

From: Thomas W. Bunch, II
To: Desa Ballard
Cc: Beth Cogan; Mara Ballard; Mara Ballard; Beth Cogan; Keith M. Babcock; art@aikenandhightower.com
Subject: RE: Hammer
Date: Tuesday, May 06, 2014 4:46:58 PM

Desa,

Thank you for your email. I was out of town Friday through yesterday, and am sifting through these emails from last week. I went back and looked at Keith's letter with the items I had shared with him and your response. I am not sure why you take such a hard line in your response. Via Alvin, Howard is offering to pay the judgment in full, the \$55,000 in fees (which he believes were improperly assessed), and thousands of dollars on top of that (approx. \$439k in total) in exchange for an unwinding of Judge Strickland's order transferring the property and the subsequent transfer (which we also contend was improper). At your request, Howard is willing to release Shirley for any actions related to the enforcement of Judge Strickland's order. I thought that is what you wanted based on discussions with Keith Babcock.

As for most of the other items, they are essentially common terms in a property transfer, or they deal with the fact that Shirley should not be taking income out of the property when she is being made whole on her judgment and the assessed fees. As for a warranty that Shirley hasn't used the property for personal gain, her immediate refusal to consider this just raises a red flag. If she isn't taking money from the property, then the warranty should not be an issue.

As you know, Keith is out of town this week and has either no or very limited availability. In his absence, is there any room for further discussion of this matter, as opposed to simply saying your client is not interested in the proposal? Thanks, again.

Tommy Bunch



Thomas W. Bunch, II
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 **MERITAS LAW FIRMS WORLDWIDE**

From: Desa Ballard [mailto:desab@desaballard.com]
Sent: Friday, May 2, 2014 2:08 PM
To: Thomas W. Bunch, II
Cc: beth@desaballard.com; mara@desaballard.com; Mara Ballard; Beth Cogan
Subject: FW: Hammer

Forwarded to you at Keith Babcock's request.

Desa Ballard
Ballard & Watson

EXHIBIT A

Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Desa Ballard
Sent: Friday, May 02, 2014 2:07 PM
To: 'Keith M. Babcock'
Cc: Beth Cogan (beth@desaballard.com); Mara T. Ballard, CFE, CMA (mara@desaballard.com); Mara Ballard; Beth Cogan
Subject: Hammer

Keith, this is not what you said you were sending. You said you were going to send a draft release to which I could make proposed edits to include an indemnification provision. I have been waiting for two (2) days for the draft.

Shirley is not going to make any representations or warranties to Howard, period. The only reason we are talking is because you said Alvin wanted to purchase the judgments and make Shirley whole financially in consideration for Shirley conveying the building and the LP (and LLC) to Howard and unwinding the transaction with Judge Strickland's approval. I told you we would require a release and indemnification from Howard before we would consider that and an indemnification from Alvin. You said Alvin would not provide an indemnification, but you were going to suggest a draft release that you thought would satisfy Shirley's concerns. I've been waiting two (2) days for the draft. This is not it.

Please tell your client Shirley is not interested in his proposal. All Alvin is doing is costing her more money to consider and respond to his inadequate and inaccurate proposals.

db

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Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Keith M. Babcock [<mailto:kmb@lbglegal.com>]
Sent: Friday, May 02, 2014 1:56 PM
To: Desa Ballard
Subject: FW:

Keith M. Babcock
Lewis, Babcock & Griffin, L.L.P.
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From: Connie W. Grugan
Sent: Friday, May 02, 2014 1:48 PM
To: Keith M. Babcock
Subject:

Connie Grugan
Assistant to Keith M. Babcock and Ariail E. King
Lewis, Babcock & Griffin, L.L.P.
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(803)771-8000
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EXHIBIT A

From: Thomas W. Bunch, II
To: Mara Ballard; art@aikenandhightower.com; howham1945@gmail.com
Cc: Desa Ballard
Subject: RE: Hammer: Ballard ltr to Judge Strickland
Date: Thursday, May 08, 2014 3:52:41 PM

Desa,

In light of your letter to Judge Strickland and the need for the appeal bond in order to sell the property, I will reiterate the offer to pay \$439,619.91. The building and property interests would be returned to the status prior to Judge Strickland's transfers, and the appeal will be withdrawn. As such, no appeal bond would be required.

Tommy



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MERITAS LAW FIRMS WORLDWIDE

-----Original Message-----

From: Mara Ballard [<mailto:Mara@desaballard.com>]
Sent: Tuesday, May 6, 2014 2:38 PM
To: art@aikenandhightower.com; howham1945@gmail.com; Thomas W. Bunch, II
Cc: Desa Ballard; Mara Ballard
Subject: Hammer: Ballard ltr to Judge Strickland

Gentlemen,

Please see the attached letter from Ms. Ballard which was faxed to Judge Strickland this afternoon.

Mara T. Ballard, CMA, CFE
Forensic Accountant (not a lawyer)
Ballard & Watson, Attorneys at Law
226 State Street (29169)
Post Office Box 6338
West Columbia, South Carolina 29171
803.796.9299
803.796.1066 Facsimile
www.desaballard.com

-----Original Message-----

From: Ballard Watson [<mailto:scanner@desaballard.com>]
Sent: Tuesday, May 06, 2014 5:29 PM
To: Mara Ballard
Subject: Scanned from MFP-07157397 05/06/2014 14:29

Scanned from MFP-07157397.
Date: 05/06/2014 14:29
Pages:1
Resolution:200x200 DPI

EXHIBIT A

From: Desa Ballard
To: Thomas W. Bunch, II; KMB@lewisbabcock.com; art@aikenandhightower.com; howham1945@gmail.com
Cc: Hyman Rubin; Mara Ballard; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan
Subject: RE: Hammer; Letter to Strickland
Date: Friday, May 09, 2014 9:22:08 AM

I have read your letter. The judgments have been satisfied by the transfer to Mrs. Hammer of certain property which she is ordered to and prepared to sell. Mr. Hammer had the opportunity to settle the judgments before supplemental proceedings. He no longer has that option.

Judge Strickland has jurisdiction over nothing other than the appeal bond because of the pending appeal.

Again, I am giving you the opportunity to withdraw your letter to Judge Strickland before I write to him. Your time is running out.

db

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Friday, May 09, 2014 9:15 AM
To: Desa Ballard; KMB@lewisbabcock.com; art@aikenandhightower.com; howham1945@gmail.com
Cc: Hyman Rubin; Mara Ballard; Mara Ballard; Beth Cogan
Subject: RE: Hammer; Letter to Strickland

Good Morning Desa,

Understand that you were traveling yesterday and might not have had the chance to fully review my letter to Judge Strickland. Our letter is a simple approach to fully pay the judgment, which would necessitate that the property be restored to its previous ownership. I understand that the money is available and the judgments can be fully satisfied with no further expense (fees, bonds, etc.) to the parties being incurred.

Tommy



ROBINSON MCFADDEN
ATTORNEYS AND COUNSELORS AT LAW

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TT MERITAS LAW FIRMS WORLDWIDE

From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Thursday, May 8, 2014 5:39 PM
To: Thomas W. Bunch, II; KMB@lewisbabcock.com; art@aikenandhightower.com; howham1945@gmail.com
Cc: Hyman Rubin; mara@desaballard.com; Mara Ballard; Beth Cogan
Subject: RE: Hammer; Letter to Strickland

Tommy, I have reached my destination but will give you until tomorrow morning to withdraw your letter to Judge Strickland.

db

Desa Ballard
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Attorneys at Law
Telephone 803.796.9299
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From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Thursday, May 08, 2014 5:06 PM
To: KMB@lewisbabcock.com; Desa Ballard; art@aikenandhightower.com; howham1945@gmail.com
Cc: Hyman Rubin
Subject: Hammer; Letter to Strickland

All:

The attached was just faxed to Judge Strickland.

Tommy



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TT MERITAS LAW FIRMS WORLDWIDE

From: Desa Ballard
To: Thomas W. Bunch, II; stricklandj@rcgov.us; stricklandsc@sccourts.org
Cc: art@aikenandhightower.com; Mara Ballard; Beth Cogan; Keith M. Babcock; Mara Ballard; Beth Cogan
Subject: RE: Shirley Hammer v. Howard Hammer
Date: Friday, May 09, 2014 3:04:15 PM

Your Honor, the judgments have been satisfied by the transfer of the building. There is money due to Ms. Hammer following the sale of the building and we will comply with the order. We do not wish to engage in a status conference.

The only judgments remaining to pay are the judgments awarded under Your Honor's order, and Mr. Bunch and Mr. Babcock do not know the amounts due.

I echo Mr. Bunch's position; this is not a negotiation. Ms. Hammer is complying with a court order.

db

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E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Friday, May 09, 2014 2:20 PM
To: stricklandj@rcgov.us; stricklandsc@sccourts.org
Cc: art@aikenandhightower.com; Mara Ballard; Beth Cogan; Keith M. Babcock; Desa Ballard
Subject: RE: Shirley Hammer v. Howard Hammer

Dear Judge Strickland,

As a follow up to Ms. Ballard's and Mr. Babcock's emails to you, it appears that Ms. Ballard misunderstands the letter I sent you yesterday. Ms. Ballard had requested your guidance on an appeal bond for her client in order to enter into a contract to sell 1634 Main St. I took the opportunity to respond to Ms. Ballard's letter by letting you know that a bond would not be necessary as the underlying judgments could be paid in full by Mr. Hammer in exchange for a return of the building and partnership interest, as I had let Ms. Ballard also know before responding to her letter. This is not a negotiation. I am apprising you that the bond is unnecessary, and that the judgment can be paid in full. Please let us know if you are available for a status conference. Thank you in advance for your time and efforts.

Tommy Bunch



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THE MERITAS LAW FIRMS WORLDWIDE

From: Keith M. Babcock [<mailto:kmb@lbglegal.com>]
Sent: Friday, May 9, 2014 1:45 PM
To: Desa Ballard; sticklandj@rcgov.us; sticklandsc@sccourts.org
Cc: art@aikenandhightower.com; Thomas W. Bunch, II; Mara Ballard; Beth Cogan
Subject: RE: Shirley Hammer v. Howard Hammer

Dear Judge Strickland,

I do represent Alvin Hammer, Howard Hammer's brother, who has come forward to loan his brother the money to pay the outstanding judgment against his brother and the costs and attorney's fees awarded by you. In return, the building and limited partnership would be returned to Howard and the appeal withdrawn, eliminating the need for any appeal bond. Earlier, there were other releases and related documents being sought, but I understand that request has been withdrawn. Alvin would very much like to help end this litigation by getting the funds to Mrs. Hammer and Ms. Ballard, with the building and partnership being returned to Howard. It would seem that such a resolution benefits everyone, as well as the judicial system. I would certainly be pleased to attend a status conference with the parties, as suggested by Mr. Bunch.

With highest regards, I am

Very truly yours,

Keith Babcock

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From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Friday, May 09, 2014 11:33 AM
To: sticklandj@rcgov.us; sticklandsc@sccourts.org
Cc: art@aikenandhightower.com; Keith M. Babcock; TBunch@robinsonlaw.com; Mara Ballard; Beth Cogan
Subject: Shirley Hammer v. Howard Hammer

Judge Strickland:

EXHIBIT A

You received a letter from Tommy Bunch yesterday which inaccurately stated that efforts were being made to resolve this matter. I have repeatedly told Mr. Bunch (who now apparently represents Howard Hammer) and Keith Babcock (who has communicated with me on behalf of Alvin Hammer) that we are not interested in their proposals. I asked Mr. Bunch yesterday and again this morning to advise you that his letter was incorrect, but he has failed to do so.

Mrs. Hammer is complying with your order dated January 21, 2014 and is proceeding with a sale of the real property which was the subject of that order. Appeals have been filed and there are no matters currently pending before you (or over which you have jurisdiction) other than our request for appeal bond and the residual matters that remains pending as a result of Mr. Hammer's noncompliance with the January 21, 2014 order (or any of your prior orders).

I am sorry that your time is being wasted. Mr. Bunch is trying to force us into settlement discussions which we have repeatedly told him we are not interested in. I worked in good faith with Mr. Babcock for quite some time to settle this matter with Mr. Alvin Hammer, to no avail.

Desa Ballard

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EXHIBIT A

From: Desa Ballard
To: Keith M. Babcock
Cc: Mara T. Ballard, CFE, CMA (mara@desaballard.com); Mara Ballard; Beth Cogan
Subject: RE: Alvin Hammer
Date: Tuesday, May 13, 2014 9:40:23 AM

Sorry I was out yesterday. If Alvin is interested in buying the building directly, he should contact Marion Turbeville. Marion is the listing agent. I can't speak to where we are except that the potential purchaser has already spent money on due diligence and scheduling repairs that are required as a condition of closing. I am not sure if we have a contract, but I had told Marion week before last that we had concluded discussions with Alvin so proceed with sale.

After last week's very-unhelpful contact by Tommy Bunch, I am just sending Judge Strickland a proposed order on the appeal bond.

I am sorry we were not able to work this out.

db

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E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Keith M. Babcock [<mailto:kmb@lbglegal.com>]
Sent: Tuesday, May 13, 2014 8:56 AM
To: Desa Ballard
Subject: Alvin Hammer

Desa,

I would like to explore another concept with you. It might be more straight forward at this point if Alvin just bought the building directly. I don't know where you stand with your prospective purchaser, but I think Alvin would be willing to better what that person is discussing. Please give me a call to see if we can proceed along those lines. Thanks.

Keith

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EXHIBIT A

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From: Desa Ballard
To: Thomas W. Bunch, II
Cc: Mara Ballard; Beth Cogan
Subject: RE: Inadmissible settlement discussions
Date: Wednesday, May 14, 2014 6:04:00 PM

OK – I am drafting a settlement document.

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Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Wednesday, May 14, 2014 5:46 PM
To: Desa Ballard
Subject: RE: Inadmissible settlement discussions

Desa,

I had a favorable meeting with Howard this afternoon. The meeting just concluded. I called Keith, but understood he was not in the office when I called so I left him a voicemail. I'll follow up with you tomorrow.

Tommy



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From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Wednesday, May 14, 2014 2:15 PM
To: Thomas W. Bunch, II
Cc: mara@desaballard.com; Mara Ballard; Beth Cogan
Subject: Inadmissible settlement discussions

As we discussed this morning.

In exchange for payment in certified funds of \$534,870.58 to Shirley, we will consent to an order from Judge Strickland unwinding (from the 1-21-2014 order) the transfer of the real estate and LP

EXHIBIT A

interest, and execute a quit claim deed for the property to Howard and unwarranted assignment to Howard of the LP interest and the SH5 interest. We will require a complete release from Howard in favor of Shirley and her agents, from the beginning of time through the date of execution. Shirley will not warrant or represent anything to Howard. The full release ends everything. I would prefer an indemnification from Howard, which should not be problem if he truly intends not to sue her again.

I will send you a breakdown of the numbers, but the jump is a \$73K sales commission to Marion Turbeville, who has brought two ready, willing and able buyers to the table already for purchase at the appraised price (in addition to Alvin, who made an informal offer yesterday) at \$1,475,000.00.

The number also includes 10 more hours of my time in finalizing this transaction. If it takes more time, I will have to bill more hours. The attorney fees included for me are only the attorney fees awarded by Judge Strickland, and do not include the appeals, the foreclosure or anything other than reading the building for transfer in accordance with his order.

If agreeable, we can do this with Judge Strickland Monday or Tuesday of next week. I will prepare a consent order for limited remand for this to be accomplished.

As I told you, I expect a signed contract of sale to be received today from one of the prospective purchasers, so I need an answer today.

Desa Ballard

Ballard & Watson

Attorneys at Law

Telephone 803.796.9299

Facsimile 803.796.1066

E-mail: desab@desaballard.com, copy to marab@desaballard.com

EXHIBIT A

From: Desa Ballard
To: Thomas W. Bunch, II
Cc: Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan
Subject: RE: Settlement agreement 5-14-2014.docx
Date: Thursday, May 15, 2014 10:26:03 AM

Offer expired yesterday. I'll extend until noon tomorrow.

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
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E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Thursday, May 15, 2014 9:45 AM
To: Desa Ballard
Cc: Mara Ballard; Beth Cogan
Subject: RE: Settlement agreement 5-14-2014.docx

Desa,

Just thinking that after you reopened negotiations including raising the amount by almost \$100m, that maybe we should get an agreement in place before we start demanding immediate payment. I can't speak for Alvin, but there are few people I know who can secure the kind of money we are talking about at the drop of a hat. I'll be back with you shortly on your offer. Let's work productively toward a resolution. Thanks.

Tommy



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 MERITAS LAW FIRMS WORLDWIDE

From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Thursday, May 15, 2014 9:36 AM
To: Thomas W. Bunch, II
Cc: Mara Ballard; Beth Cogan
Subject: RE: Settlement agreement 5-14-2014.docx

I was told two weeks he funds were ready. I was trying to do this before Shirley is presented with a contract of sale. Funds can be wired, I will provide wiring instructions. Tell me if you want me to

stop these efforts and I will.

Desa Ballard
Ballard & Watson
Attorneys at Law
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Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Thursday, May 15, 2014 9:19 AM
To: Desa Ballard
Subject: RE: Settlement agreement 5-14-2014.docx

Desa,

I am still having discussions with Keith and Howard. Even if we can strike a deal (and I have not looked at the draft settlement agreement yet), I seriously doubt that Alvin can stroke a check within a day.

Tommy



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TT MERITAS LAW FIRMS WORLDWIDE

From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Thursday, May 15, 2014 9:07 AM
To: Thomas W. Bunch, II
Cc: mara@desaballard.com; Mara Ballard; Beth Cogan
Subject: Settlement agreement 5-14-2014.docx

I am preparing the attachments now. Please advise. I do not yet have a signed contract of sale on the building and would prefer to get this done before I do. I have shown tomorrow as the date for delivery of funds and execution of documents.

db

EXHIBIT A

From: Desa Ballard
To: Thomas W. Bunch, II
Cc: Mara Ballard; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan
Subject: RE: Inadmissible settlement discussions
Date: Thursday, May 15, 2014 12:01:19 PM
Attachments: Exhibit A Quitclaim Deed.docx
Exhibit B IRREVOCABLE UNWARRANTED 1634 Main.docx
Exhibit B IRREVOCABLE UNWARRANTED SH5 LLC.docx
Exhibit C Settlement Agreement Release.doc
Settlement agreement 5-15-2014.docx

I do not know what prices Mr. Turbeville has been discussing with the potential purchasers. I have only seen the offer from Alvin to "better" any offers of \$1,475,000.00. I was not privy to Alvin's discussions with Turbeville. I expected a written offer yesterday, which is why I made my proposal to you to expire yesterday. Since I have not received the offer, I have extended the deadline to tomorrow noon.

My reason for expediting this is that Shirley is obligated to accept an offer under the terms of the listing agreement. I do not want to have her in a position where she has to accept an offer and then back out to settle with Howard. That's why I reached out to you and wanted to try to settle one last time.

Attached are the documents we will execute in upon receipt by me of certified funds in the amount of \$534,870.58 by noon tomorrow. These documents address the unwinding of the property transfers including Shirley's transfer to from High Tower LLC and unwinding that. They request unwinding from Strickland via order as well, but are not dependent on it. There is a full general release from Howard. Nothing less will do.

I understand you don't agree with the numbers, and I have included language to the effect that Howard disclaims any liability to Shirley and the normal "doubtful and disputed" language, but agrees to pay the agreed-upon amount.

Shirley would cancel her listing agreement with Turbeville and settle with him independently. I am not going to tie Shirley to any continued sales activity for the building, nor make the amount of her settlement demand contingent on anything. If Howard wants to enter into another agreement for sale of the building with Turbeville, he is welcome to do so and he can negotiate directly with Turbeville.

I want these parties separated completely, with no grounds for any future claims. That's why our proposal includes a full general release. Shirley will not represent or warrant anything to Howard.

The family court issues are expressly excluded.

I hope we can make this happen. If we do, you and Art Aiken can hand carry a stipulation of dismissal to the Supreme Court tomorrow. I will notify the Supremes that I waive any 15-day rehearing time, and Judge Strickland will have the remittitur so we can proceed with him on Tuesday.

I will be away from my desk for a few hours.

db

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From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Thursday, May 15, 2014 10:53 AM
To: Desa Ballard
Cc: Mara Ballard; Mara Ballard; Beth Cogan
Subject: RE: Inadmissible settlement discussions

Desa,

I am responding to the offer in your below email in two parts:

First: You have advised that you have two buyers prepared to purchase the property under the terms of Judge Strickland's order at a listing price of \$1,475,000. You also have provided a breakdown of the judgments, fee award and costs you contend are recoverable under Judge Strickland's order in the amount of \$534,870.58. I would understand that there might be some additional closing costs to be incurred, but it should not be anything of significant consequence as usually a buyer in a commercial transaction would be responsible for the closing costs. Subject to verification of a valid offer at the \$1.475mm figure and the terms of the listing agreement, we would be agreeable to your client proceeding with sale such that Mr. Hammer nets the sale price less the \$534m amount plus additional reasonable closing costs incurred by the seller.

Second, and as an alternative to the sale, you have essentially offered to accept payment of the \$534m and unwind the transfer of the real estate and LP interests, along with additional terms as stated in your email. I think your offer is essentially the same as we communicated to the court last week except (1) the amount of money to be paid has changed from your prior discussions with Keith Babcock, and (2) you are asking for a blanket general release even though we would be the party paying the judgments. Nevertheless, subject to review and verification of the terms of the listing agreement, subject to drafting and approval of settlement documents, and subject to confirmation of title issues that could have arisen since Judge Strickland's order, we can agree to pay \$534,870.58 less the real estate commission. (Note that we do not concede that the \$534m is due in full, but we are agreeable to paying that amount.) We are also willing to protect and honor Mr. Turbeville's commission at the listing price represented to us (\$1.475mm) for a reasonable time period which we would assume to be the term of the listing agreement (often 6 months) or until it expires, whichever is less. The commission would be due upon the closing of a sale. Judge Strickland would vacate his January 21, 2014 order and issue a Master's Deed to re-convey the property to the respective owners prior to the transfer (or simply cancel the deed to Shirley). Depending on the status of title, Hightower might need to convey the property back to Shirley, first. As to the release, I can recommend that Mr. Hammer release Shirley and her agents for all matters related to the collection of the judgment, the transfer of the property interests to Shirley, and his ouster from the building. These are the matters which were before Judge Strickland, which we are agreeing to unwind, and the release should be limited to the scope of the subject matter at issue. We would consider expanding the release to include other IDENTIFIABLE occurrences, but we cannot give a blanket release to everybody for the unknown and the unknowable.

Hopefully we can have an agreement to present to Judge Strickland on Tuesday.

Tommy



Thomas W. Bunch, II
P: 803-227-1103
F: 803-744-1545
TBunch@robinsonlaw.com
[v-card](#)

Post Office Box 944
Columbia, South Carolina 29202

P: (803) 779-8900

THE MERITAS LAW FIRMS WORLDWIDE

From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Wednesday, May 14, 2014 2:15 PM
To: Thomas W. Bunch, II
Cc: mara@desaballard.com; Mara Ballard; Beth Cogan
Subject: Inadmissible settlement discussions

As we discussed this morning.

In exchange for payment in certified funds of \$534,870.58 to Shirley, we will consent to an order from Judge Strickland unwinding (from the 1-21-2014 order) the transfer of the real estate and LP interest, and execute a quit claim deed for the property to Howard and unwarranted assignment to Howard of the LP interest and the SH5 interest. We will require a complete release from Howard in favor of Shirley and her agents, from the beginning of time through the date of execution. Shirley will not warrant or represent anything to Howard. The full release ends everything. I would prefer an indemnification from Howard, which should not be problem if he truly intends not to sue her again.

I will send you a breakdown of the numbers, but the jump is a \$73K sales commission to Marion Turbeville, who has brought two ready, willing and able buyers to the table already for purchase at the appraised price (in addition to Alvin, who made an informal offer yesterday) at \$1,475,000.00.

The number also includes 10 more hours of my time in finalizing this transaction. If it takes more time, I will have to bill more hours. The attorney fees included for me are only the attorney fees awarded by Judge Strickland, and do not include the appeals, the foreclosure or anything other than reading the building for transfer in accordance with his order.

If agreeable, we can do this with Judge Strickland Monday or Tuesday of next week. I will prepare a consent order for limited remand for this to be accomplished.

As I told you, I expect a signed contract of sale to be received today from one of the prospective purchasers, so I need an answer today.

EXHIBIT A

Desa Ballard

Ballard & Watson

Attorneys at Law

Telephone 803.796.9299

Facsimile 803.796.1066

E-mail: desab@desaballard.com, copy to mara@desaballard.com

EXHIBIT A

From: Desa Ballard
To: Thomas W. Bunch, II
Cc: Keith M. Babcock; art@aikenandhightower.com; Mara Ballard; Beth Cogan
Subject: RE: settlement possibilities
Date: Wednesday, May 21, 2014 11:08:03 AM

Thanks. Art, in the meantime, please file the response to the motion for appeal bond so we can move forward on that.

Thanks.

db

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Wednesday, May 21, 2014 11:03 AM
To: Desa Ballard
Cc: Keith M. Babcock; art@aikenandhightower.com
Subject: RE: settlement possibilities

Desa,

I'll notify Judge Strickland's office that we don't think a status conference will be productive at this time, but might want to get back with him at a later time.

Tommy



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From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Wednesday, May 21, 2014 10:19 AM
To: Keith M. Babcock; Thomas W. Bunch, II
Cc: Mara Ballard; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan; art@aikenandhightower.com; Mara Ballard; Beth Cogan; Mara Ballard;

Beth Cogan

Subject: RE: settlement possibilities

We can have the status conference, but I'm not going to agree to a remand at this point.

Desa Ballard

Ballard & Watson

Attorneys at Law

Telephone 803.796.9299

Facsimile 803.796.1066

E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Keith M. Babcock [<mailto:kmb@lbglegal.com>]

Sent: Wednesday, May 21, 2014 10:08 AM

To: Desa Ballard; Thomas W. Bunch, II

Cc: Mara Ballard; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan; art@aikenandhightower.com; Mara Ballard; Beth Cogan

Subject: RE: settlement possibilities

Desa,

It would seem worthwhile to me to go and follow up with Judge Strickland on the 60 day remand concept for sale /mediation purposes. That would seem to have benefit to everyone.

Keith

Keith M. Babcock

Lewis, Babcock & Griffin, L.L.P.

Post Office Box 11208

Columbia, S.C. 29211

(803)771-8000

(803)733-3534 (fax)

kmb@lbglegal.com

website: <http://www.lbglegal.com>

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From: Desa Ballard [<mailto:desab@desaballard.com>]

Sent: Wednesday, May 21, 2014 9:29 AM

To: Thomas W. Bunch, II

Cc: Mara Ballard; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan; Keith M. Babcock; art@aikenandhightower.com; Mara Ballard; Beth Cogan

Subject: RE: settlement possibilities

Good luck.

Desa Ballard

Ballard & Watson

Attorneys at Law

Telephone 803.796.9299

Facsimile 803.796.1066

E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]

Sent: Wednesday, May 21, 2014 9:19 AM

To: Desa Ballard

Cc: Mara Ballard; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan; Keith M. Babcock; art@aikenandhightower.com

Subject: RE: settlement possibilities

I am headed into my arbitration. I don't expect it to last long. I'll let you, Keith and Art decide about postponing or proceeding with the follow-up status conference.



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TT MERITAS LAW FIRMS WORLDWIDE

From: Desa Ballard [<mailto:desab@desaballard.com>]

Sent: Wednesday, May 21, 2014 9:10 AM

To: Thomas W. Bunch, II

Cc: Mara Ballard; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan

Subject: RE: settlement possibilities

We will likely get 30 days with the time required for responses to the motion to dismiss at the Supremes. In the interim, Art's response to my motion for appeal bond is due Friday, so we can be one step closer to accomplishing sale if that event occurs. So I'm content to let it play out at least for another 10 days or so and see where we are.

I agree nothing will happen by 1 pm today. But Judge Strickland ignored me when I told him we didn't need a status conference, so I'm not going to be the one to suggest that we not have this one either.

db

Desa Ballard

Ballard & Watson

Attorneys at Law

Telephone 803.796.9299

Facsimile 803.796.1066

E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]

Sent: Tuesday, May 20, 2014 5:35 PM

To: Desa Ballard

Cc: Mara Ballard; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan

Subject: RE: settlement possibilities

Desa,

I understand your experience with 60 days becoming 50 before anyone acts. Nevertheless, that has not been the recent history of this matter. In fact, even though you may have not been pleased with our responses and positions, we have been quite responsive over the last few weeks. I think we can work toward a settlement and might be able to reach one, but it won't happen before 1:00 p.m. tomorrow, and with the schedules the rest of this week and next, that might also be problematic. I would urge that you consider the remand without prejudice to any parties' rights. Give it 30 days (or Friday, June 13th), and let's see where we are.

Tommy



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TT MERITAS LAW FIRMS WORLDWIDE

From: Desa Ballard [<mailto:desab@desaballard.com>]

Sent: Tuesday, May 20, 2014 4:31 PM

To: Thomas W. Bunch, II

Cc: Mara Ballard; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan

Subject: RE: settlement possibilities

I agree settlement benefits everyone, but I can't allow Mrs. Hammer to settle on terms that will land her right back in court defending another lawsuit by Howard. Please do re-visit the settlement documents. If Howard truly wants to settle this and move on, he should not object to a release and indemnification. My experience with him over the past many years (defending these actions) tell me that some part of him wants to keep fighting and settlement is not going to happen. I have to assume that.

It appears the conflict with Nelson Mullins has slowed the sales process. Nonetheless I will move forward with my request for an appeal bond. I don't know what price Shirley might accept for the property. I was surprised the appraisal came in that high and I will be surprised if we get an offer that high. Nonetheless, if we get an offer that Shirley believes is viable, we will move forward with

the sale.

I don't want to do a remand until I know what happens with my motion to dismiss. That keeps the pressure on all of us to get this done. A 60-day remand allows it to languish for 50 days before people get serious. At least that's my experience.

db

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Tuesday, May 20, 2014 3:15 PM
To: Desa Ballard
Cc: Mara Ballard; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan
Subject: RE: settlement possibilities

Desa,

I think we might need to re-visit with Judge Strickland, but with my arbitration starting tomorrow morning, you going to Greenwood on Thursday, and Keith out of town on Friday, I am wondering what more we can accomplish by 1 o'clock tomorrow and the balance of this week. I have not had a chance to re-visit your settlement documents which will require some coordination on my end.

I think settlement benefits all parties at this time. I think there are super appellate issues. You still have the sale bond issue to deal with. You have title issues to deal with. Obviously, we either want the property back or be able to maximize its value via a sale. Absent an agreement among the parties to resolve the issues, we could argue about the sale for a long time and your client might rue what she asked for in January.

If there really is a sale at \$1.475mm, then I might not need to address the documents. However, since you requested and since a contract might not be presented (or could be presented with lower pricing/contingencies), I'll revise the proposed settlement documents for paying the judgments (etc.) as soon as I can. I would like to keep this moving as I think it benefits all, but now think a 1:00 p.m. meeting tomorrow might be premature as I am not sure we will have made much progress since yesterday.

Suggestion: Submit a proposed order to the Supreme Court remanding the matter to the Circuit Court for 60 days to see if there is a sale or the parties can settle. The remand would be without prejudice as to your motion to dismiss and the issues to be presented on appeal. Thoughts?

Tommy



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TT MERITAS' LAW FIRMS WORLDWIDE

From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Tuesday, May 20, 2014 2:09 PM
To: Thomas W. Bunch, II
Cc: Mara Ballard; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan
Subject: RE: settlement possibilities

OK. So no need to have the meeting with Strickland tomorrow then.

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Tuesday, May 20, 2014 2:04 PM
To: Desa Ballard
Cc: Mara Ballard; Mara Ballard; Beth Cogan
Subject: RE: settlement possibilities

Howard is happy to have the building sold at the appraised price of \$1.475mm. Reference my email from last week.

Tommy



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TT MERITAS' LAW FIRMS WORLDWIDE

From: Desa Ballard [<mailto:desab@desaballard.com>]

EXHIBIT A

Sent: Tuesday, May 20, 2014 2:01 PM

To: Thomas W. Bunch, II

Cc: mara@desaballard.com; Mara Ballard; Beth Cogan

Subject: settlement possibilities

The purchaser had assured Mr. Turbeville they would have the contract and earnest money to him this week. It appears that may not happen.

If you want to try to settle with Howard, please send me your draft settlement documents. I think I covered most everything but I think you said you wanted to propose changes to the release agreement.

If we can agree to terms, I can prepare a consent order for limited remand to allow the settlement to be consummated. We don't need Keith and/or Alvin for that to occur.

As I thought about this last night, it seems Howard wants one thing (settlement) and Alvin wants another (sale).

I won't be in town next week either (but I will be working). This is easier to finish this week.

db

Desa Ballard

Ballard & Watson

Attorneys at Law

Telephone 803.796.9299

Facsimile 803.796.1066

E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: mturbeville@danvillebusinessadvisors.com [<mailto:mturbeville@danvillebusinessadvisors.com>]

Sent: Tuesday, May 20, 2014 1:56 PM

To: Thomas W. Bunch, II

Cc: Desa Ballard

Subject: RE: contact info

Tommy,

The real estate attorney the prospect was going to use is semi-retired and referred it to someone else. Prospect has traded phone calls with the new attorney but has not yet retained him. I will be advised once the attorney is retained.

Marion

----- Original Message -----

Subject: contact info

From: "Thomas W. Bunch, II" <TBunch@robinsonlaw.com>

Date: Mon, May 19, 2014 5:49 pm

To: "mturbeville@danvillebusinessadvisors.com"

<mturbeville@danvillebusinessadvisors.com>

EXHIBIT A

Marion,

Contact info below. Also, cell is 803-665-8900.

Tommy Bunch



ROBINSON MCFADDEN
ATTORNEYS AND COUNSELORS AT LAW

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TBunch@robinsonlaw.com

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 **MERITAS LAW FIRMS WORLDWIDE**

From: Desa Ballard
To: Thomas W. Bunch, II; Robin Reibold; art@aikenandhightower.com; JOSEPH STRICKLAND
Cc: Mara Ballard; Beth Cogan
Subject: RE: Hammer v. Hammer, 1634 Main v. Hammer
Date: Wednesday, May 21, 2014 11:20:40 AM

Agreed.

db

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Wednesday, May 21, 2014 11:10 AM
To: Robin Reibold; Desa Ballard; art@aikenandhightower.com; JOSEPH STRICKLAND
Subject: RE: Hammer v. Hammer, 1634 Main v. Hammer

Robin,

We have been working with Ms. Ballard and the listing agent for the property since the status conference late Monday; however, all parties agree that it does not appear that we can yet have a productive follow-up conference with Judge Strickland. I believe that we can make progress on the matter and might want to ask for some time later (understanding that the Judge is out next week). Thus, unless the Judge desires to meet with us again at 1:00 p.m. today, may we cancel that appointment?

We have a response due this Friday on Mrs. Hammer's motion to set a bond, and will file that with the court in due course.

Tommy Bunch



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IT MERITAS' LAW FIRMS WORLDWIDE

From: Robin Reibold [<mailto:ReiboldR@rcgov.us>]
Sent: Tuesday, May 20, 2014 4:21 PM
To: Desa Ballard; art@aikenandhightower.com; Thomas W. Bunch, II; JOSEPH STRICKLAND
Subject: Hammer v. Hammer, 1634 Main v. Hammer

EXHIBIT A

This is just remind you all of the status conference set for 1:00 tomorrow, Wednesday, May 21. If you're not planning on being here, please let our office know. Thank you.

Robin

Robin K. Reibold
Official Court Reporter
Master-in-Equity, Richland County
1701 Main Street
Columbia, South Carolina 29201
(803) 576-1902

EXHIBIT A

From: Desa Ballard
To: Thomas W. Bunch, II
Cc: Art Aiken; Mara Ballard; Beth Cogan
Subject: RE: settlement possibilities
Date: Thursday, June 12, 2014 2:56:56 PM

We can discuss settlement options without a remand. I would be delighted to do that. If you'd like to set up a meeting, let me know. If we reach a settlement, then we ask for remand.

db

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Thursday, June 12, 2014 2:22 PM
To: Desa Ballard
Cc: Art Aiken
Subject: RE: settlement possibilities

Desa,

I understand that Mrs. Hammer's motion to dismiss has been denied. Please advise if you will now agree to a remand to discuss settlement options.

Tommy



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 MERITAS' LAW FIRMS WORLDWIDE

From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Tuesday, May 20, 2014 4:31 PM
To: Thomas W. Bunch, II
Cc: Mara Ballard; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan
Subject: RE: settlement possibilities

I agree settlement benefits everyone, but I can't allow Mrs. Hammer to settle on terms that will land

From: Desa Ballard
To: Thomas W. Bunch, II
Cc: Art Aiken; Mara T. Ballard, CFE, CMA (mara@desaballard.com); Mara Ballard; Beth Cogan
Subject: RE: settlement possibilities
Date: Thursday, June 12, 2014 4:11:40 PM

I am preparing for a hearing tomorrow and will respond to you after that hearing (it should not take long but it is out of town so I have travel time.

Howard and Art did misrepresent facts to the Court, but I am not going to argue that with you if we have a real chance of settling this case. I would love nothing more than to settle the case.

Let me review this and get back to you tomorrow. You will have my response before the end of the day tomorrow. If it is "yes" you can revise the settlement documents, we can do a consent remand, and take the matter before Judge Strickland next week. But I can't do that today.

db

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Thursday, June 12, 2014 4:05 PM
To: Desa Ballard
Cc: Art Aiken
Subject: RE: settlement possibilities

Desa,

On May 20, you said: "I don't want to do a remand until I know what happens with my motion to dismiss." Now that the motion was denied, you are not interested in a remand. Since then, Howard had to respond to your motion, and he and Art have been subjected to unfounded accusations of misleading the court. You have told us that you have buyers at \$1.475mm, then said you don't know what price Mr. Turbeville is negotiating. Over three weeks ago, I was supposed to get information on what the prospective buyer needed, but that has not yet been provided.

Appellants' brief is due the Supreme Court on June 20. We cannot spend time and resources on a brief and negotiate at the same time. We can either remand the case for negotiation or proceed with briefing. If you choose to proceed with briefing, there is a very good chance that Judge Strickland's January 21 order will be reversed. That leads to all sorts of unfavorable outcomes and uncertainty. That being said, we are agreeable to:

- a. Subject to verification of a valid offer at the \$1.475mm figure and the terms of

the listing agreement, we would be agreeable to your client proceeding with sale such that Mrs. Hammer nets the sale price less the \$534m amount previously provided which includes a real estate commission plus additional reasonable closing costs incurred by the seller. Or,

- b. Subject to review and verification of the terms of the listing agreement, subject to drafting and approval of settlement documents, and subject to confirmation of title issues that could have arisen since Judge Strickland's order, we can agree to pay \$534,870.58 less the real estate commission. (Note that we do not concede that the \$534m is due in full, but we are agreeable to paying that amount.) We are also willing to protect and honor Mr. Turbeville's commission at the listing price represented to us (\$1.475mm) for a reasonable time period which we would assume to be the term of the listing agreement (often 6 months) or until it expires, whichever is less. The commission would be due upon the closing of a sale. Judge Strickland would vacate his January 21, 2014 order and issue a Master's Deed to re-convey the property to the respective owners prior to the transfer (or simply cancel the deed to Shirley). Depending on the status of title, Hightower might need to convey the property back to Shirley, first. As to the release, I can recommend that Mr. Hammer release Shirley and her agents for all matters related to the collection of the judgment, the transfer of the property interests to Shirley, and his ouster from the building. These are the matters which were before Judge Strickland, which we are agreeing to unwind, and the release should be limited to the scope of the subject matter at issue. We would consider expanding the release to include other IDENTIFIABLE occurrences, but we cannot give a blanket release to everybody for the unknown and the unknowable.

These are the terms conveyed to you on May 15 and are more than generous. They make your client whole and take away all uncertainty about the manner in which your client evicted Howard from the building. Nevertheless, you have already rejected this offer once and I have to assume that you will do so again. As such, we are requesting that Judge Strickland reconvene the status conference and hear the supersedeas petition. In the meantime, if the above terms are agreeable, I'll finish revising the settlement documents you sent over, and coordinate them with my clients, and you can request a remand for settlement discussions and implementation.

Tommy



ROBINSON MCFADDEN
ATTORNEYS AND COUNSELORS AT LAW

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 **MERITAS LAW FIRMS WORLDWIDE**

From: Desa Ballard
To: Thomas W. Bunch, II
Cc: Art Aiken; Mara T. Ballard, CFE, CMA (mara@desaballard.com); Mara Ballard; Beth Cogan
Subject: RE: settlement possibilities
Date: Tuesday, June 17, 2014 7:24:26 AM

Tommy: We do not currently have an offer at the appraised price, but we have offers that come close (which we have not accepted). If you want to do a settlement with the numbers you are talking about we can probably structure something by pulling the property off the market. I have not run the current numbers, but can do so if you want to serious discuss this. If we pull the property off the market, we can structure a settlement with unwinding the transfer of the LP and real property interest as we discussed before.

I know you do not agree with my numbers, but I think that's not really the point. We can discuss how to deal with Turbeville's fee.

I would like to resolve this. I should be available by phone this afternoon and again on Thursday. Wednesday and Friday are doubtful.

db

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Thursday, June 12, 2014 4:05 PM
To: Desa Ballard
Cc: Art Aiken
Subject: RE: settlement possibilities

Desa,

On May 20, you said: "I don't want to do a remand until I know what happens with my motion to dismiss." Now that the motion was denied, you are not interested in a remand. Since then, Howard had to respond to your motion, and he and Art have been subjected to unfounded accusations of misleading the court. You have told us that you have buyers at \$1.475mm, then said you don't know what price Mr. Turbeville is negotiating. Over three weeks ago, I was supposed to get information on what the prospective buyer needed, but that has not yet been provided.

Appellants' brief is due the Supreme Court on June 20. We cannot spend time and resources on a brief and negotiate at the same time. We can either remand the case for negotiation or proceed with briefing. If you choose to proceed with briefing, there is a very good chance that Judge Strickland's January 21 order will be reversed. That leads to all sorts of unfavorable outcomes and uncertainty. That being said, we

From: Desa Ballard
To: Thomas W. Bunch, II
Cc: Art Aiken; Mara T. Ballard, CFE, CMA (mara@desaballard.com); Mara Ballard; Beth Cogan
Subject: RE: settlement possibilities
Date: Tuesday, June 17, 2014 7:28:24 AM

I also don't think I told you we had buyers at \$1,475; I told you the property was appraised at that and we had potential buyers. Since we have received on firm offer that we have rejected and we expect other offers from other potential buyer. Both you and Alvin tried to force the assumption that since the property appraised at that and I had people who were interested in buying, the offers must be \$1,475; that's not accurate. The offer made so far and the offers expected are within the actual market value of the property.

However, if you want to settle, it would be our intent to pull the property off the market to do that.

db

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Thursday, June 12, 2014 4:05 PM
To: Desa Ballard
Cc: Art Aiken
Subject: RE: settlement possibilities

Desa,

On May 20, you said: "I don't want to do a remand until I know what happens with my motion to dismiss." Now that the motion was denied, you are not interested in a remand. Since then, Howard had to respond to your motion, and he and Art have been subjected to unfounded accusations of misleading the court. You have told us that you have buyers at \$1.475mm, then said you don't know what price Mr. Turbeville is negotiating. Over three weeks ago, I was supposed to get information on what the prospective buyer needed, but that has not yet been provided.

Appellants' brief is due the Supreme Court on June 20. We cannot spend time and resources on a brief and negotiate at the same time. We can either remand the case for negotiation or proceed with briefing. If you choose to proceed with briefing, there is a very good chance that Judge Strickland's January 21 order will be reversed. That leads to all sorts of unfavorable outcomes and uncertainty. That being said, we are agreeable to:

- a. Subject to verification of a valid offer at the \$1.475mm figure and the terms of the listing agreement, we would be agreeable to your client proceeding with

From: Thomas W. Bunch, II
To: Desa Ballard
Cc: Art Aiken; Mara Ballard; Mara Ballard; Beth Cogan
Subject: RE: settlement possibilities
Date: Tuesday, June 17, 2014 10:09:57 AM

Desa,

You said you had two buyers at the appraised price of \$1,475,000.00. Here is the statement: "I will send you a breakdown of the numbers, but the jump is a \$73K sales commission to Marion Turbeville, who has brought two ready, willing and able buyers to the table already for purchase at the appraised price (in addition to Alvin, who made an informal offer yesterday) at \$1,475,000.00." Email sent to me on 5/14. Regardless, I'll let Howard know that you are willing to further discuss settlement.

Tommy



Thomas W. Bunch, II
P: 803-227-1103
F: 803-744-1545
TBunch@robinsonlaw.com
v-card

Post Office Box 944
Columbia, South Carolina 29202

P: (803) 779-8900



From: Desa Ballard [mailto:desab@desaballard.com]
Sent: Tuesday, June 17, 2014 7:28 AM
To: Thomas W. Bunch, II
Cc: Art Aiken; mara@desaballard.com; Mara Ballard; Beth Cogan
Subject: RE: settlement possibilities

I also don't think I told you we had buyers at \$1,475; I told you the property was appraised at that and we had potential buyers. Since we have received on firm offer that we have rejected and we expect other offers from other potential buyer. Both you and Alvin tried to force the assumption that since the property appraised at that and I had people who were interested in buying, the offers must be \$1,475; that's not accurate. The offer made so far and the offers expected are within the actual market value of the property.

However, if you want to settle, it would be our intent to pull the property off the market to do that.

db

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299

From: Desa Ballard
To: Thomas W. Bunch, II
Cc: Art Aiken; Mara Ballard; Mara Ballard; Beth Cogan; Mara Ballard; Beth Cogan
Subject: RE: settlement possibilities
Date: Tuesday, June 17, 2014 10:21:42 AM

That was what I had been told (and I saw the email from Alvin saying, essentially (I don't have it in front of me) that he would outbid anyone who had bid \$1,475,000. Those anticipated offers have not been received by me, and the ones I have seen are not that high. Nonetheless, we have not accepted any of the offers to date.

We will calculate our current numbers. If Marion has not produced a buyer under the listing price, we may have to carve him out.

db

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Tuesday, June 17, 2014 10:09 AM
To: Desa Ballard
Cc: Art Aiken; Mara Ballard; Mara Ballard; Beth Cogan
Subject: RE: settlement possibilities

Desa,

You said you had two buyers at the appraised price of \$1,475,000.00. Here is the statement: "I will send you a breakdown of the numbers, but the jump is a \$73K sales commission to Marion Turbeville, who has brought two ready, willing and able buyers to the table already for purchase at the appraised price (in addition to Alvin, who made an informal offer yesterday) at \$1,475,000.00." Email sent to me on 5/14. Regardless, I'll let Howard know that you are willing to further discuss settlement.

Tommy



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 MERITAS LAW FIRMS WORLDWIDE

EXHIBIT A

From: Desa Ballard
To: Thomas W Bunch (TBunch@robinsonlaw.com)
Cc: Mara T. Ballard, CFE, CMA (mara@desaballard.com); Mara Ballard; Beth Cogan
Subject: for this afternoon's meeting
Date: Thursday, June 19, 2014 12:40:13 PM
Attachments: Exhibit A Quitclaim Deed.docx
Exhibit B IRREVOCABLE UNWARRANTED 1634 Main.docx
Exhibit B IRREVOCABLE UNWARRANTED SH5 LLC.docx
Exhibit C Settlement Agreement Release.doc
Settlement agreement 6-19-2014.docx

I updated the numbers (went up by \$3K approx.) and think I fixed everything to properly reflect the status of the matters. Please review.

Fees being charged by our office relate ONLY to the marketing and sale of the building; anything related to appeal or other matters is not included. We included only what is contemplated by Strickland's order (as we interpret it).

db

Desa Ballard
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Attorneys at Law
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Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

EXHIBIT A

From: Thomas W. Bunch, II
To: Desa Ballard
Subject: Hammer settlement conference follow-up
Date: Friday, June 20, 2014 2:40:15 PM

Desa,

Per our discussions yesterday, please provide a copy of the letter of intent at the price of \$1,150,000.00. If there has been a response to your counteroffer, please send that as well. I you deem it necessary, I do not object to the purchaser's name being redacted. Further, if you have other written offers, please provide those as well (again, with redaction of the purchaser's name if you wish).

Tommy



ROBINSON MCFADDEN
ATTORNEYS AND COUNSELORS AT LAW

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 **MERITAS LAW FIRMS WORLDWIDE**

From: Desa Ballard
To: Thomas W Bunch (TBunch@robinsonlaw.com)
Cc: Mara T. Ballard, CFE, CMA (mara@desaballard.com); Mara Ballard; Beth Cogan
Subject: Redacted LOI
Date: Saturday, June 21, 2014 12:26:25 PM
Attachments: Costs of Sale 06-19-2014.pdf
LOI Counter Offer 6-10-2014 Redacted.pdf

Attached is the redacted LOI (without our latest counter of \$1,320,000.00). I spoke with Marion last night and he had spoken to Purchaser #1 and they are coming back with a counteroffer Monday, I believe. He has also spoken to the banker for the purchaser and has a verbal commitment for funding.

Buyer #2 is also expected to make an offer this week. I am informed they have completed their review of HVAC systems.

I have recalculated the numbers due Shirley as of today, reducing the commission to Marion to reflect only the \$1,150,000 offer (which is the latest he has gotten). We also restructured the judgments a bit, because it occurred to me that post-judgment interest IS running on the award for Bill of Costs from the Supremes, and IS running on the \$55K awarded by Judge Strickland, so those post-judgment interest numbers are now included. Netted out, I believe this number is a few dollars less than the ones we looked at on Thursday. If the current appeals should be dismissed or affirmed the total fees due to Shirley would increase by \$1K per appeal (total of \$2K) as of today, more if we have to do final briefs.

My fees for dealing with the sale will continue to increase (a general estimate is included). So we do still have a moving target, both as to that and as to the post-judgment interest that will accrue on the Bill of Costs and the \$55K.

May I suggest that your client pay the \$55K and the bill of costs (releases for those individual awards would be executed) to eliminate the need for post-judgment interest to continue to accrue on those numbers further, so the only moving target will be my fees, which I am trying to minimize as much as possible.

Let me remind you that Howard should not make any effort to identify who the potential purchasers are and should not attempt to interfere with any potential sale.

db

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

EXHIBIT A

From: Thomas W. Bunch, II
To: Desa Ballard
Subject: RE: 1634 Main
Date: Tuesday, June 24, 2014 7:13:46 PM

Desa,

Been snowed under all day and have four lengthy depositions scheduled over the next two days. I'll get back with you as soon as I can.

Tommy

-----Original Message-----

From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Tuesday, June 24, 2014 8:36 AM
To: Thomas W. Bunch, II
Cc: Mara Ballard; Beth Cogan
Subject: RE: 1634 Main

I'm in all day, I think.

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

-----Original Message-----

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Monday, June 23, 2014 4:15 PM
To: Desa Ballard
Subject: Re: 1634 Main

Desa,

Been in court all day (or tied up prepping for it). I'll get back with you tomorrow.

Tommy

Sent from my iPhone

On Jun 23, 2014, at 11:44 AM, "Desa Ballard"
<desab@desaballard.com<<mailto:desab@desaballard.com>>> wrote:

Got a counter offer for \$1,195,000.00 on the LOI, which I am accepting, but will continue to market to second purchaser, who I think has better standing.

db

Desa Ballard

EXHIBIT A

Ballard & Watson

Attorneys at Law

Telephone 803.796.9299

Facsimile 803.796.1066

E-mail: desab@desaballard.com<<mailto:desab@desaballard.com>>, copy to
mara@desaballard.com<<mailto:mara@desaballard.com>>

EXHIBIT A

From: Thomas W. Bunch, II
To: Desa Ballard
Subject: Hammer settlement; 1634 Main
Date: Wednesday, July 02, 2014 4:43:50 PM

FOR SETTLEMENT PURPOSES ONLY; SUBJECT TO RULE 408, SCRE

Desa,

I can elaborate by phone or in person at some time, but Howard is agreeable to Shirley moving forward with the sale at \$1,195,000.00 as long as he nets \$665,000. As your last email indicated, you might be receiving or soliciting other offers, so if the price increases, Howard would be paid the additional amount less the increase of the 5% real estate commission. The appeal would need to be held in abeyance while the sale is consummated.

Tommy



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 **MERITAS LAW FIRMS WORLDWIDE**

From: Desa Ballard
To: Thomas W. Bunch, II
Cc: Mara T. Ballard, CFE, CMA (mara@desaballard.com); Mara Ballard; Beth Cogan
Subject: RE: Hammer settlement; 1634 Main
Date: Wednesday, July 02, 2014 7:02:04 PM

I can't guarantee what Howard will net, because I don't know what the liens are, not do I have any control over them. The longer I stay involved, the more my fees (associated with the sale of the building) go up too. I don't know what judgments are out there against Howard. Interest will continue to accrue on the \$55K that was awarded at the January hearing (which he can stop by paying those fees now). Howard's position is, oddly, going to end up with me earning more fees to sell the building. It's fine with me, but I have other things I'd rather be doing. Shirley is also earning more interest every day.

My job is to get a commercially reasonable price, which I am trying to do. I just happened to get a copy of a letter Howard wrote to the tax assessor last year claiming the building was only worth \$300K-something which would not even pay Shirley's judgments. Howard should get down on the ground and kiss it because we were able to get such a high price offered (I expect the contract next week). We have stopped marketing the building, so we know that the price is. If Howard gets anything at all, it will be windfall to him, because we are doing all the work.

I am not trying to be unreasonable. I have a client with judgments more than a year old who has not collected a dime. The best course for Howard is to dismiss his appeals and consent to the sale. He can increase his net from the sale by paying off the \$55K on which interest is still running. Perhaps he can negotiate down the liens or judgments that are going to cut into his net recovery. That's not my job nor it is my concern.

I will not consent to stay the appeal. If you can convince the Supremes to delay it, go for it.

We are going to move forward with the foreclosure action in case there is any chance at all that the Supremes disagree with Judge Strickland's order, so we have a back-up position for Shirley's ownership of the building. Either way, Shirley's judgments will get paid from the equity in the building, as will my fees.

I had hoped for a positive response; some indication Howard was going to cooperate. Had he done so, he would increase the likelihood that he will net a higher amount from the sale. Without his cooperation, all of us will spend more money and time. Ridiculous.

I will notify the Court that settlement discussions have concluded.

db

From: Thomas W. Bunch, II
To: Desa Ballard
Subject: RE: Hammer settlement; 1634 Main
Date: Thursday, July 03, 2014 3:53:14 PM

Desa,

I overlooked the possibility of liens (judgments and tax liens) and understand that there may be a tax lien on the property. You know the liens on the property since Shirley proposed talking the property in satisfaction of the judgment, she has agreed to a sale price, and she claims to have spent over \$55k in supplementary proceedings. Further, you filed a foreclosure action in which you should have included all liens against the property. Regardless, any liens arising before Shirley took ownership of the property would come out of Howard's proceeds, not Shirley's. You also raise the issue about your fees going up for the sale of the building. You had already provided for those in your last accounting.

We have serious issues with the amount of fees you are claiming for marketing and sale of the property, including your admission that you are assessing Howard for your legal advice to the broker. We have serious disputes over other expense claims. We don't believe it is commercially reasonable to sell the property for 80% of its appraised value. Nevertheless, the figure I proposed gives Shirley full credit for the expenses in your last accounting, less a reduction for the broker's commission since the sale price went down. Further, it takes out of the equation the commercially reasonable sale issue. It allows Shirley to recover all of expenses without facing the prospect of what happens when Judge Strickland's order is reversed. I would hope that Shirley would be more interested in selling the property and recovering her costs than continuing to litigate.

In the long run, how far apart are we when we are offering your full accounting (plus estimated future fees, and we agree that liens arising prior to Shirley's ownership come from Howard's share? Or, put another way, what else is Shirley demanding since your latest accounting? Let's settle this case.

Tommy



Thomas W. Bunch, II
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 MERITAS LAW FIRMS WORLDWIDE

From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Wednesday, July 2, 2014 7:02 PM
To: Thomas W. Bunch, II
Cc: mara@desaballard.com; Mara Ballard; Beth Cogan
Subject: RE: Hammer settlement; 1634 Main

I can't guarantee what Howard will net, because I don't know what the liens are, not do I have any control over them. The longer I stay involved, the more my fees (associated with the sale of the building) go up too. I don't know what judgments are out there against Howard. Interest will continue to accrue on the \$55K that was awarded at the January hearing (which he can stop by

EXHIBIT A

From: Desa Ballard
To: Thomas W. Bunch, II
Cc: Mara T. Ballard, CFE, CMA (mara@desaballard.com); Mara Ballard; Beth Cogan
Subject: RE: Hammer settlement; 1634 Main
Date: Thursday, July 03, 2014 3:56:31 PM

I am not giving legal advice to the broker. Shirley is my client. I am doing what is required for my client to sell the building in accordance with the Judge's order.

I am fully in favor of settling the case; I can get you current numbers of what is owed the first of next week. Settlement requires a release and indemnification agreement from Howard. If that is a deal breaker, let me know.

db

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Thursday, July 03, 2014 3:51 PM
To: Desa Ballard
Subject: RE: Hammer settlement; 1634 Main

Desa,

I overlooked the possibility of liens (judgments and tax liens) and understand that there may be a tax lien on the property. You know the liens on the property since Shirley proposed talking the property in satisfaction of the judgment, she has agreed to a sale price, and she claims to have spent over \$55k in supplementary proceedings. Further, you filed a foreclosure action in which you should have included all liens against the property. Regardless, any liens arising before Shirley took ownership of the property would come out of Howard's proceeds, not Shirley's. You also raise the issue about your fees going up for the sale of the building. You had already provided for those in your last accounting.

We have serious issues with the amount of fees you are claiming for marketing and sale of the property, including your admission that you are assessing Howard for your legal advice to the broker. We have serious disputes over other expense claims. We don't believe it is commercially reasonable to sell the property for 80% of its appraised value. Nevertheless, the figure I proposed gives Shirley full credit for the expenses in your last accounting, less a reduction for the broker's commission since the sale price went down. Further, it takes out of the equation the commercially reasonable sale issue. It allows Shirley to recover all of expenses without facing the prospect of what happens when Judge Strickland's order is reversed. I would hope that Shirley would be more interested in selling the property and recovering her costs than continuing to litigate.

In the long run, how far apart are we when we are offering your full accounting (plus estimated future fees, and we agree that liens arising prior to Shirley's ownership come from Howard's share? Or, put another way, what else is Shirley demanding since your latest accounting? Let's settle this case.

Tommy

From: Thomas W. Bunch, II
To: Desa Ballard
Subject: RE: Hammer settlement; 1634 Main
Date: Thursday, July 03, 2014 4:13:53 PM

Desa,

Both Hyman and I understood you to say that you were advising the broker and that was included in the fee calculation.

I'll ask Howard about the release and indemnification, but I recall that earlier you had said you wanted an indemnification, but would not require one. So, that begs the question, indemnification of what? Further, I don't understand the need for a release if we dismiss the appeal once the property is sold. Nevertheless, I'll discuss with Howard.

By the way, I was not actually asking for another accounting. At some time, Howard is not going to pay more in cost claims. They have gone from 439 to 462 and now to God knows what. I had to fight like crazy to get Howard to agree to the first increase. That is why our offer is for Howard to net a set amount from the sale so questionable expenses are not continually assessed against his take of the sale.

Tommy



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TBunch@robinsonlaw.com
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P: (803) 779-8900

THE MERITAS LAW FIRMS WORLDWIDE

From: Desa Ballard [mailto:desab@desaballard.com]
Sent: Thursday, July 3, 2014 3:56 PM
To: Thomas W. Bunch, II
Cc: mara@desaballard.com; Mara Ballard; Beth Cogan
Subject: RE: Hammer settlement; 1634 Main

I am not giving legal advice to the broker. Shirley is my client. I am doing what is required for my client to sell the building in accordance with the Judge's order.

I am fully in favor of settling the case; I can get you current numbers of what is owed the first of next week. Settlement requires a release and indemnification agreement from Howard. If that is a deal breaker, let me know.

db

Desa Ballard
Ballard & Watson

From: Desa Ballard
To: Thomas W. Bunch, II
Cc: Mara Ballard; Beth Cogan
Subject: RE: Hammer settlement; 1634 Main
Date: Thursday, July 03, 2014 4:20:28 PM

I said I was dealing with the broker on Shirley's behalf; I never said I was advising him. And I'm not.

I did say I would do without an indemnification, and I'll amend my last email to that effect. If Howard gives the release that I have already prepared (which may need amending, I haven't looked at it in quite a while - since I sent it to you)

If you don't want updated numbers, I won't send them. That won't make them stop increasing. MOST of what I am doing for Shirley does not go into the column that comes from the sales proceeds, but fees related to the sale of the building do. I can't make the fees from the sale of the building stop going up. Only Howard can do that.

We do not have it within our power to guarantee Howard any net from the sale of the building.

db

Desa Ballard
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Attorneys at Law
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Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Thursday, July 03, 2014 4:12 PM
To: Desa Ballard
Subject: RE: Hammer settlement; 1634 Main

Desa,

Both Hyman and I understood you to say that you were advising the broker and that was included in the fee calculation.

I'll ask Howard about the release and indemnification, but I recall that earlier you had said you wanted an indemnification, but would not require one. So, that begs the question, indemnification of what? Further, I don't understand the need for a release if we dismiss the appeal once the property is sold. Nevertheless, I'll discuss with Howard.

From: Desa Ballard
To: Thomas W. Bunch, II
Cc: Beth Cogan (beth@desaballard.com); Mara Ballard; Beth Cogan
Subject: RE: Hammer settlement; 1634 Main
Date: Friday, July 11, 2014 10:00:19 AM

I am not available next week, but I could meet the week after (week of July 21st). Please let me know your availability and we'll schedule something. I do so much want to get this over.

db

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Thursday, July 10, 2014 3:47 PM
To: Desa Ballard
Subject: RE: Hammer settlement; 1634 Main

Desa,

I have spoken with Howard a couple of times this week regarding settlement, most recently this afternoon. May I and Hyman come by your office one day early next week to discuss where we are and see if we can bridge any gaps we might have.

Tommy



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TO MERITAS' LAW FIRMS WORLDWIDE

From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Thursday, July 3, 2014 4:20 PM
To: Thomas W. Bunch, II
Cc: Mara Ballard; Beth Cogan
Subject: RE: Hammer settlement; 1634 Main

I said I was dealing with the broker on Shirley's behalf; I never said I was advising him. And I'm not.

EXHIBIT A

From: Desa Ballard
To: Keith Esquire M. Babcock (kmb@lbglegal.com); Thomas W Bunch (TBunch@robinsonlaw.com)
Cc: Mara T. Ballard, CFE, CMA (mara@desaballard.com); Mara Ballard; Beth Cogan
Subject: 1634 Main Street (Hammer)
Date: Friday, July 11, 2014 10:38:57 AM

Keith:

We have signed a LOI and expect a contract of sale today or Monday. The LOI and contract give the purchaser 60 days to close.

The receiver from the Supreme Court will deal with the remaining client files in the building, but I wanted to give Alvin and Howard the opportunity to remove the remaining furnishings in the suite that the law firm formerly occupied. I recall Alvin saying he would handle at least some of the furniture because he was the PR of Henry Hammer's estate (although I understand that estate is actually closed).

I'm copying Tommy Bunch too, since I think he's Howard's current lawyer for these purposes. If you guys can coordinate we can set a date for a moving van I can work with Marion Turbeville to provide access to the suite at a mutually agreeable time. I doubt anyone knows who really owns all the personal property in that suite, but as between Howard and Alvin, if they can agree I will feel comfortable letting them jointly decide and take possession of the contents (other than the files in the custody of the Supreme Court).

If you are Tommy have a better idea, I'd love to hear it. Thanks for assisting with this.

db

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

EXHIBIT A

From: Desa Ballard
To: [Keith M. Babcock](mailto:Keith.M.Babcock); TBunch@robinsonlaw.com
Cc: [Mara Ballard](mailto:Mara.Ballard); [Mara Ballard](mailto:Mara.Ballard); [Beth Cogan](mailto:Beth.Cogan); [Mara Ballard](mailto:Mara.Ballard); [Beth Cogan](mailto:Beth.Cogan)
Subject: RE: 1634 Main Street (Hammer)
Date: Friday, July 11, 2014 11:29:22 AM

It's \$1,195,000.00.

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Keith M. Babcock [<mailto:kmb@lbglegal.com>]
Sent: Friday, July 11, 2014 11:27 AM
To: Desa Ballard; TBunch@robinsonlaw.com
Cc: Mara Ballard; Mara Ballard; Beth Cogan
Subject: RE: 1634 Main Street (Hammer)

Thanks, Desa. What will the price be?
Keith

Keith M. Babcock
Lewis, Babcock & Griffin, L.L.P.
Post Office Box 11208
Columbia, S.C. 29211
(803)771-8000
(803)733-3534 (fax)

kmb@lbglegal.com
website: <http://www.lbglegal.com>

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From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Friday, July 11, 2014 10:39 AM
To: Keith M. Babcock; TBunch@robinsonlaw.com
Cc: mara@desaballard.com; Mara Ballard; Beth Cogan
Subject: 1634 Main Street (Hammer)

Keith:

We have signed a LOI and expect a contract of sale today or Monday. The LOI and contract give the purchaser 60 days to close.

From: Thomas W. Bunch, II
To: Desa Ballard
Subject: RE: Hammer settlement; 1634 Main
Date: Friday, July 11, 2014 3:15:28 PM

Desa,

You have indicated that Shirley is unwilling to guarantee Howard any amount from the sale of the property. Although I understand your position, our offer was intended to hold firm on the accountings you have provided since those continue to go up while the sale price goes down. This brings into play the validity of the alleged expenses and the commercial reasonableness of the sale if we cannot settle. Without settlement, it further brings into play the bond amount, whether Shirley could even get a bond, and whether a buyer could secure a marketable title. Of course, if Howard prevails on appeal, which he should, then the plot really twists.

In light of these uncertainties and significant issues, and the mounting costs for our respective clients, Howard is agreeable to approving the sale at \$1.195mm. Shirley's recovery from the sale would be \$530m which includes payment of the 5% real estate commission. Liens existing at the time of the transfer (January 21) would be paid, and the balance would be paid to Howard.

All of this assumes that the buyer pays the full sales price of \$1.195mm. If the buyer discovers something in its due diligence and wants a price reduction, we would have to assess the significance of that issue and agree on how that reduction should be allocated. I would like to be more definitive on this issue, but don't have a better way to handle it now. We are open to suggestions. Maybe the contract can be drawn tightly enough so that there can be no price reduction, but that is up to the current owner of the property.

As for the appeal, you can let that ride its course, or you can seek to stay it. I'm not sure why you would want the possibility that Judge Strickland's order could be reversed looming over a sale, but that is also your call.

If the sale goes through and this agreement is followed by SH, we would dismiss the appeal if no decision has been rendered. There would be no need for a release or indemnity related to what has transpired as to 1634 Main for the last six months as Judge Strickland's order would be the law of the case, and we are not willing to give broad release you previously sent over.

Tommy

From: Desa Ballard [mailto:desab@desaballard.com]
Sent: Friday, July 11, 2014 10:00 AM
To: Thomas W. Bunch, II
Cc: beth@desaballard.com; Mara Ballard; Beth Cogan
Subject: RE: Hammer settlement; 1634 Main

st

From: Desa Ballard
To: Thomas W. Bunch, II
Cc: Mara Ballard; Beth Cogan
Subject: RE: Hammer settlement; 1634 Main
Date: Friday, July 11, 2014 5:49:04 PM

I want this over and I've sent you several proposals. None have been responded to, other than to say "no release" or you telling me what Howard demands. I have sent you settlement documents to consider and gotten nothing in return. Send me something real I can look at. With Howard, the devil is in the details.

I have made no mis-statements, and I resent the suggestion. Everything I have said is true, to the best of my knowledge. I did not receive the contract today (although I'm still at my desk, so it could still happen).

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Friday, July 11, 2014 5:43 PM
To: Desa Ballard
Subject: RE: Hammer settlement; 1634 Main

Desa,

It is obvious that, in fact, you do want to get into disputes and prolong this matter for all. We have made several reasonable offers to avoid disputes and end this litigation. These offers pay your client in full, or virtually pay her in full. You have rejected every offer and have yet to make a counter, other than "my way or the highway." Further, given the clear factual misstatements we have received over the last couple of months, we can't rely on your unsubstantiated accounting. Just in this string of emails you state that you have stopped marketing the building so we know what the price is, but now you say that "we have two others still sniffing around." Well, what is the real story? If Shirley wishes to make a counter-offer, please do so. If she wants to incur additional fees, continue the appeal, and maybe end up with a result she can live with, that is fine. You are clearly on notice that you cannot reasonably rely on Judge Strickland's order to recover expenses if the order is reversed, or perhaps just modified. Likewise, any expenses you incur after offers of full payment will not be recoverable.

Tommy

From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Friday, July 11, 2014 4:05 PM
To: Thomas W. Bunch, II
Cc: mara@desaballard.com; Mara Ballard; Beth Cogan
Subject: RE: Hammer settlement; 1634 Main

I am not going to get in a dispute with you about the costs Shirley is incurring for the sale; I've told you I'm spending as little time on this as possible. Nonetheless, the numbers are increasing.

The purchaser accepted the LOI with an "as is" stipulation, so I'm fairly comfortable with that. In addition, we have two others still sniffing around. The numbers will be what they will be. The premium for the appeal bond comes out of the sales proceeds, so it doesn't really matter to Shirley how much the premium is; it affects Howard more than it affects anyone. As soon as I have the signed contract, I'm submitting a proposed order to Judge Strickland (all of which will be billed for). The more Howard squawks about the amount of the appeal bond, the more money it costs him, both in premiums and in my time. You can lessen my expenses by dismissing the appeal and recognizing that the price is a windfall to Howard. Or not. That's not my call. You can ask to stay the appeal to keep all your options open.

I have no concern about the sales price or the costs of sale. I have no concerns about Judge Strickland's order being reversed. You can huff and puff, and use your extensive scholarly resources to write a brief that tears me a new one.

At some point, it would seem to be that the best advice you can give your client is to simply shut up and accept the generous payout coming his way. But that's not my call.

db

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Friday, July 11, 2014 3:14 PM
To: Desa Ballard
Subject: RE: Hammer settlement; 1634 Main

Desa,

EXHIBIT A

You have indicated that Shirley is unwilling to guarantee Howard any amount from the sale of the property. Although I understand your position, our offer was intended to hold firm on the accountings you have provided since those continue to go up while the sale price goes down. This brings into play the validity of the alleged expenses and the commercial reasonableness of the sale if we cannot settle. Without settlement, it further brings into play the bond amount, whether Shirley could even get a bond, and whether a buyer could secure a marketable title. Of course, if Howard prevails on appeal, which he should, then the plot really twists.

In light of these uncertainties and significant issues, and the mounting costs for our respective clients, Howard is agreeable to approving the sale at \$1.195mm. Shirley's recovery from the sale would be \$530m which includes payment of the 5% real estate commission. Liens existing at the time of the transfer (January 21) would be paid, and the balance would be paid to Howard.

All of this assumes that the buyer pays the full sales price of \$1.195mm. If the buyer discovers something in its due diligence and wants a price reduction, we would have to assess the significance of that issue and agree on how that reduction should be allocated. I would like to be more definitive on this issue, but don't have a better way to handle it now. We are open to suggestions. Maybe the contract can be drawn tightly enough so that there can be no price reduction, but that is up to the current owner of the property.

As for the appeal, you can let that ride its course, or you can seek to stay it. I'm not sure why you would want the possibility that Judge Strickland's order could be reversed looming over a sale, but that is also your call.

If the sale goes through and this agreement is followed by SH, we would dismiss the appeal if no decision has been rendered. There would be no need for a release or indemnity related to what has transpired as to 1634 Main for the last six months as Judge Strickland's order would be the law of the case, and we are not willing to give broad release you previously sent over.

Tommy

From: Desa Ballard [<mailto:desab@desaballard.com>]

Sent: Friday, July 11, 2014 10:00 AM

To: Thomas W. Bunch, II

Cc: beth@desaballard.com; Mara Ballard; Beth Cogan

Subject: RE: Hammer settlement; 1634 Main

I am not available next week, but I could meet the week after (week of July 21st). Please let me know your availability and we'll schedule something. I do so much want to get this over.

db

Desa Ballard

EXHIBIT A

From: Thomas W. Bunch, II
To: Desa Ballard
Subject: RE: Hammer settlement; 1634 Main
Date: Friday, July 11, 2014 5:56:41 PM

You sent settlement documents based on a proposal which we did not accept, and before we even had a chance to respond to the proposal. Since then we have submitted other offers, but the only response is a resounding "no."

If you wish to counter today's offer, I look forward to it.

From: Desa Ballard [mailto:desab@desaballard.com]
Sent: Friday, July 11, 2014 5:49 PM
To: Thomas W. Bunch, II
Cc: Mara Ballard; Beth Cogan
Subject: RE: Hammer settlement; 1634 Main...

I want this over and I've sent you several proposals. None have been responded to, other than to say "no release" or you telling me what Howard demands. I have sent you settlement documents to consider and gotten nothing in return. Send me something real I can look at. With Howard, the devil is in the details.

I have made no mis-statements, and I resent the suggestion. Everything I have said is true, to the best of my knowledge. I did not receive the contract today (although I'm still at my desk, so it could still happen).

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [mailto:TBunch@robinsonlaw.com]
Sent: Friday, July 11, 2014 5:43 PM
To: Desa Ballard
Subject: RE: Hammer settlement; 1634 Main

Desa,

It is obvious that, in fact, you do want to get into disputes and prolong this matter for all. We have made several reasonable offers to avoid disputes and end this litigation. These offers pay your

From: Desa Ballard
To: Thomas W. Bunch, II
Cc: Mara Ballard; Beth Cogan
Subject: RE: Hammer settlement; 1634 Main
Date: Friday, July 11, 2014 5:57:13 PM

I'll start again.

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Friday, July 11, 2014 5:55 PM
To: Desa Ballard
Subject: RE: Hammer settlement; 1634 Main

You sent settlement documents based on a proposal which we did not accept, and before we even had a chance to respond to the proposal. Since then we have submitted other offers, but the only response is a resounding "no."

If you wish to counter today's offer, I look forward to it.

From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Friday, July 11, 2014 5:49 PM
To: Thomas W. Bunch, II
Cc: Mara Ballard; Beth Cogan
Subject: RE: Hammer settlement; 1634 Main

I want this over and I've sent you several proposals. None have been responded to, other than to say "no release" or you telling me what Howard demands. I have sent you settlement documents to consider and gotten nothing in return. Send me something real I can look at. With Howard, the devil is in the details.

I have made no mis-statements, and I resent the suggestion. Everything I have said is true, to the best of my knowledge. I did not receive the contract today (although I'm still at my desk, so it could still happen).

Desa Ballard
Ballard & Watson

EXHIBIT A

From: Desa Ballard
To: Thomas W. Bunch, II
Cc: Mara T. Ballard, CFE, CMA (mara@desaballard.com); Mara Ballard; Beth Cogan
Subject: RE: Hammer settlement; 1634 Main
Date: Tuesday, July 15, 2014 1:28:32 PM
Importance: High

I've gone back through our communications about this and given it a great deal of thought. We have the contract from the purchaser and Shirley will be signing it tomorrow.

Our position has always been that any settlement with Howard requires a full general release from Howard for Shirley (for which she would reciprocate if you wish). Your refusal to include a release as part of the settlement discussion is a deal breaker.

I did not re-do the settlement documents as I said I would because of the issue of the release. In one last effort to settle, however, I have authority to do this:

Cash payment to Shirley (via our office) of \$50K by close of business tomorrow (7-16) and an additional \$500,000.00 no later than 7-23-2014 (close of business) and a full general release from Howard. Consent to remand and unwind the transfers from Strickland order.

Or –

Cash payment to Shirley (via our office) of \$100K by close of business tomorrow (7-16) and an additional \$550,000.00 no later than 7-23-2014 (close of business) with no release from Howard. Consent to remand and unwind the transfers from Strickland order.

If this is acceptable, I'll have the documents to you by noon tomorrow.

db

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

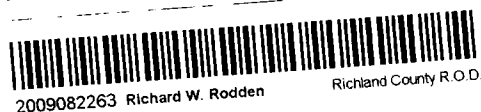
From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Friday, July 11, 2014 3:14 PM
To: Desa Ballard
Subject: RE: Hammer settlement; 1634 Main

Prepared by and Return to:
 Knowlton D. Sanders, Esq.
 PO Box 2285
 Columbia, SC 29202

Book 1566-1884
 2009082263 11/02/2009 11:13:32:557
 Fee: \$11.00 County Tax: \$0.00

Warranty Deed
 State Tax: \$0.00

EXHIBIT B



STATE OF SOUTH CAROLINA)

GENERAL WARRANTY DEED

COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS, that Alvin J. Hammer, Howard Hammer and Stanley F. Hammer (**collectively, "Grantor"**), in the State aforesaid, for and in consideration of the sum of Five and No/100 (\$5.00) Dollars to him paid by HASCI, LLC, a South Carolina limited liability company (**"Grantee"**), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said **Grantee**, their heirs, successors and assigns:

THE PROPERTY DESCRIBED ON THE ATTACHED EXHIBIT "A"

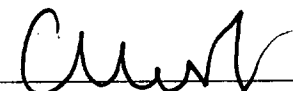
Grantee's Address:

HASCI, LLC
 c/o Alvin J. Hammer
 68 Lenwood Ave.
 Charleston, SC 29401

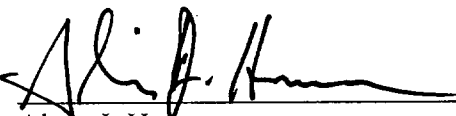
Subject to all covenants, easements and restrictive covenants of record and to all governmental statutes, ordinances, rules and regulations. Together with all and singular, the rights members hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To Have and to Hold all and singular the premises before mentioned unto the said Grantee, their heirs, successors and assigns forever, and they do hereby bind themselves and their heirs, executors, and administrators to warrant and forever defend all and singular the said premises unto the said Grantee, their heirs, successors and assigns, against them and their heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS their Hands and Seals this 30th day of October, 2009.



 Witness

 (SEAL)

 Alvin J. Hammer



 Witness

STATE OF SOUTH CAROLINA)

COUNTY OF Charleston)

EXHIBIT B

ACKNOWLEDGEMENT

I, Karen Sudlow, do hereby certify that Alvin J. Hammer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 12th day of October, 2009.

Karen Sudlow
Notary Public for South Carolina
My Commission Expires 2/2/2019

EXHIBIT B

Devin Tacey
Witness

Sharon Queen
Witness

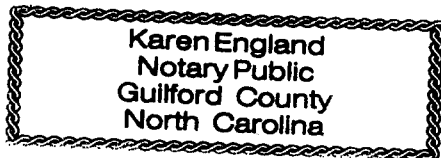
Stanley F. Hammer (SEAL)
Stanley F. Hammer

STATE OF NORTH CAROLINA)
COUNTY OF Guilford)

ACKNOWLEDGEMENT

I, Karen England, do hereby certify that Stanley F. Hammer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 8th day of October, 2009.



Karen England
Notary Public for North Carolina
My Commission Expires March 8, 2014

Laurel E Be

Witness

Beth E Bernstein

Witness

Howard Hammer (SEAL)

Howard Hammer

EXHIBIT B

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, Beth E. Bernstein, do hereby certify that Howard Hammer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 19 day of October, 2009.

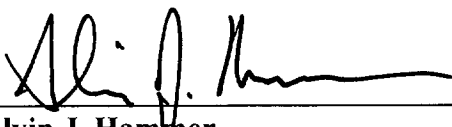
Beth E Bernstein
Notary Public for South Carolina
My Commission Expires 2-22-15

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

EXHIBIT B**AFFIDAVIT FOR EXEMPT
TRANSFERS**

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

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is located at 1011 Assembly Street, Columbia, SC 29201, bearing Richland County Tax Map Number R08916-09-08 and was transferred by Alvin J. Hammer, Howard Hammer, and Stanley F. Hammer to HASCI, LLC on October 30,
2009.
3. The deed is exempt from the deed recording fee under South Carolina Code Section 12-24-40(9) as the property is being transferred to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor.
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: a Grantor.
5. 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.


 Alvin J. Hammer

SWORN to before me this 12th day of
October, 2009.

Karen Sudlow
 Notary Public for South Carolina
 My Commission Expires: 2/2/2019

INFORMATION**EXHIBIT B**

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that is otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity, which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

Exhibit "A"**EXHIBIT B**

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being on the Western side of Assembly Street between Senate and Pendleton Street in the City of Columbia County of Richland, State of South Carolina, being shown and designated as 1011 Assembly Street and 1013 Pendleton Street on a plat prepared for Bessie Bernstein and Jane Gibbes Edens by William Wingfield, Registered Surveyor, dated October 25, 1957, revised January 3, 1958, and later revised February 24, 1959, and having the following metes and bounds: commencing at a point on said Assembly Street Two Hundred Nine and 75/100 (209.75') feet North of the Northwest corner of Pendleton Street and Assembly Street and running along said Assembly Street South 18 degrees 50 minutes East for a distance of One Hundred Forty (140') feet; thence turning and running South 70 degrees 59 minutes West for a distance of Two Hundred Eight and 25/100 (208.25') feet; and being bounded on the South along said line by property now or formerly of Leventis; thence turning and running South 19 degrees no minutes East for a distance of Sixty-nine and 75/100 (69.75') feet; thence turning and running along Pendleton Street South 71 degrees seven (7) minutes West for a distance of One Hundred Twelve and 64/100 (112.64') feet; thence turning and running North 18 degrees 52 minutes West for a distance of Twenty-nine (29') feet, and being bounded on the West along said line by property now or formerly of Rivkin; thence turning and running South 71 degrees 7 minutes West for a distance of Ninety-six (96') feet to Park Street and being bounded on the South along said line by property now or formerly of Rivkin; thence turning and running North 18 degrees 52 minutes West for a distance of One Hundred Seventy-nine and Eight-tenths (179.8') feet along said Park Street; thence turning and running North 70 degrees 56 minutes East for a distance of Four Hundred Sixteen and Nine-tenths (416.9') feet to the point of commencement, be all measurements a little more or less and being bounded on the North along said line by property of Bookman, Caughman and Sebastian, all of which is shown on said plat.

This being the identical property conveyed to Alvin J. Hammer, Howard Hammer and Stanley F. Hammer by deed recorded December 30, 1961 in Book 316 Page 288, in the Office of the Register of Deeds for Richland County; and deed recorded January 3, 1985, in Book 724 Page 408, in the Office of the Register of Deeds for Richland County; and deed recorded December 18, 2007, in Book 1385 Page 1719, in the Office of the Register of Deeds for Richland County.

TMS #R08916-09-08

Prepared by and Return to:
 Knowlton D. Sanders, Esq.
 PO Box 2285
 Columbia, SC 29202

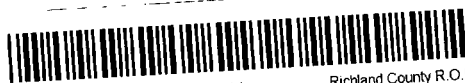
Book 1566-1889

2009082264 11/02/2009 11:13:32:633

Fee: \$11.00 County Tax: \$0.00

Warranty Deed

State Tax: \$0.00

EXHIBIT B

2009082264 Richard W. Rodden

Richland County R.O.D.

STATE OF SOUTH CAROLINA)

GENERAL WARRANTY DEED

COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS, that Alvin J. Hammer, Howard Hammer and Stanley F. Hammer (**collectively, "Grantor"**), in the State aforesaid, for and in consideration of the sum of Five and No/100 (\$5.00) Dollars to him paid by HASCI, LLC, a South Carolina limited liability company (**"Grantee"**), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said **Grantee**, their heirs, successors and assigns:

THE PROPERTY DESCRIBED ON THE ATTACHED EXHIBIT "A"

Grantee's Address:

HASCI, LLC
 c/o Alvin J. Hammer
 68 Lenwood Ave.
 Charleston, SC 29401

Subject to all covenants, easements and restrictive covenants of record and to all governmental statutes, ordinances, rules and regulations. Together with all and singular, the rights members hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To Have and to Hold all and singular the premises before mentioned unto the said Grantee, their heirs, successors and assigns forever, and they do hereby bind themselves and their heirs, executors, and administrators to warrant and forever defend all and singular the said premises unto the said Grantee, their heirs, successors and assigns, against them and their heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS their Hands and Seals this 30th day of October, 2009.

 Witness

_____ (SEAL)
 Alvin J. Hammer

 Witness

STATE OF SOUTH CAROLINA)

EXHIBIT B

COUNTY OF Charleston)

ACKNOWLEDGEMENT

I, Karen Sudlow, do hereby certify that Alvin J. Hammer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 12th day of October, 2009.

Karen Sudlow
Notary Public for South Carolina
My Commission Expires 2/2/2019

EXHIBIT B

Devin Tally
Witness
Sharon Queen
Witness

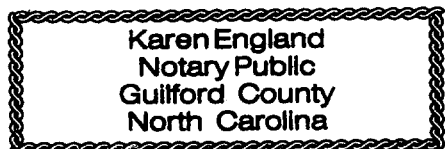
Stanley F. Hammer (SEAL)
Stanley F. Hammer

STATE OF NORTH CAROLINA)
COUNTY OF Guilford)

ACKNOWLEDGEMENT

I, Karen England, do hereby certify that Stanley F. Hammer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 8th day of October, 2009.



Karen England
Notary Public for North Carolina
My Commission Expires March 8, 2014

EXHIBIT B

(SEAL)

Laurel B.

Witness

Howard Hammer

Howard Hammer

John S. B.

Witness

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, Beth E. Bernstein, do hereby certify that Howard Hammer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 19 day of October, 2009.

John S. B.

Notary Public for South Carolina

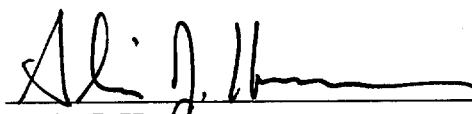
My Commission Expires 2-22-15

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

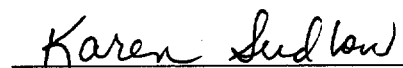
EXHIBIT B**AFFIDAVIT FOR EXEMPT
TRANSFERS**

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

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is located at 1017 Assembly Street, Columbia, SC 29201 designated on a plat by William Wingfield, Reg. Surveyor, dated August 8, 1958. bearing Richland County Tax Map Number R08916-0906 and was transferred by Alvin J. Hammer, Howard Hammer, and Stanley F. Hammer to HASCI, LLC on October 30, 2009.
3. The deed is exempt from the deed recording fee under South Carolina Code Section 12-24-40(9) as the property is being transferred to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor.
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: a Grantor.
5. 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.


 Alvin J. Hammer

SWORN to before me this 12th day of
October, 2009.


 Notary Public for South Carolina
 My Commission Expires: 2/2/2019

INFORMATION**EXHIBIT B**

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that is otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity, which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

Exhibit "A"

EXHIBIT B

All the Grantor's interest in that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being on the western side of Assembly Street between Pendleton Street and Senate Street in the City of Columbia, County of Richland and State of South Carolina, and being more particularly shown on a certain plat of property surveyed for Winchester Graham, Inc., by William Wingfield, Reg. Surveyor, dated August 8th, 1958, and recorded in the Office of the Clerk of Court for Richland County, South Carolina, in Plat Book 11 at Page 284 and being described as follows: on the north by property now or formerly of Caughman and measuring thereon one hundred and sixty-seven and eight tenths (167.8') feet; on the east by Assembly Street, whereon the same fronts for a distance of forty-four and five-tenths (44.5') feet; on the south by property now or formerly of Bernstein and Edens and measuring thereon one hundred and sixty-six (166') feet; and on the west by lands now or formerly of Caughman and measuring thereon forty-three and five tenths (43.5') feet.

This being the identical property conveyed to Alvin J. Hammer, Howard Hammer and Stanley F. Hammer by deed recorded December 18, 2007, in Book 1385 Page 1715, in the Office of the Register of Deeds for Richland County.

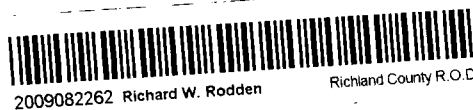
TMS# R08916-0906

Prepared by and Return to:
Knowlton D. Sanders, Esq.
PO Box 2285
Columbia, SC 29202

Book 1566-1879
2009082262 11/02/2009 11:13:32:477
Fee: \$11.00 County Tax: \$0.00

Warranty Deed
State Tax: \$0.00

EXHIBIT B



STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Alvin J. Hammer, Howard Hammer and Stanley F. Hammer (**collectively, "Grantor"**), in the State aforesaid, for and in consideration of the sum of Five and No/100 (\$5.00) Dollars to him paid by HASCI, LLC, a South Carolina limited liability company (**"Grantee"**), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said **Grantee**, their heirs, successors and assigns:

THE PROPERTY DESCRIBED ON THE ATTACHED EXHIBIT "A"

Grantee's Address:

HASCI, LLC
c/o Alvin J. Hammer
68 Lenwood Ave.
Charleston, SC 29401

Subject to all covenants, easements and restrictive covenants of record and to all governmental statutes, ordinances, rules and regulations. Together with all and singular, the rights members hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To Have and to Hold all and singular the premises before mentioned unto the said Grantee, their heirs, successors and assigns forever, and they do hereby bind themselves and their heirs, executors, and administrators to warrant and forever defend all and singular the said premises unto the said Grantee, their heirs, successors and assigns, against them and their heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS their Hands and Seals this 30th day of October, 2009.

[Signature]

Witness

[Signature]

(SEAL)

Alvin J. Hammer

[Signature]

Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston)

EXHIBIT B

ACKNOWLEDGEMENT

I, Karen Sudlow, do hereby certify that Alvin J. Hammer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 12th day of October, 2009.

Karen Sudlow
Notary Public for South Carolina
My Commission Expires 2/2/2019

EXHIBIT B

Devin Tully
Witness

Sharon Queen
Witness

Stanley F. Hammer (SEAL)
Stanley F. Hammer

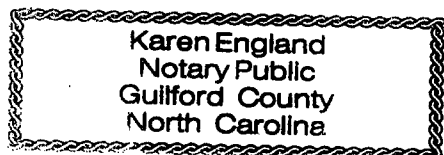
STATE OF NORTH CAROLINA)

COUNTY OF Guilford)

ACKNOWLEDGEMENT

I, Karen England, do hereby certify that Stanley F. Hammer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 8th day of October, 2009.



Karen England
Notary Public for North Carolina
My Commission Expires March 8, 2014

Lowell O Bent
Witness
Beth E Bernstein
Witness

Howard Hammer (SEAL)
Howard Hammer

EXHIBIT B

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, Beth E. Bernstein, do hereby certify that Howard Hammer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 19 day of October, 2009.

Beth E Bernstein
Notary Public for South Carolina
My Commission Expires 2-22-15

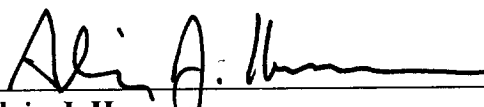
STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

EXHIBIT B

**AFFIDAVIT FOR EXEMPT
TRANSFERS**

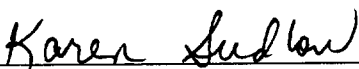
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is located at 2120 Main Street, Columbia, SC 29201 bearing Richland County Tax Map Number R09016-12-17 and was transferred by Alvin J. Hammer, Howard Hammer, and Stanley F. Hammer to HASCI, LLC on October 30, 2009.
3. The deed is exempt from the deed recording fee under South Carolina Code Section 12-24-40(9) as the property is being transferred to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor.
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: a Grantor.
5. 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.



Alvin J. Hammer

SWORN to before me this 12th day of
October, 2009.



Notary Public for South Carolina
My Commission Expires: 2/2/2019

INFORMATION**EXHIBIT B**

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that is otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity, which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

Exhibit "A"**EXHIBIT B**

All of Grantor's interest in that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the City of Columbia, and the County of Richland, State of South Carolina, on the east side of Main Street, being more particularly shown on a plat prepared for Isadore S. Bernstein by William Wingfield, Reg. Surveyor, dated August 16, 1963, and revised February 3, 1964; the land hereby conveyed, as shown on said plat, commencing at an iron marker in the right-of-way line of Main Street; thence running North seventy-five degrees twenty-eight minutes East (N 75° 28' E) for a distance of two hundred seven and six-tenths (207.6') feet to an iron marker; thence turning and running South fifteen degrees twenty-seven minutes East (S 15° 27' E) for a distance of forty-eight and two-tenths (48.2') feet to an iron marker; thence turning and running South fourteen degrees fifteen minutes East (S 14° 15' E) for a distance of one hundred nine (109.0') feet on an iron marker; thence turning and running South seventy-five degrees fifty-eight minutes West (S 75° 58' W) for a distance of fifty-two and five-tenths (52.5') feet to an iron marker; thence turning and running South seventy-seven degrees forty-seven minutes West (S 77° 47' W) for a distance of one hundred fifty-five and four-tenths (155.4') feet to an iron marker in the right-of-way line of Main Street; thence turning and running along the right-of-way line of Main Street North fourteen degrees seventeen minutes West (N 14° 17' W) for a distance of one hundred fifty and seven-tenths (150.7') feet to the point of commencement.

The land hereby conveyed is bounded on the West by Main Street; on the North by property now or formerly of Gulf Oil Company and property now or formerly of Nix, Fox and Rice; on the East by property now or formerly of Nichols and by property now or formerly of Yeoman; and on the South by property now or formerly of Michas and property now or formerly of Howard.

ALSO: The land hereby conveyed is subject to the Right of Way and Easement, of a permanent easement and right of way, 15 feet in width, together with the right during the course of construction to use such additional width as may be necessary, not to exceed 25 feet on either side of the permanent right of way herein granted, and together with the perpetual right of entry upon the lands hereinafter described at any reasonable time for the purpose of laying, constructing, maintaining, operating, repairing, replacing or changing the size of, and removing, in whole or in part, underground sanitary sewers for the purpose of transporting or conveying sewage across, through and under the lands hereafter described, together with the right to excavate and refill ditches and/or trenches for the construction of said sanitary sewers and the further right to remove bushes, undergrowth, crops and/or other obstructions interfering with the location, construction or maintenance of said sanitary sewers, however nothing herein shall be construed as granting the permission to remove trees. As conveyed to East Richland County Public Service District by deed of Eleanor R. Niestat recorded April 14, 1976, in Book D381 at Page 583 in the Office of the Clerk of Court for Richland County.

This being the identical property conveyed to Alvin J. Hammer, Howard Hammer and Stanley F. Hammer by deed recorded December 18, 2007, in Book 1385 Page 1727, in the Office of the Register of Deeds for Richland County.

TMS #R09016-12-17

Prepared by and Return to:
 Knowlton D. Sanders, Esq.
 PO Box 2285
 Columbia, SC 29202

Book 1566-1865

2009082260 11/02/2009 11:13:32:197

Warranty Deed

EXHIBIT B

Fee: \$11.00 County Tax: \$0.00

State Tax: \$0.00



2009082260 Richard W. Rodden

Richland County R.O.D.

STATE OF SOUTH CAROLINA)

GENERAL WARRANTY DEED

COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS, that Alvin J. Hammer, Howard Hammer and Stanley F. Hammer (**collectively, "Grantor"**), in the State aforesaid, for and in consideration of the sum of Five and No/100 (\$5.00) Dollars to him paid by HASCI, LLC, a South Carolina limited liability company (**"Grantee"**), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said **Grantee**, their heirs, successors and assigns:

THE PROPERTY DESCRIBED ON THE ATTACHED EXHIBIT "A"

Grantee's Address:

HASCI, LLC
 c/o Alvin J. Hammer
 68 Lenwood Ave.
 Charleston, SC 29401

Subject to all covenants, easements and restrictive covenants of record and to all governmental statutes, ordinances, rules and regulations. Together with all and singular, the rights members hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To Have and to Hold all and singular the premises before mentioned unto the said Grantee, their heirs, successors and assigns forever, and they do hereby bind themselves and their heirs, executors, and administrators to warrant and forever defend all and singular the said premises unto the said Grantee, their heirs, successors and assigns, against them and their heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS their Hands and Seals this 30th day of October, 2009.

Witness

Alvin J. Hammer

(SEAL)

Witness

EXHIBIT B

STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston)

ACKNOWLEDGEMENT

I, Karen Sudlow, do hereby certify that Alvin J. Hammer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 02th day of October, 2009.

Karen Sudlow
Notary Public for South Carolina
My Commission Expires 2/2/2019

EXHIBIT B

Duane Talley
Witness

Sharon Queen
Witness

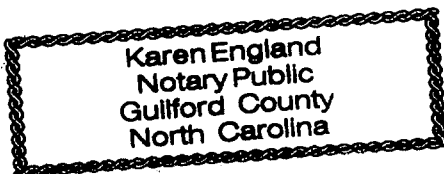
Stanley F. Hammer (SEAL)
Stanley F. Hammer

STATE OF NORTH CAROLINA)
COUNTY OF Guilford)

ACKNOWLEDGEMENT

I, Karen England, do hereby certify that Stanley F. Hammer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 8th day of October, 2009.



Karen England
Notary Public for North Carolina
My Commission Expires March 8, 2014

EXHIBIT B

Laurel E. Bern

Witness

[Signature]

Witness

[Signature] (SEAL)

Howard Hammer

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF RICHLAND)

)

I, Beth E. Bernstein, do hereby certify that Howard Hammer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 19 day of October, 2009.

[Signature]

Notary Public for South Carolina

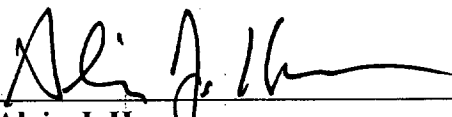
My Commission Expires 2-22-15

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

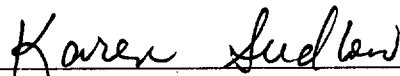
EXHIBIT B**AFFIDAVIT FOR EXEMPT
TRANSFERS**

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

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is located at 2121 Sumter Street, Columbia, SC 29201 bearing Richland County Tax Map Number R09016-12-04 and was transferred by Alvin J. Hammer, Howard Hammer, and Stanley F. Hammer to HASCI, LLC on October 30, 2009.
3. The deed is exempt from the deed recording fee under South Carolina Code Section 12-24-40(9) as the property is being transferred to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor.
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: a Grantor.
5. 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.


 Alvin J. Hammer

SWORN to before me this 1st day of
October, 2009.


 Notary Public for South Carolina
 My Commission Expires: 2/2/2019

INFORMATION**EXHIBIT B**

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that is otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity, which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

Exhibit "A"

EXHIBIT B

All of Grantor's interest in that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being on the west side of the 2100 block of Sumter Street, in the City of Columbia, County of Richland, State of South Carolina (formerly designated as 2121-23 Sumter Street), being more particularly shown and delineated on a plat prepared for Isadore S. Bernstein by William Wingfield, Registered Surveyor, dated May 26, 1964, said lot being bounded and measuring as follows: on the north by property now or formerly of Wheeler, whereon it measures two hundred seventeen and 4/10ths (217.4) feet as shown on said plat; on the east by Sumter Street whereon it fronts fifty-one (51) feet as shown on said plat; on the south by lot now or formerly of Yeoman whereon it measures two hundred seventeen (217) feet as shown on said plat; and on the west by lot now or formerly of Isadore S. Bernstein and Henry Hammer, whereon it measures fifty-one and 9/10ths (51.9) feet as shown on said plat .

This being the identical property conveyed to Alvin J. Hammer, Howard Hammer and Stanley F. Hammer by deed recorded December 18, 2007, in Book 1385 Page 1723, in the Office of the Register of Deeds for Richland County.

TMS #R09016-12-04

Book 1385-1715

2007111046 12/18/2007 16:39:07:130

Fee:\$10.00 County Tax:\$0.00

Warranty Deed
State Tax:\$0.00**EXHIBIT B**

Prepared by and Return to:
 Karen H. Thomas, Esq.
 PO Box 2285
 Columbia, SC 29202



STATE OF SOUTH CAROLINA)

GENERAL WARRANTY DEED

COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS, that Alvin J. Hammer, as Trustee of the Residuary Trust under the Last Will and Testament of Henry Hammer ("**Grantor**"), in the State aforesaid, for and in consideration of the sum of Five and No/100 (\$5.00) Dollars to him paid by Alvin J. Hammer, Howard Hammer and Stanley F. Hammer ("**Grantee**"), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said **Grantee**, their heirs, successors and assigns:

THE PROPERTY DESCRIBED ON THE ATTACHED EXHIBIT "A"

Grantees' Addresses:

Alvin J. Hammer
 68 Lenwood Ave.
 Charleston, SC 29401

Howard Hammer
 PO Box 1421
 Columbia, SC 29202

Stanley F. Hammer
 3301 Madison Ave.
 Greensboro, NC 27403

Subject to all covenants, easements and restrictive covenants of record and to all governmental statutes, ordinances, rules and regulations. Together with all and singular, the rights members hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To Have and to Hold all and singular the premises before mentioned unto the said Grantee, their heirs, successors and assigns forever, and they do hereby bind themselves and their heirs, executors, and administrators to warrant and forever defend all and singular the said premises unto the said Grantee, their heirs, successors and assigns, against them and their heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS their Hands and Seals this 13th day of December, 2007.

Carol R. Dean
 Witness

[Signature]
 Witness

Alvin J. Hammer (SEAL)
 Alvin J. Hammer, Trustee of the Residuary
 Trust under the Last Will and Testament of
 Henry Hammer

EXHIBIT B

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, Karen Sudlow, do hereby certify that Alvin J. Hammer, in his capacity as Trustee of the Residuary Trust under the Last Will and Testament of Henry Hammer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 13th day of December, 2007.

Karen Sudlow
Notary Public for South Carolina
My Commission Expires 2-10-09

EXHIBIT B

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AFFIDAVIT FOR EXEMPT TRANSFERS

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

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is located at 1017 Assembly Street, Columbia, SC 29201 designated on a plat by William Wingfield, Reg. Surveyor, dated August 8, 1958. bearing Richland County Tax Map Number R08916-0906 and was transferred by Alvin J. Hammer, Trustee of the Residuary Trust under the Last Will and Testament of Henry Hammer to Alvin J. Hammer, Howard Hammer, and Stanley F. Hammer on December 13, 2007.
3. The deed is exempt from the deed recording fee under South Carolina Code Section 12-24-40(9) as the property is passing from a family trust to a beneficiary.
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: the Grantor.
5. 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.

Ali. A. H.

**Alvin J. Hammer, Trustee of the Residuary Trust
under the Last Will and Testament of Henry Hammer**

SWORN to before me this 13th day of
December, 2007.

Karen Sudlow
Notary Public for South Carolina
My Commission Expires: 2-10-09

EXHIBIT B

Exhibit "A"

All the decedent's interest in that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being on the western side of Assembly Street between Pendleton Street and Senate Street in the City of Columbia, County of Richland and State of South Carolina, and being more particularly shown on a certain plat of property surveyed for Winchester Graham, Inc., by William Wingfield, Reg. Surveyor, dated August 8th, 1958, and recorded in the Office of the Clerk of Court for Richland County, South Carolina, in Plat Book 11 at Page 284 and being described as follows: on the north by property now or formerly of Caughman and measuring thereon one hundred and sixty-seven and eight tenths (167.8') feet; on the east by Assembly Street, whereon the same fronts for a distance of forty-four and five-tenths (44.5') feet; on the south by property now or formerly of Bernstein and Edens and measuring thereon one hundred and sixty-six (166') feet; and on the west by lands now or formerly of Caughman and measuring thereon forty-three and five tenths (43.5') feet.

This being the identical property conveyed to Alvin J. Hammer, Trustee of the Residuary Trust under the Last Will and Testament of Henry Hammer by Deed of Distribution of the Estate of Henry Hammer, Richland County, South Carolina Probate Case No. 2005-ES40-01493 dated October 30, 2007, and recorded November 2, 2007 in Book 1372 Page 3536, in the Office of the Register of Deeds for Richland County.

TMS# R08916-0906

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
Shirley Hammer)
Plaintiff,)
vs.)
Howard Hammer)
Defendant,)
STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
Shirley Hammer)
Plaintiff,)
vs.)
1634 Main, LP)
Defendant,)

IN THE COURT OF COMMON PLEAS
CA# 2009-CP-40-05911
CA# 2010-CP-40-2889

**ORDER DIRECTING TRANSFER
OF REAL PROPERTY
TO SATISFY JUDGMENTS**

RICHLAND COUNTY
FILED
2014 JAN 21 AM 9:06
JEANETTE W. SCORDE
C.C.P. & J.S.

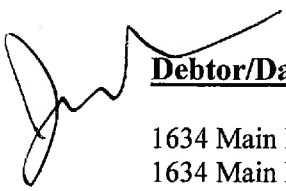
The matter before the court is a hearing in the nature of supplemental proceedings.

Present at the hearing on January 9, 2014 were the Plaintiff and her counsel, Stephanie Weissenstein. Also present was Howard Hammer, who appeared *pro se* in the Hammer v. Hammer matter, and as agent for 1634 Main, LP. Art Aiken appeared as counsel for 1634 Main, LP and as counsel for Howard Hammer for the 1634 Main matter.

STATEMENT OF THE CASE

These supplemental proceedings were initiated by verified petitions and Rules to Show Cause issued by Judge Casey Manning on April 22, 2013, based on executions against property issued dated January 29, 2013. On June 25, 2013, execution against property were issued for additional judgments, and returned by the Richland County Sheriff *nulla bona*. Throughout these proceedings, including hearings, Plaintiff has alleged her judgments are in the principle amount of \$317,777.17, as set forth below. The defendants made no objections to Plaintiff's assertion or this Court's consideration of the all judgments in these proceedings until oral arguments at the final merits hearing on January 9, 2014. Defendants' oral objections to this Court's consideration of the entirety of Plaintiff's judgments against Defendant's are untimely, and overruled.

Plaintiff holds judgments against the defendant debtors, as follows:



<u>Debtor/Date</u>	<u>Principal</u>	<u>Interest¹</u>	<u>Total</u>
1634 Main LP (01/29/2013 Judgment)	\$25,000.00	\$ 1,673.46	\$ 26,673.46
1634 Main LP (06/03/2013 Judgment)	\$102,032.87	\$ 4,397.90	\$106,430.77
	<u>\$127,032.87</u>	<u>\$ 071.36</u>	<u>\$133,104.23</u>
Howard Hammer (01/29/2013 Judgments)	\$130,000.00	\$ 701.99	\$138,701.99
Howard Hammer (06/03/2013 Judgments)	\$ 60,744.30	\$ 2,618.25	\$ 63,362.55
	<u>\$190,744.30</u>	<u>\$11,320.23</u>	<u>\$202,064.53</u>
Total due Shirley Hammer	<u>\$317,777.17</u>	<u>\$17,391.59</u>	<u>\$335,168.76</u>

These proceedings are conducted under Chapter 39 of Title 15 of the South Carolina Code, for the purpose of executing on property owned by debtor to satisfy judgments against them. The Rules to Show Cause and Order of Reference required defendants, Howard Hammer (Mr. Hammer) and 1634 Main LP (1634 Main), a limited partnership controlled by Mr. Hammer

¹ Post-judgment interest is calculated through January 9, 2014.

(via his ownership of the general partner, SH5, LLC, to appear before the Court on May 30, 2013, pursuant to S.C. Code Ann. Section 15-39-310 and bring records which would establish the existence of real and personal property so that the Master could execute against such discovered property for purposes of satisfying the judgments. Neither Mr. Hammer nor any representative of 1634 Main appeared as ordered by Judge Manning on May 30, 2013. Arthur Aiken appeared as counsel for Mr. Hammer and 1634 Main, but gave no explanation for Mr. Hammer's absence or his failure to appear. This Court continued the matter and ordered both defendants to appear at a hearing on June 4, 2013.

At the June 4, 2013 hearing, Mr. Hammer appeared, but brought no documents as had been ordered by Judge Manning; Mr. Aiken similarly produced no documents in response to the RTSC. Besides motions to dismiss, which were denied, no responsive pleadings were filed then, or since. At the June 4, 2013 hearing, Mr. Hammer was sworn in as a witness, but he was evasive, and did not provide substantive information about his assets. Additionally, he invoked the Fifth Amendment regarding questions related to 1634 Main LP and the real estate located at 1634 Main Street in Columbia.

The Court granted Mrs. Hammer's request to continue the examination by written discovery. By order dated June 10, 2013, this Court ordered both Mr. Hammer and 1634 Main LP to answer questions via written interrogatories and requests to produce to enable the Court to determine what assets exist against which the underlying judgments in these cases can be satisfied.

On or around June 11, 2013, Mrs. Hammer's counsel thereafter served written questions, consisting of interrogatories and requests to produce, on both Mr. Hammer and 1634 Main. The court's order also required Mr. Hammer and 1634 to file copies of their discovery responses with

this Court. This court also granted the Plaintiff's motion to consolidate these matters and all judgments awarded against these defendants in favor of plaintiff.

Neither Mr. Hammer nor 1634 Main LP served or filed any responses to the written discovery.

At a third hearing on August 12, 2013, Mr. Hammer again failed to appear. Mr. Aiken stated he was representing both Mr. Hammer and 1634, and reported that Mr. Hammer had gone to the Bahamas on a vacation with his children. At the hearing, Mr. Aiken presented to Mrs. Hammer's counsel answers to the interrogatories, but he did not provide any response to the requests to produce that were also due by that date. The court record reflects no responses to the written questions.

 The written responses handed to Mrs. Hammer's counsel on August 12, 2013 were untimely and contained objections. The information was provided was non-substantive and provided no information useful to the Court in these proceedings. Neither Mr. Aiken on behalf of his client nor Howard Hammer, *pro se*, supplemented the responses prior to the hearing on January 9, 2014.

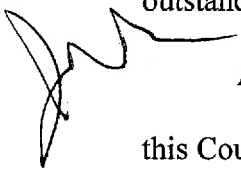
Neither Mr. Hammer nor 1634 Main LP has filed any responses to the written discovery served upon them, as they were required to do by this court's order dated June 10, 2013.

Mrs. Hammer's counsel subpoenaed documents from several witnesses with no response. She also subpoenaed several of those witnesses to appear at the August 12, 2013 hearing to give testimony and provide documentation about the assets of defendants Howard Hammer and 1634 Main, LP., only Alvin Hammer and Debra Covington appeared at the August 12, 2013 hearing. Ms. Covington provided the Court and Mrs. Hammer's counsel with documents responsive to the subpoena.

Alvin Hammer stated he had provided loans to Howard Hammer, but indicated he had no documentation responsive to the subpoenas that were served upon him. Alvin Hammer also volunteered he would be willing to discuss settlement options on behalf of Howard Hammer. Witness Bernard Ackerman did not appear and did not provide documents which were required to be provided.

The hearing on August 12, 2013 was concluded without resolution of the remaining motions, to give the parties time to try to work out a settlement. On September 9, 2013, the court was informed no settlement could be reached, and counsel for Plaintiff submitted a proposed order to the court for the transfer of certain real property located at 1634 Main Street to Plaintiff.

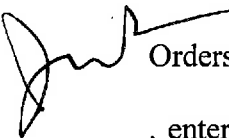
On September 9, 2013, the defendant debtors filed a motion for summary judgment alleging that transfer of the real property is beyond the power of this court, under S.C. Code §15-31-310, *et. seq.* A hearing was scheduled for January 9, 2014 for purposes of addressing all outstanding issues, and notice of the hearing was sent to all counsel of record October 14, 2013.



At the hearing on January 9, 2014, Counsel for Plaintiff renewed Plaintiff's request that this Court execute against property owned by Howard Hammer and 1634 Main, LP to satisfy the judgments. Mr. Hammer made an oral motion to dismiss Plaintiff's claim for execution against property on the basis that a separate action seeking foreclosure of judgments filed by Plaintiff on November 4, 2013 (Case No. 2013-CP-40-06898) divested this court of its jurisdiction over the supplemental proceedings. Counsel for 1634 Main, LP joined in the motion, and argued that only a foreclosure proceeding could divest his client of property for purposes of satisfying a judgment. Counsel for Plaintiff noted that the foreclosure matter would be rendered moot if these supplementary proceedings resulted in an execution against property owned by the judgment debtors, and that the foreclosure matter was filed in order to attach other property to the

judgment if it became necessary to do so. Both the oral Motion to Dismiss and Motion for Summary Judgment are denied.

The powers of the Master in Equity are defined by State law and by an Order of Reference, and the South Carolina Rules of Civil Procedure. In this case, Judge Manning issued Orders of Reference after the Executions Against Property owned by the judgment debtors were returned by the sheriff *nulla bona* under S.C. Code Ann. 15-39-130. In South Carolina, upon proof to the satisfaction of the court is received that the judgment debtor has property which he unjustly refuses to apply towards the satisfaction of the judgment, then “such . . . *proceedings may thereupon be had for the application of the property of the judgment debtor towards the satisfaction of the judgment as are provided upon the return of an execution.*” S.C. Code §15-39-310.



It was for this purpose the Orders of Reference were executed by Judge Manning. The Orders of Reference also specifically gave this court the “authority to enter into final judgment. . . entertain and *rule upon all motions necessary to dispose of this matter, to include but not be limited to:* motions to dismiss, motions to appoint a receiver, motions to continue the matter, and motions to sell all or certain property of judgment debtor in satisfaction of Plaintiff’s debt.” (emphasis added).

The judgment debtors own property which may be attributed to satisfy Plaintiff’s debt. S.C. Code §15-39-10 (c) specifically states one manner of execution includes “the delivery of the possession of real or personal property or such delivery with damages for withholding the property”. Such executions “may issue upon final judgments or decrees.” S.C. Code §15-39-30. Separate foreclosure proceedings and judicial sale are not required.

EXHIBIT C

Mrs. Hammer has introduced into evidence exhibits that reflect the real property owned in part by Mr. Hammer personally and in part by 1634 Main LP, located at 1634 and 1632 Main Street in Columbia, South Carolina, has a fair market value of \$900,000.00. At the hearing on January 9, 2014, Mr. Hammer stipulated to the estimated value, and testified there is a tax lien against the property. The real property is more fully identified as:

Those certain parcels of land, with improvements thereon, situate in Richland County, South Carolina, being shown and designated as Parcel A and Parcel B, collectively containing 0.50 acre on plat prepared for Downtown Associates by Cox and Dinkins, Inc. dated February 5, 1996, recorded in the office of the RMC for Richland County in Plat book ____ at page ____ (the failure of record to said plat or to insert the recording data herein shall not affect the validity hereof) said plat being incorporated herein by reference, said parcels being collectively described as follows:



BEGINNING at a Bldg. Corner at the westernmost corner of Parcel B whereat said property corners with property now or formerly of Martha W. Fowler, et al, along the eastern margin of the right-of-way of Main Street a distance of 107.4 feet, more or less, from its intersection with Blanding Street, and running along property now or formerly Martha W. Fowler, et al N70°16'01"E - 209.01 feet to a ½" rod; thence turning and running along property now or formerly of Lexington State Bank, as follows: S19°27'00"E -17.80 feet to a point; N71°09'40"E -211.75 feet to an "X" on concrete; thence turning and running along the western margin of the right-of-way of Sumter Street S19°25'59"E -42.33 feet to an "X" on concrete; thence turning and running along property now or formerly of James L. Tapp Co., Inc., as follows: S71°06'28"W -211.73 feet to an "X" on concrete: S19°27'00"E -0.77 feet to an "X" on concrete thence turning and running along property now or formerly of Kimbrell's Investment, Co. S70°17'08"W -208.84 feet to an "X" on concrete; thence turning and running along the eastern margin of the right-of-way of Main Street N19°36'31"W -61.03 feet to the POINT OF BEGINNING.

This being a portion of the same property conveyed to Shirley Hammer by deed of 1634 Main, L.P., a South Carolina limited partnership dated February 11, 2002, and recorded in the office of the Register of Deeds for Richland County, South Carolina, in Deed Book 00627, at page 1909.

This being a portion of the same property conveyed to Howard Hammer by deed of Shirley Hammer dated February 27, 2013, which was not recorded. The deed was properly delivered to Howard Hammer via letter from Timothy E. Madden to Thomas H. Pope dated February 27, 2013, effecting delivery transfer of title.

Tax Map #09014-04-19

EXHIBIT C

This conveyance is made subject to all easements, conditions, covenants, restrictions and rights-of-way which are a matter of public record and/or actually existing upon the grounds affecting the abovedescribed property.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs or successors and assigns, forever.

According to evidence of record in these proceedings and the public records, Mr.

Hammer owns, among other assets:

- 52.75 % undivided interest in real property located at 1634 Main Street in Columbia, which was transferred to him as a result of a settlement of the family court action involving Mr. and Mrs. Hammer. The quit claim deed executed by Mrs. Hammer deeding the 52.75% interest in the real property to Mr. Hammer was executed on February 27, 2013 and delivered to Mr. Hammer via letter from Mrs. Hammer's attorney Timothy E. Madden dated February 27, 2013. That deed has not been recorded in Richland County.
- An unknown percentage of ownership in a limited partnership identified as 1634 Main LP. Some portion of this interest was transferred from Mrs. Hammer to Mr. Hammer by instrument dated February 27, 2013, and delivered to Mr. Hammer via letter from Mrs. Hammer's attorney Timothy E. Madden dated February 27, 2013. Mr. Hammer also owns some percentage interest in 1634 Main LP independent of and in addition to that which was transferred to him by Mrs. Hammer.

- Some portion or all of a limited liability corporation named SH5, LLC, a South Carolina limited partnership, which is the general partner of defendant 1634 Main, LP.

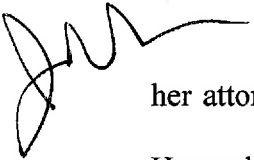
According to the evidence and documents of record, 1634 Main LP owns an unknown percentage of the real estate located at 1634 and 1632 Main Street, Columbia, SC, as described above.

As set forth below, all right, title and interest in these assets is transferred to Shirley Hammer. Transfers of real property are fee simple absolute. The transfer Mr. Hammer's interest in the identified entities is unconditional and permanent. These transfers are for the purpose of being applied to the unsatisfied judgments, the attorney's fees and costs awarded herein, and all costs related to the sale or transfer of these assets, as set forth below. Mrs. Hammer, as transferee, has no obligations of any kind to the transferors (Howard Hammer and 1634 Main LP) to account for the income or assets or the proceeds of sale, other than the accounting that is required as set forth below. Specifically, Mrs. Hammer is not a fiduciary to either Mr. Hammer or 1634 Main LP.

The Plaintiff moved that Howard Hammer be found in criminal contempt of court for his and 1634 Main, LP's failure to obey the orders of this court in numerous respects by not providing truthful or complete responses to the Plaintiff's questions and/or interrogatories and by not providing the documentation they were ordered to produce by the RTSC and this Court's order dated June 10, 2013. That motion is denied.

At the conclusion of these proceedings, plaintiff moved she be awarded attorney's fees and costs for these proceedings as sanctions against Howard Hammer and 1634 Main LP under the terms of the Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. Section 15-36-10 *et*

seq. and Rule 11, SCRCP. Plaintiff alleges that because of the defendant's actions in these proceedings, including interfering with her ability to obtain discovery, refusing to answer questions as required by statute and as ordered by this Court, she incurred unnecessary and extraordinary legal expense for the prosecution of these supplemental proceedings. These proceedings have been extraordinary and multiplied in complexity as a direct result of Howard Hammer's intentional actions to thwart these proceedings as well as the actions of 1634 Main LP, acting through Howard Hammer. The willful failure to cooperate in these proceedings unnecessarily complicated and delayed these proceedings, some positions advanced by the judgment debtors were frivolous and were intended to delay these proceedings. I find that the fees and costs incurred by Mrs. Hammer in prosecuting this action, in the amount of \$55,385.70, are reasonable and were necessarily incurred to conclude this matter.



Therefore, pursuant to S.C. Code Ann. Section 15-36-10 *et seq.* plaintiff's request that her attorney's fees and cost in the amount of \$55,385.70 be assessed against judgment debtor Howard Hammer as sanctions is hereby GRANTED. Additionally, the fees shall be paid on or before February 28, 2014 at 5:00 p.m.

When the Court orally announced its intent to grant Plaintiff's request for execution against property, Defendant Howard Hammer orally moved for the undersigned's recusal. Mr. Hammer's Motion for Recusal is denied.

ORDERS

All subpoenas issued in this matter are hereby quashed, rule 45, SCRCP.

Howard Hammer's Motion to Dismiss, made at the January 9, 2014 hearing, is DENIED.

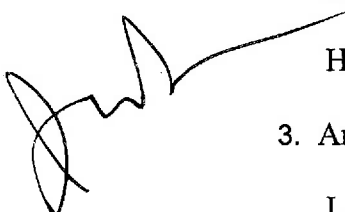
Defendants' Motion for Summary Judgment is DENIED.

Howard Hammer's Motion for Recusal is DENIED.

Plaintiff's Motion for Attorney's Fees and Costs pursuant to S.C. Code Ann. Section 15-39-10 is GRANTED and judgment is entered against the judgment debtors for an additional \$55,385.70.

Plaintiff's Motion to Hold Howard Hammer in Criminal Contempt is denied.

IT IS FURTHER ORDERED:

- 
1. Any and all interest of Howard Hammer and 1634 Main, LP in real property located at 1634 Main Street in Columbia, SC, and as more fully identified hereinabove, shall be transferred to Shirley Hammer, her heirs, successors and assigns, in fee simple absolute, pursuant to a Master's Deed.
 2. Any and all legal and equitable ownership interest of Howard Hammer in 1634 Main LP, a limited partnership under South Carolina law, including any and all income, bank accounts, and other assets, is transferred by this order to Shirley Hammer.
 3. Any and all legal and equitable ownership interest of Howard Hammer in SH5, LLC, a limited liability corporation under South Carolina law, including any and all income, bank accounts, and other assets, is transferred by this order to Shirley Hammer.
 4. Mrs. Hammer, as transferee, has no obligations of any kind to the transferors (Howard Hammer and 1634 Main LP) to account for the income or assets or the proceeds of sale, other than the accounting that is required as set forth in Paragraph 7 below. Specifically, Mrs. Hammer is not a fiduciary to either Mr. Hammer or 1634 Main LP.

5. Mrs. Hammer shall immediately take such action as she deems necessary or appropriate to market and sell the assets transferred to her in this order in a commercially-reasonable manner (including such treatment as is necessary of the limited partnership and corporate entity for purposes of selling the assets. Mrs. Hammer may use any income from the building for regular maintenance and operating expenses of the real property.

6. Mrs. Hammer shall pay to herself from the sales proceeds:

a. Any and all costs incurred in connection with the marketing and sale of the property;

b. The total amount of the judgments held by her against Howard Hammer and 1634 Main LP as set forth above. Post-judgment interest on the judgments shall stop on the judgments upon execution of this order.

c. The attorney fees and costs awarded herein plus post-judgment interest at the rate established by Order of the Supreme Court dated January 3, 2014.

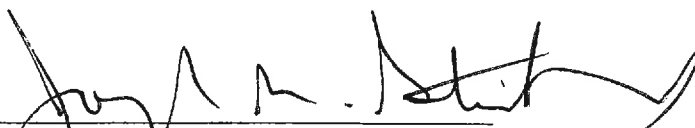
7. Mrs. Hammer shall escrow any additional funds that remain after the above disbursements, until an accounting can be performed and distributions ordered by this Court.

8. Mrs. Hammer is and has all powers as an owner of the real and personal property conveyed to her in this order, and she may collect rents or other income and take such other actions as may be appropriate to manage, market and sell the real property located at 1634 and 1632 Main Street, Columbia, South Carolina.

EXHIBIT C

9. While they may seek whatever legal remedies may be available to them by way of appeal, Howard Hammer and 1634 Main LP shall not interfere with the management or sale by Shirley Hammer of the assets transferred herein.

IT IS SO ORDERED.



Joseph Strickland,
Master In Equity
For Richland County

January 21, 2014



Ballard & Watson
Attorneys at Law
PERSISTENT, UNWAVERING

EXHIBIT D

Desa Ballard
Harvey M. Watson, III

226 State Street West Columbia, SC 29169
Post Office Box 6338, West Columbia, SC 29171
ph 803.796.9299 | fx 803.796.1066 | desaballard.com

Friday, May 23, 2014

Via U.S. Mail

Honorable Joseph M. Strickland
Post Office Box 192
Columbia, South Carolina 29202-0192

Re: *Shirley Hammer vs. Howard Hammer and Shirley Hammer vs. 1634 Main, LP*
Case No: 2009-CP-40-05911 and 2010-CP-40-2889

Dear Judge Strickland:

I am in receipt of Mr. Aiken's fax to you of late this afternoon. I thought it odd that we had such short notice about Mr. Aiken's conflict.

According to PACER, the trial date for Mr. Folsom (June 2, 2014) has been set since April 23, 2014. See United States v. Joseph Glenn Folsom Jr., Case No. 3:13-cr-01018-JFA (Doc. 34). The jury was selected on May 8, 2014. This is not a last-minute scheduling conflict. If Mr. Aiken had responded when notice of the June 3, 2014 hearing was notice was sent (in mid-April) from both your office and mine, the scheduling conflict could have been addressed then.

In light of Mr. Aiken's delay in notifying the Court of his conflict (even though he has known about it for a month (1) exactly), and Mr. Hammer's retention of multiple other counsel (most recently, Mr. Bunch), I would ask that the hearing not be postponed. This is evidently an effort by Mr. Hammer (through his counsel) to delay the hearing on his contempt of Your Honor's order

With warm personal regards, I am,

Sincerely yours,

Desa Ballard
Desab@desaballard.com

c: (via email only)
Arthur K. Aiken, Esquire
Howard Hammer

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
)
 Shirley Hammer,)
)
 Plaintiff(s),)
)
 vs.)
)
 Howard Hammer,)
 Defendant(s).)
)
 Shirley Hammer,)
)
 Plaintiff)
 Vs.)
)
 1634 Main, LP)
)
 Defendant)

IN THE COURT OF COMMON PLEAS
CASE NUMBER 2009-CP-40-5911
CASE NUMBER 2010-CP-40-2889

SUMMONS AND ORDER
 OF
 APPOINTMENT

JEANETTE W. McBRIDE
 C.C.P. & G.S.
 2014 APR -3 AM 9:57
 FILED
 RICHLAND CO

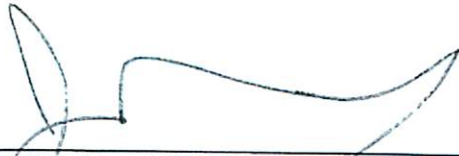
Motion for Contempt

BY VIRTUE of the Order of Reference filed in the above entitled case, I have appointed June 3, 2014 at 10:15 o'clock am to Courtroom 2-D, Richland County Judicial Center, 1701 Main Street, Columbia, S.C., as the time and place for holding a hearing at which time and place all interested parties will appear. Continuance of this hearing will be granted only upon strict compliance with Rule 40(c), SCRCP.

Upon receipt of this Summons and Order, the Plaintiff(s) or moving party will notify this office immediately of any persons entitled to notice who have not been mailed a copy of this Summons and Order. All parties will please take notice of Rule 5(d), SCRCP.

If unliquidated damages are sought against a Defendant in Default, Plaintiff must give notice of time and place of this hearing pursuant to Rule 55, SCRCP. Additionally, it shall be the responsibility of the Plaintiff or moving party to comply with Rule 6, SCRCP. A copy of this notice must be filed with the Court by the date of the hearing.

AND IT IS SO ORDERED.


 JOSEPH M. STRICKLAND, MASTER
 IN EQUITY FOR RICHLAND COUNTY

CC: Desa Ballard, Esq.
 Arthur Aiken, Esq.
 Thomas Bunch, Esq.

RECEIVED
 via US Mail 4.7.14



STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
Shirley Hammer,)
Plaintiff,)
v.)
Howard Hammer,)
Defendant.)
-----)
Shirley Hammer.)
Plaintiff,)
vs.)
1634 Main, LP)
Defendant,)
_____)

IN THE MASTER IN EQUITY COURT
Case No. 2009-CP-40-05911 and
2010-CP-40-2889

**CERTIFICATE OF SERVICE
NOTICE OF HEARING**

RICHLAND COUNTY
2014 APR 22 PM 4:46
JENNIFER V. McBRIDE
C.P. & G.S.

The undersigned certifies that she, on April 14, 2014, caused to be served a copy of the **Summons and Order of Appointment**, for June 3, 2014, hearing beginning at 10:15 a.m., on all parties in this matter by regular U.S. mail delivery by depositing all in the United States Mail, with sufficient first class postage affixed, addressed as follows:

Arthur K. Aiken Esquire
Aiken & Hightower
2231 Devine St.
Ste. 201
Columbia South Carolina 29205

Thomas W Bunch, Esquire
Robinson McFadden
Post Office Box 944
Columbia South Carolina 29202

Howard Hammer
1609 Catawba Street
Columbia South Carolina 29205


Mara T. Ballard, CMA, CFE, FA

April 16, 2014

From: [Art Aiken](#)
To: [Desa Ballard](#)
Subject: Hammer cases
Date: Friday, May 23, 2014 7:04:37 PM

Desa,

I bitterly resent your letter to Judge Strickland in which you allege that I delayed reporting my conflict in a bad faith attempt to delay the hearing in the above case. I have not addressed the patently frivolous sanctions motion that you filed against me, and despite that filing, I have tried to be civil with you. No more. The gloves are off. Notice that I have raised this with you in a private email rather than in a letter to a judge.

Art

From: [Desa Ballard](#)
To: [Thomas W Bunch \(TBunch@robinsonlaw.com\)](#)
Cc: [Mara T. Ballard, CFE, CMA \(mara@desaballard.com\)](#); [Mara Ballard](#); [Beth Cogan](#)
Subject: Redacted LOI
Date: Saturday, June 21, 2014 12:26:25 PM
Attachments: [Costs of Sale 06-19-2014.pdf](#)
[LOI Counter Offer 6-10-2014 Redacted.pdf](#)

Attached is the redacted LOI (without our latest counter of \$1,320,000.00). I spoke with Marion last night and he had spoken to Purchaser #1 and they are coming back with a counteroffer Monday, I believe. He has also spoken to the banker for the purchaser and has a verbal commitment for funding.

Buyer #2 is also expected to make an offer this week. I am informed they have completed their review of HVAC systems.

I have recalculated the numbers due Shirley as of today, reducing the commission to Marion to reflect only the \$1,150,000 offer (which is the latest he has gotten). We also restructured the judgments a bit, because it occurred to me that post-judgment interest IS running on the award for Bill of Costs from the Supremes, and IS running on the \$55K awarded by Judge Strickland, so those post-judgment interest numbers are now included. Netted out, I believe this number is a few dollars less than the ones we looked at on Thursday. If the current appeals should be dismissed or affirmed the total fees due to Shirley would increase by \$1K per appeal (total of \$2K) as of today, more if we have to do final briefs.

My fees for dealing with the sale will continue to increase (a general estimate is included). So we do still have a moving target, both as to that and as to the post-judgment interest that will accrue on the Bill of Costs and the \$55K.

May I suggest that your client pay the \$55K and the bill of costs (releases for those individual awards would be executed) to eliminate the need for post-judgment interest to continue to accrue on those numbers further, so the only moving target will be my fees, which I am trying to minimize as much as possible.

Let me remind you that Howard should not make any effort to identify who the potential purchasers are and should not attempt to interfere with any potential sale.

db

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

1634 Main, LP
Columbia, South Carolina 29201

EXHIBIT F

November 8, 2013

Mr. Mark R. Cheslak
Richland County Assessor's Office
2020 Hampton Street
Columbia, South Carolina 29204

Re: Application for Review of Appraisal/Assessment

Dear Mr. Cheslak:

Enclosed is the application you left with me along with the reasons in detail for both (a) and (b). When you originally left the application I had only checked (a) but in review I believe that (b) might also apply and therefore am setting forth evidence in support of both (a) and (b) for the request for decreased assessment:

1. Although the Assessor's records indicate that 1634 Main contain 16,912 sq.ft., we have a common area factor of 26.4% which results in useable sq. footage of approximately 12,550 sq.ft.
2. The basement of the building contains approximately 5,500 sq.ft. of which only approximately 2,500 sq.ft. are useable. We have been unable to rent the basement at any price since the last tenant moved out in approximately 2005. Even if we were able to rent this space at \$5.00 a sq.ft. which we feel would be the maximum given its condition and location. The cost per sq. ft. in the building runs far in excess of \$5.00 per sq.ft. If you need precise figures I am glad to supply to you.
3. The first floor, likewise contains approximately 5,500 sq.ft. The second floor of the building also contains approximately 5,500 sq.ft.
4. We have not been successful in renting 2,500 sq. ft. on the 2nd floor since that space became available in 2008.
5. All reserves were expended as of 2012, and the building now runs at a loss of approximately \$33,969.00, for the year 2013, based on the present taxes due under the present assessment.

A review of properties on 1600 and 1700 Main Street having sq. footage of the same amount or greater than our building reveals the following:

**RECEIVED
BY MAIL
NOV 13 2013
RICHLAND COUNTY
ASSESSOR'S OFFICE**

EXHIBIT F

<u>Address - Main Street [1600 Block]</u>	<u>Total Sq. Ft.</u>	<u>Assessed Value</u>	<u>Per Sq. Ft.</u>
1600	30,690	\$1,068,500	\$34.82 2500/2502
1601	22,356	\$612,800	\$27.41 2500
1611	19,825	\$209,200	\$10.55 2500
1619	14,168	\$354,700	\$25.03 2500
1626	25,344 include 486	\$465,200	\$18.36 2502
1642	80,383	\$302,3300	\$37.61 2502
1649	12,194	\$314,200	\$25.70 2420

Average per Sq. Ft. value
\$25.64

<u>[1700 Block]</u>	<u>Total Sq. Ft.</u>	<u>Assessed Value</u>	<u>Per Sq. Ft.</u>
1734	17,622	\$513,200	\$29.12 2420
1730	12,222	\$845,100	\$69.15 2110
1720	21,878	\$1,226,100	\$56.04
1704	13,912	\$618,500	\$44.46 2110

1726
Average per Sq. Ft. value
\$49.69

10330 0

523700

50 2110

The average per Sq. Ft. for the 1600 and 1700 Block on buildings of a similar size or greater than ours equates to \$37.66 a sq.ft.

If the per sq. ft. assessed value for all the buildings on both blocks was used, according to the information that I have obtained, the average sq.ft. would be \$41.23.

If the average per sq. ft. for the buildings similar to ours on both blocks is combined with the average for all buildings on both blocks, then the per sq.ft. average would be \$39.44.

At the \$39.44, using the total building sq. footage as opposed to the usable space, the assessed value would equate to \$667,093.84.

Using the sq.ft. average for the buildings of a similar or greater size than ours on the 1600 and 1700 blocks of Main equates to an assessed value of \$636,905.92.

Using the sq.ft. average for the buildings similar to ours on our block only, the value of our building equates to an assessed value of \$433,623.68.

Combining all of the above and using the full 16,912 sq.ft. would equate to an assessed value on our building of \$579,207.80. In view of the high percentage of common area and the unusable space and taking into consideration the failure of occupancy for over 5

years, we urge that the assess value based upon surrounding properties and based upon the fair market value should be calculated on the 11,000 actual rentable sq.ft at the \$579,207.80 figure for a value of \$376,484.50.

There has been absolutely no interest in our property for an arm's length sale. We have only been able to rent 11,000 sq. ft. of the building since 2008. Other factors which lead us to conclude that the assessed value should be the \$376,484.50, are on account of the numerous vagrants which are constantly using the alley between our building and the Kimbrell's building next to us, and often sleeping in the shrubs in the back of our building; the fact that the Lourie's building did not receive a single auction bid even at the \$18.00 a sq.ft. including land and that the recent sale of the Kimbrell's building next to us containing approximately the same sq. footage as our building was at \$32.32 a sq. ft.. Using the \$32.00 sq. ft. figure for that sale would give our building an assessed value of \$546,595.84. We urge however, in view of the other factors enumerated that the \$376,484.50 figure would be a more equitable one.

While it may not be a technical a factor, in conclusion, we point out that during the years of increased value we took no appeals to the County's evaluation and that more significantly, during the last 5 years, when commercial property values have substantially decreased, the County did not see fit to make an equitable downward adjustment in accord with the drastic downturn in values of commercial property on the 1600 and 1700 blocks of Main Street.

Very Truly Yours,

1634 Main, LP

by: General Partner

SH5 G.P. member
SH5

APPLICATION FOR REVIEW OF APPRAISAL / ASSESSMENT

P.O. BOX 192
COLUMBIA, SOUTH CAROLINA 29202

RICHLAND COUNTY ASSESSOR'S OFFICE

2020 HAMPTON ST.
PHONE 803-576-2640 FAX 803-576-2681

APPEAL YEAR: 2013

EXHIBIT F

KEY: 00150534

TAX MAP NUMBER: R09014-04-19

LOC: 1632 MAIN ST

NEHD: 012.00 TAXDIST: 100 PCA: 2
APPR: 94

LEGAL: PARCELS A & B
ACRES: .5000

MARKET VALUE APPRAISAL: 948600
TAXABLE/USE VALUE: 948600

SALE DATE: 02/15/2002 GC-7 V/I-I
BOOK/PG: R0627 1909 INST: WD
PRICE: 396000

OWNER:
1634 MAIN LP &
/SHIRLEY HAMMER
1634 MAIN ST

AGENT (IF APPLICABLE):

RECEIVED
BY MAIL

COLUMBIA

SC 29201

NOV 13 2013

***** RICHLAND COUNTY ASSESSOR'S OFFICE 10/09/13 *****
* PERSON INTERVIEWED: Howard Hammer *
* S. C. LAW, SECT. 12-60-2520, AS AMENDED, PROVIDES THAT THIS FORM SHALL BE *
* COMPLETED AND RETURNED TO THE ASSESSOR BY 11/08/13 (30 DAYS) *
* OR YOUR REVIEW SHALL BE ABANDONED FOR THIS TAX YEAR. *

REVIEW OF ASSESSMENT MAY RESULT IN ANY OF THE FOLLOWING ACTIONS:

- (1) No Change (2) Decreased Assessment (3) Increased Assessment

The property owner must complete the following or the property will not be reviewed:

(Check one or both)

- A. ☒ The above property is appraised at more than its total fair market value.
B. ☒ Is not equitably assessed as compared with like surrounding properties.

Proof must be presented in evidence of "A" or "B". In support of "A", list your reasons in detail including recent sales of comparable properties. In support of "B", include location of comparable properties with their assessments and state reasons for inequality. If additional space is required, please attach extra sheets to this form. If income producing property, itemized income and expense data must be submitted. Information regarding assessments is available on the Assessments Roll in Assessor's Office.

List data in support of "A" and/or "B" (Attach extra sheets if necessary.)

Please See attached letter

Your estimate of Total Fair Market Value: \$ 376,484.50 on "A" or "B"

Your estimate of Total Fair Market Value, if classified as agricultural use: \$

Year of Purchase: Cost/Land \$ Bldg. \$ Total \$

Use of Property: Single Family ☐ Multi-Family ☐ Commercial ☒ Industrial ☐ Agricultural Land ☐ Vacant Land ☐ Other

Buildings on Property: (Show Number of Each) Residence Multi-Family Commercial 1

Description office

Other

Residential Property: Year Built , Number of Baths , Number of Bedrooms

Duct Heat: Yes ☐ No ☐ Fully A/C: Yes ☐ No ☐ Type Fuel: Gas ☐ Oil ☐ Electric ☐ Other ☐

YOU WILL BE NOTIFIED BY LETTER OF ACTION TAKEN

I certify that the descriptions and statements contained in this application are to the best of my knowledge both correct and true and permission is granted to conduct inside and outside inspection of property if necessary.

Given under my hand this 8 day of Nov, 2013.

Signature of Owner or Agent S/S General Partner of Howard Hammer Telephone # 799-8600

☐ Check here if results of review should be mailed to an address other than the one shown at the top of this form.

Mailing Address:

State of South Carolina)
County of Richland)

In The Family Court Of The
Fifth Judicial Circuit

SHIRLEY HAMMER)
Petitioner,)
)

N O T I C E

- vs -

Docket Number: 2005-DR-40-287100

HOWARD HAMMER)
Respondent.)
XXX-XX-0847)

TO: SHIRLEY HAMMER

A hearing on a RULE TO SHOW CAUSE for Contempt has been set in the above matter for the 15th day of July, 2014 at 09:30 o'clock AM, in the Fifth Judicial Circuit, located in the Richland County Family Court, 1701 Main Street, Columbia, SC at the aforesaid time.

You are encouraged to attend the hearing. No information will be given over the phone concerning the service or results of the hearing..

We are attempting to serve the respondent but cannot verify service was made prior to the court date.

Family Court

Dated at Columbia, SC
This 5 th day of June, 2014

SHIRLEY HAMMER
421 RIVER CLUB ROAD
LEXINGTON, SC 29072

STATE OF SOUTH CAROLINA

COUNTY OF

Richland

Shirley Hammer

Plaintiff,

Howard Hammer

vs.

Defendant.

IN THE FAMILY COURT **EXHIBIT G**
5th JUDICIAL CIRCUIT

CIVIL CONTEMPT ORDER
(Non-Support)

Docket No.

05-2871

Plaintiff Attorney:

Defendant Attorney:

Guardian ad Litem:

F. LESTER

Hearing Date:

July 15, 2014

Judge:

ARMSTRONG

Court Reporter:

Pursuant to a Rule to Show Cause/ ~~Bench Warrant~~, this matter was heard on the date shown above. Plaintiff ☒ did/☐ did not appear. Defendant ☐ did/☒ did not appear. The Court finds that the Defendant owes a support arrearage of \$ 5053.90 as of the hearing date. The Defendant's failure to pay support ☐ was/☐ was not willful, and that Defendant ☐ had/☐ did not have the ability to pay support. The conclusions are based on the following facts: PAST DUE ARRS: DEF'S ARR PROVIDED A DOCTOR'S STATEMENT ON HIS MEDICAL CONDITION.

Therefore, the Court finds:

☐
☐

Defendant is not in civil contempt of this court.

Defendant is in civil contempt of court, and orders the Defendant be confined to the County Detention Center for a period of _____. Defendant may purge himself/herself of contempt and be released from confinement by:

☐

Payment of expenses related to this proceeding of \$ _____ to the _____ County Clerk of Court.

☐

Payment of \$ _____ to the _____ County Clerk of Court to apply against arrearages.

☒

THIS ARR shall be continued for (30) days

☐

Confinement shall commence immediately.

☐

Confinement shall commence at ____:____ a.m./p.m. on (/ /), when Defendant shall report to _____, unless she has earlier purged himself/herself of contempt.

IT IS FURTHER ORDERED that

☐

Defendant pay the sum of \$ _____ (+ 5% collection costs) per _____ to apply against arrearages commencing (/ /), in addition to any previously ordered payments.

☐

Enforcement of the support shall be held in abeyance until further order of this Court.

☐

The Clerk of Court implement wage withholding immediately.

☒

CC shall RE-schedule for 8/12/14 @ 9:30 AM

IT IS FURTHER ORDERED that the parties shall advise the Clerk of Court of their current address at all times.

Date:

July 15, 2014
Columbia, S.C.

Family Court Judge

Custodial Parent (if applicable):

THIS ORDER SHALL SERVE AS NOTICE TO APPEAR.

SCCA 437 (7/2011)



Palmetto Heart

EXHIBIT G

J. Kevin Baugh, MD, FACC
Myron Bell, MD, FACC
Meghan L. Businaro, DO
Matthew G. Cantrell, MD, FACC
Richard A. Edelson, MD, PhD, FACC
Barry J. Feldman, MD, FACC, FACP, FSCAI
Jennifer A. Feldman, MD, FRACP
Terry A. Grainger, MD, FACC, D,ABSM
Rodney V. Harrison, MD, FACC, D,ABSM
J. Kyle Hewett, MD, FSCAI
Ryan J. MacNevin, MD
Guillermo E. Pineda, MD, FACC, FSCAI
Sultan M. Siddique, MD, FACC, FHRS
Mark A. Stellingworth, MD, FACC
Vince M. Vismara, MD, FSCAI

Micheal W. Bunker, ACNP
Teresa B. Durden, ACNP
Patricia W. Felmy, FNP
Carol J. Ferrence, FNP
Jamez M. Fletcher, ACNP
Jeanette Forest, ACNP
L. Grace Kludo, ACNP
Lisa D. Murphy, FNP
Michele L. O'Hara, ACNP
Tonya L. Sellers, ACNP
Eric E. Shoup, PA-C, CLS
Yorlkanne Sylvester, ACNP
Sandi P. VanHoosier, PA-C
Linda Van Duys, ACNP
Phyllis H. Williamson, ACNP, CLS
Steven A. Wood, PA-C

Columbia
8 Richland Medical Park Dr.
Suite 100
Columbia, SC 29203
803-434-3800 phone
803-744-2759 fax

Irmo
300 Palmetto Health Pkwy.
4th Floor
Columbia, SC 29212
803-434-3800 phone
803-744-2759 fax

Hartsville
701 Medical Park Dr.
Suite 301
Hartsville, SC 29550
843-383-5978 phone
843-383-5977 fax

PalmettoHealth.org/PalmettoHeart

05 June 2014

To Whom It May Concern:

Re: Howard Hammer 97974

Mr. Howard Hammer is my patient who I have followed for several years. Mr. Hammer recently suffered a pulmonary embolus and was hospitalized for several days this past March. The etiology of his pulmonary emboli could not be clearly identified. He had a large pulmonary embolus which at the time was life threatening. He now requires constant anticoagulation with chronic monitoring of his blood.

This was an extremely stressful event which was emotionally draining on Mr. Hammer. He is currently under a great deal of emotional distress due to this recent serious medical event. I would recommend that he avoid intense emotionally stressful situations which include court appearances for the next four months while he is on anticoagulant therapy.

He also has a history of supraventricular tachycardia which is exacerbated by emotional stress. He is currently on anxiolytic medications to help mitigate this problem.

He is currently restricted from physical contact activities and heavy lifting.

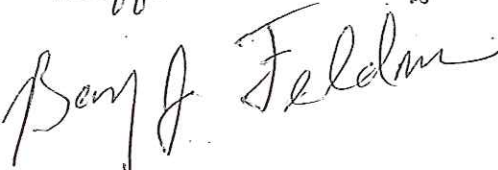
I recommend he be further evaluated by hematology to help better discern the etiology of his pulmonary emboli.

Sincerely,

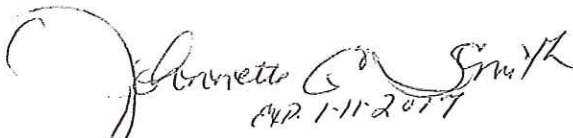

Barry J. Feldman, MD, FACC, FACP, FSCAI

/tph

Reaffirmed 10 July 2014



7-10-2014


6/21/14