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S.C. Supreme Court

STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

Appeal from Richland County
Joseph M. Strickland, Master-In-Equity
James F. Barber, Jr., Supervising Circuit Court Judge
Case No.: 2009-CP-40-05911
Case No.: 2010-CP-40-02889

Appellate Case No. 2014-000965

1634 Main, L.P.

Appellant

v.

Shirley Hammer,

Respondent

v.

Howard Hammer,

Appellant,

and

Howard Hammer

Appellant,

v.

Shirley Hammer,

Respondent

**RECORD ON APPEAL
VOLUME 3**

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Part 7

1634 Main, LP

1



**Ballard
Watson Weissenstein**
PERSISTENT. UNWAVERING.

Desa Ballard
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Tuesday, June 11, 2013

Via U.S. Mail
Arthur K. Aiken Esquire
Aiken & Hightower
2231 Devine St.
Ste. 201
Columbia, South Carolina 29205

Re: *1634 Main, LLP v. Shirley Hammer, a/k/a Shirley Grace Hightower, v.
Howard Hammer*
Case No: 2010-CP-40-2889

Dear Mr. Aiken:

Please find enclosed for service upon you a copy of both the Interrogatories to Debtor 1634 Main, LP and the Request for Production of Documents to Debtor 1634 Main, LP. For your information, I am also enclosing a copy of the Interrogatories to Debtor Howard Hammer and the Request for Production of Documents to Debtor Howard Hammer.

With kindest regards, I am,

Sincerely yours,

Mara T. Ballard, CFE, CMA
Forensic Accountant
mara@desaballard.com

c: Honorable Joseph M. Strickland, Master-in-Equity
Howard Hammer, Esquire



**Ballard
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Desa Ballard
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Tuesday, June 11, 2013

Via US Mail only
Howard Hammer
1609 Catawba Street
Columbia, South Carolina 29205

Re: *Howard Hammer v Shirley Hammer*
1634 Main, LP vs Shirley Hammer vs Howard Hammer
JR# 2009CP400511 and 2010CP402889

Dear Mr. Hammer:

Please find enclosed for service upon you a copy of both the Interrogatories to Debtor Howard Hammer and the Request for Production of Documents to Debtor Howard Hammer. As Registered Agent of 1634 Main, LP I am also serving you with a copy of the Interrogatories to Debtor 1634 Main, LP and the Request for Production of Documents as to 1634 Main, LP. I am also serving a copy of the 1634 Main, LP Interrogatories and Requests for Production on Arthur K. Aiken, Esquire as counsel for 1634 Main, LP.

With kindest regards, I am,

Sincerely yours,

Mara T. Ballard, CFE, CMA
Forensic Accountant
mara@desaballard.com

c: Honorable Joseph M. Strickland, Master-in-Equity
Arthur K. Aiken, Esquire



**Ballard
Watson Weissenstein**
PERSISTENT. UNWAVERING.

Desa Ballard
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Tuesday, June 11, 2013

Via U.S. Mail
Richland County Clerk of Court
Post Office Box 2766
Columbia South Carolina 29202

Re: *Howard Hammer vs Shirley Hammer*
1634 Main, LLP v. Shirley Hammer, a/k/a Shirley Grace Hightower, v.
Howard Hammer
JR#s: 2010-CP-40-2889 and 2009-CP-40-0511

Dear Ms. McBride:

Please find enclosed an original and one copy of the Interrogatories for Debtor Howard Hammer, Interrogatories for Debtor 1634 Main, LP, Requests for Production of Documents for Debtor Howard Hammer and Requests for Production of Documents for Debtor 1634 Main LP. Please note, the originals bear proof of service of these documents on the Debtor Howard Hammer and the Debtor 1634 Main, LP.

Please file the referenced documents in the above matter and return the stamped copies to me in the enclosed self-addressed, stamped envelope. If you should have any questions, please do not hesitate to contact me. With kindest regards, I am,

Sincerely yours,

Mara T. Ballard, CFE, CMA
Forensic Accountant
mara@desaballard.com

c: Honorable Joseph M. Strickland
Arthur K. Aiken, Esquire
Howard Hammer, Esquire

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND)

Judgment Roll # 2009CP400511

Judgment Roll # 2010CP402889

Howard Hammer,)

Debtor,)

vs.)

**INTERROGATORIES TO DEBTOR
HOWARD HAMMER**

Shirley Hammer,)

Creditor.)

1634 Main, L.P.)

Debtor,)

vs.)

Shirley Hammer,)

Creditor)

vs.)

Howard Hammer,)

Debtor On Counterclaim.)

Pursuant to the Order of the Honorable Joseph M. Strickland, dated June 10, 2013, Shirley Hammer, by and through her undersigned attorneys, hereby requires the Debtor Howard Hammer to answer under oath the Interrogatories hereinafter set forth within thirty (30) days after the serving hereof.

DEFINITIONS

As used herein, except when the context requires otherwise, the following definitions shall apply.

1 "You" or "your" shall mean Howard Hammer the individual, as well as all persons acting or purporting to act on his behalf, for any purpose relevant to these Interrogatories, including employees, attorneys, accountants, agents, or family members. "Debtor" shall mean Howard Hammer, individually.

2. "Person" shall include any individual, partnership, firm, association, corporation, or any other business, governmental, or legal entity.

3. "Identify" or "identity", when used in reference to a natural person, shall require you to state (a) his full name, (b) his present or last known address, and (c) his present or last known employer and job title. When used in reference to a corporation or business entity, "identify" or "identity" shall require you to state (a) the full name of the corporation or business entity, (b) the present or last known address, and (c) the principal place of business and state of incorporation. When used in reference to a document, "identify" or "identity" shall require you to state (a) the date of such document, (b) the type of document, (c) the present location of such document or copies of such document, and (d) a brief summary of the contents of such document.

4. "Document" or documents" shall mean all correspondence, records, reports, indices, summaries, compilations, extracts, memoranda, forms, graphs, technical data or charts, photographs, films, videotapes, sound recordings, invoices, specifications, laboratory reports, protocols, manuals, brochures, pamphlets, advertisements, promotional materials, instructions, literature, computer data bases or printouts, sketches, package inserts, labels, press releases, or any other graphic, visual, written, or recorded electronically or otherwise, of any kind whatsoever, within the knowledge, possession, custody, of any kind whatsoever, within the knowledge, possession, custody, control, or subject to the control of the Debtors or their attorneys whether such document is stored in word processing files, calendaring program data, e-mails, hard drives, mobile electronic devices including mobile telephones, computer discs, portable drives, hard drives in copier machines, hard drives in fax machines and other computer logs or images of items that might constitute "documents" within the definition set forth herein.

5. The phrase "you or any entity in which you hold interest", or similar phraseology specifically does not include 1634 Main, LP. for purposes of these interrogatories.

INSTRUCTIONS

1. If all of the information furnished in response to all or any part of an Interrogatory is not within the personal knowledge of the Debtor(s) or his/its attorneys, identify each person to whom all or any part of the information furnished is a matter of personal knowledge or each person who communicated to the Debtors or their attorneys all or any part of the information furnished.

2. If the answer to all or any part of an interrogatory is not presently known or available, include a statement to that effect explaining why the information is not known.

3. If you do not have all or any part of the information requested in an interrogatory and are unable to obtain it within the time allotted to answer, state the information to the best of your knowledge upon information and belief and identify the source of that information.

4. If objections are entered to all or any part of an interrogatory, state the specific grounds for the objection and answer such interrogatory to the extent to which there is no

objection.

5. If a privilege is asserted concerning all or any part of the information requested by an interrogatory, identify the information or document for which privilege is asserted and state the specific grounds for each such privilege asserted.

6. For purposes of the interrogatories set forth herein, any attorney-client or work product privilege by and between the Creditor and the Debtors is expressly waived.

7. **YOU ARE HEREBY GIVEN NOTICE THAT** if Debtor(s) assert his Fifth Amendment Privilege against self-incrimination and does not set forth the specific grounds for asserting such privilege and/or if Debtor sets forth blanket assertions of this privilege, such action will be treated by Creditor as an effort to improperly avoid proceedings and Creditor will seek all possible remedies and sanctions against Debtor(s), including but not limited to action for contempt if available.

INTERROGATORIES

INTERROGATORY NUMBER 1: Since July of 2009, how much have you paid in legal fees? Please list to whom paid and how much to each attorney.

INTERROGATORY NUMBER 2: Since July of 2009, how much have you paid toward keeping open your office, including staff salaries?

INTERROGATORY NUMBER 3: For each year since 2006 through present, list every source from which you receive income, including but not limited to interest, capital gains, rent, services, appreciation, social security, retirement, distributions and set forth the amount of income received annually as to each.

INTERROGATORY NUMBER 4: Please list any debts owed to you, the amount of each debt, and the name of the borrower/tenant/partner/member, etc.

INTERROGATORY NUMBER 5: Please list any fees owed to you, the amount of those fees and the name of the client/customer/tenant, etc.

INTERROGATORY NUMBER 6: Identify, by name of the institution and account number, each checking/debit account owned or controlled by you, or to which you have access,

and set forth the amount of funds in those accounts as of December 31, 2012 and as of May 31, 2013.

INTERROGATORY NUMBER 7: Identify, by name of the institution and account number, each brokerage account owned or controlled by you, or to which you have access, and set forth the amount of funds in those accounts as of December 31, 2012 and as of May 31, 2013.

INTERROGATORY NUMBER 8: Identify, by name of the institution and account number, each savings account, including standard savings account, college fund account, Christmas account, trust account, Uniform Gifts to Minors Accounts, or similar, owned or controlled by you, or to which you have access, and set forth the amount of funds in those accounts as of December 31, 2012 and as of May 31, 2013.

INTERROGATORY NUMBER 9: Identify any person and/or entity that maintains, possesses, or keeps any funds or property on your behalf, and provide contact information for those individuals or entities.

INTERROGATORY NUMBER 10: Identify, by name of the institution and account number, each money market account and/or certificate of deposit owned or controlled by you, or to which you have access, and set forth the amount of funds in those accounts as of December 31, 2012 and as of May 31, 2013.

INTERROGATORY NUMBER 11: Identify, by name of the institution and account number, each depository account not identified above that is owned or controlled by you, or to which you have access, and set forth the amount of funds in those accounts as of December 31, 2012 and as of May 31, 2013.

INTERROGATORY NUMBER 12: As to certain real property located at 1 Rice Court in Columbia, South Carolina:



- a. Have you owned or held possession of, or have you held yourself out to the general public as owning, real property located at 1 Rice Court in Columbia, South Carolina?
- b. You sold the real property located at 1 Rice Court in exchange for payment of funds.
What amount of net proceeds did you receive upon the sale/transfer of 1 Rice Court?
- c. What did you do with the funds you received?
- d. If you deposited the funds into a financial account, set forth the name of the financial institution, the name of the depository account and the account number.
- e. If you invested the funds into another entity or toward debt, or otherwise spent the funds, set forth in detail the nature of the investment/expenditure.

INTERROGATORY NUMBER 13: In terms of square feet, how much office space do you use of the property located at 1634 Main Street in Columbia, South Carolina?

INTERROGATORY NUMBER 14: Since July of 2009, have you tendered to any individual or entity rent for the use of real property located at 1634 Main Street in Columbia, South Carolina? If so, to whom, how often, and how much did you pay rent?

INTERROGATORY NUMBER 15: Do you use any real or personal property owned by someone other than yourself?

INTERROGATORY NUMBER 16: List any rental property that is owned in whole or in part by you or any entity in which you have an interest. For each property, list how much rent you receive from each.

INTERROGATORY NUMBER 17: Please list with specificity all your debts and obligations and the amounts for each.

INTERROGATORY NUMBER 18: Specifically list all person or entities, including family members, who may have knowledge of your assets.

INTERROGATORY NUMBER 19: If you have no assets, how do you pay your bills?

INTERROGATORY NUMBER 20: If the answer to interrogatory number 19 is family members, then do you have any knowledge or belief as to whether they will pay your debt to Shirley? If not, why?

INTERROGATORY NUMBER 21: As to certain real property located at 210 South Waccamaw, Columbia, South Carolina:

- a. Identify the current owner of the property and identify who was the owner in November of 2009.
- b. If the owner of the real property was an entity, identify whether you held an interest in that entity and, if so, the percentage of your ownership.
- c. We are informed that the real property was sold on or near August 15, 2011. Assuming our knowledge is true, what were the proceeds from the sale of 210 South Waccamaw, Columbia, South Carolina?
- d. What percentage, if any, of the proceeds from the sale did you receive, individually?
- e. If you did not receive directly any funds from the sale of this property, identify the manner in which the proceeds were deposited, disbursed, invested, or spent.

INTERROGATORY NUMBER 22: As to that certain real property located at Unit C-102 at GranDevine 705 Maple Street in Columbia, South Carolina.

- a. Identify the current owner of the property, and identify who was the owner in January of 2009.
- b. If the owner of the real property was an entity, identify whether you held an interest in that entity and, if so, the percentage of your ownership.
- c. We are informed that the real property was sold on or near September 16, 2012. Is

that true? What were the proceeds from the sale of the real property?

- d. What percentage, if any, of the proceeds from the sale did you receive, individually?
- e. If you did not receive directly any funds from the sale of this property, identify the manner in which the proceeds were deposited, disbursed, invested, or spent.

INTERROGATORY NUMBER 23: Regarding that certain real property located at 1619 Hollywood, Columbia, South Carolina.

- a. Identify the current owner of the property, and identify who was the owner in January of 2009.
- b. If the owner of the real property was an entity, identify whether you held an interest in that entity and, if so, the percentage of your ownership.
- c. We are informed that the real property was sold on or near December 29, 2010. Is that true? , What were the proceeds from the sale of the real property?
- d. What percentage, if any, of the proceeds from the sale did you receive, individually?
- e. If you did not receive directly any funds from the sale of this property, identify the manner in which the proceeds were deposited, disbursed, invested, or spent.

INTERROGATORY NUMBER 24: As to that certain real property located at 169 River Club Road :

- a. Identify the current owner of the property, and identify who was the owner in January of 2009.
- b. If the owner of the real property was an entity, identify whether you held an interest in that entity and, if so, the percentage of your ownership.
- c. We are informed that the real property was sold on or near August 5, 2011. Is that true? What were the proceeds from the sale of the property?



- d. What percentage, if any, of the proceeds from the sale did you receive, individually?
- e. If you did not receive directly any funds from the sale of this property, identify the manner in which the proceeds were deposited, disbursed, invested, or spent.

INTERROGATORY NUMBER 25: As to that certain real property located at Unit 125 at 3600 Chateau Dr. Columbia, SC:

- a. Identify the current owner of the property and identify who was the owner in January of 2009.
- b. If the owner of the real property was an entity, identify whether you held an interest in that entity and the percentage of your ownership.
- c. List any mortgages or other liens that may encumber this property and the amounts due at May 31, 2013.

INTERROGATORY NUMBER 26: As to that certain real property located at Unit 202 at 3600 Chateau Dr. Columbia, SC:

- a. Identify the current owner of the property and identify who was the owner in January of 2009.
- b. If the owner of the real property was an entity, identify whether you held an interest in that entity and the percentage of your ownership.
- c. List any mortgages or other liens that may encumber this property and the amounts due at May 31, 2013.

INTERROGATORY NUMBER 27: As to that certain real property located at Unit 236 at 3600 Chateau Dr. Columbia, SC:

- a. Identify the current owner of the property and identify who was the owner in January of 2009.

- b. If the owner of the real property was an entity, identify whether you held an interest in that entity and the percentage of your ownership.
- c. List any mortgages or other liens that may encumber this property and the amounts due at May 31, 2013.

INTERROGATORY NUMBER 28: As to that certain real property located at 1011 Assembly Street, Columbia, SC

- d. Identify the current owner of the property and identify who was the owner in January of 2009.
- e. If the owner of the real property was an entity, identify whether you held an interest in that entity and the percentage of your ownership.
- f. List any mortgages or other liens that may encumber this property and the amounts due at May 31, 2013.

INTERROGATORY NUMBER 29: As to that certain real property located at 1017 Assembly Street, Columbia, SC:

- a. Identify the current owner of the property and identify who was the owner in January of 2009.
- b. If the owner of the real property was an entity, identify whether you held an interest in that entity and the percentage of your ownership.
- c. List any mortgages or other liens that may encumber this property and the amounts due at May 31, 2013.

INTERROGATORY NUMBER 30: As to that certain real property located at 1107 Woodrow Street, Columbia, SC:

- a. Identify the current owner of the property and identify who was the owner in January

of 2009.

- b. If the owner of the real property was an entity, identify whether you held an interest in that entity and the percentage of your ownership.
- c. List any mortgages or other liens that may encumber this property and the amounts due at May 31, 2013.

INTERROGATORY NUMBER 31: As to that certain real property located at 1609 Catawba Street, Columbia, SC:

- a. Identify the current owner of the property and identify who was the owner in January of 2009.
- b. If the owner of the real property was an entity, identify whether you held an interest in that entity and the percentage of your ownership.
- c. List any mortgages or other liens that may encumber this property and the amounts due at May 31, 2013.

INTERROGATORY NUMBER 32: As to that certain real property located at 1632-1634 Main Street, Columbia, SC:

- a. Identify the current owner of the property and identify who was the owner in January of 2009.
- b. If the owner of the real property was an entity, identify whether you held an interest in that entity and the percentage of your ownership.
- c. List any mortgages or other liens that may encumber this property and the amounts due at May 31, 2013.

INTERROGATORY NUMBER 33: As to that certain real property located at 2109 Sumter Street, Columbia, SC:

- a. Identify the current owner of the property and identify who was the owner in January of 2009.
- b. If the owner of the real property was an entity, identify whether you held an interest in that entity and the percentage of your ownership.
- c. List any mortgages or other liens that may encumber this property and the amounts due at May 31, 2013.

INTERROGATORY NUMBER 34: As to that certain real property located at 2121 Sumter Street, Columbia, SC:

- a. Identify the current owner of the property and identify who was the owner in January of 2009.
- b. If the owner of the real property was an entity, identify whether you held an interest in that entity and the percentage of your ownership.
- c. List any mortgages or other liens that may encumber this property and the amounts due at May 31, 2013.

INTERROGATORY NUMBER 35: As to that certain real property located at 3018 Main Street, Columbia, SC:

- a. Identify the current owner of the property and identify who was the owner in January of 2009.
- b. If the owner of the real property was an entity, identify whether you held an interest in that entity and the percentage of your ownership.
- c. List any mortgages or other liens that may encumber this property and the amounts due at May 31, 2013.

INTERROGATORY NUMBER 36: As to that certain real property located at 2120

Main Street, Columbia, SC:

- a. Identify the current owner of the property and identify who was the owner in January of 2009.
- b. If the owner of the real property was an entity, identify whether you held an interest in that entity and the percentage of your ownership.
- c. List any mortgages or other liens that may encumber this property and the amounts due at May 31, 2013.

INTERROGATORY NUMBER 37: As to that certain real property located at 2120

Commerce Drive, Columbia, SC:

- a. Identify the current owner of the property and identify who was the owner in January of 2009.
- b. If the owner of the real property was an entity, identify whether you held an interest in that entity and the percentage of your ownership.
- c. List any mortgages or other liens that may encumber this property and the amounts due at May 31, 2013.

INTERROGATORY NUMBER 38: As to that certain real property located at 1013

Pendleton Street, Columbia, SC:

- a. Identify the current owner of the property and identify who was the owner in January of 2009.
- b. If the owner of the real property was an entity, identify whether you held an interest in that entity and the percentage of your ownership.
- c. List any mortgages or other liens that may encumber this property and the amounts due at May 31, 2013.

INTERROGATORY NUMBER 39: We have information from the South Carolina Secretary of State's office that leads us to believe that you have knowledge about a South Carolina entity called D&M Chateau, LLC (herein D&M). As to this entity:

- a. Identify the current member(s) of the entity and the percentage of interest owned/held by each in January of 2009, in January of 2010, in January of 2011, in January of 2012, in January of 2013 and May of 2013.
- b. If the entity owns or holds title to real property, identify the real property by address or TMS number.
- c. As to any real property identified in response to paragraph b of this interrogatory, set forth the present market value of the property.
- d. As to any real property identified in response to paragraph b of this interrogatory, set forth whether there are any liens, judgments, or encumbrances affecting title to the property, the nature of the encumbrance, the amount of the encumbrance, and the holder thereof.
- e. As to any real property identified in response to paragraph b of this interrogatory, does the property produce income, and, if so, how much and to whom is the income tendered?
- f. What other assets not identified in paragraph b does D&M hold?
- g. What debts does D&M owe?
- h. What debts are owed to D&M?
- i. Identify by name, address and phone number any person(s) who has custody, control, or knowledge of any corporate records, including articles of incorporation or bylaws, for D&M.

- j. Is there any provision or limitation to the assignability of a member's shares/percentage ownership for D&M? If so, set forth the nature of the limitation.
- k. How much has this entity paid to, or on behalf of, Howard Hammer by year between January 1, 2006 and May 31, 2013.

INTERROGATORY NUMBER 40: We have information from the South Carolina Secretary of State's office that leads us to believe that you have knowledge about a South Carolina entity called Grand Fountain, LLC (herein Grand Fountain). As to this entity:

- a. Identify the current member(s) of the entity and the percentage of interest owned/held by each in January of 2009, in January of 2010, in January of 2011, in January of 2012, in January of 2013 and May of 2013.
- b. If the entity owns or holds title to real property, identify the real property by address or TMS number.
- c. As to any real property identified in response to paragraph b of this interrogatory, set forth the present market value of the property.
- d. As to any real property identified in response to paragraph b of this interrogatory, set forth whether there are any liens, judgments, or encumbrances affecting title to the property, the nature of the encumbrance, the amount of the encumbrance, and the holder thereof.
- e. As to any real property identified in response to paragraph b of this interrogatory, does the property produce income, and, if so, how much and to whom is the income tendered?
- f. What other assets not identified in paragraph b does Grand Fountain hold?
- g. What debts does Grand Fountain owe?

- h. What debts are owed to Grand Fountain?
- i. Identify by name, address and phone number any person(s) who has custody, control, or knowledge of any corporate records, including articles of incorporation or bylaws, for Grand Fountain.
- j. Is there any provision or limitation to the assignability of a member's shares/percentage ownership for Grand Fountain? If so, set forth the nature of the limitation.
- k. How much has this entity paid to, or on behalf of, Howard Hammer by year between January 1, 2006 and May 31, 2013.

INTERROGATORY NUMBER 41: We have information from the South Carolina Secretary of State's office that leads us to believe that you have knowledge about a South Carolina entity called H Prop, LLC (herein H Prop). As to this entity:

- a. Identify the current member(s) of the entity and the percentage of interest owned/held by each in January of 2009, in January of 2010, in January of 2011, in January of 2012, in January of 2013 and May of 2013.
- b. If the entity owns or holds title to real property, identify the real property by address or TMS number.
- c. As to any real property identified in response to paragraph b of this interrogatory, set forth the present market value of the property.
- d. As to any real property identified in response to paragraph b of this interrogatory, set forth whether there are any liens, judgments, or encumbrances affecting title to the property, the nature of the encumbrance, the amount of the encumbrance, and the holder thereof.

- e. As to any real property identified in response to paragraph b of this interrogatory, does the property produce income, and, if so, how much and to whom is the income tendered?
- f. What other assets not identified in paragraph b does H Prop hold?
- g. What debts does H Prop owe?
- h. What debts are owed to H Prop?
- i. Identify by name, address and phone number any person(s) who has custody, control, or knowledge of any corporate records, including articles of incorporation or bylaws, for H Prop.
- j. Is there any provision or limitation to the assignability of a member's shares/percentage ownership for H Prop? If so, set forth the nature of the limitation.
- k. How much has this entity paid to, or on behalf of, Howard Hammer by year between January 1, 2006 and May 31, 2013.

INTERROGATORY NUMBER 42: We have information from the South Carolina Secretary of State's office that leads us to believe that you have knowledge about a South Carolina entity called Hammer & Hammer, LLC (herein H&H). As to this entity:

- a. Identify the current member(s) of the entity and the percentage of interest owned/held by each in January of 2009, in January of 2010, in January of 2011, in January of 2012, in January of 2013 and May of 2013.
- b. If the entity owns or holds title to real property, identify the real property by address or TMS number.
- c. As to any real property identified in response to paragraph b of this interrogatory, set forth the present market value of the property.

- d. As to any real property identified in response to paragraph b of this interrogatory, set forth whether there are any liens, judgments, or encumbrances affecting title to the property, the nature of the encumbrance, the amount of the encumbrance, and the holder thereof.
- e. As to any real property identified in response to paragraph b of this interrogatory, does the property produce income, and, if so, how much and to whom is the income tendered?
- f. What other assets not identified in paragraph b does H&H hold?
- g. What debts does H&H owe?
- h. What debts are owed to H&H?
- i. Identify by name, address and phone number any person(s) who has custody, control, or knowledge of any corporate records, including articles of incorporation or bylaws, for H&H.
- j. Is there any provision or limitation to the assignability of a member's shares/percentage ownership for H&H? If so, set forth the nature of the limitation.
- k. How much has this entity paid to, or on behalf of, Howard Hammer by year between January 1, 2006 and May 31, 2013.

INTERROGATORY NUMBER 43: We have information from the South Carolina Secretary of State's office that leads us to believe that you have knowledge about a South Carolina entity called HASCI, LLC (herein HASCI). As to this entity:

- a. Identify the current member(s) of the entity and the percentage of interest owned/held by each in January of 2009, in January of 2010, in January of 2011, in January of 2012, in January of 2013 and May of 2013.

- b. If the entity owns or holds title to real property, identify the real property by address or TMS number.
- c. As to any real property identified in response to paragraph b of this interrogatory, set forth the present market value of the property.
- d. As to any real property identified in response to paragraph b of this interrogatory, set forth whether there are any liens, judgments, or encumbrances affecting title to the property, the nature of the encumbrance, the amount of the encumbrance, and the holder thereof.
- e. As to any real property identified in response to paragraph b of this interrogatory, does the property produce income, and, if so, how much and to whom is the income tendered?
- f. What other assets not identified in paragraph b does HASCI hold?
- g. What debts does HASCI owe?
- h. What debts are owed to HASCI?
- i. Identify by name, address and phone number any person(s) who has custody, control, or knowledge of any corporate records, including articles of incorporation or bylaws, for HASCI.
- j. Is there any provision or limitation to the assignability of a member's shares/percentage ownership for HASCI? If so, set forth the nature of the limitation.
- k. How much has this entity paid to, or on behalf of, Howard Hammer by year between January 1, 2006 and May 31, 2013.

INTERROGATORY NUMBER 44: We have information that leads us to believe that you have knowledge about a South Carolina entity called Heart of Columbia, LLC (herein Heart).

As to this entity:

- a. Identify the current member(s) of the entity and the percentage of interest owned/held by each in January of 2009, in January of 2010, in January of 2011, in January of 2012, in January of 2013 and May of 2013.
- b. If the entity owns or holds title to real property, identify the real property by address or TMS number.
- c. As to any real property identified in response to paragraph b of this interrogatory, set forth the present market value of the property.
- d. As to any real property identified in response to paragraph b of this interrogatory, set forth whether there are any liens, judgments, or encumbrances affecting title to the property, the nature of the encumbrance, the amount of the encumbrance, and the holder thereof.
- e. As to any real property identified in response to paragraph b of this interrogatory, does the property produce income, and, if so, how much and to whom is the income tendered?
- f. What other assets not identified in paragraph b does Heart hold?
- g. What debts does Heart owe?
- h. What debts are owed to Heart?
- i. Identify by name, address and phone number any person(s) who has custody, control, or knowledge of any corporate records, including articles of incorporation or bylaws, for Heart.
- j. Is there any provision or limitation to the assignability of a member's shares/percentage ownership for Heart? If so, set forth the nature of the limitation.

- k. How much has this entity paid to, or on behalf of, Howard Hammer by year between January 1, 2006 and May 31, 2013.

INTERROGATORY NUMBER 45: We have information that leads us to believe that you have knowledge about a South Carolina entity called One RS, LLC (herein One RS). As to this entity:

- a. Identify the current member(s) of the entity and the percentage of interest owned/held by each in January of 2009, in January of 2010, in January of 2011, in January of 2012, in January of 2013 and May of 2013.
- b. If the entity owns or holds title to real property, identify the real property by address or TMS number.
- c. As to any real property identified in response to paragraph b of this interrogatory, set forth the present market value of the property.
- d. As to any real property identified in response to paragraph b of this interrogatory, set forth whether there are any liens, judgments, or encumbrances affecting title to the property, the nature of the encumbrance, the amount of the encumbrance, and the holder thereof.
- e. As to any real property identified in response to paragraph b of this interrogatory, does the property produce income, and, if so, how much and to whom is the income tendered?
- f. What other assets not identified in paragraph b does One RS hold?
- g. What debts does One RS owe?
- h. What debts are owed to One RS?
- i. Identify by name, address and phone number any person(s) who has custody, control,



or knowledge of any corporate records, including articles of incorporation or bylaws, for One RS.

- j. Is there any provision or limitation to the assignability of a member's shares/percentage ownership for One RS? If so, set forth the nature of the limitation.
- k. How much has this entity paid to, or on behalf of, Howard Hammer by year between January 1, 2006 and May 31, 2013.

INTERROGATORY NUMBER 46: We have information from the South Carolina Secretary of State's office that leads us to believe that you have knowledge about a South Carolina entity called SH3, LLC (herein SH3). As to this entity:

- a. Identify the current member(s) of the entity and the percentage of interest owned/held by each in January of 2009, in January of 2010, in January of 2011, in January of 2012, in January of 2013 and May of 2013.
- b. If the entity owns or holds title to real property, identify the real property by address or TMS number.
- c. As to any real property identified in response to paragraph b of this interrogatory, set forth the present market value of the property.
- d. As to any real property identified in response to paragraph b of this interrogatory, set forth whether there are any liens, judgments, or encumbrances affecting title to the property, the nature of the encumbrance, the amount of the encumbrance, and the holder thereof.
- e. As to any real property identified in response to paragraph b of this interrogatory, does the property produce income, and, if so, how much and to whom is the income tendered?



- f. What other assets not identified in paragraph b does SH3 hold?
- g. What debts does SH3 owe?
- h. What debts are owed to SH3?
- i. Identify by name, address and phone number any person(s) who has custody, control, or knowledge of any corporate records, including articles of incorporation or bylaws, for SH3.
- j. Is there any provision or limitation to the assignability of a member's shares/percentage ownership for SH3? If so, set forth the nature of the limitation.
- k. How much has this entity paid to, or on behalf of, Howard Hammer by year between January 1, 2006 and May 31, 2013.

INTERROGATORY NUMBER 47: We have information from the South Carolina Secretary of State's office that leads us to believe that you have knowledge about a South Carolina entity called SH4, LLC (herein SH4). As to this entity:

- a. Identify the current member(s) of the entity and the percentage of interest owned/held by each in January of 2009, in January of 2010, in January of 2011, in January of 2012, in January of 2013 and May of 2013.
- b. If the entity owns or holds title to real property, identify the real property by address or TMS number.
- c. As to any real property identified in response to paragraph b of this interrogatory, set forth the present market value of the property.
- d. As to any real property identified in response to paragraph b of this interrogatory, set forth whether there are any liens, judgments, or encumbrances affecting title to the property, the nature of the encumbrance, the amount of the encumbrance, and the

holder thereof.

- e. As to any real property identified in response to paragraph b of this interrogatory, does the property produce income, and, if so, how much and to whom is the income tendered?
- f. What other assets not identified in paragraph b does SH4 hold?
- g. What debts does SH4 owe?
- h. What debts are owed to SH4?
- i. Identify by name, address and phone number any person(s) who has custody, control, or knowledge of any corporate records, including articles of incorporation or bylaws, for SH4.
- j. Is there any provision or limitation to the assignability of a member's shares/percentage ownership for SH4? If so, set forth the nature of the limitation.
- k. How much has this entity paid to, or on behalf of, Howard Hammer by year between January 1, 2006 and May 31, 2013.

INTERROGATORY NUMBER 48: We have information from the South Carolina Secretary of State's office that leads us to believe that you have knowledge about a South Carolina entity called SH5, LLC (herein SH5). As to this entity:

- a. Identify the current member(s) of the entity and the percentage of interest owned/held by each in January of 2009, in January of 2010, in January of 2011, in January of 2012, in January of 2013 and May of 2013.
- b. If the entity owns or holds title to real property, identify the real property by address or TMS number.
- c. As to any real property identified in response to paragraph b of this interrogatory, set

forth the present market value of the property.

- d. As to any real property identified in response to paragraph b of this interrogatory, set forth whether there are any liens, judgments, or encumbrances affecting title to the property, the nature of the encumbrance, the amount of the encumbrance, and the holder thereof.
- e. As to any real property identified in response to paragraph b of this interrogatory, does the property produce income, and, if so, how much and to whom is the income tendered?
- f. What other assets not identified in paragraph b does SH5 hold?
- g. What debts does SH5 owe?
- h. What debts are owed to SH5?
- i. Identify by name, address and phone number any person(s) who has custody, control, or knowledge of any corporate records, including articles of incorporation or bylaws, for SH5.
- j. Is there any provision or limitation to the assignability of a member's shares/percentage ownership for SH5? If so, set forth the nature of the limitation.
- k. How much has this entity paid to, or on behalf of, Howard Hammer by year between January 1, 2006 and May 31, 2013.

INTERROGATORY NUMBER 49: We have information from the South Carolina Secretary of State's office that leads us to believe that you have knowledge about a South Carolina entity called 1634 Main, LP (herein 1634). As to this entity:

- a. Identify the current member(s) of the entity and the percentage of interest owned/held by each in January of 2009, in January of 2010, in January of 2011, in January of

2012, in January of 2013 and May of 2013.

- b. If the entity owns or holds title to real property, identify the real property by address or TMS number.
- c. As to any real property identified in response to paragraph b of this interrogatory, set forth the present market value of the property.
- d. As to any real property identified in response to paragraph b of this interrogatory, set forth whether there are any liens, judgments, or encumbrances affecting title to the property, the nature of the encumbrance, the amount of the encumbrance, and the holder thereof.
- e. As to any real property identified in response to paragraph b of this interrogatory, does the property produce income, and, if so, how much and to whom is the income tendered?
- f. What other assets not identified in paragraph b does 1634 hold?
- g. What debts does 1634 owe?
- h. What debts are owed to 1634?
- i. Identify by name, address and phone number any person(s) who has custody, control, or knowledge of any corporate records, including articles of incorporation or bylaws, for 1634.
- j. Is there any provision or limitation to the assignability of a member's shares/percentage ownership for 1634? If so, set forth the nature of the limitation.
- k. How much has this entity paid to, or on behalf of, Howard Hammer by year between January 1, 2006 and May 31, 2013.

INTERROGATORY NUMBER 50: We have information that leads us to believe that you

have knowledge about a South Carolina entity called HOC Properties, LLC (herein HOC). As to this entity:

- a. Identify the current member(s) of the entity and the percentage of interest owned/held by each in January of 2009, in January of 2010, in January of 2011, in January of 2012, in January of 2013 and May of 2013.
- b. If the entity owns or holds title to real property, identify the real property by address or TMS number.
- c. As to any real property identified in response to paragraph b of this interrogatory, set forth the present market value of the property.
- d. As to any real property identified in response to paragraph b of this interrogatory, set forth whether there are any liens, judgments, or encumbrances affecting title to the property, the nature of the encumbrance, the amount of the encumbrance, and the holder thereof.
- e. As to any real property identified in response to paragraph b of this interrogatory, does the property produce income, and, if so, how much and to whom is the income tendered?
- f. What other assets not identified in paragraph b does HOC hold?
- g. What debts does HOC owe?
- h. What debts are owed to HOC?
- i. Identify by name, address and phone number any person(s) who has custody, control, or knowledge of any corporate records, including articles of incorporation or bylaws, for HOC.
- j. Is there any provision or limitation to the assignability of a member's

shares/percentage ownership for HOC? If so, set forth the nature of the limitation.

- k. How much has this entity paid to, or on behalf of, Howard Hammer by year between January 1, 2006 and May 31, 2013.

INTERROGATORY NUMBER 51: We have information that leads us to believe that you have knowledge about a South Carolina entity called HAS Investments (herein HAS). As to this entity:

- a. Identify the current member(s) of the entity and the percentage of interest owned/held by each in January of 2009, in January of 2010, in January of 2011, in January of 2012, in January of 2013 and May of 2013.
- b. If the entity owns or holds title to real property, identify the real property by address or TMS number.
- c. As to any real property identified in response to paragraph b of this interrogatory, set forth the present market value of the property.
- d. As to any real property identified in response to paragraph b of this interrogatory, set forth whether there are any liens, judgments, or encumbrances affecting title to the property, the nature of the encumbrance, the amount of the encumbrance, and the holder thereof.
- e. As to any real property identified in response to paragraph b of this interrogatory, does the property produce income, and, if so, how much and to whom is the income tendered?
- f. What other assets not identified in paragraph b does HAS hold?
- g. What debts does HAS owe?
- h. What debts are owed to HAS?

- i. Identify by name, address and phone number any person(s) who has custody, control, or knowledge of any corporate records, including articles of incorporation or bylaws, for HAS.
- j. Is there any provision or limitation to the assignability of a member's shares/percentage ownership for HAS? If so, set forth the nature of the limitation.
- k. How much has this entity paid to, or on behalf of, Howard Hammer by year between January 1, 2006 and May 31, 2013.

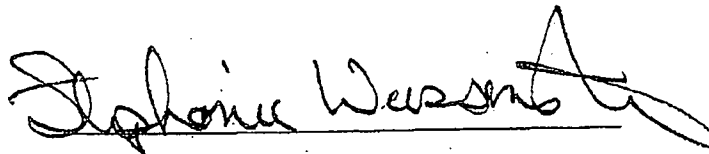
INTERROGATORY NUMBER 52: Describe with specificity any and all assets, including but not limited to real property, valuable personal property, trust, shares, valuable collectibles, and currency/funds, you have transferred, sold, or otherwise disposed of since 2006¹ to any family member (including but not limited to mother, siblings, in-laws, cousins, and/or their spouses or your children) or to any entity in which you hold or held a membership interest and/or in which your family member (including but not limited to mother, siblings, in-laws, cousins, and/or their spouses or your children) held a membership interest.

INTERROGATORY NUMBER 53: Describe with specificity the nature of the government investigation that caused you to invoke the 5th Amendment protections of the Constitution at the June 4, 2013 hearing on this matter by setting forth the agency in charge of or leading the investigation/inquiry and the allegations made.

INTERROGATORY NUMBER 54: Identify by name and address any and all persons who may have knowledge as to the facts and matters set forth herein.

[signatures next page]

¹ Internal Revenue Service guidelines state tax returns and their supporting documents be kept for a period of 7 years (6 years plus current).

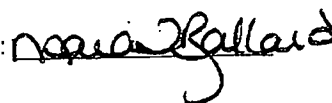


Desa Ballard
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ATTORNEYS FOR DEBTOR/
THIRD-PARTY DEBTOR

June 11, 2013

I, *Mara Ballard*, an employee of the Ballard Watson Weissenstein certify that I have this date served a copy of **Interrogatories to Debtor** on Howard Hammer and opposing counsel by depositing a copy properly addressed, with sufficient First Class postage affixed, to each, in the United States Mail.

Date: 6/11/13 Signed: 

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

Case No. 2009-CP-40-2889

Case No. 2009-CP-40-05911

Howard Hammer,

Plaintiff,

vs.

Shirley Hammer, a/k/a
Shirley Grace Hightower,

Defendant.

**REQUEST FOR PRODUCTION
OF DOCUMENTS TO
HOWARD HAMMER**

1634 Main, L.P.

Plaintiff,

vs.

Shirley Hammer, a/k/a
Shirley Grace Hightower,

Defendant

vs.

Howard Hammer,

Additional Defendant
On Counterclaim.

The creditor, Shirley Hammer, by and through her undersigned attorneys, hereby requires the debtor, Howard Hammer, to answer under oath the Request for Production of Documents hereinafter set forth within thirty (30) days after the serving hereof in accordance with Rule 33 of the South Carolina Rules of Civil Procedure.



DEFINITIONS

As used herein, except when the context requires otherwise, the following definitions shall apply.

1. "You", "your", or "Defendant(s)" shall mean Howard Hammer the individual, as well as all persons acting or purporting to act on his behalf, for any purpose relevant to these Interrogatories including employees, attorneys, accountants, agents, or family members.

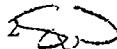
2. "Person" shall include any individual, partnership, firm, association, corporation, or any other business, governmental, or legal entity.

3. "Identify" or "identity", when used in reference to a natural person, shall require you to state (a) his full name, (b) his present or last known address, and (c) his present or last known employer and job title. When used in reference to a corporation or business entity, "identify" or "identity" shall require you to state (a) the full name of the corporation or business entity, (b) the present or last known address, and (c) the principal place of business and state of incorporation. When used in reference to a document, "identify" or "identity" shall require you to state (a) the date of such document, (b) the type of document, (c) the present location of such document or copies of such document, and (d) a brief summary of the contents of such document.

4. "Document" or documents" shall mean all correspondence, records, reports, indices, summaries, compilations, extracts, memoranda, forms, graphs, technical data or charts, photographs, films, videotapes, sound recordings, invoices, specifications, laboratory reports, protocols, manuals, brochures, pamphlets, advertisements, promotional materials, instructions, literature, computer data bases or printouts, sketches, package inserts, labels, press releases, or any other graphic, visual, written, or recorded electronically or otherwise, of any kind whatsoever, within the knowledge, possession, custody, of any kind whatsoever, within the knowledge, possession, custody, control, or subject to the control of the defendants or their attorneys whether such document is stored in word processing files, calendaring program data, e-mails, hard drives, mobile electronic devices including mobile telephones, computer discs, portable drives, hard drives in copier machines, hard drives in fax machines and other computer logs or images of items that might constitute "documents" within the definition set forth herein. The defendants, by and through the undersigned attorneys, hereby require the plaintiff to answer under oath the Request for Production of Documents hereinafter set forth within thirty (30) days after the serving hereof in accordance with Rule 34 of the South Carolina Rules of Civil Procedure.

5. Unless the request for production specifically states otherwise, each request herein is directed only to Howard Hammer.

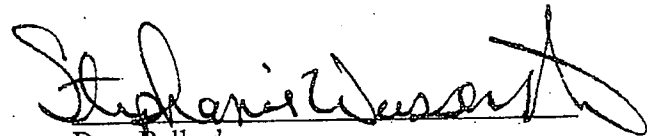
6. If you do not have custody of the materials requested, and cannot obtain the materials without undue hardship, which must be specified, identify by name, location, and all other pertinent details the person or entity who does or should have custody/control of the material requested.



1. Please produce all documents, statements, reports, photographs or any other document referred to or relied upon in forming your Answers to Interrogatories.
2. Income Tax records and related documents, schedules and workpapers for the years 2006-2012.
3. HUD-1 and Disbursement sheet or client ledger for the property know as 1 Rice Court
4. HUD-1 and Disbursement sheet or client ledger for the property known as Riverclub Drive.
5. HUD-1 and Disbursement sheet or client ledger for the property known as 210 Waccamaw.
6. HUD-1 and Disbursement sheet or client ledger for the property known as for 1619 Hollywood.
7. HUD-1 and Disbursement sheet or client ledger for the property known as Grandevine Unit C-102.
8. Copies of all statement for all bank accounts, including checking and savings accounts for the period July, 2009 through May, 2013.
9. Copies of all statement for all retirement accounts for the period July, 2009 through May, 2013.
10. Copies of all statement for all investment accounts, including but not limited to money market accounts and certificates of deposit, for the period July, 2009 through May, 2013.
11. Copies of all statement for all other financial accounts to which you have access, for the period July, 2009 through May, 2013.

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12. Beginning in 2009, produce annual records denoting how much rent you have paid to 1634 Main, LP for your use of office space in the building located at 1634 Main Street in Columbia, SC.
13. Produce records, including but not limited to lease agreements, tenements, stocks, shares, management agreements, or similar for any income producing property owned by you or by an entity in which you have an interest.
14. Produce copies of all credit card statements, since January 2009.



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June 11, 2013

I, Mara Ballard an employee of the Ballard Watson Weissenstein Certify that I have this date served a copy of Request for Production of Documents to Howard Hammer on Howard Hammer and all opposing counsel by depositing a copy properly addressed, with sufficient First Class Postage affixed, to each, in the United States Mail.

Date: 6.11.13 Signed: Mara Ballard

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	Civil Action/ Judgment # 2010CP400511
	)	
1634 Main, L.P.	)	
	)	
Plaintiff (Debtor),	)	
vs.	)	INTERROGATORIES TO DEBTOR
	)	1634 Main, LP
Shirley Hammer,	)	
	)	
Defendant/Third-party	)	
Plaintiff (Creditor)	)	
vs.	)	
	)	
Howard Hammer,	)	
	)	
Defendant On Counterclaim.	)	
(Debtor)	)	
	)	

Pursuant to the Order of the Honorable Joseph M. Strickland, dated June 10, 2013, Shirley Hammer, by and through her undersigned attorneys, hereby requires the Debtor 1634 Main, LP to answer under oath the Interrogatories hereinafter set forth within thirty (30) days after the serving hereof.

DEFINITIONS

As used herein, except when the context requires otherwise, the following definitions shall apply.

1. "You" or "your" shall mean Howard Hammer the individual, as well as all persons acting or purporting to act on his behalf, for any purpose relevant to these Interrogatories, including employees, attorneys, accountants, agents, or family members..
2. "Person" shall include any individual, partnership, firm, association, corporation, or any other business, governmental, or legal entity.
3. "1634 Main" shall mean 1634 Main, LP, and Howard Hammer as agent for 1634 Main, LP, either in his capacity as sole member of SH5, LLC, or as a limited partner in 1634 Main LP..
4. "Debtor(s)" shall mean Howard Hammer, individually and as agent for 1634 Main, LP, and to 1634 Main, LP, either in his capacity as sole member of SH5, LLC, or as a

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limited partner in 1634 Main LP.

5. "Identify" or "identity", when used in reference to a natural person, shall require you to state (a) his full name, (b) his present or last known address, and (c) his present or last known employer and job title. When used in reference to a corporation or business entity, "identify" or "identity" shall require you to state (a) the full name of the corporation or business entity, (b) the present or last known address, and (c) the principal place of business and state of incorporation. When used in reference to a document, "identify" or "identity" shall require you to state (a) the date of such document, (b) the type of document, (c) the present location of such document or copies of such document, and (d) a brief summary of the contents of such document.

6. "Document" or documents" shall mean all correspondence, records, reports, indices, summaries, compilations, extracts, memoranda, forms, graphs, technical data or charts, photographs, films, videotapes, sound recordings, invoices, specifications, laboratory reports, protocols, manuals, brochures, pamphlets, advertisements, promotional materials, instructions, literature, computer data bases or printouts, sketches, package inserts, labels, press releases, or any other graphic, visual, written, or recorded electronically or otherwise, of any kind whatsoever, within the knowledge, possession, custody, of any kind whatsoever, within the knowledge, possession, custody, control, or subject to the control of the Debtors or their attorneys whether such document is stored in word processing files, calendaring program data, e-mails, hard drives, mobile electronic devices including mobile telephones, computer discs, portable drives, hard drives in copier machines, hard drives in fax machines and other computer logs or images of items that might constitute "documents" within the definition set forth herein.

INSTRUCTIONS

1. If all of the information furnished in response to all or any part of an Interrogatory is not within the personal knowledge of the Debtor(s) or his/its attorneys, identify each person to whom all or any part of the information furnished is a matter of personal knowledge or each person who communicated to the Debtors or their attorneys all or any part of the information furnished.

2. If the answer to all or any part of an interrogatory is not presently known or available, include a statement to that effect explaining why the information is not known.

3. If debtors do not have all or any part of the information requested in an interrogatory and are unable to obtain it within the time allotted to answer, state the information to the best of your knowledge upon information and belief and identify the source of that information.

4. If objections are entered to all or any part of an interrogatory, state the specific grounds for the objection and answer such interrogatory to the extent to which there is no objection.

5. If a privilege is asserted concerning all or any part of the information requested by

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an interrogatory, identify the information or document for which privilege is asserted and state the specific grounds for each such privilege asserted.

6. For purposes of the interrogatories set forth herein, any attorney-client or work product privilege by and between the Creditor and the Debtors is expressly waived.

7. DEBTORS ARE HEREBY GIVEN NOTICE THAT if Debtor(s) assert his or its Fifth Amendment Privilege against self-incrimination and does not set forth the specific grounds for asserting such privilege and/or if Debtor(s) set forth blanket assertions of this privilege without reasonable basis, such action will be treated by Creditor as an effort to improperly avoid proceedings and Creditor will seek all possible remedies and sanctions against Debtor(s), including but not limited to action for contempt if available.

INTERROGATORIES

INTERROGATORY NUMBER 1: Since July of 2009, how much has 1634 Main paid in legal fees? Please identify all attorneys or law firms who have been paid by or on behalf of 1634 Main LP and the specific amount paid to each.

INTERROGATORY NUMBER 2: For each year since 2006 through present, list every source from which 1634 Main has received income, including but not limited to interest, capital gains, rent, services, appreciation, in-kind services, , distributions and set forth the amount received annually as to each.

INTERROGATORY NUMBER 3: Please list any debts owed to 1634 Main, the amount of each debt, and the name of the borrower/tenant/partner/member, etc.

INTERROGATORY NUMBER 4: Please list any fees, assessments, and rents owed to 1634 Main, the amount of those receivables and the name of the client/customer/tenant, etc.

INTERROGATORY NUMBER 5: Identify, by name of the institution and account number, each checking/debit account owned or controlled by 1634 Main, or to which 1634 Main have access, and set forth the amount of funds in those accounts as of December 31, 2012 and as of May 31, 2013.

INTERROGATORY NUMBER 6: Identify, by name of the institution and account

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number, each brokerage account owned or controlled by 1634 Main, or to which 1634 Main have access, and set forth the amount of funds in those accounts by month between December 31, 2011 and as of May 31, 2013.

INTERROGATORY NUMBER 7: Identify, by name of the institution and account number, each savings account, including standard savings account, college fund account, Christmas account, trust account, Uniform Gifts to Minors Accounts, or similar, owned or controlled by 1634 Main, or to which 1634 Main has access, and set forth the amount of funds in those accounts by month between December 31, 2011 and as of May 31, 2013.

INTERROGATORY NUMBER 8: Identify any person and/or entity that maintains, possesses, or keeps any funds or property on 1634 Main's behalf, and provide contact information for those individuals or entities.

INTERROGATORY NUMBER 9: Identify, by name of the institution and account number, each money market account and/or certificate of deposit owned or controlled by 1634 Main, or to which 1634 Main have access, and set forth the amount of funds in those accounts by month between December 31, 2011 and as of May 31, 2013.

INTERROGATORY NUMBER 10: Identify, by name of the institution and account number, each depository account not identified above that is owned or controlled by 1634 Main, or to which 1634 Main have access, and set forth the amount of funds in those accounts by month between December 31, 2011 and as of May 31, 2013.

INTERROGATORY NUMBER 11: In terms of square feet, how much office space does 1634 Main use of the property located at 1634 Main Street in Columbia?

INTERROGATORY NUMBER 12: Since July of 2009, has 1634 Main, or any of its members or agents, tendered to any individual or entity rent for the use of any real property? If

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so, to whom, how often, and how much did 1634 Main pay rent?

INTERROGATORY NUMBER 13: Does 1634 Main use any real or personal property owned by someone other than itself? If so, what property and by whom owned?

INTERROGATORY NUMBER 14: List any rental property that is owned in whole or in part by 1634 Main or any entity in which 1634 Main has an interest. For each property, list how much rent 1634 Main receives from each.

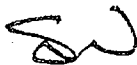
INTERROGATORY NUMBER 15: Please list with specificity all 1634 Main's debts and obligations and the amounts for each.

INTERROGATORY NUMBER 16: Specifically list all person or entities, including family members of Howard Hammer, who may have knowledge of 1634 Main's assets.

INTERROGATORY NUMBER 17: If 1634 Main has no assets, how does 1634 Main pay bills, disbursements, taxes, assessments, etc.?

INTERROGATORY NUMBER 18: We have information from the South Carolina Secretary of State's office that leads us to believe that 1634 Main has knowledge about a South Carolina entity called SH 5, LLC. As to this entity:

- a. Identify the current member(s) of the entity and the percentage of interest owned/held by each in January of 2009, in January of 2010, in January of 2011, in January of 2012, in January of 2013 and May of 2013.
- b. If the entity owns or holds title to real property, identify the real property by address or TMS number.
- c. As to any real property identified in response to paragraph b of this interrogatory, set forth the present market value of the property.
- d. As to any real property identified in response to paragraph b of this interrogatory, set

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forth whether there are any liens, judgments, or encumbrances affecting title to the property, the nature of the encumbrance, the amount of the encumbrance, and the holder thereof.

- e. As to any real property identified in response to paragraph b of this interrogatory, does the property produce income, and, if so, how much and to whom is the income tendered?
- f. What other assets not identified in paragraph b does SH 5, LLC hold?
- g. What debts does SH 5, LLC owe?
- h. What debts are owed to SH 5, LLC?
- i. Identify by name, address and phone number any person(s) who has custody, control, or knowledge of any corporate records, including articles of incorporation or bylaws, for SH 5, LLC.
- j. Is there any provision or limitation to the assignability of a member's shares/percentage ownership for SH 5, LLC? If so, set forth the nature of the limitation.
- k. What is the relationship between SH 5, LLC and 1634 Main?
- l. How much has this entity paid to or on behalf of Howard Hammer by year between January 1, 2006 and May 31, 2013.
- m. How much has this entity paid to or on behalf of 1634 Main, LP by year between January 1, 2006 and May 31, 2013

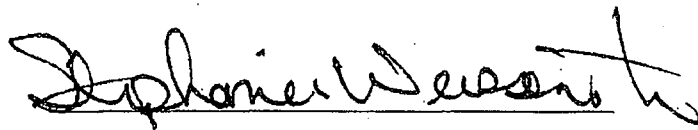
INTERROGATORY NUMBER 19: Describe with specificity any and all assets, including but not limited to real property, stocks, valuable personal property, trust, shares, valuable collectibles, and currency/funds, 1634 Main has transferred, sold, or otherwise disposed

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of since 2006 to Howard Hammer or any family member of Howard Hammer (including but not limited to mother, siblings, in-laws, cousins, and/or their spouses, or to the children of any family member, or to any entity in which 1634 Main holds or held a membership interest and/or in which Howard Hammer's family member (including but not limited to mother, siblings, in-laws, cousins, and/or their spouses or Howard Hammer's children) held a membership interest.

INTERROGATORY NUMBER 20: Describe with specificity, but without divulging any privileged information, the nature of the government investigation that caused 1634 Main to invoke the 5th Amendment protections of the Constitution at the June 4, 2013 hearing on this matter by setting forth the agency in charge of or leading the investigation/inquiry and the allegations made.

INTERROGATORY NUMBER 21: Identify by name and address of any person you/debtor knows or believes has knowledge as to the facts set forth herein.



Desa Ballard
Stephanie Weissenstein
Ballard Watson Weissenstein
P.O. Box 6338
West Columbia, South Carolina 29171
Telephone: (803)796.9299
Facsimile: (803)796.1066
E-mail: desab@desaballard.com
stephanie@desaballard.com

ATTORNEYS FOR DEFENDANT AND
CREDITOR, SHIRLEY HAMMER

June 11, 2013

I, *Mara Ballard*, an employee of the Ballard Watson Weissenstein certify that I have this date served a copy of **Interrogatories to Debtor 1634 Main, LP** on Art Aiken and Howard Hammer by depositing a

copy properly addressed, with sufficient First Class
postage affixed, to each, in the United States Mail.

Date: 6.11.13 Signed: Maria Ballard

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

Case No. 2009-CP-40-2889

Case No. 2009-CP-40-05911

Howard Hammer,

Plaintiff,

vs.

Shirley Hammer, a/k/a
Shirley Grace Hightower,

Defendant.

**REQUEST FOR PRODUCTION
OF DOCUMENTS TO
1634 MAIN LP**

1634 Main, L.P.

Plaintiff,

vs.

Shirley Hammer, a/k/a
Shirley Grace Hightower,

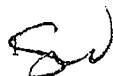
Defendant

vs.

Howard Hammer,

Additional Defendant
On Counterclaim.

The creditor, Shirley Hammer, by and through her undersigned attorneys, hereby requires the debtor, 1634 Main, LP, by or through its agent(s), to answer under oath the Request for Production of Documents hereinafter set forth within thirty (30) days after the serving hereof in accordance with Rule 33 and Rule 30(b)(6) of the South Carolina Rules of Civil Procedure.



DEFINITIONS

As used herein, except when the context requires otherwise, the following definitions shall apply.

1. "You", "your", or "Defendant(s)" or "Debtor" shall mean 1634 Main, LP, as well as all persons acting or purporting to act on his behalf, for any purpose relevant to these Requests including employees, attorneys, accountants, agents, or family members.

2. "Person" shall include any individual, partnership, firm, association, corporation, or any other business, governmental, or legal entity.

3. "Identify" or "identity", when used in reference to a natural person, shall require you to state (a) his full name, (b) his present or last known address, and (c) his present or last known employer and job title. When used in reference to a corporation or business entity, "identify" or "identity" shall require you to state (a) the full name of the corporation or business entity, (b) the present or last known address, and (c) the principal place of business and state of incorporation. When used in reference to a document, "identify" or "identity" shall require you to state (a) the date of such document, (b) the type of document, (c) the present location of such document or copies of such document, and (d) a brief summary of the contents of such document.

4. "Document" or documents" shall mean all correspondence, records, reports, indices, summaries, compilations, extracts, memoranda, forms, graphs, technical data or charts, photographs, films, videotapes, sound recordings, invoices, specifications, laboratory reports, protocols, manuals, brochures, pamphlets, advertisements, promotional materials, instructions, literature, computer data bases or printouts, sketches, package inserts, labels, press releases, or any other graphic, visual, written, or recorded electronically or otherwise, of any kind whatsoever, within the knowledge, possession, custody, of any kind whatsoever, within the knowledge, possession, custody, control, or subject to the control of the defendants or their attorneys whether such document is stored in word processing files, calendaring program data, e-mails, hard drives, mobile electronic devices including mobile telephones, computer discs, portable drives, hard drives in copier machines, hard drives in fax machines and other computer logs or images of items that might constitute "documents" within the definition set forth herein. The defendants, by and through the undersigned attorneys, hereby require the plaintiff to answer under oath the Request for Production of Documents hereinafter set forth within thirty (30) days after the serving hereof in accordance with Rule 34 of the South Carolina Rules of Civil Procedure.

5. Unless the request for production specifically states otherwise, each request herein is directed only to 1634 Main, LP.

6. If you do not have custody of the materials requested, and cannot obtain the materials without undue hardship, which must be specified, identify by name, location, and all other pertinent details the person or entity who does or should have custody/control of the material requested.

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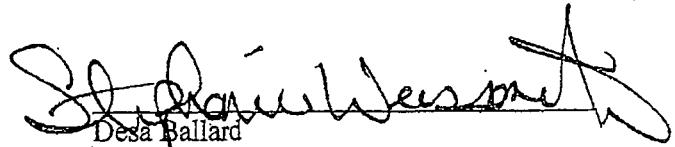
7. If you will not produce the requested material, state your objection in detail, setting forth the grounds of your objection.

REQUETS FOR PRODUCTION

1. Please produce all documents, statements, reports, photographs or any other document referred to or relied upon in forming your Answers to Interrogatories.
2. Income and/or Corporate Tax records and related documents, schedules and workpapers for the years 2006-2012.
3. Copies of all statement for all bank accounts, including checking and savings accounts for the period July, 2009 through May, 2013.
4. Copies of all statement for all retirement accounts for the period July, 2009 through May, 2013.
5. Copies of all statement for all investment accounts, including but not limited to money market accounts and certificates of deposit, for the period July, 2009 through May, 2013
6. Copies of all statement for all other financial accounts to which you have access, for the period July, 2009 through May, 2013.
7. Copies of the corporate documents, including articles of incorporation, bylaws, minutes of meetings, shares, assessments, and other filings.
8. Beginning in 2009, produce annual records denoting how much rent 1634 Main, LP has received for the office space(s) in the building located at 1634 Main Street in Columbia, SC, and identify the tenant tendering such payment(s).
9. Produce records, including but not limited to lease agreements, tenements, stocks, shares, management agreements, or similar for any income producing property owned by 1634 Main, or in which it has an interest.

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10. Produce copies of all credit card statements, since January 2009.
11. Produce the name and address each member or shareholder of 1634, Main, LP.
currently and in May 2009.



Desa Ballard

Stephanie Weissenstein

Ballard Watson Weissenstein

226 State Street

West Columbia, South Carolina 29169

Telephone: 803.796.9299

Facsimile: 803.796.1066

E-mail: desab@desaballard.com

E-mail: Stephanie@desaballard.com

June 11, 2013

I, Mara Ballard an employee of the Ballard Watson Weissenstein Certify that I have this date served a copy of Request for Production of Documents to 1634 Main LP on all opposing counsel by depositing a copy properly addressed, with sufficient First Class Postage affixed, to each, in the United States Mail.

Date: 6-11-13 Signed: Mara Ballard

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Nelson Mullins

Nelson Mullins Riley & Scarborough LLP
Attorneys and Counselors at Law
104 South Main Street / Ninth Floor / Greenville, SC 29601
Tel: 864.250.2300 Fax: 864.250.2381
www.nelsonmullins.com

Timothy E. Madden
Tel: 864.250.2279
Fax: 864.250.2381
tim.madden@nelsonmullins.com

February 27, 2013

VIA HAND DELIVERY at Nelson Mullins office in Columbia, SC

Thomas H. Pope, Esquire
Pope & Hudgens Law
Newberry, SC

RE: Shirley Hammer v. Howard Hammer
Civil Action No. 2005-DR-40-2871
Our File No. 30279/01500

Dear Tom:

In connection with the above captioned matter, enclosed please find the executed Assignment of Limited Partnership Interest and Quit Claim Deed. These documents are delivered to you pursuant to the Consent Order and your letter of February 27, 2013.

Very truly yours,


Timothy E. Madden

TEM:kmj
cc: Shirley Hammer, w/enclosure

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ASSIGNMENT OF LIMITED
PARTNERSHIP INTEREST

THIS ASSIGNMENT OF PARTNERSHIP INTEREST is made effective as of this 27 day of February 2013, by and between **SHIRLEY HAMMER** ("Assignor") and **HOWARD HAMMER** ("Assignee").

The Assignor does hereby assign and transfer to Assignee **HOWARD HAMMER** any and all of her right, title and interest in a limited partnership interest in **1634 MAIN, LIMITED PARTNERSHIP**, a South Carolina limited partnership (the "LP").

This Assignment is made pursuant to a marital settlement agreement of the parties and approved by court order.

IN WITNESS WHEREOF, this Assignment of Limited Partnership Interest is effective as of the date stated above in the opening paragraph.

WITNESSETH:

Joel Alexander
Robert [unclear]

Shirley Hammer
SHIRLEY HAMMER

NO TITLE SEARCH

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that Shirley Hammer (hereinafter "Grantor"), consistent with the Order dated May 12, 2008 issued in C/A No. 2005-DR-40-2871 and by marital settlement agreement of the parties, has granted, bargained, sold, and released and by these presents, does grant, bargain, sell and release, all of her right, title and interest, if any, unto Howard Hammer, (hereinafter "Grantee"), his heirs and assigns forever:

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 to record 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 of 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 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.

Tax Map #09014-04-19

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 above-described 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.

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WITNESS the Grantor's hand(s) and seal(s) this 27 day of February 2013.

SIGNED, sealed and delivered in the presence of:

Garcel Alford
Shirley Hammer

Shirley Hammer
Shirley Hammer

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Grantor sign, seal and as her act and deed, deliver the foregoing written instrument and that s/he with the other witness subscribed above, witnessed the execution thereof.

Garcel Alford

SWORN to before me this 27
day of February 2013

Shirley Hammer

Notary Public for South Carolina

My commission expires: May 12th 2018

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

AFFIDAVIT

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is an interest in 1634 Main Street, Columbia, SC 29201, bearing Richland County Tax Map Number 09014-04-19 and was transferred by Shirley Hammer to Howard Hammer.
3. Check one of the following. The deed is:

- (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) X exempt from the deed recording fee because (See Information section of affidavit);
_____ 4 _____
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

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

- (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
- (b) _____ The fee is computed on the fair market value of the realty which is _____.
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

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

6. The deed recording fee is computed as follows:

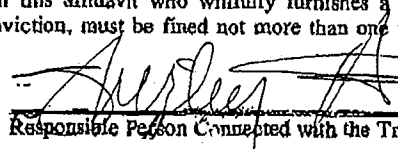
- (a) Place the amount listed in item 4 above here: \$ _____
- (b) Place the amount listed in item 5 above here: _____
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ _____

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

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

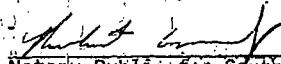
Signature

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

 (Seal)
Responsible Person Connected with the Transaction

Shirley Hammer, Grantor
Print or Type Name Here

SWORN to before me this 27
day of February 2013


Notary Public for South Carolina
My commission expires: May 12th, 2018

INFORMATION

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 are 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 constitute 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 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 of 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 constitute 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.

(13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.

(14) Transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.

(15) Transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

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From: Mara Ballard
To: thpope@popeandhudson.com
Cc: Desa Ballard; Stephanie Weissenstein; Mara Ballard
Subject: FW: Hammer, Shirley (Main Street);
Date: Wednesday, August 07, 2013 2:25:38 PM
Attachments: Conveyance of 1634 Main and Quit Claim Deed 02-28-2013.pdf

Dear Mr. Pope,

Please see my email below to which I have not yet received a response.

Thank you.

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



From: Mara Ballard
Sent: Monday, July 22, 2013 11:26 AM
To: thpope@popeandhudson.com
Cc: Desa Ballard; Stephanie Weissenstein; Mara Ballard
Subject: Hammer, Shirley (Main Street);

Mr. Pope,

I left a voice mail for you last week sometime, but have not heard back from you. I've been trying to find the filed copy of the attached deeds and affidavits at the ROD and have had no luck. Could you (or someone in your office) please send me the book and page numbers? If it has not been filed yet, please let me know so I can stop my search.

Thank you for your assistance in this matter. With kindest regards,

Mara T. Ballard, CMA, CFE
Forensic Accountant (not a lawyer)
Ballard Watson Weissenstein
226 State Street (29169)
Post Office Box 6338

West Columbia, South Carolina 29171

803.796.9299

803.796.1066 Facsimile

www.desaballard.com



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Assessor Data View

The information provided on this page reflects data as of **December 31, 2010** and should be used for reference only. For official assessment information, please contact the Richland County Assessor's Office.

Information presented on the Assessor's Database is collected, organized and provided for the convenience of the user and is intended solely for informational purposes. **ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION, RISK AND RESPONSIBILITY OF THE USER.** While every attempt is made to provide information that is accurate at the date of publication, portions of such information may be incorrect or not current. **RICHLAND COUNTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE.** All official records of the County and the countywide elected officials are on file in their respective offices and may be viewed by the public at those offices.

Owner Information

Tax Map Number:	R09014-04-19
Owner:	1634 MAIN LP &
Address 1:	/SHIRLEY HAMMER
Address 2:	1634 MAIN ST
Address 3:	
City/State/Zip:	COLUMBIA
	SC 29201
Property Location/Code:	1632 MAIN ST

Tax Information

Year:	2012
Property Tax Relief:	\$0.00
Local Option Sales Tax Credit:	(\$2,963.42)
Tax Amount:	\$31,545.44
Paid:	No
Homestead:	No
Assessed:	\$56,920.00

Assessment Information

Year Of Assessment:	2012	Legal Residence:	No
Tax District:	1CC	Sewer Connection:	CITY
Acreage Of Parcel:	0.50	Water Connection:	CITY
Non-Agriculture Value:	\$522,700.00	Agriculture Value:	\$0.00
Building Value:	\$425,900.00	Improvements:	\$0.00
Taxable Value:	\$948,600.00		
Zoning:	C-5	CENTRAL BUSINESS	

Property Information

Legal Description:	PARCELS A & B	#SU
	61X209X17.8X211.8X42.3X421.3	#PR
Land Type:	COMMERCIAL LAND	

Sales History

Current Owner Name	Sale Date	V/I	Book/Page	Sale Price	Qual Code
1634 MAIN LP &	02/15/2002	1	R0627/1909	\$396,000.00	7
1634 MAIN LP	12/22/2000	1	R0469/1543	\$720,000.00	Q
1634 MAIN (E&A) LLC	09/12/2000	1	R0442/754	\$1.00	9
EDENSIA AVANT FINANCING LTD	07/22/1997	1	D1396/524	\$10.00	9

Qualification Code Definitions

Structure Information

Building Number	Year Structure Was Assessed	Building Description	Actual Year Built	Number Of Bathrooms	Number Of Bedrooms	Total Number Of Stories	Heated Square Footage	Total Square Footage
1	2009	OFFICE/2-8 FLR - WALL GRP 3	1934	3.0	0	3.0	16912	16912

Structure Details

Structure Type	Structure Description	Building Number
Building Element	AC TYPE - CENTRAL	1
Building Element	ARCHITECTURAL STYLE - MISCELLANEOUS	3
Building Element	BUILDING SHAPE - RECTANGLE	1
Building Element	ELECTRICAL - AVERAGE	1

Building Element	EXTERIOR WALL 1...FACE BRICK VENEER	1
Building Element	EXTERIOR WALL 2...CB STUCCO	1
Building Element	FOUNDATION...CONTINUOUS FOOTING	1
Building Element	HEAT TYPE/FUEL...FORCED AIR DUC/ELEC	1
Building Element	INSULATION...AVERAGE	1
Building Element	INTERIOR FLOOR 1...CARPET	1
Building Element	INTERIOR FLOOR 2	1
Building Element	INTERIOR WALL 1...3-P/D SUSPENDED	1
Building Element	INTERIOR WALL 2	1
Building Element	ROOF COVER...TAR AND GRAVEL	1
Building Element	ROOF STRUCTURE...FLAT	1
Building Element	STRUCTURAL FRAME...MASONRY	1

Exemptions

Exemption Year	Exemption Description
----------------	-----------------------

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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

1634 Main, L.P.

Plaintiff (Debtor),

vs.

Shirley Hammer,

Defendant/Third-party
Plaintiff (Creditor)

vs.

Howard Hammer,

Defendant On Counterclaim.
(Debtor)

IN THE COURT OF COMMON PLEAS

Civil Action/ Judgment # 2010CP400511

INTERROGATORIES TO DEBTOR
1634 Main, LP

RICHLAND COUNTY
FILED
2013 JUN 14 AM 10:03
JEANETTE W. MOSENFELDER
C.C.P. & G.O.

Pursuant to the Order of the Honorable Joseph M. Strickland, dated June 10, 2013, Shirley Hammer, by and through her undersigned attorneys, hereby requires the Debtor 1634 Main, LP to answer under oath the Interrogatories hereinafter set forth within thirty (30) days after the serving hereof.

DEFINITIONS

As used herein, except when the context requires otherwise, the following definitions shall apply.

1. "You" or "your" shall mean Howard Hammer the individual, as well as all persons acting or purporting to act on his behalf, for any purpose relevant to these Interrogatories, including employees, attorneys, accountants, agents, or family members.

2. "Person" shall include any individual, partnership, firm, association, corporation, or any other business, governmental, or legal entity.

3. "1634 Main" shall mean 1634 Main, LP, and Howard Hammer as agent for 1634 Main, LP, either in his capacity as sole member of SH5, LLC, or as a limited partner in 1634 Main LP.

4. "Debtor(s)" shall mean Howard Hammer, individually and as agent for 1634 Main, LP, and to 1634 Main, LP, either in his capacity as sole member of SH5, LLC, or as a

1 

limited partner in 1634 Main LP.

5. "Identify" or "identity", when used in reference to a natural person, shall require you to state (a) his full name, (b) his present or last known address, and (c) his present or last known employer and job title. When used in reference to a corporation or business entity, "identify" or "identity" shall require you to state (a) the full name of the corporation or business entity, (b) the present or last known address, and (c) the principal place of business and state of incorporation. When used in reference to a document, "identify" or "identity" shall require you to state (a) the date of such document, (b) the type of document, (c) the present location of such document or copies of such document, and (d) a brief summary of the contents of such document.

6. "Document" or documents" shall mean all correspondence, records, reports, indices, summaries, compilations, extracts, memoranda, forms, graphs, technical data or charts, photographs, films, videotapes, sound recordings, invoices, specifications, laboratory reports, protocols, manuals, brochures, pamphlets, advertisements, promotional materials, instructions, literature, computer data bases or printouts, sketches, package inserts, labels, press releases, or any other graphic, visual, written, or recorded electronically or otherwise, of any kind whatsoever, within the knowledge, possession, custody, of any kind whatsoever, within the knowledge, possession, custody, control, or subject to the control of the Debtors or their attorneys whether such document is stored in word processing files, calendaring program data, e-mails, hard drives, mobile electronic devices including mobile telephones, computer discs, portable drives, hard drives in copier machines, hard drives in fax machines and other computer logs or images of items that might constitute "documents" within the definition set forth herein.

INSTRUCTIONS

1. If all of the information furnished in response to all or any part of an Interrogatory is not within the personal knowledge of the Debtor(s) or his/its attorneys, identify each person to whom all or any part of the information furnished is a matter of personal knowledge or each person who communicated to the Debtors or their attorneys all or any part of the information furnished.

2. If the answer to all or any part of an interrogatory is not presently known or available, include a statement to that effect explaining why the information is not known.

3. If debtors do not have all or any part of the information requested in an interrogatory and are unable to obtain it within the time allotted to answer, state the information to the best of your knowledge upon information and belief and identify the source of that information.

4. If objections are entered to all or any part of an interrogatory, state the specific grounds for the objection and answer such interrogatory to the extent to which there is no objection.

5. If a privilege is asserted concerning all or any part of the information requested by

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an interrogatory, identify the information or document for which privilege is asserted and state the specific grounds for each such privilege asserted.

6. For purposes of the interrogatories set forth herein, any attorney-client or work product privilege by and between the Creditor and the Debtors is expressly waived.

7. DEBTORS ARE HEREBY GIVEN NOTICE THAT if Debtor(s) assert his or its Fifth Amendment Privilege against self-incrimination and does not set forth the specific grounds for asserting such privilege and/or if Debtor(s) set forth blanket assertions of this privilege without reasonable basis, such action will be treated by Creditor as an effort to improperly avoid proceedings and Creditor will seek all possible remedies and sanctions against Debtor(s), including but not limited to action for contempt if available.

INTERROGATORIES

INTERROGATORY NUMBER 1: Since July of 2009, how much has 1634 Main paid in legal fees? Please identify all attorneys or law firms who have been paid by or on behalf of 1634 Main LP and the specific amount paid to each.

INTERROGATORY NUMBER 2: For each year since 2006 through present, list every source from which 1634 Main has received income, including but not limited to interest, capital gains, rent, services, appreciation, in-kind services, , distributions and set forth the amount received annually as to each.

INTERROGATORY NUMBER 3: Please list any debts owed to 1634 Main, the amount of each debt, and the name of the borrower/tenant/partner/member, etc.

INTERROGATORY NUMBER 4: Please list any fees, assessments, and rents owed to 1634 Main, the amount of those receivables and the name of the client/customer/tenant, etc.

INTERROGATORY NUMBER 5: Identify, by name of the institution and account number, each checking/debit account owned or controlled by 1634 Main, or to which 1634 Main have access, and set forth the amount of funds in those accounts as of December 31, 2012 and as of May 31, 2013.

INTERROGATORY NUMBER 6: Identify, by name of the institution and account

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number, each brokerage account owned or controlled by 1634 Main, or to which 1634 Main have access, and set forth the amount of funds in those accounts by month between December 31, 2011 and as of May 31, 2013.

INTERROGATORY NUMBER 7: Identify, by name of the institution and account number, each savings account, including standard savings account, college fund account, Christmas account, trust account, Uniform Gifts to Minors Accounts, or similar, owned or controlled by 1634 Main, or to which 1634 Main has access, and set forth the amount of funds in those accounts by month between December 31, 2011 and as of May 31, 2013.

INTERROGATORY NUMBER 8: Identify any person and/or entity that maintains, possesses, or keeps any funds or property on 1634 Main's behalf, and provide contact information for those individuals or entities.

INTERROGATORY NUMBER 9: Identify, by name of the institution and account number, each money market account and/or certificate of deposit owned or controlled by 1634 Main, or to which 1634 Main have access, and set forth the amount of funds in those accounts by month between December 31, 2011 and as of May 31, 2013.

INTERROGATORY NUMBER 10: Identify, by name of the institution and account number, each depository account not identified above that is owned or controlled by 1634 Main, or to which 1634 Main have access, and set forth the amount of funds in those accounts by month between December 31, 2011 and as of May 31, 2013.

INTERROGATORY NUMBER 11: In terms of square feet, how much office space does 1634 Main use of the property located at 1634 Main Street in Columbia?

INTERROGATORY NUMBER 12: Since July of 2009, has 1634 Main, or any of its members or agents, tendered to any individual or entity rent for the use of any real property? If

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so, to whom, how often, and how much did 1634 Main pay rent?

INTERROGATORY NUMBER 13: Does 1634 Main use any real or personal property owned by someone other than itself? If so, what property and by whom owned?

INTERROGATORY NUMBER 14: List any rental property that is owned in whole or in part by 1634 Main or any entity in which 1634 Main has an interest. For each property, list how much rent 1634 Main receives from each.

INTERROGATORY NUMBER 15: Please list with specificity all 1634 Main's debts and obligations and the amounts for each.

INTERROGATORY NUMBER 16: Specifically list all person or entities, including family members of Howard Hammer, who may have knowledge of 1634 Main's assets.

INTERROGATORY NUMBER 17: If 1634 Main has no assets, how does 1634 Main pay bills, disbursements, taxes, assessments, etc.?

INTERROGATORY NUMBER 18: We have information from the South Carolina Secretary of State's office that leads us to believe that 1634 Main has knowledge about a South Carolina entity called SH 5, LLC. As to this entity:

- a. Identify the current member(s) of the entity and the percentage of interest owned/held by each in January of 2009, in January of 2010, in January of 2011, in January of 2012, in January of 2013 and May of 2013.
- b. If the entity owns or holds title to real property, identify the real property by address or TMS number.
- c. As to any real property identified in response to paragraph b of this interrogatory, set forth the present market value of the property.
- d. As to any real property identified in response to paragraph b of this interrogatory, set

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forth whether there are any liens, judgments, or encumbrances affecting title to the property, the nature of the encumbrance, the amount of the encumbrance, and the holder thereof.

- e. As to any real property identified in response to paragraph b of this interrogatory, does the property produce income, and, if so, how much and to whom is the income tendered?
- f. What other assets not identified in paragraph b does SH 5, LLC hold?
- g. What debts does SH 5, LLC owe?
- h. What debts are owed to SH 5, LLC?
- i. Identify by name, address and phone number any person(s) who has custody, control, or knowledge of any corporate records, including articles of incorporation or bylaws, for SH 5, LLC.
- j. Is there any provision or limitation to the assignability of a member's shares/percentage ownership for SH 5, LLC? If so, set forth the nature of the limitation.
- k. What is the relationship between SH 5, LLC and 1634 Main?
- l. How much has this entity paid to or on behalf of Howard Hammer by year between January 1, 2006 and May 31, 2013.
- m. How much has this entity paid to or on behalf of 1634 Main, LP by year between January 1, 2006 and May 31, 2013

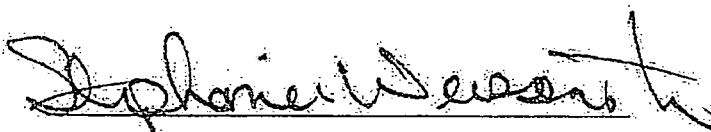
INTERROGATORY NUMBER 19: Describe with specificity any and all assets, including but not limited to real property, stocks, valuable personal property, trust, shares, valuable collectibles, and currency/funds, 1634 Main has transferred, sold, or otherwise disposed

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of since 2006 to Howard Hammer or any family member of Howard Hammer (including but not limited to mother, siblings, in-laws, cousins, and/or their spouses, or to the children of any family member, or to any entity in which 1634 Main holds or held a membership interest and/or in which Howard Hammer's family member (including but not limited to mother, siblings, in-laws, cousins, and/or their spouses or Howard Hammer's children) held a membership interest.

INTERROGATORY NUMBER 20: Describe with specificity, but without divulging any privileged information, the nature of the government investigation that caused 1634 Main to invoke the 5th Amendment protections of the Constitution at the June 4, 2013 hearing on this matter by setting forth the agency in charge of or leading the investigation/inquiry and the allegations made.

INTERROGATORY NUMBER 21: Identify by name and address of any person you/debtor knows or believes has knowledge as to the facts set forth herein.



Desa Ballard
Stephanie Weissenstein
Ballard Watson Weissenstein
P.O. Box 6338
West Columbia, South Carolina 29171
Telephone: (803) 796.9299
Facsimile: (803) 796.1066
E-mail: desab@desaballard.com
stephanie@desaballard.com

ATTORNEYS FOR DEFENDANT AND
CREDITOR, SHIRLEY HAMMER

June 11, 2013

I, *Mara Ballard*, an employee of the Ballard Watson Weissenstein certify that I have this date served a copy of **Interrogatories to Debtor 1634 Main, LP** on Art Aiken and Howard Hammer by depositing a

copy properly addressed, with sufficient First Class
postage affixed, to each, in the United States Mail.

Date: 6.11.13 Signed: Maria Bellard

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

Case No. 2009-CP-40-2889
Case No. 2009-CP-40-05911

Howard Hammer,

Plaintiff,

vs.

Shirley Hammer, a/k/a
Shirley Grace Hightower,

Defendant.

**REQUEST FOR PRODUCTION
OF DOCUMENTS TO
1634 MAIN LP**

1634 Main, L.P.

Plaintiff,

vs.

Shirley Hammer, a/k/a
Shirley Grace Hightower,

Defendant

vs.

Howard Hammer,

Additional Defendant
On Counterclaim.

RICHLAND COUNTY
FILED
2013 JUN 14 AM 10:03
JEANETTE W. MOHR
C.C.P. & G.S.

The creditor, Shirley Hammer, by and through her undersigned attorneys, hereby requires the debtor, 1634 Main, LP, by or through its agent(s), to answer under oath the Request for Production of Documents hereinafter set forth within thirty (30) days after the serving hereof in accordance with Rule 33 and Rule 30(b)(6) of the South Carolina Rules of Civil Procedure.

SD

DEFINITIONS

As used herein, except when the context requires otherwise, the following definitions shall apply.

1. "You", "your", or "Defendant(s)" or "Debtor" shall mean 1634 Main, LP, as well as all persons acting or purporting to act on his behalf, for any purpose relevant to these Requests including employees, attorneys, accountants, agents, or family members.

2. "Person" shall include any individual, partnership, firm, association, corporation, or any other business, governmental, or legal entity.

3. "Identify" or "identity", when used in reference to a natural person, shall require you to state (a) his full name, (b) his present or last known address, and (c) his present or last known employer and job title. When used in reference to a corporation or business entity, "identify" or "identity" shall require you to state (a) the full name of the corporation or business entity, (b) the present or last known address, and (c) the principal place of business and state of incorporation. When used in reference to a document, "identify" or "identity" shall require you to state (a) the date of such document, (b) the type of document, (c) the present location of such document or copies of such document, and (d) a brief summary of the contents of such document.

4. "Document" or documents" shall mean all correspondence, records, reports, indices, summaries, compilations, extracts, memoranda, forms, graphs, technical data or charts, photographs, films, videotapes, sound recordings, invoices, specifications, laboratory reports, protocols, manuals, brochures, pamphlets, advertisements, promotional materials, instructions, literature, computer data bases or printouts, sketches, package inserts, labels, press releases, or any other graphic, visual, written, or recorded electronically or otherwise, of any kind whatsoever, within the knowledge, possession, custody, of any kind whatsoever, within the knowledge, possession, custody, control, or subject to the control of the defendants or their attorneys whether such document is stored in word processing files, calendaring program data, e-mails, hard drives, mobile electronic devices including mobile telephones, computer discs, portable drives, hard drives in copier machines, hard drives in fax machines and other computer logs or images of items that might constitute "documents" within the definition set forth herein. The defendants, by and through the undersigned attorneys, hereby require the plaintiff to answer under oath the Request for Production of Documents hereinafter set forth within thirty (30) days after the serving hereof in accordance with Rule 34 of the South Carolina Rules of Civil Procedure.

5. Unless the request for production specifically states otherwise, each request herein is directed only to 1634 Main, LP.

6. If you do not have custody of the materials requested, and cannot obtain the materials without undue hardship, which must be specified, identify by name, location, and all other pertinent details the person or entity who does or should have custody/control of the material requested.

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7. If you will not produce the requested material, state your objection in detail, setting forth the grounds of your objection.

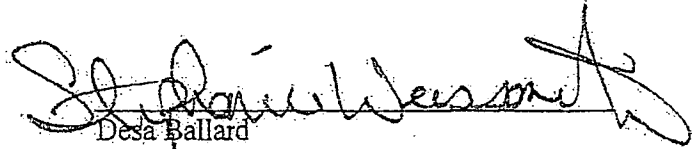
REQUETS FOR PRODUCTION

1. Please produce all documents, statements, reports, photographs or any other document referred to or relied upon in forming your Answers to Interrogatories.
2. Income and/or Corporate Tax records and related documents, schedules and workpapers for the years 2006-2012.
3. Copies of all statement for all bank accounts, including checking and savings accounts for the period July, 2009 through May, 2013.
4. Copies of all statement for all retirement accounts for the period July, 2009 through May, 2013.
5. Copies of all statement for all investment accounts, including but not limited to money market accounts and certificates of deposit, for the period July, 2009 through May, 2013
6. Copies of all statement for all other financial accounts to which you have access, for the period July, 2009 through May, 2013.
7. Copies of the corporate documents, including articles of incorporation, bylaws, minutes of meetings, shares, assessments, and other filings.
8. Beginning in 2009, produce annual records denoting how much rent 1634 Main, LP has received for the office space(s) in the building located at 1634 Main Street in Columbia, SC, and identify the tenant tendering such payment(s).
9. Produce records, including but not limited to lease agreements, tenements, stocks, shares, management agreements, or similar for any income producing property owned by 1634 Main, or in which it has an interest.

8.2

10. Produce copies of all credit card statements, since January 2009.

11. Produce the name and address each member or shareholder of 1634, Main, LP.
currently and in May 2009.



Desa Ballard

Stephanie Weissenstein

Ballard Watson Weissenstein

226 State Street

West Columbia, South Carolina 29169

Telephone: 803.796.9299

Facsimile: 803.796.1066.

E-mail: desab@desaballard.com

E-mail: Stephanie@desaballard.com

June 11, 2013

I, Mara Ballard an employee of the Ballard Watson Weissenstein Certify that I have this date served a copy of Request for Production of Documents to 1634 Main LP on all opposing counsel by depositing a copy properly addressed, with sufficient First Class Postage affixed, to each, in the United States Mail.

Date: 6-11-13 Signed: Mara Ballard

RICHLAND COUNTY
FILED
2013 JUN 14 AM 10:03
JEANETTE W. NORRIS
C.C.P. & G.S.

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CRAIG LAW FIRM, P.C.

2001 Assembly Street, Ste. 201
Phone (803) 252-5178 Fax (803) 252-5283

August 8, 2013

Title Opinion

Desa Ballard, Esq.
Ballard, Watson and Wiessenstein
226 State Street
Cayce, SC 29033

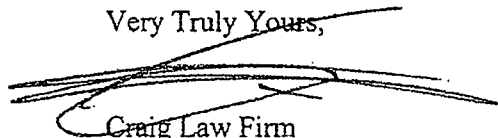
RE: 1634 Main, LP and Shirley Hammer
1634 Main Street
Columbia, SC 29201

The undersigned has examined the record of title as it exists in the Office of the Register of Deeds for Richland County, South Carolina for the period set forth hereinbelow relative to the real property known as 1634 Main Street, Columbia, South Carolina, and more particularly described hereinbelow; and in connection therewith the undersigned makes the following report and certification of title to .

1. **Legal Description of Property.** Legal Description is attached hereto as Exhibit "A" and made a part hereof.
2. **Record Title Holder.** 1634 Main, LP, and Shirley Hammer is/are the owner of record to the above described property, the same holding title in fee simple by way of deed from , dated and recorded in the Office of the Register of Deeds for Richland County in Book at Page .
3. **The following mortgages, liens and adverse conveyances and judgements affecting the land covered by the Report appear of record.** SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF.
4. **Taxes.** SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF.
5. **Exceptions.** This report and certification of title takes exception to such matters as may be disclosed by a current survey of the above described property, restrictive covenants and easements of record, interests or claims not reported or disclosed in the public records for Richland County, South Carolina for the time period and is not covered by this report.
6. **Period of Certification.** This report and certification of title covers the period commencing August 1, 2003 and ending on August 1, 2013, at 9:00 a.m.

With kindest regards, I am,

Very Truly Yours,



Craig Law Firm

Schedule A

File Number: 13LG0041

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 a 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 _____, 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 of 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 and "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 Kimbrells 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.

BEING the same property conveyed to Shirley Hammer (52.75% by deed of 1634 Main, LP dated February 11, 2002 and recorded in the Office of the Register of Deeds for Richland County on February 15, 2002 in Book 0627 at Page 1909.

TMS: R09014-04-19

CONTINUATION PAGE

File Number: 13LG0041

August 8, 2013

MORTGAGES, LIENS AND ADVERSE CONVEYANCES AND JUDGEMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR ON RECORD:

- A. Payment of taxes for the year(s) 2012 in the amount of \$31,545.44.
- B. Federal Tax lien dated February 3, 2011, styled IRS vs. Howard B. Hammer recorded February 15, 2011 in Official Records Book 1666, Page 200 of the public records of Richland County, South Carolina.
- C. Judgment dated February 8, 2011, styled Shirley Hammer vs. Howard Hammer, file number 2011-CP-40-00840 recorded in the public records of Richland County, South Carolina.
- D. Pending foreclosure action dated January 20, 2011, styled Chateau DeVille Association, Inc. vs. Howard Hammer, file number 2011-CP-40-00367 recorded in Official Records Book , Page of the public records of Richland County, South Carolina.
- E. Pending civil action dated August 18, 2009, styled Howard Hammer v. Shirley Hammer file number 2009- CP-40-0-5911 recorded in the public records of Richland County, South Carolina.
- F. Pending civil action dated April 30, 2010, styled 1634 Main, LP v. Shirley Hammer and Shirley Hightower file number 2010-CP-40-02889 recorded in the public records of Richland County, South Carolina.
- G. Restrictions, reservations, covenants, easements, setbacks, right of ways, and conditions as per plat as recorded in Plat Book 51, Page 7172, Public Records of Richland County, South Carolina.



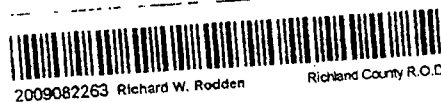
Part 8

HASCI

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



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:

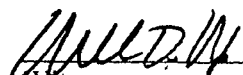
HASCI, LLC
c/o Alvin J. Hammer
68 Lenwood Ave.
Charleston, SC 29401

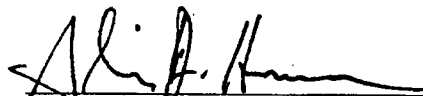
Subject to all covenants, easements and restrictive covenants of record and to all governmental statutes, ordinances, rules and regulations. Together with all and singular, the rights members hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

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.


Witness


Witness

 (SEAL)
Alvin J. Hammer

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 12th day of October, 2009.

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

Devin Tally
Witness

Sharon Queen
Witness

Stanley F. Hammer (SEAL)
Stanley F. Hammer

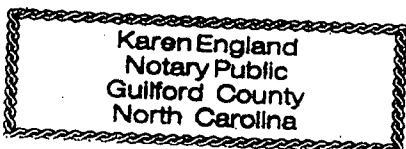
STATE OF NORTH CAROLINA)

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

Laurel E Be
Witness

Beth E Bernstein
Witness

Howard Hammer (SEAL)
Howard Hammer

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.

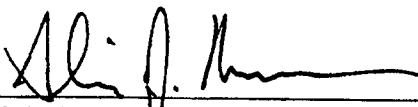
Beth E Bernstein
Notary Public for South Carolina
My Commission Expires 2-22-15

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**AFFIDAVIT FOR EXEMPT
TRANSFERS**

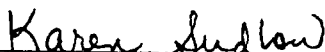
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

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.



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

INFORMATION

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"

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

2

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 State Tax: \$0.00
Warranty Deed
2009082264 Richard W. Rodden
Richland County R.O.D.

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]
Witness

[Signature] (SEAL)
Alvin J. Hammer

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 12th day of October, 2009.

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

Devin Tully
Witness

Sharon Queen
Witness

Stanley F. Hammer (SEAL)
Stanley F. Hammer

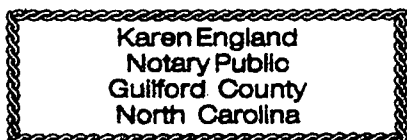
STATE OF NORTH CAROLINA)

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

Laurel B.
Witness
Beth E. Bernstein
Witness

Howard Hammer (SEAL)
Howard Hammer

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.

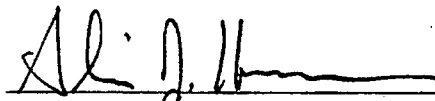
Beth E. Bernstein
Notary Public for South Carolina
My Commission Expires 2-22-15

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

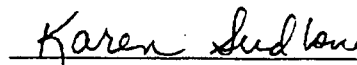
**AFFIDAVIT FOR EXEMPT
TRANSFERS**

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

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"

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.

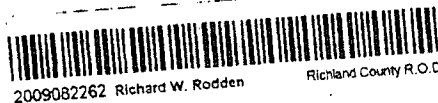
TMS# R08916-0906

3

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



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]
Witness

[Signature] (SEAL)
Alvin J. Hammer

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 12th day of October, 2009.

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

Devin Tully
Witness

Sharon Queen
Witness

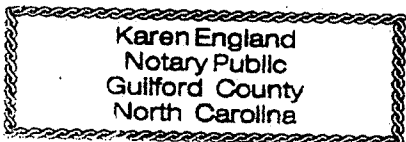
Stanley F. Hammer (SEAL)
Stanley F. Hammer

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 E Bent
Witness

John E Bernstein
Witness

Howard Hammer (SEAL)
Howard Hammer

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.

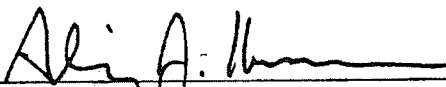
John E Bernstein
Notary Public for South Carolina
My Commission Expires 2-22-15

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**AFFIDAVIT FOR EXEMPT
TRANSFERS**

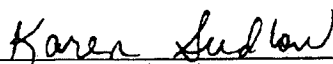
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

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 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

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"

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

4

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
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"

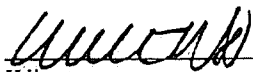
Grantee's Address:

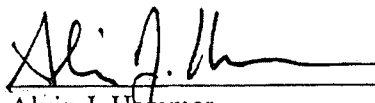
HASCI, LLC
c/o Alvin J. Hammer
68 Lenwood Ave.
Charleston, SC 29401

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

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

Duane Talley
Witness

Sharon Queen
Witness

Stanley F. Hammer (SEAL)
Stanley F. Hammer

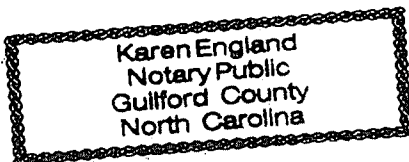
STATE OF NORTH CAROLINA)

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

Laurel E. Bernstein

Witness

[Signature]
Witness

[Signature] (SEAL)
Howard Hammer

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.

[Signature]
Notary Public for South Carolina
My Commission Expires 2-22-15

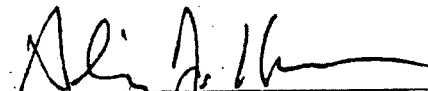
STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

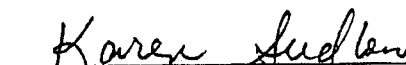
**AFFIDAVIT FOR EXEMPT
TRANSFERS**

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 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

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"

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

5

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

Book 1566-1872

2009082261 11/02/2009 11:13:32:383

Warranty Deed

Fee: \$11.00 County Tax: \$0.00

State Tax: \$0.00



2009082261 Richard W. Rodden

Richland County R.O.D.

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

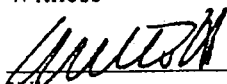
Subject to all covenants, easements and restrictive covenants of record and to all governmental statutes, ordinances, rules and regulations. Together with all and singular, the rights members hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

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.

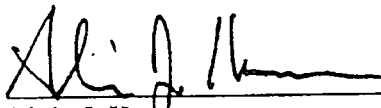
WITNESS their Hands and Seals this 30th day of October, 2009.



Witness



Witness



Alvin J. Hammer (SEAL)

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 12th day of October, 2009.

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

Diane Tally
Witness

Sharon Queen
Witness

Stanley F. Hammer (SEAL)
Stanley F. Hammer

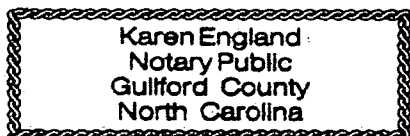
STATE OF NORTH CAROLINA)

COUNTY OF Gulford)

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 B Burt
Witness

Beth E Bernstein
Witness

Howard Hammer (SEAL)
Howard Hammer

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.

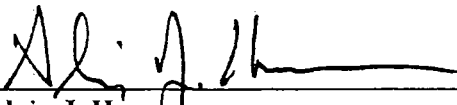
Beth E Bernstein
Notary Public for South Carolina
My Commission Expires 2-22-15

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**AFFIDAVIT FOR EXEMPT
TRANSFERS**

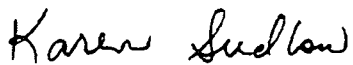
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.
2. The properties being transferred are located at 3018 Main Street, Columbia, SC 29201 bearing Richland County Tax Map Numbers 09111-06-04 and 09111-06-03 and were 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

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"

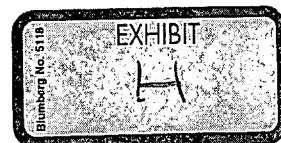
All of Grantor's interest in and to all that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being on the east side of Main Street, in the City of Columbia, County of Richland, State of South Carolina, and being shown and delineated on a plat made for Gladys S. Varn by Barber Keels and Associates, Engineers, dated May 14, 1950 and recorded in the Office of the Register of Deeds for Richland County in Plat Book I at page 214, and being bounded and measuring as follows: on the north by lands formerly of Burnside, measuring thereon 273.6 feet; on the northeast by lands now or formerly of John C.B. Smith, measuring thereon 92.7 feet; on the south by lands formerly of Frank E. Quinn and Newman (now or formerly Bernstein, Stern and Hammer), measuring thereon 321.6 feet; and on the west by Main Street, as shown on said plat, measuring thereon 80 feet.

TMS# 09111-06-03

All of Grantor's interest in and to all that certain piece, parcel or lot of land, with improvements thereon, known as 3018 Main Street (formerly 2910 Main Street), situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, at the northeastern intersection of the said Main Street and Grace Street, and more fully shown and described on a plat prepared for Claude A. Yarborough by William Wingfield, Registered Surveyor, dated June 9, 1958, and recorded in the Office of the Register of Deeds for Richland County in Plat Book 14 at page 55, said lot being irregular in shape and having the following metes and bounds: beginning at an iron along the right of way at the northeastern intersection of said streets and running N 00°30' E for a distance of 271.2' along the right of way of said Main Street to an iron; thence turning and running S 89°32' E for a distance of 321.2' to an iron; thence turning and running S 29°57' E for a distance of 60.7' to an iron; thence turning and running S 89°03' W for a distance of 37.3' to an iron; thence turning and running S 00°06' E for a distance of 117.3' to an iron; thence turning and running N 83°27' W for a distance of 24.0' to an iron; thence turning and running S 06°34' W for a distance of 4.5' to an iron; thence turning and running N 88°16' for a distance of 82.8' to a 2-inch steel post; thence turning and running S 01°00' W for a distance of 9.6' to a 4-inch steel post; thence turning and running S 87°01' W for a distance of 19.3' to a 4-inch steel post; thence turning and running S 00°33' W for a distance of 9.3' to a 2 ½ inch post; thence turning and running S 85° 55' W for a distance of 105.3' to a 2 ½ inch post; thence turning and running S 01°53' W for a distance of 81.0' to an iron along the right of way of the said Grace Street; thence turning and running N 83°35' W along the right of way of the said Grace Street for a distance of 81.3' to the point of beginning.

These being the identical properties conveyed to Alvin J. Hammer, Howard Hammer and Stanley F. Hammer by deed recorded December 18, 2007, in Book 1385 Page 1731, in the Office of the Register of Deeds for Richland County.

TMS # 09111-06-04



Part 9

New Judgments

1

2010CP4002889
CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

COUNTY OF RICHLAND)

1634 Main, LP)

EXECUTION AGAINST
PROPERTY

PLAINTIFF)

VS.)

Shirley Hammer, a/k/a Shirley Grace Hightower)

DEFENDANT)

VS.)

Howard Hammer)

THIRD PARTY DEFENDANT)

TO THE SHERIFF OF THE COUNTY OF RICHLAND, GREETINGS:

WHEREAS, Judgment was rendered in the above-entitled action on the 3rd day of June, 2013 in favor of the Defendant Shirley Hammer against the Plaintiff 1634 Main, LP for the sum of \$102,032.87 as appears to us by the Judgment Roll, filed in the office of the aforesaid Court.

AND WHEREAS, there is actually now due on the said judgment thus docketed in your County on the 6th day of June in the year 2013 the principal sum aforesaid, with interest thereon from the date of the said judgment.

THEREFORE, WE COMMAND YOU, that you satisfy the said judgment, including principal, interest, costs and your fees out of the personal property of the said judgment debtor in your county belonging if sufficient personal property cannot be found, then out of the real property in your county belonging to the said judgment debtor on the day when the said judgment was docketed in your county, or at any time thereafter, in whosever hands the same maybe, and that you duly return this execution according to law to this Clerk of the said Court.

WITNESS, Jeanette W. McBride as Clerk of aforesaid County, this the 25 day of

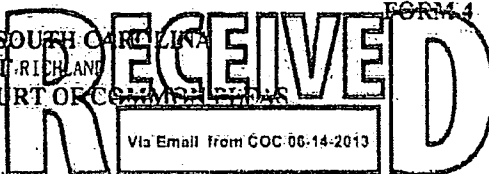
June, 2013.

ATTEST

Jeanette W. McBride
Clerk of Court

Stephen Wesson
Defendant (attorney for)

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



JUDGMENT IN A CIVIL CASE

CASE NO. 2010 CP-40-2889

1634 Main, L.P.

Shirley Hammer; a/k/a Shirley Grace
Hightower

Howard Hammer, Third Party Defendant

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

The Court

Attorney for: ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other.
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other.
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other.

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk:

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Shirley-Hammer	1634 Main, L.P.	\$102,032.87
		\$
		\$

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

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

Circuit Court Judge *George C. James, Jr.*

2143

Judge Code

Date

6/3/13

For Clerk of Court Office Use Only

This judgment was entered on the 16 day of June, 2013 and a copy mailed first class or placed in the appropriate attorney's box on this 16 day of June, 2013 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

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

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2010 CP-40-2889

1634 Main, L.P.

Via Email from COC 06-14-2013

Shirley Hammer, a/k/a Shirley Grace
Hightower

Howard Hammer, Third Party Defendant

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

The Court

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
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- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

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INFORMATION FOR THE JUDGMENT INDEX

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Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Shirley Hammer	1634 Main, L.P.	\$102,032.87
		\$
		\$

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

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

Circuit Court Judge *George C. James, Jr.*

2143
Judge Code

6/3/13
Date

For Clerk of Court Office Use Only

This judgment was entered on the 16 day of June, 2013 and a copy mailed first class or placed in the appropriate attorney's box on this 16 day of June, 2013 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)
James W. W. W. W.
 CLERK OF COURT

Court Reporter:

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

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
Howard Hammer,	)	2009-CP-40-05911 and
	)	2010-CP-40-2889
Plaintiff,	)	
vs	)	
Shirley Hammer, a/k/a	)	
Shirley Grace Hightower,	)	
Defendant,	)	
1634 Main, L.P.,	)	
Plaintiff,	)	
vs	)	
Shirley Hammer, a/k/a	)	
Shirley Grace Hightower,	)	
Defendant/Third Party Plaintiff,	)	
vs	)	
Howard Hammer,	)	
Addition Defendant on	)	
Counterclaim,	)	

**ORDER ADDRESSING
POST-TRIAL MOTIONS**

RICHLAND COUNTY
FILED
2013 JUN -6 AM 10:27
JEANETTE W. MCBRIDE
C.C.P. & G.S.

This matter is before the court for disposition of certain motions made by the parties subsequent to this court's merits order dated January 28, 2013 and filed January 29, 2013. This order is double-captioned, and an original is to be filed in both case files in the office of the Clerk of Court.

In the merits order, the court issued findings and conclusions arising from a nonjury trial held October 29 and 30, 2012, and arising from a hearing held January 15,

[Handwritten signature]

2013. Shirley Hammer (alternatively referred to as "Mrs. Hammer") has now moved for sanctions under Rule 11, SCRPC and under S.C. Section 15-36-10, et seq., the South Carolina Frivolous Civil Proceedings Sanctions Act ("the Act"). Howard Hammer (also referred to as "Mr. Hammer") and 1634 Main L.P. have moved to dismiss the motion for sanctions as untimely. Mr. Hammer and 1634 Main L.P. (also referred to as "1634 Main" or "1634") have also moved to amend findings of fact, moved to alter or amend judgment, and moved for a new trial. Mr. Hammer also moves for a mistrial.

A hearing on Mr. Hammer's and 1634 Main's motions to dismiss the motion for sanctions was held on May 1, 2013. A hearing on the motion for sanctions was held in Sumter County on May 17. All parties waived any objection to venue. Appearing for Shirley Hammer at these May hearings was Desa Ballard, Esquire. Mr. Hammer represented himself in the 1634 Main litigation and appeared at both proceedings. Arthur K. Aiken, Esquire represents Mr. Hammer in the Hammer v Hammer litigation and appeared at both proceedings. Susan B. Lipscomb, Esquire appeared at both proceedings as counsel for 1634 Main, L.P. At the May 17 hearing, Mr. Hammer argued that he and 1634 Main were entitled to a hearing on their motions for new trial, to reconsider and/or to alter or amend. The court disagrees and will rule on those motions without a hearing.

I. Motions for New Trial, Motions to Reconsider, Alter, Amend, or Modify Merits Order

A. Mr. Hammer's Motions

Mr. Hammer represents himself in the 1634 action. His motion is forty-four (44) pages long and contains fifty-six (56) numbered paragraphs. In some of these paragraphs, Mr. Hammer raises issues on behalf of 1634 Main, L.P., which

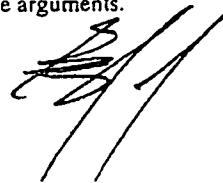
he does not represent. For that reason alone, his arguments on behalf of 1634 Main, L.P. are dismissed. Even if raised properly¹, they are dismissed as set forth below. Similarly, Mr. Hammer also raises in the motion authored by him certain arguments germane to the Hammer v Hammer litigation. Mr. Hammer has an attorney, Mr. Aiken, in that litigation and, in my view, may only advance arguments as a third party defendant in the 1634 Main litigation, in which he represents himself.²

All parties agree that page one of the merits order should be amended to correctly reference the fact that in Hammer v Hammer, Mr. Hammer authored and filed the lis pendens and the original summons and complaint, but that Ms. Lipscomb later prepared and filed amended pleadings represented Mr. Hammer for a time. Mr. Aiken began representing Mr. Hammer in Hammer v Hammer on October 29, 2012, the day trial began. The merits order is amended to reflect this information.

In paragraph 1 of Mr. Hammer's motion bearing the 1634 Main caption, Mr. Hammer argues that the court "misperceived the nature of the case of Hammer v Hammer . . . as a contract action . . . when in truth and in fact, the case was one for Declaratory Judgment" However, the allegations in that action address almost exclusively "a certain contract" (the Hammers' May 2008 property settlement agreement approved by the family court). The declaratory judgment

¹ Attorney Lipscomb, counsel for 1634 Main, L.P., notes in 1634 Main's post-trial motions that 1634 Main incorporates by reference the points raised by Mr. Hammer in his motions. 1634 Main's motion is addressed below.

² In the post-trial motions made by Mr. Aiken in the Hammer v Hammer litigation, Mr. Aiken raises only two issues, both of which are addressed herein. The court knows of no legal authority allowing Mr. Hammer to include arguments for himself in litigation in which he has counsel. However, to avoid the absolute certainty of further argument on these issues, the court will rule on these arguments.



action repeatedly referred to the "May 2008 Contract" and how Mr. Hammer contended it was void. It is incomprehensible to this court how reference to this declaratory judgment cause of action as a "contract action" is a ground for a new trial or any other relief. This argument borders on being frivolous and dilatory. The court summarily rejects this argument and all other points raised in Paragraph 1 of Mr. Hammer's motion.

In Paragraph 2, Mr. Hammer argues the court should have directed a verdict for 1634 Main in the 1634 Main action. He does not represent 1634 Main. 1634 Main has counsel, and that counsel did incorporate all grounds raised by Mr. Hammer. The court denies all motions raised in Paragraph 2.

The court dismisses all grounds asserted by Mr. Hammer in Paragraphs 3 through 56 of his motion in Hammer v Hammer, and by extension, dismisses all grounds incorporated by counsel for 1634 Main in the 1634 Main, L.P. litigation. Likewise, to the extent any of Mr. Hammer's grounds can be interpreted to be made for himself as a third party defendant in the 1634 Main action (in which Mr. Hammer has an attorney), all such claims for relief are denied.

The court denies Mr. Hammer's motion for mistrial made in Paragraph 7.

In Paragraphs 9 and 10, Mr. Hammer addresses the court's two "Findings of Fact Applicable to Both Actions". He claims that this essentially amounts to a denial of due process since the actions, though consolidated and tried on the same days, were separated insofar as questioning of witnesses by counsel and Mr. Hammer were concerned. This argument is without merit, especially since Finding Number 1 applicable to both actions was a finding as to Mr. Hammer's

credibility as a witness, and Finding Number 2 applicable to both actions was (1) that Mr. and Mrs. Hammer were divorced as of May 12, 2008 but that family court litigation was still ongoing, and (2) that Mr. Hammer had threatened to engage Mrs. Hammer in litigation until she was bankrupt. These findings are germane to both captioned cases, and there are no adverse due process ramifications to Mr. Hammer. This argument borders on being frivolous and dilatory.

As noted above, all other grounds for relief asserted by Mr. Hammer are denied.

B. Hammer v. Hammer Motion Made by Mr. Aiken

Mr. Aiken represents Mr. Hammer in Hammer v Hammer and raises two issues in his "Motions to Amend Findings of Fact, to Alter or Amend Judgment and for a New Trial". First, he requests amendment of this court's finding as to the history of representation of Mr. Hammer in this action, which the court has already granted above. Second, he argues that the award of damages to Mrs. Hammer for "frustration" in her abuse of process counterclaim is against the weight of authority in South Carolina, and further, that since Mrs. Hammer had withdrawn her claim for emotional distress, any claim based on "frustration" was likewise withdrawn. The court disagrees and denies the request for relief.

C. 1634 Main, L.P.'s motions for new trial, etc.

1634 Main raises the impropriety of awarding damages for "frustration", as did Mr. Aiken. This ground is dismissed.

1634 Main asserts the court erred in finding that Mr. Hammer provided all information to CPA Ackerman for preparation of 1634 Main's tax returns and provided all information about tax planning related to Mrs. Hammer's interest in the building and real estate. 1634 Main claims the deposition of Mr. Ackerman establishes all this information was provided by Mr. Hammer, Mr. Turbeville, and a tax attorney. Even if the court erred in this regard, it would have no impact on the ultimate findings and the judgment entered against 1634 Main.

1634 Main adopted all grounds raised by Mr. Hammer in his motion, as noted above. All grounds raised by Mr. Hammer have been dismissed.

II. Timeliness of Mrs. Hammer's Motions for Sanctions

Mrs. Hammer moves for sanctions under the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code §15-36-10 (C)(1) ("the Act") and under Rule 11, SCRPC. Mr. Hammer and 1634 Main first argue the motion under the Act was not timely made.

As noted above, the trial was held October 29 and 30, 2012. On November 15, 2012, the court emailed counsel and Mr. Hammer and attached thereto a memorandum outlining its findings and requested Ms. Ballard, counsel for Mrs. Hammer, to prepare a proposed order. The court signed the order in its final form on January 28, 2013 and it was filed January 29, 2013. In the interim, the court convened a hearing on January 15, intending to receive evidence and argument on the issues pertaining to (1) punitive damages, (2) attorney's fees as actual damages for abuse of process, and (3) any motions under the Act. The January 15 hearing took place, but the court agreed with Mr. Hammer and 1634 Main that the taking of additional evidence and argument on punitive damages

and attorney's fees as actual damages would be improper since the trial was concluded and the record closed on October 30. The court also agreed with Mr. Hammer and 1634 Main that a hearing of a motion under the Act would be premature, since §15-36-10(D) provides that the target of a motion under the Act "has thirty (30) days to respond to the allegations".

Ms. Ballard, counsel for Mrs. Hammer, asserts in her affidavit that she provided Mr. Hammer, Mr. Aiken, and Ms. Lipscomb with separate copies of the unfiled motion for sanctions at the January 15 hearing. Mr. Hammer, Mr. Aiken, and Ms. Lipscomb assert in their affidavits that only one copy of the motion was placed on their counsel table. Mr. Aiken asserts in his affidavit that Ms. Lipscomb asked Ms. Ballard if she had copies for all three of them, and that Ms. Ballard replied that she only had one copy. Ms. Lipscomb and Mr. Hammer concur with this account. All agree that Ms. Ballard provided the court with a copy of the unfiled motion at the January 15 hearing. All agree the motion was mailed to them on February 13, 2013.

Aside from their argument that only one copy of the motion was provided to the three of them on January 15, Mr. Hammer, Mr. Aiken, and 1634 Main contend that §15-36-10(C)(1) renders any service of the motion on them as January 15 moot. §15-36-10(C)(1) provides:

At the conclusion of a trial and after a verdict . . . has been rendered or a case has been dismissed . . . , upon motion of the prevailing party, the court shall proceed to determine if the claim or defense was frivolous.

(emphasis added)

Mr. Hammer, Mr. Aiken, and 1634 Main (collectively referred to as "the target parties") claim that even if all of them received a copy of the motion on January 15, the Act

specifically provides that such a motion can be made only after trial and verdict. They claim that the Act provides that the motion is to be made by "the prevailing party", and that there could be no prevailing party in this case until the merits order was filed on January 29. They assert that since Ms. Ballard received the order from the Clerk of Court on January 30, she had until February 10 (February 9 was a Sunday) to serve her motion for sanctions. Case law interpreting the prior version of the Act held that motions under the former Act had to be made within ten (10) days of receipt of written notice of entry of judgment. See Pitman v Republic Leasing Company, 351 S.C. 429, 570 S.E. 2d 187 (Ct. App. 2002) and Ex parte Beard, 359 S.C. 351, 597 S.E. 2d 835 (Ct. App. 2004). The court concludes that the changes in the Act adopted in 2005 and effective today would not lead to Pitman and Beard being decided differently today.

However, the Court of Appeals' decision in Rutland v Holler, Dennis, Corbett, Ormond & Garner, 371 S.C. 91, 637 S.E. 2d 316 (Ct. App. 2006) merits examination. In Rutland, the circuit court granted the defendant's motion to dismiss and signed a form order on August 9, 2004 to that effect, with a notation in the form order that a formal order would follow. The clerk of court mailed the form order to the parties on August 10, 2004. The defendant moved for sanctions on September 1, 2004. The circuit court issued its formal order on December 7, 2004. The motion for sanctions was heard in April 2005.

The plaintiff in Rutland argued that the September 1 motion was untimely because it was made more than ten (10) days after counsel would have received the August 9 form order. The Court of Appeals disagreed, ruling that the form order was not a final order

because it specified that a formal order would be issued, thereby rendering the form order merely interlocutory.

The Rutland court did not address the scenario in the instant case, i.e., a motion for sanctions is ostensibly served after a judge advises by unfiled memorandum that he has decided the relevant issues, spells out the details of his findings, and requests the prevailing party's counsel to prepare a proposed order, but the prevailing part does not reserve the motion after the formal order is filed and mailed to all parties.

The target parties point to paragraph 133 of the merits order as further support for their argument that the motion had to be re-served. In that paragraph, this court acknowledged that at the conclusion of the January 15 hearing, Mrs. Hammer asserted a claim for sanctions under the Act. The court further stated that the Act was "not a factor at this stage as the very terms of the Act do not apply until the post-trial stage" The court denied the sanctions claims without prejudice to Mrs. Hammer's right to seek relief under the Act "after this matter is concluded." The court instructed counsel for Mrs. Hammer "to serve a filed copy of the motion upon all other parties and to mail the court a copy of the filed motion." Mrs. Hammer's counsel mailed a filed copy of the motion to the target parties on February 13, 2013. If the ten (10) day deadline applies as argued by the target parties, the motion was served two (2) days late.

Mrs. Hammer claims Rutland stands for the proposition that a motion for sanctions under the Act can be made before a final order is issued. Therefore, she claims, the court's directive in paragraph 133 is irrelevant to the timeliness issue, and that even so, she complied with the directive when she mailed the filed motion to the target parties on February 13.

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In my view, the unique posture of this case on January 15 compels the conclusion that the motion was timely "made", i.e. served, on January 15. See Curtis v Blake, 381 S.C. 189, 672 S.E. 2d 576 (2009) for the proposition that "made" means "served"). The target parties were fully aware that Mrs. Hammer had prevailed on the merits, and they were fully aware she had moved for sanctions. I conclude they were properly served with the motion on January 15, 2013.

In light of this ruling, the court need not address Mrs. Hammer's other arguments about the timeliness of her motion.

The court further notes that the foregoing timeliness discussion may be moot as a practical matter, as Mrs. Hammer also seeks sanctions against the target parties under Rule 11, SCRCP. In Russell v Wachovia Bank, N.A., 370 S.C. 5, 633 S.E. 2d 722 (2006), the Supreme Court stated:

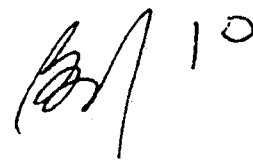
We do distinguish between [the Act] and the Rule 11 sanctions. There is no requirement that a motion for sanctions made pursuant to Rule 11 be made within ten days from notice of entry of judgment. As a result, we decline to address what time limit is proper with regard to Rule 11 sanctions because the issue is not before us.

633 S.C. 2d at 730 (fn11)
(emphasis added)

Mrs. Hammer's Rule 11 motion is grounded on the same allegations as her motion under the Act. Rule 11 issues are decided by employing a subjective standard, while application of the Act requires employment of an objective standard.

III. Merits of Sanctions Motion

A. Preliminary Issues



The court will first address two issues raised by Mr. Hammer in the motion against him in the 1634 Main action. He suggests, but does not demand, that I may recuse myself from hearing the sanctions motions because I may not be able to be impartial, in light of my ruling in many particulars in the merits order that his tactics and actions were frivolous and grounded in bad faith. These finds were pertinent to findings of fact and conclusions of law in the abuse of process counterclaim of Mrs. Hammer, and were also pertinent to the issue of punitive damages. Mr. Hammer claims the Act does not require the initial trial judge to hear the motion for sanctions. Mr. Aiken, for himself and for Mr. Hammer in Hammer v Hammer, and Ms. Lipscomb, for 1634 Main, do not advance this position. I have no doubt I can resolve these issues impartially and will not recuse myself.

Second, Mr. Hammer addresses the provisions of the Act requiring the court to report findings to the Commission on Lawyer Conduct and the Supreme Court, and the provision requiring reporting to the Governor, Senate, and House of Representatives. He claims these requirements chill the viability of any appeal he may pursue, deny the opportunity for a fair hearing, and serve to deny him due process. The court disagrees.

The court next addresses Mrs. Hammer's claim for sanctions against Mr. Aiken, counsel for Mr. Hammer in Hammer v Hammer from the day of trial through the present, and as counsel for Mr. Hammer in the third party action in the 1634 Main action from October 28, 2011 through October 29, 2012, the day trial began. Mrs. Hammer claims Mr. Aiken is subject to sanctions because he, among other things, made motions for continuance, prepared subpoenas, etc. It is important to note that Mr. Aiken was at all times defending Mrs. Hammer's counterclaims or third party claims. While the Act and

Rule 11 allow for sanctions for activity in defending claims, the court concludes Mr. Aiken's conduct was in no way sanctionable under either the Act or Rule 11. The fact he sought and received continuances or served subpoenas is not sufficient, without further evidence of sanctionable conduct, to warrant imposition of sanctions.

The target parties claim there can be no award of sanctions because Mrs. Hammer must have been granted summary judgment on Mr. Hammer's and 1634 Main's claims before she can be awarded sanctions under the Act. Case law supports the proposition that if a plaintiff's claims survive a motion for summary judgment, the defendant may not receive sanctions under the Act. See Hanahan v Simpson, 326 S.C. 140, 485 S.E. 2d 903 (1997). Here, however, if Mrs. Hammer filed a motion for summary judgment on 1634 Main's claims against her, it was never heard. In Hammer v Hammer, Mr. Hammer's claims were dismissed by the Honorable L. Casey Manning for lack of subject matter jurisdiction. The target parties cite no authority for the proposition that the moving party must actually move for and be granted summary judgment in order to be entitled to sanctions. Therefore, the court concludes that this particular argument has no merit.

1634 Main also argues there can be no sanctions under the Act because the court denied Mrs. Hammer's motion for involuntary nonsuit at the close of 1634's case. The court disagrees that such a denial renders 1634's claims non-frivolous as a matter of law. The two actions were consolidated for trial, and the 1634 issues were somewhat convoluted, and any denial of the motion for involuntary nonsuit was the product of the court's effort to have all the evidence before it in order to resolve both cases on the merits. Many tenuous issues were raised by Mr. Hammer and by 1634, and the court saw the need to have all evidence before it before issuing the merits order. Technically,

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survival of a nonsuit motion might shield a party from sanctions, but as a practical matter, that would have been an illogical and inefficient manner of judicially resolving this case.

Any argument to this effect advanced by Mr. Hammer is dismissed. He was the target of counterclaims in Hammer v. Hammer and was the third party defendant in the 1634 Main action. If any motions for summary relief were made by Mrs. Hammer against Mr. Hammer, such would be irrelevant to the issue of whether Mr. Hammer can be sanctioned.

The target parties also argue that the term "frivolous" as used in §15-36-10 (C)(2) of the Act does not equate to the notion of lack of good faith or the terms "harass", "injure", etc. used in §15-36-10 (C)(1)(a), (b), and (c). However, the term "frivolous" is clearly invoked in the provisions immediately preceding (a), (b), and (c). This argument is totally without merit.

Mr. Hammer also claims that since Paragraph 96 of the merits order sets forth that Ms. Lipscomb's conduct was in no way objectionable, and since she represented Mr. Hammer for a time in Hammer v Hammer, there can be no award of sanctions against anyone in Hammer v Hammer. I disagree. The court's findings in Paragraph 96 dealt solely with Ms. Lipscomb's role as counsel for 1634 Main, and the merits cannot be read in good faith in any other way.

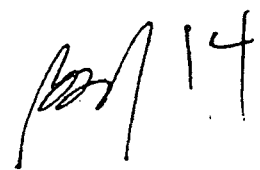
B. Claim for Sanctions under Rule 11, SCRPC

I now turn to the merits of Mrs. Hammer's sanctions claims and will first address her Rule 11 claim. Under Rule 11, SCRPC, a party and/or the party's attorney may be sanctioned for filing a frivolous pleading, motion, or other paper, or for making frivolous arguments. The party or attorney may also be sanctioned for doing these things in bad

faith **whether or not** there is good ground to support the filing or argument. Ex parte Gregory, 378 S.C. 430, 663 S.E. 2d 46 (2008). Claims which are not made in good faith are subject to sanction pursuant to Rule 11. Chewning v Ford Motor Co., 354 S.C. 72, 579 S.E. 2d 605 (2003). As noted above, the court is to employ a subjective standard in determining whether Rule 11 sanctions are warranted.

If the court imposes sanctions, it is to describe the conduct determined to constitute a violation of Rule 11 and should explain the basis for the sanctions imposed. Ex Parte Gregory, supra. The sanctions may include an order to pay the reasonable costs and attorney fees incurred by the party defending the frivolous action or action brought in bad faith, a reasonable fine to be paid to the court, or a directive of a nonmonetary nature, or reasonable monetary penalty to the other party. Ex parte Gregory and Runyon v Wright, 322 S.C. 15, 471 S.E. 2d 160 (1996).

This court determines that Howard's conduct warrants an award of sanctions under Rule 11. Applying a subjective standard, this court is absolutely convinced that Howard's initiation of and prolonging both captioned actions were the product of his bad faith desire to harass Mrs. Hammer and cause her the most financial injury possible. With regard to sanctions imposed against Mr. Hammer and 1634 Main, L.P., the court incorporates herein its findings in Paragraphs 1, 2, 13, 14, 20, 22, 30, 32, 37, 39, 40, 41, 42, 43, 46, 53, 58-60, 76, 77, 80, 83, 88-90, 92, 94, 97, 98, 103, 105, 106, 109, 117, 123, 128, 131, and 136 of the merits order. Mr. Hammer's actions have resulted in Mrs. Hammer incurring attorneys' fees and costs in two actions sponsored by him. As noted in the merits order, the court is convinced Mr. Hammer threatened and desired to



bankrupt Mrs. Hammer through this litigation. That is a classic example of the bad faith contemplated by Rule 11.

An award of sanctions against 1634 Main under Rule 11 is also warranted. 1634 Main, acting through Mr. Hammer, engaged in conduct that convinces the court of its bad faith pursuit of a frivolous collection action against Mrs. Hammer. This was a product of Mr. Hammer's bad faith motives that are reviewed in the merits order in detail. It should be again noted that the general partner in 1634 Main is SH5, LLC, of which Mr. Hammer is the sole member. Thus, he controls the actions of 1634 Main. Mr. Hammer is also a limited partner, individually. He prompted the 1634 litigation ostensibly to collect money from Mrs. Hammer for the purpose of making repairs to the building at that address. However, he made sure collection efforts were not directed at him, when he also owned a percentage interest in the property. These efforts to collect against Mrs. Hammer were undertaken in spite of the fact that she had, pursuant to family court order, tendered her interest in the partnership and in the real property, which tender Mr. Hammer refused to accept.

In her Amended Affidavit of Attorneys' Fees and Costs, counsel for Mrs. Hammer divides fees and costs into six categories or "Packets". Packet No. 1 reflects billing for fees and costs incurred for petitioning the Supreme Court to assign one judge to hear circuit court matters and one judge to hear family court matters. I agree with counsel that the necessity of the petition was evident in light of Mr. Hammer's abuse of the system in prolonging litigation. This packet also includes billing for the mediation of all circuit court and family court disputes. The total of fees and costs in Packet No. 1 is \$39,480.17. It would not be proper for this court to award fees and costs incurred in

2/15

family court litigation and Packet No. 1 does not adequately distinguish between the two. The court realizes this would be a difficult if not impossible task in hindsight. However, the court declines to speculate as to which is which.

Packet No. 2 reflects fees and costs incurred for Mrs. Hammer's defense in Hammer v. Hammer. These fees and costs were incurred in the amount of \$19,981.84, and the court concludes they are reasonable, after consideration of the factors set forth in Rule 407, SCACR, Rule 1.5. The target parties have not disputed the amount incurred and have presented no evidence on the requisite factors. The court concludes extensive time and labor was necessarily devoted to defending Mr. Hammer's claims, and great litigation skill and experience were necessary. The amount of time expended was reasonable, and it is clear that counsel was not able to devote substantial time to other matters. The hourly rates charged are reasonable. The results obtained were favorable to Mrs. Hammer. The theories presented by Mr. Hammer were novel (though groundless) to the court of common pleas. Mrs. Hammer faced great financial exposure if the claims were not vigorously defended. Ms. Ballard and those in her firm have the requisite experience and reputation to justify the fees charged. No one can dispute their expertise and ability. Certainly, concentrated effort was necessary to defend these claims and to have a motion to dismiss heard as soon as possible. The court sanctions Mr. Hammer in the amount of \$19,981.94.

Packet No. 3 reflects fees and costs incurred in the defense of Mrs. Hammer in the 1634 Main action. In my view, the litigation was baseless. As noted in the merits order, the court concluded the 1634 litigation was promoted and instigated by Mr. Hammer. This is obvious because 1634 Main sued only Mrs. Hammer for her purported share of

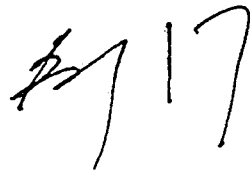
21/16

the repair/maintenance estimate. Mr. Hammer and his young son were also partners and were not sued for and did not confess judgment for their admitted shares, nor did they pay it. His claim that he did not have the money to pay his share is beside the point, as there is no requirement that a party must "have the money" to pay a debt before he can be sued for collection. It is clear that his marching orders to Mr. Turbeville (the principal in the 1634 Main's property manager) were that 1634 was to sue only Mrs. Hammer. The paragraphs of the merits order referenced on page 12 above are again incorporated herein by reference. The findings pertinent to 1634 Main L.P. are relevant to the rationale in imposing sanctions against 1634 Main.

Mrs. Hammer incurred fees and costs totaling \$102,032.87 in defending herself in the 1634 action. Analysis of the foregoing eight factors is much the same as it was for Packet No. 2, and the court is compelled to sanction 1634 Main, L.P. in that amount.

Packet No. 4 sets forth fees and costs of \$40,762.46 incurred by Mrs. Hammer in Hammer v. Hammer for combating the appeal filed by Mr. Hammer after Judge Manning dismissed that action for lack of subject matter jurisdiction. The incorporated findings from the merits order set forth on page 12 above pertinent to Mr. Hammer have application to the imposition of sanctions against Mr. Hammer. The analysis of the eight factors set forth above concerning Packet No. 2 is certainly the same for Packet No. 4. The court sanctions Mr. Hammer in the amount of \$40,762.46.

The court declines to impose sanctions on either Mr. Hammer or 1634 Main for the fees and costs set forth in Packet Nos. 5 and 6, in the event Mrs. Hammer requests the same. These packets reflect fees and costs incurred in pursuing her counterclaims and in pursuing the instant motion for sanctions.

A handwritten signature, possibly "J. 17", is written in the bottom right corner of the page.

The court notes that Mr. Hammer, Mr. Aiken, Ms. Lipscomb, and attorney James B. Richardson, Jr. have all submitted affidavits in opposition to the motion for sanctions. Mr. Richardson states that he has read the Court of Appeals decision in Hammer v. Hammer, 399 S.C. 100, 730 S.E. 2d 874 (Ct. App. 2012). This is the opinion affirming Judge Manning's dismissal of Hammer v. Hammer. Of course, Hammer v. Hammer is the contract action upon which this court's merits order awarding damages to Mrs. Hammer for abuse of process is partially based. Mr. Richardson states that the Court of Appeals' decision was a sophisticated, detailed legal analysis of the issues and that he believes the Court of Appeals never has and never will publish an opinion in a case the Court Of Appeals deems frivolous. In my view, while Mr. Richardson is certainly an experienced, exceedingly capable, and highly respected attorney, the fact that the Court of Appeals undertook a detailed and sophisticated analysis of the issues then on appeal does not translate to a finding that the underlying action was not frivolous.

Similarly, while the court respects and appreciates the expertise and experience of Ms. Lipscomb and Mr. Aiken, their opinions as to the merits of the claims in Hammer v. Hammer and in the 1634 Main litigation do not necessarily foreclose the imposition of sanctions under Rule 11. The imposition of sanctions is in my view clearly and convincingly warranted by virtue of the conduct of Mr. Hammer and of 1634 Main, by and through Mr. Hammer.

The total amount of sanctions imposed against Mr. Hammer under Rule 11 is in the amount of \$60,744.30, and the total amount of sanctions imposed against 1634 Main, L.P. under Rule 11 is in the amount of \$102,032.87.

C. Claim for Sanctions under the Act

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Such claims must be analyzed using an objective standard, rather than the subjective standard employed for Rule 11 claims. §15-36-10 C (1)(a)(b) and (c) allow sanctions against a party or an attorney of a party if a reasonable attorney in the same circumstances (a) would believe that under the facts, his claim or defense was clearly not warranted under existing law and that a good faith argument did not exist for changing the law, or (b) would believe that his initiation or continuation of the suit was intended merely to harass or injure the other party, or (c) would believe that the case was frivolous as not reasonably founded in fact or was interposed merely for delay, or was brought for a purpose other than securing proper discovery or adjudication of the claims upon which the action is based.

Under §15-36-10 (E), the court is to take into account the number of parties, the complexity of the claims, information disclosed or undisclosed during discovery and investigation, previous violations of the Act, the response, if any, to the allegations the Act had been violated, and all other factors the court considers just, equitable, or appropriate. In the Hammer v. Hammer case, there were only two parties. The claims of Mr. Hammer were, on their face, not exceedingly complex from a factual standpoint. Information disclosed during discovery and/or investigation was not of much note, as the parties already knew the issues because of the rampant family court litigation. There were no previous violations of the Act committed by Mr. Hammer or by 1634 Main, to the knowledge of the court. The court's main focus concerning sanctions is the egregious conduct of Mr. Hammer and 1634 Main, by and through Mr. Hammer, as set forth herein and as set forth in detail in the merits order. A reasonable attorney in Mr. Hammer's position would know full well that his initiation and continuation of the Hammer v.

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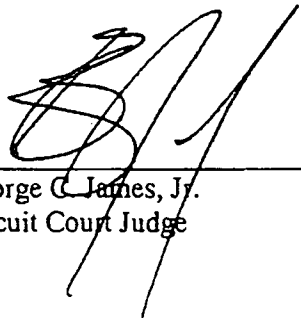
Hammer litigation (beginning with the filing of the *lis pendens*) were undertaken to harass and injure Mrs. Hammer and that the action was merely brought for purposes other than securing proper discovery, joinder of parties, or adjudication of the claim upon which the action was based. The same is to be said for the procurement, initiation, and continuation of the 1634 Main action against Mrs. Hammer. Among other things, Mr. Hammer, as sole of member of general partner SH5, LLC, saw to it that only Mrs. Hammer was sued for her purported share of the repair expenses. In addition, this litigation was procured even though Mrs. Hammer had attempted a tender of her interest in the partnership and in the real estate. A reasonable attorney, with knowledge of all pertinent facts and as contemplated in the Act, would believe these actions in both cases were taken in violation of at least §15-36-10 (C) (1) (b) and (c). Mr. Hammer had knowledge of all pertinent facts at the time he filed the *lis pendens* and commenced Hammer v. Hammer. He also had knowledge of all pertinent facts at the time he orchestrated the initiation of the 1634 action. The totality of the circumstances and the greater weight of the evidence establish the claims were frivolous. Therefore, the court awards sanctions in the same foregoing amounts as awarded under Rule 11. Of course, Mrs. Hammer is not entitled to double recovery of these sanctions.

Based on the foregoing, it is ORDERED

1. Shirley Hammer is awarded sanctions against Howard Hammer in the amount of \$60,744.30;
2. Shirley Hammer is awarded sanctions against 1634 Main, L.P. in the amount of \$102,032.87.
3. No sanctions are awarded against Arthur K. Aiken.

4. All motions for reconsideration, to alter or amend judgment, and/or for a new trial are denied.

AND IT IS SO ORDERED.



George C. James, Jr.
Circuit Court Judge

Sumter, South Carolina

June 3, 2013

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2009CP4005911
CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

COUNTY OF RICHLAND

Howard Hammer

EXECUTION AGAINST
PROPERTY

PLAINTIFF

VS

Shirley Hammer, a/k/a Shirley Grace Hightower

DEFENDANT

TO THE SHERIFF OF THE COUNTY OF RICHLAND, GREETINGS

WHEREAS, Judgment was rendered in the above-entitled action on the 3rd day of June, 2013, in favor of the Defendant against the Plaintiff for the sum of \$60,744.30 as appears to us by the Judgment Roll, filed in the office of the aforesaid Court;

AND WHEREAS, there is actually now due on the said judgment thus docketed in your County on the 6th day of June in the year 2013 the principal sum aforesaid, with interest thereon from the date of the said judgment;

THEREFORE, WE COMMAND YOU that you satisfy the said judgment, including principal, interest, costs and your fees out of the personal property of the said judgment debtor in your county belonging; if sufficient personal property cannot be found, then out of the real property in your county belonging to the said judgment debtor on the day when the said judgment was docketed in your county; or at any time thereafter, in whosever hands the same maybe, and that you duly return this execution according to law to this Clerk of the said Court.

WITNESS, Jeanette W. McBride as Clerk of aforesaid County, this the 25 day of

June, 2013.

ATTEST


Clerk of Court


Defendant (attorney for)

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2009 CP-40-5911

Howard Hammer

Via Email from COC 06-14-2013

Shirley Hammer, a/k/a Shirley Grace
Hightower

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

The Court

Attorney for: ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk:

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Shirley Hammer	Howard Hammer	\$60,744.30
		\$
		\$

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

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

Circuit Court Judge *George C. James, Jr.*

2143
Judge Code

Date

6/3/13

This judgment was entered on the 6 day of June, 2013 and a copy mailed first class or placed in the appropriate attorney's box on this 6 day of June, 2013 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE DEFENDANT(S)

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

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

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Howard Hammer,)

Plaintiff,)

vs)

Shirley Hammer, a/k/a)

Shirley Grace Hightower,)

Defendant,)

1634 Main, L.P.,)

Plaintiff,)

vs)

Shirley Hammer, a/k/a)

Shirley Grace Hightower,)

Defendant/Third Party Plaintiff,)

vs)

Howard Hammer,)

Addition Defendant on
Counterclaim,)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

2009-CP-40-05911 and
2010-CP-40-2889

ORDER ADDRESSING
POST-TRIAL MOTIONS

RICHLAND COUNTY
FILED
2013 JUN -6 AM 10:26
JEANETTE W. McBRIDE
C.C.P. & G.S.

This matter is before the court for disposition of certain motions made by the parties subsequent to this court's merits order dated January 28, 2013 and filed January 29, 2013. This order is double-captioned, and an original is to be filed in both case files in the office of the Clerk of Court.

In the merits order, the court issued findings and conclusions arising from a nonjury trial held October 29 and 30, 2012, and arising from a hearing held January 15,



2013. Shirley Hammer (alternatively referred to as "Mrs. Hammer") has now moved for sanctions under Rule 11, SCRCF and under S.C. Section 15-36-10, et seq., the South Carolina Frivolous Civil Proceedings Sanctions Act ("the Act"). Howard Hammer (also referred to as "Mr. Hammer") and 1634 Main L.P. have moved to dismiss the motion for sanctions as untimely. Mr. Hammer and 1634 Main L.P. (also referred to as "1634 Main" or "1634") have also moved to amend findings of fact, moved to alter or amend judgment, and moved for a new trial. Mr. Hammer also moves for a mistrial.

A hearing on Mr. Hammer's and 1634 Main's motions to dismiss the motion for sanctions was held on May 1, 2013. A hearing on the motion for sanctions was held in Sumter County on May 17. All parties waived any objection to venue. Appearing for Shirley Hammer at these May hearings was Desa Ballard, Esquire. Mr. Hammer represented himself in the 1634 Main litigation and appeared at both proceedings. Arthur K. Aiken, Esquire represents Mr. Hammer in the Hammer v Hammer litigation and appeared at both proceedings. Susan B. Lipscomb, Esquire appeared at both proceedings as counsel for 1634 Main, L.P. At the May 17 hearing, Mr. Hammer argued that he and 1634 Main were entitled to a hearing on their motions for new trial, to reconsider and/or to alter or amend. The court disagrees and will rule on those motions without a hearing.

I. Motions for New Trial, Motions to Reconsider, Alter, Amend, or Modify Merits Order

A. Mr. Hammer's Motions

Mr. Hammer represents himself in the 1634 action. His motion is forty-four (44) pages long and contains fifty-six (56) numbered paragraphs. In some of these paragraphs, Mr. Hammer raises issues on behalf of 1634 Main, L.P., which

he does not represent. For that reason alone, his arguments on behalf of 1634 Main, L.P. are dismissed. Even if raised properly¹, they are dismissed as set forth below. Similarly, Mr. Hammer also raises in the motion authored by him certain arguments germane to the Hammer v Hammer litigation. Mr. Hammer has an attorney, Mr. Aiken, in that litigation and, in my view, may only advance arguments as a third party defendant in the 1634 Main litigation, in which he represents himself.²

All parties agree that page one of the merits order should be amended to correctly reference the fact that in Hammer v Hammer, Mr. Hammer authored and filed the lis pendens and the original summons and complaint, but that Ms. Lipscomb later prepared and filed amended pleadings represented Mr. Hammer for a time. Mr. Aiken began representing Mr. Hammer in Hammer v Hammer on October 29, 2012, the day trial began. The merits order is amended to reflect this information.

In paragraph 1 of Mr. Hammer's motion bearing the 1634 Main caption, Mr. Hammer argues that the court "misperceived the nature of the case of Hammer v Hammer . . . as a contract action . . . when in truth and in fact, the case was one for Declaratory Judgment" However, the allegations in that action address almost exclusively "a certain contract" (the Hammers' May 2008 property settlement agreement approved by the family court). The declaratory judgment

¹ Attorney Lipscomb, counsel for 1634 Main, L.P., notes in 1634 Main's post-trial motions that 1634 Main incorporates by reference the points raised by Mr. Hammer in his motions. 1634 Main's motion is addressed below.

² In the post-trial motions made by Mr. Aiken in the Hammer v Hammer litigation, Mr. Aiken raises only two issues, both of which are addressed herein. The court knows of no legal authority allowing Mr. Hammer to include arguments for himself in litigation in which he has counsel. However, to avoid the absolute certainty of further argument on these issues, the court will rule on these arguments.

action repeatedly referred to the "May 2008 Contract" and how Mr. Hammer contended it was void. It is incomprehensible to this court how reference to this declaratory judgment cause of action as a "contract action" is a ground for a new trial or any other relief. This argument borders on being frivolous and dilatory. The court summarily rejects this argument and all other points raised in Paragraph 1 of Mr. Hammer's motion.

In Paragraph 2, Mr. Hammer argues the court should have directed a verdict for 1634 Main in the 1634 Main action. He does not represent 1634 Main. 1634 Main has counsel, and that counsel did incorporate all grounds raised by Mr. Hammer. The court denies all motions raised in Paragraph 2.

The court dismisses all grounds asserted by Mr. Hammer in Paragraphs 3 through 56 of his motion in Hammer v Hammer, and by extension, dismisses all grounds incorporated by counsel for 1634 Main in the 1634 Main, L.P. litigation. Likewise, to the extent any of Mr. Hammer's grounds can be interpreted to be made for himself as a third party defendant in the 1634 Main action (in which Mr. Hammer has an attorney), all such claims for relief are denied.

The court denies Mr. Hammer's motion for mistrial made in Paragraph 7.

In Paragraphs 9 and 10, Mr. Hammer addresses the court's two "Findings of Fact Applicable to Both Actions". He claims that this essentially amounts to a denial of due process since the actions, though consolidated and tried on the same days, were separated insofar as questioning of witnesses by counsel and Mr. Hammer were concerned. This argument is without merit, especially since Finding Number 1 applicable to both actions was a finding as to Mr. Hammer's

credibility as a witness, and Finding Number 2 applicable to both actions was (1) that Mr. and Mrs. Hammer were divorced as of May 12, 2008 but that family court litigation was still ongoing, and (2) that Mr. Hammer had threatened to engage Mrs. Hammer in litigation until she was bankrupt. These findings are germane to both captioned cases, and there are no adverse due process ramifications to Mr. Hammer. This argument borders on being frivolous and dilatory.

As noted above, all other grounds for relief asserted by Mr. Hammer are denied.

B. Hammer v. Hammer Motion Made by Mr. Aiken

Mr. Aiken represents Mr. Hammer in Hammer v Hammer and raises two issues in his "Motions to Amend Findings of Fact, to Alter or Amend Judgment and for a New Trial". First, he requests amendment of this court's finding as to the history of representation of Mr. Hammer in this action, which the court has already granted above. Second, he argues that the award of damages to Mrs. Hammer for "frustration" in her abuse of process counterclaim is against the weight of authority in South Carolina, and further, that since Mrs. Hammer had withdrawn her claim for emotional distress, any claim based on "frustration" was likewise withdrawn. The court disagrees and denies the request for relief.

C. 1634 Main, L.P.'s motions for new trial, etc.

1634 Main raises the impropriety of awarding damages for "frustration", as did Mr. Aiken. This ground is dismissed.

1634 Main asserts the court erred in finding that Mr. Hammer provided all information to CPA Ackerman for preparation of 1634 Main's tax returns and provided all information about tax planning related to Mrs. Hammer's interest in the building and real estate. 1634 Main claims the deposition of Mr. Ackerman establishes all this information was provided by Mr. Hammer, Mr. Turbeville, and a tax attorney. Even if the court erred in this regard, it would have no impact on the ultimate findings and the judgment entered against 1634 Main.

1634 Main adopted all grounds raised by Mr. Hammer in his motion, as noted above. All grounds raised by Mr. Hammer have been dismissed.

II. Timeliness of Mrs. Hammer's Motions for Sanctions

Mrs. Hammer moves for sanctions under the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code §15-36-10 (C)(1) ("the Act") and under Rule 11, SCRCP. Mr. Hammer and 1634 Main first argue the motion under the Act was not timely made.

As noted above, the trial was held October 29 and 30, 2012. On November 15, 2012, the court emailed counsel and Mr. Hammer and attached thereto a memorandum outlining its findings and requested Ms. Ballard, counsel for Mrs. Hammer, to prepare a proposed order. The court signed the order in its final form on January 28, 2013 and it was filed January 29, 2013. In the interim, the court convened a hearing on January 15, intending to receive evidence and argument on the issues pertaining to (1) punitive damages, (2) attorney's fees as actual damages for abuse of process, and (3) any motions under the Act. The January 15 hearing took place, but the court agreed with Mr. Hammer and 1634 Main that the taking of additional evidence and argument on punitive damages

and attorney's fees as actual damages would be improper since the trial was concluded and the record closed on October 30. The court also agreed with Mr. Hammer and 1634 Main that a hearing of a motion under the Act would be premature, since §15-36-10(D) provides that the target of a motion under the Act "has thirty (30) days to respond to the allegations".

Ms. Ballard, counsel for Mrs. Hammer, asserts in her affidavit that she provided Mr. Hammer, Mr. Aiken, and Ms. Lipscomb with separate copies of the unfiled motion for sanctions at the January 15 hearing. Mr. Hammer, Mr. Aiken, and Ms. Lipscomb assert in their affidavits that only one copy of the motion was placed on their counsel table. Mr. Aiken asserts in his affidavit that Ms. Lipscomb asked Ms. Ballard if she had copies for all three of them, and that Ms. Ballard replied that she only had one copy. Ms. Lipscomb and Mr. Hammer concur with this account. All agree that Ms. Ballard provided the court with a copy of the unfiled motion at the January 15 hearing. All agree the motion was mailed to them on February 13, 2013.

Aside from their argument that only one copy of the motion was provided to the three of them on January 15, Mr. Hammer, Mr. Aiken, and 1634 Main contend that §15-36-10(C)(1) renders any service of the motion on them as January 15 moot. §15-36-10(C)(1) provides:

At the conclusion of a trial and after a verdict . . . has been rendered or a case has been dismissed . . . , upon motion of the prevailing party, the court shall proceed to determine if the claim or defense was frivolous.

(emphasis added)

Mr. Hammer, Mr. Aiken, and 1634 Main (collectively referred to as "the target parties") claim that even if all of them received a copy of the motion on January 15, the Act

specifically provides that such a motion can be made only after trial and verdict. They claim that the Act provides that the motion is to be made by "the prevailing party", and that there could be no prevailing party in this case until the merits order was filed on January 29. They assert that since Ms. Ballard received the order from the Clerk of Court on January 30, she had until February 10 (February 9 was a Sunday) to serve her motion for sanctions. Case law interpreting the prior version of the Act held that motions under the former Act had to be made within ten (10) days of receipt of written notice of entry of judgment. See Pitman v Republic Leasing Company, 351 S.C. 429, 570 S.E. 2d 187 (Ct. App. 2002) and Ex parte Beard, 359 S.C. 351, 597 S.E. 2d 835 (Ct. App. 2004). The court concludes that the changes in the Act adopted in 2005 and effective today would not lead to Pitman and Beard being decided differently today.

However, the Court of Appeals' decision in Rutland v Holler, Dennis, Corbett, Ormond & Garner, 371 S.C. 91, 637 S.E. 2d 316 (Ct. App. 2006) merits examination. In Rutland, the circuit court granted the defendant's motion to dismiss and signed a form order on August 9, 2004 to that effect, with a notation in the form order that a formal order would follow. The clerk of court mailed the form order to the parties on August 10, 2004. The defendant moved for sanctions on September 1, 2004. The circuit court issued its formal order on December 7, 2004. The motion for sanctions was heard in April 2005.

The plaintiff in Rutland argued that the September 1 motion was untimely because it was made more than ten (10) days after counsel would have received the August 9 form order. The Court of Appeals disagreed, ruling that the form order was not a final order

because it specified that a formal order would be issued, thereby rendering the form order merely interlocutory.

The Rutland court did not address the scenario in the instant case, i.e., a motion for sanctions is ostensibly served after a judge advises by unfiled memorandum that he has decided the relevant issues, spells out the details of his findings, and requests the prevailing party's counsel to prepare a proposed order, but the prevailing party does not re-serve the motion after the formal order is filed and mailed to all parties.

The target parties point to paragraph 133 of the merits order as further support for their argument that the motion had to be re-served. In that paragraph, this court acknowledged that at the conclusion of the January 15 hearing, Mrs. Hammer asserted a claim for sanctions under the Act. The court further stated that the Act was "not a factor at this stage as the very terms of the Act do not apply until the post-trial stage" The court denied the sanctions claims without prejudice to Mrs. Hammer's right to seek relief under the Act "after this matter is concluded." The court instructed counsel for Mrs. Hammer "to serve a filed copy of the motion upon all other parties and to mail the court a copy of the filed motion." Mrs. Hammer's counsel mailed a filed copy of the motion to the target parties on February 13, 2013. If the ten (10) day deadline applies as argued by the target parties, the motion was served two (2) days late.

Mrs. Hammer claims Rutland stands for the proposition that a motion for sanctions under the Act can be made before a final order is issued. Therefore, she claims, the court's directive in paragraph 133 is irrelevant to the timeliness issue, and that even so, she complied with the directive when she mailed the filed motion to the target parties on February 13.

In my view, the unique posture of this case on January 15 compels the conclusion that the motion was timely “made”, i.e. served, on January 15. See Curtis v Blake, 381 S.C. 189, 672 S.E. 2d 576 (2009) for the proposition that “made” means “served”). The target parties were fully aware that Mrs. Hammer had prevailed on the merits, and they were fully aware she had moved for sanctions. I conclude they were properly served with the motion on January 15, 2013.

In light of this ruling, the court need not address Mrs. Hammer’s other arguments about the timeliness of her motion.

The court further notes that the foregoing timeliness discussion may be moot as a practical matter, as Mrs. Hammer also seeks sanctions against the target parties under Rule 11, SCRCP. In Russell v Wachovia Bank, N.A., 370 S.C. 5, 633 S.E. 2d 722 (2006), the Supreme Court stated:

We do distinguish between [the Act] and the Rule 11 sanctions. There is no requirement that a motion for sanctions made pursuant to Rule 11 be made within ten days from notice of entry of judgment. As a result, we decline to address what time limit is proper with regard to Rule 11 sanctions because the issue is not before us.

633 S.C. 2d at 730 (fn11)
(emphasis added)

Mrs. Hammer’s Rule 11 motion is grounded on the same allegations as her motion under the Act. Rule 11 issues are decided by employing a subjective standard, while application of the Act requires employment of an objective standard.

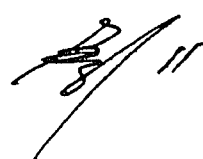
III. Merits of Sanctions Motion

A. Preliminary Issues

The court will first address two issues raised by Mr. Hammer in the motion against him in the 1634 Main action. He suggests, but does not demand, that I may recuse myself from hearing the sanctions motions because I may not be able to be impartial, in light of my ruling in many particulars in the merits order that his tactics and actions were frivolous and grounded in bad faith. These finds were pertinent to findings of fact and conclusions of law in the abuse of process counterclaim of Mrs. Hammer, and were also pertinent to the issue of punitive damages. Mr. Hammer claims the Act does not require the initial trial judge to hear the motion for sanctions. Mr. Aiken, for himself and for Mr. Hammer in Hammer v Hammer, and Ms. Lipscomb, for 1634 Main, do not advance this position. I have no doubt I can resolve these issues impartially and will not recuse myself.

Second, Mr. Hammer addresses the provisions of the Act requiring the court to report findings to the Commission on Lawyer Conduct and the Supreme Court, and the provision requiring reporting to the Governor, Senate, and House of Representatives. He claims these requirements chill the viability of any appeal he may pursue, deny the opportunity for a fair hearing, and serve to deny him due process. The court disagrees.

The court next addresses Mrs. Hammer's claim for sanctions against Mr. Aiken, counsel for Mr. Hammer in Hammer v Hammer from the day of trial through the present, and as counsel for Mr. Hammer in the third party action in the 1634 Main action from October 28, 2011 through October 29, 2012, the day trial began. Mrs. Hammer claims Mr. Aiken is subject to sanctions because he, among other things, made motions for continuance, prepared subpoenas, etc. It is important to note that Mr. Aiken was at all times defending Mrs. Hammer's counterclaims or third party claims. While the Act and

A handwritten signature, possibly "B. 11", is written in the bottom right corner of the page.

Rule 11 allow for sanctions for activity in defending claims, the court concludes Mr. Aiken's conduct was in no way sanctionable under either the Act or Rule 11. The fact he sought and received continuances or served subpoenas is not sufficient, without further evidence of sanctionable conduct, to warrant imposition of sanctions.

The target parties claim there can be no award of sanctions because Mrs. Hammer must have been granted summary judgment on Mr. Hammer's and 1634 Main's claims before she can be awarded sanctions under the Act. Case law supports the proposition that if a plaintiff's claims survive a motion for summary judgment, the defendant may not receive sanctions under the Act. See Hanahan v Simpson, 326 S.C. 140, 485 S.E. 2d 903 (1997). Here, however, if Mrs. Hammer filed a motion for summary judgment on 1634 Main's claims against her, it was never heard. In Hammer v Hammer, Mr. Hammer's claims were dismissed by the Honorable L. Casey Manning for lack of subject matter jurisdiction. The target parties cite no authority for the proposition that the moving party must actually move for and be granted summary judgment in order to be entitled to sanctions. Therefore, the court concludes that this particular argument has no merit.

1634 Main also argues there can be no sanctions under the Act because the court denied Mrs. Hammer's motion for involuntary nonsuit at the close of 1634's case. The court disagrees that such a denial renders 1634's claims non-frivolous as a matter of law. The two actions were consolidated for trial, and the 1634 issues were somewhat convoluted, and any denial of the motion for involuntary nonsuit was the product of the court's effort to have all the evidence before it in order to resolve both cases on the merits. Many tenuous issues were raised by Mr. Hammer and by 1634, and the court saw the need to have all evidence before it before issuing the merits order. Technically,

B/12

survival of a nonsuit motion might shield a party from sanctions, but as a practical matter, that would have been an illogical and inefficient manner of judicially resolving this case.

Any argument to this effect advanced by Mr. Hammer is dismissed. He was the target of counterclaims in Hammer v. Hammer and was the third party defendant in the 1634 Main action. If any motions for summary relief were made by Mrs. Hammer against Mr. Hammer, such would be irrelevant to the issue of whether Mr. Hammer can be sanctioned.

The target parties also argue that the term "frivolous" as used in §15-36-10 (C)(2) of the Act does not equate to the notion of lack of good faith or the terms "harass", "injure", etc. used in §15-36-10 (C)(1)(a), (b), and (c). However, the term "frivolous" is clearly invoked in the provisions immediately preceding (a), (b), and (c). This argument is totally without merit.

Mr. Hammer also claims that since Paragraph 96 of the merits order sets forth that Ms. Lipscomb's conduct was in no way objectionable, and since she represented Mr. Hammer for a time in Hammer v Hammer, there can be no award of sanctions against anyone in Hammer v Hammer. I disagree. The court's findings in Paragraph 96 dealt solely with Ms. Lipscomb's role as counsel for 1634 Main, and the merits cannot be read in good faith in any other way.

B. Claim for Sanctions under Rule 11, SCRCP

I now turn to the merits of Mrs. Hammer's sanctions claims and will first address her Rule 11 claim. Under Rule 11, SCRCP, a party and/or the party's attorney may be sanctioned for filing a frivolous pleading, motion, or other paper, or for making frivolous arguments. The party or attorney may also be sanctioned for doing these things in bad

faith **whether or not** there is good ground to support the filing or argument. Ex parte Gregory, 378 S.C. 430, 663 S.E. 2d 46 (2008). Claims which are not made in good faith are subject to sanction pursuant to Rule 11. Chewning v Ford Motor Co., 354 S.C. 72, 579 S.E. 2d 605 (2003). As noted above, the court is to employ a subjective standard in determining whether Rule 11 sanctions are warranted.

If the court imposes sanctions, it is to describe the conduct determined to constitute a violation of Rule 11 and should explain the basis for the sanctions imposed. Ex Parte Gregory, supra. The sanctions may include an order to pay the reasonable costs and attorney fees incurred by the party defending the frivolous action or action brought in bad faith, a reasonable fine to be paid to the court, or a directive of a nonmonetary nature, or reasonable monetary penalty to the other party. Ex parte Gregory and Runyon v Wright, 322 S.C. 15, 471 S.E. 2d 160 (1996).

This court determines that Howard's conduct warrants an award of sanctions under Rule 11. Applying a subjective standard, this court is absolutely convinced that Howard's initiation of and prolonging both captioned actions were the product of his bad faith desire to harass Mrs. Hammer and cause her the most financial injury possible. With regard to sanctions imposed against Mr. Hammer and 1634 Main, L.P., the court incorporates herein its findings in Paragraphs 1, 2, 13, 14, 20, 22, 30, 32, 37, 39, 40, 41, 42, 43, 46, 53, 58-60, 76, 77, 80, 83, 88-90, 92, 94, 97, 98, 103, 105, 106, 109, 117, 123, 128, 131, and 136 of the merits order. Mr. Hammer's actions have resulted in Mrs. Hammer incurring attorneys' fees and costs in two actions sponsored by him. As noted in the merits order, the court is convinced Mr. Hammer threatened and desired to

bankrupt Mrs. Hammer through this litigation. That is a classic example of the bad faith contemplated by Rule 11.

An award of sanctions against 1634 Main under Rule 11 is also warranted. 1634 Main, acting through Mr. Hammer, engaged in conduct that convinces the court of its bad faith pursuit of a frivolous collection action against Mrs. Hammer. This was a product of Mr. Hammer's bad faith motives that are reviewed in the merits order in detail. It should be again noted that the general partner in 1634 Main is SH5, LLC, of which Mr. Hammer is the sole member. Thus, he controls the actions of 1634 Main. Mr. Hammer is also a limited partner, individually. He prompted the 1634 litigation ostensibly to collect money from Mrs. Hammer for the purpose of making repairs to the building at that address. However, he made sure collection efforts were not directed at him, when he also owned a percentage interest in the property. These efforts to collect against Mrs. Hammer were undertaken in spite of the fact that she had, pursuant to family court order, tendered her interest in the partnership and in the real property, which tender Mr. Hammer refused to accept.

In her Amended Affidavit of Attorneys' Fees and Costs, counsel for Mrs. Hammer divides fees and costs into six categories or "Packets". Packet No. 1 reflects billing for fees and costs incurred for petitioning the Supreme Court to assign one judge to hear circuit court matters and one judge to hear family court matters. I agree with counsel that the necessity of the petition was evident in light of Mr. Hammer's abuse of the system in prolonging litigation. This packet also includes billing for the mediation of all circuit court and family court disputes. The total of fees and costs in Packet No. 1 is \$39,480.17. It would not be proper for this court to award fees and costs incurred in



family court litigation and Packet No. 1 does not adequately distinguish between the two. The court realizes this would be a difficult if not impossible task in hindsight. However, the court declines to speculate as to which is which.

Packet No. 2 reflects fees and costs incurred for Mrs. Hammer's defense in Hammer v. Hammer. These fees and costs were incurred in the amount of \$19,981.84, and the court concludes they are reasonable, after consideration of the factors set forth in Rule 407, SCACR, Rule 1.5. The target parties have not disputed the amount incurred and have presented no evidence on the requisite factors. The court concludes extensive time and labor was necessarily devoted to defending Mr. Hammer's claims, and great litigation skill and experience were necessary. The amount of time expended was reasonable, and it is clear that counsel was not able to devote substantial time to other matters. The hourly rates charged are reasonable. The results obtained were favorable to Mrs. Hammer. The theories presented by Mr. Hammer were novel (though groundless) to the court of common pleas. Mrs. Hammer faced great financial exposure if the claims were not vigorously defended. Ms. Ballard and those in her firm have the requisite experience and reputation to justify the fees charged. No one can dispute their expertise and ability. Certainly, concentrated effort was necessary to defend these claims and to have a motion to dismiss heard as soon as possible. The court sanctions Mr. Hammer in the amount of \$19,981.94.

Packet No. 3 reflects fees and costs incurred in the defense of Mrs. Hammer in the 1634 Main action. In my view, the litigation was baseless. As noted in the merits order, the court concluded the 1634 litigation was promoted and instigated by Mr. Hammer. This is obvious because 1634 Main sued only Mrs. Hammer for her purported share of

B/16

the repair/maintenance estimate. Mr. Hammer and his young son were also partners and were not sued for and did not confess judgment for their admitted shares, nor did they pay it. His claim that he did not have the money to pay his share is beside the point, as there is no requirement that a party must "have the money" to pay a debt before he can be sued for collection. It is clear that his marching orders to Mr. Turbeville (the principal in the 1634 Main's property manager) were that 1634 was to sue only Mrs. Hammer. The paragraphs of the merits order referenced on page 12 above are again incorporated herein by reference. The findings pertinent to 1634 Main L.P. are relevant to the rationale in imposing sanctions against 1634 Main.

Mrs. Hammer incurred fees and costs totaling \$102,032.87 in defending herself in the 1634 action. Analysis of the foregoing eight factors is much the same as it was for Packet No. 2, and the court is compelled to sanction 1634 Main, L.P. in that amount.

Packet No. 4 sets forth fees and costs of \$40,762.46 incurred by Mrs. Hammer in Hammer v. Hammer for combating the appeal filed by Mr. Hammer after Judge Manning dismissed that action for lack of subject matter jurisdiction. The incorporated findings from the merits order set forth on page 12 above pertinent to Mr. Hammer have application to the imposition of sanctions against Mr. Hammer. The analysis of the eight factors set forth above concerning Packet No. 2 is certainly the same for Packet No. 4. The court sanctions Mr. Hammer in the amount of \$40,762.46.

The court declines to impose sanctions on either Mr. Hammer or 1634 Main for the fees and costs set forth in Packet Nos. 5 and 6, in the event Mrs. Hammer requests the same. These packets reflect fees and costs incurred in pursuing her counterclaims and in pursuing the instant motion for sanctions.

The court notes that Mr. Hammer, Mr. Aiken, Ms. Lipscomb, and attorney James B. Richardson, Jr. have all submitted affidavits in opposition to the motion for sanctions. Mr. Richardson states that he has read the Court of Appeals decision in Hammer v. Hammer, 399 S.C. 100, 730 S.E. 2d 874 (Ct. App. 2012). This is the opinion affirming Judge Manning's dismissal of Hammer v. Hammer. Of course, Hammer v. Hammer is the contract action upon which this court's merits order awarding damages to Mrs. Hammer for abuse of process is partially based. Mr. Richardson states that the Court of Appeals' decision was a sophisticated, detailed legal analysis of the issues and that he believes the Court of Appeals never has and never will publish an opinion in a case the Court Of Appeals deems frivolous. In my view, while Mr. Richardson is certainly an experienced, exceedingly capable, and highly respected attorney, the fact that the Court of Appeals undertook a detailed and sophisticated analysis of the issues then on appeal does not translate to a finding that the underlying action was not frivolous.

Similarly, while the court respects and appreciates the expertise and experience of Ms. Lipscomb and Mr. Aiken, their opinions as to the merits of the claims in Hammer v. Hammer and in the 1634 Main litigation do not necessarily foreclose the imposition of sanctions under Rule 11. The imposition of sanctions is in my view clearly and convincingly warranted by virtue of the conduct of Mr. Hammer and of 1634 Main, by and through Mr. Hammer.

The total amount of sanctions imposed against Mr. Hammer under Rule 11 is in the amount of \$60,744.30, and the total amount of sanctions imposed against 1634 Main, L.P. under Rule 11 is in the amount of \$102,032.87.

C. Claim for Sanctions under the Act

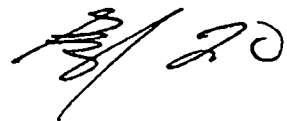
Such claims must be analyzed using an objective standard, rather than the subjective standard employed for Rule 11 claims. §15-36-10 C (1)(a)(b) and (c) allow sanctions against a party or an attorney of a party if a reasonable attorney in the same circumstances (a) would believe that under the facts, his claim or defense was clearly not warranted under existing law and that a good faith argument did not exist for changing the law, or (b) would believe that his initiation or continuation of the suit was intended merely to harass or injure the other party, or (c) would believe that the case was frivolous as not reasonably founded in fact or was interposed merely for delay, or was brought for a purpose other than securing proper discovery or adjudication of the claims upon which the action is based.

Under §15-36-10 (E), the court is to take into account the number of parties, the complexity of the claims, information disclosed or undisclosed during discovery and investigation, previous violations of the Act, the response, if any, to the allegations the Act had been violated, and all other factors the court considers just, equitable, or appropriate. In the Hammer v. Hammer case, there were only two parties. The claims of Mr. Hammer were, on their face, not exceedingly complex from a factual standpoint. Information disclosed during discovery and/or investigation was not of much note, as the parties already knew the issues because of the rampant family court litigation. There were no previous violations of the Act committed by Mr. Hammer or by 1634 Main, to the knowledge of the court. The court's main focus concerning sanctions is the egregious conduct of Mr. Hammer and 1634 Main, by and through Mr. Hammer, as set forth herein and as set forth in detail in the merits order. A reasonable attorney in Mr. Hammer's position would know full well that his initiation and continuation of the Hammer v.

Hammer litigation (beginning with the filing of the *lis pendens*) were undertaken to harass and injure Mrs. Hammer and that the action was merely brought for purposes other than securing proper discovery, joinder of parties, or adjudication of the claim upon which the action was based. The same is to be said for the procurement, initiation, and continuation of the 1634 Main action against Mrs. Hammer. Among other things, Mr. Hammer, as sole of member of general partner SH5, LLC, saw to it that only Mrs. Hammer was sued for her purported share of the repair expenses. In addition, this litigation was procured even though Mrs. Hammer had attempted a tender of her interest in the partnership and in the real estate. A reasonable attorney, with knowledge of all pertinent facts and as contemplated in the Act, would believe these actions in both cases were taken in violation of at least §15-36-10 (C) (1) (b) and (c). Mr. Hammer had knowledge of all pertinent facts at the time he filed the *lis pendens* and commenced Hammer v. Hammer. He also had knowledge of all pertinent facts at the time he orchestrated the initiation of the 1634 action. The totality of the circumstances and the greater weight of the evidence establish the claims were frivolous. Therefore, the court awards sanctions in the same foregoing amounts as awarded under Rule 11. Of course, Mrs. Hammer is not entitled to double recovery of these sanctions.

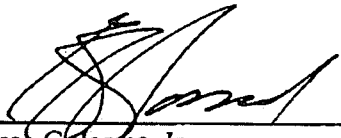
Based on the foregoing, it is ORDERED

1. Shirley Hammer is awarded sanctions against Howard Hammer in the amount of \$60,744.30;
2. Shirley Hammer is awarded sanctions against 1634 Main, L.P. in the amount of \$102,032.87.
3. No sanctions are awarded against Arthur K. Aiken.



4. All motions for reconsideration, to alter or amend judgment, and/or for a new trial are denied.

AND IT IS SO ORDERED.



George C. James, Jr.
Circuit Court Judge

Sumter, South Carolina

June 3, 2013



3



Richland County Sheriff's Department

LEON L. LOTT, JR.
Sheriff

Ballard Watson
Weissenstein
Desa Ballard
PO Box 6338
West Columbia, SC 29171

July 25, 2013

Re: Execution of Judgment for Roll# 2009CP405911

Dear Ballard Watson:

Enclosed please find the Execution Against Property received by this office on the above captioned case with a Nulla Bona return. After checking property records and attempting to contact the defendant, we have determined the judgment is uncollectible as far as remedies available to this office.

At this juncture in the 10 year lifespan of your judgement, you may consider taking the defendant before the Richland County Master-in-Equity court for a complete review of all possible assets. The number for the Master-in-Equity office is (803) 576-1900. The assistance of an attorney is strongly recommended, and as with the Sheriff's execution process, there is no guarantee the process of the Master-in-Equity will result in the satisfaction of your judgement. The Master-in-Equity process is a separate procedure and does not involve the Sheriff's Department.

If we can be of further assistance to you, please call upon us.

Sincerely,

A handwritten signature in black ink, appearing to read "Leon Lott".

Leon Lott
Richland County Sheriff

By: B. Brown
Deputy Sheriff
(803) 576-3157

2009CP4005911

CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

COUNTY OF RICHLAND

Howard Hammer

EXECUTION AGAINST
PROPERTY

PLAINTIFF

VS.

Shirley Hammer, a/k/a Shirley Grace Hightower

DEFENDANT

TO THE SHERIFF OF THE COUNTY OF RICHLAND, GREETINGS

WHEREAS, Judgment was rendered in the above entitled action on the 3rd day of June, 2013 in favor of the Defendant against the Plaintiff for the sum of \$60,744.30 as appears to us by the Judgment Roll filed in the office of the aforesaid Court.

AND WHEREAS, there is actually now due on the said judgment thus docketed in your County on the 6th day of June in the year 2013 the principal sum aforesaid, with interest thereon from the date of the said judgment.

THEREFORE, WE COMMAND YOU, that you satisfy the said judgment including principal, interest, costs and your fees out of the personal property of the said judgment debtor in your county, belonging; if sufficient personal property cannot be found, then out of the real property in your county belonging to the said judgment debtor on the day when the said judgment was docketed in your county, or at any time thereafter in whosever hands the same maybe, and that you duly return this execution according to law to this Clerk of the said Court.

WITNESS, Jeanette W. McBride as Clerk of aforesaid County, this the 25 day of

June

2013

ATTEST

Jeanette W. McBride
Clerk of Court

Shirley Hammer
Defendant (attorney for)

Entered 7/25/13
Book _____ Page _____
Number J20130431
Leon Lott, Sheriff
Richland County Sheriff's Department

Return to Clerk
Nulla Bona

LEON LOTT
SHERIFF R. C. S. D.

JUL 25 2013

Leon Lott

5	7	9	13	2010	506	DESA BALLARD	25.00
PAGE NO.	MO.	DAY	YR.			NAME	AMOUNT

RECEIPT FOR CASH - RICHLAND COUNTY SOUTH CAROLINA

2020 HAMPTON STREET
 POST OFFICE BOX 192
 COLUMBIA, SOUTH CAROLINA 29202

486713

**RETAIN THIS RECEIPT
 FOR YOUR RECORDS**


 RECEIVED BY - SIGNATURE



Richland County Sheriff's Department

LEON L. LOTT, JR.
Sheriff

Ballard Watson
Weissenstein
Desa Ballard
PO Box 6338
West Columbia, SC 29171

July 25, 2013

Re: Execution of Judgment for Roll# 2010CP4002889

Dear Ballard Watson:

Enclosed please find the Execution Against Property received by this office on the above captioned case with a Nulla Bona return. After checking property records and attempting to contact the defendant, we have determined the judgment is uncollectible as far as remedies available to this office.

At this juncture in the 10 year lifespan of your judgement, you may consider taking the defendant before the Richland County Master-in-Equity court for a complete review of all possible assets. The number for the Master-in-Equity office is (803) 576-1900. The assistance of an attorney is strongly recommended, and as with the Sheriff's execution process, there is no guarantee the process of the Master-in-Equity will result in the satisfaction of your judgement. The Master-in-Equity process is a separate procedure and does not involve the Sheriff's Department.

If we can be of further assistance to you, please call upon us.

Sincerely,

A handwritten signature in black ink, appearing to read "Leon Lott", written over a horizontal line.

Leon Lott
Richland County Sheriff

By: B. Brown
Deputy Sheriff
(803) 576-3157

2010CP4002889

CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

COUNTY OF RICHLAND)

1634 Main, LP)

EXECUTION AGAINST
PROPERTY

PLAINTIFF)

VS)

Shirley Hammer, a/k/a Shirley Grace Highlower)

DEFENDANT)

VS)

Howard Hammer)

THIRD PARTY DEFENDANT)

TO THE SHERIFF OF THE COUNTY OF RICHLAND GREETINGS

WHEREAS Judgment was rendered in the above entitled action on the 3rd day of June, 2013 in favor of the Defendant Shirley Hammer against the Plaintiff 1634 Main, LP for the sum of \$102,032.87 as appears to us by the Judgment Roll filed in the office of the aforesaid Court;

AND WHEREAS, there is actually now due on the said judgment thus docketed in your County on the 6th day of June in the year 2013 the principal sum aforesaid with interest thereon from the date of the said judgment;

THEREFORE WE COMMAND YOU that you satisfy the said judgment, including principal, interest, costs and your fees out of the personal property of the said judgment debtor in your county belonging; if sufficient personal property cannot be found, then out of the real property in your county belonging to the said judgment debtor on the day when the said judgment was docketed in your county, or at any time thereafter, in whosever hands the same maybe; and that you duly return this execution according to law to this Clerk of the said Court;

WITNESS: Jeanette W. McBride as Clerk of aforesaid County, this the 25 day of

June, 2013

Jeanette W. McBride
Clerk of Court

Stephen W. Davis
Defendant (attorney for)

Entered: 7/25/13
Book _____ Page _____
Number: J20130432
Leon Lott, Sheriff
Richland County Sheriff's Department

Return to Clerk
Nulla Bona

LEON LOTT
SHERIFF, R.C.S.D.
JUL 25 2013

Leon Lott

5	7	9	13	2010	506	DESA BALLARD	25.00
PAGE NO.	MO.	DAY	YR.			NAME	AMOUNT

RECEIPT FOR CASH - RICHLAND COUNTY SOUTH CAROLINA

2020 HAMPTON STREET
 POST OFFICE BOX 192
 COLUMBIA, SOUTH CAROLINA 29202

486712

**RETAIN THIS RECEIPT
 FOR YOUR RECORDS**

RECEIVED BY - SIGNATURE 

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
J.R. 2010-CP-40-02889

Shirley Hammer

Plaintiff,

vs.

1634 Main, LP

Defendant.

VERIFIED PETITION

2013 APR 22 AM 11:44
FILED
JEANNETTE W. JAMES
C.C.P. & C.S.
RICHLAND COUNTY

Plaintiff would respectfully show:

1. That Plaintiff recovered and recorded judgment against Defendant, as set forth in the caption hereto, and that the Defendant has failed and refused to satisfy the judgments.
2. That there is still due and owing on said judgment, as follows:

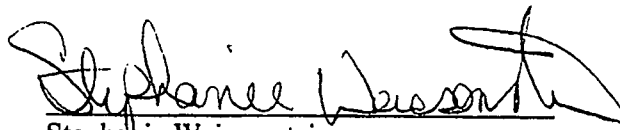
Date Entered	Roll No.	Amount Due:
February 6, 2013	2010CP4002889	<u>\$25,000.00</u>

3. That execution duly issued to the Sheriff of the County of Richland against Defendant have been returned, Nulla Bona.
4. That on information and belief, the Defendant has assets in the County and in the State which are not exempt from levy and which it unjustly refuses to apply toward satisfaction of the judgment.
5. That Plaintiff is informed and believes that she is entitled under the law and statutes of South Carolina to initiate these supplementary proceedings against Defendant for purposes of ascertaining and discovering any property and assets, (real, personal, or mixed) that belong to Defendant, or in which Defendant could claim any interest, that could be made applicable by the Court to the payment of this debt. Plaintiff is informed and believes these proceedings can include inquiry into such real or person property that

7
Defendant owns individually or in conjunction with any person, firm, corporation or entity, regardless the location.

6. That Plaintiff is entitled to the appointment of a Receiver for purposes of collecting or taking charge over any and all of the Defendant's aforesaid property, assets, or effects which are so discovered or revealed in order to carry said judgment into effect.
7. That jurisdiction over this matter would properly lay with the Master in Equity for Richland Count, pursuant to Rule 53, SCRCF, who may be granted authority to enter a final order, with any appeal being made directly to the S.C. Supreme Court.

WHEREFORE Plaintiff prays that this Court do inquire into the matters hereinabove alleged and that it issues such Order or Orders granting the relief to which Plaintiff believes she is entitled, as set forth herein; transferring this matter to the Master-in-Equity for supplemental proceedings and final order; requiring Defendant to pay for all expended and statutory costs allowable for this proceeding; and for such other and further relief and remedies as may be deemed proper by the Court.



Stephanie Weissenstein

Desa Ballard

Ballard Watson Weissenstein

Post Office Box 6338

West Columbia, South Carolina 29171

Telephone 803.796.9299

Facsimile 803.796.1066

E-mail: stephanie@desaballard.com

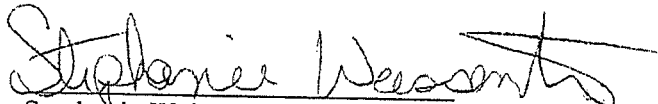
Attorney for the Plaintiffs

April 10, 2013
Lexington, South Carolina

SOUTH CAROLINA
LEXINGTON COUNTY

VERIFICATION

Personally appears Stephanie Weissenstein, who first being duly sworn, deposes and says that she is the attorney for the Petitioning judgment creditor and is authorized to make this verification on Plaintiff's behalf. Weissenstein further states that she has read the foregoing Petition, knows the contents thereof, and the same are true of her own knowledge, except to matters alleged therein on information and belief; as to these, she believes it to be true.

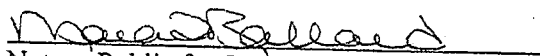


Stephanie Weissenstein
Ballard Watson Weissenstein
Post Office Box 6338
West Columbia, South Carolina 29171
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: stephanie@desaballard.com

Attorney for Plaintiffs

RICHLAND COUNTY
FILED
2013 APR 22 AM 11:44
JANETTE W. NORRIS
C.C.P. & G.S.

SWORN AND SUBSCRIBED BEFORE ME
THIS 10 DAY OF APRIL 2013



Notary Public for South Carolina
My Commission Expires 11-28-17

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Shirley Hammer

Plaintiff,

vs.

Howard Hammer

Defendant.

IN THE COURT OF COMMON PLEAS

J.R. 2009-CP-40-05911

2010-CP-40-02889

VERIFIED PETITION

RICHLAND COUNTY
FILED
2013 APR 22 AM 11:40
CLERK OF COURT
C.C.P. & C.S.

Plaintiff would respectfully show:

1. That Plaintiff recovered and recorded judgments against Defendant, as set forth in the caption hereto, and that the Defendant has failed and refused to satisfy the judgments.
2. That there is still due and owing on said judgments, as follows:

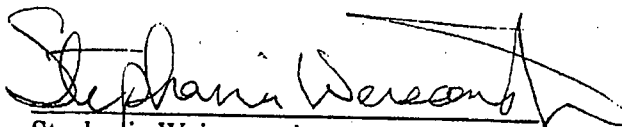
Date Entered	Roll No.	Amount Due:
February 6, 2013	2009CP4005911	\$80,000.00
February 6, 2013	2010CP4002889	<u>75,000.00</u>
Total Due:		<u>\$155,000.00</u>

2. That executions duly issued to the Sheriff of the County of Richland against Defendant have been returned, Nulla Bona.
3. That on information and belief, the Defendant has assets in the County and in the State which are not exempt from levy and which he unjustly refuses to apply toward satisfaction of these judgments.
4. That Plaintiff is informed and believes that she is entitled under the law and statutes of South Carolina to initiate these supplementary proceedings against Defendant for purposes of ascertaining and discovering any property and assets, (real, personal, or

mixed) that belong to Defendant, or in which Defendant could claim any interest, that could be made applicable by the Court to the payment of this debt. Plaintiff is informed and believes these proceedings can include inquiry into such real or person property that Defendant owns individually or in conjunction with any person, firm, corporation or entity, regardless the location.

5. That Plaintiff is entitled to the appointment of a Receiver for purposes of collecting or taking charge over any and all of the Defendant's aforesaid property, assets, or effects which are so discovered or revealed in order to carry said judgment into effect.
6. That jurisdiction over this matter would properly lay with the Master in Equity for Richland Count, pursuant to Rule 53, SCRCF, who may be granted authority to enter a final order, with any appeal being made directly to the S.C. Supreme Court.

WHEREFORE Plaintiff prays that this Court do inquire into the matters hereinabove alleged and that it issues such Order or Orders granting the relief to which Plaintiff believes she is entitled, as set forth herein; transferring this matter to the Master-in-Equity for supplemental proceedings and final order; requiring Defendant to pay for all expended and statutory costs allowable for this proceeding; and for such other and further relief and remedies as may be deemed proper by the Court.



Stephanie Weissenstein
Desa Ballard
Ballard Watson Weissenstein
Post Office Box 6338
West Columbia, South Carolina 29171
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: stephanie@desaballard.com

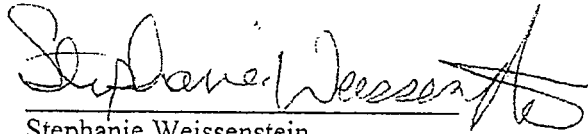
Attorney for the Plaintiffs

April 11, 2013

Lexington, South Carolina

VERIFICATION

Personally appears Stephanie Weissenstein, who first being duly sworn, deposes and says that she is the attorney for the Petitioning judgment creditor and is authorized to make this verification on Plaintiff's behalf. Weissenstein further states that she has read the foregoing Petition, knows the contents thereof, and the same are true of her own knowledge, except to matters alleged therein on information and belief; as to these, she believes it to be true.

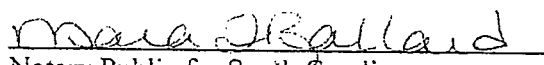


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E-mail: stephanie@desaballard.com

Attorney for Plaintiffs

RICHLAND COUNTY
FILED
2013 APR 22 AM 11:40
JANETTE W. JACOBIDE
C.C.P. & G.S.

SWORN AND SUBSCRIBED BEFORE ME
THIS 11 DAY OF APRIL 2013


Notary Public for South Carolina
My Commission Expires 11-28-17

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Shirley Hammer,

Plaintiff.

v.

Shirley Grace Hightower,

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

NOTICE OF HEARING

To: Howard Hammer, pro se and in his capacity as agent for one or more corporate entities; and Arthur Aiken, counsel for 1634 Main L P.

At the direction of the Honorable Joseph M. Strickland, a hearing will be held on all outstanding matters on August 12, 2013 beginning at 10:00 a.m. at the Richland County Courthouse located at 1701 Main Street, Columbia, South Carolina 29201.

Desa Ballard by Amy Watson
Desa Ballard
Stephanie Weissenstein
Ballard Watson Weissenstein
Post Office Box 6338
West Columbia, South Carolina 29171
Telephone 803.796.9299
Facsimile 803.796.1066
Email: desab@desaballard.com
stephanie@desaballard.com

July 10, 2013

Counsel for Shirley Hammer

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Shirley Hammer,
Plaintiff,

v.

Shirley Grace Hightower,
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

AMENDED
CERTIFICATE OF SERVICE
NOTICE OF HEARING

RICHLAND COUNTY
FILED
2013 AUG -2 AM 11:25
JENNIFER HIGHTOWER
C.C.P. & G.S.

The undersigned certifies that she, on July 10, 2013, caused to be served a copy of the Notice of Hearing, for August 12, 2013 hearing beginning at 10:00 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 Street, Suite 201
Columbia, South Carolina 29205

Howard Hammer, Esquire
1609 Catawba Street
Columbia, South Carolina 29205


Mara T. Ballard, CMA, CFE, FA

August 1, 2013

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
J.R. 2010-CP-40-02889

Shirley Hammer

Plaintiff,

vs.

1634 Main, LP

Defendant.

AFFIDAVIT

Personally appeared before me, Mara T. Ballard, who being duly sworn, deposes and says that:

1. I am over the age of eighteen years and am competent to state the matters which are set forth herein:
2. I have personal knowledge of the matters stated herein, except as to those matters stated on information and belief, and as to those, I have a good faith belief regarding the accuracy thereof.
3. I am a Certified Management Accountant, Certified Fraud Examiner and Forensic Accountant employed by the law firm of Ballard Watson Weissenstein, attorneys for the Plaintiff.
4. Plaintiff currently holds a judgments against the defendant in the following amount, which judgment has been enrolled in Richland County:

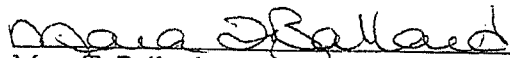
JR#: 2010CP4002889

\$25,000.00

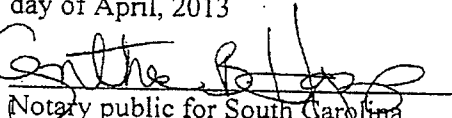
The judgment bears interest at the appropriate post judgment rate, as stated annually by the South Carolina Supreme Court.

5. Execution of Property was properly filed with the Richland County Sheriff's office and returned Nulla Bona.
6. Defendant has failed to make any payment to Plaintiff.

Further, deponent sayeth not.


Mara T. Ballard

Sworn to before me this 10th
day of April, 2013


Notary public for South Carolina

My Commission expires: 2/11/2020

**THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT**

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Jr.
Master-in-Equity

Case No. 2009-CP-40-0511

1634 Main, LP, Appellant v. Shirley Hammer, Respondent

v.

Howard Hammer, Appellant

and

Howard Hammer, Appellant

v.

Shirley Hammer Respondent

Appellate Case No. 2014-000965

RULE 210(g) CERTIFICATE OF COUNSEL

The undersigned counsel for the Appellants certifies that the Record on Appeal contains all material proposed to be included in it by any of the parties and not any other material.

(SIGNATURE ON THE FOLLOWING PAGE)


AIKEN & HIGHTOWER, PA

ARTHUR K. AIKEN

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Columbia, SC 29205

Telephone: 803-799-5205

Fax: 803-799-5206

Email: art@aikenandhightower.com

ATTORNEYS FOR APPELLANTS

Columbia, SC
August 21, 2014

**THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT**

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Jr.
Master-in-Equity

Case No. 2009-CP-40-0511

1634 Main, LP, Appellant v. Shirley Hammer, Respondent

v.

Howard Hammer, Appellant

and

Howard Hammer, Appellant

v.

Shirley Hammer Respondent

Appellate Case No. 2014-000965

PROOF OF SERVICE

I hereby certify that I served the Record on Appeal Volume 3 by depositing a copy of it in the U.S. Mail, postage prepaid, on August 21, 2014 addressed to her attorney of record, Desa A. Ballard, PO Box 6338, West Columbia, SC 29171-6338.

(SIGNATURE ON THE FOLLOWING PAGE)

AIKEN & HIGHTOWER, PA



ARTHUR K. AIKEN

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Columbia, SC 29205

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ATTORNEYS FOR APPELLANTS

Columbia, SC
August 21, 2014