

THE RICHTER FIRM, LLC

Attorneys & Counselors at Law
622 Johnnie Dodds Boulevard
Mount Pleasant, South Carolina 29464

Lawrence E. Richter, Jr.
Alice Anne Richter Lehrman
Aaron E. Edwards
Patrick T. Napolski*

Telephone: (843) 849-6000
Telefax: (843) 881-1400

*Also licensed in IL

January 16, 2015

Via U.S. Mail

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: Virgil "Ray" Passailaigue v. Henry Kuznik, Alfred L. Saad, III, Paul D. Hollen,
III, and Thornwell Partners, LLC
Case No.: 2013-CP-10-1647

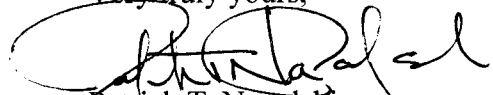
Dear Madam Clerk,

Pursuant to your correspondence dated January 14, 2015, I have enclosed a copy of the original summons and complaint filed in this matter on March 20, 2013 with the Charleston County Clerk of Court, which contain the caption of this matter in full. In addition, I have enclosed a copy of the amended summons and complaint filed on March 17, 2014. The caption remained the same after said amendment.

If you have any questions or require additional information, please do not hesitate to contact me.

With kindest regards, I am,

Very truly yours,



Patrick T. Napolski

Enclosures

cc: John M. Bleecker, Jr., Esq. (w/o enclosures)
Lindsey W. Cooper, Jr., Esq. (w/o enclosures)
Shaun C. Blake, Esq. (w/o enclosures)

RECEIVED

JAN 20 2015

SC Court of Appeals



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1015 SUMTER STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

January 14, 2015

Mr. Lawrence E. Richter, Jr., Esquire
622 Johnnie Dodds Blvd.
Mount Pleasant SC 29464

Mr. Patrick Thomas Napolski, Esquire
622 Johnnie Dodds Blvd.
Mt. Pleasant SC 29464

Re: Virgil Passailaigue v. Henry Kuznik
Appellate Case No. 2015-000044

Dear Counsel:

Upon reviewing your notice of appeal, the following deficiency has been noted under the South Carolina Appellate Court Rules (SCACR), and any deficiency must be corrected within ten (10) days of the date of this letter or this appeal will be dismissed:

- The order you have provided with the notice of appeal features an abbreviated caption. Please provide a copy of an order issued in the same matter showing the complete caption. If there is no such order, please provide a copy of the original summons and complaint.

RECEIVED

JAN 20 2015

SC Court of Appeals

Very truly yours,

Jonny ~~Abbott~~ Kitchings 

CLERK

cc: John M. Bleecker, Jr., Esquire
Lindsey W. Cooper, Jr., Esquire
Shaun C. Blake, Esquire

JAN 20 2015

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

VIRGIL "RAY" PASSAILAIGUE

Plaintiff(s)

HENRY KUZNIK, ALFRED E. SAAD, III, PAUL D. HOLLEN, and THORNWELL PARTNERS, LLC

Defendant(s)

IN THE COURT OF COMMON PLEAS SC Court of Appeals

CIVIL ACTION COVERSHEET

2013 -CP- 10 - 1647

(Please Print)

Submitted By: LAWRENCE E. RICHTER, JR.

Address: THE RICHTER FIRM, LLC

622 JOHNNIE DODDS BLVD.

MT. PLEASANT, SC 29464

SC Bar #: 4724

Telephone #: (843) 849-6000

Fax #: (843) 881-1400

Other:

E-mail: LERICHTER@RICHTERFIRM.COM

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

- Contracts: Breach of Contract (140)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220)
Torts - Personal Injury: Assault/Slander/Libel (300), Conversion (310), Motor Vehicle Accident (320)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420)
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530)
Administrative Law/Relief: Reinstatement License (800), Judicial Review (810), Relief (820)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720)
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920)
Special/Complex/Other: Environmental (600), Automobile Arb. (610), Medical (620), Sexual Predator (510)

Submitting Party Signature

[Handwritten Signature]

Date: MARCH 19, 2013

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

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Virgil "Ray" Passailaigue,)
)
 Plaintiff,)
)
 v.)
)
 Henry Kuznik, Alfred L. Saad, III,)
 Paul D. Hollen, III, and Thornwell)
 Partners, LLC)
)
 Defendants.)
 _____)

IN THE COURT OF COMMON PLEAS
 NINTH JUDICIAL CIRCUIT
 CASE NO.: 2013-CP-10-_____

COMPLAINT

FILED
 2013 MAR 20 AM 8:40
 JULIE J. HENNINGSON
 CLERK OF COURT
 BY _____

The Plaintiff, complaining of the Defendants set forth in the above caption, alleges as follows:

1. Plaintiff Virgil "Ray" Passailaigue is a citizen and resident of Charleston County, South Carolina.
2. Defendant Henry Kuznik, upon information and belief, is a resident and citizen of the State of South Carolina, county of Charleston.
3. Defendant Alfred L. Saad, III upon information and belief, is a resident and citizen of the State of South Carolina, county of Richland.
4. Defendant Paul D. Hollen, III upon information and belief, is a resident and citizen of the State of South Carolina, county of Charleston.
5. Defendant Thornwell Partners, LLC, upon information and belief, is a limited liability company organized and existing pursuant to the laws of the State of South Carolina, has its principal place of business in Greenville County, South Carolina, and maintains a registered office at 1249 S. Pleasantburg Dr., Greenville, SC, 29605.

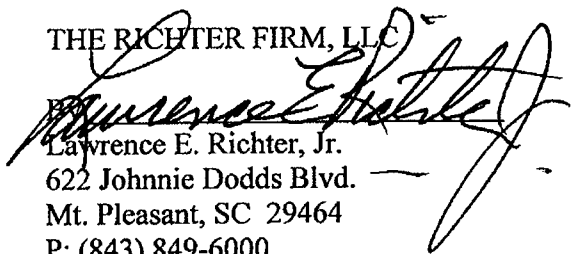
6. The most substantial acts and/or omissions that give rise to this action occurred in Charleston County, South Carolina.
7. Jurisdiction and venue are proper.
8. On or about November 7, 2008, Defendant Thornwell Partners, LLC made, executed and delivered to Plaintiff Passailiague their certain Promissory Note in writing, whereby Defendant Thornwell Partners, LLC promised to pay to the order of Plaintiff, the principal sum of One Hundred Thirty Thousand and 00/100 (\$130,000.00) Dollars, together with interest thereon as stated in the Promissory Note, payable pursuant to the terms and conditions stated in the Promissory Note. A copy of the Promissory Note is attached hereto as Exhibit A.
9. Pursuant to the terms and conditions of the Promissory Note, Defendant Thornwell Partners, LLC was required to repay the sum in its entirety from the proceeds of the future sale of the property known as the Dassinger tract and consisting of two parcels further identified as Lot A 17 acres, TMS No. 395-00-00-001 and Lot B 28.15 acres TMS No. 395-00-00-003, Charleston County, South Carolina.
10. The parties agreed that the loan period would be for twenty-four (24) months beginning November 7, 2008 with the right to one additional extension of twenty-four (24) months if the parcels remained unsold.
11. Further, Defendants Hollen, Saad, and Kuznik agreed that the Promissory Note would be secured by each of their partnership interests in Thornwell Partners, LLC.
12. Upon information and belief, the parcel identified as Lot B consisting of 28.15 acres with TMS No.: 395-00-00-003 was sold by Thornwell Partners, LLC on October 28, 2011 for Two Million and 00/100 (\$2,000,000.00) Dollars.

13. Upon further information and belief, the parcel identified as Lot A consisting of 17 acres with TMS No.: 395-00-00-001 remains unsold and in the possession of Thornwell Partners, LLC.
14. The Plaintiff has an interest in the lot identified above as Lot A consisting of 17 acres with TMS No.: 395-00-00-001.
15. On May 25, 2012, Plaintiff Passailaigue's attorney, sent Defendants a letter demanding payment of the full amount of the Promissory Note, a copy of which letter is attached hereto as Exhibit B.
16. Defendants have failed to make payments to Plaintiff Passailaigue and are in default under the terms and conditions of the Note.
17. All conditions precedent to the filing of this lawsuit, and to the right of recovery of Plaintiff from Defendants as requested in this complaint have been performed or have occurred.
18. There is now due and owing to the Plaintiff on the Note the principal balance of One Hundred Thirty Thousand and 00/100 (\$130,000.00) Dollars with interest thereon at three (3%) percent per annum above the default interest rate as stated in the Promissory Note from October 28, 2011 as well as late fees and other charges that may become due pursuant to the terms and conditions of the Note.
19. The default interest rate to be applied should be that as outline in S.C. Code Ann. §34-31-
- 20.
20. Pursuant to the terms of the Promissory Note, Plaintiff is entitled to all expenses of collection and to reasonable attorney's fees.
21. The Plaintiff is entitled to an order of this court granting immediate judgment against Defendant in the amount due and owing under the Note to be determined by the court.

WHEREFORE, Plaintiff respectfully requests that the court award the following relief:

- (a) That the court find for the Plaintiff as to all allegations made in the Complaint;
- (b) That the amount due on the Promissory Note be ascertained and determined under the direction of this court and judgment be entered immediately against the Defendants;
- (c) That the court find the Plaintiff owns the interest in the real property at issue and order that the same be transferred to Plaintiff;
- (d) For such other and further relief as may be just, prudent, and proper.

THE RICHTER FIRM, LLC


Lawrence E. Richter, Jr.
622 Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464
P: (843) 849-6000
F: (843) 881-1400

ATTORNEYS FOR THE PLAINTIFF

Mt. Pleasant, South Carolina
Dated: *March 19*, 2013

EXHIBIT A

PROMISSORY NOTE

\$130,000.00

Charleston, South Carolina
November 7, 2008

FOR VALUE RECEIVED, THORNWELL PARTNERS, LLC, a South Carolina limited liability company (the "Borrower"), promises to pay to the order of Passailaigue Homes, a South Carolina Corporation (the "Lender") the principal sum of \$130,000.00. This sum is to be repaid in its entirety from the net proceeds from the future sales of the property known as the Dassinger tract and consisting of two parcels further identified as Lot A 17 acres TMS No. 395-00-00-001 and Lot B 28.15 acres TMS No. 395-00-00-003, Charleston County, South Carolina.

The loan period is to be 24 months. The lender grants the irrevocable right to one extension of 24 months, *IF PROPERTY REMAINS UNSOLD. P.D. H.*

All installments of principal are payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment; and in the event of (a) failure to pay this Note in full on the Maturity Date, or (b) default in the payment of any other installment of interest or principal or any other sum payable pursuant to the terms of this Note or any lien document securing this Note, not cured within ten (10) days after written notice from Lender, or (c) an "Event of Default" as such term is defined in the Loan Agreement executed of even date between Borrower and Lender (the "Loan Agreement"), then or at any time thereafter, at the option of Lender, the whole of the principal sum then remaining unpaid hereunder together with all interest accrued thereon, shall immediately become due and payable without further notice, and the lien given to secure the payment of this Note may be foreclosed. From and after the maturity of this Note either according to its terms or as the result of a declaration of maturity, the entire principal remaining unpaid hereunder shall bear interest at a rate of three (3%) percent per annum above the rate otherwise in effect hereunder (the "Default Rate"), or the highest applicable lawful rate, whichever is the lesser; provided that there shall be no automatic reduction to the highest lawful rate as to Borrower or any endorser or guarantor barred by law from availing itself in any action or proceeding of the defense of usury, or Borrower or any endorser or guarantor barred or exempted from the operation of any law limiting the amount of interest that may be paid for the loan or use of money, or in the event this transaction, because of its amount or purpose or for any other reason is exempt from the operation of any statute limiting the amount of interest that may be paid for the loan or use of money. Failure to exercise such option or any other rights Lender may in the event of any such default be entitled to, shall not constitute a waiver of the right to exercise such option or any other rights in the event of any subsequent default, whether of the same or different nature.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceedings, Borrower promises to pay all expenses of collection and reasonable attorney's fees incurred by Lender.

This Note is secured by the partnership interests held by Paul D. Hollen III, Alfred L. Saad and Henry Kuznik as defined in the Second Amended and Restated Operating Agreement of Thornwell Partners LLC dated November 7, 2008.

Borrower and all endorsers, guarantors and all persons liable or to become liable on this Note waive presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note, and consent to any and all renewals and extensions of the time of payment hereof, and agree, further,

that at any time and from time to time without notice, the terms of payment herein may be modified without in anywise affecting the liability of any party to this instrument or any person liable with respect to any indebtedness evidenced hereby.

Lender is not required to rely on the collateral for the payment of the Note in the event of default by the maker, but may proceed directly against the maker, endorsers, or guarantors, if any, in such manner as it deems desirable. None of the rights and remedies of Lender hereunder is to be waived or affected by failure or delay to exercise them. All remedies conferred on Lender by this Note or any other instrument or agreement shall be cumulative, and none is exclusive. Such remedies may be exercised concurrently or consecutively at Lender's option.

Borrower shall have the option of prepaying the principal amount due under this Note in whole or in part without penalty.

This Note shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws and decisions of the State of South Carolina.

Wherever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note or portion thereof shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

This Note may be assigned by Lender with or without recourse.

Borrower submits to the jurisdiction of any court of competent jurisdiction within the State of South Carolina. Borrower agrees that any action concerning this Note or any instrument securing this Note, whether initiated by Lender, Borrower or any other party, shall be tried only in a court of competent jurisdiction within the State of South Carolina, and Borrower waives all objections to venue.

WAIVER OF JURY TRIAL. BY THE EXECUTION HEREOF, BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY HEREBY AGREES THAT:

(A) NEITHER BORROWER NOR LENDER, NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF BORROWER OR LENDER, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE ARISING FROM OR BASED UPON THIS NOTE, THE LOAN AGREEMENT (IF ANY) OR ANY OF THE LOAN DOCUMENTS EVIDENCING, SECURING, OR RELATING TO THE LOAN EVIDENCED HEREBY, OR TO THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES HERETO;

(B) NEITHER BORROWER NOR LENDER WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED;

(C) THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS;

(D) NEITHER BORROWER NOR LENDER HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES; AND

(E) THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN EVIDENCED BY THIS NOTE.

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

THORNWELL INVESTMENTS, LLC

By: 

Alfred L. Saad III, Member

By: 

Paul D. Hollen III, Member

By: 

Henry Kuznik, Member

EXHIBIT B

THE RICHTER FIRM, LLC

Attorneys & Counselors at Law
622 Johnnie Dodds Boulevard
Mount Pleasant, South Carolina 29464

Lawrence E. Richter, Jr.
William Bee Ravenel Lewis
Alice Anne Richter Lehrman
Aaron E. Edwards

Telephone: (843) 849-6000
Telefax: (843) 881-1400

May 25, 2012

Paul D. Hollen, III
203 Forest Trail
Isle of Palms, SC 29451

Henry Kuznik
Henry Kuznik Realty
2119 Savannah Highway
Charleston, SC 29414

Albert L. Saad, III
Great Southern Corporation
1201 Hampton Street, Suite 2B
Columbia, SC 29201

Dear Sirs:

Please be advised that I have been asked to represent the interests of Passailaigue Homes and my friend, Ray Passailaigue, in all matters relating to that certain promissory note made by Alfred L. Saad, III, Paul D. Hollen, III, and Henry Kuznik in favor of Passailaigue Homes in the principal amount of \$130,000.00, which note was made on the 7th day of November 2008.

As you are aware, payment is overdue a considerable period of time now and I would appreciate you contacting me at 843-849-6000 so that we may resolve this matter without the necessity of litigation. Please further be advised that I am instructed by my client to effectuate a resolution within fifteen days of the date of this letter or institute suit to enforce the obligation.

Lastly, please be reminded that, in addition to being a maker of the subject note, you have also executed a personal guarantee agreement. Computing interest at the rate in the most favorable construction to the makers, it appears to me that using a maturity date of November 7, 2010 and applying interest thereafter only and non compounded, going forward the note bears a minimum interest rate of 3%. Using that as a basis of

RECEIVED

JAN 20 2015

SC Court of Appeals

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Virgil "Ray" Passailaigue,)
)
 Plaintiff,)
)
 v.)
)
 Henry Kuznik, Alfred L. Saad, III,)
 Paul D. Hollen, III, and Thornwell)
 Partners, LLC)
)
 Defendants.)

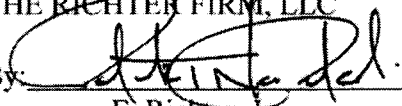
IN THE COURT OF COMMON PLEAS
 NINTH JUDICIAL CIRCUIT
 CASE NO.: 2013-CP-10-1647

AMENDED SUMMONS

FILED
 2014 MAR 17 PM 12:51
 JULIE L. HANSTROM
 CLERK OF COURT
 BY _____

TO: THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMONED and required to answer the Amended Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to said Amended Complaint upon the subscriber, at his office at 622 Johnnie Dodds Blvd., Mt. Pleasant, SC 29464, within fifteen (15) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

THE RICHTER FIRM, LLC
 By: 
 Lawrence E. Richter, Jr.
 Patrick T. Napski
 622 Johnnie Dodds Blvd.
 Mt. Pleasant, SC, 29464
 P: (843) 849-6000
 F: (843) 881-1400

ATTORNEYS FOR THE PLAINTIFF

Mt. Pleasant, South Carolina
 Dated: March 5, 2014

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Virgil "Ray" Passailaigue,)
)
 Plaintiff,)
)
 v.)
)
 Henry Kuznik, Alfred L. Saad, III,)
 Paul D. Hollen, III, and Thornwell)
 Partners, LLC)
)
 Defendants.)
 _____)

IN THE COURT OF COMMON PLEAS
 NINTH JUDICIAL CIRCUIT
 CASE NO.: 2013-CP-10-1647

AMENDED COMPLAINT
 (Jury Trial Demanded)

FILED
 2014 MAR 17 PM 12:51
 JOYCE L. HAYSTRONG
 CLERK OF COURT
 BY _____

The Plaintiff, complaining of the Defendants set forth in the above caption, alleges as follows:

1. Plaintiff Virgil "Ray" Passailaigue (hereinafter referred to as "Plaintiff Passailaigue" or "Passailaigue") is a citizen and resident of Charleston County, South Carolina.
2. Defendant Henry Kuznik, upon information and belief, is a resident and citizen of the State of South Carolina, county of Charleston.
3. Defendant Alfred L. Saad, III upon information and belief, is a resident and citizen of the State of South Carolina, county of Richland.
4. Defendant Paul D. Hollen, III upon information and belief, is a resident and citizen of the State of South Carolina, county of Charleston.
5. Defendant Thornwell Partners, LLC, upon information and belief, is a limited liability company organized and existing pursuant to the laws of the State of South Carolina, has its principal place of business in Greenville County, South Carolina, and maintains a registered office at 1249 S. Pleasantburg Dr., Greenville, SC, 29605.

6. The most substantial acts and/or omissions that give rise to this action occurred in Charleston County, South Carolina.
7. Jurisdiction and venue are proper.
8. Plaintiff Passailaigue is the successor in interest to Passailaigue Homes, Inc. which was dissolved on or about September 12, 2011.
9. Plaintiff Passailaigue has a personal stake in the subject matter of this litigation and is the interested party in any and all promissory notes and unconditional guarantees executed by Defendants Kuzik, Defendant Saad, Defendant Hollen, and/or Defendant Thornwell Partners, LLC for the benefit of Plaintiff Passailaigue and/or Passailaigue Homes, Inc.
10. On or about November 7, 2008, Defendant Thornwell Partners, LLC made, executed and delivered to Plaintiff Passailaigue their certain Promissory Note in writing, whereby Defendant Thornwell Partners, LLC promised to pay to the order of Passailaigue Homes, Inc., the principal sum of One Hundred Thirty Thousand and 00/100 (\$130,000.00) Dollars, together with interest thereon as stated in the Promissory Note, payable pursuant to the terms and conditions stated in the Promissory Note. A copy of the Promissory Note is attached hereto as Exhibit A.
11. Defendant Kuznik, Defendant Saad, and Defendant Hollen each executed unconditional guarantees whereby each defendant unconditionally guaranteed the due and punctual payment of all principal interest and any other amounts due under the above mentioned Promissory Note among other documents. Copies of the unconditional guarantees have been attached hereto as Exhibit B.
12. Although the Promissory Note promised to pay Passailaigue Homes, Inc., the intentions of the parties were for Plaintiff Passailaigue to receive the benefit of the Promissory

Note. The name Passailaigue Homes, Inc. being used in the subject promissory note has no effect on each of the defendant's liability on the Promissory Note.

13. Pursuant to the terms and conditions of the Promissory Note, Defendant Thornwell Partners, LLC was required to repay the sum in its entirety from the proceeds of the future sale of the property known as the Dassinger tract and consisting of two parcels further identified as Lot A 17 acres, TMS No. 395-00-00-001 and Lot B 28.15 acres TMS No. 395-00-00-003, Charleston County, South Carolina.

14. The parties agreed that the loan period would be for twenty-four (24) months beginning November 7, 2008 with the right to one additional extension of twenty-four (24) months if the parcels remained unsold.

15. Further, Defendants Hollen, Saad, and Kuznik agreed that the Promissory Note would be secured by each of their partnership interests in Thornwell Partners, LLC.

16. Upon information and belief, the parcel identified as Lot B consisting of 28.15 acres with TMS No.: 395-00-00-003 was sold by Thornwell Partners, LLC on October 28, 2011 for Two Million and 00/100 (\$2,000,000.00) Dollars.

17. Upon further information and belief, the parcel identified as Lot A consisting of 17 acres with TMS No.: 395-00-00-001 remains unsold and in the possession of Thornwell Partners, LLC.

18. The Plaintiff has an interest in the lot identified above as Lot A consisting of 17 acres with TMS No.: 395-00-00-001.

19. On May 25, 2012, Plaintiff Passailaigue's attorney, sent Defendants a letter demanding payment of the full amount of the Promissory Note, a copy of which letter is attached hereto as Exhibit C.

20. Defendants have failed to make payments to Plaintiff Passailaigue and are in default under the terms and conditions of the Note.

21. All conditions precedent to the filing of this lawsuit, and to the right of recovery of Plaintiff from Defendants as requested in this Complaint have been performed or have occurred.

22. There is now due and owing to the Plaintiff on the Note the principal balance of One Hundred Thirty Thousand and 00/100 (\$130,000.00) Dollars with interest thereon at three (3%) percent per annum above the default interest rate as stated in the Promissory Note from October 28, 2011, the date Lot B consisting of 28.15 acres with TMS No.: 395-00-00-003 was sold by Thornwell Partners, LLC, as well as late fees and other charges that may become due pursuant to the terms and conditions of the Note.

23. The default interest rate to be applied should be that as outline in S.C. Code Ann. §34-31-20.


24. Pursuant to the terms of the Promissory Note, Plaintiff is entitled to all expenses of collection and to reasonable attorney's fees.

25. The Plaintiff is entitled to an order of this court granting immediate judgment against Defendants in the amount due and owing under the Promissory Note to be determined by the court.

WHEREFORE, Plaintiff demands a trial by jury and respectfully requests that the court award the following relief:

- (a) That the Court find for the Plaintiff as to all allegations made in the Amended Complaint;

- (b) That the amount due on the Promissory Note be ascertained and determined under the direction of this Court and judgment be entered immediately against the Defendants;
- (c) That the Court find the Plaintiff is the successor in interest to Passailaigue Homes, Inc., and is the real party in interest in this matter;
- (d) That the Court find the Plaintiff owns the interest in the real property at issue and order that the same be transferred to Plaintiff;
- (e) Payment by Defendants of all costs, expenses, fees, and attorneys fees incurred by Plaintiff;
- (f) All such other and further relief as may be just, prudent, and proper.

THE RICHTER FIRM, LLC
By: 
Lawrence E. Richter, Jr.
Patrick T. Napski
622 Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464
P: (843) 849-6000
F: (843) 881-1400

ATTORNEYS FOR THE PLAINTIFF

Mt. Pleasant, South Carolina
Dated: March 5, 2014

EXHIBIT A

PROMISSORY NOTE

\$130,000.00

Charleston, South Carolina
November 7, 2008

FOR VALUE RECEIVED, THORNWELL PARTNERS, LLC, a South Carolina limited liability company (the "Borrower"), promises to pay to the order of Passailaigue Homes, a South Carolina Corporation (the "Lender") the principal sum of \$130,000.00. This sum is to be repaid in its entirety from the net proceeds from the future sales of the property known as the Dassinger tract and consisting of two parcels further identified as Lot A 17 acres TMS No. 395-00-00-001 and Lot B 28.15 acres TMS No. 395-00-00-003, Charleston County, South Carolina.

The loan period is to be 24 months. The lender grants the irrevocable right to one extension of 24 months, *IF PROPERTY REMAINS UNSOLD. ONE RR*

All installments of principal are payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment; and in the event of (a) failure to pay this Note in full on the Maturity Date, or (b) default in the payment of any other installment of interest or principal or any other sum payable pursuant to the terms of this Note or any lien document securing this Note, not cured within ten (10) days after written notice from Lender, or (c) an "Event of Default" as such term is defined in the Loan Agreement executed of even date between Borrower and Lender (the "Loan Agreement"), then or at any time thereafter, at the option of Lender, the whole of the principal sum then remaining unpaid hereunder together with all interest accrued thereon, shall immediately become due and payable without further notice, and the lien given to secure the payment of this Note may be foreclosed. From and after the maturity of this Note either according to its terms or as the result of a declaration of maturity, the entire principal remaining unpaid hereunder shall bear interest at a rate of three (3%) percent per annum above the rate otherwise in effect hereunder (the "Default Rate"), or the highest applicable lawful rate, whichever is the lesser; provided that there shall be no automatic reduction to the highest lawful rate as to Borrower or any endorser or guarantor barred by law from availing itself in any action or proceeding of the defense of usury, or Borrower or any endorser or guarantor barred or exempted from the operation of any law limiting the amount of interest that may be paid for the loan or use of money, or in the event this transaction, because of its amount or purpose or for any other reason is exempt from the operation of any statute limiting the amount of interest that may be paid for the loan or use of money. Failure to exercise such option or any other rights Lender may in the event of any such default be entitled to, shall not constitute a waiver of the right to exercise such option or any other rights in the event of any subsequent default, whether of the same or different nature.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceedings, Borrower promises to pay all expenses of collection and reasonable attorney's fees incurred by Lender.

This Note is secured by the partnership interests held by Paul D. Hollen III, Alfred L. Saad and Henry Kuznik as defined in the Second Amended and Restated Operating Agreement of Thornwell Partners LLC dated November 7, 2008.

Borrower and all endorsers, guarantors and all persons liable or to become liable on this Note waive presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note, and consent to any and all renewals and extensions of the time of payment hereof, and agree, further,

that at any time and from time to time without notice, the terms of payment herein may be modified without in anywise affecting the liability of any party to this instrument or any person liable with respect to any indebtedness evidenced hereby.

Lender is not required to rely on the collateral for the payment of the Note in the event of default by the maker, but may proceed directly against the maker, endorsers, or guarantors, if any, in such manner as it deems desirable. None of the rights and remedies of Lender hereunder is to be waived or affected by failure or delay to exercise them. All remedies conferred on Lender by this Note or any other instrument or agreement shall be cumulative, and none is exclusive. Such remedies may be exercised concurrently or consecutively at Lender's option.

Borrower shall have the option of prepaying the principal amount due under this Note in whole or in part without penalty.

This Note shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws and decisions of the State of South Carolina.

Wherever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note or portion thereof shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

This Note may be assigned by Lender with or without recourse.

Borrower submits to the jurisdiction of any court of competent jurisdiction within the State of South Carolina. Borrower agrees that any action concerning this Note or any instrument securing this Note, whether initiated by Lender, Borrower or any other party, shall be tried only in a court of competent jurisdiction within the State of South Carolina, and Borrower waives all objections to venue.

WAIVER OF JURY TRIAL. BY THE EXECUTION HEREOF, BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY HEREBY AGREES THAT:

(A) NEITHER BORROWER NOR LENDER, NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF BORROWER OR LENDER, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE ARISING FROM OR BASED UPON THIS NOTE, THE LOAN AGREEMENT (IF ANY) OR ANY OF THE LOAN DOCUMENTS EVIDENCING, SECURING, OR RELATING TO THE LOAN EVIDENCED HEREBY, OR TO THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES HERETO;

(B) NEITHER BORROWER NOR LENDER WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED;

(C) THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS;

(D) NEITHER BORROWER NOR LENDER HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES; AND

(E) THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN EVIDENCED BY THIS NOTE.

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

THORNWELL INVESTMENTS, LLC

By: 

Alfred L. Sand, III, Member

By: 

Paul D. Hollen, III, Member

By: 

Henry Kuznik, Member

EXHIBIT B

UNCONDITIONAL GUARANTY

November 7, 2008

WHEREAS, THORNWELL PARTNERS, LLC, a South Carolina limited liability company (the "Borrower"), has borrowed the sum of up to \$130,000.00 from Passailaigue Homes, a South Carolina corporation (the "Lender") pursuant to a promissory note from Borrower to Lender dated of even date herewith (the "Note"); and

WHEREAS, Lender is unwilling to make the loan to Borrower evidenced by the Note unless it receives an unconditional and continuing joint and several guaranty from Alfred L. Saad (hereinafter collectively termed "Guarantor"), covering all "Obligations of Borrower" as hereinafter defined:

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, Guarantor (jointly and severally, if more than one) hereby absolutely and unconditionally guarantees to Lender and its successors and assigns the due and punctual payment of all principal, interest and any other amounts due or to become due, whether by acceleration or otherwise, under the Note, or the Loan Agreement and the performance of any and all obligations of Borrower under the Loan Agreement, the Note, and all other documents executed by Borrower securing or relating to the Note (the Note, the Loan Agreement, and all such other documents are sometimes referred to collectively herein as the "Loan Documents"), and including all renewals, extensions and/or modifications thereof, plus all interest, costs and reasonable attorneys' fees of Lender (all of such liabilities and obligations of Borrower to Lender being hereinafter collectively termed "Obligations of Borrower").

This Guaranty is in addition to and is not intended to supersede any prior existing Guaranty of Guarantor.

In order to implement the foregoing and as additional inducements to Lender, Guarantor further covenants and agrees as follows:

1. This Guaranty is and shall remain an unconditional and continuing guaranty of payment and not of collection, shall remain in full force and effect irrespective of any interruption(s) in the business or other dealings and relations of Borrower and Lender and shall apply to and guarantee the due and punctual payment of all Obligations of Borrower due by Borrower to Lender.
2. TIME IS OF THE ESSENCE HEREOF. Any notice to Guarantor shall be sufficiently given if mailed to the address of Guarantor shown below.
3. This Guaranty Agreement constitutes the entire agreement between the parties, and no waivers or modifications shall be valid unless they are reduced to writing, duly executed by the party to be charged thereby, and expressly approved in writing by an officer of Lender actually involved in the transactions being guaranteed hereby.
4. Guarantor agrees that Guarantor's liability hereunder shall not be diminished by any failure on the part of Lender to perfect (by filing, recording or otherwise) any security interest it may have in any property securing this Unconditional Guaranty Agreement and/or the Obligations of Borrower secured hereby and hereunder.

5. If Borrower is an organization, this Guaranty covers all Obligations of Borrower purporting to be created or undertaken on behalf of such organization by any officer, partner, manager or agent of such organization, without regard to the actual authority of any such officer, partner, manager or agent, whether or not corporate resolutions, proper or otherwise, are given by any corporate Borrower to Lender, and/or whether or not such purported organizations are legally chartered or organized.

6. This Unconditional Guaranty Agreement shall be binding upon Guarantor, and the heirs, executors, administrators, successors and assigns of Guarantor; and it shall inure to the benefit of, and be enforceable by, Lender and its successors, transferees and assigns. It further shall be deemed to have been made under and shall be governed by the Laws of the State of South Carolina in all respects, including matters of construction, validity and performance.

7. No waiver by Lender of any default by Guarantor or Borrower shall operate as a waiver of any other default or of the same default on a future occasion. If more than one person has signed this Guaranty Agreement, such parties are jointly and severally obligated hereunder. The term "Guarantor," as used herein, shall (if signed by more than one person) mean the "Guarantors and each of them." If any Guarantor shall be a partnership, the obligations, liabilities and agreements on the part of such Guarantor shall remain in full force and effect and fully applicable notwithstanding any changes in the individuals composing the partnership. Further, the term "Guarantor" shall include in such event any altered or successor partnerships, it being also understood that the predecessor partnership and its partners shall not thereby be released from any obligations or liabilities hereunder. Lender, or any other holder hereof, may correct patent errors in this Agreement.

8. **EVENTS OF DEFAULT.** Guarantor shall be in default under this Guaranty Agreement upon the happening of any of the following events, circumstances or conditions, namely:

a) Failure of Guarantor to pay its obligations hereunder immediately upon demand after a default in the payment of the Obligations of Borrower or in the payment or performance of any other obligations or of any covenant, warranty or liability contained or referred to herein, or contained or referred to in the Loan Agreement, the Mortgage or any other Loan Document; or

b) Any warranty, representation or statement made or furnished to Lender by or on behalf of Guarantor in connection with this Guaranty Agreement or to induce Lender to extend credit or otherwise deal with either Borrower or Guarantor proving to have been false in any material respect when made or furnished; or

c) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any State or Federal Bankruptcy or Insolvency Laws by or against any Guarantor (unless Lender, in its reasonable discretion, accepts a substitute guarantor); or

d) The assertion or making of any seizure, vesting or intervention by or under authority of any government by which the management of Guarantor or Borrower is displaced or their authority in the conduct of their business(es) is curtailed; or


e) Material adverse change in the financial position of Guarantor (unless Lender, in its reasonable discretion, accepts a substitute guarantor)


9. REMEDIES UPON DEFAULT. Upon the occurrence of any of the *foregoing* events, circumstances, or conditions of default, all of the obligations evidenced herein or guaranteed hereby shall immediately be due and payable without notice. Further, Lender shall then have all of the rights and remedies granted hereunder, and all of the rights and remedies of a secured party and/or holder-in-due-course under the South Carolina Uniform Commercial Code and/or under other Laws of South Carolina.


10. Any provision hereof to the contrary notwithstanding, to the extent Guarantor is determined to be an "insider" as such term is used in the United States Bankruptcy Code or cases thereunder, Guarantor waives any right (whether established by contract or statute or otherwise available at law or in equity) to reimbursement, indemnity, subrogation, contribution or other such claim against Lender, Borrower or any other guarantor or any other person primarily or secondarily liable for any Obligations of Borrower with respect to any disbursement or payment made by Guarantor under or in connection with this Guaranty or otherwise.

11. Guarantor submits to the jurisdiction of any court of competent jurisdiction within the State of South Carolina. Guarantor agrees that any action concerning this Agreement or the debts guaranteed hereby, whether initiated by Lender, Borrower, Guarantor or any other party, shall be tried only in a court of competent jurisdiction within the State of South Carolina, and Guarantor waives all objections to venue. All matters arising hereunder shall be determined in accordance with the law and practice of such South Carolina court. Guarantor further agrees to comply with all requirements necessary to give such court in personam jurisdiction and agrees that service of process may be accomplished by, in addition to any other lawful means, certified mail, return receipt requested, to Guarantor at Guarantor's address set forth below or any new address of which Lender has been notified by Guarantor in writing.

Witnesses:






Alfred L. Saad III (SEAL)

UNCONDITIONAL GUARANTY

November 17, 2008

WHEREAS, THORNWELL PARTNERS, LLC, a South Carolina limited liability company (the "Borrower"), has borrowed the sum of up to \$130,000.00 from Passailaigue Homes, a South Carolina corporation (the "Lender") pursuant to a promissory note from Borrower to Lender dated of even date herewith (the "Note"); and

WHEREAS, Lender is unwilling to make the loan to Borrower evidenced by the Note unless it receives an unconditional and continuing joint and several guaranty from Henry Kuznik (hereinafter collectively termed "Guarantor"), covering all "Obligations of Borrower" as hereinafter defined.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, Guarantor (jointly and severally, if more than one) hereby absolutely and unconditionally guarantees to Lender and its successors and assigns the due and punctual payment of all principal, interest and any other amounts due or to become due, whether by acceleration or otherwise, under the Note, or the Loan Agreement and the performance of any and all obligations of Borrower under the Loan Agreement, the Note, and all other documents executed by Borrower securing or relating to the Note (the Note, the Loan Agreement, and all such other documents are sometimes referred to collectively herein as the "Loan Documents"), and including all renewals, extensions and/or modifications thereof, plus all interest, costs and reasonable attorneys' fees of Lender (all of such liabilities and obligations of Borrower to Lender being hereinafter collectively termed "Obligations of Borrower").

This Guaranty is in addition to and is not intended to supersede any prior existing Guaranty of Guarantor.

In order to implement the foregoing and as additional inducements to Lender, Guarantor further covenants and agrees as follows:

1. This Guaranty is and shall remain an unconditional and continuing guaranty of payment and not of collection, shall remain in full force and effect irrespective of any interruption(s) in the business or other dealings and relations of Borrower and Lender and shall apply to and guarantee the due and punctual payment of all Obligations of Borrower due by Borrower to Lender.

2. TIME IS OF THE ESSENCE HEREOF. Any notice to Guarantor shall be sufficiently given if mailed to the address of Guarantor shown below.

3. This Guaranty Agreement constitutes the entire agreement between the parties, and no waivers or modifications shall be valid unless they are reduced to writing, duly executed by the party to be charged thereby, and expressly approved in writing by an officer of Lender actually involved in the transactions being guaranteed hereby.

4. Guarantor agrees that Guarantor's liability hereunder shall not be diminished by any failure on the part of Lender to perfect (by filing, recording or otherwise) any security interest it may have in any property securing this Unconditional Guaranty Agreement and/or the Obligations of Borrower secured hereby and hereunder.

5. If Borrower is an organization, this Guaranty covers all Obligations of Borrower purporting to be created or undertaken on behalf of such organization by any officer, partner, manager or agent of such organization, without regard to the actual authority of any such officer, partner, manager or agent, whether or not corporate resolutions, proper or otherwise, are given by any corporate Borrower to Lender, and/or whether or not such purported organizations are legally chartered or organized.

6. This Unconditional Guaranty Agreement shall be binding upon Guarantor, and the heirs, executors, administrators, successors and assigns of Guarantor; and it shall inure to the benefit of, and be enforceable by, Lender and its successors, transferees and assigns. It further shall be deemed to have been made under and shall be governed by the Laws of the State of South Carolina in all respects, including matters of construction, validity and performance.

7. No waiver by Lender of any default by Guarantor or Borrower shall operate as a waiver of any other default or of the same default on a future occasion. If more than one person has signed this Guaranty Agreement, such parties are jointly and severally obligated hereunder. The term "Guarantor," as used herein, shall (if signed by more than one person) mean the "Guarantors and each of them." If any Guarantor shall be a partnership, the obligations, liabilities and agreements on the part of such Guarantor shall remain in full force and effect and fully applicable notwithstanding any changes in the individuals composing the partnership. Further, the term "Guarantor" shall include in such event any altered or successor partnerships, it being also understood that the predecessor partnership and its partners shall not thereby be released from any obligations or liabilities hereunder. Lender, or any other holder hereof, may correct patent errors in this Agreement.

8. **EVENTS OF DEFAULT.** Guarantor shall be in default under this Guaranty Agreement upon the happening of any of the following events, circumstances or conditions, namely:

a) Failure of Guarantor to pay its obligations hereunder immediately upon demand after a default in the payment of the Obligations of Borrower or in the payment or performance of any other obligations or of any covenant, warranty or liability contained or referred to herein, or contained or referred to in the Loan Agreement, the Mortgage or any other Loan Document; or

b) Any warranty, representation or statement made or furnished to Lender by or on behalf of Guarantor in connection with this Guaranty Agreement or to induce Lender to extend credit or otherwise deal with either Borrower or Guarantor proving to have been false in any material respect when made or furnished; or

c) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any State or Federal Bankruptcy or Insolvency Laws by or against any Guarantor (unless Lender, in its reasonable discretion, accepts a substitute guarantor); or

d) The assertion or making of any seizure, vesting or intervention by or under authority of any government by which the management of Guarantor or Borrower is displaced or their authority in the conduct of their business(es) is curtailed; or

c) Material adverse change in the financial position of Guarantor (unless Lender, in its reasonable discretion, accepts a substitute guarantor).

9. REMEDIES UPON DEFAULT. Upon the occurrence of any of the foregoing events, circumstances, or conditions of default, all of the obligations evidenced herein or guaranteed hereby shall immediately be due and payable without notice. Further, Lender shall then have all of the rights and remedies granted hereunder, and all of the rights and remedies of a secured party and/or holder-in-due-course under the South Carolina Uniform Commercial Code and/or under other Laws of South Carolina.

10. Any provision hereof to the contrary notwithstanding, to the extent Guarantor is determined to be an "insider" as such term is used in the United States Bankruptcy Code or cases thereunder, Guarantor waives any right (whether established by contract or statute or otherwise available at law or in equity) to reimbursement, indemnity, subrogation, contribution or other such claim against Lender, Borrower or any other guarantor or any other person primarily or secondarily liable for any Obligations of Borrower with respect to any disbursement or payment made by Guarantor under or in connection with this Guaranty or otherwise.

11. Guarantor submits to the jurisdiction of any court of competent jurisdiction within the State of South Carolina. Guarantor agrees that any action concerning this Agreement or the debts guaranteed hereby, whether initiated by Lender, Borrower, Guarantor or any other party, shall be tried only in a court of competent jurisdiction within the State of South Carolina, and Guarantor waives all objections to venue. All matters arising hereunder shall be determined in accordance with the law and practice of such South Carolina court. Guarantor further agrees to comply with all requirements necessary to give such court in personam jurisdiction and agrees that service of process may be accomplished by, in addition to any other lawful means, certified mail, return receipt requested, to Guarantor at Guarantor's address set forth below or any new address of which Lender has been notified by Guarantor in writing.

Witnesses:

Wendy Keenan
Laura Felt

Henry Kuznik (SEAL)
Henry Kuznik

UNCONDITIONAL GUARANTY

November 14, 2008

WHEREAS, THORNWELL PARTNERS, LLC, a South Carolina limited liability company (the "Borrower"), has borrowed the sum of up to \$130,000.00 from Passailaigue Homes, a South Carolina corporation (the "Lender") pursuant to a promissory note from Borrower to Lender dated of even date herewith (the "Note"); and

WHEREAS, Lender is unwilling to make the loan to Borrower evidenced by the Note unless it receives an unconditional and continuing joint and several guaranty from Paul D. Hollen III (hereinafter collectively termed "Guarantor"), covering all "Obligations of Borrower" as hereinafter defined.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, Guarantor (jointly and severally, if more than one) hereby absolutely and unconditionally guarantees to Lender and its successors and assigns the due and punctual payment of all principal, interest and any other amounts due or to become due, whether by acceleration or otherwise, under the Note, or the Loan Agreement and the performance of any and all obligations of Borrower under the Loan Agreement, the Note, and all other documents executed by Borrower securing or relating to the Note (the Note, the Loan Agreement, and all such other documents are sometimes referred to collectively herein as the "Loan Documents"), and including all renewals, extensions and/or modifications thereof, plus all interest, costs and reasonable attorneys' fees of Lender (all of such liabilities and obligations of Borrower to Lender being hereinafter collectively termed "Obligations of Borrower").

This Guaranty is in addition to and is not intended to supersede any prior existing Guaranty of Guarantor

In order to implement the foregoing and as additional inducements to Lender, Guarantor further covenants and agrees as follows:

1. This Guaranty is and shall remain an unconditional and continuing guaranty of payment and not of collection, shall remain in full force and effect irrespective of any interruption(s) in the business or other dealings and relations of Borrower and Lender and shall apply to and guarantee the due and punctual payment of all Obligations of Borrower due by Borrower to Lender.

2. TIME IS OF THE ESSENCE HEREOF. Any notice to Guarantor shall be sufficiently given if mailed to the address of Guarantor shown below.

3. This Guaranty Agreement constitutes the entire agreement between the parties, and no waivers or modifications shall be valid unless they are reduced to writing, duly executed by the party to be charged thereby, and expressly approved in writing by an officer of Lender actually involved in the transactions being guaranteed hereby.

4. Guarantor agrees that Guarantor's liability hereunder shall not be diminished by any failure on the part of Lender to perfect (by filing, recording or otherwise) any security interest it may have in any property securing this Unconditional Guaranty Agreement and/or the Obligations of Borrower secured hereby and hereunder.

5. If Borrower is an organization, this Guaranty covers all Obligations of Borrower purporting to be created or undertaken on behalf of such organization by any officer, partner, manager or agent of such organization, without regard to the actual authority of any such officer, partner, manager or agent, whether or not corporate resolutions, proper or otherwise, are given by any corporate Borrower to Lender, and/or whether or not such purported organizations are legally chartered or organized.

6. This Unconditional Guaranty Agreement shall be binding upon Guarantor, and the heirs, executors, administrators, successors and assigns of Guarantor; and it shall inure to the benefit of, and be enforceable by, Lender and its successors, transferees and assigns. It further shall be deemed to have been made under and shall be governed by the Laws of the State of South Carolina in all respects, including matters of construction, validity and performance.

7. No waiver by Lender of any default by Guarantor or Borrower shall operate as a waiver of any other default or of the same default on a future occasion. If more than one person has signed this Guaranty Agreement, such parties are jointly and severally obligated hereunder. The term "Guarantor," as used herein, shall (if signed by more than one person) mean the "Guarantors and each of them." If any Guarantor shall be a partnership, the obligations, liabilities and agreements on the part of such Guarantor shall remain in full force and effect and fully applicable notwithstanding any changes in the individuals composing the partnership. Further, the term "Guarantor" shall include in such event any altered or successor partnerships, it being also understood that the predecessor partnership and its partners shall not thereby be released from any obligations or liabilities hereunder. Lender, or any other holder hereof, may correct patent errors in this Agreement.

8. **EVENTS OF DEFAULT.** Guarantor shall be in default under this Guaranty Agreement upon the happening of any of the following events, circumstances or conditions, namely:

a) Failure of Guarantor to pay its obligations hereunder immediately upon demand after a default in the payment of the Obligations of Borrower or in the payment or performance of any other obligations or of any covenant, warranty or liability contained or referred to herein, or contained or referred to in the Loan Agreement, the Mortgage or any other Loan Document; or

b) Any warranty, representation or statement made or furnished to Lender by or on behalf of Guarantor in connection with this Guaranty Agreement or to induce Lender to extend credit or otherwise deal with either Borrower or Guarantor proving to have been false in any material respect when made or furnished; or

c) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any State or Federal Bankruptcy or Insolvency Laws by or against any Guarantor (unless Lender, in its reasonable discretion, accepts a substitute guarantor); or

d) The assertion or making of any seizure, vesting or intervention by or under authority of any government by which the management of Guarantor or Borrower is displaced or their authority in the conduct of their business(es) is curtailed; or

e) Material adverse change in the financial position of Guarantor (unless Lender, in its reasonable discretion, accepts a substitute guarantor).

9. REMEDIES UPON DEFAULT. Upon the occurrence of any of the foregoing events, circumstances, or conditions of default, all of the obligations evidenced herein or guaranteed hereby shall immediately be due and payable without notice. Further, Lender shall then have all of the rights and remedies granted hereunder, and all of the rights and remedies of a secured party and/or holder-in-due-course under the South Carolina Uniform Commercial Code and/or under other Laws of South Carolina.

10. Any provision hereof to the contrary notwithstanding, to the extent Guarantor is determined to be an "insider" as such term is used in the United States Bankruptcy Code or cases thereunder, Guarantor waives any right (whether established by contract or statute or otherwise available at law or in equity) to reimbursement, indemnity, subrogation, contribution or other such claim against Lender, Borrower or any other guarantor or any other person primarily or secondarily liable for any Obligations of Borrower with respect to any disbursement or payment made by Guarantor under or in connection with this Guaranty or otherwise.

11. Guarantor submits to the jurisdiction of any court of competent jurisdiction within the State of South Carolina. Guarantor agrees that any action concerning this Agreement or the debts guaranteed hereby, whether initiated by Lender, Borrower, Guarantor or any other party, shall be tried only in a court of competent jurisdiction within the State of South Carolina, and Guarantor waives all objections to venue. All matters arising hereunder shall be determined in accordance with the law and practice of such South Carolina court. Guarantor further agrees to comply with all requirements necessary to give such court in personam jurisdiction and agrees that service of process may be accomplished by, in addition to any other lawful means, certified mail, return receipt requested, to Guarantor at Guarantor's address set forth below or any new address of which Lender has been notified by Guarantor in writing.

Witnesses:

Wendy Keenan
Laura Johnson

Paul D. Hollen III (SEAL)

EXHIBIT C

THE RICHTER FIRM, LLC

Attorneys & Counselors at Law
622 Johnnie Dodds Boulevard
Mount Pleasant, South Carolina 29464

Lawrence E. Richter, Jr.
William Bee Ravenel Lewis
Alice Anne Richter Lehrman
Aaron E. Edwards

Telephone: (843) 849-6000
Telefax: (843) 881-1400

May 25, 2012

Paul D. Hollen, III
203 Forest Trail
Isle of Palms, SC 29451

Henry Kuznik
Henry Kuznik Realty
2119 Savannah Highway
Charleston, SC 29414

Albert L. Saad, III
Great Southern Corporation
1201 Hampton Street, Suite 2B
Columbia, SC 29201

Dear Sirs:

Please be advised that I have been asked to represent the interests of Passailaigue Homes and my friend, Ray Passailaigue, in all matters relating to that certain promissory note made by Alfred L. Saad, III, Paul D. Hollen, III, and Henry Kuznik in favor of Passailaigue Homes in the principal amount of \$130,000.00, which note was made on the 7th day of November 2008.

As you are aware, payment is overdue a considerable period of time now and I would appreciate you contacting me at 843-849-6000 so that we may resolve this matter without the necessity of litigation. Please further be advised that I am instructed by my client to effectuate a resolution within fifteen days of the date of this letter or institute suit to enforce the obligation.

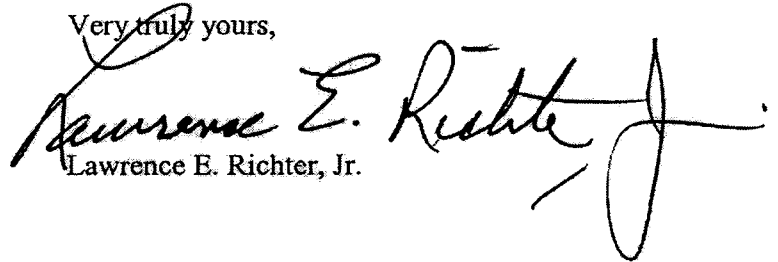
Lastly, please be reminded that, in addition to being a maker of the subject note, you have also executed a personal guarantee agreement. Computing interest at the rate in the most favorable construction to the makers, it appears to me that using a maturity date of November 7, 2010 and applying interest thereafter only and non compounded, going forward the note bears a minimum interest rate of 3%. Using that as a basis of

calculation, without compounding, it appears that the principal and interest total due pursuant to this note is \$135,255.25 as of June 1, 2012.

Please do not delay in contacting me about this matter. Among other things, the note provides that the makers are responsible for all costs incurred, and those will be substantially increased should there not be the kind of cooperation that is anticipated by this courteous and generous demand for payment.

Looking forward to hearing from you soon, I am

Very truly yours,

A handwritten signature in black ink, appearing to read "Lawrence E. Richter, Jr.", with a large, stylized flourish extending to the right.

Lawrence E. Richter, Jr.

LER/lwh

cc: Ray Passailaigue

RECEIVED
JAN 20 2015
CLERK OF COURT

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

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SC Court of Appeals

