

STATE OF SOUTH CAROLINA
COUNTY OF CHEROKEE
BRANCH BANKING AND TRUST
COMPANY,

Plaintiff,

vs.

PAPA OIL CO., LLC a/k/a PAPA OIL, LLC,
ANJAY R. PATEL, DEVANG AMIN, and
GUPTESHWAR PATHAK,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2011 CP 110722

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JUN 23 2015

SC Court of Appeals

ORDER OF JUDGMENT

FILED IN OFFICE OF
CLERK OF COURT
CHEROKEE COUNTY, S
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BRANDY W. MCBEE

IT APPEARING that the parties having appeared before this Court on Tuesday, February 24, 2015 regarding the non-jury trial of the above-referenced matter. The Plaintiff, Branch Banking and Trust Company, was represented by Alex Timmons of Clawson and Staubes, LLC. Defendants Papa Oil Co., LLC a/k/a Papa Oil, LLC and Devang Amin were represented by Craig Allen. Defendant Gupteshwar Pathak was represented by Scott Talley.

IT FURTHER APPEARING that the Plaintiff Branch Banking and Trust Company presented its case against Defendant Papa Oil Co., LLC a/k/a Papa Oil, LLC (hereinafter "Papa Oil") on a theory of collection pursuant to a Promissory Note wherein Plaintiff provided credit to Papa Oil in exchange for a promise to pay \$500,000.00, plus interest. At trial, Plaintiff presented evidence which established that Papa Oil defaulted under the terms of the Promissory Note by reason of its failure to make monthly payments when due. As a result, as of the date of trial, there was an outstanding balance of \$76,880.51 in principal and \$22,181.63 in interest, for a total amount outstanding of \$99,062.14. Further, the Promissory Note provides for interest to be recovered in the amount of 8.25% per annum and for the recovery of all costs of collection, including reasonable attorneys fees.

IT FURTHER APPEARING that the Plaintiff Branch Banking and Trust Company presented its case against Defendants Devang Amin and Gupteshwar Pathak on a theory of collection pursuant to Guaranty Agreements wherein said Defendants personally

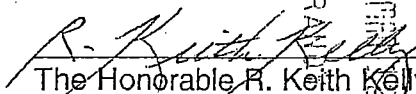
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guaranteed payment of all obligations of Papa Oil; plus costs, fees and any other obligation due Plaintiff under the Promissory Note. The obligations of Defendants Devang Amin and Gupteshwar Pathak pursuant to the Guaranty Agreements are primary, unconditional, and joint and several. As of the date of trial, there was an outstanding balance of \$76,880.51 in principal and \$22,181.63 in interest, for a total amount outstanding of \$99,062.14. Further, the Promissory Note provides for interest to be recovered in the amount of 8.25% per annum and for the recovery of all costs of collection, including reasonable attorneys fees.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Defendants Papa Oil Co., LLC a/k/a Papa Oil, LLC, Devang Amin, and Gupteshwar Pathak, jointly and severally, are obligated to re-pay Plaintiff Branch Banking and Trust Company \$76,880.51 in principal and \$22,181.63 in interest from the date of default through trial, for a total obligation of \$99,062.14. Moreover, Plaintiff is entitled to collect attorneys fees and costs. Pursuant to the terms of the Promissory Note and the Guaranty Agreements, Plaintiff is entitled to attorneys fees in the amount of 15% of the outstanding principal and interest, or \$14,859.32. Pursuant to the affidavit of counsel for Branch Banking and Trust Company, Andrew Carson, plaintiff has incurred costs in the amount of One Thousand Five Hundred Seventy-five and 62/100 Dollars (\$1,575.62). This Order shall be deemed Judgment against the Defendants Papa Oil Co., LLC a/k/a Papa Oil, LLC, Devang Amin, and Gupteshwar Pathak, jointly and severally, for the principal and interest in the amount of Ninety-nine thousand sixty-two and 14/100 Dollars (\$99,062.14), plus attorneys fees in the amount of Fourteen Thousand Eight Hundred Fifty-nine and 32/100 Dollars (\$14,859.32), plus costs in the amount of One Thousand Five Hundred Seventy-five and 62/100 Dollars (\$1,575.62), for a total Judgment of One Hundred Fifteen Thousand Four Hundred Ninety-seven and 08/100 Dollars (\$115,497.08), plus interest at the rate of judgment until paid in full.

IT IS SO ORDERED.

12 March, 2015
Goffney, SC


The Honorable R. Keith Kelly

BRANDY W. MCBEE

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