

5
February 20/2017

To:

Jenny Kitchings
Clerk of Court of the South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201

From:

Alberto Alvarez
17 Latham Dr.
Greenville, South Carolina 29617

I am asking for 90 days extension for final brief description in reference to the Case No.2016-cp-000152. The reason for this extension is because I've been persecuted for the authorities in Greenville County and City, entities and persons that I mention in the list attached.

Evidence No. 1: I was cited to the court for case No.2016CP2301546

Evidence No. 2: The court presented a different case No.2016CP2304912

Evidence No. 3: Copy of the mail citation for hearing posted with date Feb.6/17 and the hearing was on Feb. 13/17, and according to the federal rules, I didn't have the 10 days minimum of notice to prepare for that hearing.

Evidence No.4: I asked for a transcript of testimony and as today I haven't received any information and the Judge have not make a final order decision. Please, I asked you to report this to the pertinent authorities like FBI, CIA, USA Attorney and other entities.

For any additional information you need, please contact me to the email : alvarezenterprisesllc@yahoo.com only and remove any other email address in my record.

Appreciate your collaboration,



ALVAREZ ENTERPRISES LLC.
Alberto Alvarez / Attorney Pro Se
17 Latham Dr.
Greenville SC 29617
864-275-7780
alvarezenterprisesllc@yahoo.com

DATE: February 14, 2017

TO: April P. Herron


P.O. Box 17675

Greenville, SC 29606

FROM: Alberto Alvarez (Alvarez Interprises LLC)(Defendant)

17 Lathan Drive

Greenville, SC ~~29606~~

29617 AA 

RECEIVED

FEB 21 2017

SC Court of Appeals

REF: Transcript Of Testimony request. Case # C.A. No. 2016-CP-23-04912 February 13th at 2:30pm, 2017 (Motion for Temporary Restraining Order/Injunction) and January 17th at 9:30am, 2017 for (Motion To Compel Discovery Responses) of plaintiff: North Hills North Main Plaza, LLC.(Plaintiff)

Dear Ms. Herron:

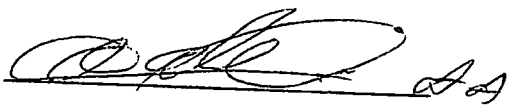
At this time, I am requesting the Transcript Of Testimony on case referenced above.

I will need this information to appeal Final Order of Decision.

The Judge for this case referenced above is: Robin B. Stilwell

If you have any questions please feel free to give me a call at (864) 275-7780 or email: alvarezinterprisesllc@yahoo.com. (Defendant)

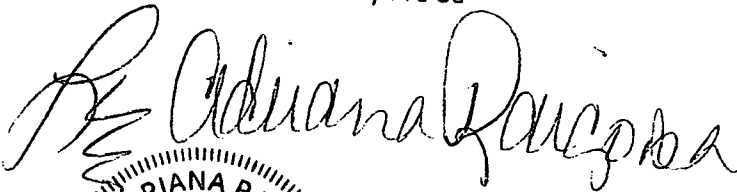
Thank you,

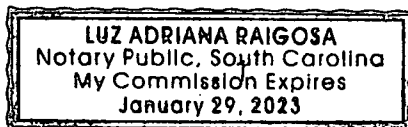
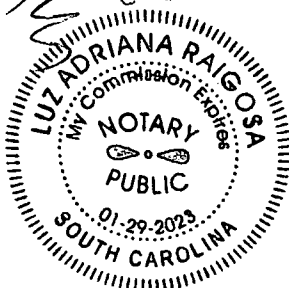


2-14-2017

Alberto Alvarez, Attorney Pro Se

Date





7016 1970 0000 2273 7233

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OFFICIAL USE

Certified Mail Fee	\$3.35	\$0.00
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	\$0.00
<input type="checkbox"/> Adult Signature Required	\$	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$0.49	
Total Postage and Fees	\$3.84	

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02/14/2017

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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

RECEIVED

FEB 21 2017
SC Court of Appeals

STATE OF
SOUTH CAROLINA

NOTICE OF CASE SCHEDULING

December 30, 2016



Case 2016CP2301546 - J Guadalupe Seldano Martinez , plaintiff, et al
vs. Alberto Alvarez has been added to the following Court Roster:

**Roster ID: 560 - NONJURY TRIALS - Feb 13-17, 2016 - Judge Stilwell
-Roster Mtg Mon/9:30**

This case has been assigned as priority 97 of 146 cases scheduled for the court period of
2/13/2017 through 2/17/2017

NON-JURY TRIAL ROSTER #560 - Feb 13-17, 2017 - Judge Robin B Stilwell
ROSTER MEETING Feb 13, 2017 @ 9:30 AM - All Counsel and self-representing
parties attend.

LOCATION: Greenville County Courthouse, 305 East N St, Greenville, SC 29601
This case has been added to the above-referenced CPNJ Trial Roster.
Roster detail is available at: <http://www.greenvillecounty.org/scjd/courtrosters/>.
ATTORNEYS ARE RESPONSIBLE TO NOTIFY PRO-SE PARTIES.
Please contact njcoord@greenvillecounty.org to report case resolution or for scheduling
requests. PENDING MOTIONS IN THIS CASE DO NOT AFFECT THIS TRIAL DATE.

Mail Notice To:

Alberto Alvarez
17 Latham Drive

Greenville, SC 29617

Court Info:

Greenville County Common Pleas
305 East North Street
Greenville County Courthouse
Greenville, SC 29601-2120

If you have any questions regarding the scheduling of this case, please contact the courts at:

(864) 467-8551

Respectfully,

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

**GREENVILLE COUNTY
CIRCUIT COURTROOM ASSIGNMENTS**

FOR THE WEEK OF FEBRUARY 13, 2017

High School Mock Trials Sponsored by the South Carolina Bar -- Saturday, February 18 from 7:30 a.m. to 5:30 p.m.

Courtroom	Judge	Administrative Assistant	Law Clerk	Type of Court	Court Reporter	Courtroom Clerk	Bailiff
1							
2							
3	Caroline Horlbeck			Mental Health Court Wednesday 2:00 p.m.			
4	Perry H. Gravely	Laura Colwell 898-5790		GENERAL SESSIONS Trials and Revocations	Deborah Garrison Post Office Box 27145 Greenville, SC 29616	Lisa Garris lgarris@greenvillecounty.org	George Mackey Mark Page Larry Pryor-Monday
5	Charles B. Simmons, Jr.	Ashley Wardlaw 467-8557		EQUITY COURT Veterans Court Wednesday 8:45	Wanda E. Fudge S. Danette Hanks		James Bond
6	Letitia H. Verdin*	Marchie Newkirk 467-8448	Ian Conits 467-8449	GENERAL SESSIONS Trials	Teresa B. Johnson Post Office Box 2812 Greenville, SC 29602	Mary Troup mtroup@greenvillecounty.org	Dorothy Walker Chris Monson
7	Robin B. Stilwell	Carole Ring 467-8406	Katie Sieber 467-8407	COMMON PLEAS NON-JURY Roster Meeting Monday 9:30 Trials & Motions	April P. Herron Post Office Box 17675 Greenville, SC 29606	Shawn Knox sknox@greenvillecounty.org	Don Ford
8	Edward W. Miller	Karen Pitts 467-8559	Ben Hepner 467-8558	GENERAL SESSIONS Pleas, Bonds, Motions	Lisa M. Scott Post Office 4356 Anderson, SC 29622	Janine Shanney jshanney@greenvillecounty.org	Richard Thompson James Sims

Chief Bailiff: Danny Blackmon 467-8777

Reception Desk: Charles Frazier 467-8599

Security: 467-8475

*Responsible for Qualifying the Jury
Jury Assembly -- Mary Troup and Mark Page

<p>ADR/MEDIATION ROOM Drug Court Parenting Class Tuesday 5:15 p.m. to 7:00 p.m. Amy Snyder Wednesday 10:00 a.m.</p>
--

2/20/17

THE STATE OF SOUTH CAROLINA

In The Court Of Appeals

CASE No: 2016-cp-000152

Reference Mr. Alberto Alvarez/Alvarez enterprises LLC/President - Attorney Pro Se Appellant

List of Persons or Entities with Conflict of Interest and complicity:

1. Honorably Judge Dayana Gables
Greenville County Common Pleas
305 East North St
Greenville County Courthouse
Greenville, SC 29601
2. Honorably Judge Stilwell
Greenville County Common Pleas
305 East North St
Greenville County Courthouse
Greenville, SC 29601
3. Honorably Judge Charles B Simmons Jr
Greenville County Common Pleas
305 East North St
Greenville County Courthouse
Greenville, SC 29601
4. Sheriff Department of Greenville
5. Highway Patrol Department
6. Lawyer Richard Stewart (11 Whitsett St Greenville, SC 29601)
7. Lawyer David Price (318 W Stone Ave Greenville, SC 29609
8. North Hill North Main Plaza LLC
9. Arquitect Bob Eli (505 N Main St. Suite G Greenville SC 29601)
10. Dr Desai/ President of North Hill North Main Plaza LLC
11. Greenville City Police Department (Zoila Lopez)
12. Greenville East Property Management Company
13. Steve Lopez Coordinator of the Court
14. George Lindsey (He is in jail right now)
15. Andrew J. White (Haynsworth Sinkler Boyd, P.A.)

Alberto Alvarez

Evidence #3

Alberto Alvarez
17 Latham Drive
Greenville SC 29617-3126

0525008378590
US POSTAGE
PRIORITY
FROM 29609
FEB 06 2017
\$6.650
stamps.com

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MARZO 2016

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**POR QUÉ
PAGAMOS
TAXES LOS
INMIGRANTES**



**COPA AMERICA
CENTENARIO
— USA 2016 —**

**CALENDARIO
FECHAS
PARTIDOS
Y MÁS**

**RAZONES
POR LAS
QUE TODOS
QUIEREN
Quinta**



8

**DE DIEZ
HISPANOS
NO QUIEREN
A TRUMP**

MUJERES DE IMPACTO

{ZOILA LÓPEZ}

EJEMPLO DE VALENTÍA

DOS MUJERES: COMPROMETIDAS CON EL ARTE Y LA EDUCACION EN GREENVILLE

PHOTO BY DICK STEVENS



Page 1-76

1

Exhibit A.

DAVID R. PRICE, JR., P.A.
ATTORNEYS AT LAW

DAVID R. PRICE, JR.

SAMUEL B. TOOKER

February 6, 2017

Alberto Alvarez, d/b/a Alvarez Enterprises, Inc.
17 Latham Drive
Greenville, South Carolina 29617

**Re: North Hills – North Main Plaza, LLC v. Alberto Alvarez, d/b/a
Alvarez Enterprises, Inc.
C.A. No. 2016-CP-23-04912**

Dear Mr. Alvarez:

Enclosed please find Plaintiff's Motion for Temporary Restraining Order/Injunction and Plaintiff's Motion for Summary Judgment regarding the above-referenced matter along with a Certificate of Service.

Also, I have enclosed a Notice of Hearing for the Motion for Summary Judgment. Please note that the hearing has been scheduled for March 21, 2017 at 2:00 p.m. I have enclosed a Certificate of Service for the Notice of Hearing.

With kindest regards, I remain

Sincerely,

Dawn Brown, paralegal to
David R. Price, Jr.

Enclosures

Mailing Address:
POST OFFICE BOX 2446
GREENVILLE, SC 29602

318 WEST STONE AVENUE
GREENVILLE, SOUTH CAROLINA
29609

Telephone: (864) 271-2636
Facsimile: (864) 271-2637
GREENVILLELEGAL.COM

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE	)	C.A. No.: 2016-CP-23-04912
)	
North Hills – North Main Plaza,)	
)	
Plaintiff,)	
)	
vs.	)	NOTICE OF HEARING
	)	(Summary Judgment)
Alberto Alvarez,)	
d/b/a Alvarez Enterprises, Inc.,)	
)	
Defendant.)	
_____)	

TO THE DEFENDANT ABOVE NAMED:

PLEASE TAKE NOTICE that the hearing on Plaintiff’s Motion for Summary Judgment in this matter has been scheduled and will be held on the 21st day of March, 2017, at 2:00 p.m. at Greenville County Courthouse, 305 East North Street, Greenville, South Carolina 29601.

Greenville, South Carolina
Date: February 6, 2017

s/David R. Price, Jr.
David R. Price, Jr. (S.C. Bar # 75140)
Samuel B. Tooker (S.C. Bar # 78999)
DAVID R. PRICE, JR., P.A.
318 West Stone Avenue (29609)
Post Office Box 2446
Greenville, South Carolina 29602-2446
(864) 271-2636 office
(864) 271-2637 fax
David@GreenvilleLegal.com
Attorneys for Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE	)	C.A. NO.: 2016-CP-23-04912
)	
North Hills – North Main Plaza, LLC;)	
)	
Plaintiffs,	)	PLAINTIFF’S MOTION FOR
	)	SUMMARY JUDGMENT
)	
vs.)	
)	
Alberto Alvarez,)	
d/b/a Alvarez Enterprises, Inc.;)	
)	
Defendants.)	

TO: THE DEFENDANT, ALBERTO ALVAREZ, D/B/A ALVAREZ ENTERPRISES, LLC:

YOU WILL PLEASE TAKE NOTICE that North Hills- North Main, LLC, by and through its undersigned attorney, will move before the Presiding Master-In-Equity Judge for the Greenville County, South Carolina, ten (10) days after service hereof or as soon thereafter as counsel may be heard, for an Order granting Plaintiff Summary Judgment pursuant to Rule 56, *SCRCP*, on the ground that Plaintiff is entitled to judgment as a matter of law on its second cause of action for Eviction of Defendant from Suite N, of the North Main Plaza Shopping Center located at 505 North Main Street, Greenville, South Carolina.

The grounds for said Motion are that on July 11, 2016, Plaintiff personally delivered to Defendant’s dwelling house a letter setting forth written Notice of Default under the Commercial Lease/Purchase Agreement as to Suite A and written Notice of Termination of Month-to-Month Tenancy as to Suite N. True and accurate copies of said written Notice and proof of service is attached hereto as “**Exhibit A.**” As of January 27, 2017, Defendant still had not quit his occupation of Suite N.

Plaintiff’s motion is based upon the pleadings, the Affidavits of T. Harold Jenkins and Dr. Mary Sokhandan, and the substantive law and procedural rules of the State of South Carolina, and such supporting memorandum and additional evidence as may be timely submitted for consideration by the Court.

Respectfully Submitted,

s/ David R. Price, Jr.
David R. Price, Jr. (S.C. Bar # 75140)
Samuel B. Tooker (S.C. Bar # 78999)
DAVID R. PRICE, JR., P.A.
318 West Stone Avenue (29609)
Post Office Box 2446
Greenville, South Carolina 29602-2446
(864) 271-2636 office
(864) 271-2637 fax
David@GreenvilleLegal.com
Attorneys for Plaintiff

Greenville, South Carolina
Date: February 3, 2017



DAVID R. PRICE, JR., P.A.
ATTORNEYS AT LAW

DAVID R. PRICE, JR.

SAMUEL B. TOOKER

July 11, 2016

VIA PERSONAL DELIVERY

Alberto Alvarez, d/b/a Alvarez Enterprises, Inc.
505 North Main Street, Suite N
Greenville, South Carolina 29609

Re: Notice of Default under Commercial Lease/Purchase Agreement
Property Address: 505 North Main St., Suite A, Greenville, SC

Notice of Termination of Month-to-Month Tenancy
Property Address: 505 North Main St., Suite N, Greenville, SC

Notice to Cease and Desist Conversion of Rents
Property Address: 505 North Main St., Greenville, SC

Dear Mr. Alvarez:

This firm represents North Hills-North Main Plaza, LLC ("North Hills-North Main") in regards to your various tenancies at North Main Plaza Shopping Center. My understanding is that you currently occupy Suite N without a written agreement, and you claim a leasehold interest in Suite A pursuant to a Commercial Lease/Purchase Agreement ("Commercial Lease"). Please accept this letter as written notice of default pursuant to the Commercial Lease regarding Suite A, and written notice of the termination of your month-to-month tenancy as to Suite N and any other suite currently occupied by you under an alleged tenancy.

North Hills-North Main's understanding was that you and my client mutually agreed to rescind said Commercial Lease at your request in 2014. However, in or about April 2016 you began asserting a leasehold interest in Suite A pursuant to the Commercial Lease. Accordingly, I am writing to advise you that you are now in default of the Commercial Lease because of your failure to make payments in a timely manner as required under the terms of the Contract for Deed. The Amount Now Due under the terms of the Commercial Lease is \$573,466.23 as of July 11, 2016, plus legal fees and costs in the amount of \$950.00 for a **Total Amount Now Due** in the amount of **\$574,416.23**. The Amount Now Due consists of past due rent from December 31, 2013, totaling \$491,000.00, late charges due pursuant to Section 12.1 of the Commercial Lease totaling \$24,550.00, and Interest pursuant to Section 12.2 totaling \$57,916.23. **Please**

Mailing Address:
POST OFFICE BOX 2446
GREENVILLE, SC 29602

318 WEST STONE AVENUE
GREENVILLE, SOUTH CAROLINA
29609

Telephone: (864) 271-2636
Facsimile: (864) 271-2637
GREENVILLELEGAL.COM

pay the **Total Amount Now Due** by certified bank check or money order delivered to this office within fourteen (14) days of the date of this letter, which would be on or before July 25, 2016. Please note that the **Total Amount Due** is incurring interest at the rate of \$134.16 per day, thus, the amount due on the day you pay past due rent will be greater because of interest, late charges, and other charges that may vary from day to day. Hence, if you pay the **Total Amount Due** as shown above without contacting this office for a full payoff, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (864) 271-2636.

If you fail to cure your default under the Commercial Lease by July 25, 2016, North Hills-North Main shall pursue legal remedies and take such steps as are necessary or desirable to protect his rights under the Commercial Lease and any other instrument(s) evidencing or securing the loan as allowed by applicable law. This includes filing a lawsuit against you, personally, for all rents due under the Commercial Lease, together with interest, late charges, attorney fees, and costs of collection; as well as for a court order for eviction and cancellation of the lease contract.

In addition, please accept this letter as written notice of the termination of your month-to-month tenancy of Suite N at North Main Plaza Shopping Center, as of August 10, 2016, pursuant to S.C. Code § 27-35-120. In the event you are also occupying other suites in North Main Plaza Shopping Center without a written agreement, you should also accept this letter as written notice of the termination of your tenancy in those suites as well. You are still responsible for payment of rent through the date your tenancy ends. In the event you do not pay all rents due and/or fail to quit the premises as demanded, my client will have no choice but to file a lawsuit against you personally for all past due rents plus attorney fees and costs of collection; as well for a court order for eviction.

Finally, it has come to my client's attention that on numerous occasions you have collected rents from other tenants at North Main Plaza Shopping Center and deposited them into your accounts. I have enclosed for your reference copies of two (2) rent checks totaling \$2,700.00 evidencing such conduct. As you know, you are not the owner of North Main Plaza Shopping Center and are not entitled to receive rents. This conduct therefore constitutes an unlawful conversion of funds belonging to my client. **Please accept this letter as notice to immediately cease and desist your collection of rents from other tenants at North Main Plaza Shopping Center, as well as a demand for payment of all funds unlawfully converted by you, also to be paid by certified bank check or money order delivered to this office within fourteen (14) days of the date of this letter.** Failure to deliver all converted funds as demanded by July 25, 2016, will result in my client filing a lawsuit against you personally seeking recovery of the converted funds, together with pre-judgment interest, punitive damages, attorney fees and costs.

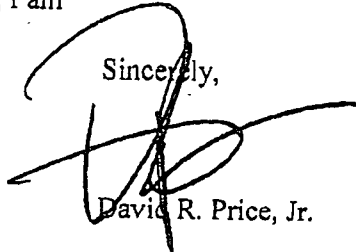
It is my client's preference to resolve these matters amicably rather than through unnecessary litigation. Accordingly, I am authorized to propose the following resolution

to the matters set forth in this letter: If you will quit your occupation of the premises at North Hills Plaza Shopping Center within fourteen (14) days of the date of this letter, and agree, in writing to terminate all rights allegedly held by you pursuant to the above-referenced Commercial Lease, then North Hills-North Main will waive all personal liability by you for payment of past due rents, late charges, interest, attorney fees and costs of collection for Suite A, Suite N, and any other suites at North Main Plaza Shopping Center currently occupied by you. If you are amenable to this proposal, please contact me within fourteen (14) days of the date of this letter. Otherwise, my client will have no choice but to pursue all rights and remedies available to it under the law.

Thank you for your prompt attention to this matter. Please note that all future communications regarding North Main Plaza Shopping Center should be directed to me rather than my client. If you have questions or concerns regarding this letter, please contact my office.

With kindest regards, I am

Sincerely,

A handwritten signature in black ink, appearing to be 'DRP', written over the word 'Sincerely,'.

David R. Price, Jr.

Enclosure

Cc: Dr. Nayan Desai (via email only)
Dr. Mary Sokhandan (via email only)

July 11, 2015

In accordance with Fair Debt Collection Practices Act (15 U.S.C. 1692), we advise you as follows:

1. This action is brought on behalf of North Hills-North Main Plaza, LLC in an attempt to collect a debt in the amount of \$574,416.23 as of July 11, 2016, plus interest and costs accruing thereafter.
2. Unless you dispute the validity of your debt or any portion of such debt to this law firm in writing within thirty (30) days after receipt of this letter, we will assume that the debt is valid;
3. If you notify this law firm in writing within thirty (30) days after you receive this letter that this debt or any portion thereof is disputed, we will mail you a verification of the debt and, upon your written request within the thirty-day period, North Hills-North Main Plaza, LLC will provide you with the name and address of the original creditor, if different from the current creditor.

If you have any questions about this letter, please contact me at (864) 271-2636. On behalf of North Hills-North Main Plaza, LLC, I encourage you to comply with the demands stated above.

If you have filed bankruptcy or have received a bankruptcy discharge, this Notice of Default is provided to you as required by the terms of your original contract and is not an attempt to collect a debt.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Sincerely,

David R. Price, Jr.

AFFIDAVIT OF SERVICE

RE: Client - North Hills-North Main Plaza, LLC

PERSONALLY appeared before me the undersigned, who being duly sworn, states that he served:

(X) Letter dated July 11, 2016 with attachments

Re: Notice of Default under Commercial Lease/ Purchase Agreement

Property Address: 505 North Main St., Suite A, Greenville, SC

Notice of Termination of Month-to-Month Tenancy

Property Address: 505 North Main St., Suite A, Greenville, SC

Notice to Cease and Desist Conversion of Rents

Property Address: 505 North Main St., Suite A, Greenville, SC

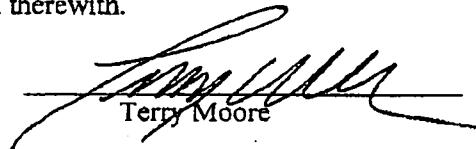
IN THIS ACTION ON: Alberto Alvarez, d/b/a Alvarez Enterprises, Inc.
505 North Main Street, Suite N,
Greenville, South Carolina 29609

(X) by delivery to: Emma Alvarez, wife

a person of discretion residing in the same residence as the defendant and being in such residence at the time of service.

and leaving a copy of the same at: 17 Latham Dr., Greenville SC 29617

on the 12th day of July, 2016 at 4:07 p.m. and that the deponent is not a party to this action, and has no interest therein or in connection therewith.


Terry Moore

SWORN to and subscribed before me
this 12th day of July, 2016


Angela S. Moore

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 9-15-16

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE	)	C.A. NO.: 2016-CP-23-04912
)	
North Hills – North Main Plaza, LLC;)	
)	
Plaintiffs,	)	MOTION FOR TEMPORARY
	)	RESTRAINING
vs.	)	ORDER/INJUNCTION
)	
Alberto Alvarez,)	
d/b/a Alvarez Enterprises, Inc.;)	
)	
Defendants.)	

Pursuant to Rule 65(b) of the S.C.R.C.P., the Plaintiffs, North Hills – North Main Plaza, LLC (hereinafter collectively referred to as “Plaintiffs”), hereby move the Court for a temporary restraining order/injunction enjoining Defendant and all persons or entities operating in concert with him from entering upon real property located at 505 North Main Street, Greenville, South Carolina; from changing locks, removing fixtures, or otherwise damaging units in any way; from collecting rents from, harassing, threatening, misrepresenting his ownership interests or otherwise contacting Plaintiff’s tenants in any way; and/or from disrupting Plaintiffs’ business or the business of Plaintiff’s tenants in any way, pending the resolution of this matter.

Factual Background

1. Plaintiff North Hills – North Main Plaza, LLC is a Limited Liability Company that is the owner of a Shopping Center space located at 505 North Main Street, Greenville, South Carolina (the “Shopping Center”), which is occupied by several businesses. Plaintiffs are responsible for paying property taxes and insurance on said property.

2. Defendant currently occupies Suite A at the Shopping Center allegedly pursuant to Commercial Lease/Purchase Agreement dated December 31, 2013, a true and accurate copy of which is attached hereto as “Exhibit A” and incorporated herein by referenced.

3. Defendant also occupies Suite N without authorization from Plaintiffs.

3. On or around July 11, 2016, Plaintiffs served Defendant with a written Notice of Default under the Commercial Lease/Purchase Agreement as to Suite A and written Notice of Termination of Month-to-Month Tenancy as to Suite N that Defendant needed to vacate the premises of Suite N, a true and accurate copy of said written notice and affidavit of service is attached as “Exhibit B.”

5. Defendant has not cured his default of the Commercial Lease/purchase Agreement, and he continues to occupy both Suite A and Suite N.

6. As set forth in the attached Complaint (“Exhibit C”), the Plaintiffs have submitted Causes of Action for Breach of Commercial Lease/Purchase Agreement and Cancellation/Foreclosure Thereof as to Suite A; for Eviction from Suite N; and for Conversion of Rents owed to Plaintiff.

7. By Order dated January 19, 2017, this Court previously granted Plaintiff’s Motion to Compel directing Defendant Alvarez to fully answer Plaintiff’s discovery requests, and Plaintiff’s Motion for Rule to Show Cause directing Defendant to appear at a deposition upon proper notice after Defendant failed to appear at his deposition.

8. In or about December of 2016, during the pendency of this action, Plaintiff hired Harold Jenkins at Greenville East Real Estate to manage the Shopping Center.

9. One of Mr. Jenkins' first tasks as property manager was to change locks in Units H-1 and Unit I at the Shopping Center after they were abandoned by their prior tenant, a nail salon.

10. On Thursday, January 26, 2017, Harold Jenkins received a call from Bob Ellis, the tenant in Unit G-1 at the Shopping Center, who advised him that there was a locksmith who was changing the locks in Units H-1 and Unit I.

11. Harold Jenkins called the locksmith at the telephone number provided by Bob Ellis, but the locksmith did not speak English. Mr. Jenkins spoke to a person who identified herself as the locksmith's daughter and he directed her not to change the locks. She explained that the locksmith had been directed to change the locks by Alberto Alvarez, and the locksmith changed the locks despite Mr. Jenkins's instructions not to do so.

12. Later that day Harold Jenkins received a call from Defendant Alberto Alvarez, who stated that he wanted to show Mr. Jenkins an agreement that he said made him the owner of the Shopping Center.

13. Harold Jenkins contacted Dr. Mary Sokhandan, who is one of the principals of Plaintiff, North Hills – North Main Plaza, LLC.

14. Dr. Sokhandan and Mr. Jenkins then went to a meeting with Alberto Alvarez at his office in Suite N of the Shopping Center.

15. At the meeting, Defendant Alberto Alvarez stated that he owns all of the Shopping Center, that he was in charge of all of the Shopping Center, that he had the right to do anything he wants to the entire Shopping Center.

16. Defendant Alberto Alvarez further directed Harold Jenkins not to come back to the Shopping Center or undertake any efforts to manage the Shopping Center or he would call the police. Alberto Alvarez stated that any prospective tenants should contact him and he would take care of it.

17. On or about Monday, January 30, and Tuesday, January 31, 2017, Defendant Alvarez began tearing fixtures and other items out of Units H, I and J of the Shopping Center, in order to prepare the units to be leased to new tenants.

18. Attached hereto as "Exhibit D" is the supporting affidavit of Harold Jenkins.

19. Attached hereto as "Exhibit E" is the supporting affidavit of Dr. Mary Sokhandan.

Relief Requested

20. Plaintiff requests a temporary restraining order that restrains Defendant Alberto Alvarez from entering upon real property located at 505 North Main Street, Greenville, South Carolina; from changing locks, removing fixtures, or otherwise damaging units in any way; from collecting rents from, harassing, threatening, misrepresenting his ownership interests or otherwise contacting Plaintiff's tenants in any way; and/or from disrupting Plaintiffs' business or the business of Plaintiff's tenants in any way, pending the resolution of this matter.

Irreparable Harm

21. If the temporary restraining order/injunction requested by Plaintiff is not granted, irreparable harm will result as Plaintiff will be unable to secure their real property or their tenant's property from further damage and conversion, personal property

from further theft/conversion, Plaintiffs will lose tenants and/or be unable to relet currently unoccupied units, and Plaintiff's goodwill, its business, and the businesses of its tenants will be irreparably damaged.

Likelihood of Success on the Merits

22. Plaintiff is likely to succeed on the merits of the underlying action against Defendant. Plaintiffs have attached hereto an Affidavits from Harold Jenkins, and from Dr. Mary Sokhandan, which confirm the termination of the month-to-month lease of Suite N, tenancy or other possessory interest in the real property; the refusal by Defendant to quit his occupancy of Suite N; the continued disruptive trespasses at the Shopping Center which are not limited to Suite A or Suite N; the absence of an ownership, possessory interest of Defendant in the real property claimed by Defendant; the continued efforts by Defendant to damage the premises, prevent Plaintiff from securing the premises, and to disrupt Plaintiff's relationships with its tenants; and the inability of Plaintiff to secure said real property from continued trespasses by Defendant Alvarez.

No Adequate Remedy at Law

23. Plaintiffs have no adequate remedy at law. Legal damages will not be adequate to repair business relationships lost, and tenants lost; and Plaintiffs have no confidence that, in the event that judgment is granted by this Court, Defendant will be in a position to compensate Plaintiff for the lost rental income and damage to goodwill. Indeed, it is well settled in South Carolina that there is inadequate remedy at law to address a continuous trespass, so that injunction is a proper remedy. "Injunction is a proper remedy for a continuous trespass to land. . . . Because of the permanent and

recurring nature of the injury, which cannot otherwise be prevented, the courts should enjoin the continuous trespasser to protect the landowner's property rights from hurt or destruction." Mack v. Edens, 306 S.C. 433, 437, 412 S.E.2d 431, 434 (Ct. App. 1991). Indeed, the principle that legal money damages may be insufficient to adequately compensate for damages from trespass has been accepted in South Carolina jurisprudence for more than a century. See Ragsdale v. S. Ry. Co., 60 S.C. 381, 38 S.E. 609, 613 (1901).¹

WHEREFORE, Plaintiff prays that the Court issue a temporary restraining order/injunction restraining Defendant and those associated with him from entering upon real property located at 505 North Main; disrupting Plaintiffs' business in any way; stealing, removing, or converting additional personal property belonging to said Plaintiffs and not previously paid for by said Defendant; or from damaging, concealing or removing from Greenville County the subject personal property in the possession of said Defendant but not paid for by him, pending the resolution of this matter.

¹ The Ragsdale court expressly held as follows: "An injury resulting from trespass may be incapable of compensation in damages from a variety of reasons: (1) It may be destructive of the very substance of the estate; (2) it may not be capable of estimation in terms of money; (3) It may be so continuous and permanent that there is no instant of time when it can be said to be complete, so that its extent may be computed; (4) it may be vexatiously persisted in, in spite of repeated verdicts at law; (5) it may be committed by one who is wholly irresponsible, so that a verdict against him for damages would be entirely valueless; (6) it may be committed against one who is legally incapacitated from a beneficial use of the remedy at law." Ragsdale, at 613.

Respectfully Submitted,

s/ David R. Price, Jr.

David R. Price, Jr. (S.C. Bar # 75140)

Samuel B. Tooker (S.C. Bar # 78999)

DAVID R. PRICE, JR., P.A.

318 West Stone Avenue (29609)

Post Office Box 2446

Greenville, South Carolina 29602-2446

(864) 271-2636 office

(864) 271-2637 fax

David@GreenvilleLegal.com

Attorneys for Plaintiff

Greenville, South Carolina

Date: February 3, 2017

NORTH HILLS – NORTH MAIN PLAZA SHOPPING CENTER EXHIBIT A
505 NORTH MAIN STREET

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COMMERCIAL LEASE/PURCHASE AGREEMENT

1. PARTIES:

This Lease/Purchase Agreement dated December 31, 2013 is made by and between North Hills-North Main Plaza, LLC (herein called "Landlord") and Alberto Alvarez, dba Alvarez Enterprises, Inc. (herein called "Tenant").

2. PREMISES:

- 2.1. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the term, at the rental, and upon all of the conditions set forth herein, that certain portion of the North Main Plaza Shopping Center located on 505 North Main Street, Suite A, City of Greenville, State of South Carolina.
- 2.2. **Lease is for Suite A, purchase is for entire plaza.** Landlord hereby includes the entire back of the plaza (fence to fence) as part of the Tenants space. Tenants use for storage area.

3. TERM:

- 3.1. **Term.** The term of this Lease shall be for ten (10) years, commencing on December 31, 2013 with option to purchase property at anytime during the term.
- 3.2. **Early Possession;** In the event that Landlord shall permit Tenant to occupy the Premises prior to the commencement date of the term, such occupancy shall be subject to all of the provisions of this Lease. Said early possession shall not advance the termination date of this Lease.
- 3.3. **Renewals.** Tenant has first option to purchase the property any time before the end of the three (3) year term. Shall tenant fail to purchase property by the term, the lease will supersede and will remain in effect.

4. RENT:

For collateral he is leasing property on 304 West Wilburn Avenue Greenville SC 29611.

*AA
Fifteen
Thousand
Dollars
per month
+ profit
CAM*

4.1. **Base Rent & CAM.** The net monthly base rent plus common area management fees shall be ~~Seven Thousand and no cents (\$7,000.00)~~ paid monthly with the first payment payable due Six (6) months from the completed construction of proposed building with certificate of occupancy. The Lease and each monthly installment payable thereafter on the first day of each month. Said net monthly base rent is-hereafter referred to as the "base rent". Rent for any period during the term hereon, which is for less than one month shall be a pro-rata portion of the monthly rent.

4.2. **Additional Base Rent:** The net monthly base rent will increase \$1,000 after one (1) full year of commencement date and approximately \$225 per month each following year with maximum rent of ~~ten thousand and no cents (\$10,000)~~.

Eighteen Thousand 18000

Initials: Landlord AA Tenant AA

4.3. **Purchase Price:** The net purchase price for the entire property is ~~\$6,000,000~~ ^{8,000,000} and no cents (~~\$6,000,000~~) and Tenant has first option to purchase from the commencement date of the lease until the end date.

Tenant pays proportionate Taxes, Insurance or other fees
Common area maintenance

4.4. **Additional Charges.** This Lease is what is commonly called a gross lease, it being understood that Landlord shall receive the rent set forth in Article 4.1 without offset or deduction, (except as otherwise provided) and free and clear of any and all impositions, real estate taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. CAM is included in the net monthly lease amount.

5. **SECURITY DEPOSIT:**

5.1. A security deposit of \$0 will be due upon acceptance of this agreement.

6. **USE:**

6.1. **Use.** The Premises shall be used and occupied for the business purpose as long as such operation is not in violation of existing legal regulations or statutes. Tenant agrees to comply with the North Main Plaza Shopping Center and parking Rules as set forth in Exhibit B.

6.2. **Compliance with Law.** Except as otherwise provided in Article 6.1 hereof, Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term or any part of the term hereof regulating the use by Tenant of the Premises. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste.

6.3. **Condition of Premises.** Landlord shall deliver the Premises to Tenant in a clean condition on the commencement date (unless Tenant is already in possession) and Landlord warrants to Tenant that the plumbing, lighting, air conditioning and heating system in the Premises is in good working order. Tenant hereby accepts the Premises in its present condition as of the commencement date (or the date Tenant takes possession, whichever comes first) subject to all applicable zoning, municipal, county and state laws, regulations and ordinances governing and regulating the use of the Premises, and any easements, covenants or restrictions of record and accepts this Lease subject thereto. Tenant acknowledges that it has satisfied itself that the Premises is suitable for its intended use and that Landlord has not made any representation or warranty as to the present or futures suitability of the Premises (except what is noted in Exhibit A). Tenant accepts all responsibility of repairs needed to the electrical, HVAC, plumbing (except fire alarm).

7. **MAINTENANCE, REPAIRS AND ALTERATIONS:**

7.1. **Tenant's Obligations.** Except with respect to Landlord's obligations as set forth in this Agreement, Tenant shall, during the term of this Lease, keep in good order

Initials: Landlord MD Tenant ACF

condition and repair, the Premises and every part thereof, structural or non-structural, (including graffiti removal), and all adjacent sidewalks, landscaping, driveways, parking lots, fences and signs located in the areas which are adjacent to and included with the Premises. Tenant accepts all responsibility of repairs needed to the electrical, HVAC, plumbing (except fire alarm).

EXHIBIT A

7.2. **Landlord's Obligations.** Landlord shall not be obligated to paint, repair or replace wall coverings, or to repair or replace any improvements that are not ordinarily a part of the Premises. Except as otherwise provided, there shall be no abatement of rent or liability of Tenant on account of any personal injury or interference with Tenant's business with respect to any improvements, alterations or repairs made by Landlord to Premises or any part thereof. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

*according to
Greenville
City & County
specifications
only*

7.3. **Alterations.** Tenant may make alterations to the Premises without Landlord's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the term. Landlord acknowledges construction of standalone building approximately 1500 - 2500 square feet to be located in the existing parking lot which will allow access to all parking areas of the entire plaza in which will allow parking spaces to the plaza and accessible by tenant.

8. **UTILITIES/OTHER:**

8.1. **Services Provided by Landlord.** Landlord shall provide heating, ventilation, and air conditioning as reasonably required, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use, and replacement light bulbs and /or fluorescent tubes and ballasts for standard overhead fixtures. Such services and utilities shall be provided during generally accepted business days and hours or such days or hours as may hereafter be set forth and such costs are include in base rent.

8.2. **SIGNS:** Landlord shall assign a minimum of three (3) front sign spaces on the main signage. Landlord allows Tenant to use the 2nd floor facing Academy Street for signage and advertising space.

9. **SURRENDER:**

9.1. **Surrender.** On the last day of term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear, damage by fire, acts of God or any other cause within the scope of the fire and extended coverage insurance contemplated hereunder is excepted. All structural alterations, improvements or additions which may be made on the Premises, shall become the property of Landlord and remain upon and be surrendered with the Premises at expiration of the term. Tenant's

Initials: Landlord WJ Tenant AA

machinery, equipment and other trade fixtures other than that which is affixed to the Premises so that it cannot be removed without permanent damage to the Premises, shall remain the property of Tenant and may be removed by Tenant.

EXHIBIT A

10. **INSURANCE:**

10.1. **Liability.** Tenant shall obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring the Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than \$1,000,000 per occurrence of bodily injury and property damage combined. Landlord shall be an additional named insured on said insurance policy or policies and said policy or policies shall provide that same cannot be canceled unless Landlord is given thirty (30) days written notice of such cancellation.

10.2. **Other Coverage.** Landlord shall maintain fire and extended coverage insurance on the North Main Plaza Shopping Center and the Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all its personal property, including removable trade fixtures, located in the Premises.

10.3. **Waiver of Subrogation.** Tenant and Landlord each waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the certificates or insurance required hereunder, give notice to the insurance carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

10.4. **Hold Harmless.** Tenant shall indemnify, defend and hold harmless Landlord from all and any claims arising from use of the Premises by Tenant or any sub-lessee, assignee or permissive user of the Premises, or from the conduct of business or from any activity, work or things which may be permitted or suffered by Tenant in or about the Premises, and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease, including the obligation to obtain and maintain liability and fire insurance, or arising from any negligence of Tenant, its agents, contractors, employees, sub-lessees, assignees, or invitees, and from any and all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or entry to person in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, excepting where said damage arises out of the active negligence of Landlord.

Initials: Landlord MM Tenant AA

EXHIBIT A

10.5. **Exemption of Landlord from Liability.** Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or from damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises from any and all causes except the active negligence of Landlord.

11. **DAMAGE OR DESTRUCTION:**

11.1. **Damage to Premises.** In the event the improvements on the Premises are damaged or destroyed, partially or totally, from any cause covered by an insurance required to be maintained under Article 10, the Landlord shall repair, restore, and rebuild the Premises to their condition existing immediately prior to such damage or destruction. Such repair, restoration and rebuilding shall be commenced within a reasonable time after such damage or destruction.

12. **LATE CHARGES:**

*5 days
Late charge
of \$5/d*

12.1. **Late charges.** If any installment due under this Lease is not received by Landlord within ten (10) days after the due date, Tenant agrees to pay Landlord a penalty each month during the installment remains unpaid, and an additional sum equal to twenty-five (\$25.00) dollars per day of such overdue amount. Acceptance of such late charge shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor will it prevent the Landlord from exercising any other rights and remedies contained in this lease. Tenant shall pay any reasonable fees or accounting fines charged to Landlord for Tenants' insufficient funds checks. If Tenants issues more than one such payment, Landlord has the right in writing to demand payments be due in certified funds or cash, henceforth.

13. **ASSIGNMENT OF INTEREST:**

13.1. **Assignment of Interest.** Tenant may voluntarily assign or encumber its interest in this Lease or in the Premises, or allow any person or entity to occupy or use all or any part of the Premises, without first obtaining Landlord's written consent.

13.2. Tenant may sublease or sell property during the term to fulfill his obligations of the purchase price agreement to the Landlord.

14. **DEFAULT: REMEDIES:**

14.1. **Defaults.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a) Abandonment of the Premises by Tenant.
- b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such

Initials: Landlord MM Tenant AA

failure shall continue for a period of sixty (60) days after written notice thereof from Landlord to Tenant. EXHIBIT A

c) Tenant does not purchase property by the end of the said three (3) year term or not extension agreement has been entered.

14.2. Remedies in Default. In the event of any such default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach. Landlord, at any time after tenant commits a default, may cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid. The sum, together with interest hereon, shall be additional rent. All rent, including sums paid by Landlord pursuant to this Article 15.2 shall bear interest at the rate of ten percent (10%) per annum from the date the sum is due until Landlord is reimbursed by Tenant. Tenant loses all investments, including construction costs, payments, and collateral put forth in the plaza; however fixtures, equipment or other items that are not structurally attached to the plaza is considered owned by Tenant. Tenant will be allowed 10 days in which to obtain possession of these items.

15. GENERAL PROVISIONS:

15.1. Landlord's Interests. The term "Landlord" as use herein shall mean only the owner or owners at the time in question of the fee title or a tenant's interest in a ground Lease of the Premises. In the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers the then grantor) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligation contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's successors and assigns, only during their respective period of ownership.

15.2. Time of Essence. Time is of essence.

15.3. Incorporation of Prior Agreement; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

15.4. Binding Effect. This Lease shall bind the parties, their personal representative, successors and assigns. This Lease shall be governed by the laws of the state where the Premises are located.

Initials: Landlord ND Tenant AA

EXHIBIT A

15.5. **Attorney's Fees.** If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court.

16. **NOTICES:** Whenever under this Lease provision is made for demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States Mail, postage prepaid, addressed at the addresses set forth herein below: To Landlord/Agent at: North Hills - North Main Plaza, 800 Pelham Road, Greenville, SC 29615.

17. **REVIEW/CHANGES BY:** Both parties are in full agreement with the terms set forth above with the exception of the following (if any) written in the space below:

The parties hereto have executed this Lease at the place and on the date specified immediately adjacent to their respective signatures.

Landlord

Executed on 1/10/17
Name Nayam Dean Title President
Witnessed by: [Signature]

Tenant

Executed on [Signature]
Name ALBERTO ALVARO Title OWNER
Witnessed by: [Signature]

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within name mortgagor(s) sign, seal and as its act and deed deliver the within written mortgage and that (s)he with the other witness subscribed above witnesses the execution thereof.

SWORN TO BEFORE ME THIS 10th DAY OF JANUARY, 2017
Charles R. Gilbert

Initials: Landlord ND Tenant AA

Charles R. Schubert
Notary Public for South Carolina

EXHIBIT A

Witness

My Commission expires: May 7, 2022

EXHIBIT A

LANDLORD'S WORK

Landlord shall provide the space in "AS-IS" condition with the following exceptions:

ALL OTHER: All other improvements or alterations of the premises shall be the total responsibility of the Tenant. All such Tenant improvements must be performed by licensed Contractors, performed in a professional workman type manner and in the Tenant's sole expense.

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Initials: Landlord ND Tenant AA

**EXHIBIT B
NORTH MAIN PLAZA SHOPPING CENTER REGULATIONS AND PARKING RULES**

1. Tenant shall not allow the obstruction of any Common Areas, including driveways, walkways and stairways.
3. Tenant shall not make or permit any noise or odors that annoy or interfere with other tenants or persons having business within the North Main Plaza Shopping Center.
4. Tenant shall not keep animals or birds within the Office Building Complex, and shall not bring bicycles, motorcycles or other vehicles into areas not designated.
5. Tenant shall not make or permit litter except in appropriate receptacles for that purpose.
6. Tenant shall not alter any lock or install new or additional locks or bolts.
7. Tenant shall be responsible for the inappropriate use of any bathrooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Tenant shall not deface the walls, partitions or other surfaces of the Premises or North Main Plaza Shopping Center.
9. Tenant shall not suffer or permit anything in or around the Premises or building that causes excessive vibration or floor loading in any part of the North Main Plaza Shopping Center.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Landlord's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Landlord. Tenant shall be responsible for any damage to the North Main Plaza Shopping Center arising from any such activity.
11. Tenant shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Landlord.
12. Landlord reserves the right to close and lock the North Main Plaza Shopping Center on Saturdays, Sundays and legal holidays, and on other days between the hours of 9:00 P.M. and 6:00 A.M. of the following day. If Tenant uses the Premises during such periods, Tenant shall be responsible for securely locking any doors it may have opened for entry.
13. Tenant shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. Reasonable signs on window and signs or banners above suite are allowed so long as accurate procedures are obtained from the City of Greenville code Ordinance. No outside window coverings, shades or awnings shall be installed or used by Tenant.
15. No Tenant, employee or invitee shall go upon the roof of the North Main Plaza Shopping Center.
16. Tenant shall not permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Landlord as non-smoking areas.
17. Tenant shall not use any method of heating or air conditioning other than as provided by Landlord.
18. Tenant shall not install, maintain or operate any vending machines upon the Premises without Landlord's written consent.
19. Tenant shall not use the Premises for lodging or manufacturing, cooking or food preparation.
20. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.
21. Landlord reserves the right to waive any one of these rules or regulations, and/or as to any particular Tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Tenant.
22. Tenant assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.

Initials: Landlord NVD Tenant AdA

Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the North Main Plaza Shopping Center and its occupants. Tenant agrees to abide by these and such rules and regulations.

24. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles".

25. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant employees, supplies, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated for such activities.

27. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

28. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

30. Tenant shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.

31 Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.

Tenant: [Signature]

Date 1/10/14

Landlord: [Signature]

Date 1/10/14

Initials: Landlord NW Tenant AL



DAVID R. PRICE, JR., P.A.
ATTORNEYS AT LAW

DAVID R. PRICE, JR.

SAMUEL B. TOOKER

July 11, 2016

VIA PERSONAL DELIVERY

Alberto Alvarez, d/b/a Alvarez Enterprises, Inc.
505 North Main Street, Suite N
Greenville, South Carolina 29609

**Re: Notice of Default under Commercial Lease/Purchase Agreement
Property Address: 505 North Main St., Suite A, Greenville, SC**

**Notice of Termination of Month-to-Month Tenancy
Property Address: 505 North Main St., Suite N, Greenville, SC**

**Notice to Cease and Desist Conversion of Rents
Property Address: 505 North Main St., Greenville, SC**

Dear Mr. Alvarez:

This firm represents North Hills-North Main Plaza, LLC ("North Hills-North Main") in regards to your various tenancies at North Main Plaza Shopping Center. My understanding is that you currently occupy Suite N without a written agreement, and you claim a leasehold interest in Suite A pursuant to a Commercial Lease/Purchase Agreement ("Commercial Lease"). Please accept this letter as written notice of default pursuant to the Commercial Lease regarding Suite A, and written notice of the termination of your month-to-month tenancy as to Suite N and any other suite currently occupied by you under an alleged tenancy.

North Hills-North Main's understanding was that you and my client mutually agreed to rescind said Commercial Lease at your request in 2014. However, in or about April 2016 you began asserting a leasehold interest in Suite A pursuant to the Commercial Lease. Accordingly, I am writing to advise you that you are now in default of the Commercial Lease because of your failure to make payments in a timely manner as required under the terms of the Contract for Deed. The Amount Now Due under the terms of the Commercial Lease is \$573,466.23 as of July 11, 2016, plus legal fees and costs in the amount of \$950.00 for a **Total Amount Now Due** in the amount of **\$574,416.23**. The Amount Now Due consists of past due rent from December 31, 2013, totaling \$491,000.00, late charges due pursuant to Section 12.1 of the Commercial Lease totaling \$24,550.00, and Interest pursuant to Section 12.2 totaling \$57,916.23. **Please**

Mailing Address:
POST OFFICE BOX 2446
GREENVILLE, SC 29602

318 WEST STONE AVENUE
GREENVILLE, SOUTH CAROLINA
29609

Telephone: (864) 271-2636
Facsimile: (864) 271-2637
GREENVILLELEGAL.COM

pay the **Total Amount Now Due** by certified bank check or money order delivered to this office within fourteen (14) days of the date of this letter, which would be on or before July 25, 2016. Please note that the **Total Amount Due** is incurring interest at the rate of \$134.16 per day, thus, the amount due on the day you pay past due rent will be greater because of interest, late charges, and other charges that may vary from day to day. Hence, if you pay the **Total Amount Due** as shown above without contacting this office for a full payoff, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (864) 271-2636.

If you fail to cure your default under the Commercial Lease by July 25, 2016, North Hills-North Main shall pursue legal remedies and take such steps as are necessary or desirable to protect his rights under the Commercial Lease and any other instrument(s) evidencing or securing the loan as allowed by applicable law. This includes filing a lawsuit against you, personally, for all rents due under the Commercial Lease, together with interest, late charges, attorney fees, and costs of collection; as well as for a court order for eviction and cancellation of the lease contract.

In addition, please accept this letter as written notice of the termination of your month-to-month tenancy of Suite N at North Main Plaza Shopping Center, as of August 10, 2016, pursuant to S.C. Code § 27-35-120. In the event you are also occupying other suites in North Main Plaza Shopping Center without a written agreement, you should also accept this letter as written notice of the termination of your tenancy in those suites as well. You are still responsible for payment of rent through the date your tenancy ends. In the event you do not pay all rents due and/or fail to quit the premises as demanded, my client will have no choice but to file a lawsuit against you personally for all past due rents plus attorney fees and costs of collection; as well for a court order for eviction.

Finally, it has come to my client's attention that on numerous occasions you have collected rents from other tenants at North Main Plaza Shopping Center and deposited them into your accounts. I have enclosed for your reference copies of two (2) rent checks totaling \$2,700.00 evidencing such conduct. As you know, you are not the owner of North Main Plaza Shopping Center and are not entitled to receive rents. This conduct therefore constitutes an unlawful conversion of funds belonging to my client. **Please accept this letter as notice to immediately cease and desist your collection of rents from other tenants at North Main Plaza Shopping Center, as well as a demand for payment of all funds unlawfully converted by you, also to be paid by certified bank check or money order delivered to this office within fourteen (14) days of the date of this letter.** Failure to deliver all converted funds as demanded by July 25, 2016, will result in my client filing a lawsuit against you personally seeking recovery of the converted funds, together with pre-judgment interest, punitive damages, attorney fees and costs.

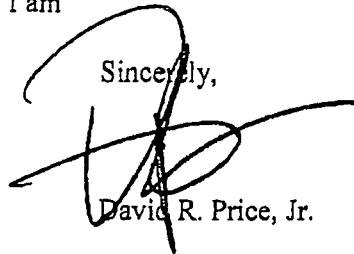
It is my client's preference to resolve these matters amicably rather than through unnecessary litigation. Accordingly, I am authorized to propose the following resolution

to the matters set forth in this letter: If you will quit your occupation of the premises at North Hills Plaza Shopping Center within fourteen (14) days of the date of this letter, and agree, in writing to terminate all rights allegedly held by you pursuant to the above-referenced Commercial Lease, then North Hills-North Main will waive all personal liability by you for payment of past due rents, late charges, interest, attorney fees and costs of collection for Suite A, Suite N, and any other suites at North Main Plaza Shopping Center currently occupied by you. If you are amenable to this proposal, please contact me within fourteen (14) days of the date of this letter. Otherwise, my client will have no choice but to pursue all rights and remedies available to it under the law.

Thank you for your prompt attention to this matter. Please note that all future communications regarding North Main Plaza Shopping Center should be directed to me rather than my client. If you have questions or concerns regarding this letter, please contact my office.

With kindest regards, I am

Sincerely,

A handwritten signature in black ink, appearing to be "D. Price, Jr.", written over the word "Sincerely,".

David R. Price, Jr.

Enclosure

Cc: Dr. Nayan Desai (via email only)
Dr. Mary Sokhandan (via email only)

July 11, 2015

In accordance with Fair Debt Collection Practices Act (15 U.S.C. 1692), we advise you as follows:

1. This action is brought on behalf of North Hills-North Main Plaza, LLC in an attempt to collect a debt in the amount of \$574,416.23 as of July 11, 2016, plus interest and costs accruing thereafter.
2. Unless you dispute the validity of your debt or any portion of such debt to this law firm in writing within thirty (30) days after receipt of this letter, we will assume that the debt is valid;
3. If you notify this law firm in writing within thirty (30) days after you receive this letter that this debt or any portion thereof is disputed, we will mail you a verification of the debt and, upon your written request within the thirty-day period, North Hills-North Main Plaza, LLC will provide you with the name and address of the original creditor, if different from the current creditor.

If you have any questions about this letter, please contact me at (864) 271-2636. On behalf of North Hills-North Main Plaza, LLC, I encourage you to comply with the demands stated above.

If you have filed bankruptcy or have received a bankruptcy discharge, this Notice of Default is provided to you as required by the terms of your original contract and is not an attempt to collect a debt.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Sincerely,

David R. Price, Jr.

AFFIDAVIT OF SERVICE

RE: Client - North Hills-North Main Plaza, LLC

PERSONALLY appeared before me the undersigned, who being duly sworn, states that he served:

(X) Letter dated July 11, 2016 with attachments

Re: Notice of Default under Commercial Lease/ Purchase Agreement

Property Address: 505 North Main St., Suite A, Greenville, SC

Notice of Termination of Month-to-Month Tenancy

Property Address: 505 North Main St., Suite A, Greenville, SC

Notice to Cease and Desist Conversion of Rents

Property Address: 505 North Main St., Suite A, Greenville, SC

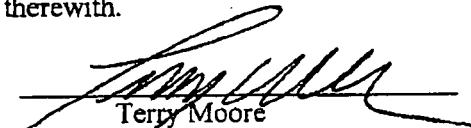
IN THIS ACTION ON: Alberto Alvarez, d/b/a Alvarez Enterprises, Inc.
505 North Main Street, Suite N,
Greenville, South Carolina 29609

(X) by delivery to: Emma Alvarez, wife

a person of discretion residing in the same residence as the defendant and being in such residence at the time of service.

and leaving a copy of the same at: 17 Latham Dr., Greenville SC 29617

on the 12th day of July, 2016 at 4:07 p.m. and that the deponent is not a party to this action, and has no interest therein or in connection therewith.


Terry Moore

SWORN to and subscribed before me
this 12th day of July, 2016


Angela S. Moore

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 9-15-16

ELECTRONICALLY FILED - 2017 Feb 03 2:24 PM - GREENVILLE - COMMON PLEAS - CASE#2016CP2304912
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STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

C.A. No.: 2016-CP-23-_____

North Hills - North Main Plaza LLC,)

Plaintiff,)

vs.)

Alberto Alvarez,)
d/b/a Alvarez Enterprises, Inc.,)

Defendant.)

SUMMONS

TO: THE DEFENDANTS HEREIN:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your answer to the Complaint upon the undersigned subscriber at his office at 318 West Stone Avenue, Greenville, South Carolina, 29609 (mailing address: Post Office Box 2446, Greenville, South Carolina 29602), within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the Complaint within that time, judgment by default will be rendered against you for the relief demanded in the Complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you.

YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for an Order of Reference of this case to the Master-In-Equity or Special Referee in/for this County, which Order shall, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the said Master-In-Equity or Special Referee is authorized and empowered to enter a final judgment as to Plaintiff's Complaint with appeal only to the South Carolina Court of Appeals pursuant to Rule 203(d)(1) of the SCAR, effective June 1, 1999.

Respectfully Submitted,

s/ David R. Price, Jr.

David R. Price, Jr. (S.C. Bar # 75140)

Samuel B. Tooker (S.C. Bar # 78999)

DAVID R. PRICE, JR., P.A.

318 West Stone Avenue (29609)

Post Office Box 2446

Greenville, South Carolina 29602-2446

(864) 271-2636 office

(864) 271-2637 fax

David@GreenvilleLegal.com

Attorneys for Plaintiff

Greenville, South Carolina

Date: August 19, 2016

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE)	C.A. No.: 2016-CP-23-_____
North Hills – North Main Plaza, LLC,)	
)	
Plaintiff,	)	COMPLAINT
)	
vs.)	
	)	Non-Jury Action
Alberto Alvarez,)	
d/b/a Alvarez Enterprises, Inc.,)	
)	
Defendant.)	
_____)	

The Plaintiff, complaining of the above-named Defendants, would respectfully show unto the Court:

1. Plaintiff is a Limited Liability Corporation licensed to and operating in the State of South Carolina. This is an action to evict a tenant and to cancel or foreclose the Commercial Lease/Purchase Agreement covering real estate owned by Plaintiff and situated in the County of Greenville, State of South Carolina, and this Court therefore has jurisdiction of this action.

2. Defendant Alberto Alvarez, upon Plaintiff's information and belief, is a resident and citizen of the County of Greenville, State of South Carolina, who does business as Alvarez Enterprises, Inc., which is a corporation that formerly existed in the County of Greenville, State of South Carolina, but was dissolved through forfeiture on November 20, 2000.

3. Plaintiff is the owner of the North Main Plaza Shopping Center located at 505 North Main Street, Greenville, South Carolina (the "Shopping Center").

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- 4. Defendant currently occupies Suite A at the Shopping Center allegedly pursuant to Commercial Lease/Purchase Agreement dated December 31, 2013, a true and accurate copy of which is attached hereto as "Exhibit A" and incorporated herein by reference.
- 5. Defendant currently occupies Suite N at the Shopping Center as a month-to-month tenant without a written lease agreement.
- 6. On July 11, 2016, Plaintiff personally delivered to Defendant's dwelling house a letter setting forth written Notice of Default under the Commercial Lease/Purchase Agreement as to Suite A and written Notice of Termination of Month-to-Month Tenancy as to Suite N. True and accurate copies of said written Notice and proof of service is attached hereto as "Exhibit B" and incorporated herein by reference.
- 7. Upon information and belief, said Defendant has not cured his default of the Commercial Lease/Purchase Agreement, and he continues to occupy both Suite A and Suite N.

FOR A FIRST CAUSE OF ACTION
**(Breach of Commercial Lease/Purchase Agreement
and Cancellation/Foreclosure Thereof as to Suite A)**

- 8. Plaintiff reasserts and realleges the prior allegations of this Complaint as if repeated herein verbatim.
- 9. Heretofore, on or about December 31, 2013, Plaintiff and Defendant Alvarez entered into a Commercial Lease/Purchase Agreement wherein Defendant Alvarez agreed to rent Suite A at the Shopping Center for a monthly rent payment beginning at \$15,000.00 per month plus proportionate taxes, insurance and common area maintenance, in addition to such additional terms as are contained in said Commercial Lease/Purchase Agreement.

10. Included said Commercial Lease/Purchase Agreement was an option to purchase the entire Shopping Center for the purchase price of \$8,000,000.00, if purchased no later than December 31, 2016. There is no provision that any portion of rent shall be applied to the purchase price.

11. Subsequent to entering the Commercial Lease/Purchase Agreement, Defendant Alvarez's investment partner abandoning their business plan to operate a grocery store in the portion of the property known as Suite A, so Defendant Alvarez requested and Plaintiff agreed to cancel the Commercial Lease/Purchase Agreement due, and Plaintiff released collateral given by Defendant Alvarez to secure Plaintiff's investment in certain work necessary to up-fit Suite A for Defendant Alvarez's contemplated use.

12. Defendant Alvarez has never paid rent for his occupancy of Suite A, and has never operated a business out of Suite A, however Defendant Alvarez has asserted and continues to assert a tenancy over Suite A so that Plaintiff is unable to occupy or otherwise use or assert its ownership rights over its property.

13. The terms of said Commercial Lease/Purchase Agreement provided, among other things, that in the event of any default or breach by Defendant, then Plaintiff as Landlord may at any time thereafter exercise any right or remedy that Landlord may have by reason of such breach. The makers of said document further agreed that in the event any party brings an action to enforce the terms of said Commercial Lease/Purchase Agreement or declare rights thereunder, the prevailing party shall be entitled to reasonable attorney's fees.

14. Defendant Alvarez is presently in default of said Commercial Lease/Purchase Agreement, having failed to make rental payment(s) thereunder since payment became due on January 1, 2014. Plaintiff, under the terms of the subject Commercial Lease/Purchase Agreement, has provided notice of said default, but default has not been cured by Defendant. Plaintiff has therefore terminated said Lease/Purchase Agreement, and declared all payments due thereunder to be immediately due and payable.

15. There is now due and owing on said Commercial Lease/Purchase Agreement the sum of Five Hundred Seventy-Three Thousand Four Hundred Sixty-Six and 23/100ths (\$573,466.23) Dollars as of July 11, 2016, with monthly rent, late fees and interest continuing to accrue according to the terms set out in the subject Commercial Lease/Purchase Agreement, together with all costs and expenses of this action, and a reasonable attorney's fee, said Lease/Purchase Agreement, having been placed in the hands of David R. Price, Jr., P.A., for collection. Plaintiff is informed and believes that he is entitled to judgment against the Defendant for this amount and any such additional amounts as the trier of fact may find.

16. Although said Defendant remains in possession of the property known as Suite A, Defendant Alvarez never made a monthly payment as contemplated under the Commercial Lease/Purchase Agreement. Plaintiff is informed and believes that Defendant Alvarez has acquired no equitable interest in the property pursuant to the Commercial Lease/Purchase Agreement. Plaintiff is further informed and believes that it is entitled to an Order of this Court cancelling, terminating, and nullifying said Commercial Lease/Purchase Agreement and any equitable title or interest that Defendant may have in the premises by virtue thereof.

17. In the event that this Court issues an Order terminating the Lease/Purchase Agreement, Plaintiff is informed and believes that it is further entitled to an Order directing Defendant Alvarez to immediately vacate the portion of the Shopping Center known as Suite A, and a judgment against said Defendant for all amounts accruing under the Lease/Purchase Agreement during the time period that he occupied Suite A.

18. In the alternative, Plaintiff is informed and believes that it is entitled to foreclosure of said Commercial Lease/Purchase Agreement to dispossess Defendant of equitable title to the premises. In such an event, Plaintiff would allege that he is entitled to have the Commercial Lease/Purchase Agreement foreclosed, the premises sold, any equity of redemption barred, and the proceeds applied toward the payment of

Defendant's debts, which in such an event would include the full purchase price still due and owing under said Commercial Lease/Purchase Agreement, together with all late fees and interest accrued and continuing to accrue at the rate set out in the subject Commercial Lease/Purchase Agreement; any other such payments for taxes, insurance and common area maintenance due and owing under said Lease/Purchase Agreement; all costs and expenses of this action, and a reasonable attorney's fee.

19. In addition, in the event that Plaintiff is required to foreclose said Lease/Purchase Agreement, Plaintiff's right to a personal or deficiency judgment against Defendant Alberto Alvarez d/b/a Alvarez Enterprises, Inc., is hereby requested.

20. Upon information and belief, the Defendant(s) below named claims or may claim a subordinate lien or junior interest upon or interest in the subject property. The subject Defendant(s) is/are further made a party due to the similarity in name(s) to the primary Defendant(s) against whom they claim or may claim a lien and in order to clear title to the property as follows:

(a) NONE.

21. This potential foreclosure action involves a Commercial Lease/Purchase Agreement; it is not a mortgage loan. Therefore, Plaintiff is informed and believe that this action is not subject to the administrative order issued by Chief Justice Jean Toal of the South Carolina Supreme Court on May 22, 2009, in the matter identified as *RE: Mortgage Foreclosures and the Home Affordable Mortgage Program (HMP)*.

22. This potential foreclosure action involves a Commercial Lease/Purchase Agreement; it is not a mortgage loan and it is a commercial property. Therefore, Plaintiff is informed and believes that that this action is not subject administrative order issued by Chief Justice Jean Toal of the South Carolina Supreme Court on May 2, 2011, in the matter identified as *RE: Mortgage Foreclosure Actions* and thus not subject to the Order.

23. In the event the subject property is sold at Judicial Sale and the successful bidder is a third party; neither Plaintiff nor Plaintiff's counsel makes any warranties or representations as to the subject property on behalf of the third party bidder.

FOR A SECOND CAUSE OF ACTION
(Eviction from Suite N)

24. Plaintiff reasserts and realleges the prior allegations of this Complaint as if repeated herein verbatim.

25. Pursuant to S.C. Code § 27-35-10, on July 11, 2016, Defendant Alvarez was given thirty (30) day notice of termination of his month-to-month tenancy of the portion of the Shopping Center known as Suite N.

26. Despite having received thirty (30) day notice of termination of his month-to-month tenancy pursuant to S.C. Code § 27-35-10, Defendant Alvarez has failed or refused to quit the portion of the Shopping Center known as Suite N.

27. Plaintiff is therefore informed and believes that it is entitled to an Order directing Defendant Alvarez to immediately vacate the portion of the Shopping Center known as Suite N, and a judgment against said Defendant for double the value of the portion of the Shopping Center known as Suite N pursuant to S.C. Code § 27-35-170.

FOR A THIRD CAUSE OF ACTION
(Conversion)

28. Plaintiff reasserts and realleges the prior allegations of this Complaint as if repeated herein verbatim.

29. Defendant Alvarez has collected rents from other tenants at the Shopping Center and deposited the monies into his accounts.

30. Defendant Alvarez is not the owner of the Shopping Center and is not entitled to receive rents.

31. Plaintiff's rent monies have therefore been improperly converted by and for the benefit of Defendant Alvarez.

32. Plaintiff is therefore informed and believes that it is entitled to an Order of judgment against Defendant Alvarez, awarding Plaintiff actual and punitive damages, together with prejudgment interest thereon.

WHEREFORE, having fully set forth its Complaint, the Plaintiff prays that this Honorable Court inquire into the matters as set forth herein, and:

As to Plaintiff's First Cause of Action:

(1) That Plaintiff have judgment against the Defendant Alberto Alvarez d/b/a/ Alvarez Enterprises, Inc., for the amount due upon the said Commercial Lease/Purchase Agreement, together with attorney's fees and the costs of this action, in such an amount as may be determined by the trier of fact;

(2) That the Court issue an Order cancelling, terminating, and nullifying said Commercial Lease/Purchase Agreement and any equitable title or interest that Defendant may have in the premises by virtue thereof

(3) That the Court issue an Order directing the Defendant to immediately vacate the property and directing the Sheriff of Greenville County, South Carolina, to place Plaintiff in possession of the property known as Suite A should the same become necessary; and

(4) For such other and further relief as the Court deems just and proper.

IN THE ALTERNATIVE, as to Plaintiff's First Cause of Action:

(1) That the Plaintiff have judgment against the Defendant Alberto Alvarez for the full purchase price found to be due Plaintiff on said Commercial Lease/Purchase Agreement, together with any other amounts due and owing under said Commercial Lease/Purchase Agreement costs for inspecting and securing the property which may be due or which may be or have been paid by Plaintiff, with a reasonable attorney's fees, and for the costs of this action; with the right to enter personal judgment against said Defendants for any deficiency in this action remaining after sale of the subject premises;

(2) That Plaintiff have judgment of foreclosure for the purchase price found to be due and owing on said Commercial Lease/Purchase Agreement, together with any other amounts due and owing under said Commercial Lease/Purchase Agreement, costs for inspecting and securing the property which may be due or which may be or have been paid by Plaintiff, with a reasonable attorney's fees, and for the costs of this action;

(3) That under the direction of this Court, the subject premises be sold according to law and the procedure of this Court, any equity of redemption be barred, and the proceeds of the sale be applied as follows:

- (a) First, to the costs and expenses of the within action and sale;
- (b) Second, to the payment and discharge of the amount due on said Commercial Lease/Purchase Agreement, together with attorney's fees as aforesaid; and
- (c) Third, to the distribution of any surplus pursuant to Rule 71, SCRPC.

(4) That the Court issue an Order directing the Sheriff of Greenville County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary; and

- (5) For such other and further relief as the Court deems just and proper.

As to Plaintiff's Second Cause of Action:

(1) That Plaintiff have judgment against the Defendant Alberto Alvarez d/b/a/ Alvarez Enterprises, Inc., for the rents due for the period that said Defendant has occupied the portion of the Shopping Center known as Suite N without a written lease, and pursuant to S.C. Code § 27-35-170 for double the value of Suite N for the period that Defendant Alvarez has held over in Suite N after notice of the termination of tenancy together with attorney's fees and the costs of this action, in such an amount as may be determined by the trier of fact;

(2) That the Court issue an Order directing the Defendant to immediately vacate the property and directing the Sheriff of Greenville County, South Carolina, to place Plaintiff in possession of the property known as Suite N should the same become necessary; and

- (3) For such other and further relief as the Court deems just and proper.

As to Plaintiff's Third Cause of Action:

(1) That Plaintiff have judgment against the Defendant Alberto Alvarez d/b/a/ Alvarez Enterprises, Inc., for actual and punitive damages resulting from said Defendant's conversion in such an amount as may be determined by the trier of fact, together with prejudgment interest thereon; and

- (2) For such other and further relief as the Court deems just and proper.

EXHIBIT C

ELECTRONICALLY FILED - 2017 Feb 03 2:24 PM - GREENVILLE - COMMON PLEAS - CASE#2016CP2304912
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Respectfully Submitted,

s/ David R. Price, Jr.
David R. Price, Jr. (S.C. Bar # 75140)
Samuel B. Tooker (S.C. Bar # 78999)
DAVID R. PRICE, JR., P.A.
318 West Stone Avenue (29609)
Post Office Box 2446
Greenville, South Carolina 29602-2446
(864) 271-2636 office
(864) 271-2637 fax
David@GreenvilleLegal.com
Attorneys for Plaintiff

Greenville, South Carolina
Date: August 19, 2016

Exhibit A



DAVID R. PRICE, JR., P.A.
ATTORNEYS AT LAW

DAVID R. PRICE, JR.

SAMUEL B. TOOKER

July 11, 2016

VIA PERSONAL DELIVERY

Alberto Alvarez, d/b/a Alvarez Enterprises, Inc.
505 North Main Street, Suite N
Greenville, South Carolina 29609

Re: Notice of Default under Commercial Lease/Purchase Agreement
Property Address: 505 North Main St., Suite A, Greenville, SC

Notice of Termination of Month-to-Month Tenancy
Property Address: 505 North Main St., Suite N, Greenville, SC

Notice to Cease and Desist Conversion of Rents
Property Address: 505 North Main St., Greenville, SC

Dear Mr. Alvarez:

This firm represents North Hills-North Main Plaza, LLC ("North Hills-North Main") in regards to your various tenancies at North Main Plaza Shopping Center. My understanding is that you currently occupy Suite N without a written agreement, and you claim a leasehold interest in Suite A pursuant to a Commercial Lease/Purchase Agreement ("Commercial Lease"). Please accept this letter as written notice of default pursuant to the Commercial Lease regarding Suite A, and written notice of the termination of your month-to-month tenancy as to Suite N and any other suite currently occupied by you under an alleged tenancy.

North Hills-North Main's understanding was that you and my client mutually agreed to rescind said Commercial Lease at your request in 2014. However, in or about April 2016 you began asserting a leasehold interest in Suite A pursuant to the Commercial Lease. Accordingly, I am writing to advise you that you are now in default of the Commercial Lease because of your failure to make payments in a timely manner as required under the terms of the Contract for Deed. The Amount Now Due under the terms of the Commercial Lease is \$573,466.23 as of July 11, 2016, plus legal fees and costs in the amount of \$950.00 for a **Total Amount Now Due** in the amount of **\$574,416.23**. The Amount Now Due consists of past due rent from December 31, 2013, totaling \$491,000.00, late charges due pursuant to Section 12.1 of the Commercial Lease totaling \$24,550.00, and Interest pursuant to Section 12.2 totaling \$57,916.23. **Please**

Mailing Address:
POST OFFICE BOX 2446
GREENVILLE, SC 29602

318 WEST STONE AVENUE
GREENVILLE, SOUTH CAROLINA
29609

Telephone: (864) 271-2636
Facsimile: (864) 271-2637
GREENVILLELEGAL.COM

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pay the Total Amount Now Due by certified bank check or money order delivered to this office within fourteen (14) days of the date of this letter, which would be on or before July 25, 2016. Please note that the **Total Amount Due** is incurring interest at the rate of \$134.16 per day, thus, the amount due on the day you pay past due rent will be greater because of interest, late charges, and other charges that may vary from day to day. Hence, if you pay the **Total Amount Due** as shown above without contacting this office for a full payoff, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (864) 271-2636.

If you fail to cure your default under the Commercial Lease by July 25, 2016, North Hills-North Main shall pursue legal remedies and take such steps as are necessary or desirable to protect his rights under the Commercial Lease and any other instrument(s) evidencing or securing the loan as allowed by applicable law. This includes filing a lawsuit against you, personally, for all rents due under the Commercial Lease, together with interest, late charges, attorney fees, and costs of collection; as well as for a court order for eviction and cancellation of the lease contract.

In addition, please accept this letter as written notice of the termination of your month-to-month tenancy of Suite N at North Main Plaza Shopping Center, as of August 10, 2016, pursuant to S.C. Code § 27-35-120. In the event you are also occupying other suites in North Main Plaza Shopping Center without a written agreement, you should also accept this letter as written notice of the termination of your tenancy in those suites as well. You are still responsible for payment of rent through the date your tenancy ends. In the event you do not pay all rents due and/or fail to quit the premises as demanded, my client will have no choice but to file a lawsuit against you personally for all past due rents plus attorney fees and costs of collection; as well for a court order for eviction.

Finally, it has come to my client's attention that on numerous occasions you have collected rents from other tenants at North Main Plaza Shopping Center and deposited them into your accounts. I have enclosed for your reference copies of two (2) rent checks totaling \$2,700.00 evidencing such conduct. As you know, you are not the owner of North Main Plaza Shopping Center and are not entitled to receive rents. This conduct therefore constitutes an unlawful conversion of funds belonging to my client. **Please accept this letter as notice to immediately cease and desist your collection of rents from other tenants at North Main Plaza Shopping Center, as well as a demand for payment of all funds unlawfully converted by you, also to be paid by certified bank check or money order delivered to this office within fourteen (14) days of the date of this letter.** Failure to deliver all converted funds as demanded by July 25, 2016, will result in my client filing a lawsuit against you personally seeking recovery of the converted funds, together with pre-judgment interest, punitive damages, attorney fees and costs.

It is my client's preference to resolve these matters amicably rather than through unnecessary litigation. Accordingly, I am authorized to propose the following resolution

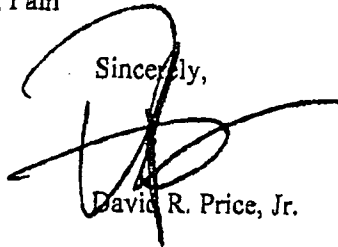
Exhibit A

to the matters set forth in this letter: If you will quit your occupation of the premises at North Hills Plaza Shopping Center within fourteen (14) days of the date of this letter, and agree, in writing to terminate all rights allegedly held by you pursuant to the above-referenced Commercial Lease, then North Hills-North Main will waive all personal liability by you for payment of past due rents, late charges, interest, attorney fees and costs of collection for Suite A, Suite N, and any other suites at North Main Plaza Shopping Center currently occupied by you. If you are amenable to this proposal, please contact me within fourteen (14) days of the date of this letter. Otherwise, my client will have no choice but to pursue all rights and remedies available to it under the law.

Thank you for your prompt attention to this matter. Please note that all future communications regarding North Main Plaza Shopping Center should be directed to me rather than my client. If you have questions or concerns regarding this letter, please contact my office.

With kindest regards, I am

Sincerely,



David R. Price, Jr.

Enclosure

Cc: Dr. Nayan Desai (via email only)
Dr. Mary Sokhandan (via email only)

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July 11, 2015

In accordance with Fair Debt Collection Practices Act (15 U.S.C. 1692), we advise you as follows:

1. This action is brought on behalf of North Hills-North Main Plaza, LLC in an attempt to collect a debt in the amount of \$574,416.23 as of July 11, 2016, plus interest and costs accruing thereafter.
2. Unless you dispute the validity of your debt or any portion of such debt to this law firm in writing within thirty (30) days after receipt of this letter, we will assume that the debt is valid;
3. If you notify this law firm in writing within thirty (30) days after you receive this letter that this debt or any portion thereof is disputed, we will mail you a verification of the debt and, upon your written request within the thirty-day period, North Hills-North Main Plaza, LLC will provide you with the name and address of the original creditor, if different from the current creditor.

If you have any questions about this letter, please contact me at (864) 271-2636. On behalf of North Hills-North Main Plaza, LLC, I encourage you to comply with the demands stated above.

If you have filed bankruptcy or have received a bankruptcy discharge, this Notice of Default is provided to you as required by the terms of your original contract and is not an attempt to collect a debt.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Sincerely,

David R. Price, Jr.

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AFFIDAVIT OF SERVICE

RE: Client - North Hills-North Main Plaza, LLC

PERSONALLY appeared before me the undersigned, who being duly sworn, states that he served:

(X) Letter dated July 11, 2016 with attachments

Re: Notice of Default under Commercial Lease/ Purchase Agreement
Property Address: 505 North Main St., Suite A, Greenville, SC

Notice of Termination of Month-to-Month Tenancy
Property Address: 505 North Main St., Suite A, Greenville, SC

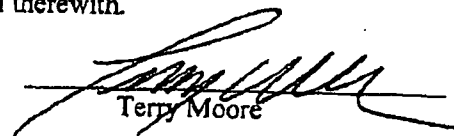
Notice to Cease and Desist Conversion of Rents
Property Address: 505 North Main St., Suite A, Greenville, SC

IN THIS ACTION ON: Alberto Alvarez, d/b/a Alvarez Enterprises, Inc.
505 North Main Street, Suite N,
Greenville, South Carolina 29609

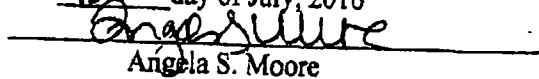
(X) by delivery to: Emma Alvarez, wife
a person of discretion residing in the same residence as the defendant and being in
such residence at the time of service.

and leaving a copy of the same at: 17 Latham Dr., Greenville SC 29617

on the 12th day of July, 2016 at 4:07 p.m. and that the deponent is not a party to this
action, and has no interest therein or in connection therewith.


Terry Moore

SWORN to and subscribed before me
this 12th day of July, 2016


Angela S. Moore

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 9-15-16

NORTH HILLS - NORTH MAIN PLAZA SHOPPING CENTER
505 NORTH MAIN STREET

COMMERCIAL LEASE/PURCHASE AGREEMENT

1. PARTIES:

This Lease/Purchase Agreement dated December 31, 2013 is made by and between North Hills-North Main Plaza, LLC (herein called "Landlord") and Alberto Alvarez, dba Alvarez Enterprises, Inc. (herein called "Tenant").

2. PREMISES:

- 2.1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the term, at the rental, and upon all of the conditions set forth herein, that certain portion of the North Main Plaza Shopping Center located on 505 North Main Street, Suite A, City of Greenville, State of South Carolina.
- 2.2. Lease is for Suite A, purchase is for entire plaza. Landlord hereby includes the entire back of the plaza (fence to fence) as part of the Tenants space. Tenants use for storage area.

3. TERM:

- 3.1. Term. The term of this Lease shall be for ten (10) years, commencing on December 31, 2013 with option to purchase property at anytime during the term.
- 3.2. Early Possession; In the event that Landlord shall permit Tenant to occupy the Premises prior to the commencement date of the term, such occupancy shall be subject to all of the provisions of this Lease. Said early possession shall not advance the termination date of this Lease.
- 3.3. Renewals. Tenant has first option to purchase the property any time before the end of the three (3) year term. Shall tenant fail to purchase property by the term, the lease will supersede and will remain in effect.

4. RENT:

For collateral he is looking property on 304 West Wilburn Avenue Greenville SC 29611.

*AA
Fifteen
Thousand
Dollars
per month
+ potential
CAM*

- 4.1. Base Rent & CAM. The net monthly base rent plus common area management fees shall be ~~Seven Thousand and no cents (\$7,000.00)~~ paid monthly with the first payment payable due Six (6) months from the completed construction of proposed building with certificate of occupancy. The Lease and each monthly installment payable thereafter on the first day of each month. Said net monthly base rent is-hereafter referred to as the "base rent". Rent for any period during the term hereon, which is for less than one month shall be a pro-rata portion of the monthly rent.
- 4.2. Additional Base Rent: The net monthly base rent will increase \$1,000 after one (1) full year of commencement date and approximately \$225 per month each following year with maximum rent of ~~ten thousand and no cents (\$10,000)~~.

Eighteen Thousand 18000

Initials: Landlord AA Tenant AA

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*2
7/16/17*

EXHIBIT B
EXHIBIT C

4.3. **Purchase Price:** The net purchase price for the entire property is ~~\$6,000,000~~ ^{8,000,000} and no cents (~~\$6,000,000~~) and Tenant has first option to purchase from the commencement date of the lease until the end date.

Tenant pays proportionate Taxes, Insurance and other fees

4.4. **Additional Charges.** This Lease is what is commonly called a gross lease, it being understood that Landlord shall receive the rent set forth in Article 4.1 without offset or deduction, (except as otherwise provided) and free and clear of any and all impositions, real estate taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. CAM is included in the net monthly lease amount.

5. Common area maintenance

5. SECURITY DEPOSIT:

5.1. A security deposit of \$0 will be due upon acceptance of this agreement.

6. USE:

6.1. **Use.** The Premises shall be used and occupied for the business purpose as long as such operation is not in violation of existing legal regulations or statutes. Tenant agrees to comply with the North Main Plaza Shopping Center and parking Rules as set forth in Exhibit B.

6.2. **Compliance with Law.** Except as otherwise provided in Article 6.1 hereof, Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term or any part of the term hereof regulating the use by Tenant of the Premises. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste.

6.3. **Condition of Premises.** Landlord shall deliver the Premises to Tenant in a clean condition on the commencement date (unless Tenant is already in possession) and Landlord warrants to Tenant that the plumbing, lighting, air conditioning and heating system in the Premises is in good working order. Tenant hereby accepts the Premises in its present condition as of the commencement date (or the date Tenant takes possession, whichever comes first) subject to all applicable zoning, municipal, county and state laws, regulations and ordinances governing and regulating the use of the Premises, and any easements, covenants or restrictions of record and accepts this Lease subject thereto. Tenant acknowledges that it has satisfied itself that the Premises is suitable for its intended use and that Landlord has not made any representation or warranty as to the present or futures suitability of the Premises (except what is noted in Exhibit A). Tenant accepts all responsibility of repairs needed to the electrical, HVAC, plumbing (except fire alarm).

7. MAINTENANCE, REPAIRS AND ALTERATIONS:

7.1. **Tenant's Obligations.** Except with respect to Landlord's obligations as set forth in this Agreement, Tenant shall, during the term of this Lease, keep in good order

Initials: Landlord MD Tenant ACA

EXHIBIT B

EXHIBIT C

condition and repair, the Premises and every part thereof, structural or non-structural, (including graffiti removal), and all adjacent sidewalks, landscaping, driveways, parking lots, fences and signs located in the areas which are adjacent to and included with the Premises. Tenant accepts all responsibility of repairs needed to the electrical, HVAC, plumbing (except fire alarm).

7.2. **Landlord's Obligations.** Landlord shall not be obligated to paint, repair or replace wall coverings, or to repair or replace any improvements that are not ordinarily a part of the Premises. Except as otherwise provided, there shall be no abatement of rent or liability of Tenant on account of any personal injury or interference with Tenant's business with respect to any improvements, alterations or repairs made by Landlord to Premises or any part thereof. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

7.3. **Alterations.** Tenant may make alterations to the Premises without Landlord's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the term. Landlord acknowledges construction of standalone building approximately 1500 - 2500 square feet to be located in the existing parking lot which will allow access to all parking areas of the entire plaza in which will allow parking spaces to the plaza and accessible by tenant.

according to Greenville City & County specifications only

8. **UTILITIES/OTHER:**

8.1. **Services Provided by Landlord.** Landlord shall provide heating, ventilation, and air conditioning as reasonably required, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use, and replacement light bulbs and /or fluorescent tubes and ballasts for standard overhead fixtures. Such services and utilities shall be provided during generally accepted business days and hours or such days or hours as may hereafter be set forth and such costs are include in base rent.

8.2. **SIGNS:** Landlord shall assign a minimum of three (3) front sign spaces on the main signage. Landlord allows Tenant to use the 2nd floor facing Academy Street for signage and advertising space.

9. **SURRENDER:**

9.1. **Surrender.** On the last day of term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear, damage by fire, acts of God or any other cause within the scope of the fire and extended coverage insurance contemplated hereunder is excepted. All structural alterations, improvements or additions which may be made on the Premises, shall become the property of Landlord and remain upon and be surrendered with the Premises at expiration of the term. Tenant's

Initials: Landlord WJ Tenant AA

machinery, equipment and other trade fixtures other than that which is affixed to the Premises so that it cannot be removed without permanent damage to the Premises, shall remain the property of Tenant and may be removed by Tenant.

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10. **INSURANCE:**

- 10.1. **Liability.** Tenant shall obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring the Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than \$1,000,000 per occurrence of bodily injury and property damage combined. Landlord shall be an additional named insured on said insurance policy or policies and said policy or policies shall provide that same cannot be canceled unless Landlord is given thirty (30) days written notice of such cancellation.
- 10.2. **Other Coverage.** Landlord shall maintain fire and extended coverage insurance on the North Main Plaza Shopping Center and the Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all its personal property, including removable trade fixtures, located in the Premises.
- 10.3. **Waiver of Subrogation.** Tenant and Landlord each waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the certificates or insurance required hereunder, give notice to the insurance carriers that the foregoing mutual waiver of subrogation is contained in this Lease.
- 10.4. **Hold Harmless.** Tenant shall indemnify, defend and hold harmless Landlord from all and any claims arising from use of the Premises by Tenant or any sub-lessee, assignee or permissive user of the Premises, or from the conduct of business or from any activity, work or things which may be permitted or suffered by Tenant in or about the Premises, and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease, including the obligation to obtain and maintain liability and fire insurance, or arising from any negligence of Tenant, its agents, contractors, employees, sub-lessees, assignees, or invitees, and from any and all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or entry to person in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, excepting where said damage arises out of the active negligence of Landlord.

Initials: Landlord MM Tenant ACT

10.5. **Exemption of Landlord from Liability.** Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or from damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises from any and all causes except the active negligence of Landlord.

11. **DAMAGE OR DESTRUCTION:**

11.1. **Damage to Premises.** In the event the improvements on the Premises are damaged or destroyed, partially or totally, from any cause covered by an insurance required to be maintained under Article 10, the Landlord shall repair, restore, and rebuild the Premises to their condition existing immediately prior to such damage or destruction. Such repair, restoration and rebuilding shall be commenced within a reasonable time after such damage or destruction.

12. **LATE CHARGES:**

*5 days
Late charges
of \$25*

12.1. **Late charges.** If any installment due under this Lease is not received by Landlord within ten (10) days after the due date, Tenant agrees to pay Landlord a penalty each month during the installment remains unpaid, and an additional sum equal to twenty-five (\$25.00) dollars per day of such overdue amount. Acceptance of such late charge shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor will it prevent the Landlord from exercising any other rights and remedies contained in this lease. Tenant shall pay any reasonable fees or accounting fines charged to Landlord for Tenants' insufficient funds checks. If Tenants issues more than one such payment, Landlord has the right in writing to demand payments be due in certified funds or cash, henceforth.

13. **ASSIGNMENT OF INTEREST:**

13.1. **Assignment of Interest.** Tenant may voluntarily assign or encumber its interest in this Lease or in the Premises, or allow any person or entity to occupy or use all or any part of the Premises, without first obtaining Landlord's written consent.

13.2. Tenant may sublease or sell property during the term to fulfill his obligations of the purchase price agreement to the Landlord.

14. **DEFAULT: REMEDIES:**

14.1. **Defaults.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a) Abandonment of the Premises by Tenant.
- b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such

Initials: Landlord MM Tenant AA

failure shall continue for a period of sixty (60) days after written notice thereof from Landlord to Tenant.

c) Tenant does not purchase property by the end of the said three (3) year term or not extension agreement has been entered.

14.2. Remedies In Default. In the event of any such default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach. Landlord, at any time after tenant commits a default, may cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid. The sum, together with interest hereon, shall be additional rent. All rent, including sums paid by Landlord pursuant to this Article 15.2 shall bear interest at the rate of ten percent (10%) per annum from the date the sum is due until Landlord is reimbursed by Tenant. Tenant loses all investments, including construction costs, payments, and collateral put forth in the plaza; however fixtures, equipment or other items that are not structurally attached to the plaza is considered owned by Tenant. Tenant will be allowed 10 days in which to obtain possession of these items.

15. GENERAL PROVISIONS:

15.1. Landlord's Interests. The term "Landlord" as use herein shall mean only the owner or owners at the time in question of the fee title or a tenant's interest in a ground Lease of the Premises. In the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers the then grantor) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligation contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's successors and assigns, only during their respective period of ownership.

15.2. Time of Essence. Time is of essence.

15.3. Incorporation of Prior Agreement; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

15.4. Binding Effect. This Lease shall bind the parties, their personal representative, successors and assigns. This Lease shall be governed by the laws of the state where the Premises are located.

Initials: Landlord ND Tenant AA

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EXHIBIT C

15.5. **Attorney's Fees.** If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court.

16. **NOTICES:** Whenever under this Lease provision is made for demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States Mail, postage prepaid, addressed at the addresses set forth herein below: To Landlord/Agent at: North Hills - North Main Plaza, 800 Pelham Road, Greenville, SC 29615.

17. **REVIEW/CHANGES BY:** Both parties are in full agreement with the terms set forth above with the exception of the following (if any) written in the space below:

The parties hereto have executed this Lease at the place and on the date specified immediately adjacent to their respective signatures.

Landlord

Executed on 1/10/14
Name Nathan Dean Title President

Witnessed by: [Signature]

Tenant

Executed on [Signature]
Name ALBERTO ALVARO Title OWNER

Witnessed by: [Signature]

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within name mortgagor(s) sign, seal and as its act and deed deliver the within written mortgage and that (s)he with the other witness subscribed above witnesses the execution thereof.

SWORN TO BEFORE ME THIS 10th DAY OF JANUARY, 2014

Charles R. Gilbert

Initials: Landlord ND Tenant AA

Charles R. Allbut

EXHIBIT B

EXHIBIT C

Notary Public for South Carolina

Witness

My Commission expires: May 7, 2022

EXHIBIT A

LANDLORD'S WORK

Landlord shall provide the space in "AS-IS" condition with the following exceptions:

ALL OTHER: All other improvements or alterations of the premises shall be the total responsibility of the Tenant. All such Tenant improvements must be performed by licensed Contractors, performed in a professional workman type manner and in the Tenant's sole expense.

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Initials: Landlord AW Tenant af

**EXHIBIT B
NORTH MAIN PLAZA SHOPPING CENTER REGULATIONS AND PARKING RULES**

1. Tenant shall not allow the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Tenant shall not make or permit any noise or odors that annoy or interfere with other tenants or persons having business within the North Main Plaza Shopping Center.
3. Tenant shall not keep animals or birds within the Office Building Complex, and shall not bring bicycles, motorcycles or other vehicles into areas not designated.
4. Tenant shall not make or permit litter except in appropriate receptacles for that purpose.
5. Tenant shall not alter any lock or install new or additional locks or bolts.
6. Tenant shall be responsible for the inappropriate use of any bathrooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
7. Tenant shall not deface the walls, partitions or other surfaces of the Premises or North Main Plaza Shopping Center.
8. Tenant shall not suffer or permit anything in or around the Premises or building that causes excessive vibration or floor loading in any part of the North Main Plaza Shopping Center.
9. Furniture, significant freight and equipment shall be moved into or out of the building only with the Landlord's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Landlord. Tenant shall be responsible for any damage to the North Main Plaza Shopping Center arising from any such activity.
10. Tenant shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Landlord.
11. Landlord reserves the right to close and lock the North Main Plaza Shopping Center on Saturdays, Sundays and legal holidays, and on other days between the hours of 9:00 P.M. and 6:00 A.M. of the following day. If Tenant uses the Premises during such periods, Tenant shall be responsible for securely locking any doors it may have opened for entry.
12. Tenant shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
13. Reasonable signs on window and signs or banners above suite are allowed so long as accurate procedures are obtained from the City of Greenville code Ordinance. No outside window coverings, shades or awnings shall be installed or used by Tenant.
14. No Tenant, employee or invitee shall go upon the roof of the North Main Plaza Shopping Center.
15. Tenant shall not permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Landlord as non-smoking areas.
16. Tenant shall not use any method of heating or air conditioning other than as provided by Landlord.
17. Tenant shall not install, maintain or operate any vending machines upon the Premises without Landlord's written consent.
18. Tenant shall not use the Premises for lodging or manufacturing, cooking or food preparation.
19. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.
20. Landlord reserves the right to waive any one of these rules or regulations, and/or as to any particular Tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Tenant.
21. Tenant assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.

Initials: Landlord NMD Tenant ACT

EXHIBIT C

EXHIBIT B

Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the North Main Plaza Shopping Center and its occupants. Tenant agrees to abide by these and such rules and regulations.

24. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles".

25. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant employees, supplies, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated for such activities.

27. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

28. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

30. Tenant shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.

31. Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.

Tenant: [Signature]

Date 1/10/14

Landlord: [Signature]

Date 1/10/14

Initials: Landlord NW Tenant CA

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE	)	C.A.: 2016-CP-23-04912
)	
North Hills – North Main Plaza, LLC))	
)	
Plaintiff,	)	AFFIDAVIT OF T. HAROLD JENKINS
Vs.)	
)	
Alberto Alvarez,)	
d/b/a Alvarez Enterprises, Inc.,)	
)	
Defendant.)	
_____)	

Before the undersigned personally appeared **T. Harold Jenkins**, who, after being duly sworn, states:

1. I am a citizen and resident of Greenville County, South Carolina, over the age of eighteen (18), competent to testify and the facts set forth herein are those personally known unto me.
2. I am the President and Authorized Agent of Greenville East, Inc., d/b/a Greenville East Real Estate ("Greenville East").
3. In or about December 2016, I was hired by North Hills – North Main Plaza, LLC to manage the North Main Plaza Shopping Center located at 505 North Main Street, Greenville, South Carolina (the "Shopping Center").
4. One of my first tasks as property manager was to change locks in Units H-1 and Unit I at the Shopping Center after they were abandoned by their prior tenant, a nail salon.

5. On Thursday, January 25, 2017, I received a call from Bob Ellis, the tenant in Unit G-1 at the Shopping Center, who advised me that there was a locksmith who was changing the locks in Units H-1 and Unit I.

6. I called the locksmith at the telephone number provided by Bob Ellis, but the locksmith did not speak English. I spoke to a person who identified herself as the locksmith's daughter and directed her not to change the locks. She explained that the locksmith had been directed to change the locks by Alberto Alvarez, and the locksmith changed the locks despite my instructions not to do so.

7. Later that day I received a call from Alberto Alvarez, who stated that he wanted to show me an agreement that he said made him the owner of the Shopping Center.

8. I contacted Dr. Mary Sokhandan, who I understand is one of the principals of North Hills – North Main Plaza, LLC.

9. Dr. Sokhandan and I then went to a meeting with Alberto Alvarez at his office in Suite N of the Shopping Center.

10. At the meeting, Alberto Alvarez told me that he owns all of the shopping center, and told me that he was in charge of all of the shopping center.

11. Alberto Alvarez directed me not to come to the Shopping Center anymore, and gave me a copy of the agreement that he said made him the owner.

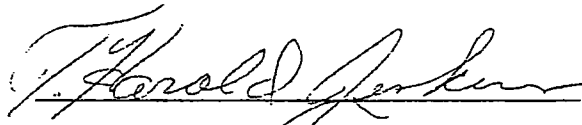
12. A true and accurate copy of the document that Alberto Alvarez gave to me is attached hereto as **Exhibit A**.

13. After the meeting, I left the Shopping Center and have not been back there.

14. On Monday, January 30, 2017, Bob Ellis called me again and said that he common hallway connected to Unit G, Unit H-1 and Unit I smelled terrible, that the doors to Units H-1 and Unit I were wide open, and that Alberto Alvarez and some other men were in the units tearing walls out.


15. On Tuesday, January 31, 2017, Bob Ellis called me again and told me that his water had been turned off as a result of the Alvarez's work at Unit H-1 and Unit I. I instructed him to contact Dr. Desai, who I understand to be a principal of North Hills - North Main Plaza, LLC.

UNDER THE PAINS AND PENALTIES OF PERJURY, FURTHER AFFIANT SAYETH NAUGHT.


T. HAROLD JENKINS

SWORN to before me this

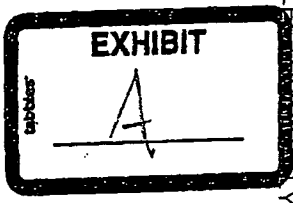
2 day of February 2, 2017



NOTARY PUBLIC FOR South Carolina

MY COMMISSION EXPIRES: Aug. 2, 2022

NORTH HILLS - NORTH MAIN PLAZA SHOPPING CENTER
505 NORTH MAIN STREET



ELECTRONICALLY FILED - 2017 Feb 03 2:24 PM - GREENVILLE - COMMON PLEAS - CASE#2016CP2304912

COMMERCIAL LEASE/PURCHASE AGREEMENT

1. PARTIES:

This Lease/Purchase Agreement dated December 31, 2013 is made by and between North Hills-North Main Plaza, LLC (herein called "Landlord"), and Alberto Alvarez, dba Alvarez Enterprises, Inc. (herein called "Tenant").

2. PREMISES:

- 2.1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the term, at the rental, and upon all of the conditions set forth herein, that certain portion of the North Main Plaza Shopping Center located on 505 North Main Street, Suite A, City of Greenville, State of South Carolina.
- 2.2. Lease is for Suite A, purchase is for entire plaza. Landlord hereby includes the entire back of the plaza (fence to fence) as part of the Tenants space. Tenants use for storage area.

40-100 sq ft storage area back fence to fence

3. TERM:

*year lease option to purchase property by 2023. Dec 31
years to lease for last 7 years*

- 3.1. Term. The term of this Lease shall be for ten (10) years, commencing on December 31, 2013 with option to purchase property at anytime during the term.
- 3.2. Early Possession; In the event that Landlord shall permit Tenant to occupy the Premises prior to the commencement date of the term, such occupancy shall be subject to all of the provisions of this Lease. Said early possession shall not advance the termination date of this Lease.
- 3.3. Renewals. Tenant has first option to purchase the property any time before the end of the three (3) year term. Shall tenant fail to purchase property by the term, the lease will supersede and will remain in effect.

4. RENT:

*AA
Fill in
thousand
dollars
per month
AM EXPENSES
+ some percent*

- 4.1. Base Rent & CAM. The net monthly base rent plus common area management fees shall be ~~Seven Thousand and no cents (\$7,000.00)~~ paid monthly with the first payment payable due Six (6) months from the completed construction of proposed building with certificate of occupancy. The Lease and each monthly installment payable thereafter on the first day of each month. Said net monthly base rent is-hereafter referred to as the "base rent". Rent for any period during the term hereon, which is for less than one month shall be a pro-rata portion of the monthly rent.
- 4.2. Additional Base Rent: The net monthly base rent will increase \$1,000 after one (1) full year of commencement date and approximately \$225 per month each following year with maximum rent of ~~ten thousand and no cents (\$10,000)~~.

for collateral he is deed long and property on 304 West Wilburn Avenue Greenville SC 29611

Eighteen Thousand 18000

Initials: Landlord AA Tenant AA

*AA
2 month*

Exhibit D
2-17-17 Miller

8,000,000

4.3. **Purchase Price:** The net purchase price for the entire property is ~~Six Million~~ and no cents (~~\$6,000,000~~) and Tenant has first option to purchase from the commencement date of the lease until the end date.

Tenant pay proportionate
Taxes Insurance
and other fees
million

4.4. **Additional Charges:** This Lease is what is commonly called a gross lease, it being understood that Landlord shall receive the rent set forth in Article 4.1 without offset or deduction, (except as otherwise provided) and free and clear of any and all impositions, real estate taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. CAM is included in the net monthly lease amount.

5. **SECURITY DEPOSIT:**

cell on maintenance

5.1. A security deposit of \$0 will be due upon acceptance of this agreement.

6. **USE:**

6.1. **Use.** The Premises shall be used and occupied for the business purpose as long as such operation is not in violation of existing legal regulations or statutes. Tenant agrees to comply with the North Main Plaza Shopping Center and parking Rules as set forth in Exhibit B.

6.2. **Compliance with Law.** Except as otherwise provided in Article 6.1 hereof, Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term or any part of the term hereof regulating the use by Tenant of the Premises. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste.

6.3. **Condition of Premises.** Landlord shall deliver the Premises to Tenant in a clean condition on the commencement date (unless Tenant is already in possession) and Landlord warrants to Tenant that the plumbing, lighting, air conditioning and heating system in the Premises is in good working order. Tenant hereby accepts the Premises in its present condition as of the commencement date (or the date Tenant takes possession, whichever comes first) subject to all applicable zoning, municipal, county and state laws, regulations and ordinances governing and regulating the use of the Premises, and any easements, covenants or restrictions of record and accepts this Lease subject thereto. Tenant acknowledges that it has satisfied itself that the Premises is suitable for its intended use and that Landlord has not made any representation or warranty as to the present or future suitability of the Premises (except what is noted in Exhibit A). Tenant accepts all responsibility of repairs needed to the electrical, HVAC, plumbing (except fire alarm).

7. **MAINTENANCE, REPAIRS AND ALTERATIONS:**

7.1. **Tenant's Obligations.** Except with respect to Landlord's obligations as set forth in this Agreement, Tenant shall, during the term of this Lease, keep in good order

Initials: Landlord NMD Tenant ACA

condition and repair, the Premises and every part thereof, structural or non-structural, (including graffiti removal), and all adjacent sidewalks, landscaping, driveways, parking lots, fences and signs located in the areas which are adjacent to and included with the Premises. Tenant accepts all responsibility of repairs needed to the electrical, HVAC, plumbing (except fire alarm).

7.2. **Landlord's Obligations.** Landlord shall not be obligated to paint, repair or replace wall coverings, or to repair or replace any improvements that are not ordinarily a part of the Premises. Except as otherwise provided, there shall be no abatement of rent or liability of Tenant on account of any personal injury or interference with Tenant's business with respect to any Improvements, alterations or repairs made by Landlord to Premises or any part thereof. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

According to
Provision
of Security
Specifications
7.3.

7.3. **Alterations.** Tenant may make alterations to the Premises without Landlord's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the term. Landlord acknowledges construction of standalone building approximately 1500 - 2500 square feet to be located in the existing parking lot which will allow access to all parking areas of the entire plaza in which will allow parking spaces to the plaza and accessible by tenant.

Building has no impact on terms of lease

8. UTILITIES/OTHER:

8.1. **Services Provided by Landlord.** Landlord shall provide heating, ventilation, and air conditioning as reasonably required, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use, and replacement light bulbs and /or fluorescent tubes and ballasts for standard overhead fixtures. Such services and utilities shall be provided during generally accepted business days and hours or such days or hours as may hereafter be set forth and such costs are include in base rent.

8.2. **SIGNS:** Landlord shall assign a minimum of three (3) front sign spaces on the main signage. Landlord allows Tenant to use the 2nd floor facing Academy Street for signage and advertising space.

9. SURRENDER:

*Assume
in four
condol*

9.1. **Surrender.** On the last day of term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear, damage by fire, acts of God or any other cause within the scope of the fire and extended coverage insurance contemplated hereunder is excepted. All structural alterations, improvements or additions which may be made on the Premises, shall become the property of Landlord and remain upon and be surrendered with the Premises at expiration of the term. Tenant's

*Surrender - not purchase
you surrender
new building*

Initials: Landlord ms Tenant AA

machinery, equipment and other trade fixtures other than that which is affixed to the Premises so that it cannot be removed without permanent damage to the Premises, shall remain the property of Tenant and may be removed by Tenant.

10. INSURANCE:

10.1. **Liability.** Tenant shall obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring the Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than \$1,000,000 per occurrence of bodily injury and property damage combined. Landlord shall be an additional named insured on said insurance policy or policies and said policy or policies shall provide that same cannot be canceled unless Landlord is given thirty (30) days written notice of such cancellation.

10.2. **Other Coverage.** Landlord shall maintain fire and extended coverage insurance on the North Main Plaza Shopping Center and the Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all its personal property, including removable trade fixtures, located in the Premises.

10.3. **Waiver of Subrogation.** Tenant and Landlord each waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the certificates or insurance required hereunder, give notice to the insurance carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

10.4. **Hold Harmless.** Tenant shall indemnify, defend and hold harmless Landlord from all and any claims arising from use of the Premises by Tenant or any sub-lessee, assignee or permissive user of the Premises, or from the conduct of business or from any activity, work or things which may be permitted or suffered by Tenant in or about the Premises, and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease, including the obligation to obtain and maintain liability and fire insurance, or arising from any negligence of Tenant, its agents, contractors, employees, sub-lessees, assignees, or invitees, and from any and all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or entry to person in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, excepting where said damage arises out of the active negligence of Landlord.

held as certificate holder

fire protection not noted

*not 17 days
may state
added to addendum
claim stage in
are we allowed*

Initials: Landlord MM Tenant AA

10.5. **Exemption of Landlord from Liability.** Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or from damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises from any and all causes except the active negligence of Landlord.

11. **DAMAGE OR DESTRUCTION:**

11.1. **Damage to Premises.** In the event the improvements on the Premises are damaged or destroyed, partially or totally, from any cause covered by an insurance required to be maintained under Article 10, the Landlord shall repair, restore, and rebuild the Premises to their condition existing immediately prior to such damage or destruction. Such repair, restoration and rebuilding shall be commenced within a reasonable time after such damage or destruction.

12. **LATE CHARGES:**

*5 days
Late charges
at \$25*

12.1. **Late charges.** If any installment due under this Lease is not received by Landlord within ten (10) days after the due date, Tenant agrees to pay Landlord a penalty each month during the installment remains unpaid, and an additional sum equal to twenty-five (\$25.00) dollars per day of such overdue amount. Acceptance of such late charge shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor will it prevent the Landlord from exercising any other rights and remedies contained in this lease. Tenant shall pay any reasonable fees or accounting fines charged to Landlord for Tenants' insufficient funds checks. If Tenants issues more than one such payment, Landlord has the right in writing to demand payments be due in certified funds or cash, henceforth.

13. **ASSIGNMENT OF INTEREST:**

*on sell
or lease
to help pay*

13.1. **Assignment of interest.** Tenant may voluntarily assign or encumber its interest in this Lease or in the Premises, or allow any person or entity to occupy or use all or any part of the Premises, without first obtaining Landlord's written consent.

13.2. Tenant may sublease or sell property during the term to fulfill his obligations of the purchase price agreement to the Landlord.

14. **DEFAULT: REMEDIES:**

14.1. **Defaults.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a) Abandonment of the Premises by Tenant.
- b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such

Initials: Landlord MMJ Tenant AA

3 year

failure shall continue for a period of sixty (60) days after written notice thereof from Landlord to Tenant.

c) Tenant does not purchase property by the end of the said three (3) year term or not extension agreement has been entered.

14.2. Remedies in Default. In the event of any such default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach. Landlord, at any time after tenant commits a default, may cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid. The sum, together with interest hereon, shall be additional rent. All rent, including sums paid by Landlord pursuant to this Article 15.2 shall bear interest at the rate of ten percent (10%) per annum from the date the sum is due until Landlord is reimbursed by Tenant. Tenant loses all investments, including construction costs, payments, and collateral put forth in the plaza; however fixtures, equipment or other items that are not structurally attached to the plaza is considered owned by Tenant. Tenant will be allowed 10 days in which to obtain possession of these items.

15. GENERAL PROVISIONS:

15.1. Landlord's interests. The term "Landlord" as use herein shall mean only the owner or owners at the time in question of the fee title or a tenant's interest in a ground Lease of the Premises. In the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers the then grantor) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligation contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's successors and assigns, only during their respective period of ownership.

15.2. Time of Essence. Time is of essence.

15.3. Incorporation of Prior Agreement; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

15.4. Binding Effect. This Lease shall bind the parties, their personal representative, successors and assigns. This Lease shall be governed by the laws of the state where the Premises are located.

Initials: Landlord NW Tenant AD

15.5. **Attorney's Fees.** If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court.

16. **NOTICES:** Whenever under this Lease provision is made for demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States Mail, postage prepaid, addressed at the addresses set forth herein below: To Landlord/Agent at: North Hills - North Main Plaza, 800 Palham Road, Greenville, SC 29615.

17. **REVIEW/CHANGES BY:** Both parties are in full agreement with the terms set forth above with the exception of the following (if any) written in the space below:

The parties hereto have executed this Lease at the place and on the date specified immediately adjacent to their respective signatures.

Landlord

Executed on 1/10/14
Name Nayam A. Dean Title President
Witnessed by: [Signature]

Tenant

Executed on [Signature]
Name MARIE ALVARO Title OWNER
Witnessed by: [Signature]

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within name mortgagor(s) sign, seal and as its act and deed deliver the within written mortgage and that (s)he with the other witness subscribed above witnesses the execution thereof.

SWORN TO BEFORE ME THIS 10th DAY OF JANUARY, 2014

Charles R. Gilbert

Initials: Landlord ND Tenant MA

Charles R. Smith

Notary Public for South Carolina

Witness

My Commission expires: May 7, 2022

EXHIBIT A

LANDLORD'S WORK

Landlord shall provide the space in "AS-IS" condition with the following exceptions:

ALL OTHER: All other improvements or alterations of the premises shall be the total responsibility of the Tenant. All such Tenant improvements must be performed by licensed Contractors, performed in a professional workman type manner and in the Tenant's sole expense.

ELECTRONICALLY FILED - 2017 Feb 03 2:24 PM - GREENVILLE - COMMON PLEAS - CASE#2016CP2304912

Initials: Landlord ND Tenant CA

**EXHIBIT B
NORTH MAIN PLAZA SHOPPING CENTER REGULATIONS AND PARKING RULES**

1. Tenant shall not allow the obstruction of any Common Areas, including driveways, walkways and stairways.
3. Tenant shall not make or permit any noise or odors that annoy or interfere with other tenants or persons having business within the North Main Plaza Shopping Center.
4. Tenant shall not keep animals or birds within the Office Building Complex, and shall not bring bicycles, motorcycles or other vehicles into areas not designated.
5. Tenant shall not make or permit litter except in appropriate receptacles for that purpose.
6. Tenant shall not alter any lock or install new or additional locks or bolts.
7. Tenant shall be responsible for the inappropriate use of any bathrooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Tenant shall not deface the walls, partitions or other surfaces of the Premises or North Main Plaza Shopping Center.
9. Tenant shall not suffer or permit anything in or around the Premises or building that causes excessive vibration or floor loading in any part of the North Main Plaza Shopping Center.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Landlord's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Landlord. Tenant shall be responsible for any damage to the North Main Plaza Shopping Center arising from any such activity.
11. Tenant shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Landlord.
12. Landlord reserves the right to close and lock the North Main Plaza Shopping Center on Saturdays, Sundays and legal holidays, and on other days between the hours of 9:00 P.M. and 6:00 A.M. of the following day. If Tenant uses the Premises during such periods, Tenant shall be responsible for securely locking any doors it may have opened for entry.
13. Tenant shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. Reasonable signs on window and signs or banners above suite are allowed so long as accurate procedures are obtained from the City of Greenville code Ordinance. No outside window coverings, shades or awnings shall be installed or used by Tenant.
15. No Tenant, employee or invitee shall go upon the roof of the North Main Plaza Shopping Center.
16. Tenant shall not permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Landlord as non-smoking areas.
17. Tenant shall not use any method of heating or air conditioning other than as provided by Landlord.
18. Tenant shall not install, maintain or operate any vending machines upon the Premises without Landlord's written consent.
19. Tenant shall not use the Premises for lodging or manufacturing, cooking or food preparation.
20. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.
21. Landlord reserves the right to waive any one of these rules or regulations, and/or as to any particular Tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Tenant.
22. Tenant assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.

Initials: Landlord ND Tenant AG

- 23. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the North Main Plaza Shopping Center and its occupants. Tenant agrees to abide by these and such rules and regulations.
- 24. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles".
- 25. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated for such activities.
- 27. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
- 28. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
- 30. Tenant shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
- 31 Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.

Tenant: [Signature] Date 1/10/14
 Landlord: [Signature] Date 1/10/14

Initials: Landlord MM Tenant OS

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)
)
 North Hills – North Main Plaza, LLC)
)
 Plaintiff,)
 Vs.)
)
 Alberto Alvarez,)
 d/b/a Alvarez Enterprises, Inc.,)
)
 Defendant.)
 _____)

IN THE COURT OF COMMON PLEAS
 C.A.: 2016-CP-23-04912

AFFIDAVIT OF DR. MARY SOKHANDAN

Before the undersigned personally appeared **Dr. Mary Sokhandan**, who, after being duly sworn, states:

1. I am a citizen and resident of Greenville County, South Carolina, over the age of eighteen (18), competent to testify and the facts set forth herein are those personally known unto me.
2. I am a member and authorized agent of North Hills – North Main Plaza, LLC, which owns North Main Plaza Shopping Center located at 505 North Main Street, Greenville, South Carolina (the "Shopping Center").
3. In or about December of 2016, we hired Harold Jenkins at Greenville East Real Estate to act as property manager for the Shopping Center.
4. One of Mr. Jenkins' first tasks as property manager was to change locks in Units H-1 and Unit I at the Shopping Center after they were abandoned by their prior tenant, a nail salon.
5. On Thursday, January 25, 2017, I received a call from Mr. Jenkins, who advised me that a locksmith had come to the Shopping Center and changed the locks in

Units H-1 and Unit I; and that Mr. Jenkins had received a call from Alberto Alvarez, who stated that he wanted to show me an agreement that he said made him the owner of the Shopping Center.

6. Mr. Jenkins and I went to a meeting with Alberto Alvarez at his office in Suite N of the Shopping Center.

7. I am aware that North Hills - North Main Plaza, LLC, through its attorney, had previously served notice on Mr. Alvarez on July 11, 2016, that we were terminating Mr. Alvarez's month-to-month tenancy in Suite N, and directing Mr. Alvarez to quit the premises in Suite N.

8. It was clear from our meeting that Mr. Alvarez has not quit his occupancy of Suite N.

9. At the meeting, Alberto Alvarez handed Mr. Jenkins a document and told us that his Lease Agreement as to Suite A, which is the subject of pending litigation, means that he owns all of the shopping center, and gives him the right to do anything he wants to the entire shopping center.

10. Alberto Alvarez directed Harold Jenkins not to come to the Shopping Center anymore, and stated that if Mr. Jenkins continued to come to the Shopping Center and make efforts to manage the Shopping Center, that Mr. Alvarez would call the police and have Mr. Jenkins arrested.

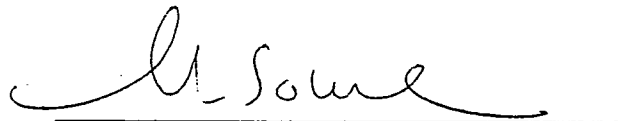
11. Alberto Alvarez told Mr. Jenkins and me that if we had prospective tenants at the Shopping Center, then we must direct them to Mr. Alvarez and he will take care of it.

12. At some point during this meeting, Mr. Alvarez complained of a language barrier and put me on the telephone with a person who identified himself as George Lansi. Mr. Lansi argued with me about Mr. Alvarez's rights in the shopping center. I explained that Mr. Alvarez had a right to Suite A while the litigation was pending, but he did not have a right to manage the other units in the Shopping Center.

13. At the end of the conversation Mr. Lansi agreed that I was right, but Mr. Alvarez maintains that he has a right to occupy and manage the rest of the units in the Shopping Center.

14. I am concerned that Mr. Alvarez is occupying units without paying rent, that he is damaging units, that he is interfering with our contractual relationship with our tenants, and that he may be converting or attempting to convert rents from tenants that are rightfully owed to North Hills – North Main Plaza, LLC.


UNDER THE PAINS AND PENALTIES OF PERJURY, FURTHER AFFIANT SAYETH NAUGHT.



MARY SOKHANDAN

SWORN to before me this

2 day of February 2, 2017



NOTARY PUBLIC FOR State of South Carolina

MY COMMISSION EXPIRES: My Commission Expires December 10, 2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE	)	C.A. No.: 2016-CP-23-04912
)	
North Hills – North Main Plaza, LLC,)	
)	
Plaintiff,)	
)	
vs.	)	CERTIFICATE OF MAILING
)	
Alberto Alvarez,)	
d/b/a Alvarez Enterprises, Inc.,)	
)	
Defendant.)	
)	

This is to certify that the undersigned did cause a copy of the *Plaintiff's Motion for Temporary Restraining Order/Injunction and Plaintiff's Motion for Summary Judgment* in this matter to be served upon the below listed by placing a copy of the same in an envelope addressed as shown below and depositing the same in the United States mail with proper postage affixed thereto on the 6th day of February, 2017.

Alberto Alvarez, d/b/a/ Alvarez Enterprises, Inc.
 17 Latham Drive
 Greenville, SC 29617

Dawn Brown

Dawn Brown
 Paralegal to David R. Price, Jr.

SWORN to and subscribed before me this
 6th day of February 2017

Carolyn B. Couch
 NOTARY PUBLIC FOR SOUTH CAROLINA
 My Commission Expires: 07/24/2024

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE	)	C.A. No.: 2016-CP-23-04912
)	
North Hills – North Main Plaza, LLC,)	
)	
Plaintiff,)	
)	
vs.	)	CERTIFICATE OF MAILING
)	
Alberto Alvarez,)	
d/b/a Alvarez Enterprises, Inc.,)	
)	
Defendant.)	
_____)	

This is to certify that the undersigned did cause a copy of the *Notice of Hearing regarding Plaintiff's Motion for Summary Judgment* in this matter to be served upon the below listed by placing a copy of the same in an envelope addressed as shown below and depositing the same in the United States mail with proper postage affixed thereto on the 6th day of February, 2017.

Alberto Alvarez, d/b/a/ Alvarez Enterprises, Inc.
 17 Latham Drive
 Greenville, SC 29617

Dawn Brown
 Dawn Brown
 Paralegal to David R. Price, Jr.

SWORN to and subscribed before me this
6th day of February, 2017
Carolyn B. Couch
 NOTARY PUBLIC FOR SOUTH CAROLINA
 My Commission Expires: 07/24/2024

THE STATE OF SOUTH CAROLINA

In The Court Of Appeals

Case No: 2016-cp-000152

PROOF OF SERVICE

RECEIVED

FEB 21 2017

SC Court of Appeals

Jean Elliott, aka Betty Jean Elliott
, Individually and as Personal
representative of the estate of
Ervin W. Elliott.


Respondent

vs.

Alberto Alvarez, appellant and
representative appellant for
Guadalupe Ledesma-Martinez
and Estella Gutierrez-Garcia.

Appellant

I'm Mr. Alberto Alvarez – Alvarez enterprises llc appellant, hereby attest in fact that I served a copy of this letter of inquiry related to the above referenced; ninety (90) days extension for final brief description. The Honorable Jenny Abbott Kitchings, Clerk of Court of the South Carolina Court of Appeals, located at 1220 Senate Street, Columbia South Carolina 29201 By the United States Postal Service, postage prepaid, on this day of February 20, 2017

 *Attorney pro se*

Mr. Alberto Alvarez
17 Latham Drive
Greenville SC 29617
864-275-7780

alvarezenterprisesllc@yahoo.com

✓

THE STATE OF SOUTH CAROLINA

In The Court Of Appeals

Case No: 2016-cp-000152

PROOF OF SERVICE

RECEIVED

FEB 21 2017

SC Court of Appeals
Respondent

Jean Elliott, aka Betty Jean Elliott
, Individually and as Personal
representative of the estate of
Ervin W. Elliott.

vs.

Appellant

Alberto Alvarez, appellant and
representative appellant for
Guadalupe Ledesma-Martinez
and Estella Gutierrez-Garcia.

I'm Mr. Alberto Alvarez – Alvarez enterprises llc appellant, hereby attest in fact that I served a copy of this letter of inquiry related to the above referenced; ninety (90) days extension for final brief description. Action, upon David R. Clarke Esq. Attorney for Respondent" at his address of business - 3609 Stoney Ridge Trail, Middleton VA, 23112 - By the United States Postal Service, postage prepaid, on this day of February 20, 2017

 *AA*
Attorney pro se

Mr. Alberto Alvarez
17 Latham Drive
Greenville SC 29617
864-275-7780

alvarezenterprisesllc@yahoo.com

THE STATE OF SOUTH CAROLINA

In The Court Of Appeals

Case No: 2016-cp-000152

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PROOF OF SERVICE

SC Court of Appeals

Jean Elliott, aka Betty Jean Elliott
, Individually and as Personal
representative of the estate of
Ervin W. Elliott.

Respondent

vs.

Alberto Alvarez, appellant and
representative appellant for
Guadalupe Ledesma-Martinez
and Estella Gutierrez-Garcia.

Appellant

I'm Mr. Alberto Alvarez – Alvarez enterprises llc appellant, hereby attest in fact that I served a copy of this letter of inquiry related to the above referenced; ninety (90) days extension for final brief description. To Respondent, J. Guadalupe Ledesma-Martinez and Estela Gutierrez-Garcia, last known address of 14 Henderson Street, Greenville, SC 29611. By the United States Postal Service, postage prepaid, on this day of February 20, 2017

 *Attorney pro se*

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