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May 4, 2017

RECEIVED

MAY 08 2017

SC Court of Appeals

Aimee Leary, Esquire
Wendell Hawkins, Esquire
103-C Regency Commons Drive
Greer, SC 29650

Re: ABC Amusements, Inc., and Scott Wiener v. Michael O. Howard, High-Lite
Rides, Inc., and MGR Rides, LLC [Appeal]
Appellate Case No.: 2015-002648

Dear Ms. Leary:

Pursuant to your request, enclosed is a copy of Appellants' Amended Index to include the Exhibit identified as R. p. 480-494 in regard to the above-referenced matter.

I have also included a Proof of Service for same.

Sincerely,

DUGGAN & HUGHES, LLC



Daniel R. Hughes

DRH/seg
Enclosure

Cc: Clerk of Court ✓
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

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AGREEMENT FOR PURCHASE AND SALE OF EQUIPMENT

THIS AGREEMENT FOR PURCHASE AND SALE OF EQUIPMENT (hereinafter call Agreement) dated April 1, 2010 by and among ABC Amusements (hereinafter referred to as Purchaser), Scott Wiener, an individual residing in Greenville County, South Carolina who is the sole owner of the Purchaser (hereinafter referred to as Wiener), and Michael O. Howard an individual residing in Greenville County, South Carolina who is the sole owner of the equipment to be sold, (hereinafter referred to as Seller).

RECITALS:

WHEREAS, Purchaser is a South Carolina company engaged in the business of amusement rides with its principal place of business at 286 Rocky Creek Road, Greenville, South Carolina 29615;

WHEREAS, Wiener an individual residing at 930 Old Williamston Road, Piedmont, SC 29673 who is the sole owner of the Purchaser;

WHEREAS, Seller an individual residing at 472 Pearson Road, Greer, South Carolina 29651 who is the owner of all the equipment to be sold; and

WHEREAS, Purchaser, Seller and Wiener desire to enter into this Agreement relating to the purchase of certain equipment and other activities relating solely to the Business.

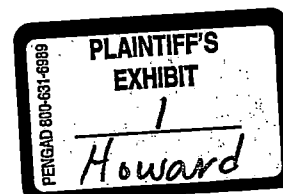
NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants, conditions, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I THE TRANSACTION

1.1 Purchase and Sale of Equipment. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Purchaser agrees to buy the Equipment (as hereinafter defined) (as hereinafter referred to as Equipment).

1.2 Purchased Equipment. The Equipment to be purchase is detailed in attached "A" and is sold "as is", "where is" and "how is". Seller makes no warranties.

1.3 Transfer of Title. Seller agrees to transfer title of the equipment when Purchaser has paid for the equipment in full including any outstanding maintenance and late penalties. Until the all the Equipment is paid in full the title to the Equipment shall remain with the Seller.



ARTICLE II
CONSIDERATION FOR EQUIPMENT

2.1 Purchase Price. The purchase price (APurchase Price@) for the Equipment shall be Six Hundred and Thirty-Three Thousand and No/100 (\$633,000.00) Dollars.

2.2 Payment Schedule. The Purchase Price set forth in Section 2.1 above shall be paid in installments on the following Schedule: Ten Thousand dollars shall be paid at signing of this agreement then starting in May 1,2010 payment of eight thousand and three hundred and thirty-three dollars and thirty-three cents (\$8,333.33) shall be made for six (6) months on the first day of each month. In the year 2011, no payments for the first six months then starting in May 1,2011 payment of eight thousand and three hundred and thirty-three dollars and thirty-three cents (\$8,333.33) shall be made for six (6) months on the first day of each month. In the year 2012, no payments for the first six months then starting in May 1,2012 payment of thirteen thousand and seven hundred and thirty-eight dollars and twenty cents (\$13,738.20) shall be made for six (6) months on the first day of each month. In the year 2013, no payments for the first six months then starting in May 1, 2013 payment of thirteen thousand and seven hundred and thirty-eight dollars and twenty cents (\$13,738.20) shall be made for six (6) months on the first day of each month. In the year 2014 and for each year thereafter until paid in full the payment schedule shall be the same as the year 2013.

2.3 Interest on the outstanding balance. The portion of the Purchase Price which remains unpaid shall be subject to an interest rate of 2% per year calculated on a monthly rate of 0.1667%.

2.4 Promissory Note. Six Hundred and Twenty-Three Thousand and No/100 (\$623,000.00) Dollars shall be paid by Purchaser to Seller in the form of a Promissory Note having a term of ten (10) years and interest at eight percent (2%) per annum, and payable per the schedule of para. 2.1 above with interest accumulating starting one (1) month after the date of execution.

2.5 Security for Promissory Note. The negotiable Promissory Note delivered by Purchaser to Seller referred to in Section 2.4 above shall be personally guaranteed by Wiener.

2.6 Pre-Payment Penalties. Purchaser may pre-pay or pay in full at any time without penalties.

ARTICLE III
ADDITIONAL AGREEMENTS WITH SELLER

3.1 Non-Competition Agreement. Purchaser and Seller shall execute a Non-Competition Agreement to prohibit Seller from competing with the business of Purchaser under the terms and conditions specified in that Agreement.

ARTICLE IV
THE SALE AND TRANSFER OF EQUIPMENT

4.1 Sale. The sale and transfer of equipment shall occur at 10:00 a.m. on or before April 30, 2010, or at such other time as may be mutually agreed upon by the parties at the offices of _____, located at _____, Greenville, South Carolina. Upon consummation, the Sale shall be deemed to have been effective as of the Effective Date.

4.2 Deliveries by Purchaser.

At the Sale, Purchaser shall deliver the following:

(a) A cashier's check or wire transfer payable to Seller in the amount of Ten Thousand Dollars (\$10,000.00);

(b) A Promissory Note made payable to Seller in the amount of Six Hundred and Twenty-Three Thousand and No/100 (\$623,000.00) Dollars, with personal guarantee of payment by Wiener appended thereto, as provided for in Section 2.5;

(c) Non-Competition Agreement between Purchaser and Seller;

4.3 Deliveries by Seller. At the sale, Seller shall deliver the following:

(a) Seller shall provide access to the equipment and any documentation as may be required by Purchaser that Purchaser is owner of the equipment

(b) Non-Competition Agreement between Purchaser and Seller;

(c) All remaining rides will be completed by 9/01/2010

Jens wheel 8/01/10 JW

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER

Seller and Purchaser, jointly and severally, represent and warrant to Purchaser and Morgan as of the Closing Date as follows:

6.1 Authority. Seller and Purchaser have the full legal right, power and authority, without the consent of any other person, to execute and deliver this Agreement and the agreements to be delivered at the sale and to carry out the transactions contemplated hereby and thereby.

6.2 Properties.

(a) All the Equipment owned by Seller has been inspected by Purchaser and are so. AAs is@ , "Where is" , and "How is" without any warranty of merchantability or fitness. @
THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ATTACHED TO ANY OF THE PROPERTY TO BE TRANSFERRED TO PURCHASER.

ARTICLE VIII
COVENANTS OF SELLER AND PURCHASER

Seller and Purchaser, jointly and severally, hereby agree to keep, perform, and fully discharge the following covenants and agreements:

8.2 Storage of Equipment. Purchaser may store Equipment at Seller's facilities at 472 Pearson Road, Greer, SC, at no cost to Purchaser.

8.2 Maintenance and Mechanical Support. Purchaser agrees to use High Lite Rides as its single source for Maintenance and Mechanical Support during the payment period and until the Equipment is full paid. Any and all maintenance and mechanical support will be billed at High Lites Rides normal billing rate. Maintenance and Mechanical Support invoice are due and payable at time of service. Should any maintenance and Mechanical support invoices not be paid within 30 days it would be considered the same as breach in payment per para. _____

8.3 Purchase New Rides at Cost. Purchaser has the option to purchase new rides produced by High Lite Rides at cost.

8.4 Test New Rides. Purchaser agrees to field test new rides produced by High Lite Rides at no cost to Seller or High Lite Rides.

8.5 New Business. Seller agrees to refer all inquires about amusement rides (not equipment) to Purchaser during the 10 year non compete period.

ARTICLE IX
RIGHTS OF SELLER

Should Purchaser default on payments:

9.1 Notice to Purchaser. Ten days after any failure of Purchaser to make payment on schedule as defined herein, Seller shall notify Purchaser of payment failure by US Mail.

9.2 Execution to Recover. Thirty days after any failure of Purchaser to make payment on schedule as defined herein with notice as required by para 8.1, Seller may declare the Promissory Note in default and seek recovery of the Equipment by all legal means. Seller may declare all payments on the Promissory Note see article 9.3.

9.3 Purchaser and seller agree to sell equipment to cover note.

ARTICLE X
MUTUAL COVENANTS

10.1 Expenses. Each of the parties hereto shall pay all costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement, whether or not the transactions contemplated hereby are consummated.

10.2 Confidentiality; Public Announcements. Each party will and will cause its employees and agents to hold in strict confidence, unless disclosure is compelled by judicial or administrative process, or in the opinion of its counsel, by other requirements of law, all Confidential Information and will not disclose the same to any Person. The party gaining access to such Confidential Information shall exercise the same degree of care with respect thereto that any such party uses to preserve and safeguard its own confidential proprietary information. Confidential Information shall be used only for the purpose of and in connection with consummating the transaction contemplated herein. None of the parties hereto shall make any disclosure to the public or concerning this Agreement or the transactions contemplated hereby other than with the express written consent of the other parties hereto, except as may be required by law, or by rule, regulation or announcement of a governmental or quasi-governmental agency. To the extent reasonably practicable, any press release or trade notice proposed to be issued by any party hereto shall be submitted to the other parties hereto for approval, which approval shall not be unreasonably withheld or delayed. Neither party shall offer nor share any information to any third person to the detriment of the other.

10.3 Further Assurances. Each party hereto agrees to execute and deliver promptly such instruments and take such other actions as any other such party may reasonably request in order to carry out the intent of this Agreement.

ARTICLE XI
SURVIVAL, INDEMNIFICATION AND HOLDBACK REDUCTION EVENT

11.1 Indemnification.

(a) Seller agrees to indemnify and hold Purchaser and its officers, directors, shareholders, and employees harmless from and against any and all claims, demands, expenses, charges, losses, damages (including, without limitation, punitive from a third party judgement and consequential damages), liabilities, and obligations (including, without limitation, reasonable attorney fees and other costs and expenses of the indemnified party incurred in defense or otherwise incident thereto) whether or not any liability or payment obligation or judgment is ultimately imposed against the indemnified party arising out of, based on, or relating to any facts or

circumstances (i) that would constitute a material breach by either party of any representation, warranty, or covenant contained herein or in any agreement executed pursuant hereto; (ii) in respect of any liability, payment or obligation of either party, including any liability or obligation arising out of or related to facts or circumstances existing prior to the closing or the operation of the Business prior to the closing; (iii) resulting from or arising out of any third party action, whether by a governmental authority or other third party for damages, including fines and penalties or cleanup costs or other compliance costs under any environmental law arising out of or caused in whole or in part by the operations of Seller prior to the sale or the condition of any property occupied by Seller on the date of the sale.

(b) Purchaser agrees to indemnify and hold harmless Seller and its officers, directors, shareholders, and employees from and against any and all claims, demands, expenses, charges, losses, damages (including, without limitation, punitive from a third party judgement and consequential damages), liabilities and obligations (including, without limitation, reasonable attorney=s fees and other costs and expenses of the indemnified party incurred in defense of or otherwise incident thereto) whether or not any liability or payment obligation or judgment is ultimately imposed against the indemnified party arising out of, based on, or relating to any facts or circumstances: (i) that would constitute a material breach by Purchaser of any representation, warranty, or covenant contained herein or in any agreement executed pursuant hereto; (ii) in respect to any liability, payment, or obligation of Purchaser arising solely out of facts or circumstances arising after the sale.

(c) The rights to indemnification provided in this Section 11.2 shall be in addition to any other rights of indemnification in favor of any of the parties contained elsewhere in this Agreement.

11.2 Provisions of General Application Regarding Indemnification. With respect to any right of indemnification arising under this Agreement, the following provisions shall apply:

(a) **Notice.** Within thirty (30) days of knowledge of any dispute or potential claim or action or the assessment of any claim (to which a right of indemnification hereunder may reasonably apply) by a third party, the Party(ies) receiving such notice of commencement shall give the other Party(ies) written notice thereof, together with a copy of such claim, and the Indemnifying Party(ies) shall have the right to undertake the defense thereof by representatives of its own choosing.

(b) **Defense Rights.** In the event that the Indemnifying Party(ies) by the thirtieth (30th) day after receipt of notice of any such claim (or, if earlier by the tenth (10th) day preceding the day on which an answer or other pleading must be served in order to prevent judgment by default in favor of the person asserting such claim), does not elect to defend against such claim, the

Indemnified Party will (upon further notice to the Indemnifying Party(ies)) have the right to undertake the defense, compromise or settlement of such claim in any reasonable manner on behalf of and for the amount and risk and expense of the Indemnifying Party(ies), subject to the right of the Indemnifying Party(ies) to assume the defense of such claim at any time prior to settlement, compromise or final determination thereof.

(c) Settlement. Anything in this Agreement to the contrary notwithstanding, (a) if there is a reasonable probability that a claim may materially and adversely affect the Indemnifying Party(ies) other than as a result of money damages or other money payments, the Indemnifying Party(ies) shall have the right, at its own cost and expense, to compromise or settle such claim in any reasonable manner, but (b) the Indemnifying Party(ies) shall not, without prior written consent of the Indemnified Party(ies), settle or compromise any claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party(ies) a release from all liability in respect of such claim. In any event, all Parties shall retain the right to participate in the defense of any such claim.

(d) Interest. All claims for indemnification under this Section 11 shall bear simple interest from the date actual financial loss respecting such indemnification claim is incurred by the Indemnified Party(ies) at the rate of eight percent (8%) percent per annum until such claim for indemnification is paid in full by the Indemnifying Party(ies).

ARTICLE XII GENERAL PROVISIONS

12.1 Amendments and Wavier. No amendment, waiver or consent with respect to any provision of this Agreement shall in any event be effective, unless the same shall be in writing and signed by the party intended to be bound thereby, and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

12.2 Notices. All notices, requests, demands and other communications hereunder shall be in writing delivered in person or sent by registered or certified mail, postage prepaid, or by telecopy, telegram or telex as follows:

If to Seller and Murphy:

With a copy to:

Mr. Michael O. Howard
472 Pearson Road

Greer, SC 29651

If to Purchaser and Wiener:

Scott Wiener
286 Rocky Creek Road
Greenville, SC 29615

Any party may change its address for receiving notice by written notice given to the others named above.

12.3 Expenses. Except as otherwise expressly provided herein, each party to this Agreement shall pay its own costs and expenses in connection with the transactions contemplated hereby. Provided, however, any fees charged by the closing attorneys, shall be equally shared by the parties.

12.4 Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.5 Benefit. This Agreement shall bind and inure to the benefit of the parties named herein and their respective successors and assigns.

12.6 Entire Agreement. This Agreement and the documents referred (listing of these documents to be in schedule 13.6) to herein contain the entire understanding among the parties with respect to the transactions contemplated hereby and supersede all other agreements, understandings, and undertakings among the parties with respect to the subject matter hereof.

12.7 Applicable Law. Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The parties hereto participated in the negotiation and drafting of this Agreement and, therefore, no greater or stricter construction shall be applied to any party hereto.

12.8 Other Rules of Construction. References in this Agreement to sections, schedules and exhibits are to sections of, and schedules and exhibits to this Agreement unless otherwise indicated. Words in the singular include the plural and in the plural include the singular. The word "or" is not exclusive. The word "including" shall mean including, without limitation. The section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Partial Invalidity. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or

render unenforceable any other provision hereof, unless such holding substantially alters the financial intent of the parties and, in such event, the harmed party shall have the right to terminate this Agreement. The failure of any Schedule or Exhibit called for herein to be attached hereto shall in no way affect the validity or enforceability of this Agreement as a whole or any of the other provisions set forth herein.

12.10 Litigation. With regard to any litigation brought to enforce any provisions of this Agreement, the parties hereby consent to the nonexclusive jurisdiction and venue of the courts of the State of South Carolina, County of Greenville, or federal district court located in such state for such purposes. The parties hereby waive all defenses as to personal jurisdiction, venue and solvent immunity from jurisdiction, attachment, and execution. Any party who brings or defends a proceeding to enforce provisions of this Agreement and prevails shall be paid its full cost and expenses, including reasonable attorney=s fees by the non-prevailing party determined by the Judge.

IN WITNESS WHEREOF, the individual parties have executed this Agreement and each of the corporate parties has caused this Agreement to be executed on its behalf by a duly authorized officer all as of the date first written above.

In the presences of:

As to Seller

As to Purchaser

As to Wiener

By: Michael O. Howard
Michael O. Howard, Individual

ABC Amusements

By: Scott Wiener
Scott Wiener, owner

Scott Wiener, Individually

Payment Schedule

Date Due	Payment	Interest	Balance
April 1, 2010			623,000.00
May 1, 2010	8,333.33	1,038.33	615,705.00
June 1, 2010	8,333.33	1,026.18	608,397.85
July 1, 2010	8,333.33	1,014.00	601,078.51
August 1, 2010	8,333.33	1,001.80	593,746.98
September 1, 2010	8,333.33	989.58	586,403.23
October 1, 2010	8,333.33	977.34	579,047.24
November 1, 2010	0.00	965.08	580,012.32
December 1, 2010	0.00	966.69	580,979.01
January 1, 2011	0.00	968.30	581,947.30
February 1, 2011	0.00	969.91	582,917.22
March 1, 2011	0.00	971.53	583,888.74
April 1, 2011	0.00	973.15	584,861.89
May 1, 2011	8,333.33	974.77	577,503.33
June 1, 2010	8,333.33	962.51	570,132.51
July 1, 2010	8,333.33	950.22	562,749.40
August 1, 2010	8,333.33	937.92	555,353.98
September 1, 2010	8,333.33	925.59	547,946.24
October 1, 2010	8,333.33	913.24	540,526.16
November 1, 2010	0.00	900.88	541,427.03
December 1, 2010	0.00	902.38	542,329.41
January 1, 2011	0.00	903.88	543,233.30
February 1, 2011	0.00	905.39	544,138.68
March 1, 2011	0.00	906.90	545,045.58
April 1, 2011	0.00	908.41	545,953.99
May 1, 2011	13,738.20	909.92	533,125.71
June 1, 2011	13,738.20	888.54	520,276.06
July 1, 2011	13,738.20	867.13	507,404.98
August 1, 2011	13,738.20	845.67	494,512.46
September 1, 2011	13,738.20	824.19	481,598.45
October 1, 2011	13,738.20	802.66	468,662.91
November 1, 2011	0.00	781.10	469,444.02
December 1, 2011	0.00	782.41	470,226.42
January 1, 2012	0.00	783.71	471,010.13
February 1, 2012	0.00	785.02	471,795.15
March 1, 2012	0.00	786.33	472,581.48
April 1, 2012	0.00	787.64	473,369.11
May 1, 2012	13,738.20	788.95	460,419.86
June 1, 2012	13,738.20	767.37	447,449.03
July 1, 2012	13,738.20	745.75	434,456.57
August 1, 2012	13,738.20	724.09	421,442.47
September 1, 2012	13,738.20	702.40	408,406.67
October 1, 2012	13,738.20	680.68	395,349.15
November 1, 2012	0.00	658.92	396,008.07
December 1, 2012	0.00	660.01	396,688.08
January 1, 2013	0.00	661.11	397,329.19
February 1, 2013	0.00	662.22	397,991.41
March 1, 2013	0.00	663.32	398,654.73
April 1, 2013	0.00	664.42	399,319.15

May 1, 2013	13,738.20	665.53	396,246.48
June 1, 2013	13,738.20	643.74	373,152.03
July 1, 2013	13,738.20	621.92	360,035.75
August 1, 2013	13,738.20	600.06	346,897.61
September 1, 2013	13,738.20	578.16	333,737.57
October 1, 2013	13,738.20	556.23	320,555.60
November 1, 2013	0.00	534.26	321,089.86
December 1, 2013	0.00	535.15	321,625.01
January 1, 2014	0.00	536.04	322,161.05
February 1, 2014	0.00	536.94	322,697.99
March 1, 2014	0.00	537.83	323,235.82
April 1, 2014	0.00	538.73	323,774.54
May 1, 2014	13,738.20	539.62	310,575.97
June 1, 2014	13,738.20	517.63	297,355.39
July 1, 2014	13,738.20	495.59	284,112.78
August 1, 2014	13,738.20	473.52	270,848.11
September 1, 2014	13,738.20	451.41	257,561.32
October 1, 2014	13,738.20	429.27	244,252.39
November 1, 2014	0.00	407.09	244,659.48
December 1, 2014	0.00	407.77	245,067.24
January 1, 2015	0.00	408.45	245,475.69
February 1, 2015	0.00	409.13	245,884.81
March 1, 2015	0.00	409.81	246,294.62
April 1, 2015	0.00	410.49	246,705.11
May 1, 2015	13,738.20	411.18	233,378.09
June 1, 2015	13,738.20	388.96	220,028.85
July 1, 2015	13,738.20	366.71	206,657.37
August 1, 2015	13,738.20	344.43	193,263.59
September 1, 2015	13,738.20	322.11	179,847.50
October 1, 2015	13,738.20	299.75	166,409.05
November 1, 2015	0.00	277.35	166,686.39
December 1, 2015	0.00	277.81	166,964.21
January 1, 2016	0.00	278.27	167,242.48
February 1, 2016	0.00	278.74	167,521.22
March 1, 2016	0.00	279.20	167,800.42
April 1, 2016	0.00	279.67	168,080.09
May 1, 2016	13,738.20	280.13	154,622.02
June 1, 2016	13,738.20	257.70	141,141.52
July 1, 2016	13,738.20	235.24	127,638.56
August 1, 2016	13,738.20	212.73	114,113.09
September 1, 2016	13,738.20	190.19	100,565.08
October 1, 2016	13,738.20	167.61	86,994.49
November 1, 2016	0.00	144.99	87,139.48
December 1, 2016	0.00	145.23	87,284.71
January 1, 2017	0.00	145.47	87,430.18
February 1, 2017	0.00	145.72	87,575.90
March 1, 2017	0.00	145.96	87,721.86
April 1, 2017	0.00	146.20	87,868.06
May 1, 2017	13,738.20	146.45	74,276.31
June 1, 2017	13,738.20	123.79	60,661.90
July 1, 2017	13,738.20	101.10	47,024.81
August 1, 2017	13,738.20	78.37	33,364.98

September 1, 2017	13,738.20	56.61	19,682.39
October 1, 2017	13,738.20	32.80	5,976.99
November 1, 2017	5,986.96	9.96	0.00

Subject: Proposal for Buyout of Rides

Items to Be Purchased

MGR Route	\$150,000.00
New HLC15 Carousel	\$58,000.00
New Festival Wheel	\$85,000.00
Loop-O-Plane	\$25,000.00
Spinner	\$45,000.00
SCAT	\$80,000.00
Tempest	\$45,000.00
S&W Wheel	\$15,000.00
Chair Swing	\$45,000.00
S&W Bug Ride	\$10,000.00
Rapid Slide	\$20,000.00
Visa Whale	\$10,000.00
Visa Helicopters	\$10,000.00
BERRY GO ROUND	\$25,000.00
Ticket Trailer	\$10,000.00

Suggested Purchase Price: \$633,000.00

Terms:

- Owner financing provided by MGR @ 2% Interest for 10 years
 - Partial payments in cash when available
 - 6 payments annually (see attached schedule)
 - No pre-payment penalties
 - 10 year non-complete clause
 - Storage of equipment at shop location
 - Maintenance/ Mechanical Support provided by High Lite Rides @ ABS's Expense
 - Ability to purchase new rides produced by High Lite at cost
 - ABC Amusements agrees to field test new high-lite Equipment
 - All new/Incoming rental business will be referred to ABC Amusements
- See Schedule Below.**

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Robin B. Stilwell, Circuit Court Judge

Case No. 2013-CP-23-04588

ABC Amusements, Inc., and Scott Wiener Respondents,

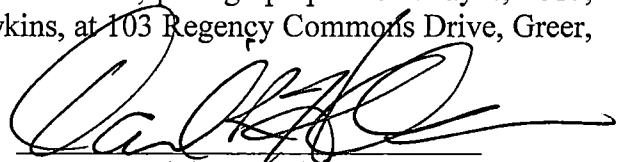
v.

Michael O. Howard, High-Lite Rides, Inc., and MGR Rides, LLC Appellants.

PROOF OF SERVICE

I certify that I have served the Amended Index on ABC Amusements, Inc. and Scott Wiener by depositing a copy of it in the United States Mail, postage prepaid on May 4, 2017, addressed to their attorney of record, Wendell Hawkins, at 103 Regency Commons Drive, Greer, SC 29650.

May 4, 2017



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Attorneys for Appellants



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<p>LAW OFFICES DUGGAN & HUGHES, LLC Post Office Box 449 Greer, South Carolina 29652-0449</p>
<p>TO:</p> <p>Clerk of Court South Carolina Court of Appeals P.O. Box 11629 Columbia, SC 29211</p>

