

THE STATE OF OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FOM RICHLAND COUNTY

Joseph M. Strickland, Master-in-Equity

RECEIVED

MAY 17 2018

SC Court of Appeals

SOUTH CAROLINA COMMUNITY BANK,
Respondent

v.

CAROLINA PROCUREMENT INSTITUTE, INC., GARY A.
WASHINGTON, MICHELLE A. WASHINGTON, FIRST PALMETTO
SAVINGS BANK, FSB, BRANCH BANKING AND TRUST COMPANY
OF SOUTH CAROLINA, PALMETTO HEALTH ALLIANCE, AND
STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE,
Defendants

of Whom GARY ALLEN WASHINGTON
MICHELLE ANNE WASHINGTON are
Appellants

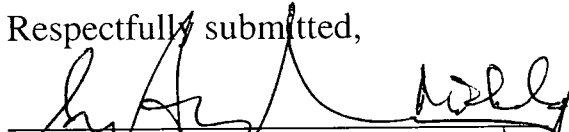
Appellate Case No. 2016-001468

APPELLANTS' MOTION FOR REHEARING

The Court should reconsider its ruling because the judgment below was not valid as shown by the attached documents, Carolina Procurement Institute was in bankruptcy and subject to the automatic stay in 11 U.S.C. 362 from September 2015 and the subsequent months when the foreclosure took place. The foreclosure is void and the judgment should be vacated.

05/17/18
Date

Respectfully submitted,




Gary A. Washington
Michelle A. Washington
Appellants Pro Se
1324 Furman Drive
Sumter, SC 29201
(803) 238-4542

CERTIFICATE OF SERVICE

I certify that on May 17, 2018, , I have or am contemporaneously serving a copy of these documents with all attachments on those entities listed below by first class mail.

5/17/18
Date



Gary A. Washington

SERVICE LIST:

Ms. Carmen Vaughn Ganjehsani, Esquire
Richardson Plowden and Robinson

RECEIVED

MAY 17 2018

SC Court of Appeals

PO Drawer 7788
Columbia, SC 29201

Mr. Charles Joseph Webb, Esquire
1900 Barnwell Street
Columbia, SC 29201

Mr. William Levern Pyatt, Esquire
P.O. Box 12041

UNITED STATES BANKRUPTCY COURT
District of South Carolina

Notice of Chapter 11 Bankruptcy Case, Meeting of Creditors, & Deadlines

A chapter 11 bankruptcy case concerning the debtor(s) listed below was filed on 9/1/15. You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the Bankruptcy Clerk's Office at the address listed below.
NOTE: The staff of the Bankruptcy Clerk's Office cannot give legal advice.

**Creditors - Do not file this notice in connection with any proof of claim you submit to the court.
See Reverse Side For Important Explanations.**

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Carolina Procurement Institute, Inc
1815 Gervais Street
Columbia, SC 29201

Case Number:
15-04646-dd

Social Security / Individual Taxpayer ID / Employer Tax ID / Other Nos:
57-1082386

Attorney for Debtor(s) (name and address):
Carolina Procurement Institute, Inc
1815 Gervais Street
Columbia, SC 29201
Telephone Number: 803-238-4542

Bankruptcy Trustee (name and address):
None

Meeting of Creditors:

Date: **September 28, 2015**

Time: **09:30 AM**

Location: **U.S. Trustee's Office, Room 557, Strom Thurmond Federal Building, 1835 Assembly Street, Columbia, SC 29201**

Deadlines:

Papers must be received by the Bankruptcy Clerk's Office by the following deadlines:

Deadline to File a Proof of Claim

For all creditors (except a governmental unit): **12/28/15** For a governmental unit: **2/29/16**

Deadline to File a Complaint to Determine Dischargeability of Certain Debts:

11/27/15

Creditors May Not Take Certain Actions

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the Court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Creditor with a Foreign Address

A creditor to whom this notice is sent at a foreign address should read the information under "Claims" on the reverse side.

Mailing Address of the Bankruptcy Clerk's Office:
United States Bankruptcy Court
J. Bratton Davis United States Bankruptcy Courthouse
1100 Laurel Street
Columbia, SC 29201-2423
Telephone Number: 1-803-765-5436
www.scb.uscourts.gov

FILED BY THE COURT ON

09/02/15

Laura A. Austin, Clerk
U.S. Bankruptcy Court

Public Business Hours: 9:00 AM - 5:00 PM

Dated: 9/2/15

EXPLANATIONS

<p>Filing of Chapter 11 Bankruptcy Case</p>	<p>A bankruptcy case under Chapter 11 of the Bankruptcy Code (title 11, United States Code) has been filed in this Court by or against the debtor(s) listed on the front side, and an order for relief has been entered. Chapter 11 allows a debtor to reorganize or liquidate pursuant to a plan. A plan is not effective unless confirmed by the Court. You may be sent a copy of the plan and a disclosure statement telling you about the plan, and you might have the opportunity to vote on the plan. You will be issued notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the debtor's property and may continue to operate any business.</p>
<p>Legal Advice</p>	<p>The staff of the Bankruptcy Clerk's Office cannot give legal advice. Consult a lawyer to determine your rights.</p>
<p>Creditors Generally May Not Take Certain Actions</p>	<p>Prohibited collection actions are listed in Bankruptcy Code § 362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the Court to extend or impose a stay.</p>
<p>Meeting of Creditors</p>	<p>A meeting of creditors is scheduled for the date, time and location listed on the front side. <i>The debtor's representative must be present at the meeting to be questioned under oath by the trustee, and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice. The Court, after notice and a hearing, may order that the United States trustee not convene the meeting if the debtor has filed a plan for which the debtor solicited acceptances before filing the case.</p>
<p>Claims</p>	<p>A Proof of Claim is a signed statement describing a creditor's claim. You can obtain a copy of the proof of claim form at the Bankruptcy Clerk's Office in Columbia or through the Court's website at www.scb.uscourts.gov. Please call the Clerk's Office if you have procedural questions about the filing of a proof of claim. If your claim is scheduled and is <i>not</i> listed as disputed, contingent, or unliquidated, it will be allowed in the amount scheduled unless you file a Proof of Claim or you are sent further notice about the claim. Whether or not your claim is scheduled, you are permitted to file a Proof of Claim. If your claim is not listed at all or if your claim is listed as disputed, contingent or unliquidated, then you must file a Proof of Claim by the "Deadline to File a Proof of Claim" listed on the front side, or you might not be paid any money on your claim and may be unable to vote on a plan. A secured creditor retains rights in its collateral regardless of whether that creditor files a Proof of Claim. Filing a Proof of Claim submits the creditor to the jurisdiction of the Bankruptcy Court, with consequences a lawyer can explain. For example, a secured creditor who files a Proof of Claim may surrender important nonmonetary rights, including the right to a jury trial. Filing Deadline for a Creditor with a Foreign Address: The deadlines for filing claims set forth on the front of this notice apply to all creditors. If this notice has been mailed to a creditor at a foreign address, the creditor may file a motion requesting the Court to extend the deadline. <i>Do not include this notice with any filing you make with the court.</i></p>
<p>Discharge of Debts</p>	<p>Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See Bankruptcy Code § 1141(d). A discharge means that you may be prohibited from collecting the debt from the debtor except as provided in the plan. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 1141(d)(6)(A), you must commence an adversary proceeding against the debtor by the "Deadline to File a Complaint to Determine Dischargeability of Certain Debts" listed on the front side of this notice. The Bankruptcy Clerk's Office must receive the complaint and any required filing fee by that deadline.</p>
<p>Bankruptcy Clerk's Office</p>	<p>Any pleading or document that you file in this bankruptcy case should be filed at the Bankruptcy Clerk's Office at the address listed on the front side. Certain parties are required to electronically file documents pursuant to the orders of this Court. You may view the public record of this case, including the list of the debtor's property and debts and the list of property claimed as exempt, at the Bankruptcy Clerk's Office.</p>
<p>Creditor with a Foreign Address</p>	<p>Consult a lawyer familiar with United States Bankruptcy Law if you have any questions regarding your rights in this case.</p>
<p>-- Refer to Other Side for Important Deadlines and Notices --</p>	
<p>Dismissal Notice</p>	<p>This case may be dismissed without further notice or hearing should the debtor fail to comply with SC LBR 1017-2 (providing for dismissal for a failure to: pay the applicable filing fee, file or provide documents, obtain approval of a disclosure statement, obtain confirmation of a plan, or attend the meeting of creditors).</p>
<p>Miscellaneous Notice</p>	<p>The Voice Case Information System (VCIS) will give status information on cases filed or converted after 11/30/88. Call 1-866-222-8029. Please refer to the Court's web site at www.scb.uscourts.gov for further information.</p>

Certificate of Notice Page 3 of 3
United States Bankruptcy Court
District of South Carolina

In re:
Carolina Procurement Institute, Inc
Debtor

Case No. 15-04646-dd
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0420-3

User: phipps
Form ID: 179fBNC

Page 1 of 1
Total Noticed: 4

Date Rcvd: Sep 02, 2015

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 04, 2015.

db +Carolina Procurement Institute, Inc, 1815 Gervais Street, Columbia, SC 29201-3554
542870000 +SC Community Bank, attn: Tom Felder, 1545 Sumter St, Columbia SC 29201-2829

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

ust +E-mail/Text: ustpreregion04.co.ecf@usdoj.gov Sep 02 2015 22:10:32 US Trustee's Office,
Strom Thurmond Federal Building, 1835 Assembly St., Suite 953, Columbia, SC 29201-2448
intp E-mail/Text: sheree_phipps@scb.uscourts.gov Sep 02 2015 22:10:56 US Bankruptcy Court,
Attn: Systems, 1100 Laurel Street, Columbia, SC 29201-2423

TOTAL: 2

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

542870001 +++IRS

TOTALS: 1, * 0, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Addresses marked '+++' were transmitted to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(e).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 04, 2015

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 2, 2015 at the address(es) listed below:

US Trustee's Office USTPRegion04.CO.ECF@usdoj.gov
US Bankruptcy Court mark_tyan@scb.uscourts.gov, Lisa_Huppertz@scb.uscourts.gov

TOTAL: 2

PlnDue, DsclsDue, SMBUS, APPEAL, DISMISSED, CLOSED

**United States Bankruptcy Court
District of South Carolina (Columbia)
Bankruptcy Petition #: 15-04646-dd**

Assigned to: Chief Judge David R. Duncan
Chapter 11
Voluntary
Asset

Date filed: 09/01/2015
Date terminated: 08/02/2016
Debtor dismissed: 04/26/2016
341 meeting: 09/28/2015
Deadline for objecting to discharge: 11/27/2015

Debtor disposition: Dismissed for Other Reason

Debtor
Carolina Procurement Institute, Inc
1815 Gervais Street
Columbia, SC 29201
RICHLAND-SC
803-238-4542
Tax ID / EIN: 57-1082386

represented by **Robert H. Cooper**
The Cooper Law Firm
150 Milestone Way, Suite B
Greenville, SC 29615
864-271-9911
Fax : 864-232-5236
Email: thecooperlawfirm@thecooperlawfirm.com

Thomas E. Mosley
Law Firm of Thomas E. Mosley
PO Box 8362
Columbia, SC 29202
803-929-0969
Fax : 803-929-3169
Email: temosley@sc.rr.com

Robert A. Pohl
POHL, P.A.
PO Box 27290
Greenville, SC 29616
864-361-4827
Fax : 864-558-5291
Email: robert@pohlpa.com
TERMINATED: 02/25/2016

U.S. Trustee
US Trustee's Office
 Strom Thurmond Federal Building
 1835 Assembly St.
 Suite 953
 Columbia, SC 29201

represented by **Linda Barr**
 Office of United States Trustee
 1835 Assembly Street
 Suite 953
 Columbia, SC 29201
 803-765-5219
 Fax : 803-765-5260
 Email: linda.k.barr@usdoj.gov

John Timothy Stack
 Office of the United States Trustee
 1835 Assembly Street Suite 953
 Columbia, SC 29201
 (803) 765-5218
 Fax : (803) 765-5260
 Email: John.T.Stack@usdoj.gov

Filing Date	#	Docket Text
09/01/2015	<u>1</u> (4 pgs)	Chapter 11 Voluntary Petition Case was received at the window. Filed by Carolina Procurement Institute, Inc . Deadline for Filing Chapter 11 Plan and Disclosure Statement ends 2/29/2016. (Weathers, K) (Entered: 09/01/2015)
09/01/2015		Receipt of Chapter 11 Filing Fee - \$1717.00 by KW. Receipt Number 274782. (admin) (Entered: 09/01/2015)
09/01/2015	<u>3</u> (3 pgs; 2 docs)	Order to Appear and Show Cause as to why its case should not be dismissed or other relief imposed as Debtor is not in compliance with Local Rule 9011-2(c). Party to Appear: Debtor (through representation and appearance by an attorney who meets the requirements of the Local Rules). Document Served. Show Cause hearing to be held on 9/23/2015 at 10:30 AM at Columbia. The case judge is David R. Duncan.(Phipps, S) (Entered: 09/02/2015)
09/01/2015	<u>4</u> (3 pgs; 2 docs)	Notice of Filings Due: Summary of schedules due 9/15/2015. Schedule A due 9/15/2015. Schedule B due 9/15/2015. Schedule D due 9/15/2015. Schedule E due 9/15/2015. Schedule F due 9/15/2015. Schedule G due 9/15/2015. Schedule H due 9/15/2015. Schedule I due 9/15/2015. Schedule J due 9/15/2015. Statement of Financial Affairs due 9/15/2015.Ch. 11 Statement of Current Income Form Due: 9/15/2015. Incomplete Filings due by 9/15/2015. (Phipps, S) (Entered: 09/02/2015)

09/02/2015	<u>5</u> (3 pgs; 2 docs)	Notice of Chapter 11 Bankruptcy Case, Meeting of Creditors, and Deadlines. Document Served. Filed by US Bankruptcy Court. 341(a) meeting to be held on 9/28/2015 at 09:30 AM at Columbia Meeting of Creditors. Last day to oppose discharge or dischargeability is 11/27/2015. Proofs of Claims due by 12/28/2015. (Phipps, S) (Entered: 09/02/2015)
09/04/2015	<u>6</u> (3 pgs)	Certificate of Service of Meeting of Creditors Notice as served by the Bankruptcy Noticing Center. Notice Date 09/04/2015. (Related Doc # <u>5</u>) (Admin.) (Entered: 09/05/2015)
09/04/2015	<u>7</u> (3 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 09/04/2015. (Related Doc # <u>4</u>) (Admin.) (Entered: 09/05/2015)
09/04/2015	<u>8</u> (3 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 09/04/2015. (Related Doc # <u>3</u>) (Admin.) (Entered: 09/05/2015)
09/09/2015	<u>9</u> (1 pg)	Notice of Appearance and Request for Notice Filed by Eugene B. McLeod III of SC Dept of Employment & Workforce on behalf of South Carolina Department of Employment and Workforce. (McLeod, Eugene) (Entered: 09/09/2015)
09/11/2015		Receipt of Amendment Filing Fee - \$30.00 by SG. Receipt Number 274817. (admin) (Entered: 09/11/2015)
09/11/2015	<u>11</u> (7 pgs)	Amended Voluntary Petition and List of Creditors, Filed by Carolina Procurement Institute, Inc . (related document(s) <u>1</u>). (Phipps, S) (Entered: 09/14/2015)
09/11/2015	<u>12</u> (1 pg)	Motion to Extend Time To File Schedules, Statements and Other Documents, Filed by Carolina Procurement Institute, Inc (related document(s) <u>4</u>). (Phipps, S) (Entered: 09/14/2015)
09/14/2015	<u>13</u> (2 pgs; 2 docs)	Order on Motion to Extend Time To File Schedules, Statements and Other Documents. The motion is denied. The motion was filed by Gary Washington, President and Michelle Washington on behalf of Carolina Procurement Institute, Inc. The Debtor is a corporation and must be represented by counsel in a case pending in federal court. Officers and others interested in the corporation, unless admitted to practice law, may not appear before the court for Debtor nor make motions or file other pleadings or documents for Debtor. There is a pending Rule to Show Cause as to why the bankruptcy case, absent entry of appearance by counsel, should not be dismissed. Mr. and Mrs. Washington may not act in the bankruptcy case on behalf of the Debtor in advance of the hearing. AND IT IS SO ORDERED. Signed by: Chief Judge David Duncan, US Bankruptcy Court - District of South Carolina (related document(s) <u>12</u>). (Duncan, David) (Entered: 09/14/2015)

09/14/2015	<u>14</u> (2 pgs; 2 docs)	Order to Serve. Document Served. (Phipps, S) (Entered: 09/15/2015)
09/17/2015	<u>15</u> (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 09/17/2015. (Related Doc # <u>13</u>) (Admin.) (Entered: 09/18/2015)
09/17/2015	<u>16</u> (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 09/17/2015. (Related Doc # <u>14</u>) (Admin.) (Entered: 09/18/2015)
09/23/2015	<u>19</u>	Hearing Held relating to: Order to Show Cause. Order due from chambers.(related document(s) <u>3</u>) (Miranda, P) (Entered: 09/23/2015)
09/23/2015	<u>20</u> (2 pgs; 2 docs)	The Rule is dissolved. Counsel appeared at the hearing to represent the Debtor. Counsel is directed to file a formal notice of appearance today. Debtor has until Friday, September 25, 2015 at 12:00 p.m. to file schedules, statements and other documents. AND IT IS SO ORDERED. Signed by: Chief Judge David Duncan, US Bankruptcy Court - District of South Carolina (related document(s) <u>3</u>). (Rea, K) (Entered: 09/23/2015)
09/23/2015		All Schedules/Statements Due Deadline(s): Summary of Schedules, Schedules A-J, Statement of Financial Affairs, Ch. 11 Statement of Current Income Form, Incomplete Filings, reset to 9/25/2015 (12:00 pm)(related document(s), <u>4</u>); Per Text Order filed 9/23/2015 (related document(s) <u>20</u>). (Phipps, S) (Entered: 09/23/2015)
09/23/2015	<u>21</u> (3 pgs)	Notice of Appearance and Request for Notice with Certificate of Service Filed by Robert A. Pohl of POHL, P.A. on behalf of Carolina Procurement Institute, Inc. (Pohl, Robert) (Entered: 09/23/2015)
09/24/2015	<u>22</u> (7 pgs; 2 docs)	Application to Employ Robert Pohl as Attorney with Affidavit of Professional Filed by Robert A. Pohl of POHL, P.A. on behalf of Carolina Procurement Institute, Inc. (Attachments: # <u>1</u> Proposed Order) (Pohl, Robert) (Entered: 09/24/2015)
09/24/2015	<u>23</u> (2 pgs)	Disclosure of Compensation of Attorney for Debtor In the Amount of 3500 Filed by Robert A. Pohl of POHL, P.A. on behalf of Carolina Procurement Institute, Inc. (Pohl, Robert) (Entered: 09/24/2015)
09/25/2015	<u>24</u> (40 pgs)	Schedules Filed: Summary of Schedules Statistical Summary of Certain Liabilities - Form 6 Pg 2 Schedule A Schedule B Schedule D Schedule E Schedule F Schedule G Schedule H; Statements Filed: Statement of Financial Affairs List of Creditors Holding 20 Largest Unsecured Claims List of Equity Security Holders, Certification Verifying Creditor Matrix, and Corporate Ownership

		Statement (Rule 7007.1) Filed by Robert A. Pohl of POHL, P.A. on behalf of Carolina Procurement Institute, Inc. (Pohl, Robert) (Entered: 09/25/2015)
09/25/2015	<u>25</u> (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 09/25/2015. (Related Doc # <u>20</u>) (Admin.) (Entered: 09/26/2015)
09/28/2015		Meeting of Creditors Held and Examination of Debtor on 9/28/15. Filed by US Trustee's Office. (Stack, John) (Entered: 09/28/2015)
09/30/2015	<u>26</u> (1 pg)	<i>Initial Debtor In Possession</i> Report Filed by Robert A. Pohl of POHL, P.A. on behalf of Carolina Procurement Institute, Inc. (Pohl, Robert) (Entered: 09/30/2015)
10/07/2015	<u>27</u> (2 pgs; 2 docs)	Order Granting Application to Employ (Related Doc # <u>22</u>). Notice and service of this event is delegated pursuant to SC LBR 5075-1 (Weathers, K) (Entered: 10/07/2015)
10/15/2015	<u>28</u> (7 pgs)	Certificate of Service related to Order To Pay And Serve Filed by Robert A. Pohl of POHL, P.A. on behalf of Carolina Procurement Institute, Inc. (related document(s) <u>14</u>). (Pohl, Robert) (Entered: 10/15/2015)
10/28/2015	<u>29</u> (48 pgs)	SMALL BUSINESS Monthly Operating Report for September 2015 Filed by Robert A. Pohl of POHL, P.A. on behalf of Carolina Procurement Institute, Inc. (Pohl, Robert) (Entered: 10/28/2015)
10/28/2015	<u>30</u> (3 pgs)	Amended Disclosure of Compensation of Attorney for Debtor In the Amount of 8500 Filed by Robert A. Pohl of POHL, P.A. on behalf of Carolina Procurement Institute, Inc. (Pohl, Robert) (Entered: 10/28/2015)
10/28/2015	<u>31</u> (1 pg)	Business Income and Expenses Filed by Robert A. Pohl of POHL, P.A. on behalf of Carolina Procurement Institute, Inc. (Pohl, Robert) (Entered: 10/28/2015)
10/28/2015	<u>32</u> (30 pgs)	Amended Schedules Filed: Summary of Schedules Stat. Sum. of Certain Liabilities Schedule B Schedule E Schedule F Schedule G Schedule H; Statements Filed: Stmt of Financial Affairs List of Creditors Holding 20 Largest Unsecured Claims Filed by Robert A. Pohl of POHL, P.A. on behalf of Carolina Procurement Institute, Inc. (Pohl, Robert) (Entered: 10/28/2015)
10/28/2015	<u>33</u> (2 pgs)	Statement of Change for Previously Filed Amendment Filed by Robert A. Pohl of POHL, P.A. on behalf of Carolina Procurement Institute, Inc. (related document(s) <u>32</u>). (Pohl, Robert) (Entered: 10/28/2015)

10/28/2015	<u>34</u> (3 pgs)	Certificate of Service related to Disclosure of Compensation of Attorney for Debtor, Schedules/Statements Filed, Amended Schedules/Statements, Statement of Change Filed by Robert A. Pohl of POHL, P.A. on behalf of Carolina Procurement Institute, Inc. (related document(s) <u>33</u> , <u>30</u> , <u>32</u> , <u>31</u>). (Pohl, Robert) (Entered: 10/28/2015)
11/18/2015	<u>35</u> (16 pgs)	SMALL BUSINESS Monthly Operating Report for October 2015 Filed by Robert A. Pohl of POHL, P.A. on behalf of Carolina Procurement Institute, Inc. (Pohl, Robert) (Entered: 11/18/2015)
11/25/2015	<u>36</u> (4 pgs)	Notice of Appearance and Request for Notice with Certificate of Service Filed by B. Lindsay Crawford III of Crawford & Von Keller LLC on behalf of City of Columbia (Crawford, B.) Modified on 12/1/2015 to correct the name of the party filer (Phipps, S). (Entered: 11/25/2015)
12/15/2015	<u>37</u> (1 pg)	Withdrawal of Claims: 4 Filed by Sunset Finance Co LLC. (Sunset Finance Co., LLC) (Entered: 12/15/2015)
12/21/2015	<u>38</u> (46 pgs)	SMALL BUSINESS Monthly Operating Report for November 2015 Filed by Robert A. Pohl of POHL, P.A. on behalf of Carolina Procurement Institute, Inc. (Pohl, Robert) (Entered: 12/21/2015)
01/11/2016	<u>39</u> (1 pg)	U.S. Trustee's Statement that No Creditors Committee has been appointed. Filed by US Trustee's Office. (Stack, John) (Entered: 01/11/2016)
01/20/2016	<u>40</u> (40 pgs)	SMALL BUSINESS Monthly Operating Report for December 2015 Filed by Robert A. Pohl of POHL, P.A. on behalf of Carolina Procurement Institute, Inc. (Pohl, Robert) (Entered: 01/20/2016)
02/18/2016	<u>41</u> (7 pgs; 2 docs)	Motion To Substitute Attorney Robert H. Cooper for Attorney Robert Alan Pohl Filed by Robert H. Cooper of The Cooper Law Firm on behalf of Carolina Procurement Institute, Inc. (Attachments: # <u>1</u> Proposed Order) (Cooper, Robert) (Entered: 02/18/2016)
02/24/2016	<u>42</u> (1 pg)	Proposed Order RE: Motion To Substitute Attorney Robert H. Cooper for Attorney Robert Alan Pohl Filed by Robert H. Cooper of The Cooper Law Firm on behalf of Carolina Procurement Institute, Inc. (Attachments: # <u>1</u> Proposed Order) Filed by Robert H. Cooper of The Cooper Law Firm on behalf of Carolina Procurement Institute, Inc. (related document(s) <u>41</u>). (Cooper, Robert) (Entered: 02/24/2016)
02/24/2016	<u>43</u>	Application to Employ Bonnie Shealy as Special Counsel with Affidavit of Professional NUNC

	(13 pgs; 2 docs)	PRO TUNC Filed by Robert H. Cooper of The Cooper Law Firm on behalf of Carolina Procurement Institute, Inc. Hearing scheduled for 3/17/2016 at 10:30 AM at Columbia. Date Served 2/24/2016. Objections due by 3/9/2016. (Attachments: # <u>1</u> Proposed Order) (Cooper, Robert) (Entered: 02/24/2016)
02/25/2016	<u>44</u> (3 pgs; 2 docs)	Order Granting Motion to Substitute Attorney Robert H. Cooper as Counsel for Debtor Carolina Procurement Institute, Inc.; terminating Robert A. Pohl. Document Served. (related document(s) <u>41</u>). (Phipps, S) (Entered: 02/25/2016)
02/27/2016	<u>45</u> (3 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 02/27/2016. (Related Doc # <u>44</u>) (Admin.) (Entered: 02/28/2016)
02/28/2016	<u>46</u> (5 pgs; 2 docs)	Motion to Extend Time To File File Plan and Disclosure Filed by Robert H. Cooper of The Cooper Law Firm on behalf of Carolina Procurement Institute, Inc. (Attachments: # <u>1</u> Proposed Order) (Cooper, Robert) (Entered: 02/28/2016)
02/29/2016	<u>47</u> (2 pgs; 2 docs)	Order Granting Motion to Extend Time for Debtor-In-Possession to File the Chapter 11 Plan and Disclosure Statement until March 29, 2016. (Related Doc # <u>46</u>). Notice and service of this event are delegated pursuant to SC LBR 5075-1. (Phipps, S) (Entered: 02/29/2016)
02/29/2016	<u>48</u> (4 pgs)	Certificate of Service related to Motion to Extend Time Filed by Robert H. Cooper of The Cooper Law Firm on behalf of Carolina Procurement Institute, Inc. (related document(s) <u>46</u>). (Cooper, Robert) (Entered: 02/29/2016)
02/29/2016	<u>49</u> (4 pgs)	Certificate of Service related to Order on Motion to Extend Time Filed by Robert H. Cooper of The Cooper Law Firm on behalf of Carolina Procurement Institute, Inc. (related document(s) <u>47</u>). (Cooper, Robert) (Entered: 02/29/2016)
03/03/2016	<u>50</u> (48 pgs)	SMALL BUSINESS Monthly Operating Report for January 2016 Filed by Robert H. Cooper of The Cooper Law Firm on behalf of Carolina Procurement Institute, Inc. (Cooper, Robert) (Entered: 03/03/2016)
03/14/2016	<u>51</u> (1 pg)	Correspondence re: Objection to Fees Paid to Attorney Robert Pohl, Filed by Gary A. Washington, President of Carolina Procurement Institute, Inc . (Phipps, S) (Entered: 03/15/2016)
03/15/2016	<u>52</u> (3 pgs; 2 docs)	Order to Appear and Show Cause: (1) Why Debtor's request for return of fees should not be denied as it violates Local Rule 9011-2(c); and (2) Why any future filings other than those filed by Debtor's attorney of record should not be summarily denied without notice or hearing. Party to Appear: Carolina Procurement Institute, Inc.; Gary A. Washington, President of Debtor; Robert H.

		Cooper, Attorney for Debtor; and Robert A. Pohl, former Attorney for Debtor. Document Served. Show Cause hearing to be held on 4/6/2016 at 10:30 AM at Columbia. The case judge is David R. Duncan. (Phipps, S) (Entered: 03/15/2016)
03/17/2016	<u>53</u>	Hearing Held relating to: Application to Employ Bonnie Shealy as special counsel nunc pro tunc filed by Debtor Carolina Procurement Institute, Inc. (related document(s) <u>43</u>) Proposed order submitted. (Miranda, P) (Entered: 03/17/2016)
03/17/2016	<u>54</u> (3 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 03/17/2016. (Related Doc # <u>52</u>) (Admin.) (Entered: 03/18/2016)
03/17/2016	<u>55</u> (3 pgs; 2 docs)	Order Granting Application to Employ Special Counsel Nunc Pro Tunc (Related Doc # <u>43</u>). Notice and service of this event is delegated pursuant to SC LBR 5075-1 (Phipps, S) (Entered: 03/18/2016)
03/21/2016	<u>56</u> (12 pgs)	SMALL BUSINESS Monthly Operating Report for February 2016 Filed by Robert H. Cooper of The Cooper Law Firm on behalf of Carolina Procurement Institute, Inc. (Cooper, Robert) (Entered: 03/21/2016)
03/22/2016	<u>57</u>	Withdrawal of Correspondence Reason for Withdrawal: Debtor is a business entity. All documents must be filed by counsel under SC LBR 9011-2(c). Filed by Robert H. Cooper of The Cooper Law Firm on behalf of Carolina Procurement Institute, Inc. (related document(s) <u>51</u>). (Cooper, Robert) (Entered: 03/22/2016)
03/22/2016	<u>58</u> (8 pgs; 2 docs)	Application to Employ Robert H. Cooper as Attorney with Affidavit of Professional Filed by Robert H. Cooper of The Cooper Law Firm on behalf of Carolina Procurement Institute, Inc. (Attachments: # <u>1</u> Proposed Order) (Cooper, Robert) (Entered: 03/22/2016)
03/22/2016	<u>59</u> (1 pg)	Disclosure of Compensation of Attorney for Debtor In the Amount of to be determined Filed by Robert H. Cooper of The Cooper Law Firm on behalf of Carolina Procurement Institute, Inc. (Cooper, Robert) (Entered: 03/22/2016)
03/23/2016	<u>60</u> (4 pgs)	Certificate of Service related to Order on Application to Employ Filed by Robert H. Cooper of The Cooper Law Firm on behalf of Carolina Procurement Institute, Inc. (related document(s) <u>55</u>). (Cooper, Robert) (Entered: 03/23/2016)
03/24/2016	<u>61</u> (16 pgs)	Motion to Dismiss Case Pursuant to 11 USC Section 1112(b), Filed by Linda Barr of Office of United States Trustee on behalf of US Trustee's Office. Hearing scheduled for 4/21/2016 at 10:30

		AM at Columbia. Date Served 3/24/2016. Objections due by 4/14/2016. (Barr, Linda) (Entered: 03/24/2016)
03/28/2016	<u>62</u> (23 pgs; 2 docs)	Application for Compensation, with Certificate of Service Notice Of Possible Hearing - 21 days objection time given. for Robert A. Pohl, Attorney, period: 9/21/2015 to 3/28/2016, fee: \$16749, expenses: \$39.78. Filed by Robert A. Pohl. Possible Hearing scheduled for 5/2/2016 at 02:00 PM at Columbia. Date Served 3/28/2016. Last day for objections is 4/18/2016. (Attachments: # <u>1</u> Proposed Order) (Pohl, Robert) (Entered: 03/28/2016)
03/28/2016	<u>63</u> (11 pgs)	Chapter 11 Small Business Plan Filed by Carolina Procurement Institute, Inc. (Cooper, Robert) (Entered: 03/28/2016)
03/28/2016	<u>64</u> (57 pgs)	Chapter 11 Small Business Disclosure Statement Filed by Carolina Procurement Institute, Inc. (Cooper, Robert) (Entered: 03/28/2016)
03/28/2016	<u>65</u> (9 pgs; 2 docs)	<i>Motion Requesting (a) Conditional Approval of Disclosure Statement, (b) Combine the Hearing for the Approval of the Disclosure Statement with Confirmation of the Chapter 11 Plan, and (c) Extend Time for Confirmation of Chapter 11 Plan, if necessary</i> with Certificate of Service Filed by Robert H. Cooper of The Cooper Law Firm on behalf of Carolina Procurement Institute, Inc (related document(s) <u>63</u> , <u>64</u>). (Attachments: # <u>1</u> Proposed Order) (Cooper, Robert) (Entered: 03/28/2016)
03/29/2016	<u>66</u> (3 pgs; 2 docs)	Order Conditionally Approving Disclosure Statement, Setting Deadlines For Objs/Ballots, Setting Final Hearing on Disclosure Statement and Setting Confirmation Hearing. Notice and service of this event are delegated pursuant to SC LBR 5075-1 (related document(s) <u>63</u> , <u>64</u>). Confirmation hearing to be held on 5/11/2016 at 10:30 AM at Columbia. The case judge is David R. Duncan. Last day to oppose disclosure statement is 5/4/2016. Last day to Object to Confirmation 5/4/2016. Last Day to File Ballots 5/4/2016. (Attachments: #(1) Ballot) (Phipps, S) (Entered: 03/29/2016)
03/29/2016	<u>67</u> (2 pgs; 2 docs)	Definite Hearing scheduled relating to: Application for Compensation for Robert A. Pohl, Attorney, period: 9/21/2015 to 3/28/2016, fee: \$16,749, expenses: \$39.78, Filed by Robert A. Pohl (related document(s) <u>62</u>). Document Served . Definite Hearing scheduled for 5/11/2016 at 10:30 AM at Columbia. The case judge is David R. Duncan. (Phipps, S) (Entered: 03/29/2016)
03/30/2016	<u>68</u> (3 pgs)	Certificate of Service related to Order Conditionally Approving Disclosure Statment Filed by Robert H. Cooper of The Cooper Law Firm on behalf of Carolina Procurement Institute, Inc. (related document(s) <u>66</u>). (Cooper, Robert) (Entered: 03/30/2016)
03/31/2016	<u>69</u>	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date

	(2 pgs)	03/31/2016. (Related Doc # <u>67</u>) (Admin.) (Entered: 04/01/2016)
04/04/2016	<u>70</u> (5 pgs; 2 docs)	Application to Employ Cedric A. Thibodeaux as CPA with Affidavit of Professional Filed by Robert H. Cooper of The Cooper Law Firm on behalf of Carolina Procurement Institute, Inc. (Attachments: # <u>1</u> Proposed Order) (Cooper, Robert) (Entered: 04/04/2016)
04/06/2016	<u>71</u>	Hearing Held relating to: Order to Show Cause. (related document(s) <u>52</u>) Order due from Chambers. (Miranda, P) (Entered: 04/06/2016)
04/06/2016	<u>72</u> (4 pgs; 2 docs)	Order Re: Order to Appear and Show Cause Document Served. (related document(s) <u>52</u>). (Phipps, S) (Entered: 04/07/2016)
04/06/2016	<u>74</u> (2 pgs; 2 docs)	Order Granting Application to Employ Robert H. Cooper as Counsel for the Debtor (Related Doc # <u>58</u>). Notice and service of this event is delegated pursuant to SC LBR 5075-1 (Phipps, S) (Entered: 04/07/2016)
04/07/2016	<u>73</u> (4 pgs; 2 docs)	Retransmission of Related Document to BNC for Service Re: Order (related document(s) <u>72</u>) (Phipps, S) (Entered: 04/07/2016)
04/09/2016	<u>75</u> (4 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 04/09/2016. (Related Doc # <u>72</u>) (Admin.) (Entered: 04/10/2016)
04/09/2016	<u>76</u> (4 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 04/09/2016. (Related Doc # <u>73</u>) (Admin.) (Entered: 04/10/2016)
04/12/2016	<u>77</u> (1 pg)	Ballot. Filed by Tasha B Thompson of South Carolina Department of Revenue on behalf of South Carolina Department Of Revenue. (Thompson, Tasha) (Entered: 04/12/2016)
04/12/2016	<u>78</u> (1 pg)	Ballot. Filed by Tasha B Thompson of South Carolina Department of Revenue on behalf of South Carolina Department Of Revenue. (Thompson, Tasha) (Entered: 04/12/2016)
04/19/2016	<u>79</u> (2 pgs)	Proposed Order RE: Application for Compensation, with Certificate of Service Notice Of Possible Hearing - 21 days objection time given. for Robert A. Pohl, Attorney, period: 9/21/2015 to 3/28/2016, fee: \$16749, expenses: \$39.78. Filed by Robert A. Pohl. Possible Hearing scheduled for 5/2/2016 at 02:00 PM at Columbia. Date Served 3/28/2016. Last day for objections is 4/18/2016. (Attachments: # <u>1</u> Proposed Order) Filed by Robert A. Pohl of POHL, P.A. on behalf of Robert Pohl. (related document(s) <u>62</u>). (Pohl, Robert) (Entered: 04/19/2016)

04/19/2016	<u>81</u> (2 pgs; 2 docs)	Order Granting Application to Employ Cedric A. Thibodeaux, CPA (Related Doc # <u>70</u>). Notice and service of this event is delegated pursuant to SC LBR 5075-1 (Phipps, S) (Entered: 04/20/2016)
04/20/2016	<u>80</u> (2 pgs)	Proposed Order RE: Motion to Dismiss Case Pursuant to 11 USC Section 1112(b), Filed by Linda Barr of Office of United States Trustee on behalf of US Trustee's Office. Hearing scheduled for 4/21/2016 at 10:30 AM at Columbia. Date Served 3/24/2016. Objections due by 4/14/2016. Filed by Linda Barr of Office of United States Trustee on behalf of US Trustee's Office. (related document(s) <u>61</u>). (Barr, Linda) (Entered: 04/20/2016)
04/20/2016	<u>82</u> (8 pgs)	Motion to Recuse Judge Duncan and Linda Barr (UST Trustee), Filed by Carolina Procurement Institute, Inc. (Attachments: # <u>1</u> Attachment 1 # <u>2</u> Attachment 2 # <u>3</u> Attachment 3-1 # <u>4</u> Attachment 3-2 # <u>5</u> Attachment 3A # <u>6</u> Attachment 4 # <u>7</u> Attachment 4A # <u>8</u> Attachment 5 # <u>9</u> Attachment 6 # <u>10</u> Attachment 7 # <u>11</u> Attachment 8 # <u>12</u> Attachment 9-1 # <u>13</u> Attachment 9-2 # <u>14</u> Attachment 9-3 # <u>15</u> Attachment 10-13) (Phipps, S) (Entered: 04/20/2016)
04/20/2016	<u>83</u> (2 pgs; 2 docs)	Hearing scheduled relating to: Motion to Recuse Judge Duncan and Linda Barr (UST Trustee), Filed by Carolina Procurement Institute, Inc. (Attachments: # <u>1</u> Attachment 1 # <u>2</u> Attachment 2 # <u>3</u> Attachment 3-1 # <u>4</u> Attachment 3-2 # <u>5</u> Attachment 3A # <u>6</u> Attachment 4 # <u>7</u> Attachment 4A # <u>8</u> Attachment 5 # <u>9</u> Attachment 6 # <u>10</u> Attachment 7 # <u>11</u> Attachment 8 # <u>12</u> Attachment 9-1 # <u>13</u> Attachment 9-2 # <u>14</u> Attachment 9-3 # <u>15</u> Attachment 10-13). Document Served. (related document(s) <u>82</u>) Hearing scheduled for 4/21/2016 at 10:30 AM at Columbia. The case judge is David R. Duncan. (Phipps, S) (Entered: 04/20/2016)
04/20/2016	<u>84</u> (5 pgs)	Motion to Withdraw as Attorney with Certificate of Service Filed by Robert H. Cooper of The Cooper Law Firm on behalf of Carolina Procurement Institute, Inc. (Cooper, Robert) (Entered: 04/20/2016)
04/21/2016	85	Hearing Held relating to: Motion to Recuse Judge filed by Debtor Carolina Procurement Institute, Inc. (related document(s) <u>82</u>) Order due from Chambers. (Miranda, P) (Entered: 04/21/2016)
04/21/2016	86	Hearing Held relating to: Motion to Dismiss Case filed by U.S. Trustee US Trustee's Office. (related document(s) <u>61</u>) Order due from Chambers. (Miranda, P) (Entered: 04/21/2016)
04/21/2016	87	Hearing Held relating to: Motion to Withdraw as Attorney filed by Debtor Carolina Procurement Institute, Inc. (related document(s) <u>84</u>) Matter moot. (Miranda, P) (Entered: 04/21/2016)
04/22/2016	<u>89</u> (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 04/22/2016. (Related Doc # <u>83</u>) (Admin.) (Entered: 04/23/2016)

04/26/2016	<u>90</u> (11 pgs; 2 docs)	Order Granting United States Trustee's Motion to Dismiss Case Pursuant to 11 USC Section 1112(b), Denying Motion to Recuse Filed by Carolina Procurement Institute, Inc. and Mooting Robert H. Cooper's Motion to Withdraw as Attorney for Carolina Procurement Institute, Inc. (related document(s) <u>61</u> , <u>82</u> , <u>84</u>). Document Served. The Court retains jurisdiction to consider any fee applications filed on behalf of professionals in Debtor's bankruptcy case. Monitor deadline to check on Closing: 5/11/2016. (Phipps, S) (Entered: 04/26/2016)
04/28/2016		Receipt of Appeal Filing Fee - \$298.00 by NH. Receipt Number 275455. (admin) (Entered: 04/28/2016)
04/28/2016	<u>91</u> (11 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 04/28/2016. (Related Doc # <u>90</u>) (Admin.) (Entered: 04/29/2016)
04/28/2016	<u>92</u> (337 pgs; 24 docs)	Notice of Appeal to District Court re: <u>90</u> Order on Motion to Dismiss Case . Filed by Carolina Procurement Institute, Inc. Appellant Designation due by 5/12/2016. (Attachments: # <u>1</u> Exhibit 1 # <u>2</u> Exhibit 2 # <u>3</u> Exhibit 2-1 # <u>4</u> Exhibit 2-2 # <u>5</u> Exhibit 2-3 # <u>6</u> Exhibit 2-3 (cont.) # <u>7</u> Exhibit 2-3A # <u>8</u> Exhibit 2-4 # <u>9</u> Exhibit 2-4A # <u>10</u> Exhibit 2-5 # <u>11</u> Exhibit 2-6 # <u>12</u> Exhibit 2-7 # <u>13</u> Exhibit 2-8 # <u>14</u> Exhibit 2-9 # <u>15</u> Exhibit 2-9 (cont.) # <u>16</u> Exhibit 2-9 (cont.) # <u>17</u> Exhibit 2-9 (cont.) # <u>18</u> Exhibit 2-10 # <u>19</u> Exhibit 2-11 # <u>20</u> Exhibit 2-12 # <u>21</u> Exhibit 3 # <u>22</u> Exhibit 4 # <u>23</u> List of creditors)(Phipps, S) (Entered: 04/29/2016)
04/29/2016	<u>93</u> (14 pgs; 3 docs)	Notice of Appeal Letter Sent To Gary A. Washington, Michele A. Washington and Carolina Procurement Institute, Inc., served by regular postage U.S. Mail; Following parties served at email addresses by "NEF": Robert H. Cooper, Robert A. Pohl, US Trustee's Office, Linda Barr, John Timothy Stack, B. Lindsay Crawford, III, Eugene B. McLeod, III and Tasha B. Thompson, Served on April 29, 2016, Filed by US Bankruptcy Court (related document(s) <u>92</u>). (Attachments: # <u>1</u> Notice of Appeal # <u>2</u> Order on Motion to Dismiss Case)(Phipps, S) (Entered: 04/29/2016)
05/03/2016	<u>94</u> (40 pgs; 2 docs)	Application for Compensation, with Certificate of Service Notice Of Possible Hearing - 21 days objection time given. for Bonnie Shealy, Special Counsel, period: 1/6/2016 to 4/19/2016, fee: \$18,097.50, expenses: \$604.49. Filed by R. William Metzger Jr.. Possible Hearing scheduled for 6/7/2016 at 10:30 AM at Columbia. Date Served 5/3/2016. Last day for objections is 5/24/2016. (Attachments: # <u>1</u> Proposed Order Allowing Compensation) (Metzger, R.) (Entered: 05/03/2016)
05/03/2016		Review to Process Order deadline set for Application for Compensation for Bonnie Shealy, Special Counsel (related document(s) <u>94</u>); Last day for objections is 5/24/2016. (Phipps, S) (Entered: 05/03/2016)

05/06/2016	<u>95</u> (1 pg)	Request for Transcript of Hearing Held on 4/21/2016 Filed by Linda Barr of Office of United States Trustee on behalf of US Trustee's Office. (Barr, Linda) (Entered: 05/06/2016)
05/11/2016	96	Hearing Held Continued (related document(s) <u>62</u>) Hearing scheduled for 6/16/2016 at 10:30 AM at Columbia. The case judge is David R. Duncan. Robert Cooper's appearance is needed for the continued hearing. (Miranda, P) (Entered: 05/11/2016)
05/11/2016	<u>97</u> (2 pgs; 2 docs)	Notice of Continued Hearing and Requirement for Appearance Re: <u>62</u> Application for Compensation filed by Robert A. Pohl (related document(s) <u>62</u>). Document Served. Hearing continued to 6/16/2016 at 10:30 AM at Columbia. The case judge is David R. Duncan. (Phipps, S) (Entered: 05/12/2016)
05/14/2016	<u>98</u> (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 05/14/2016. (Related Doc # <u>97</u>) (Admin.) (Entered: 05/15/2016)
05/23/2016	<u>99</u> (37 pgs)	Transcript of Hearing Held 4/21/2016. You are noticed that a transcript has been filed. Pursuant to Judicial Conference Policy on Privacy, and this Court's corresponding Transcript Redaction policy, access to this transcript is restricted pending filing of a Notice of Intent to Request Transcript Redaction and a Request for Transcript Redaction pursuant to the Court's policy. Transcript will be available electronically to the public 90 days from the date filed. In the interim, the public may view the transcript at the Court or may purchase a copy from the transcriber. Contact the Court for additional information at 803.765.5436. All parties have seven (7) calendar days to file a Notice of Intent to Request Transcript Redaction. Notice of Intent to Request Transcript Redaction Deadline Due By 5/31/2016. Request for Transcript Redaction Due By 06/13/2016. Redacted Transcript Submission Due By 06/23/2016. Transcript access will be restricted through 08/22/2016. (Hartmann, Karen) (Entered: 05/23/2016)
06/01/2016	<u>100</u> (2 pgs)	Order Granting Application For Compensation (Related Doc # <u>94</u>), Granting for Bonnie Shealy, fees awarded: \$18097.50, expenses awarded: \$604.49. Notice and service of this event is delegated pursuant to SC LBR 5075-1 (Phipps, S) (Entered: 06/01/2016)
06/02/2016	<u>101</u> (1 pg)	Objection to Application for Compensation, Filed by Carolina Procurement Institute, Inc. (related document(s) <u>94</u>). (Phipps, S) (Entered: 06/02/2016)
06/02/2016	<u>102</u> (1 pg)	Motion to Reconsider Other - Order Granting Application for Compensation RE: Order Granting Application For Compensation (Related Doc <u>94</u>), Granting for Bonnie Shealy, fees awarded: \$18097.50, expenses awarded: \$604.49. Notice and service of this event is delegated pursuant to SC LBR 5075-1 Filed by Carolina Procurement Institute, Inc (related document(s) <u>100</u>). (Phipps, S) (Entered: 06/02/2016)

06/02/2016	<u>103</u> (2 pgs; 2 docs)	Hearing scheduled relating to: Motion to Reconsider Order Granting Application for Compensation for Bonnie Shealy, Special Counsel, fees awarded: \$18097.50, expenses awarded: \$604.49, Filed by Gary Washington, President of Carolina Procurement Institute, Inc. (related document(s) <u>102</u>); Document Served on Gary Washington via U.S. Mail and other parties via NEF/BNC ; Hearing scheduled for 6/7/2016 at 10:30 AM at Columbia. The case judge is David R. Duncan. (Phipps, S) (Entered: 06/02/2016)
06/02/2016	<u>104</u> (2 pgs; 2 docs)	Retransmission of Related Document to BNC for Service on R. William Metzger, Jr. re: Hearing Notice (related document(s) <u>103</u>) *Also served via U.S. Mail. (Phipps, S) (Entered: 06/02/2016)
06/04/2016	<u>105</u> (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 06/04/2016. (Related Doc # <u>103</u>) (Admin.) (Entered: 06/05/2016)
06/04/2016	<u>106</u> (2 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 06/04/2016. (Related Doc # <u>104</u>) (Admin.) (Entered: 06/05/2016)
06/06/2016	<u>107</u> (4 pgs)	Certificate of Service related to Order on Application for Compensation Filed by R. William Metzger Jr. of Robinson, McFadden & Moore, P.C. on behalf of Bonnie Shealy. (related document(s) <u>100</u>). (Metzger, R.) (Entered: 06/06/2016)
06/06/2016	<u>108</u> (2 pgs)	Notice of Appearance and Request for Notice with Certificate of Service Filed by Thomas E. Mosley of Law Firm of Thomas E. Mosley on behalf of Carolina Procurement Institute, Inc. (Weathers, K) (Entered: 06/06/2016)
06/07/2016	109	Hearing Held relating to: Motion to Reconsider filed by Debtor Carolina Procurement Institute, Inc. (related document(s) <u>102</u>) Order due from Chambers. (Miranda, P) (Entered: 06/07/2016)
06/07/2016	<u>110</u> (2 pgs)	Transmittal of Record on Appeal to District Court Case No. 1601378 (related document(s) <u>92</u>). (Balliet, L) (Entered: 06/07/2016)
06/08/2016	<u>111</u> (3 pgs; 2 docs)	Notice of Appearance and Request for Notice with Certificate of Service Filed by Thomas E. Mosley of Law Firm of Thomas E. Mosley on behalf of Carolina Procurement Institute, Inc. (Attachments: # (1) Envelope) *Docketed to show service on Judge Duncan. (Phipps, S) (Entered: 06/13/2016)
06/16/2016	112	Hearing Held Continued (related document(s) <u>62</u>) Hearing scheduled for 7/14/2016 at 10:30 AM at Columbia. The case judge is David R. Duncan. (Miranda, P) (Entered: 06/16/2016)
06/17/2016	<u>114</u>	Notice of Continued Hearing and Requirement for Appearance Re: Application for Compensation

	(3 pgs; 2 docs)	filed by Robert A. Pohl (related document(s) <u>62</u>). Document Served. Hearing continued to 7/14/2016 at 10:30 a.m. in Columbia. Robert H. Cooper is hereby ordered to attend the hearing scheduled for 7/14/2016 at 10:30 a.m. in Columbia. The case judge is David R. Duncan. (Phipps, S) (Entered: 06/17/2016)
06/17/2016	<u>116</u> (5 pgs; 2 docs)	Order Re: Motion To Reconsider Order Granting Application for Compensation for Bonnie Shealy (Related Doc # <u>102</u>). Document Served (Phipps, S) (Entered: 06/20/2016)
06/19/2016	<u>115</u> (3 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 06/19/2016. (Related Doc # <u>114</u>) (Admin.) (Entered: 06/20/2016)
06/22/2016	<u>117</u> (5 pgs)	Certificate of Service of Document as served by the Bankruptcy Noticing Center. Notice Date 06/22/2016. (Related Doc # <u>116</u>) (Admin.) (Entered: 06/23/2016)
07/14/2016	118	Hearing Held relating to: Application for Compensation for Robert Pohl (related document(s) <u>62</u>) Order due from Chambers. (Miranda, P) (Entered: 07/14/2016)
07/14/2016	<u>119</u> (2 pgs)	Order on Application For Compensation (Related Doc # <u>62</u>), Granting for Robert A. Pohl, fees awarded: \$7,500.00 Notice and service of this event is delegated pursuant to SC LBR 5075-1 (Phipps, S) (Entered: 07/15/2016)
07/21/2016	<u>120</u> (1 pg)	Certificate of Service related to Order on Application to Employ Filed by Robert H. Cooper of The Cooper Law Firm on behalf of Carolina Procurement Institute, Inc. (related document(s) <u>74</u>). (Cooper, Robert) (Entered: 07/21/2016)
07/26/2016	<u>121</u> (3 pgs)	Order and Judgment from District Court Re: Appeal. (related document(s) <u>92</u>). (Balliet, L) (Entered: 08/01/2016)
08/02/2016		Bankruptcy Case Closed (Phipps, S) (Entered: 08/02/2016)
10/12/2016	<u>122</u> (1 pg)	Letter To Linda Barr Regarding Reclamation of Exhibits From Hearing Held 4/21/2016. Reclamation of Exhibit due by 10/27/2016. (Balliet, L) (Entered: 10/13/2016)
10/13/2016	<u>123</u> (1 pg)	Acknowledgment of Receipt of Exhibits by A. Hill. Filed by Linda Barr of Office of United States Trustee on behalf of US Trustee's Office. (related document(s) <u>88</u> , <u>122</u>). (Balliet, L) (Entered: 10/13/2016)
10/18/2016	<u>124</u>	Letter To Gary Washington and Bonnie Shealy Regarding Reclamation of Exhibits From Hearing

5/17/2018

SC Bankruptcy CM/ECF - LIVE

	(2 pgs)	6/7/2016. Reclamation of Exhibit due by 11/1/2016. (Balliet, L) (Entered: 10/18/2016)
10/24/2016	<u>125</u> (2 pgs)	Acknowledgment of Receipt of Exhibits by C. Aiken for Carolina Procurement. Filed by US Bankruptcy Court. (related document(s) <u>124</u>). (Balliet, L) (Entered: 10/24/2016)

PACER Service Center			
Transaction Receipt			
05/17/2018 12:49:00			
PACER Login:	aw3260aw:3999663:0	Client Code:	m
Description:	Docket Report	Search Criteria:	15-04646-dd Fil or Ent: filed Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included
Billable Pages:	12	Cost:	1.20

Book 01009-3145
2004104919 12/26/2004 18:29 18-99 Mortgage
Fee: \$14.00 County Tax: \$0.00 State Tax: \$0.00



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$453,000.00.
THIS MORTGAGE dated December 22, 2004, is made and executed between GARY A WASHINGTON and MICHELE A WASHINGTON, whose address is 1324 FURMAN DRIVE, SUMTER, SC 29154 (referred to below as "Grantor") and South Carolina Community Bank, whose address is 1545 Sumter Street, Columbia, SC 29201 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses, and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in RICHLAND County, State of South Carolina:

See EXHIBIT A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 1811 AND 1815 GERVAIS STREET, COLUMBIA, SC 29201.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency, to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation of claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties

Signature: Gary A. Washington
Signature: Michele A. Washington

**MORTGAGE
(Continued)**

contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and restoration if Grantor is not in default under this Mortgage shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds

For [Signature] POA
[Signature]
[Signature]

**MORTGAGE
(Continued)**

any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially effect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or shall remove the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Tom [Signature]
Michael [Signature] 22 Dec

MORTGAGE (Continued)

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, escrow agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor, or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and, as mortgagee-in-possession, collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not

Handwritten signatures and initials at the bottom of the page, including names like 'For', 'Michael', 'N. White', and 'C. P. ...'.

**MORTGAGE
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any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Appraisal. Grantor hereby waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by Lender against Borrower in the event of foreclosure under this Mortgage.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all right to have the Property marshaled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral, directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees in an amount not less than fifteen percent (15%) of the amount owing on the Indebtedness and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), salvagers' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of South Carolina without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of South Carolina.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and

Fen Williams
Debra Williams 2/2/15

**MORTGAGE
(Continued)**

Page 6

Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If possible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of South Carolina as to all indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means CAROLINA PROCUREMENT INSTITUTE INC and includes all co-signers and co-makers signing the Note.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 8001, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means GARY A WASHINGTON and MICHELE A WASHINGTON.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, earned interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means South Carolina Community Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated December 22, 2004, in the original principal amount of \$453,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is December 22, 2009.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

*From [Signature] POA 2/2/15
Michael*

MORTGAGE (Continued)

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X [Signature]
GARY A WASHINGTON

X [Signature]
MICHELE A WASHINGTON

Signed, acknowledged and delivered in the presence of:

X [Signature]
Witness

X
Witness

INDIVIDUAL ACKNOWLEDGMENT

STATE OF South Carolina)
) SS
COUNTY OF Richland)

PERSONALLY appeared before me and made oath that he or she saw the within-named Grantor(s) sign, seal, and, as his or her act and deed, deliver the within-written Mortgage for the uses and purposes therein mentioned, and that he or she with the other witness subscribed above witnessed the execution thereof.

[Signature]
(Witness)

SWORN to before me this
day of , A.D. 20
(Seal)
Notary Public

My Commission expires:

**EXHIBIT A
of Mortgage**

Lender:	SC Community Bank	Date:	December 22, 2004
Borrower:	Carolina Procurement Institute	Loan No.:	125096
Property Address:	1811-1815 Gervais Street Columbia, SC 29201		

LEGAL DESCRIPTION

All that piece, parcel and lot of land, with the improvements thereon, situate, lying and being on the northern side of Gervais Street, between Barnwell and Gregg Streets, in the City of Columbia, in the City of Columbia, in the County of Richland, in the State of South Carolina, being shown and delineated on a plat prepared for Carey W. Shealy and Suzanne Shealy by Cox and Dinkins, Inc., Engineers and Surveyors, dated April 17, 1998, and recorded in the office of the Register of Deeds for Richland County in Plat Book 000709 at page 0029, and having such metes and bounds as reference to said plat will show, all measurements being a little more or less.

DERIVATION: This being the identical property conveyed to Gary A. Washington and Michele A. Washington by deed of Carey Shealy and Suzanne Shealy, dated March 8, 2002 and recorded March 19, 2002 in the Richland County Office of the Register of Deeds Book 639 at Page 1298

Also:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and shown on plat prepared for George S. Bailey and Ford B. Bailey by Cox and Dinkins, Inc., Engineers and Surveyors, dated October 10, 1986, to be recorded, and according to said plat, having the following metes and bounds, to-wit: Beginning at an iron on the northern edge of the right-of-way of Gervais Street approximately 108.04" East of its point of intersection with Barnwell Street and running thence along the edge of the right-of-way of Gervais Street South 72 degrees 51' West for distance of 52.59 feet to an iron; thence turning and running South 17 degrees 54' East for a distance of 170.56 feet to an iron; thence turning and running North 72 degrees 55' East for a distance of 52.40 feet to an iron; thence turning and running North 17 degrees 50' West for a distance of 170.60 feet to the point of beginning, be all measurements a little more or less.

DERIVATION: This being the identical property conveyed to Gary A. Washington and Michele A. Washington by deed of Carey Shealy and Suzanne Shealy, dated March 8, 2002 and recorded March 19, 2002 in the Richland County Office of the Register of Deeds Book 639 at Page 1298.

Richland County Tax Map No. 11306-16-19 & 11306-16-20

Property Address 1811 & 1815 Gervais Street, Columbia, SC 29201

COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No.	Account	Office	Initial
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing **** has been omitted due to text length limitations.						

Borrower: CAROLINA PROCUREMENT INSTITUTE INC (TN):
 1815 GERVAIS STREET
 COLUMBIA, SC 29201

Lender: South Carolina Community Bank
 Main Office
 1646 Sumter Street
 Columbia, SC 29201
 (803) 733-8100

Guarantor: MICHELE A WASHINGTON
 1324 FURMAN STREET
 SUMTER, SC 29154

AMOUNT OF GUARANTY. The amount of this Guaranty is Unlimited.

CONTINUING UNLIMITED GUARANTY. For good and valuable consideration, MICHELE A. WASHINGTON ("Guarantor") absolutely and unconditionally guarantees and promises to pay to South Carolina Community Bank ("Lender") or its order, in legal tender of the United States of America, the indebtedness (as that term is defined below) of CAROLINA PROCUREMENT INSTITUTE INC ("Borrower") to Lender on the terms and conditions set forth in this Guaranty. Under this Guaranty, the liability of Guarantor is unlimited and the obligations of Guarantor are continuing.

INDEBTEDNESS GUARANTEED. The indebtedness guaranteed by this Guaranty includes any and all of Borrower's indebtedness to Lender and is used in the most comprehensive sense and means and includes any and all of Borrower's liabilities, obligations and debts to Lender, now existing or hereinafter incurred or created, including, without limitation, all loans, advances, interest, costs, debts, overdraft indebtedness, credit card indebtedness, lease obligations, other obligations, and liabilities of Borrower, or any of them, and any present or future judgments against Borrower, or any of them, and whether any such indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Borrower may be liable individually or jointly with others, or primarily or secondarily, or as guarantor or surety; whether recovery on the indebtedness may be or may become barred or unenforceable against Borrower for any reason whatsoever; and whether the indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to advances or now indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "now indebtedness" does not include indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. This Guaranty will continue to bind Guarantor for all indebtedness incurred by Borrower or committed by Lender prior to receipt of Guarantor's written notice of revocation, including any extensions, renewals, substitutions or modifications of the indebtedness. All renewals, extensions, substitutions, and modifications of the indebtedness granted after Guarantor's revocation, are contemplated under this Guaranty and, specifically will not be considered to be new indebtedness. This Guaranty shall bind Guarantor's estate as to indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of indebtedness, even to zero dollars (\$0.00), prior to Guarantor's written revocation of this Guaranty shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the guaranteed indebtedness remains unpaid and even though the indebtedness guaranteed may from time to time be zero dollars (\$0.00).

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the indebtedness or any part of the indebtedness, including increases and decreases of the rate of interest on the indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the indebtedness, and to exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms, or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects; and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's debts under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no

**COMMERCIAL GUARANTY
(Continued)**

Loan No: 125096

Page 2

obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights of defenses arising by reason of (A) any right of appraisal, "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the indebtedness; (D) any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding indebtedness of Borrower to Lender which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the indebtedness of Borrower to Lender, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the indebtedness of Borrower to Lender. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of South Carolina without regard to its conflicts of law provisions. This Guaranty has been accepted by Lender in the State of South Carolina.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all of any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

COMMERCIAL GUARANTY
(Continued)

Loan No: 125096

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means CAROLINA PROCUREMENT INSTITUTE INC and includes all co-signers and co-makers signing the Note.

Guarantor. The word "Guarantor" means each and every person or entity signing this Guaranty, including without limitation MICHELE A WASHINGTON.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

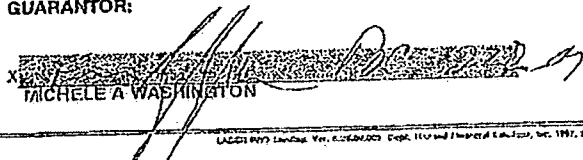
Lender. The word "Lender" means South Carolina Community Bank, its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED DECEMBER 22, 2004.

GUARANTOR:


MICHELE A WASHINGTON

COMMERCIAL PROMISSORY NOTE

NAME(S) / ADDRESS(S) OF BORROWER(S) ("Borrower, I, My or We") CAROLINA PROCUREMENT INSTITUTE INC 1815 GERVAIS STREET COLUMBIA SC 29201			NAME / ADDRESS OF LENDER (SCHEDULE "A", You or Your) S C COMMUNITY BANK 1545 SUMTER STREET COLUMBIA, SC 29201		
NOTE NUMBER 125096	TRANSACTION DATE 3/06/2013	MATURITY DATE 3/06/14	OFFICE 1	OFFICER 050	INTEREST RATE 4.50

For value received, on or before the Maturity Date, the undersigned Borrower promises to pay the principal amount, together with interest, and any other charges, including service charges, to the order of the Lender at its office at the address noted above or holder, all in lawful money of the United States of America. The undersigned further agrees to the terms below and on page two of this Note. Words, numbers or phrases preceded by a are applicable only if the is marked.

PRINCIPAL AMOUNT \$ 366,509.64
Three hundred sixty six thousand five hundred nine & 64/100

PAYMENT SCHEDULE: in 11 installments of \$ 2,046.19 plus interest including interest and payable starting 4/06/13 monthly. quarterly.
 Interest only starting
 interest, principal and other charges due on Maturity Date.
 other payment schedule:

INTEREST RATE: This loan is subject to a fixed interest rate of 4.50 % per annum. a variable simple interest rate, which is % greater than: equal to: % less than: the following Index:

Initial Variable Simple Interest Rate	Present Variable Index Rate	Maximum Interest Rate	Maximum Interest Rate	Interest Rate Changes Will Occur
%	%	%	%	

Interest will be calculated on the unpaid balance for the actual days outstanding on a: 365/365 Day Basis. 365 /360 Day Basis.

DEFAULT RATE: If in default the interest rate shall be: 8.50 % per annum. % in excess of the Index.

LATE CHARGE: If Borrower is more than 10 days late in making any payment, in addition to such payment, Borrower will pay a late charge of:
 the lesser of the greater of an amount equal to \$ or 5.00 % of the payment in default.

PAYABLE ON DEMAND: Payment is due upon demand. Payment is due upon demand, but in any event, not later than Maturity Date.

LINE OF CREDIT: If this Note is not in default, Lender may make advances on a continuing basis up to the Principal Amount.


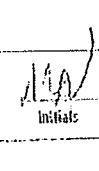
ANNUAL MEMBERSHIP FEE. Lender will assess an Annual Membership Fee of \$ _____ Dollars, which will be due when Borrower's loan is first opened and on the yearly anniversary of the opening date. This fee will be charged to this loan as an advance. This fee is not refundable under any circumstance and does not assure Borrower that this loan will not be terminated, credit suspended or credit limit reduced as permitted under this Note.

Additional Note Provisions:
 LOAN IS A RENEWAL OF AN ORIGINAL PROMISSORY NOTE IN THE AMOUNT OF \$453,000 DATED DECEMBER 22, 2004 SECURED BY A MORTGAGE ON LAND PLUS IMPROVEMENTS LOCATED AT 1811 & 1815 GERVAIS ST. COLUMBIA SC 29201 RECORDED IN RICHLAND COUNTY AT BOOK 01009-3145 ON DECEMBER 28, 2004.

Security for this Note, if any, (the "Collateral") is granted pursuant to the following document(s) executed on the date(s) noted below:

- security agreement dated 3/06/13
- mortgage, deed of trust, trust deed or security deed dated 12/22/04
- other UCC1 COVERING ALL FIXTURES LOCATED AT 1811 & 1815 GERVAIS ST. COLUMBIA SC 29201

By initialing, I acknowledge this is page 1 of 2 of the Commercial Promissory Note.

 
 Initials Initials Initials Initials

Additional Provisions

If this Note is secured by a security agreement, mortgage, deed of trust, trust deed, security deed or loan agreement of even or previous date, as set forth on page one hereof, it is subject to all the terms thereof. Additionally, the Lender may, upon deeming itself insecure or upon Borrower's default in payment or in the terms of this or any other agreement Borrower may have with Lender declare the entire principal amount due and payable. The Borrower severally waives demand, notice, and protest and any defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral.

If there is a Default Rate shown on page one, it may be applied to all periods of time in which a default exists. If the interest rate on this note is tied to an Index stated on page one, that Index is used solely to establish a base from which the actual rate of interest payable under this Note will be figured, and is not a reference to any actual rate of interest charged by any lender to any particular borrower. If the interest rate varies in accordance with a selected Index, if that Index ceases to exist, Lender may substitute a similar index which will become the Index.

If this Note is payable in installments, each installment payment will be due on the same day of the installment period as the day upon which payments commence, unless otherwise specified. Failure to pay this Note according to specified terms shall constitute a default. If permitted by law and at Lender's option, interest up to the highest rate permitted by law may be assessed on any interest which is past due as the result of any payment not being paid when due.

The Lender shall have the right to hold or apply its own indebtedness or liability to Borrower in payment of, or to provide collateral security for the payment of this Note either prior to or after Maturity Date. If legal proceedings are instituted to enforce the terms of this Note, Borrower agrees to pay all costs of the Lender in connection therewith, including reasonable attorney fees, to the extent permitted by law. If this Note is secured, then upon default in payment or in the terms of this agreement, the Lender shall have all rights of a secured party under the Uniform Commercial Code and/or other law(s) governing secured transactions. If permitted by law, Borrower waives any otherwise required notice of presentment; demand; acceleration; and intent to accelerate.

This Note is governed by the laws of the state in which it is written except to the extent that federal law controls.

The Borrower expressly agrees to all of the provisions hereof and signifies assent thereto by the signature below.

IN WITNESS WHEREOF, the Borrower has executed this Note on the date and year shown below.

CAROLINA PROCUREMENT INSTITUTE INC.

By X [Signature] 10/21/13 Date
GARY A. WASHINGTON
Its PRESIDENT

By X [Signature] 10/21/13 Date
MICHELE A. WASHINGTON
Its VICE PRESIDENT

By X _____ Date
Its _____

By X _____ Date
Its _____

B4 (Official Form 4) (12/07) - Cont.

In re Carolina Procurement Institute, Inc.

Case No. 15-04646-dd

Debtor(s)

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS
(Continuation Sheet)

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
JA Cambece Law Office, PC CACH, LLC 200 Cummings Center Suite 173D Beverly, MA 01915	JA Cambece Law Office, PC CACH, LLC 200 Cummings Center Beverly, MA 01915			2,214.65
NBSC P.O. Box 1796 Sumter, SC 29151	NBSC P.O. Box 1796 Sumter, SC 29151			9,100.00
Palmetto Specialty Transfer 59 Atlas Court Columbia, SC 29209	Palmetto Specialty Transfer 59 Atlas Court Columbia, SC 29209			65,000.00
RBC Bank P.O. Box 1220 Rocky Mount, NC 27802	RBC Bank P.O. Box 1220 Rocky Mount, NC 27802			25,000.00
RMS 77 Hartland Street Suite 401 P.O. Box 280410 East Hartford, CT 06108-0431	RMS 77 Hartland Street Suite 401 East Hartford, CT 06108-0431			5,075.00
SC Department of Employment & Workforce P.O. Box 995 Columbia, SC 29202	SC Department of Employment & Workforce P.O. Box 995 Columbia, SC 29202			4,190.55
SC Department of Employment & Workforce P.O. Box 995 Columbia, SC 29202	SC Department of Employment & Workforce P.O. Box 995 Columbia, SC 29202			2,773.35
South Carolina Community Bank 1545 Sumter Street Columbia, SC 29201	South Carolina Community Bank 1545 Sumter Street Columbia, SC 29201	Commercial warehouse and office space located at 1811 & 1815 Gervais Street, Columbia, South Carolina		340,455.55
The Hartford 2420 Lakemont Avenue P.O. Box 3556 Orlando, FL 32802-3556	The Hartford 2420 Lakemont Avenue P.O. Box 3556 Orlando, FL 32802-3556			5,075.00
Wells Fargo Bank 1 Home Campus Des Moines, IA 50328	Wells Fargo Bank 1 Home Campus Des Moines, IA 50328			10,000.00

B6 Summary (Official Form 6 - Summary) (12/14)

**United States Bankruptcy Court
District of South Carolina**

In re Carolina Procurement Institute, Inc.
Debtor

Case No. 15-04646-dd

Chapter 11

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	0.00		
B - Personal Property	Yes	3	63,250.00		
C - Property Claimed as Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	1		0.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	4		74,553.05	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	7		537,868.41	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	No	0			N/A
J - Current Expenditures of Individual Debtor(s)	No	0			N/A
Total Number of Sheets of ALL Schedules		18			
			Total Assets	63,250.00	
				Total Liabilities	612,421.46

B6F (Official Form 6F) (12/07) - Cont.

In re Carolina Procurement Institute, Inc.
Debtor

Case No. 15-04646-dd

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O O R D I N A T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					
Account No. xxxxxxxx-xx-xx-xxxx/xxxxx286-9 South Carolina Community Bank 1545 Sumter Street Columbia, SC 29201		X		3/6/2013 Commercial warehouse and office space located at 1811 & 1815 Gervais Street, Columbia, South Carolina			340,455.55
Account No. xxxxxx #xxxx2067 The Hartford 2420 Lakemont Avenue P.O. Box 3556 Orlando, FL 32802-3556		-					5,075.00
Account No. xxx-xxxxxxxx2-001 Time Warner Cable PO Box 77169 Charlotte, NC 28271-7169		-					1,661.66
Account No. xxx-xxxxx5902 Time Warner Cable P.O. Box 77169 Charlotte, NC 28271-7169		-					2,112.38
Account No. Time Warner Cable PO Box 77169 Charlotte, NC 28271-7169		-					1,706.52

Sheet no. 5 of 6 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal
(Total of this page) **351,011.11**

B7 (Official Form 7) (04/13)

United States Bankruptcy Court
District of South Carolina

In re Carolina Procurement Institute, Inc.

Debtor(s)

Case No. 15-04646-dd

Chapter 11

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any persons in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(2), (31).

1. Income from employment or operation of business

None
[] State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

Table with 2 columns: AMOUNT and SOURCE. Rows include 2015 YTD: Debtor Business Income (\$32,000.00) and 2013: Debtor Business Income (\$16,000.00).

2. Income other than from employment or operation of business

None
[] State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

Table with 2 columns: AMOUNT and SOURCE. Row includes 2013: Debtor (\$10,000.00).

B7 (Official Form 7) (04/13)

3

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
South Carolina Community Bank 1545 Sumter Street Columbia, SC 29201	Foreclosure Sale - August 3, 2015	Commercial warehouse and office space located at 1811 & 1815 Gervais Street, Columbia, South Carolina

5. Repossessions, foreclosures and returns

None List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
South Carolina Community Bank 1545 Sumter Street Columbia, SC 29201	August 3, 2015 - Pending Final Sale	Commercial warehouse and office space located at 1811 & 1815 Gervais Street, Columbia, South Carolina \$425,000

6. Assignments and receiverships

None a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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None b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

None List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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8. Losses

None List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
Roof on 1811 & 1815 Gervais Street, Columbia, SC suffered severe damage during a storm on July 5, 2015	Metlife Insurance	July 5, 2015

B7 (Official Form 7) (04/13)

4

9. Payments related to debt counseling or bankruptcy

None List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Quaker State Commercial Financing 1950 Butler Pike #137 Conshohocken, PA 19428	July 2015	\$2,500
Fisher Enterprises, LLC 322 Central Park West Penthouse New York, NY 10025	July 2015	\$2,500
Bob Cooper		\$13,000
Wendell Hawkins		\$2,500
Alex		\$3,000
Roof		\$5,000
Pohl, P.A. P.O. Box 27290 Greenville, SC 29616	September 14, 2015	\$1,000 - Foreclosure Defense Legal Fee
Pohl, P.A. P.O. Box 27290 Greenville, SC 29616	September 21, 2015	\$2,500 - Bankruptcy Legal Fees
U.S. Bankruptcy Court	September 1, 2015	\$1,717 - Filing Fee
Insurance		\$3,500
Project Claims For Moving		\$1,800

10. Other transfers

None a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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None b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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B7 (Official Form 7) (04/13)

5

11. Closed financial accounts

None List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
SAFE Federal Credit Union P.O. Box 2008 Sumter, SC 29151-2008	Checking and Savings Account	October 12, 2015

12. Safe deposit boxes

None List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

None List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

None List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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15. Prior address of debtor

None If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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16. Spouses and Former Spouses

None If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

B7 (Official Form 7) (04/13)
6

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

- None a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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18. Nature, location and name of business

- None a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within six years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within six years immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Gervais Professional Suites, Inc.	57-1142881	1815 Gervais Street Columbia, SC 29201	S Corporation operating as a property management company	1999 - 2009; 2011 - Present

B7 (Official Form 7) (04/13)

7

None b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME

ADDRESS

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within six years immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

None a. List all bookkeepers and accountants who within two years immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS

**Bartley Tax and Book Keeping
7356 Garners Ferry Road, Suite 228
Columbia, SC 29209**

DATES SERVICES RENDERED
2012- Present

None b. List all firms or individuals who within the two years immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME

ADDRESS

DATES SERVICES RENDERED

None c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME

Gary Washington

ADDRESS

**1324 Furman Drive
Sumter, SC 29154**

None d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within two years immediately preceding the commencement of this case.

NAME AND ADDRESS

**Quaker State Commercial Financing
1950 Butler Pike #137
Conshohocken, PA 19428**

DATE ISSUED
July 2015

**Fisher Enterprises, LLC
322 Central Park West Penthouse
New York, NY 10025**

July 2015

20. Inventories

None a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT OF INVENTORY
(Specify cost, market or other basis)

B7 (Official Form 7) (04/13)

8

None b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

DATE OF INVENTORY NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS

21. Current Partners, Officers, Directors and Shareholders

None a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST
Michele Washington 1324 Furman Drive Sumter, SC 29154	Common Voting Shares	49%
Gary Washington 1324 Furman Drive Sumter, SC 29154	Common Voting Shares	51%

None b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
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22. Former partners, officers, directors and shareholders

None a. If the debtor is a partnership, list each member who withdrew from the partnership within one year immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
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None b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within one year immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
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23. Withdrawals from a partnership or distributions by a corporation

None If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during one year immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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24. Tax Consolidation Group.

None If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within six years immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)
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25. Pension Funds.

None If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within six years immediately preceding the commencement of the case.

NAME OF PENSION FUND	TAXPAYER IDENTIFICATION NUMBER (EIN)
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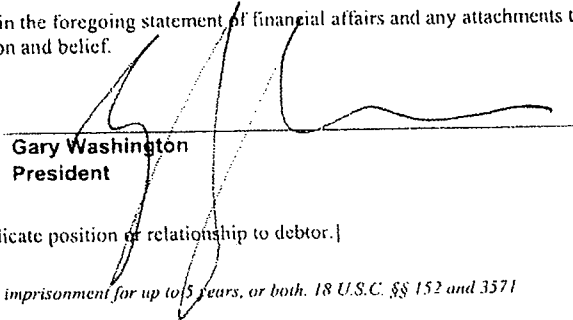
B7 (Official Form 7) (04/13)
9

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date September 25, 2015

Signature



Gary Washington
President

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

LOCAL OFFICIAL FORM 1007-1(b) TO SC LBR 1007-1

United States Bankruptcy Court
District of South Carolina

In re Carolina Procurement Institute, Inc. Debtor(s) Case No. 15-04646-dd
Chapter 11


CERTIFICATION VERIFYING CREDITOR MATRIX

The above named debtor, or attorney for the debtor if applicable, hereby certifies pursuant to South Carolina Local Bankruptcy Rule 1007-1 that the master mailing list of creditors submitted either on computer diskette, electronically filed via CM/ECF, or conventionally filed in a typed hard copy scannable format which has been compared to, and contains identical information to, the debtor's schedules, statements and lists which are being filed at this time or as they currently exist in draft form.

Master mailing list of creditors submitted via:

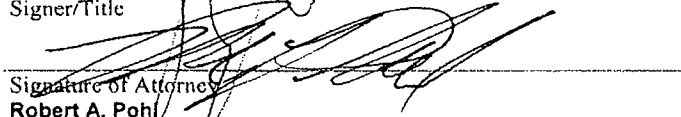
- (a) _____ computer diskette
- (b) _____ scannable hard copy
(number of sheets submitted _____)
- (c) X electronic version filed via CM/ECF

Date: September 25, 2015



Gary Washington/President
Signer/Title

Date: September 25, 2015



Signature of Attorney
Robert A. Pohl
Pohl, P.A.
P.O. Box 27290
Greenville, SC 29616
864-361-4827 Fax: 864-558-5291
Typed/Printed Name/Address/Telephone

10877

District Court I.D. Number

ACCESS RECEIVABLES MANAGEMENT
P.O. BOX 1377
COCKEYSVILLE MD 21030-9998

ACS SUPPORT
P.O. BOX 8208
PHILADELPHIA PA 19101-8208

ALLSTATE INSURANCECOMPANY
PAYMENT PROCESSING CENTER
TWO WELLS AVENUE
NEWTON CENTER MA 02459

AMSHER COLLECTION SERVICES, INC.
600 BEACON PARKWAY W
SUITE 300
BIRMINGHAM AL 35209-3114

AT&T
P.O. BOX 5093
CAROL STREAM IL 60197-5093

BANK DIRECT CAPITAL FINANCE
P.O. BOX 660448
DALLAS TX 75266-0448

BB&TOF SC
75 BEATTIE PLACE
GREENVILLE SC 29601

CAPITAL ONE BANK
P.O. BOX 71083
CHARLOTTE NC 28272-1083

CHASE BANK USA
5620 SOUTHWYCK BLVD
TOLEDO OH 43614

CITY OF COLUMBIA
1225 LADY STREET
COLUMBIA SC 29201

CITY OF COLUMBIA
1339 MAIN STREET
COLUMBIA SC 29201

CLEMSON UNIVERSITY
C/O APRIL PITTS, CONTRACTING OFFICER
108 PERIMETER ROAD
CLEMSON SC 29634

COLEMAN AMERICA
P.O. BOX 960
MIDLAND CITY AL 36350

CREDIT COLLECTION SERVICES
TWO WELLS AVENUE
NEWTON CENTER MA 02459

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
OGDEN UT 84201-0038

DUKE ENERGY PROGRESS
P.O. BOX 1003
CHARLOTTE NC 28201-1003

ELECTRIC SERVICES, INC.
P.O. BOX 2448
IRMO SC 29063

FAST RESPONSE PLUMBING
PO BOX 3451
WEST COLUMBIA SC 29171

FIRST PALMETTO SAVING BANK
C/O SAMUEL R. SMALL
470 DEKALB STREET
CAMDEN SC 29020

FORT JACKSON AFB
C/O MR. REGINALD B. COVEY
4340 MAGRUDER AVENUE
COLUMBIA SC 29207

GARY WASHINGTON
1324 FURMAN DRIVE
SUMTER SC 29154

IC SYSTEM
P.O. BOX 64378
SAINT PAUL MN 55164-0378

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0039

INTERNAL REVENUE SERVICE
ACS SUPPORT
P.O. BOX 8208
PHILADELPHIA PA 19101-8208

JA CAMBECE LAW OFFICE, PC
CACH, LLC
200 CUMMINGS CENTER
SUITE 173D
BEVERLY MA 01915

LAW OFFICES OF ED OVERCASH, LLC
37 VILLA ROAD
SUITE 507
GREENVILLE SC 29615

LEASES

MCCARTHY, BURGESS & WOLFF
2600 CANNON ROAD
BEDFORD OH 44146

MICHELE WASHINGTON
1324 FURMAN DRIVE
SUMTER SC 29154

NBSC
P.O. BOX 1796
SUMTER SC 29151

PALMETTO HEALTH ALLIANCE
C/O KATHY JOY
P.O. BOX 364
COLUMBIA SC 29202

PALMETTO SPECIALTY TRANSFER
59 ATLAS COURT
COLUMBIA SC 29209

RBC BANK
P.O. BOX 1220
ROCKY MOUNT NC 27802

RMS
77 HARTLAND STREET
SUITE 401
P.O. BOX 280410
EAST HARTFORD CT 06108-0431

SC DEPARTMENT OF EMPLOYMENT & WORKFORCE
P.O. BOX 995
COLUMBIA SC 29202

SC DEPARTMENT OF REVENUE
P.O. BOX 25
COLUMBIA SC 29214

SC DEPARTMENT OF REVENUE
C/O RONALD W. URBAN
P.O. BOX 12265
COLUMBIA SC 29211

SC DEPARTMENT OF REVENUE
NOA
COLUMBIA SC 29214-0030

SC DEPT. OF REV & TAX
P.O. BOX 12265
COLUMBIA SC 29211

SCE&G
CLAIMS DEPT-MC CH22
PO BOX 760
CHARLESTON SC 29402

SHAW AFB
C/O NANCY HUNT, CONTRACTING OFFICER

SOUTH CAROLINA COMMUNITY BANK
1545 SUMTER STREET
COLUMBIA SC 29201

THE HARTFORD
2420 LAKEMONT AVENUE
P.O. BOX 3556
ORLANDO FL 32802-3556

TIME WARNER CABLE
PO BOX 77169
CHARLOTTE NC 28271-7169

TIME WARNER CABLE
P.O. BOX 77169
CHARLOTTE NC 28271-7169

WELLS FARGO BANK
1 HOME CAMPUS
DES MOINES IA 50328