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STATE OF SOUTH CAROLINA COUNTY OF ANDERSON  
Civ No. Erskine College,  
Plaintiff,

v.

Icelaven Development Group LLC,  
Defendant.

TO THE DEFENDANT(S) ABOVE NAMED: Icelaven  
Development Group LLC

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 135 Columbia Avenue, Post Office Box 1000, Chapin, South Carolina 29036, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

HARRELL MARTIN & PEACE, P.A.  
/s Erik T. Norton \_\_\_\_\_ Erik T. Norton, SC Bar No.  
73860 135 Columbia Avenue  
Chapin, SC 29036  
Phone: (803) 345-3353 Email: erik@hmp-law.com  
Attorneys for Erskine College

NOW COMES Plaintiff Erskine College (“Plaintiff” or “Erskine”) stating as follows for its complaint against Defendant Icelaven Development Group LLC (“Defendant” or “Icelaven”):

### **PARTIES AND JURISDICTION**

1. Plaintiff is a Christian liberal arts college located and operating in Abbeville County, South Carolina.
2. Defendant is a limited liability company formed under the laws of the state of South Carolina with its principal place of business in Anderson County, South Carolina.
3. This matter involves enforcement of a Promissory Note executed by Defendant and Plaintiff dated August 1, 2021 (“the Note”).
4. A true and accurate copy of the Note is attached here as Exhibit A.
5. The Note includes a requirement that jurisdiction and venue for any legal action shall be in Anderson County, South Carolina.
6. Jurisdiction and venue therefore are proper in this Court.

### **FACTUAL ALLEGATIONS**

7. Defendant received the sum of One Million and 00/100 (\$1,000,000.00) Dollars from Plaintiff as a loan in accordance with the Note.
8. In the Note, Defendant promised to pay Plaintiff the principal sum of One Million and 00/100 (\$1,000,000.00) Dollars plus interest due in the amount of five percent (5%) per annum not later than January 1, 2027.
9. The Note requires Defendant to make payments of principal and interest (“Payments”) annually on or before December 31 of each year the Note is in effect, beginning on August 1, 2021.
10. Defendant did not make any Payment or before December 31, 2021.
11. Defendant made a Payment of thirty-five thousand and 00/100 (\$35,000.00) on or before December 31, 2022.
12. On December 8, 2023, Plaintiff sent Defendant correspondence, through counsel, informing Defendant that the balance of the Note was One Million, One Hundred Fifty-Seven Thousand, Six Hundred Eighty-Four Dollars and 58/100 (\$1,157,684.58) Dollars with interest accruing at the rate of five percent (5%) per annum.
13. On December 8, 2023, Plaintiff sent Defendant correspondence (“the December 8 Demand Letter”), through counsel, informing Defendant that Payment in the amount of Two Hundred Fifty-Four Thousand Twenty-Seven and 16/100 (\$254,027.16) Dollars was due on or before December 31, 2023.

14. Defendant did not respond to the correspondence dated December 8, 2023.
15. Defendant did not make a Payment on or before December 31, 2023.
16. Plaintiff sent Defendant a letter, through counsel, dated January 4, 2023, demanding payment of the amounts due to Plaintiff on or before January 31, 2024.
17. Defendant did not respond to the correspondence dated January 4, 2024.
18. Defendant did not make a Payment on or before January 31, 2024.
19. Following additional communications between counsel, on or about April 14, 2024, Plaintiff sent Defendant a second demand letter (“the April 14 Demand Letter”), through counsel, declaring the Note in default, accelerating the Note, and demanding payment by April 30, 2024 of the entire amount due of One Million, One Hundred Seventy-Four Thousand, Two Hundred Fifty-Nine and 92/100 (\$1,174,259.92) Dollars as of April 30, 2024 plus interest accruing at the rate of five percent (5%) per annum, or a daily rate of One Hundred Thirty Six and 98/100 (\$136.98) Dollars.
20. Defendant has failed to make any Payment on the Note in 2023 or 2024.
21. Defendant has failed to make payments as agreed on the Note and is in default of its obligations under the Note.

**FOR A FIRST CAUSE OF ACTION**

(Breach of Contract)

22. The allegations of the preceding paragraphs are incorporated by reference as if restated verbatim herein.
23. Plaintiff, or its authorized representative, executed the Note.
24. Defendant, or its authorized representative, executed the Note.
25. The Note was supported by adequate consideration.
26. Defendant has failed to pay as agreed pursuant to the terms of the Note.
27. Pursuant to the terms of the Note, Defendant owed Plaintiff the annual payment amount of Two Hundred Fifty-Four Thousand Twenty-Seven and 16/100 (\$254,027.16) Dollars on or before December 31, 2023.
28. Defendant failed to pay the amount due to Plaintiff as of December 31, 2023.
29. Defendant was in default under the Note.
30. Defendant was in frgsuly unfit yer Note.
31. Plaintiff made true and just demand for the amount due in the January 4 Demand Letter.
32. Defendant did not pay the amounts due as of December 31, 2023.
33. Defendant's failure to pay the amounts due as of December 31, 2023 was a material breach of the Note's terms and conditions.
34. Defendant owed Plaintiff the sum of One Million, One Hundred Seventy-Four Thousand, Two Hundred Fifty-

Nine and 92/100 (\$1,174,259.92) Dollars as of April 30, 2024.

34. In the April 14 Demand Letter, Plaintiff made true and just demand for payment of the amounts due as of April 30, 2024.

35. Defendant did not pay the amounts due as of April 30, 2024

36. Defendant's failure to pay the amounts due as of April 30, 2024 was a material breach of the Note's terms and conditions.

37. Plaintiff has been damaged by Defendant's failure to pay the amounts due.

WHEREFORE, Plaintiff is entitled to judgment against Defendant in amount equal to the sums due and owing under the Note plus interest continuing to accrue and any other relief deemed appropriate by the Court.

HARRELL MARTIN & PEACE, P.A.

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Chapin, South Carolina May 7, 2024.