

Address Report

York County Government, SC

 Property	 Parcel	 Address
Property Location: PARCEL A / 2.403 AC	Parcel Number: 7140000035	Address: 2180 CAROLINA PL, STE 111, FORT
CAROLINA PLACE	TaxMapID: 7140000035	MILL, SC 29708
Subdivision:	Subdivision:	Unit Number: 111
Owner(s): CAROLINA REAL ESTATE	Lot Number: A	Lot Number:
HOLDING LLC	Deeded Acres:	Subdivision:
Previous Grantor: DECKER WILLIAM B	Deed Book/Page: <u>13373 / 151</u>	Jurisdiction: COUNTY
Sales Date: May 20, 2013	Plat Book/Page: <u>E11 / 8</u>	Dwelling Type: B
Sales Price: \$1		Unit Type: S
Fire Code: (FH-I) Flint Hill		Use Status: O
Tax District: Fort Mill - 4		ID Number: 130226
Municipal District:		Last Edit Date: 11/12/2015 2:58:38 PM

 % Taxes	 Political	 District
TaxMapID: 7140000035	Township: FORT MILL	Zoning:
Tax Billing Address: 15105 D JOHN J	Precinct Name: Baxter	Watershed ID: 03050103020
DELANEY DR CHARLOTTE, NC	Precinct Location: Philadelphia United	Watershed Name: Sugar Creek
Land Value: \$300,000	Methodist Church	Flood Zone: no
Building Value: \$1,277,960	York County Council District: 1	Building Inspector District: D-4
Total Market Value: \$1,638,601	York County Council Member: Tom Audette	City Jurisdiction: COUNTY
Total Tax Value: \$1,314,565		
Total Assessed Value: \$78,874		

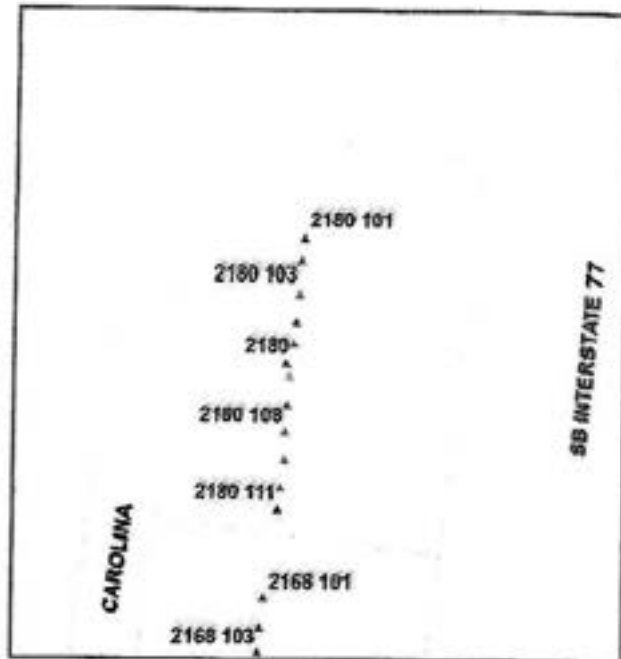
 Road/Utilities	 School
<u>Street</u>	School District: Fort Mill - 4
Owner: York County	
Maintenance: (803) 628-3200	<u>CURRENT SCHOOL YEAR:</u>
<u>Electric</u>	Elementary School: PLEASANT KNOLL ELEM
Provider: York Electric Cooperative	Middle School: PLEASANT KNOLL MIDD
Maintenance:	High School: NATION FORD HIGH
<u>Water</u>	
Provider:	

This report is provided by the GIS department of the York County Government, SC.

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Other

EPZ: B-2



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Report Date: 05/19/2022 12:03:11 | v:3.1.3

STATE OF SOUTH CAROLINA)
COUNTY OF YORK) **LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") by and between Carolina Real Estate Holdings, LLC, a North Carolina limited liability company, ("Landlord"), whose address is 15105-D John J. Delaney Drive, Suite 347, Charlotte, NC 28277-2741, or such other address as Landlord specifies in writing; and Beilin Electric LLC, ("Tenant"), whose address is 1974 Carolina Place Dr #108 Fort Mill, SC 29708

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

BACKGROUND STATEMENT

A. Landlord is the owner of the building located at 2180 Carolina Place Drive, Fort Mill, York County, South Carolina, (the "Building").

B. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Premises for the purposes and upon the terms and conditions hereinafter set forth.

PREMISES

1. Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property, including any improvements located thereon (hereinafter called the "Premises"), to wit: Suite 111, 2180 Carolina Place Drive, Fort Mill, SC 29715.

TERM AND CONSTRUCTION

2. (a) The term of this Lease shall commence on the date May 1, 2017 (the "Rent Commencement Date") and ends on April 30, 2020. All of the following conditions shall have been satisfied or waived by Tenant in writing:

2.1 Landlord has delivered actual possession and control of the Premises to Tenant;

2.2 Landlord has delivered a fully executed copy of this Lease to Tenant.

The first Lease Year Anniversary shall be the date twelve calendar months after the first day of the first full month immediately following the Rent Commencement Date and successive Lease Year Anniversaries shall be the date twelve calendar months from the previous Lease Year Anniversary. The lease shall terminate on the date which is the third Lease Year Anniversary (the "Initial Term"), unless sooner terminated pursuant to this Lease. Further, and so long as

this Lease has not been terminated and so long as Tenant is not then in default, Tenant shall have the right to renew the term of this Lease for one (1) successive period of three (3) years by providing written notice of its election to renew the term to Landlord one hundred eighty (180) days prior to the expiration of the then existing term of this Lease (as it may have been renewed). Rent for the additional three (3) period shall be \$3,200.00 per month, plus 3% per year.

(b) Tenant shall not permit any mechanic's, materialman's or similar lien to be filed against any portion of the Premises for any labor performed or material furnished in connection with any work performed or caused to be performed by Tenant, (and not relating to Landlord's failure to perform Landlord's obligations hereunder) to attach to the Premises or the Building or the interest of Landlord or Landlord's lessor, if any, therein or to Tenant's interest in this Lease or the Premises at any time. Tenant covenants and agrees to indemnify, defend and hold harmless Landlord from and against any such lien or claim of lien and any and all costs, expenses and liabilities relating thereto. If any such lien is filed, then Tenant shall fully pay or discharge the same or post a bond regarding such lien in accordance with applicable law and in a manner acceptable to Landlord within ten (10) days of receipt of written notice of the filing thereof. If Tenant fails to fully pay or discharge such lien or post a bond regarding such lien in accordance with applicable law and in a manner acceptable to Landlord within ten (10) days of receipt of written notice of the filing thereof, then Landlord shall have the immediate right (but not the obligation) to pay and/or discharge such lien at Tenant's cost and expense, and Tenant shall, within ten (10) days of written demand, pay all Landlord's costs and expenses incurred in paying or discharging such lien. Tenant's failure to fully pay or discharge said lien or post a bond within the time specified shall also constitute an immediate default under the Lease and Tenant may exercise its rights to terminate and pursue any other remedies available at law or in equity. Prior to the commencement of any improvements to the Premises, Tenant shall notify Landlord thereof so that Landlord may execute for Tenant, and Tenant may post in a conspicuous place upon the Premises, a notice of non-responsibility as contemplated by the South Carolina Code of Laws.

RENTAL.

3. Beginning on the "Rent Commencement Date," Tenant agrees to pay Landlord without notice, demand, deduction or set off, rent in monthly installments in advance on the first day of each calendar month as follows: \$3,000.00 per month during the first Lease Year; \$3,090.00 per month during the second Lease Year; and \$3,182.70 per month during the third Lease Year. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30-day month.

Tenant shall pay all rental to Landlord at the following address: Carolina Real Estate Holdings LLC, 15105-D John J. Delaney Dr., Suite 347, Charlotte, NC 28277.

LATE CHARGES

4. If Landlord fails to receive full rental payment within ten days after it becomes due. Tenant shall pay Landlord, as additional rental, a late charge equal to five percent (5.00%) of the overdue amount, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

SECURITY DEPOSIT

5. Upon the execution of this Lease, Tenant shall deposit with Landlord the sum of \$3,000.00 as a security deposit which shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. The security deposit does not represent payment of and Tenant shall not presume application of same as payment of the last monthly installment of rental due under this Lease. Landlord shall have no obligation to segregate or otherwise account for the security deposit except as provided in this paragraph 5. If any of the rental or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made by Landlord on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant upon demand shall restore the security deposit to the amount set forth above in this paragraph 5. In the event Tenant furnishes Landlord with proof that all utility bills and other bills of Tenant related to the Premises have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned to Tenant within sixty (60) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

UTILITY BILLS/SERVICE CONTRACTS

6. Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable Service Obligations prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information.

Landlord shall be responsible for: Landscaping and Pest Control.

Tenant shall be responsible for: Sewer/Septic, Water, Electric, Gas, Telephone, HVAC (excluding semiannual service), Security System, Fiber Optic, and interior janitorial and cleaning.

Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises, except to the extent that such damage or loss is caused by Landlord's gross negligence or willful misconduct. Landlord makes no representations or warranties with respect to the heating, ventilation and air conditioning system(s) or utility installations existing as of the date hereof or in the future. Subject to the provisions of this paragraph 6, Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rental because of the same.

RULES AND REGULATIONS

7. The rules and regulations, if any, attached hereto ("Rules and Regulations") are made a part of this Lease. Tenant agrees to comply with any Rules and Regulations of Landlord in connection with the Premises which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided such Rules and Regulations are in writing and are not in conflict with the terms and conditions of the Lease.

TAXES AND INSURANCE

8. Landlord shall pay all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises and shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises as Landlord in its reasonable discretion may deem appropriate. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon.

INSURANCE; WAIVER; INDEMNITY

9. (a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than \$1,000,000.00 combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages by customers or invitees of Tenant should Tenant choose to sell alcoholic beverages. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" Landlord, Landlord's Agent, all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord,

at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date.

(b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of South Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

(c) Except as otherwise provided in paragraph 10(b), Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. Except as otherwise provided in paragraph 10(b), Landlord indemnifies Tenant for damages proximately caused by the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors. The indemnity provisions in this paragraph 10 cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The indemnity obligations in this paragraph 10 shall survive the expiration or earlier termination of this Lease.

REPAIRS BY LANDLORD

10. Landlord agrees to keep in good repair the roof, foundation, structural supports and exterior walls of the buildings located on the Premises (exclusive of all glass and exclusive of all exterior doors) and, except as may be specifically allocated to Tenant in paragraph 12 herein, Landlord agrees to be responsible for capital repairs and replacements on the Premises; provided that Landlord shall not be responsible for repairs or capital repairs or replacements rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees or contractors. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair or replace and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions. Tenant agrees to pay, within thirty (30) days of receipt of an invoice detailing such increase, Tenant's Proportionate Share (18%) of any increase in the Common Area Maintenance over the Base Year of 2016. The term "Common Area Maintenance Expenses" shall mean and include the total cost and expense typically paid or incurred in operating and maintaining the Common Areas of property of this type, including but not limited to landscaping, parking lot repair, painting, lighting, insurance, removal of trash and payment for exterior lighting and water.

REPAIRS BY TENANT

11. (a) Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises, (except those repairs expressly required to be made by Landlord hereunder), specifically including but not limited to any building and other improvements located thereon, all light bulb and ballast replacements, plumbing fixtures and systems repairs within the Premises and water heater repairs. Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contractor as to any repairs in excess of \$3,000.00.

Landlord warrants to Tenant that all components of the building shall be in good first class condition and working order at the time Tenant first occupies the Premises. Landlord shall either assign to Tenant or enforce on Tenant's behalf, all warranties on the HVAC system and any other systems and equipment installed on or within the Premises.

Tenant, at its expense, shall maintain the heating, ventilation and air conditioning system(s) in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Provided that Tenant shall have obtained Landlord's prior written approval of the contractor and the repair or replacement expenses for heating, ventilation and air conditioning equipment, Tenant shall not be liable for more than \$ 200.00 (per occurrence) or \$600.00 (annually), and Landlord shall reimburse Tenant for the amount in excess of the stated amount upon the written request of Tenant.

(b) Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant, Tenant's employees, agents, invitees or contractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph 12.

ALTERATIONS

12. Other than Tenant's Initial Improvements, Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph 13 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Tenant shall have the right to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of the Lease and shall restore the Premises to its prior condition, all at Tenant's expense. Tenant may remove any of Tenant's machinery, equipment or trade fixtures. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the

removal of any such machinery, equipment or trade fixtures. It is Tenant's intention to have a third party install and own certain work station and divider equipment within the Premises. Landlord consents to this installation and waives any lien as to such third party property.

DESTRUCTION OF OR DAMAGE TO PREMISES

13. (a) If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

(b) If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease under paragraph 14(a) above, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the date upon which Landlord receives applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said two hundred seventy (270) day period, Tenant's sole remedy shall be to terminate this Lease.

(c) In the event of any casualty at the Premises during the last one (1) year of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within sixty (60) days after such occurrence.

(d) In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

(e) In the event of the termination of this Lease under any of the provisions of this paragraph 14, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

GOVERNMENTAL ORDERS

14. Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance,

regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises, (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. § 12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one (1) year's rent, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.

CONDEMNATION

15. (a) If the entire Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.

(b) If more than twenty-five percent (25%) of the floor area of any building of the Premises is taken, or if by reason of any taking, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the Permitted Use, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate the portion of the Premises taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said Premises have been or will be so taken. In the event of such termination, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

(c) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.

(d) If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Premises not taken and the parties shall proceed as follows: (i) at Landlord's cost and expense and as soon as reasonably possible, Landlord shall restore (or shall cause to be restored) the Premises remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (ii) the annual rent provided for in paragraph 3 and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any

partial taking of the Premises.

(c) Landlord shall be entitled to the entire condemnation award for any taking of the Premises or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this paragraph 16, provided Tenant's award does not reduce or affect Landlord's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

ASSIGNMENT AND SUBLETTING

16. Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

EVENTS OF DEFAULT

17. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental or any other monetary obligation as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

19. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant

damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on re-letting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

EXTERIOR SIGNS

19. Any and all signs placed on the Premises shall be in compliance with governmental rules and regulations governing such signs. Tenant shall provide the Landlord with the basic design of any exterior building sign proposed to be installed on the exterior of the building for approval, approval shall not be unreasonably withheld. Tenant may place additional signs and shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

LANDLORD'S ENTRY OF PREMISES

20. Landlord may advertise the Premises "For Rent" or "For Sale" 90 days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

QUIET ENJOYMENT

21. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

HOLDING OVER

22. If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the

monthly rental payable under Paragraph 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under Paragraph 3 above.

ENVIRONMENTAL LAWS

23. (a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria,

virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(c) The warranties and indemnities contained in this paragraph 24 shall survive the termination of this Lease.

SUBORDINATION; ATTORNMEN; ESTOPPEL

24. (a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent.

(b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or non-judicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord or Landlord's successor, execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any prepayment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

(c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

ABANDONMENT

25. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

MEDIATION

26. If any dispute relating to this lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue before a mediator. The decision of the mediator will be binding on the Parties. Any mediator must be a neutral party acceptable to both Parties. The cost of any mediation will be shared equally by the Parties.

NOTICES

27. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 3 hereof. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

GENERAL TERMS

28. (a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Paragraph 3, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sub lessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) Time is of the essence in this Lease.

(d) This Lease may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Lease may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included.

(e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Lease are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Lease.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

(g) If legal proceedings are instituted to enforce any provision of this Lease, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

LANDLORD

Carolina Real Estate Holdings, LLC

By: _____

Title: _____

Date: _____

TENANT

Bright Electric

By: CR Unwell

Title: Owner

Date: 4/17/17

CHARLES S. BRADFORD, P.A.

ATTORNEYS AT LAW

Attorney

Charles S. Bradford
Charles@csblawfirm.com

Associate Attorney

Steve D. Dluznieski
Steve@csblawfirm.com

Associate Attorney

Alexis M. Peddy
Alexis@csblawfirm.com

September 24, 2019

Brilin Electric, LLC
2180 Carolina Place Drive, Suite 111
Fort Mill, SC 29708

Via: Certified Mail, Return Receipt Requested

Brilin Electric, LLC
Attn: Bryon Russell, Registered Agent
2 Office Park Court, Suite 103
Columbia, SC 29223

Via: Certified Mail, Return Receipt Requested

Re: Commercial Lease Agreement with Carolina Real Estate Holdings, LLC
2180 Carolina Place Drive, Suite 111, Fort Mill, SC 29708
Termination of Commercial Lease Agreement and Demand for Money Damages
CSBPA File No.: 6470.00

Dear Sir or Madam:

Our law firm represents Carolina Real Estate Holdings, LLC (hereinafter "Carolina Real Estate Holdings") in the above-mentioned matter. Specifically, Brilin Electric, LLC (hereinafter "Brilin Electric") entered into a Lease Agreement with Carolina Real Estate Holdings on or about April 17, 2017, in which Carolina Real Estate Holdings agreed to lease Suite 111 of its building located at 2180 Carolina Place Drive in Fort Mill, South Carolina to Brilin Electric for a term of three (3) years (from May 1, 2017, through April 30, 2020) at a rental amount of \$3,000.00 per month for the first Lease Year, \$3,090.00 per month during the second Lease Year, and \$3,182.70 per month for the third Lease Year. A copy of Brilin Electric's Lease Agreement with Carolina Real Estate Holdings is attached to this letter as **Exhibit A** for your reference.

It is our understanding from speaking with our client, Carolina Real Estate Holdings, that several problems have recently arisen in the commercial landlord-tenant relationship between Carolina Real Estate Holdings and Brilin Electric in connection with the Lease Agreement. First and foremost, now that it is the third Lease Year of the Lease Agreement, Brilin Electric is responsible for paying \$3,182.70 per month in rent to Carolina Real Estate Holdings pursuant to the Lease Agreement. Our client has advised us that Brilin Electric only paid \$2,037.95 in rent for the month of August 2019, which leaves an unpaid rental amount of \$1,144.75 for the month of August 2019. Additionally, our client has brought to our attention that employees and/or agents of Brilin Electric caused damage to interior warehouse HVAC ductwork resulting from a forklift

Page 1 of 3

Carolina Real Estate Holdings, LLC v. Brilin Electric, LLC
Demand Letter to Brilin Electric, LLC

4 E. Liberty St. | P.O. Box 977 | York, SC 29745 | (P) 803.684.4888 | (F) 803.684.4488
www.csblawfirm.com

coming into contact with overhead HVAC ducts, which we estimate will cost Carolina Real Estate Holdings \$2,625.00 to repair. I am attaching a copy of the estimate related to this damaged HVAC ductwork to this letter as **Exhibit B** for your review and reference. Furthermore, Carolina Real Estate Holdings has relayed to us that employees and/or agents of Brilin Electric caused damage to an interior demising wall between Brilin Electric's leased space and the commercial space leased by Two Men And A Truck as a direct result of negligent forklift operation. Brilin Electric has apparently repaired the damage to the interior demising wall on Two Men And A Truck's side of the wall but not on Brilin Electric's side of the wall. The work to repair the damage to the interior demising wall on Brilin Electric's side of the wall is estimated to cost Carolina Real Estate Holdings \$1,800.00, and I am attaching a copy of the estimate related to this repair work to this letter as **Exhibit C** for your review and reference. Finally, it is our understanding from discussing this matter with our client that employees and/or agents of Brilin Electric caused damages to some new paving next to Brilin Electric's drive-in entrance of the warehouse by operating a forklift and/or other heavy machinery on the said paving. Carolina Real Estate Holdings estimates that it will cost approximately \$1,500.00 to repair the damaged paving, and I am attaching a copy of the estimate related to the paving repairs to this letter as **Exhibit D** for your review and reference.

Based upon and due to the foregoing, it is the position of Carolina Real Estate Holdings that Brilin Electric is in default of the above-mentioned Lease Agreement as a result of Brilin Electric's failure to pay the full rent amount due for the month of August 2019, and Carolina Real Estate Holdings is therefore sending this correspondence to Brilin Electric as written notice of termination of the Lease Agreement due to Brilin Electric's default. In particular, Paragraph #17 of the Lease Agreement (Events of Default) clearly and unequivocally states that the failure of Brilin Electric to pay rent or any other monetary obligation as provided for in the Lease Agreement constitutes a breach of the Lease Agreement on the part of Brilin Electric. Moreover, Paragraph #19 of the Lease Agreement (Remedies Upon Default) states that, upon the occurrence of default by Brilin Electric, our client has the authority and privilege to terminate the Lease Agreement by giving written notice to Brilin Electric (which our client is doing by way of this letter) and, upon such termination, shall be entitled to recover from Brilin Electric damages as may be permitted under applicable law and/or in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of the Lease. Additionally, Paragraph #28(g) of the Lease Agreement specifically allows Carolina Real Estate Holdings to seek an award of attorney's fees and costs against Brilin Electric in the event that litigation is necessary to enforce any provision of the Lease Agreement. As of today's date, Carolina Real Estate Holdings has incurred a total of \$750.00 in attorney's fees and costs through our office in connection with this matter, and Paragraph #28(g) of the Lease Agreement makes Brilin Electric directly responsible for the payment of our client's attorney's fees and costs.

At this juncture, we are sending this correspondence on behalf of Carolina Real Estate Holdings in an effort to resolve this matter without the need for expensive and time-consuming civil litigation. However, in the event that Brilin Electric is unwilling to settle this matter on our client's terms, we are fully prepared to file suit against Brilin Electric and to aggressively litigate this matter on behalf of Carolina Real Estate Holdings through to a resolution in court. Carolina Real Estate Holdings hereby offers this letter as written notice of its termination of the Lease Agreement and, consequently, demands that Brilin Electric promptly vacate the leased premises. Additionally, our client demands that Brilin Electric expeditiously pay the outstanding balance owed for rent for the month of August 2019 pursuant to the Lease Agreement, as well as for the damages to the leased premises and our client's attorney's fees and costs discussed herein above,

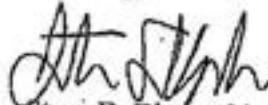
for a total amount of \$7,819.75. We believe that thirty (30) days from the date of this letter is ample time for Brilin Electric to both vacate the above-referenced leased premises as well as pay the \$7,819.75 that Carolina Real Estate Holdings is requesting. If this timeframe is not feasible for Brilin Electric to vacate the leased premises and pay the full amount of money damages requested herein, please contact our office and let me know a more reasonable timeframe for Brilin Electric to perform. If Brilin Electric fails to vacate the above-referenced leased premises and pay the \$7,819.75 in money damages discussed herein by 5:00 P.M. (Eastern Standard Time) on Thursday, October 24, 2019, or if we do not hear from Brilin Electric regarding a more reasonable time period to perform that is acceptable to our client, we will consider Brilin Electric's silence as a representation that it is unwilling to resolve this matter in an amicable manner and outside of court. In such event, we will proceed with filing suit against Brilin Electric seeking an ejectment of Brilin Electric from the leased premises as well as a civil judgment against Brilin Electric for the money damages set forth herein above. Although our client's attorney's fees and costs are relatively low at this point, they will increase significantly if litigation in this matter becomes necessary. In that event, we will seek an award against Brilin Electric for the full amount that Carolina Real Estate Holdings is required to pay in attorney's fees and costs in connection with this matter, as is expressly permitted and authorized by Paragraph #28(g) of the Lease Agreement. It also warrants mention that *under no circumstances whatsoever is Brilin Electric to attempt any repairs of the damages discussed herein; rather, our client will make the necessary repairs using its chosen contractor(s) once Brilin Electric vacates the leased premises.*

Additionally, *Brilin Electric as well as its agents, employees, and representatives are hereby directed to immediately cease and desist from operating any forklifts and/or other heavy machinery in the parking lot outside the warehouse area due to the damage that this activity has already caused thereto. If Brilin Electric disregards this directive and operates forklifts and/or other heavy machinery in the parking lot area notwithstanding this demand, Carolina Real Estate Holdings will proceed with filing suit against Brilin Electric in this matter immediately.* Our client will permit Brilin Electric to use the two dock doors at the rear of the leased space for loading and/or offloading trucks/ deliveries; however, the parking lot outside the warehouse area may only be used for walking and hand truck use. If this arrangement is not feasible for Brilin Electric, please let me know immediately so that I can discuss a reasonable alternative with Carolina Real Estate Holdings.

Thank you for your prompt attention to these matters. If you have any questions about the content of this correspondence or wish to engage counsel in connection with this matter, please contact me by reply or ask your legal counsel to contact me. Since our office now represents Carolina Real Estate Holdings in connection with this matter, please direct all communication and correspondence related to this matter to our office and not to Carolina Real Estate Holdings.

With Kind Regards, I am

Sincerely,


Steve D. Dluznieski

SDD/
Enclosures as indicated

EXHIBIT A

STATE OF SOUTH CAROLINA)
COUNTY OF YORK) **LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") by and between Carolina Real Estate Holdings, LLC, a North Carolina limited liability company, ("Landlord"), whose address is 15105-D John J. Delaney Drive, Suite 347, Charlotte, NC 28277-2741, or such other address as Landlord specifies in writing; and Beslin Electric LLC, ("Tenant"), whose address is 1974 Carolina Place Dr #108 Fort Mill, SC 29708

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

BACKGROUND STATEMENT

A. Landlord is the owner of the building located at 2180 Carolina Place Drive, Fort Mill, York County, South Carolina, (the "Building").

B. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Premises for the purposes and upon the terms and conditions hereinafter set forth.

PREMISES

1. Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property, including any improvements located thereon (hereinafter called the "Premises"), to wit: Suite 111, 2180 Carolina Place Drive, Fort Mill, SC 29715.

TERM AND CONSTRUCTION

2. (a) The term of this Lease shall commence on the date May 1, 2017, (the "Rent Commencement Date") and ends on April 30, 2020. All of the following conditions shall have been satisfied or waived by Tenant in writing:

2.1 Landlord has delivered actual possession and control of the Premises to Tenant;

2.2 Landlord has delivered a fully executed copy of this Lease to Tenant.

The first Lease Year Anniversary shall be the date twelve calendar months after the first day of the first full month immediately following the Rent Commencement Date and successive Lease Year Anniversaries shall be the date twelve calendar months from the previous Lease Year Anniversary. The lease shall terminate on the date which is the third Lease Year Anniversary (the "Initial Term"), unless sooner terminated pursuant to this Lease. Further, and so long as

this Lease has not been terminated and so long as Tenant is not then in default, Tenant shall have the right to renew the term of this Lease for one (1) successive period of three (3) years by providing written notice of its election to renew the term to Landlord one hundred eighty (180) days prior to the expiration of the then existing term of this Lease (as it may have been renewed). Rent for the additional three (3) period shall be \$3,200.00 per month, plus 3% per year.

(b) Tenant shall not permit any mechanic's, materialman's or similar lien to be filed against any portion of the Premises for any labor performed or material furnished in connection with any work performed or caused to be performed by Tenant, (and not relating to Landlord's failure to perform Landlord's obligations hereunder) to attach to the Premises or the Building or the interest of Landlord or Landlord's lessor, if any, therein or to Tenant's interest in this Lease or the Premises at any time. Tenant covenants and agrees to indemnify, defend and hold harmless Landlord from and against any such lien or claim of lien and any and all costs, expenses and liabilities relating thereto. If any such lien is filed, then Tenant shall fully pay or discharge the same or post a bond regarding such lien in accordance with applicable law and in a manner acceptable to Landlord within ten (10) days of receipt of written notice of the filing thereof. If Tenant fails to fully pay or discharge such lien or post a bond regarding such lien in accordance with applicable law and in a manner acceptable to Landlord within ten (10) days of receipt of written notice of the filing thereof, then Landlord shall have the immediate right (but not the obligation) to pay and/or discharge such lien at Tenant's cost and expense, and Tenant shall, within ten (10) days of written demand, pay all Landlord's costs and expenses incurred in paying or discharging such lien. Tenant's failure to fully pay or discharge said lien or post a bond within the time specified shall also constitute an immediate default under the Lease and Tenant may exercise its rights to terminate and pursue any other remedies available at law or in equity. Prior to the commencement of any improvements to the Premises, Tenant shall notify Landlord thereof so that Landlord may execute for Tenant, and Tenant may post in a conspicuous place upon the Premises, a notice of non-responsibility as contemplated by the South Carolina Code of Laws.

RENTAL

3. Beginning on the "Rent Commencement Date," Tenant agrees to pay Landlord without notice, demand, deduction or set off, rent in monthly installments in advance on the first day of each calendar month as follows: \$3,000.00 per month during the first Lease Year; \$3,090.00 per month during the second Lease Year; and \$3,182.70 per month during the third Lease Year. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30-day month.

Tenant shall pay all rental to Landlord at the following address: Carolina Real Estate Holdings LLC, 15105-D John J. Delaney Dr., Suite 347, Charlotte, NC 28277.

LATE CHARGES

4. If Landlord fails to receive full rental payment within ten days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to five percent (5.00%) of the overdue amount, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

SECURITY DEPOSIT

5. Upon the execution of this Lease, Tenant shall deposit with Landlord the sum of \$3,000.00 as a security deposit which shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. The security deposit does not represent payment of and Tenant shall not presume application of same as payment of the last monthly installment of rental due under this Lease. Landlord shall have no obligation to segregate or otherwise account for the security deposit except as provided in this paragraph 5. If any of the rental or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made by Landlord on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant upon demand shall restore the security deposit to the amount set forth above in this paragraph 5. In the event Tenant furnishes Landlord with proof that all utility bills and other bills of Tenant related to the Premises have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned to Tenant within sixty (60) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

UTILITY BILLS/SERVICE CONTRACTS

6. Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable Service Obligations prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information.

Landlord shall be responsible for: Landscaping and Pest Control.

Tenant shall be responsible for: Sewer/Septic, Water, Electric, Gas, Telephone, HVAC (excluding semiannual service), Security System, Fiber Optic, and interior janitorial and cleaning.

Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises, except to the extent that such damage or loss is caused by Landlord's gross negligence or willful misconduct. Landlord makes no representations or warranties with respect to the heating, ventilation and air conditioning system(s) or utility installations existing as of the date hereof or in the future. Subject to the provisions of this paragraph 6, Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rental because of the same.

RULES AND REGULATIONS

7. The rules and regulations, if any, attached hereto ("Rules and Regulations") are made a part of this Lease. Tenant agrees to comply with any Rules and Regulations of Landlord in connection with the Premises which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided such Rules and Regulations are in writing and are not in conflict with the terms and conditions of the Lease.

TAXES AND INSURANCE

8. Landlord shall pay all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises and shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises as Landlord in its reasonable discretion may deem appropriate. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon.

INSURANCE; WAIVER; INDEMNITY

9. (a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than \$1,000,000.00 combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages by customers or invitees of Tenant should Tenant choose to sell alcoholic beverages. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" Landlord, Landlord's Agent, all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord,

at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date.

(b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of South Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

(c) Except as otherwise provided in paragraph 10(b), Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. Except as otherwise provided in paragraph 10(b), Landlord indemnifies Tenant for damages proximately caused by the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors. The indemnity provisions in this paragraph 10 cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The indemnity obligations in this paragraph 10 shall survive the expiration or earlier termination of this Lease.

REPAIRS BY LANDLORD

10. Landlord agrees to keep in good repair the roof, foundation, structural supports and exterior walls of the buildings located on the Premises (exclusive of all glass and exclusive of all exterior doors) and, except as may be specifically allocated to Tenant in paragraph 12 herein, Landlord agrees to be responsible for capital repairs and replacements on the Premises; provided that Landlord shall not be responsible for repairs or capital repairs or replacements rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees or contractors. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair or replace and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions. Tenant agrees to pay, within thirty (30) days of receipt of an invoice detailing such increase, Tenant's Proportionate Share (18%) of any increase in the Common Area Maintenance over the Base Year of 2016. The term "Common Area Maintenance Expenses" shall mean and include the total cost and expense typically paid or incurred in operating and maintaining the Common Areas of property of this type, including but not limited to landscaping, parking lot repair, painting, lighting, insurance, removal of trash and payment for exterior lighting and water.

REPAIRS BY TENANT

11. (a) Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises, (except those repairs expressly required to be made by Landlord hereunder), specifically including but not limited to any building and other improvements located thereon, all light bulb and ballast replacements, plumbing fixtures and systems repairs within the Premises and water heater repairs. Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contractor as to any repairs in excess of \$3,000.00.

Landlord warrants to Tenant that all components of the building shall be in good first class condition and working order at the time Tenant first occupies the Premises. Landlord shall either assign to Tenant or enforce on Tenant's behalf, all warranties on the HVAC system and any other systems and equipment installed on or within the Premises.

Tenant, at its expense, shall maintain the heating, ventilation and air conditioning system(s) in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Provided that Tenant shall have obtained Landlord's prior written approval of the contractor and the repair or replacement expenses for heating, ventilation and air conditioning equipment, Tenant shall not be liable for more than \$ 200.00 (per occurrence) or \$600.00 (annually), and Landlord shall reimburse Tenant for the amount in excess of the stated amount upon the written request of Tenant.

(b) Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant. Tenant's employees, agents, invitees or contractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph 12.

ALTERATIONS

12. Other than Tenant's Initial Improvements, Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph 13 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Tenant shall have the right to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of the Lease and shall restore the Premises to its prior condition, all at Tenant's expense. Tenant may remove any of Tenant's machinery, equipment or trade fixtures. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the

removal of any such machinery, equipment or trade fixtures. It is Tenant's intention to have a third party install and own certain work station and divider equipment within the Premises. Landlord consents to this installation and waives any lien as to such third party property.

DESTRUCTION OF OR DAMAGE TO PREMISES

13. (a) If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

(b) If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease under paragraph 14(a) above, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed

two hundred seventy (270) days from the date upon which Landlord receives applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said two hundred seventy (270) day period, Tenant's sole remedy shall be to terminate this Lease.

(c) In the event of any casualty at the Premises during the last one (1) year of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within sixty (60) days after such occurrence.

(d) In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

(e) In the event of the termination of this Lease under any of the provisions of this paragraph 14, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

GOVERNMENTAL ORDERS

14. Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance,

regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises, (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. § 12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one (1) year's rent, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.

CONDEMNATION

15. (a) If the entire Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.

(b) If more than twenty-five percent (25%) of the floor area of any building of the Premises is taken, or if by reason of any taking, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the Permitted Use, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate the portion of the Premises taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said Premises have been or will be so taken. In the event of such termination, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

(c) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.

(d) If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Premises not taken and the parties shall proceed as follows: (i) at Landlord's cost and expense and as soon as reasonably possible, Landlord shall restore (or shall cause to be restored) the Premises remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (ii) the annual rent provided for in paragraph 3 and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any

partial taking of the Premises.

(c) Landlord shall be entitled to the entire condemnation award for any taking of the Premises or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this paragraph 16, provided Tenant's award does not reduce or affect Landlord's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

ASSIGNMENT AND SUBLETTING

16. Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

EVENTS OF DEFAULT

17. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental or any other monetary obligation as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

19. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant

damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on re-letting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

EXTERIOR SIGNS

19. Any and all signs placed on the Premises shall be in compliance with governmental rules and regulations governing such signs. Tenant shall provide the Landlord with the basic design of any exterior building sign proposed to be installed on the exterior of the building for approval, approval shall not be unreasonably withheld. Tenant may place additional signs and shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

LANDLORD'S ENTRY OF PREMISES

20. Landlord may advertise the Premises "For Rent" or "For Sale" 90 days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

QUIET ENJOYMENT

21. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

HOLDING OVER

22. If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the

monthly rental payable under Paragraph 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under Paragraph 3 above.

ENVIRONMENTAL LAWS

23. (a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria,

virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(c) The warranties and indemnities contained in this paragraph 24 shall survive the termination of this Lease.

SUBORDINATION; ATTORNMEN; ESTOPPEL

24. (a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent.

(b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or non-judicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord or Landlord's successor, execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any prepayment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

(c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

ABANDONMENT

25. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

MEDIATION

26. If any dispute relating to this lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue before a mediator. The decision of the mediator will be binding on the Parties. Any mediator must be a neutral party acceptable to both Parties. The cost of any mediation will be shared equally by the Parties.

NOTICES

27. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 3 hereof. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

GENERAL TERMS

28. (a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Paragraph 3, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sub lessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) Time is of the essence in this Lease.

(d) This Lease may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Lease may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included.

(e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Lease are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Lease.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

(g) If legal proceedings are instituted to enforce any provision of this Lease, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

LANDLORD

Carolina Real Estate Holdings, LLC

By: _____

Title: _____

Date: _____

TENANT

Brilin Electric

By: CRussell

Title: owner

Date: 4/17/17



CERTIFICATE OF LIABILITY INSURANCE

BRILELE-01

JCLARK

DATE (mm/dd/yyyy)
04/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lowry, Cope & Little
14046 Ballantyne Corporate Place
Suite 375
Charlotte, NC 28277

CONTACT
PHONE (800) 406-5968 FAX (704) 943-0592
EMAIL customerservice@acord.com

INSURED
Brile Electric LLC
1974 Carolina Place Dr.
Suite 103
Port Mill, SC 29760-6924

INSURER AFFORDING COVERAGE
INSURER A: Selective Ins Co of America 12572
INSURER B: Accident Fund Ins Co of Amer 10186
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ACORD FORM NO.	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIRATION DATE	LIMITS
A ☒ COMMERCIAL GENERAL LIABILITY					
CLAIMS-MADE ☒ OCCUR		S2254017	02/01/2017	02/01/2018	
					BACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (per occurrence) \$ 500,000
					MED EXP (per person) \$ 15,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS-COMP/OP AGG \$ 2,000,000
					COMBINED SINGLE LIMIT (per accident) \$ 1,000,000
					BODILY INJURY (per person) \$
					BODILY INJURY (per accident) \$
					PROPERTY DAMAGE (per person) \$
					BACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
B WORKERS COMPENSATION AND EMPLOYERS LIABILITY					
ANY PROPRIETARY/INVENTIVE OPERATIONS EXCLUDED (indemnity in lieu)		WCVS139871	02/01/2017	02/01/2018	
					EL EACH ACCIDENT \$ 500,000
					EL DISEASE - SA EMPLOYEES \$ 500,000
					EL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Details Schedule, may be attached if space is required)
Rt: 2189 Carolina Place Drive, Suite 111 Port Mill SC 29768-6924. Carolina Real Estate Holdings LLC is hereby an Additional Insured with regards to the General Liability per written contract.

CERTIFICATE HOLDER

Carolina Real Estate Holdings LLC

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 26 (2016/03)

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ROA00911

Carolina Real Estate Holdings, LLC

15105-D John J. Delaney Dr.

Suite 347

Charlotte, NC 28277

Invoice

Date	Invoice #
5/2/2018	460

Bill To
Bulla Electric LLC 1974 Carolina Place Drive Suite 108 Port Mill, SC 29708

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	Cost to repair damaged ductwork in warehouse caused by fork lift hitting overhead HVAC ducts.	2,625.00	2,625.00
		Total	\$2,625.00



MTB Mechanical, Inc.
1201 Industrial Dr.
Matthews, NC 28105
704 321 9250

NC 7077 SC 105915

QUOTE

DATE

12/28/2018

INVOICE #

0000350440

CUSTOMER #

0039772

BILL TO:

CAROLINA REAL ESTATE HOLDINGS, LLC
15105-D JOHN J DELANEY DR
UNIT 347
CHARLOTTE NC 28277

SHIP TO:

CAROLINA REAL ESTATE HOLDINGS
2180 CAROLINA PLACE DR.
FORT MILL SC 29708

P.O. NUMBER		TERMS		SALES PERSON	
		COD			
	DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT	
MISC	REPAIR AND / OR REPLACE DAMAGED DUCTWORK ABOVE FINISHED FLOOR BUT BELOW CEILING, PRICE INCLUDES SISSOR LIFT RENTAL TO MAKE REPAIRS	1.00	2,625.00	2,625.00	
TOTAL				\$2,625.00	

Carolina Real Estate Holdings, LLC

15105-D John J. Delaney Dr.

Suite 347

Charlotte, NC 28277

Invoice

Date	Invoice #
9/12/2019	639

Bill To
Brill Electric LLC 1974 Carolina Place Drive Suite 108 Fort Mill, SC 29708

P.O. No.		Terms	Project
		Due on receipt	
Quantity	Description	Rate	Amount
	Labor and materials to repair damaged to the wall between Brill Electric and Two Men and a Truck caused by your careless forklift operator.	1,800.00	1,800.00
		Total	\$1,800.00



Countywide Commercial

Charlotte's Pavement Solutions Company

September 18, 2019

Wayne Schulte
Carolina Real Estate Holdings, LLC
Goose Creek, SC
wayne@deckernational.com

The cost of the repair that you ask about is \$1,500.00 per what I saw in the pictures that were forwarded to me. This cost is subject to change once we get on site to make the repairs if the work is more extensive.

Regards,

Satwinder Singh

AsphaltCharlotte.Com
3514 Robinson Cir, Charlotte, NC 28206
Mailing address: 2033 Seefin Ct. Indian Trall, NC 28079
Tel: 704-344-8485 Fax: 704-296-2579

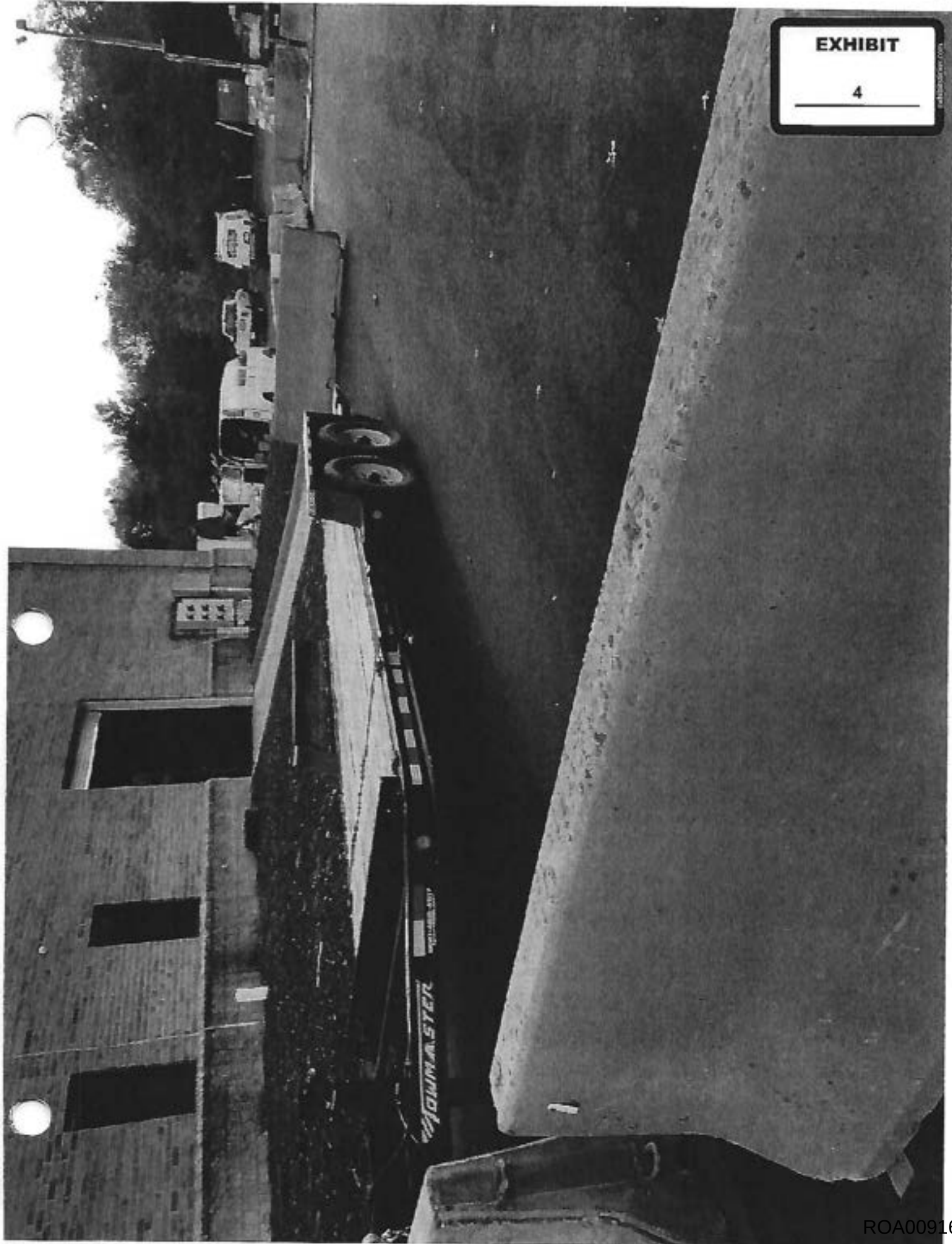
PICTURES, PROJECT EXCLUSIONS & CLARIFICATIONS ON FOLLOWING PAGEs

1 | Page

ROA00915

EXHIBIT

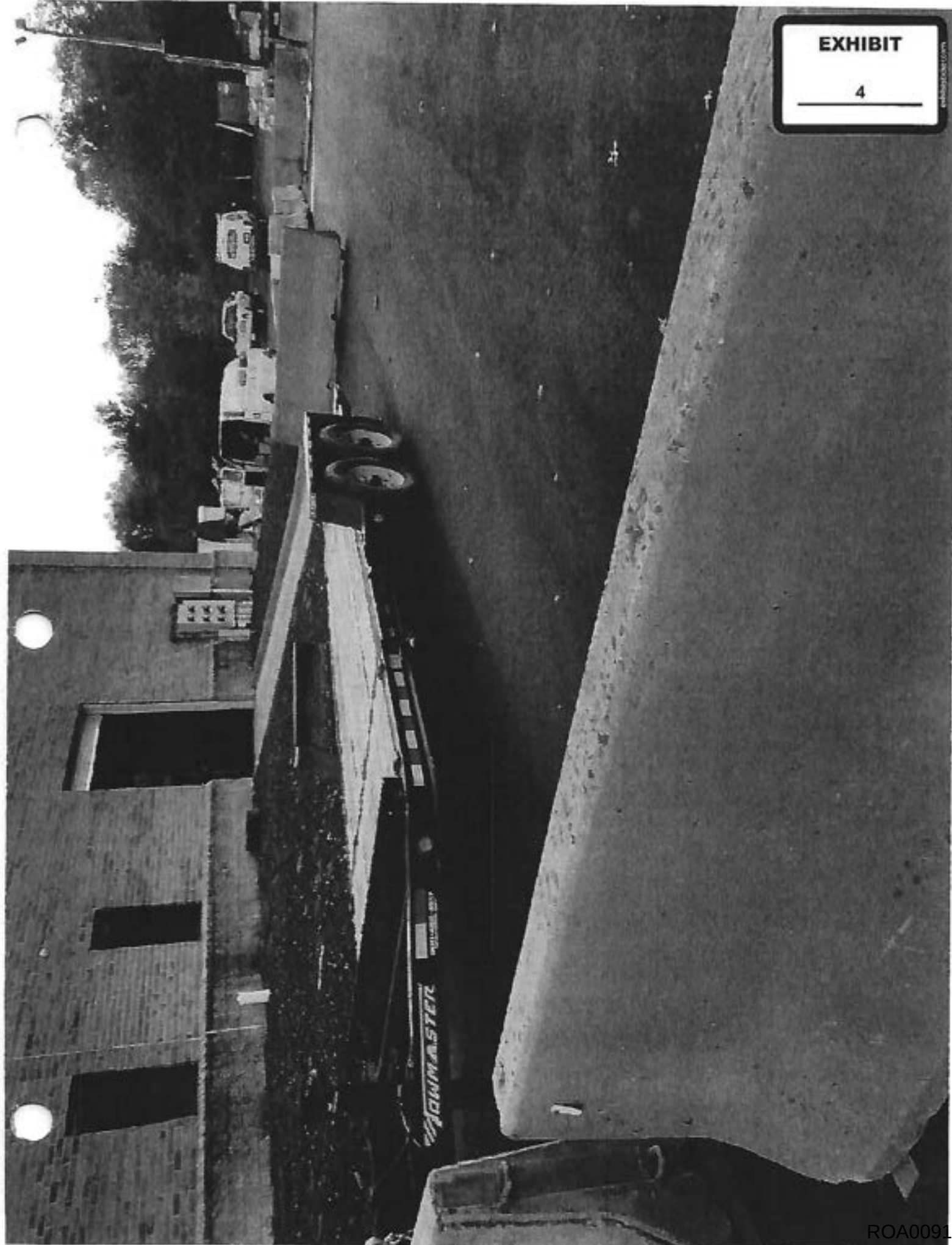
4



ROA00916

EXHIBIT

4



ROA00917

EXHIBIT

5



ROA00918



Countywide Commercial

Charlotte's Pavement Solutions Company

PROPOSAL & CONTRACT

EXHIBIT

6

February 11, 2020

Proposal # I200056

Wayne Schulte
Carolina Real Estate Holdings, LLC
Goose Creek, SC
wayne@deckernational.com 704-634-3048

Thank you for providing us an opportunity to provide a quote for your project. Countywide Commercial Inc. is pleased to submit the following proposal. We would like to bring to your attention the following facts about Countywide Commercial.

1. Over twenty years of experience, and an A+ rated BBB company
2. A vast customer base of Property Management Companies, Hotels, Apartments, Churches, Shopping Centers, Offices and other Commercial Complexes in Charlotte and surrounding areas
3. Your One Stop Shop for all Asphalt and Concrete needs
4. We are certified (NC DOT) DBE/MBE.
5. North Carolina General Contractor License # 73570 Highway

Scope of work: Decker Building

Asphalt Repair 1028 SF as discussed (Includes adding stone to damaged areas) to make sure its 6" deep

- Lay out and mark all areas of repair. Saw cut, excavate and grade areas of repair.
- Remove debris to offsite location for recycling.
- Compact existing sub grade to achieve maximum density.
- Tack coat all vertical edges using CRS-2 emulsion.
- Install 3 inch surface course with hot mix asphalt.
- Compact and roll to smooth finish.

Grand Total \$5,950.00

PROJECT EXCLUSIONS & CLARIFICATIONS

PICTURES, PROJECT EXCLUSIONS & CLARIFICATIONS ON FOLLOWING PAGES

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ROA00919

1. Countywide Commercial Incorporated will be referred to as CCI, and Seller, on this and the following pages
2. CCI will not be held responsible for damage caused from our vehicles to property and asphalt due to falling conditions we have to pass over to perform above repairs
3. Excludes, Civil, Architectural or Structural Engineering, drawings and/or design or plan certifications.
4. Excludes, licensed survey layout, and/or any as-built drawings, plan mark-ups or revisions.
5. Excludes, approvals, permit applications & permit fees unless specifically included in this Proposal and Contract.
6. Excludes, inspection, testing cost & associated fees.
7. Excludes, Uniformed Traffic Control Officers and Police Support Vehicles, unless specifically included in this Proposal and Contract.
8. Excludes, overtime & premium time due to project acceleration, or delays caused by inclement weather, acts of nature, owner or owners, subcontractor delays, calendar holiday infringement and/or in project schedule.
9. Excludes, rock or sub-surface structure breaking, blasting, excavation, or removal, unless included in this Proposal and Contract.
10. Excludes, demolition, unless specifically included in this Proposal and Contract.
11. Excludes, disposal of hazardous or contaminated material, unless specifically included in this Proposal and Contract.
12. Excludes, all well point dewatering, or project surface or sub-surface dewatering beyond the practical use of a 3" centrifugal, trash or diaphragm pump, unless specifically included in this Proposal and Contract.
13. Excludes, site sweeping mechanical or manual, onsite or offsite, due to vehicular or equipment tracking during delivery, entry, onsite operation or leaving the construction site. Onsite and offsite roadway, parking lot or property sweeping shall be the responsibility of the Customer/Purchaser unless specifically included in this Proposal and Contract.
14. Unless specified herein, sub-grade soil conditions are considered to be suitable, and therefore usable. If during any course of the contract, or approved change order or authorized extra work, the sub-grade or sub-base material develops soft or yielding areas due to wet or unsuitable material conditions, then corrective measures such as; excavation, remediation, stabilization or replacement of material, backfill, compaction or removal of material from site of unsuitable soil conditions are specifically excluded, and shall be considered to be an additional cost to be borne by the Customer/Purchaser. See #17 below
15. Asphalt found to be thicker than stated replacement depths will create the need for a change order to absorb the additional costs
16. Concrete found to be thicker than stated replacement depths will create the need for a change order to absorb additional costs as well
17. Change orders that need approval before continuation of work, that halts work, will possibly create a need for additional charges applied.
18. Inclement weather and/or any other acts of nature that could affect the suitability of the onsite materials, in-place or stockpiled shall not be the responsibility of CCI, the Customer/Purchaser of this Proposal and Contract shall bear the cost for replacement of said materials.
19. Paving is to be performed in one mobilization unless stated otherwise, or CCI chooses to mobilize more than once for their convenience.
20. Asphalt takes time to cure. Tire tracks will occur from time to time and it is normal. Next tire track usually levels the area out.
21. Parking on new asphalt will leave tire indentions so it is advised to not do so for as long as possible.
22. Seal coating large areas of new asphalt will not be done until at least 30 days. If the Customer/Purchaser insists on doing so, CCI will not be held responsible for sealer not adhering due to the amount of oils in new asphalt.
23. Asphalt placed either new construction or an overlay that isn't edged by concrete will break at edges due to not being supported.
24. Edges of overlaid areas will tend to crack if overlay extends past existing asphalt, this is also normal.
25. If there are small quantities of concrete on the asphalt due to curb/and or sidewalk replacement/ and if quality of the concrete work is 110% as usual, you may have some concrete stains on the asphalt as a product of forward progress.
26. Unless otherwise stated, our concrete is plant mixed, not from bags, as other contractors may base lower prices on
27. Unless otherwise stated, asphalt depths mentioned in above scope are before compaction.
28. CCI will not be responsible for water ponding on paving projects where less than 1.5% positive drainage can be achieved based on the existing grades and relief points. Our paving is also only as flat as the base, and if it's prepared by others we cannot be responsible for the outcome if it is less than perfect
29. Paving performed during inclement weather conditions can cause esthetic and structural asphalt imperfections. Cold, frost, rain, winds, snow and moisture can all cause imperfections and defects. Paving performed under these conditions will be done so, at the Customer/Purchasers request and responsibility only. Any corrective repair work due to paving in these conditions will be performed solely at the Customer/Purchasers expense.
30. Seal coating when temperatures are below 50°F and rising, may have undesired effects on color and durability of seal coat. If, at the request of the Customer/Purchaser, this is performed, CCI will not be held responsible for the undesired outcome. Usually variations in color will eventually blend in. In the event we have to return in warmer weather the Customer/Purchaser will bear the full expense.
31. Tire scuffs in sealer are normal for the first couple weeks until product cures. This is normal and will all blend in after a month or so.
32. If during seal coating or any repairs above, a tow truck isn't on standby, to remove unwanted vehicles at the Customer/Purchasers expense, and we have to remobilize to complete the project, Customer/Purchaser will bear the full expense of this additional mobilization. This includes any items that may have to be moved, dumpsters etc.
33. All paving prices listed in this proposal and contract are based on the current NCDOT/SCDOT Asphaltic Cement and Fuel Price Index at the date of this proposal and contract. Should the index increase prior to, or during any paving operations, the additional increase to the Customer/Purchaser will be billed at a rate of \$0.25 per ton installed for every \$1.00 increase in the NCDOT Asphaltic Cement and Fuel Price Index. No credits will be given for reductions in the index unless our suppliers extend an equal and respective credit.
34. All prices are based on current fuel prices. Substantial changes in fuel prices will affect above pricing. This has rarely occurred.
35. Prices shown are based on package, if it applies. Individually they may be higher. Example: If we are contracted to crack fill without seal coating, crack filling will usually cost more
36. All utilities both public and private to be located prior to work beginning, CCI will not be held liable for unmarked items
37. CCI will not be held liable for surrounding turf/landscape, concrete or asphalt damaged due to scope above or weight of equipment
38. Price includes labor and material. CCI will provide a 1-year warranty (Except normal wear)
39. General Liability/Worker Compensation Certificate of Insurance is available upon request

Understanding and Acceptance of Above Exclusions & Clarifications

Initial Above

TERMS, CONDITIONS, DATES AND ACCEPTANCE ON FOLLOWING PAGES

TERMS AND CONDITIONS PAGE

CONTRACT TERMS & CONDITIONS

1. This Proposal and Contract becomes effective as a contract, after the Customer/Purchaser, and the Seller have both executed its acceptance. Conditions which are not incorporated in this contract will not be recognized unless made in writing and approved by both the Customer/Purchaser and the Seller's signature. No modification or transfer of this contract after its acceptance shall be binding upon the Seller, unless made in writing and signed by the Seller or by one of the Sellers Officers.
2. This proposal may be withdrawn pending the results of a credit investigation, or it may be necessary to post a bond or establish an escrow account with sufficient funds, and a guarantee of payment upon completion of our work, or established contract payment terms as detailed above.
3. Quantities stated above are approximate only. Payment will be based on actual field measurements. A reduction in quantities may result in an increase in unit prices.
4. Prices listed in this proposal and contract shall be valid for 30 days.
5. Prices do include sales tax. (if applicable)
6. Invoices will be rendered as detailed above, or monthly whichever comes first. Payments not received within 30 days of invoice date will be subject to a 1 1/2% monthly and 18% annual interest charge, which will be added to monthly statements. Full payment for principal and interest is personally guaranteed by the individual signatory purchaser of this contract, as well as the company they represent.
7. Withholding of retainage on invoiced work will constitute a breach of contract unless retainage is specifically detailed in the payment terms listed above.
8. Final payment in full is required within 7 days net of contract completion invoice, unless detailed earlier above. Payments not received within 30 days of invoice date will be subject to a 1 1/2% monthly and 18% annual interest charge, which will be added to monthly statements. Again, full payment for principal and interest is personally guaranteed by the individual signatory Customer/Purchaser of this contract, as well as the company they represent.
9. In the event of non, or late payment by the Customer/Purchaser, the contract shall be considered breached by the Customer/Purchaser, and any and all legal means will be pursued to the fullest extent of NC law to recover any uncollected funds, additionally the signatory of this Proposal and Contract agrees that by signing and authorizing this contract accept that they will be responsible for and reimburse any legal, or collection agency fees incurred by the Seller, as per NC GS 44A-35.

Understanding and Acceptance of Above Contract Terms & Conditions _____
Initial Above

ESTIMATED CONTRACT WORK DATES AND DURATION

Contract Start Date: _____ Purchaser Initials _____ CCI Initials _____
Contract Duration: _____ Purchaser Initials _____ CCI Initials _____
Contract Completion Date: _____ (Weather Permitting) Purchaser Initials _____ CCI Initials _____

CONTRACT ACCEPTANCE ON FOLLOWING PAGE
CONTRACT ACCEPTANCE PAGE





B. Philemon L.L.C.
1605 Clontz Long Rd.
Monroe, NC 28110 US
(704)622-5564
bphilemonllc@live.com

EXHIBIT

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ADDRESS

Decker Inspections & Contracting
15105-D John J. Delaney Dr.
Suite 347
Charlotte, NC 28277

Estimate 1711

DATE 02/20/2020

EXPIRATION DATE 03/20/2020

ACTIVITY

AMOUNT

2180 Carolina Place, Fort Mill, SC 29715 - Brillin Electric

Per request, I visited the building listed above to view some damaged brick. It seems that the brick wall was struck from the inside causing a few brick at the top right corner of the overhead door to crack and to be displaced toward the outside with a some pieces falling off. I was unable to access the inside for further inspection.

Services

1,250.00

Labor and materials for repair based upon outside only inspection . This includes scaffolding to reach the top of the door opening, acquiring brick to match existing as close as possible, removing the broken brick and installing new brick.

Services

350.00

A follow up trip may be necessary to clean or color the repair to match the existing wall more closely.

Please sign estimate and attached notes pages and email to
Bphilemonllc@live.com

TOTAL

\$1,600.00

Accepted By

Accepted Date

ROA00924

To: Decker National "COD"
 15105-D John J. Delaney Dr
 Suite 347
 Charlotte, NC 28277

Attn: Wayne Schulte

Phone: 704-634-3048

Fax:

Email:

Issued: Thursday, March 5, 2020

Expiration: Saturday, April 4, 2020

Sales Contact: Joshua Montoya

Direct: Cell: 704-691-9288

Email: joshua.montoya@overheaddoorofcharlotte.com

Reference: (2) Series 600 Rolling Steel Doors

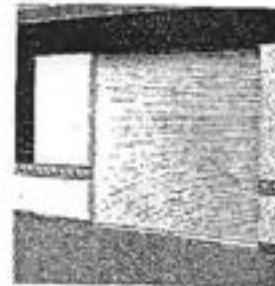
Qty	Description	Price	Total
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Overhead Door to Replace Existing Coiling Doors

This is a "turn-key" quote to replace (2) existing coiling doors. That means we do it all. We provide the materials, we bring the equipment; all you have to do is let us in.

2 Overhead Door- Model 600 Coll-Away Rolling Steel Service Door

- Reliable and durable door for medium-duty use
- Flat slate constructed from 26 gauge steel
- Available in White or Brown
- Manual or Chain Hoist Operation Available



Total: \$6,400.46

Cost to Rent Forklift and Scissorlift

Total: \$1,012.66

Project Total: \$7,413.12

Tax: \$500.39

Total Including Taxes: \$7,913.51



Overhead Door Company of Charlotte

a division of DuraServ Corp.

QUOTATION

Q-275568.00

Qty	Description	Price	Total
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Scope of Work

- 1) UNLOADING & STORAGE: All unloading and storage of equipment purchased is the responsibility of the purchaser unless otherwise specified.
- 2) INSTALLATION: All prices for installation are based on the following:
- a) Unless specifically stated otherwise, all installation will be performed by factory-trained non-union personnel. If union labor is required, additional charges will apply.
 - b) All wire, wiring, conduit, electrical hookup, control wiring, mounting of control panels and outside lights (if applicable) by others.
 - c) Prices are based on installation of equipment during normal business hours and a normal business week. If specified work is to be done on weekend, additional charges will apply.
 - d) Pricing is also based on all equipment being installed on same trip with driveway to be poured prior to start of installation. Additional charges will be added if additional trips are involved due to site conditions.
 - e) If installation involves removal of existing equipment, pricing does not provide for handling and disposing of existing equipment unless otherwise specified.
 - f) Preparation of site, removal of obstructions to accept equipment, cutting, patching, and painting is by others.
- 3) DOCK LEVELERS: Specific to dock levelers and their proper installation:
- a) Installation of levelers excludes excavating, forming of pits, and pit steel. Pit forming can be provided and quoted as an option.
 - b) Installation pricing includes necessary materials, off loading into pre-formed pit, positioning, shimming, and welding in place for pit leveler only.
 - c) Box Leveler - Shimming and securing a box leveler in place is the responsibility of others. Installation refers to final adjustment only for this type of leveler.
 - d) If pit formation has been included, Just Rite Equipment, Southern Dock Products, and affiliates are not responsible for any sub-surface complications during pit excavation. Should unforeseen obstructions (conduit, water lines, wall thickness greater than 10", slab thickness greater than 6", etc.) be encountered, customer will be notified.
 - e) Unless otherwise noted, pit formation does not include a dust control enclosure around the dock during concrete cutting.
- 4) OVERHEAD DOORS: Specific to overhead doors and their proper installation:
- a) Installation of overhead doors is based on an enclosed facility with a finished floor.
 - b) All interior mounting surfaces to flush and plumb.
 - c) Door frames, extensions and anchor plates for track, springs and / or electric operators are to be supplied and installed by others.
 - d) For operators, all electrical wiring, interconnections, and supply of primary power by others.
- 5) ELECTRICAL: Electrical install for power and controls by others. All wire, wiring, conduit, electrical hookup, control wiring, mounting of control panels and outside lights (if applicable) by others.
- 6) TAX: Tax excluded from proposal unless expressly provided.

For Standard Terms & Conditions of Sale please visit:
<http://dura-serv.com/terms/terms-and-conditions.pdf>

Accepted By: _____

Wayne Schulte - Decker National "COD"

Date: _____

PO #: _____

EXHIBIT

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www.fishbase.org

ROA00927

EXHIBIT

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Carolina Real Estate Holdings, LLC

15105-D John J. Delaney Dr.

Suite 347

Charlotte, NC 28277

Invoice

Date	Invoice #
5/2/2018	460

Bill To
Beilin Electric LLC 1974 Carolina Place Drive Suite 103 Port Mill, SC 29708

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	Cost to repair damaged ductwork in warehouse caused by fork lift hitting overhead HVAC ducts.	2,625.00	2,625.00
		Total	\$2,625.00



MTB Mechanical, Inc.
1201 Industrial Dr.
Matthews, NC 28105
704 321 9250

NC 7077 SC 105915

QUOTE

DATE	INVOICE #	CUST #
12/28/2018	0000350440	0039772

BILL TO:

CAROLINA REAL ESTATE HOLDINGS, LLC
15105-D JOHN J DELANEY DR
UNIT 347
CHARLOTTE NC 28277

SHIP TO:

CAROLINA REAL ESTATE HOLDINGS
2100 CAROLINA PLACE DR.
FORT MILL SC 29708

P.O. NUMBER		TERMS		SALES PERSON	
		COD			
	DESCRIPTION	QUAN	PRICE EACH	AMOUNT	
MISC	REPAIR AND / OR REPLACE DAMAGED DUCTWORK ABOVE FINISHED FLOOR BUT BELOW CEILING, PRICE INCLUDES SISSOR LIFT RENTAL TO MAKE REPAIRS	1.00	2,625.00	2,625.00	
TOTAL				\$2,625.00	



W&L - 7

ROA00930

EXHIBIT

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exhibit3.com



ROA00931



EXHIBIT

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ROA00933



Integrity Consulting Group, PLLC
16607 Riverstone Way, Suite 200
CHARLOTTE, NC 28277 US
harry.martin@integritycg.net
www.integritycg.net



INVOICE

BILL TO
Brad Decker
15105-D John Delaney Drive,
Suite 347
Charlotte, NC 28277

INVOICE # 5749
DATE 07/02/2020
DUE DATE 07/02/2020
TERMS Due on receipt

PO #
2180 Carolina Place

PROJECT CONTACT
Consultation & Site Visits

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/02/2020	Consulting Project: 2180 Carolina Place, Suites 110 & 111 Scope: Consultation services for damaged partition wall. Services have included two site visits and two letters.	1	1,757.50	1,757.50

ICG Federal Tax ID: 81-1520170

BALANCE DUE

\$1,757.50



200 Brooks DR

Stanley, NORTH CAROLINA 28164

For: Carolina holdings

Address: 111

Date: 6/13/2000

Sales Person: MARK ROBINSON

Contact: MARK ROBINSON 704-650-1981

Batch # _____
Job Name: Brad

[illegible]

EXHIBIT

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Carolina Real Estate Holdings, LLC

15105-D John J. Delaney Dr.

Suite 347

Charlotte, NC 28227

Invoice

Date	Invoice #
8/12/2019	689

Bill ToBrill Electric LLC
1974 Carolina Place Drive
Suite 108
Fort Mill, SC 29708

P.O. No.		Terms	Project	
Description		Due on receipt		
Quantity	Description	Rate	Amount	
	Labor and materials to repair damaged to the wall between Brill Electric and Two Men and a Truck caused by your careless forklift operator.	1,800.00	1,800.00	
		Total	\$1,800.00	

EXHIBIT

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COIT SERVICES
3546 CENTRE CIRCLE
FORT MILL, SC 29715
P:803-548-7862/704-527-3100
F:803-548-7788
coit@comporium.net

COIT 
Cleaning & Restoration Services
People you trust... trust Coit. www.coit.com

Carolina Real Estate Holdings
15105 John J Delaney Drive, Suite 347
Charlotte, NC 28277

INVOICE

Invoice # C-75966CC

Invoice Date 05/06/2020

Due Date 05/06/2020

Item	Description	Unit Price	Quantity	Amount
Service	Carpet Cleaning Services - based on all wall to wall carpeting in the Brilin Electric suite; includes cleaning and deodorizing all carpet	250.00	1.00	250.00
<u>NOTES:</u> Point of Contact: Brad Date of Service: 5/5/2020 Service Address: Brilin Electric 2180 Carolina Place, Suite 111 Fort Mill, SC 29708 *Carpets appeared to have pet staining/ spots. Coit cleaned and deodorized all of the carpeting If using a Debit or Credit Card for payment, we accept Visa, Mastercard, and Discover. However, there is a 2% processing fee for all invoices. We appreciate your business very much!				
		Subtotal		250.00
		Total		250.00
		Amount Paid		0.00
		Balance Due		\$250.00

ROA00937



W&L-8

ICG

Integrity Consulting Group, PLLC
16607 Riverstone Way - Suite 200
Charlotte, NC 28277
www.integritycg.net

May 18, 2020

Carolina Real Estate Holdings, LLC
15105-D John Delaney Drive, Suite 347
Charlotte, NC 28277
VIA: Email

Re: Partition Wall Temporary Shoring
2180 Carolina Place, Suites 110 & 111
Fort Mill, SC 29708

Carolina Real Estate Holdings, LLC:

At your request, ICG met with you on Monday, May 4, 2020 at the subject address, to examine a partition wall, shared between Suites 110 and 111 that had been struck with moving equipment and displaced near floor level. We understand from our conversations with you that the tenant, Brilin Electric occupying suites 110 through 111 attempted to push the displaced portion of the wall back into place from the suite side of Suite 109. We observed that the wall appeared relatively plumb but was covered with gypsum sheathing which obscured the view of wall structural elements such as studs, top and bottom plates and connections which may have possibly been damaged from the impact.

Based off of our observations and conversations, we recommend that portions of the gypsum sheathing covering on at least one side of the wall be removed at the impacted area near floor level and above where the top of the wall connects to the bottom of the steel portal frame. Enough wall sheathing will need to be removed to determine the extent of any damaged internal wall framing members and connections.

Once this has been done, we can make an accurate visual assessment of the structural condition of the wall and prescribe any necessary repairs.

Until such time that we are allowed to examine the wall internally, we recommend temporary measures to ensure that the base of the wall is stabilized and does not "kick out" from either side. In order to accomplish this, we recommend that a 12-foot long 2x6 be placed flat on the floor, snug up against the existing partition wall on both sides. The 2x6 should be centered about the approximate impact location and fastened to the concrete floor with concrete screw anchors or concrete mechanical type fasteners (Tapcon, Redhead, Hilti, etc. provide these type of fasteners). The fasteners shall have a minimum shank diameter of 1/2" and be spaced at a maximum of 16" on center in a single row. They shall be installed per manufacturer recommendations.

Please note this report does not express or imply any warranty of the structure, warranty expressed or implied as to the condition of the structure, is intended. The maximum liability of the Engineer for loss suffered by the client due to any cause is limited to the amount of

Integrity Consulting Group, PLLC
www.integritycg.net

May 18, 2020
Partition Wall Temporary Shoring
2180 Carolina Place, Suites 110 & 111
Fort Mill, SC

the Engineer's fee paid by the client. This shall be the sole exclusive remedy for any loss suffered by the client arising out of the Engineer's performance under this agreement.

If we can assist you further in any way, please feel free to contact us at 704-541-3202.

Sincerely,



John W. Abernathy, P.E.
SC Registration No. 25053
SC Corporate No. 5355

ICG

Integrity Consulting Group, PLLC
16607 Riverstone Way - Suite 200
Charlotte, NC 28277
www.integritycg.net

June 3, 2020

Carolina Real Estate Holdings, LLC
15105-D John Delaney Drive, Suite 347
Charlotte, NC 28277
VIA: Email

Re: Partition Wall Repair
2180 Carolina Place, Suites 110 & 111
Fort Mill, SC 29708

Carolina Real Estate Holdings, LLC:

At your request, ICG performed an evaluation of the subject wall on May 22, 2020. This is the same partition wall we originally observed on May 4, 2020 which is shared between Suites 110 and 111. According to you, this wall had been struck by Brillin Electric the previous tenant, and they had attempted to push the displaced portion of the wall back into place.

Observations:

At the time of our original visit, none of the gypsum sheathing had been removed from either side of the wall. Upon our arrival during this second visit, we observed that portions of the gypsum sheathing had been removed from the wall on the side of Suite 111.

It should be noted that the gypsum sheathing had only been partially removed along the bottom half. Sheathing had been removed at the general vicinity of the wall strike and the interior of the wall was exposed to a height of approximately 12 feet. Most of the remainder of the wall was opened to a height of approximately 4 feet. Also, the first 10 feet of partition wall along the front side of the building was obscured by objects stored on the floor and no sheathing had been removed along that section of wall.

We pulled a string from one side of the building to the other at approximately 10-foot stations along the wall, where the partition wall met the exterior walls. At a height of 4'-2-1/2" from the floor surface we measured the distance from the exposed wall studs to the string. The maximum gap measured 1-1/4". In addition, we measured vertical plumbness of the wall using a 4-foot long spirit level. The level was centered at approximately 5 feet from the floor surface and measurements were taken at approximately 10-foot stations. The wall measured relatively plumb. Only one measurement taken exceeded 1/4" (per four-foot level length). It actually measured 3/8" (per four feet) at that location.

Within the exposed wall sections, we observed 18 gauge cold formed steel studs spaced at 16 inches on center. The studs were fastened on one side with screws to a bottom cold formed steel plate. This plate was attached to the concrete floor slab with powder actuated

June 3, 2020
Partition Wall Repair
2180 Carolina Place, Suites 110 & 111
Fort Mill, SC

fasteners. The top of the wall where it joined to the bottom of the steel portal frame was covered with gypsum sheathing and could not be observed.

Upon closer examination, we counted 30 studs that were either twisted, or the flanges were bent. We also observed where the flanges were warped at the corners where they met with the bottom plate. We counted 22 bays (16-inch spaces between studs along the bottom plate) where the powder actuated fasteners were loose or had pulled out of the holes in the bottom plate and were not secured to the floor.

Recommendations:

Based off of our observations and the information we have gathered from you, we recommend that the remainder of the gypsum sheathing be removed on that side of the wall up to 12 feet above the floor surface. This will allow us to determine if there is damage to the studs that are not currently exposed. We also recommend that a section of gypsum sheathing above the reported wall strike be removed for inspection. This will help us determine if there is any damage to the connections between the top of the wall and the bottom of the steel portal frame which may have occurred due to the wall strike.

Once all damage is identified, we recommend that the damaged wall elements be repaired. For the damaged wall studs, we recommend that new 16-gauge studs be placed alongside the existing damaged 18-gauge studs. Also, the bottom steel stud plate should be secured to the floor using powder actuated fasteners in the bays between studs where they were loose or had pulled out.

Please note this report does not express or imply any warranty of the structure. The maximum liability of the Engineer for loss suffered by the client due to any cause is limited to the amount of the Engineer's fee paid by the client. This shall be the sole exclusive remedy for any loss suffered by the client arising out of the Engineer's performance under this agreement.

If we can assist you further in any way, please feel free to contact us at 704-541-3202.

Sincerely,



John W. Abernathy, P.E.
SC Registration No. 25053
SC Corporate No. 5355

June 3, 2020
Partition Wall Repair
2180 Carolina Place, Suites 110 & 111
Fort Mill, SC

Photographs

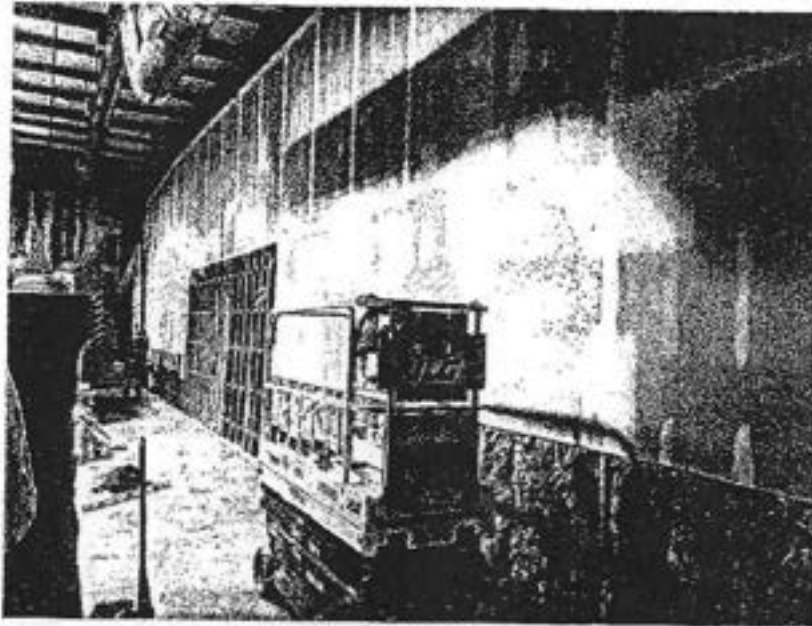


Photo 1



Photo 2

June 3, 2020
Partition Wall Repair
2180 Carolina Place, Suites 110 & 111
Fort Mill, SC

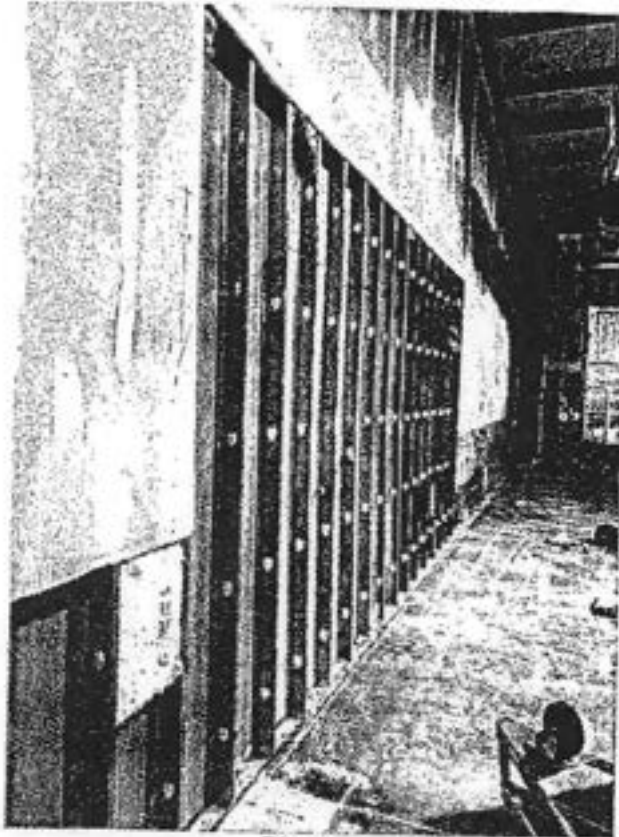


Photo 3

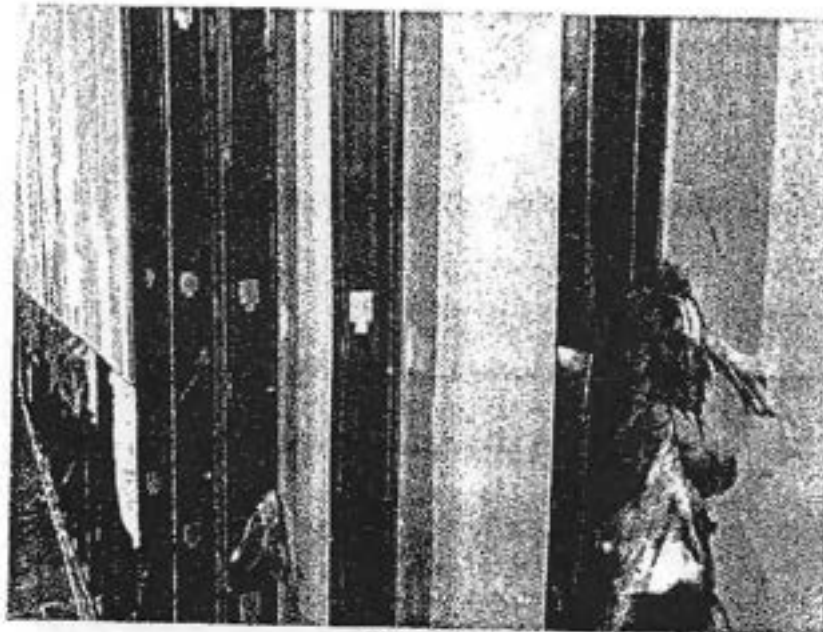


Photo 4

June 3, 2020
Partition Wall Repair
2180 Carolina Place, Suites 110 & 111
Fort Mill, SC

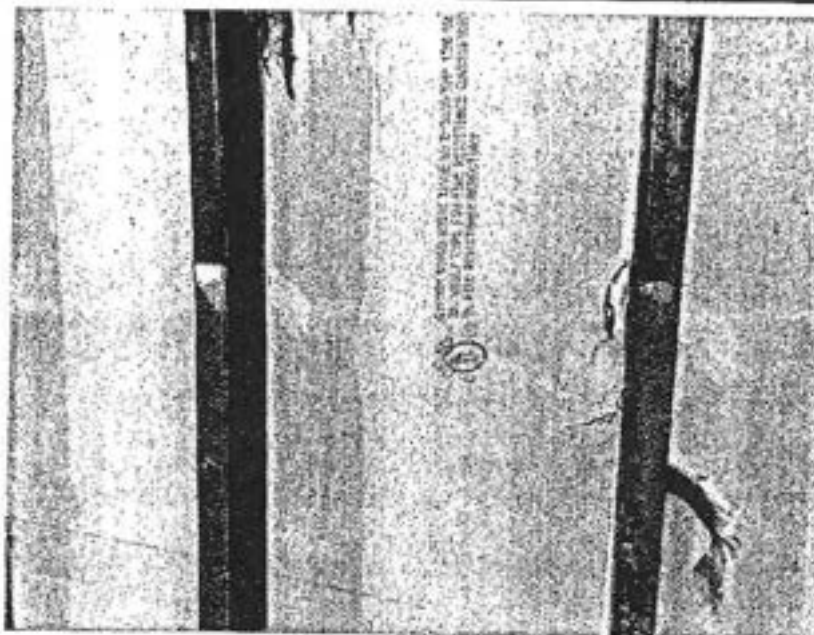


Photo 5

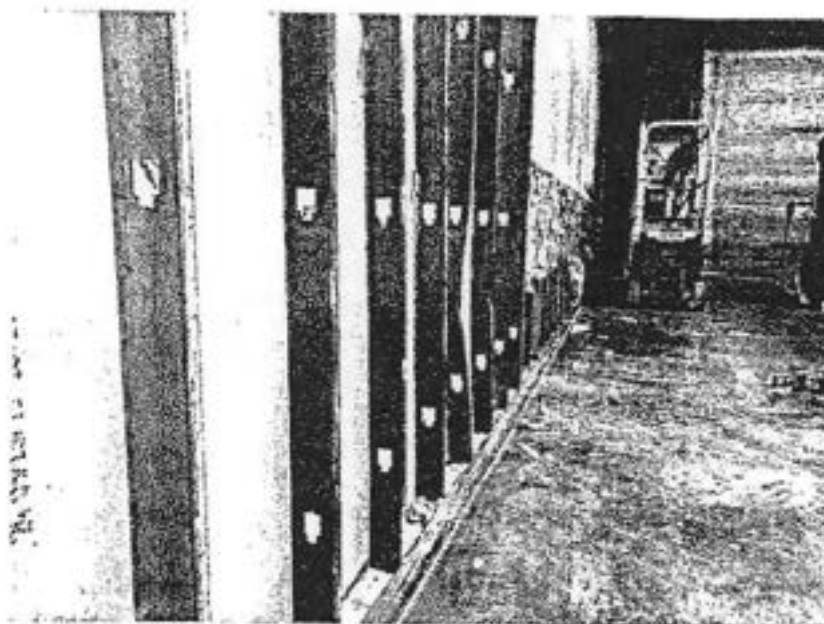


Photo 6

June 3, 2020
Partition Wall Repair
2180 Carolina Place, Suites 110 & 111
Fort Mill, SC

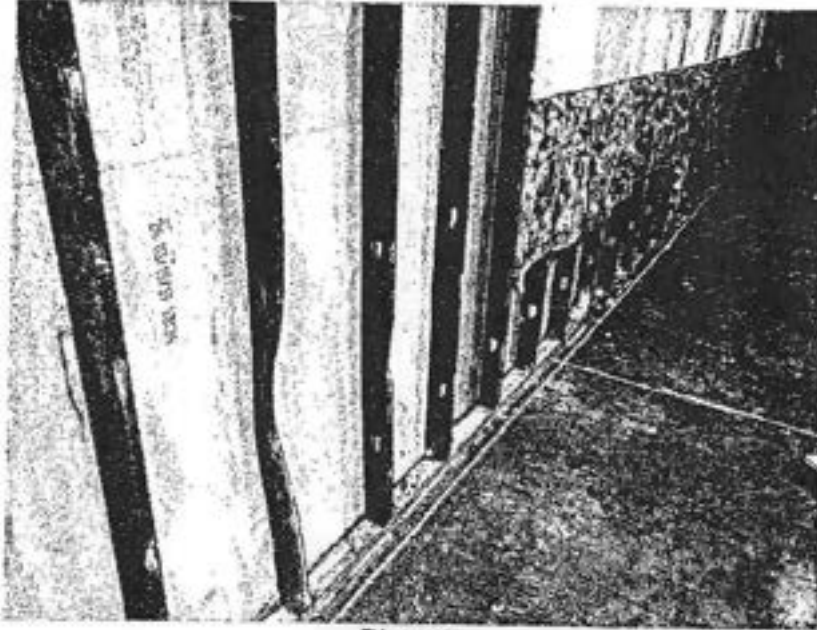


Photo 7



Photo 8

June 3, 2020
Partition Wall Repair
2180 Carolina Place, Suites 110 & 111
Fort Mill, SC

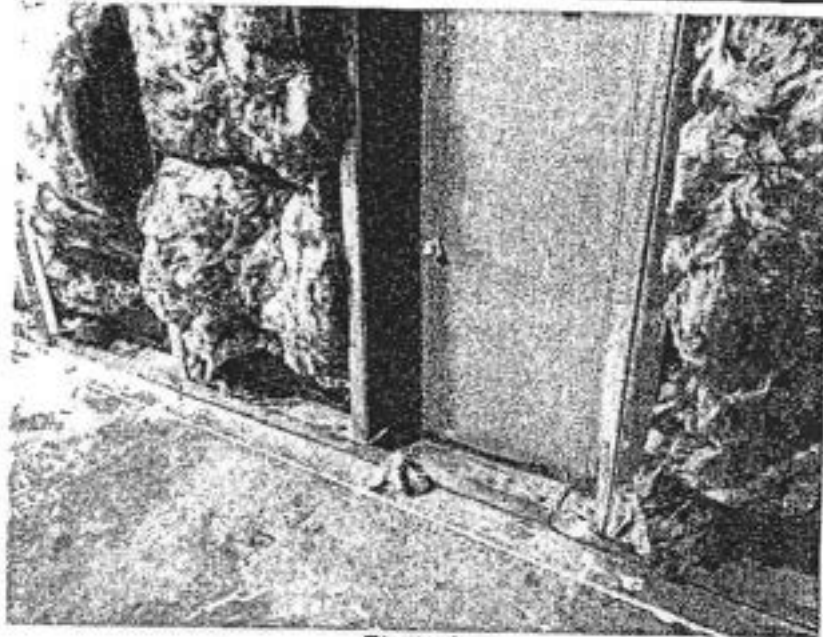


Photo 9

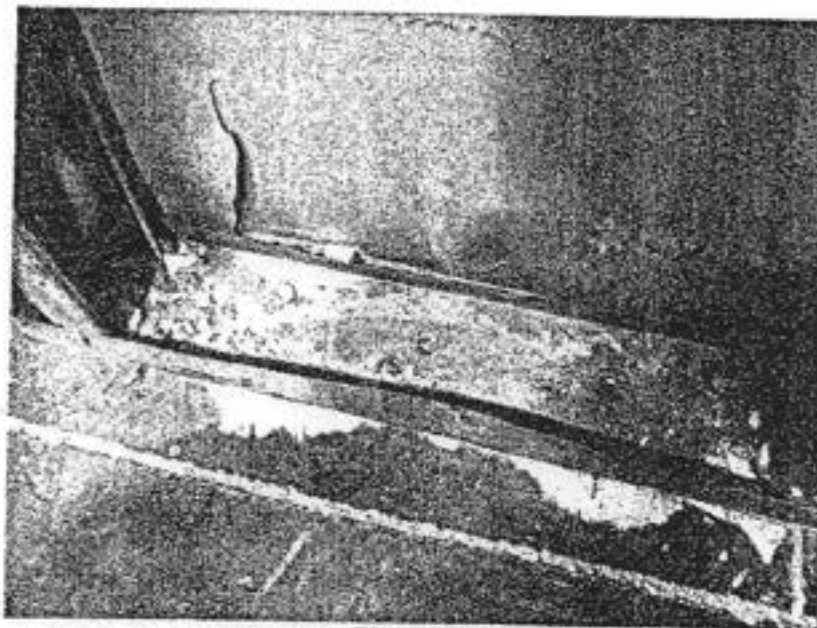


Photo 10

June 3, 2020
Partition Wall Repair
2180 Carolina Place, Suites 110 & 111
Fort Mill, SC

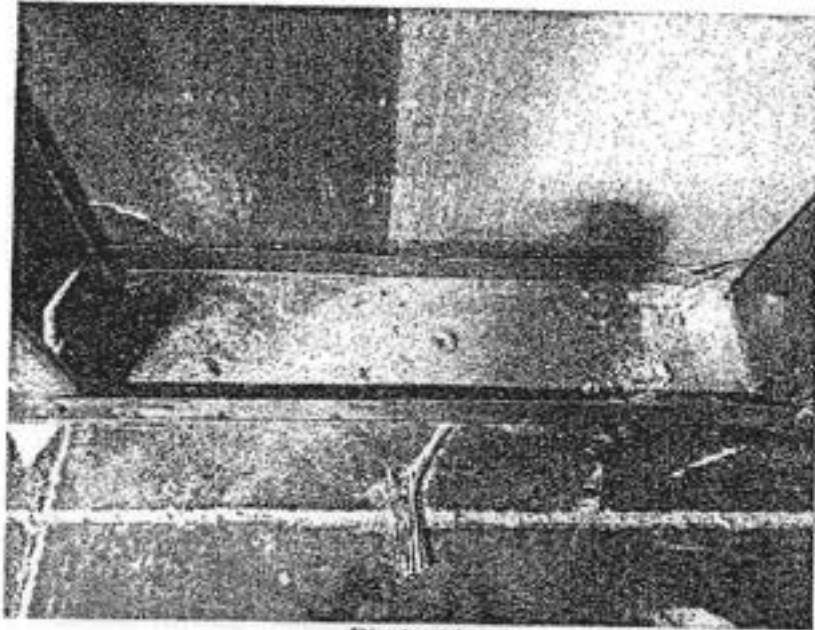


Photo 11

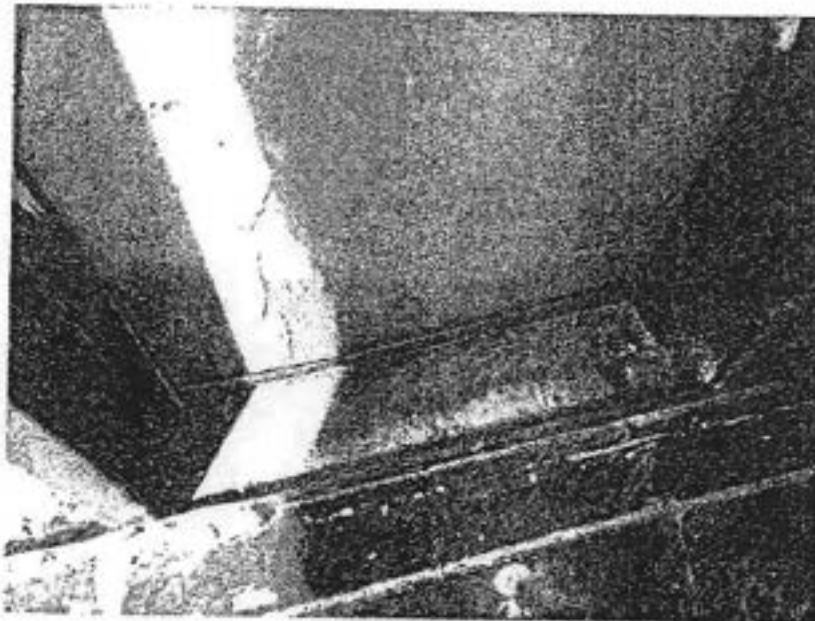
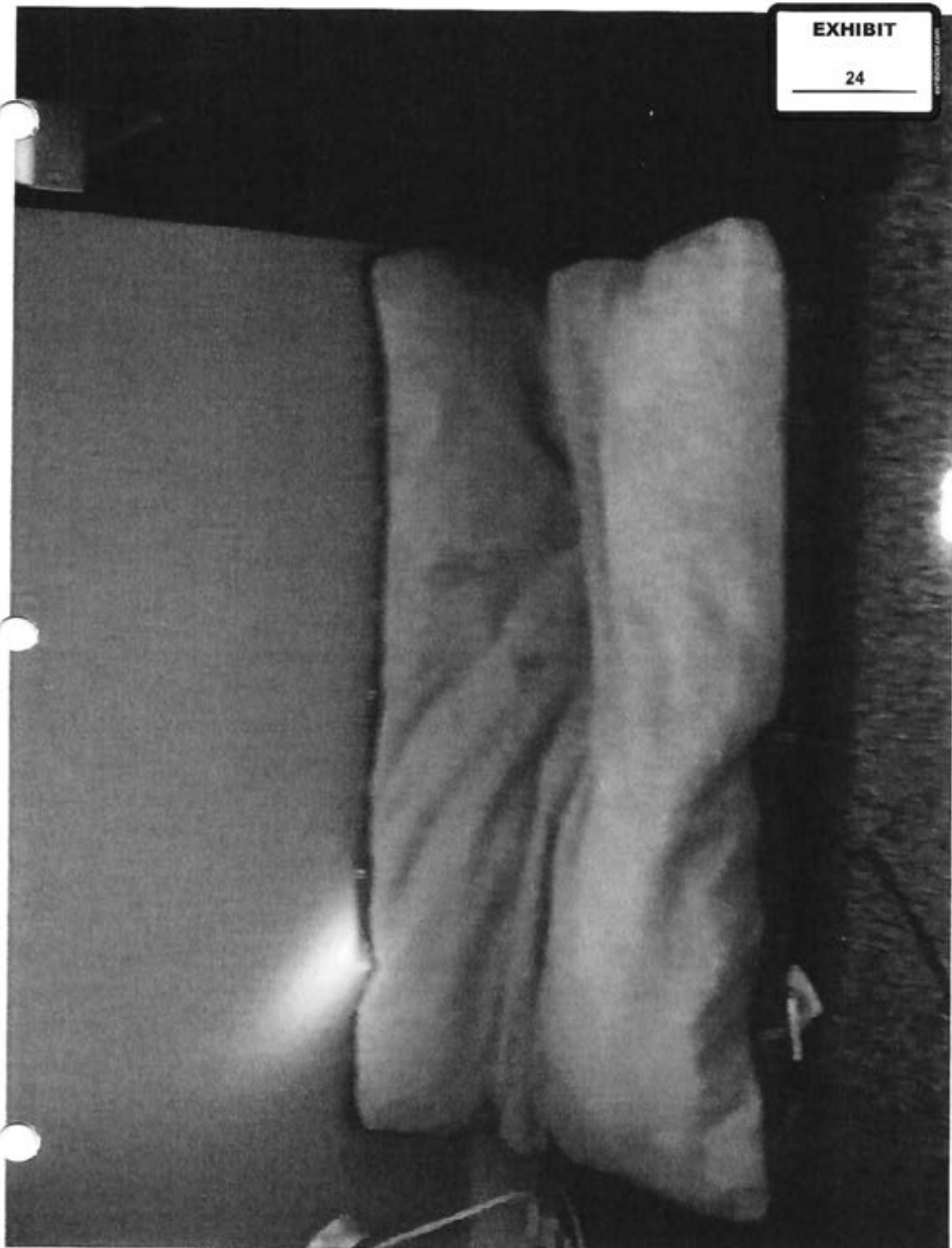


Photo 12



Steve Dluzneski

From: brad@deckernational.com
Sent: Monday, April 13, 2020 3:46 PM
To: Steve Dluzneski
Subject: Fwd: CREH vs Birlin Electric
Attachments: CREH vs Birlin Electric.zip

----- Original Message -----

From: Joshua Montoya <joshua.montoya@overheaddoorofcharlotte.com>
To: Wayne Schulte <wayne@deckernational.com>
Date: April 10, 2020 at 6:16 AM
Subject: CREH vs Birlin Electric

Wayne,

Per our phone conversation a couple days ago, this is where my research led me. The Amar - Series 5501 is a great product for the proper application. The application at your address would be better suited by a commercial door meant for more frequent revolutions. Between the two options, the OHD-Model 600 door is the better option for your location. The slats and angle mounting offer more structure; structure is very important in a commercial application. The Model-600 is a lighter-duty Rolling Steel Slat Door, but in a different class of light-duty compared to the Amar-Series 5501. This is the age-old comparison of apples to oranges considering these openings are used for commercial/industrial purposes.

I highlighted a few major differences, but again, the major difference is in the type of door itself. Let me know if you have any questions!

Thanks,

Joshua A Montoya

Commercial Sales Representative

Overhead Door of Charlotte

A Division of DuraServ Corp

4045 Perimeter West Drive, Ste. 600 | Charlotte, NC 28214
704-594-5094 Office | 704-591-9288 Mobile | joshua.montoya@overheaddoorofcharlotte.com

The Genuine. The Original.



Overhead Door Company of Charlotte

a division of *DURASERV* corp.

EXHIBIT

26

L&W Supply Corporation
8200 Henderson Rd.
Charlotte, NC 28269
http://www.lwsupply.com
704-598-6484

To accurately verify your payment
please include a copy of a listing of
accounts being paid in separate
tab. Please clearly identify any
payment deductions.

INVOICE

Customer Number	1001245
Invoice Number	291217545
Invoice Date	5/27/20
Payment Due Date	6/10/20
Total Amount Due	1861.35

Make Checks Payable & Remit To:
L&W Supply Corporation
PO Box 413421
Boston, MA 02241-5421

1234 1 88 0.416 ED154X 10234 06182028139 92 P740749 1 0001 0001



DECKER INSPEC & CONTRAC
#347
15105-D JOHN J DELANEY DR
CHARLOTTE NC 28277-2741

SHIP TO: 00001

DECKER INSPEC & CONTRAC
1280 CAROLINA PLACE DR
SUITE 111
FORT MIL, SC

TO VIEW AND PAY ONLINE GO TO:

http://lwsupply.bitrust.com

USE THIS ENROLLMENT TOKEN:

GZX BSK YWV

ENROLL WITH THIS ACCOUNT ID:

3331003245

Customer Order No.	Order Date	Req Date	Ship Date	Ship Via	Sold To Code	Our Order No.	From Order No.	BIT Order No.
	5/26/20	5/27/20	5/27/20	DELIVER	1001245	291217545		333001
Commodity Code	Quantity Ordered	Quantity Shipped	Product Description	Extended Quantity	One	Price Per Unit	Sales Amount	
358SJ2018	40		40 358 CSJ 20' 15GA	900	MLF	1275.00	1,000.00	
58UX12	42		42 5/8" ULT LT X DW 4X12'	2,016	MSF	290.00	584.64	
716DPS	1		1 7/16" DRILL POINT SF	1,000	BOX	28.00	28.00	
UJT250RL	3		3 USG 250' JOINT TAPE 1RL	5,000	ROLL	1.75	8.75	
GBPF5PL	5		5 GOLDBOND PRO FORM 5GAL	1,000	PAIL	15.00	15.00	
CHG	1		1 FREIGHT SURCHARGE		EACH	25.71	25.71	

Damages

Brilin Electric
Legal

Please Post per
cost to Brilin

L&W IS A DISTRIBUTOR AND MAKES NO PRODUCT WARRANTIES. L&W DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All sales are made solely pursuant to L&W's terms and conditions of sale, which can be accessed at <http://lwsupply.com/help/terms-conditions/> and are available upon request from your local branch. Note: Seller's terms contain indemnification provisions and warranty limitations and damage disclaimers that are binding upon Buyer. All other terms and conditions are expressly rejected. By accepting the below materials, you agree to L&W's terms and conditions. Seller represents that with respect to the production of the goods and/or the performance of the services covered by this invoice, has fully complied with section 12(A) of the Fair Labor Standards Act of 1938 as amended. LATE PAYMENT CHARGE: All accounts past due will be subject to a monthly late payment charge, not to exceed the maximum allowable by state or federal law. When you provide a check as payment, you authorize us either to use this information from your check to make a one-time electronic fund transfer(EFT) from your account or to process the payment as a check transaction. For inquiries, please call the number provided on the invoice.

DISCOUNT AVAILABLE

DISCOUNT DUE DATE

VOICE PAST DUE DATE

6/10/20

SUB-TOTAL

TAX \$ SY

TOTAL INVOICE

7.000

1,739.80

121.73

1,861.35

ROA00952

EXHIBIT

27

**SUNBELT
RENTALS**INVOICE
SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE TO

102-518-817
DECKER INSPECTIONS & CONTRACT
15105D JOHN J DELANEY DR STE 347
CHARLOTTE NC 28277-2741JOB ADDRESS
2 MEN AND A TRUCK
2180 CAROLINA PL
FORT MILL, SC 29708 7002
704-634-3036INVOICE NO. 101511391-0001
ACCOUNT NO. 47921
INVOICE DATE 5/26/20

PAGE 1 of 1

RECEIVED BY DECKER, BRAD
PURCHASE ORDER NO. 101511391

BRILAN ELECTRIC DAMAGES

BRANCH 1 - BUSINESS

FORT MILL SC PC720
120 SUTTON RIDGE LN
FORT MILL, SC 29708 9400
803-228-6464

QTY EQUIPMENT #

QTY	EQUIPMENT #	Min	Day	week	4 week	Amount
1	19' ELECT SCISSORLIFT 10094528 Make: JLG Model: 1930ES HR OUT: 69.300 HR IN:	160.00	160.00	295.00	390.00	390.00
TOTAL: 69.300						
Rental Sub-total:						390.00

SALES ITEMS:

Qty	Item number	Unit	Price	Amount		
1	SCHERS4	EA	9.750	9.75		
1	SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE	EA	31.050	31.05		
1	TRANSPORTATION SURCHARGE	EA	5.070	5.07		
1	ENVIRONMENTAL ENVIRONMENTAL CHARGE 2133	EA		58.50		
1	RENTAL PROTECTION PLAN	EA		115.00		
	DELIVERY CHARGE			115.00		
	PICKUP CHARGE			115.00		
QTY	EQUIPMENT #	Min	Day	week	4 week	Amount

BILLED FOR FOUR WEEKS 5/18/20 THRU 6/14/20.

Repairing Brilin
DamageBrilin Legal matter
EquipmentPlease keep track
of our cost.

ment. Service. Guaranteed.

SUBTOTAL

724.

SALES TAX

50.

ROA00953

Calculus



SOUTHERN

HEARTH • PATIO • GARAGE

Order Date

Order #

Order Type

Customer

Brilin Electric

Date Req.

4/15/2029

Ship To:

2180 Carolina Place Drive, Suite 111

Install Time

Address

Fort Mill, SC 29708

Date Prom.

Bill To:

Frt. Code

Address

Salesman

Jim

Map Coord.

City/ST/Zip

Zip

Comm. Code 2

Contact

Bryon Russell

Phone 1

704-904-1775

Phone 2

Ordered By

Comments

Customer PO

[illegible]

BRILIN 000033

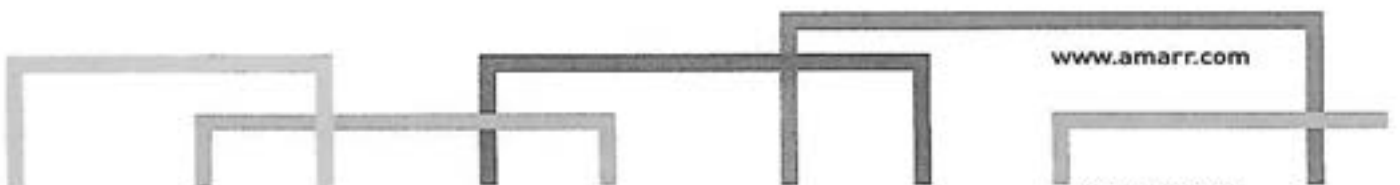
ROA00954



ENTRE//MATIC



Amarr® Rolling Sheet Commercial Doors



www.amarr.com

BRILIN 000027

ROA00955

SELF-STORAGE DOORS



Perfect for most storage facilities, Amarr self-storage doors offer excellent performance and reliability at an economical price. These easy-to-install doors are a popular choice among DIY installers of storage sheds and building projects requiring a secure opening. All models are available in sizes starting as small as 3' wide.

Amarr 5101, 5151, 5161 SELF-STORAGE DOORS

Technical Features

1. 26-gauge galvanized steel curtain (Amarr 5161 is 24-ga)
2. Super Durable Polyester paint provides years of fade resistance and film integrity
3. Clear acrylic coated galvanized steel bottom bar with full width steel angle
4. Exterior dual lock assembly provides for two padlocks
5. Heavy-duty galvanized steel guides hot dipped for maximum strength and rust resistance
6. 9-1/2" drums are totally enclosed by the galvanized steel barrel assembly
7. Steel bearing shaft support
8. Adjustable tensioning device



	Amarr 5101 Formerly Amarr 5002	Amarr 5151 Formerly Amarr 5003-30	Amarr 5161 Formerly Amarr 5044
CURTAIN STEEL THICKNESS	26ga	26ga	24ga
DRUM/BARREL SIZE	9.5"	9.5"	9.5"
MAXIMUM WIDTH	12'	12'	8'3"
MAXIMUM HEIGHT	12'	12'	12'
GUIDE DEPTH	1.6"	1.6" or 2.3"	0"
GUIDE GAUGE	16ga	16ga	12ga
WIND LOAD RATED	No	Yes	Yes
WINDLOCK TYPE	N/A	Steel	Steel
MIAMI-DADE WL APPROVAL	No	No	Yes

LIGHT-DUTY SHEET DOORS



The Amarr light-duty commercial sheet door is an excellent choice for projects requiring value. The enclosed barrel assembly allows this door to fit into spaces with low headroom requirements. The Amarr light-duty commercial sheet door is designed to be economical without sacrificing performance, craftsmanship, or aesthetics.

Amarr 5501 LIGHT-DUTY SHEET DOORS

Technical Features

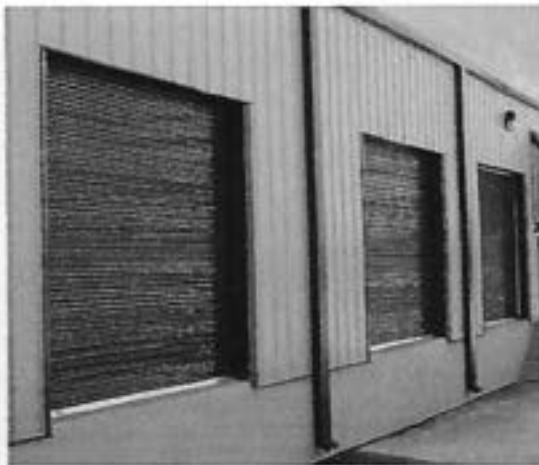
1. 26-gauge galvanized steel curtain
2. Super Durable Polyester paint provides years of fade resistance and film integrity
3. Clear acrylic coated galvanized steel bottom bar with full width steel angle
4. Dual galvanized steel slide bolt locks attached to the bottom bar
5. Heavy-duty galvanized steel guides hot dipped for maximum strength and rust resistance
6. Heavy-duty nylon strapping reduces friction and ensures smooth and quiet operation
7. 9-1/2" drums are totally enclosed by the galvanized steel barrel assembly
8. Steel bearing shaft support
9. 16-gauge wall mounting brackets
10. Reduced drive chain hoist standard for doors over 100 sq. ft.



	Amarr 5501 Formerly Amarr 5514
CURTAIN STEEL THICKNESS	26ga
DRUM/BARREL SIZE	9.5"
MAXIMUM WIDTH	12'
MAXIMUM HEIGHT	12'
GUIDE DEPTH	2.3"
GUIDE GAUGE	16ga
WIND LOAD RATED	No
WINDLOCK TYPE	N/A
MIAMI-DADE WL APPROVAL	No

BRILIN 000028

HEAVY-DUTY SHEET DOORS



The heavy-duty line of Amarr commercial sheet doors are engineered for door openings with more demanding applications. These doors are typically found on warehouse docks with up to 18' wide openings. The combination of heavy-duty sheet door features and the reduced labor requirement due to ease of install, make these doors an affordable choice for most projects.

Amarr 5601 HEAVY-DUTY SHEET DOORS

Technical Features

1. 26-gauge galvanized steel curtain
2. Super Durable Polyester paint provides years of fade resistance and film integrity
3. Clear acrylic coated galvanized steel bottom bar with full width steel angle
4. Dual galvanized steel slide bolt locks attached to the bottom bar
5. Heavy-duty galvanized steel guides hot dipped for maximum strength and rust resistance
6. Heavy-duty nylon strapping reduces friction and ensures smooth and quiet operation
7. 12" enclosed barrel
8. Steel bearing shaft support
9. 12-gauge wall mounting brackets
10. Reduced drive chain hoist standard for doors over 100 sq. ft.



	Amarr 5601
CURTAIN STEEL THICKNESS	26ga
DRUM/BARREL SIZE	12"
MAXIMUM WIDTH	18'
MAXIMUM HEIGHT	18'
GUIDE DEPTH	2, 3" up to 12' w/ 3" 12' 1" - 18' w
GUIDE GAUGE	11ga up to 12' w/ 12ga 12' 1" - 18' w
WIND LOAD RATED	No
WINDLOCK TYPE	N/A
MIAMI-DADE WL APPROVAL	No

HEAVY-DUTY WIND LOAD SHEET DOORS

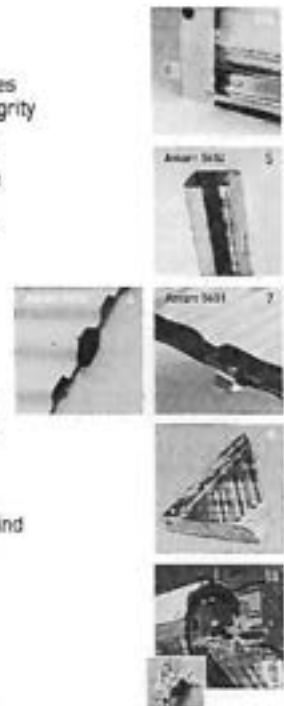


Manufactured to protect property and products in storm prone areas, the line of Amarr heavy-duty wind load certified sheet doors has a variety of models to fit your wind load certification needs, including Miami-Dade. The smooth operation of the nylon windlocks also makes the 5652 an ideal option for most oversized commercial applications.

Amarr 5652, 5651, 5661 HEAVY-DUTY WIND LOAD SHEET DOORS

Technical Features

1. 26-gauge galvanized steel curtain
2. Super Durable Polyester paint provides years of fade resistance and film integrity
3. Clear acrylic coated galvanized steel bottom bar with full width steel angle
4. Dual galvanized steel slide bolt locks provide for two padlocks and added security
5. Heavy-duty galvanized steel guides hot dipped for maximum strength and rust resistance
6. Nylon windlocks on the Amarr 5652 provide wind load protection without sacrificing ease of operation
7. Steel windlocks on the Amarr 5651 and Amarr 5661 provide maximum wind load protection in extreme weather locations
8. Steel bearing shaft support
9. 12-gauge wall mounting brackets
10. Reduced drive chain hoist standard for doors over 100 sq. ft.



	Amarr 5652	Amarr 5651	Amarr 5661 Formerly Amarr 5650 (OC)
CURTAIN STEEL THICKNESS	26ga	26ga	26ga
DRUM/BARREL SIZE	12"	12"	12"
MAXIMUM WIDTH	18'	20'	12'
MAXIMUM HEIGHT	20'	18'	20'
GUIDE DEPTH	2"	4"	4"
GUIDE GAUGE	12ga	12ga	12ga
WIND LOAD RATED	Yes	Yes	Yes
WINDLOCK TYPE	Nylon	Steel	Steel
MIAMI-DADE WL APPROVAL	No	Yes	Yes

BRILIN 000029

COLORS

Actual paint colors may vary from samples shown.



GAVALUME



WHITE



GLOSSY
WHITE



SILHOUETTE
GRAY



ROYAL
BLUE



CONTINENTAL
BROWN



FOREST
GREEN



MARINE
GREEN



LIGHT
TEAL



DARK
TEAL



CEDAR
RED



BUCKSKIN



DESERT
TAN



SUNSET
ORANGE

OTHER COMMERCIAL MODELS AVAILABLE



Amarr Rolling Steel Commercial Doors

Rolling Steel



Heavy-duty 2" Insulated Sectional Door
Amarr 2015

Sectional



Aluminum Full View Doors
Amarr 2015, Amarr 2012

Sectional Full View

WARRANTY

Products guaranteed to be free from defects in workmanship and materials for a period of 1 year from date of factory shipment. There is a limited 25-year warranty on the paint and finish.

ENTRE/MATIC

Entrematic
165 Carriage Court
Winston-Salem, NC 27105
800.503.D00R
www.amarr.com

FOR TECHNICAL
QUESTIONS:
1.866.366.4814



Product data subject to change without notice.

Entrematic products may be the subject of one or more U.S. and/or foreign issued and/or pending design and/or utility patents.

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Our Philosophy. Since 1951, we have successfully raised the standards of quality, value, and dependability in our industry. Today, with the same promise of individual attention and great value for all our customers, we remain committed to offering products and services that raise those standards even higher.

BRILIN 000030

ROA00958



NATIONAL POWER CORP.

BRILIN 000034





DEFENDANT'S
EXHIBIT
4



MC GEE BROTHERS COMPANY, INC.

4608 CARRIKER ROAD MONROE, NORTH CAROLINA 28110
MONROE (704) 753-4582
CHARLOTTE (704) 372-7610

INVOICE

Invoice No. **1148126**
BRI08

BILL TO

BRILIN ELECTRIC
3685 CENTRE CIRCLE
FORT MILL, SC 29715

REPAIR
2180 CAROLINA PLACE SUITE 111

PO NBR	WORKTYPE	TERMS/DUE DATE	INVOICE DATE	PAGE
		5/30/2020	5/15/2020	1 of 1

QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXT. PRICE
1.00	EACH	REPAIR BROKEN BRICK AT GARAGE DOOR	280.0000	280.00
			TOTAL	280.00

DEFENDANT'S
EXHIBIT

5

DEFENDANT'S
EXHIBIT
6







Countywide Commercial

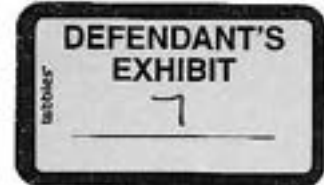
Charlotte's Pavement Solutions Company

PROPOSAL & CONTRACT

April 1st 2019

Proposal# 1190102

Wayne Schulte
Carolina Real Estate Holdings, LLC
Goose Creek, SC
www.cockernational.com



Thank you for providing us an opportunity to provide a quote for your project. Countywide Commercial Inc. is pleased to submit the following proposal. We would like to bring to your attention the following facts about Countywide Commercial.

1. Over twenty years of experience, and an A+ rated BBB company
2. A vast customer base of Property Management Companies, Hotels, Apartments, Churches, Shopping Centers, Offices and other Commercial Complexes in Charlotte and surrounding areas
3. Your One Stop Shop for all Asphalt and Concrete needs
4. We are certified (NC DOT) DBE/MBE.
5. North Carolina General Contractor License # 73570 Highway

Scope of work: Decker National Building, 2180 Carolina Pl Dr, Fort Mill SC

Milling and Paving 25793 SF

- Mill area to be paved to Haul old milling/dirt to offsite landfill.
- Clean and remove all debris and vegetation from area to be resurfaced.
- Install ABC stone on entire area. (Wet compact for proper compaction)
- Surface course will be uniformly placed at and properly compacted to achieve a smooth and uniform surface.
- All resurfaced areas will be marked with appropriate parking spaces, directional arrows, fire lanes, handicapped stalls and any other item currently painted with traffic paint.
 - On left entrance and side: 6' ABC stone and 4" asphalt
 - Rest of parking lot 4" ABC stone and 2" asphalt

GRAND TOTAL \$ 97,500.00

1/3 - \$32,175
1/3 - \$32,175
1/3 - \$33,150

PROJECT EXCLUSIONS & CLARIFICATIONS

PICTURES, PROJECT EXCLUSIONS & CLARIFICATIONS ON FOLLOWING PAGES

1 | Page

ROA00966

1. Countywide Commercial Incorporated will be referred to as CCI, and Seller, on this and the following pages
2. CCI will not be held responsible for damage caused from our vehicles to property and asphalt due to failing conditions we have to pass over to perform above repairs
3. Excludes: Civil, Architectural or Structural Engineering, drawings and/or design or plan certifications.
4. Excludes: licensed survey layout, and/or any as-built drawings, plan mark-ups or revisions.
5. Excludes: approvals, permit applications & permit fees unless specifically included in this Proposal and Contract.
6. Excludes: Uniformed Traffic Control Officers and Police Support Vehicles, unless specifically included in this Proposal and Contract.
7. Excludes: rock or sub-surface structure breaking, blasting, excavation, or removal, unless included in this Proposal and Contract.
8. Excludes: demolition, unless specifically included in this Proposal and Contract.
9. Excludes: disposal of hazardous or contaminated material, unless specifically included in this Proposal and Contract.
10. Excludes: all well point dewatering, or project surface or sub-surface dewatering beyond the practical use of a 3" centrifugal, trash or diaphragm pump, unless specifically included in this Proposal and Contract.
11. Excludes: site sweeping mechanical or manual, onsite or offsite, due to vehicular or equipment tracking during delivery, entry, onsite operation or leaving the construction site. Onsite and offsite roadway, parking lot or property sweeping shall be the responsibility of the Customer/Purchaser unless specifically included in this Proposal and Contract.
12. Unless specified herein, sub-grade soil conditions are considered to be suitable, and therefore usable. If during any course of the contract, or approved change order or authorized extra work, the sub-grade or sub-base material develops soft or yielding areas due to wet or unsuitable material conditions, then corrective measures such as; excavation, remediation, stabilization or replacement of material, backfill, compaction or removal of material from site of unsuitable soil conditions are specifically excluded, and shall be considered to be an additional cost to be borne by the Customer/Purchaser. See #17 below
13. Asphalt found to be thicker than stated replacement depths will create the need for a change order to absorb the additional costs
14. Concrete found to be thicker than stated replacement depths will create the need for a change order to absorb additional costs as well
15. Change orders that need approval before continuation of work, that halts work, will possibly create a need for additional charges applied.
16. Inclement weather and/or any other acts of nature that could affect the suitability of the onsite materials, in-place or stockpiled shall not be the responsibility of CCI, the Customer/Purchaser of this Proposal and Contract shall bear the cost for replacement of said materials.
17. Paving is to be performed in one mobilization unless stated otherwise, or CCI chooses to mobilize more than once for their convenience.
18. Asphalt takes time to cure. Tire tracks will occur from time to time and it is normal. Next tire track usually levels the area out.
19. Paving on new asphalt will leave tire indentions so it is advised to not do so for as long as possible.
20. Seal coating large areas of new asphalt will not be done until at least 30 days. If the Customer/Purchaser insists on doing so, CCI will not be held responsible for sealer not adhering due to the amount of oils in new asphalt.
21. Asphalt placed either new construction or an overlay that isn't edged by concrete will break at edges due to not being supported.
22. Edges of overlaid areas will tend to crack if overlay extends past existing asphalt, this is also normal.
23. If there are small quantities of concrete on the asphalt due to curb/and or sidewalk replacement/ and if quality of the concrete work is 110% as usual, you may have some concrete stains on the asphalt as a product of forward progress.
24. Unless otherwise stated, our concrete is plant mixed, not from bags, as other contractors may base lower prices on
25. Unless otherwise stated, asphalt depths mentioned in above scope are before compaction.
26. CCI will not be responsible for water ponding on paving projects where less than 1.5% positive drainage can be achieved based on the existing grades and relief points. Our paving is also only as flat as the base, and if it's prepared by others we cannot be responsible for the outcome if it is less than perfect.
27. Paving performed during inclement weather conditions can cause esthetic and structural asphalt imperfections. Cold, frost, rain, winds, snow and moisture can all cause imperfections and defects. Paving performed under these conditions will be done so, at the Customer/Purchasers request and responsibility only. Any corrective repair work due to paving in these conditions will be performed solely at the Customer/Purchasers expense.
28. Seal coating when temperatures are below 50°F and rising, may have undesired effects on color and durability of seal coat. If, at the request of the Customer/Purchaser, this is performed, CCI will not be held responsible for the undesired outcome. Usually variations in color will eventually blend in. In the event we have to return in warmer weather the Customer/Purchaser will bear the full expense.
29. Tire scuffs in sealer are normal for the first couple weeks until product cures. This is normal and will all blend in after a month or so.
30. If during seal coating or any repairs above, a tow truck isn't on standby, to remove unwanted vehicles at the Customer/Purchasers expense, and we have to remobilize to complete the project, Customer/Purchaser will bear the full expense of this additional mobilization. This includes any items that may have to be moved, dumpsters etc.
31. All paving prices listed in this proposal and contract are based on the current NCDOT/SCDOT Asphaltic Cement and Fuel Price Index at the date of this proposal and contract. Should the index increase prior to, or during any paving operations, the additional increase to the Customer/Purchaser will be billed at a rate of \$0.25 per ton installed for every \$1.00 increase in the NCDOT Asphaltic Cement and Fuel Price Index. No credits will be given for reductions in the index unless our suppliers extend an equal and respective credit.
32. All prices are based on current fuel prices. Substantial changes in fuel prices will affect above pricing. This has rarely occurred.
33. Prices shown are based on package, if it applies. Individually they may be higher. Example: If we are contracted to crack fill without seal coating, crack filling will usually cost more
34. All utilities both public and private to be located prior to work beginning. CCI will not be held liable for unmarked items
35. CCI will not be held liable for surrounding turf/landscape, concrete or asphalt damaged due to scope above or weight of equipment
36. Price includes labor and material. CCI will provide a 1-year warranty (Except normal wear)
37. General Liability/Worker Compensation Certificate of Insurance is available upon request

Understanding and Acceptance of Above Exclusions & Clarifications _____

Initial Above

TERMS, CONDITIONS, DATES AND ACCEPTANCE ON FOLLOWING PAGES

TERMS AND CONDITIONS PAGE

CONTRACT TERMS & CONDITIONS

1. This Proposal and Contract becomes effective as a contract, after the Customer/Purchaser, and the Seller have both executed its acceptance. Conditions which are not incorporated in this contract will not be recognized unless made in writing and approved by both the Customer/Purchaser and the Seller's signature. No modification or transfer of this contract after its acceptance shall be binding upon the Seller, unless made in writing and signed by the Seller or by one of the Seller's Officers.
2. This proposal may be withdrawn pending the results of a credit investigation, or it may be necessary to post a bond or establish an escrow account with sufficient funds, and a guarantee of payment upon completion of our work, or established contract payment terms as detailed above.
3. Quantities stated above are approximate only. Payment will be based on actual field measurements. A reduction in quantities may result in an increase in unit prices.
4. Prices listed in this proposal and contract shall be valid for 30 days.
5. Prices do include sales tax. (if applicable)
6. Invoices will be rendered as detailed above, or monthly whichever comes first. Payments not received within 30 days of invoice date will be subject to a 1 1/2% monthly and 18% annual interest charge, which will be added to monthly statements. Full payment for principal and interest is personally guaranteed by the individual signatory purchaser of this contract, as well as the company they represent.
7. Withholding of retainage on invoiced work will constitute a breach of contract unless retainage is specifically detailed in the payment terms listed above.
8. Final payment in full is required within 7 days net of contract completion invoice, unless detailed earlier above. Payments not received within 30 days of invoice date will be subject to a 1 1/2% monthly and 18% annual interest charge, which will be added to monthly statements. Again, full payment for principal and interest is personally guaranteed by the individual signatory Customer/Purchaser of this contract, as well as the company they represent.
9. In the event of non, or late payment by the Customer/Purchaser, the contract shall be considered breached by the Customer/Purchaser, and any and all legal means will be pursued to the fullest extent of NC law to recover any uncollected funds, additionally the signatory of this Proposal and Contract agrees that by signing and authorizing this contract accept that they will be responsible for and reimburse any legal, or collection agency fees incurred by the Seller, as per NC GS 44A-35.

Understanding and Acceptance of Above Contract Terms & Conditions _____

Initial Above

ESTIMATED CONTRACT WORK DATES AND DURATION

Contract Start Date: _____	Purchaser Initials _____	CCI Initials _____
Contract Duration: _____	Purchaser Initials _____	CCI Initials _____
Contract Completion Date: _____ (Weather Permitting)	Purchaser Initials _____	CCI Initials _____

CONTRACT ACCEPTANCE ON FOLLOWING PAGE
CONTRACT ACCEPTANCE PAGE



SMI Paving
1702 Charlotte Hwy.
Lancaster, SC 29720
803.548.7772
704.587.9188
803.286.8021 (f)



CONTRACT

CONTRACT REVISED 3/16/2020

March 11, 2020

Bryon Russell
Brilin Electric
P: 704-904-1775
E: bryon@brilinelectric.com; brilinelectric@aol.com

Job Site: 2180 Carolina Place Dr., Fort Mill SC 29708

Thank you for the opportunity to bid your paving needs. Please refer to our website to view photo samples of our work (www.smipaving.net). We propose to complete the following:

PATCH AREA TO LOADING DOCK

- Dig out approx. 30'X12' existing asphalt area and compact sub-grade
- Patch back same area with approx. 2.5" of hot mix asphalt
- Compact asphalt

TOTAL: \$2,900.00

*** 30% Mobilization Deposit Due Upon Signing of Contract ***
Credit Cards can be taken with a minimum 4% service fee
\$2,500.00 remobilization fee due to delays caused by client
*** Balance due upon completion ***

Please continue to next page:

All Equipment, Labor, and Materials shall be supplied by SMI Paving and guaranteed with a 1-year warranty.

Asphalt Price increases will be followed by the NCDOT Asphalt Liquid index (www.ncdot.org)

For inadequate sub-grade areas in question, SMI Paving will post pone construction and request an onsite field meeting with the client representative or designee to discuss the sub-grade failures that will impact and compromise the final asphalt surface. Possible change orders for unanticipated work will be written for additional repair costs, agreed upon and signed by all parties involved in this contract before work continues. Client will be responsible to make payment for all mutually agreed upon and signed change orders at the completion and satisfaction of the project.

For extra stone or select back fill material required due to inadequate sub-grade, the price will be \$49.50 per ton plus excavation, grading & dumping fees.

SMI Paving will call for Utility Locates before starting work on projects and will not be responsible for any unmarked utilities or utilities that have been installed at improper depth regulations

SMI PAVING IS NOT RESPONSIBLE FOR;

- Work delays due to weather
- Damages created by acts of God
- Pre-existing cracks in asphalt surface due to inadequate asphalt thickness and or poor sub-grade condition
- Rough asphalt due to asphalt product defect or manufacturing
- Tire marks created by vehicles turning on new asphalt surface
- Underground utilities; power lines, gas lines, water/sewer lines, communication lines under the areas for asphalt resurfacing, asphalt milling, asphalt repair
- Inadequate sub-grade condition that has created existing asphalt surface failures
 1. Inadequate or poor storm water drainage in underground pipes or open ditches, including puddles/ standing water
 2. Soils that do not drain well or are saturated with ground water. SMI can't guarantee 100% drainage
 3. Bio-degradable materials i.e., stumps, construction building materials, etc.
- Pre-existing and or final grading of sub-grade prior to resurfacing
- Permits, survey fees, testing fees, or inspection fees

Any part of your scope of work that is overlooked is the client's responsibility to bring to SMI's attention immediately. Acceptance of contracts for the above prices and specifications are satisfactory & accepted. If not satisfied and legal action is necessary, Lancaster, South Carolina will be the legal jurisdiction and purchaser will be responsible. Both parties agree that SMI Paving will complete the above work as specified.

CONTRACT PRICE WILL ONLY BE GOOD FOR 30 DAYS FROM DATE OF QUOTE

-SMI PAVING RESERVES THE RIGHT TO WITHDRAW CONTRACT AT ANY TIME FOR ANY REASON-

Please sign and return by fax or email. Thank you.

Accepted by: _____ Date: _____

Accepted by: *Gail M. Smith*

Date: 3/11/2020

Gail M. Smith, Owner



Decker Inspections and Contracting Services, Inc.
15105-D John J. Delaney Drive, Suite 347
Charlotte, NC 28277-2741

Estimate

Ref. 2180 Carolina place

Brilin electric

3/13/2020

- | | | |
|----|-------------------------------------|------------|
| 1. | Repair of drywall in warehouse area | \$1500.00 |
| 2. | Painting of office area | \$ 1200.00 |

Total	\$2700.00
-------	-----------

DEFENDANT'S
EXHIBIT

10

WELLS FARGO

Check Details

Check Number 5229
Date Posted 09/11/19
Check Amount \$3,182.70

Account: BILIN ELECTRIC		PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER	
BRYON RUSSELL 351 THORNHILL ST FORT MILL, SC 29711-7606		Please Direct Any Questions To: Online Bill Payment Processing Center (800) 243-2508	
		\$3,182.70 776532 0000005229 September 03, 2019	
WELLS FARGO BANK			
MEMO: Bilin Electric			
Pay THREE THOUSAND ONE HUNDRED EIGHTY TWO AND 70/100		Dollars \$3,182.70	
To The Order Of	CAROLINA REAL ESTATE HOLDINGS 151050 JOHN J DELANEY DR STE 347 CHARLOTTE, NC 28277-2741		
		Void After 180 DAYS. Signature On File This check has been authorized by your depositor	

Seq: 135 Batch: 410345 Date: 09/11/19		50146471	
Seq: 48158 09/11/19 BAT: 410345 CO: 895747810 RT: 41 LTPS: Atlanta ET BC: North Kings Highway SC 501-351		PAY TO THE ORDER OF BANK OF AMERICA FORT MILL, SC 29715-1600 FOR DEPOSIT ONLY CAROLINA REAL ESTATE HOLDINGS LLC 22001758870 DO NOT WRITE STAMPS OR SIGN BELOW THIS LINE RETURN TO THE FINANCIAL INSTITUTION ISSUING	

For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.

You can see full or partial fronts and backs of the images by using the link at the top of the window.

Equal Housing Lender

BRILIN 000051

ROA00972

DEFENDANT'S
EXHIBIT

11

BANK OF AMERICA, N.A.
EAST RETURN ITEMS

Page 001 of 001
Bank : 00005
Center :
Divider: 141
Code : 5 M

>000436 4611406 0001 001239 102
CAROLINA REAL ESTATE HOLDINGS LLC
15105-D JOHN J. DELANEY DR STE 347
CHARLOTTE NC 28277
US

Deposit account:xxxxxxxxxx3810
Charge account :xxxxxxxxxx3810
Store/Reference:00000000000000

Dear Valued Customer:

Date of Notice: 07-27-2020

We're writing to notify you that the item or items listed below, which were deposited to your account, have been returned unpaid. As a result, we've deducted them from your account. Please adjust your account records by subtracting the total shown below.

Number of returned items:	1
Amount of returned item(s):	3,182.78
Return item fee:	12.88
Total:	3,195.66

Sequence/ Dep Date	ABA Number/ Dep Amount	Maker Name/ Check Date	Return Reason/ Additional Data	Amount
2833127655 7/23/2020	0710-0880 3,182.70		Stop Payment	3,182.70

If you have any questions or need additional information, please contact one of our Customer Service Representatives at 1.800.432.1000. We appreciate your business and look forward to serving you in the future.

Sincerely,
Returns & Exceptions

ROA00973



FORM 11/14/16 005851 001703 0000/0000

111012822
07/27/2020
3012994399

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

RETURN REASON-C
STOP PAYMENT

20330001
141
1
00403

730900027
07/24/2020
071000806

STOP PAYMENT

ACCOUNT: BLIN ELECTRIC		Please Direct Any Questions To 877-246-7023 Payment Processing Center P.O. Box 1418 Greenville, SC 29615-4118		\$3,182.70
Pay TO THE ORDER OF CAROLINA REAL ESTATE HOLDINGS 155012 KIMM J DELANEY DR STE 347 CHARLOTTE, NC 28227-2241		NORTHERN TRUST 9000 WILSON RD STE 200 GREENVILLE, SC 29615-4118		0071345968 October 11, 2019
Pay THREE THOUSAND ONE HUNDRED EIGHTY TWO AND 70/100				DOLLARS
TO THE ORDER OF				\$3,182.70
REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS.				
AUTHORIZED SIGNATURE				

#0071345968# #071000806# 0035110054#

#71345966# 4:071000806#

35110054# #0000318270# ROA00974



From: Bryon <bryon@brilinelectric.com>
Sent: Wednesday, April 22, 2020 11:11 AM
To: Nathan White
Subject: FW: Text received

[EXTERNAL EMAIL]

From: Frank Jackson <frank@deckernational.com>
Sent: Monday, August 12, 2019 3:59 PM
To: Bryon <bryon@brilinelectric.com>
Cc: brad@deckernational.com
Subject: RE: Text received

Bryon,

The deduction for the rental of a lift during the paving project is a violation of the terms of your lease and that is why you were sent the eviction notice.

We told you this on several occasions during the parking lot repaving. This could have been avoided had you decided to work with us.

Please refer to section 3 (late charge) and Events of Default and Remedies thereof in sections 17 and 19.

Sent from Mail for Windows 10

From: Bryon
Sent: Monday, August 12, 2019 2:47 PM
To: Frank
Subject: RE: Text received

2,037.95

Deducting for the lift -1,144.75

She should have sent you paperwork but she paid you though ach.

Would you like me to send you the paid receipt?

Bryon

-----Original Message-----

From: Frank <frank@deckernational.com>
Sent: Monday, August 12, 2019 12:34 PM
To: Bryon <bryon@brilinelectric.com>
Subject: Re: Text received

How much was your August rent check?

Sent from my iPhone

Frank Jackson

> On Aug 12, 2019, at 11:45 AM, Bryon <bryon@brililinelectric.com> wrote:

>

> I just received this from Brad not sure why?

>

> (1/4) This notice serves as your eviction notice due to short paid

> rent, damages to our property both inside and out. Please be advised

> that our attorney is tak

> (2/4) ing all the necessary steps to enforce the leased and your violations with the courts.

> Should you like to resolve your outstanding issues to avoid additional

> (3/4) fees per your lease

> Along with damages please contact Frank Jackson ASAP failure to here

> from you by will Only secure our Petition Petition To the

> (4/4) courts.

>

>

> Please advise there are no damages outside and everything inside will be taken care of before we move out?

>

>

> Thanks

>

>

> Bryon

>

>

>

>

>

>

>

> Sent from my iPhone



Countywide Commercial
Charlotte's Pavement Solutions Company

DEFENDANT'S
EXHIBIT

13

September 18, 2019

Wayne Schulte
Carolina Real Estate Holdings, LLC
Goose Creek, SC
wayne@deckernational.com

The cost of the repair that you ask about is \$1,500.00 per what I saw in the pictures that were forwarded to me. This cost is subject to change once we get on site to make the repairs if the work is more extensive.

Regards,

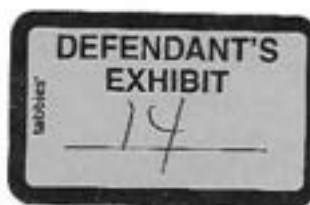
Satwinder Singh

AsphaltCharlotte.Com
3514 Robinson Cir, Charlotte, NC 28206
Mailing address: 2033 Seefin Ct Indian Trail, NC 28079
Tel: 704-344-8485 Fax: 704-296-2579

PICTURES, PROJECT EXCLUSIONS & CLARIFICATIONS ON FOLLOWING PAGES

1 | Page

ROA00977



From: Steve Dluzneski <steve.dluzneski@hamiltonmartens.com>
Sent: Tuesday, April 14, 2020 8:47 PM
To: Nathan White
Cc: Ryan Hoffman
Subject: FW: Fwd: CREH v. Brilin Electric
Attachments: Countrywide Commercial Paving Contract.pdf

[EXTERNAL EMAIL]

Nathan:

Please see the attached contract from Countywide Commercial from when CREH first had the asphalt work done last year. Provision #36 of the attached contract, according to my client, contains the warranty language related to the one-year warranty that I mentioned yesterday.

Thanks,

Steve

From: Nathan White <Nathan@alexanderricks.com<mailto:Nathan@alexanderricks.com>>
Date: April 13, 2020 at 9:26:00 AM EDT
To: Steve Dluzneski <steve.dluzneski@hamiltonmartens.com<mailto:steve.dluzneski@hamiltonmartens.com>>
Cc: Ryan Hoffman <ryan@alexanderricks.com<mailto:ryan@alexanderricks.com>>, Nathan White <Nathan@alexanderricks.com<mailto:Nathan@alexanderricks.com>>
Subject: Re: CREH v. Brilin Electric

Steve,

Additional info - your client's quote was only for 1 door. My client is replacing two doors for less than Overhead's quote for one and it's a superior product.

Do we have LL's permission to install the doors?

Also, would you like Tenant to do the asphalt patch?

We need answers today

R, Nathan

On Apr 9, 2020, at 3:52 PM, Nathan White <Nathan@alexanderricks.com<mailto:Nathan@alexanderricks.com>> wrote:

Hi Steve,

I got my answers quicker than I anticipated.

I spoke with our garage door installer and he compared his model and the model Overhead quoted your client. Both doors are made of the same 26 gauge steel, but there are differences which make the Amarr doors the better choice. The doors my client has ordered and is ready to install are the same type as the doors currently installed, rolling sheet doors, they will be the same color, and they are both insulated. The DuraServ Model 600 doors are a different type, slats, come in only brown or white, and are not insulated. In sum, my client's doors will be the same in every way to what is already on there and the doors your client was to install will look different, be a different color, and will not be insulated.

Based on this, I am asking again that your client approve the installation of the doors my client has purchased and that are ready to be installed next Wednesday.

R, Nathan

Nathan A. White

Counsel

<image001.jpg>

1420 E. 7th Street, Suite 100

Charlotte, NC 28204

Direct: (980) 498-6105

Main: (704) 365-3656

Fax: (704) 365-3676

E-mail: nathan@AlexanderRicks.com<mailto:nathan@AlexanderRicks.com>

Website: [www.AlexanderRicks.com](http://www.alexanderricks.com/)<http://www.alexanderricks.com/>

Licensed in North Carolina and South Carolina

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From: Nathan White

Sent: Thursday, April 09, 2020 3:36 PM

To: Steve Dluzneski <steve.dluzneski@hamiltonmartens.com><mailto:steve.dluzneski@hamiltonmartens.com>>

Cc: Ryan Hoffman <ryan@alexanderricks.com><mailto:ryan@alexanderricks.com>>; Nathan White <Nathan@alexanderricks.com><mailto:Nathan@alexanderricks.com>>

Subject: RE: CREH v. Brilin Electric

Steve,

I'll get back to you on the garage doors. My understanding is what Brilin intends to install are comparable and like-quality to the doors being replaced. Let me get more color and follow-up with you. I'm also trying to get an understanding of whether Overhead's doors are like-quality or greater than what is already in place.

Also, in addition to the other invoices, you were going to send me COIs that needed additional insureds added to them. Please send those over so we can take care of those.

R, Nathan

Nathan A. White

Counsel

<image001.jpg>

1420 E. 7th Street, Suite 100

Charlotte, NC 28204

Direct: (980) 498-6105

Main: (704) 365-3656

Fax: (704) 365-3676

E-mail: nathan@AlexanderRicks.com<<mailto:nathan@AlexanderRicks.com>>

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From: Steve Dluzeski <steve.dluzeski@hamiltonmartens.com><<mailto:steve.dluzeski@hamiltonmartens.com>>>
Sent: Wednesday, April 08, 2020 4:34 PM
To: Nathan White <Nathan@alexanderricks.com><<mailto:Nathan@alexanderricks.com>>>
Cc: Ryan Hoffman <ryan@alexanderricks.com><<mailto:ryan@alexanderricks.com>>>
Subject: RE: CREH v. Brilln Electric

[EXTERNAL EMAIL]

Nathan:

I've forwarded your email below to my clients to review and discuss amongst themselves and then to discuss with me. Once I speak with my clients about the various issues raised in your email below, I will follow up with you. However, regarding the roll up doors that your client proposes to install at the warehouse, my clients have forwarded a copy of the invoice and brochure that you sent to me to Overhead Doors, and it sounds like the doors that your client wants to install are "light duty" doors that are commonly installed on storage units, etc. They are apparently not the commercial-grade doors that your client damaged and that the damaged doors need to be replaced with. I've asked my clients to send me documentation/ a statement from Overhead Doors confirming all of this, but this is the information that I just received from my client on the phone. If the doors that your client proposes to install at the warehouse are

not like-quality doors to the ones that were damaged, I believe that that would be a reasonable basis for my clients to withhold their consent. What is your client's objection to having the roll up doors replaced by Overhead Doors, which is the company that my clients would prefer to complete the work? I'll follow up with you on the other points in your email as soon as I hear back from my clients.

Thank you,

Steve D. Dluzneski

Hamilton Martens, LLC

Attorneys at Law
241 Oakland Avenue (29730)
Post Office Box 10940 (29731)
Rock Hill, South Carolina
Direct Dial: 803.329.7672
Facsimile: 803.329.7678

www.hamiltonmartens.com<<http://www.hamiltonmartens.com/>>

steve.dluzneski@hamiltonmartens.com<<mailto:steve.dluzneski@hamiltonmartens.com>>

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From: Nathan White <Nathan@alexanderricks.com<<mailto:Nathan@alexanderricks.com>>>
Sent: Wednesday, April 8, 2020 4:08 PM
To: Steve Dluzneski <steve.dluzneski@hamiltonmartens.com<<mailto:steve.dluzneski@hamiltonmartens.com>>>
Cc: Ryan Hoffman <ryan@alexanderricks.com<<mailto:ryan@alexanderricks.com>>>; Nathan White <Nathan@alexanderricks.com<<mailto:Nathan@alexanderricks.com>>>
Subject: RE: CREH v. Brilin Electric

Steve,

Checking in on approval for installation of the doors. We have the contractor lined up ready to go next week, Wednesday.

I had an opportunity to inspect the premises today and I have to tell you honestly that I don't understand why we are in litigation. The doors will be repaired next week, and the asphalt if your client so desires (more below), the drywall is done, and the carpets and walls in the office area will be good as new once Tenant moves out.

My client today lined up the asphalt person to come next Tuesday. Tenant would still like to patch the asphalt as a good-faith gesture to rectify this matter and have you drop the lawsuit. Our position is that the asphalt is a capital

improvement and it deteriorated through normal wear and tear because the base (if there is any) and asphalt depth was not sufficient for commercially reasonable and known uses of that surface area by Tenant. I also personally think it was a bad install job. It's clear water was ponding where there's deterioration, which basically wore down over a short period of time due to normal use. I think it's a bad install job because the ponding areas are in random spots in the middle of the surface. That tells me someone didn't properly level the subgrade and/or put down an improper subgrade. One where there's rutting, I can't tell if it's dirt from sediment accumulation or if that is the actual subgrade, meaning the contractor didn't even put down a base.

If you do not want us to patch that asphalt, then please let me know immediately so I can have my client cancel the job.

Please let me know if you will be sending the \$18K in quotes/invoices.

Once we have everything fixed up mentioned above, that leaves those three cracked bricks at the top right corner of the side garage door and who knows what caused those, but they're so high up, I can't imagine our client had anything to do with that or how you would even prove our client had something to do with that. And did I mention it's three bricks?

Would your client directly or through the property manager like to come inspect the drywall? If you're client doesn't want to come up from Charleston, that's fine, but the PM can come over anytime and inspect.

R, Nathan

Nathan A. White

Counsel

<Image001.jpg>

1420 E. 7th Street, Suite 100

Charlotte, NC 28204

Direct: (980) 498-6105

Main: (704) 365-3656

Fax: (704) 365-3676

E-mail: nathan@AlexanderRicks.com<<mailto:nathan@AlexanderRicks.com>>

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From: Nathan White

Sent: Monday, April 06, 2020 10:08 AM

To: Steve Dluzeski <steve.dluzeski@hamiltonmartens.com><<mailto:steve.dluzeski@hamiltonmartens.com>>>

Cc: Ryan Hoffman <ryan@alexanderricks.com><<mailto:ryan@alexanderricks.com>>>

Subject: RE: CREH v. Brilin Electric

Thanks, Steve.

R, Nathan

Nathan A. White

Counsel

<image001.jpg>

1420 E. 7th Street, Suite 100

Charlotte, NC 28204

Direct: (980) 498-6105

Main: (704) 365-3656

Fax: (704) 365-3676

E-mail: nathan@AlexanderRicks.com<<mailto:nathan@AlexanderRicks.com>>

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From: Steve Dluzneski <steve.dluzneski@hamiltonmartens.com><<mailto:steve.dluzneski@hamiltonmartens.com>>>
Sent: Monday, April 06, 2020 10:07 AM
To: Nathan White <Nathan@alexanderricks.com><<mailto:Nathan@alexanderricks.com>>>
Cc: Ryan Hoffman <ryan@alexanderricks.com><<mailto:ryan@alexanderricks.com>>>
Subject: RE: CREH v. Brillin Electric

[EXTERNAL EMAIL]

Nathan:

That is what I understand from my phone call with Brad Decker this morning. If that position changes, I will let you know.

Thank you,

Steve D. Dluzneski

Hamilton Martens, LLC

Attorneys at Law
241 Oakland Avenue (29730)
Post Office Box 10940 (29731)
Rock Hill, South Carolina
Direct Dial: 803.329.7672
Facsimile: 803.329.7678

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steve.dluzneski@hamiltonmartens.com<<mailto:steve.dluzneski@hamiltonmartens.com>>

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From: Nathan White <Nathan@alexanderricks.com>
Sent: Monday, April 6, 2020 10:02 AM
To: Steve Dluzneski <steve.dluzneski@hamiltonmartens.com>
Cc: Ryan Hoffman <ryan@alexanderricks.com>; Nathan White <Nathan@alexanderricks.com>
Subject: RE: CREH v. Brilin Electric

Steve,

So I'm clear, your clients do not want to have an on-site meeting at any point, correct?

We'll look at for your note on the doors later today.

R, Nathan

Nathan A. White

Counsel

<Image001.jpg>

1420 E. 7th Street, Suite 100

Charlotte, NC 28204

Direct: (980) 498-6105

Main: (704) 365-3656

Fax: (704) 365-3676

E-mail: nathan@AlexanderRicks.com<<mailto:nathan@AlexanderRicks.com>>

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From: Steve Dluzeski <steve.dluzeski@hamiltonmartens.com><<mailto:steve.dluzeski@hamiltonmartens.com>>>
Sent: Monday, April 06, 2020 9:58 AM
To: Nathan White <Nathan@alexanderricks.com><<mailto:Nathan@alexanderricks.com>>>
Cc: Ryan Hoffman <ryan@alexanderricks.com><<mailto:ryan@alexanderricks.com>>>
Subject: RE: CREH v. Brilin Electric

[EXTERNAL EMAIL]

Hi Nathan:

I just got off of the phone with my client, and it sounds like we won't be able to have the meeting today. I understand that Brad Decker, the president of Carolina Real Estate Holdings who was present for the site visit last fall, is not local, and with the current COVID-19 situation, they would feel more comfortable keeping everything remote at this point. So, unfortunately, the site meeting is not going to happen. We are still looking into the roll up door point based on

the brochure and the invoice that you emailed to me on Friday, and I hope to have an answer to you on that later on today.

Thank you,

Steve D. Dluzneski

Hamilton Martens, LLC

Attorneys at Law
241 Oakland Avenue (29730)
Post Office Box 10940 (29731)
Rock Hill, South Carolina
Direct Dial: 803.329.7672
Facsimile: 803.329.7678

www.hamiltonmartens.com<<http://www.hamiltonmartens.com/>>

steve.dluzneski@hamiltonmartens.com<<mailto:steve.dluzneski@hamiltonmartens.com>>

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From: Nathan White <Nathan@alexanderricks.com<<mailto:Nathan@alexanderricks.com>>>
Sent: Monday, April 6, 2020 9:24 AM
To: Steve Dluzneski <steve.dluzneski@hamiltonmartens.com<<mailto:steve.dluzneski@hamiltonmartens.com>>>
Cc: Ryan Hoffman <ryan@alexanderricks.com<<mailto:ryan@alexanderricks.com>>>; Nathan White <Nathan@alexanderricks.com<<mailto:Nathan@alexanderricks.com>>>
Subject: RE: CREH v. Brilln Electric

Hi Steve,

How are we looking for meeting today?

R, Nathan

Nathan A. White

Counsel

<image001.jpg>

1420 E. 7th Street, Suite 100

Charlotte, NC 28204

Direct: (980) 498-6105

Main: (704) 365-3656

Fax: (704) 365-3676

E-mail: nathan@AlexanderRicks.com<<mailto:nathan@AlexanderRicks.com>>

Website: www.AlexanderRicks.com<<http://www.alexanderricks.com/>>

Licensed in North Carolina and South Carolina

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From: Nathan White <Nathan@alexanderricks.com<<mailto:Nathan@alexanderricks.com>>>

Sent: Friday, April 03, 2020 5:00 PM

To: Steve Dluzneski <steve.dluzneski@hamiltonmartens.com<<mailto:steve.dluzneski@hamiltonmartens.com>>>

Cc: Ryan Hoffman <ryan@alexanderricks.com<<mailto:ryan@alexanderricks.com>>>; Nathan White <Nathan@alexanderricks.com<<mailto:Nathan@alexanderricks.com>>>

Subject: RE: CREH v. Brilin Electric

Steve,

Anytime between 10 & 5 will work on Monday. Let me know what works for your side.

R, Nathan

Nathan A. White

Counsel

<image001.jpg>

1420 E. 7th Street, Suite 100

Charlotte, NC 28204

Direct: (980) 498-6105

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From: Steve Dluzneski <steve.dluzneski@hamiltonmartens.com<mailto:steve.dluzneski@hamiltonmartens.com>>
Sent: Friday, April 03, 2020 3:20 PM
To: Nathan White <Nathan@alexanderricks.com<mailto:Nathan@alexanderricks.com>>
Cc: Ryan Hoffman <ryan@alexanderricks.com<mailto:ryan@alexanderricks.com>>
Subject: RE: CREH v. Brilin Electric

[EXTERNAL EMAIL]

Thank you.

Steve D. Dluzneski

Hamilton Martens, LLC

Attorneys at Law
241 Oakland Avenue (29730)
Post Office Box 10940 (29731)
Rock Hill, South Carolina
Direct Dial: 803.329.7672
Facsimile: 803.329.7678

www.hamiltonmartens.com<<http://www.hamiltonmartens.com/>>

steve.dluzneski@hamiltonmartens.com<<mailto:steve.dluzneski@hamiltonmartens.com>>

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From: Nathan White <Nathan@alexanderricks.com<mailto:Nathan@alexanderricks.com>>
Sent: Friday, April 3, 2020 3:19 PM
To: Steve Dluzneski <steve.dluzneski@hamiltonmartens.com<mailto:steve.dluzneski@hamiltonmartens.com>>
Cc: Ryan Hoffman <ryan@alexanderricks.com<mailto:ryan@alexanderricks.com>>
Subject: RE: CREH v. Brilin Electric

Here it is.

R, Nathan

Nathan A. White

Counsel

<image001.jpg>

1420 E. 7th Street, Suite 100

Charlotte, NC 28204

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Main: (704) 365-3656

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From: Steve Dluzeski <steve.dluzeski@hamiltonmartens.com<<mailto:steve.dluzeski@hamiltonmartens.com>>>
Sent: Friday, April 03, 2020 3:18 PM
To: Nathan White <Nathan@alexanderricks.com<<mailto:Nathan@alexanderricks.com>>>
Cc: Ryan Hoffman <ryan@alexanderricks.com<<mailto:ryan@alexanderricks.com>>>
Subject: RE: CREH v. Brilin Electric

[EXTERNAL EMAIL]

Nathan:

The garage door quote was not attached to this email. Would you please resend it? I'm also still waiting for a response from my side about the site visit on Monday, but I will let you know as soon as I hear from them.

Thank you,

Steve D. Dluzneski

Hamilton Martens, LLC

Attorneys at Law
241 Oakland Avenue (29730)
Post Office Box 10940 (29731)
Rock Hill, South Carolina
Direct Dial: 803.329.7672
Facsimile: 803.329.7678

www.hamiltonmartens.com<<http://www.hamiltonmartens.com/>>

steve.dluzneski@hamiltonmartens.com<<mailto:steve.dluzneski@hamiltonmartens.com>>

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From: Nathan White <Nathan@alexanderricks.com><<mailto:Nathan@alexanderricks.com>>>
Sent: Friday, April 3, 2020 2:50 PM
To: Steve Dluzneski <steve.dluzneski@hamiltonmartens.com><<mailto:steve.dluzneski@hamiltonmartens.com>>>
Cc: Ryan Hoffman <ryan@alexanderricks.com><<mailto:ryan@alexanderricks.com>>>; Nathan White <Nathan@alexanderricks.com><<mailto:Nathan@alexanderricks.com>>>
Subject: RE: CREH v. Brillin Electric

Steve,

Here is the garage door quote, as promised. I'm still confirming Monday for the site visit.

R, Nathan

Nathan A. White

Counsel

<image001.jpg>

1420 E. 7th Street, Suite 100

Charlotte, NC 28204

Direct: (980) 498-6105

Main: (704) 365-3656

Fax: (704) 365-3676

E-mail: nathan@AlexanderRicks.com<<mailto:nathan@AlexanderRicks.com>>

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From: Steve Dluzneski <steve.dluzneski@hamiltonmartens.com><<mailto:steve.dluzneski@hamiltonmartens.com>>>
Sent: Friday, April 03, 2020 2:06 PM
To: Nathan White <Nathan@alexanderricks.com><<mailto:Nathan@alexanderricks.com>>>
Cc: Ryan Hoffman <ryan@alexanderricks.com><<mailto:ryan@alexanderricks.com>>>
Subject: RE: CREH v. Brilin Electric

[EXTERNAL EMAIL]

Thank you, Nathan, and it was very nice to speak with you, too. I have relayed the content and substance of our phone conversation this morning to my clients, and I will be back in touch with you once I've heard back from them.

Steve D. Dluzneski

Hamilton Martens, LLC

Attorneys at Law
241 Oakland Avenue (29730)
Post Office Box 10940 (29731)
Rock Hill, South Carolina
Direct Dial: 803.329.7672
Facsimile: 803.329.7678

www.hamiltonmartens.com<<http://www.hamiltonmartens.com/>>

steve.dluzneski@hamiltonmartens.com<<mailto:steve.dluzneski@hamiltonmartens.com>>

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From: Nathan White <Nathan@alexanderricks.com><<mailto:Nathan@alexanderricks.com>>>
Sent: Friday, April 3, 2020 12:05 PM
To: Steve Dluzneski <steve.dluzneski@hamiltonmartens.com><<mailto:steve.dluzneski@hamiltonmartens.com>>>
Cc: Ryan Hoffman <ryan@alexanderricks.com><<mailto:ryan@alexanderricks.com>>>; Nathan White <Nathan@alexanderricks.com><<mailto:Nathan@alexanderricks.com>>>
Subject: RE: CREH v. Brillin Electric

Steve,

Very good talking to you. Here's where we are on documents to exchange and other to-do's.

You:

1. Send me the COI(s) that need(s) your folks added as an additional insured
2. Invoices/Estimates for the damages alleged in the Complaint

Me:

1. Get your folks added as additional insured on any COIs
2. A quote for repairing/replacing the doors
3. Paving Quote, if my folks will approve
4. Permission from my folks for LL to come on site for an inspection (preferably Monday)

Per #2, I am attaching a brochure from the contractor Brilin has engaged to fix the doors. Southern Fireplace & Garage Door is the contractor. Pursuant to Section 11(a) of the Lease, Tenant requests Landlord's approval of this contractor to proceed with the repairs, which are estimated in excess of \$3,000. As noted in our call, while not expressly stated, we believe LL may not unreasonably withhold its approval and any unreasonable withholding of approval will be treated as a breach of the lease or, alternatively, of the implied covenant of good faith and fair dealing. Please let me know as soon as possible whether LL approves use of Southern Fireplace & Garage Door. If you need the invoice before approval, understood. I'll get that as soon as I have it. FYI, the color of the new will be buckskin (see .pdf page 3).

I'll follow-up on points #3 and #4 today.

R, Nathan

Nathan A. White

Counsel

<image001.jpg>

1420 E. 7th Street, Suite 100

Charlotte, NC 28204

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Main: (704) 365-3656

Fax: (704) 365-3676

E-mail: nathan@AlexanderRicks.com<mailto:nathan@AlexanderRicks.com>

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From: Steve Dluzneski <steve.dluzneski@hamiltonmartens.com<mailto:steve.dluzneski@hamiltonmartens.com>>
Sent: Friday, April 03, 2020 10:10 AM
To: Nathan White <Nathan@alexanderricks.com<mailto:Nathan@alexanderricks.com>>
Cc: Ryan Hoffman <ryan@alexanderricks.com<mailto:ryan@alexanderricks.com>>
Subject: RE: CREH v. Brillin Electric

[EXTERNAL EMAIL]

Yes, I am.

Steve D. Dluzneski

Hamilton Martens, LLC

Attorneys at Law
241 Oakland Avenue (29730)
Post Office Box 10940 (29731)
Rock Hill, South Carolina
Direct Dial: 803.329.7672
Facsimile: 803.329.7678

[www.hamiltonmartens.com<http://www.hamiltonmartens.com/>](http://www.hamiltonmartens.com/)

[steve.dluzneski@hamiltonmartens.com<mailto:steve.dluzneski@hamiltonmartens.com>](mailto:steve.dluzneski@hamiltonmartens.com)

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From: Nathan White <Nathan@alexanderricks.com<mailto:Nathan@alexanderricks.com>>
Sent: Friday, April 3, 2020 10:09 AM
To: Steve Dluzneski <steve.dluzneski@hamiltonmartens.com<mailto:steve.dluzneski@hamiltonmartens.com>>
Cc: Ryan Hoffman <ryan@alexanderricks.com<mailto:ryan@alexanderricks.com>>; Nathan White <Nathan@alexanderricks.com<mailto:Nathan@alexanderricks.com>>
Subject: RE: CREH v. Brillin Electric

Steve,

Are you free to chat at 11am?

R, Nathan

Nathan A. White

Counsel

<image001.jpg>

1420 E. 7th Street, Suite 100

Charlotte, NC 28204

Direct: (980) 498-6105

Main: (704) 365-3656

Fax: (704) 365-3676

E-mail: nathan@AlexanderRicks.com<<mailto:nathan@AlexanderRicks.com>>

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From: Steve Dluzneski <steve.dluzneski@hamiltonmartens.com<mailto:steve.dluzneski@hamiltonmartens.com>>
Sent: Friday, April 03, 2020 10:08 AM
To: Nathan White <Nathan@alexanderricks.com<mailto:Nathan@alexanderricks.com>>
Cc: Ryan Hoffman <ryan@alexanderricks.com<mailto:ryan@alexanderricks.com>>
Subject: RE: CREH v. Brilin Electric
Importance: High

[EXTERNAL EMAIL]

Nathan:

I hope that your week has gone well. I just received an email and a phone call from my client, and I have been informed that your client, Brilin Electric, is doing some drywall repairs in the building at the leased premises as we speak. My client's property manager just called me from the leased premises, and he told me that he personally observed them doing the work. This is very concerning for my client, especially since my client, as the landlord, has a duty to ensure that any repair work at the leased premises is performed correctly for future tenants. Please instruct your client to immediately cease the drywall repairs and any other repairs that it is in the process of making.

Thank you,

Steve D. Dluzneski

Hamilton Martens, LLC

Attorneys at Law
241 Oakland Avenue (29730)
Post Office Box 10940 (29731)
Rock Hill, South Carolina
Direct Dial: 803.329.7672
Facsimile: 803.329.7678

www.hamiltonmartens.com<<http://www.hamiltonmartens.com/>>

steve.dluzneski@hamiltonmartens.com<<mailto:steve.dluzneski@hamiltonmartens.com>>

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From: Nathan White <Nathan@alexanderricks.com<mailto:Nathan@alexanderricks.com>>

Sent: Monday, March 30, 2020 10:35 AM

To: Steve Dluzneski <steve.dluzneski@hamiltonmartens.com<mailto:steve.dluzneski@hamiltonmartens.com>>

Cc: Ryan Hoffman <ryan@alexanderricks.com<mailto:ryan@alexanderricks.com>>; Nathan White
<Nathan@alexanderricks.com<mailto:Nathan@alexanderricks.com>>

Subject: CREH v. Brilin Electric

Hi Steve,

I will be working with Ryan defending this matter. I look forward to working with you.

I had the client double check with his carrier re: the suit and coverage was denied as of this AM. I will e-file the acceptance of service today, accepting service today. May I have an additional 30 days to answer the complaint, with the answer due May 29th?

Ryan also forwarded your note on all communications going through counsel. Our client has been so advised. If we believe we need to provide any formal notices per the Lease, we will continue to adhere to those notice provisions (with a courtesy heads up to you), but otherwise we will have communications go through your counsel until you or your client advise direction communications may be acceptable.

Let me get up to speed and I'll reach back out to you this week by phone to make a more proper introduction.

R, Nathan

Nathan A. White

Counsel

<image001.jpg>

1420 E. 7th Street, Suite 100

Charlotte, NC 28204

Direct: (980) 498-6105

Main: (704) 365-3656

Fax: (704) 365-3676

E-mail: nathan@AlexanderRicks.com<<mailto:nathan@AlexanderRicks.com>>

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INVOICE

DEFENDANT'S
EXHIBIT

15

Invoice Number 37
Creation Date June 20, 2019

Luis Torres Hetrdia
2047 Sofley rd,
Charlotte NC 28206
☎ 7049778122
luisheredia79@gmail.com

INVOICE TO:
Brilin electric
2180 Carolina place dr
Suite 111
Fort mill sc 29710

DESCRIPTION	QUANTITY	RATE (\$)	TOTAL (\$)
Labor to fix wall that had been knocked out of bottom plate	1	1,800.00	1,800.00
SUBTOTAL			\$1,800.00
GRAND TOTAL			\$1,800.00

DEFENDANT'S
EXHIBIT

16

Exhibit

ROA01003



ROA01004



ROA01005



ROA01006



ROA01007



DEFENDANT'S
EXHIBIT
17



ROA01009

From: Nathan White
Sent: Friday, July 15, 2022 11:50 AM
To: Karen Sentelle
Subject: Fwd: Receipt from Southern Dry Carpet Cleaning Services, LLC



Begin forwarded message:

From: Bryon <bryon@brillinelectric.com>
Date: July 14, 2022 at 4:25:47 PM EDT
To: Nathan White <Nathan@alexanderricks.com>
Subject: FW: Receipt from Southern Dry Carpet Cleaning Services, LLC

[EXTERNAL EMAIL]

From: Jennifer <jennifer@brillinelectric.com>
Sent: Thursday, July 14, 2022 2:47 PM
To: Bryon <bryon@brillinelectric.com>
Subject: Fwd: Receipt from Southern Dry Carpet Cleaning Services, LLC

Begin forwarded message:

From: "Southern Dry Carpet Cleaning Services, LLC" <notifications@housecallpro.com>
Date: April 23, 2020 at 10:06:56 AM EDT
Subject: Receipt from Southern Dry Carpet Cleaning Services, LLC
Reply-To: info@southerndrycarpet.com



**Your receipt from Southern Dry Carpet
Cleaning Services, LLC**

Invoice Number: 1990

ROA01010

Service Date: Apr 22, 2020
Invoice Date: Apr 22, 2020
Customer Name: Brillin Electric
Service Address: 2180 Carolina Pl Dr, Ste 111 Fort Mill, SC 29708

Services

Commercial Carpet Cleaning - C-Reception Area	\$42.00
Receptionist Area - 140sf	
Commercial Carpet Cleaning - C-Offc 1	\$32.10
Office - 107sf	
Commercial Carpet Cleaning - C-Offc 2	\$61.20
Office (workstations) - 204sf	
Commercial Carpet Cleaning - C-Offc 3	\$34.80
Office - 116sf	
Commercial Carpet Cleaning - C-Offc 4	\$35.70
Office - 119sf	
Commercial Carpet Cleaning - C-Brk Rm 1	\$24.00
Break Room - 80sf	
Commercial Carpet Cleaning - C-Hall 1	\$39.60
Hallway - 132sf	
Commercial Carpet Cleaning - C-CL	\$11.10
Closet	

Subtotal	\$280.50
----------	----------

Amount Paid

\$280.50

Payment Method

April 23, 2020

visa x1497

10:06am

ROA01011

Each cleaning visit is backed by our 100% Clean Guarantee. We guarantee to clean your floors, rugs and/or upholstery to your complete satisfaction, or we will return and re-clean your furnishing(s) at no cost. Please note, though, we are not responsible for pre-existing conditions, whether attributed to manufacturing and/or improper care, that may cause damage to your furnishings. These conditions include, but are not limited to, harsh detergent residue, pet-related stains, discoloration, delamination, abrasion, and UV damage. Contact us within 14 days of your cleaning if you feel any furnishing we've cleaned needs additional attention.

(803) 810-1635 | Info@SouthernDryCarpet.com

www.southerndrycarpet.com

2764 Pleasant Rd, Ste A PMB 10935
Fort Mill, SC 29708

[Terms & Conditions](#)

Powered by
Housecall Pro



ESTIMATE	#372
ESTIMATE DATE	Sep 10, 2019
SCHEDULED DATE	Tue Sep 10, 2019 2:00pm
TOTAL	\$235.20

Jennifer Williams
2180 Carolina Pl Dr, Ste 111
Fort Mill, SC 29708

(803) 322-2087
jennifer@brilnelectric.com

CONTACT US

2764 Pleasant Rd, #A10935
Fort Mill, SC 29708

(803) 810-1635
Info@SouthernDryCarpet.com

ESTIMATE

Services	qty	unit price	amount
Commercial Carpet Cleaning - C-Reception Area Receptionist Area - 140sf	135.0	\$0.32	\$43.20
Commercial Carpet Cleaning - C-Offic 1 Office - 107sf	85.0	\$0.32	\$27.20
Commercial Carpet Cleaning - C-Offic 2 Office (workstations) - 204sf	120.0	\$0.32	\$38.40
Commercial Carpet Cleaning - C-Offic 3 Office - 116sf	100.0	\$0.32	\$32.00
Commercial Carpet Cleaning - C-Offic 4 Office - 119sf	95.0	\$0.32	\$30.40
Commercial Carpet Cleaning - C-Brk Rm 1 Break Room - 80sf	80.0	\$0.32	\$25.60
Commercial Carpet Cleaning - C-Hall 1 Hallway - 132sf	120.0	\$0.32	\$38.40
Subtotal			\$235.20
Total			\$235.20

Each cleaning visit is backed by our 100% Clean Guarantee. We guarantee to clean your floors, rugs and/or upholstery to your complete satisfaction, or we will return and re-clean your furnishing(s) at no cost. Please note, though, we are not responsible for pre-existing conditions, whether attributed to manufacturing and/or improper care, that may cause damage to your furnishings. These conditions include, but are not limited to, harsh detergent residue, pet-related stains, discoloration, delamination, abrasion, and UV damage. Contact us within 14 days of your cleaning if you feel any furnishing we've cleaned needs additional attention.

9/10/2019

Southern Dry Carpet Cleaning

**235.20

Two Hundred Thirty-Five and 20/100*****

Southern Dry Carpet Cleaning
2764 Pleasant Rd, #A10935
Fort Mill, SC 29708

Southern Dry Carpet Cleaning

9/10/2019

235.20

New Wells Checking -

235.20

Southern Dry Carpet Cleaning

9/10/2019

235.20

New Wells Checking -

235.20

ROA01014

DEFENDANT'S
EXHIBIT

19

ROA01015



ROA01016



ROA01017



ROA01018



ROA01019



ROA01020





ROA01022



ROA01023





ROA01025



ROA01026



ROA01027



ROA01028

agent(s)/ representative(s) of COIT Cleaning & Restoration Services that are called by Plaintiff to testify during the trial of this case.

4. Set forth a list of photographs, plats, sketches, or other prepared documents in possession of Plaintiff, or its counsel, that relate to any of the claims or defenses in this case.

ANSWER: Plaintiff, by and through its undersigned counsel, objects to this request to the extent that it seeks the disclosure and/or production of documents or other things that are protected by the attorney-client privilege and/or the work product doctrine. Subject to and without waiving this objection, all responsive, non-privileged documents were produced and sent to Defendant's counsel on or about December 17, 2020, as part of Plaintiff's responses to Defendant W & L Services, LLC's first discovery requests.

5. For each expert witness whom you propose to use as a witness at the trial of the case, state:

- (a) the qualifications of the proposed expert;
- (b) the subject matter on which the expert is expected to testify;
- (c) the substance of the facts and opinions to which the expert is expected to testify;
- (d) a summary of the grounds for each opinion; and
- (e) identify any documents or reports the expert has prepared for this case.

ANSWER: See answers to Interrogatories numbers 1 and 3 herein. See also the documents produced and sent to Defendant's counsel on or about December 17, 2020, as part of Plaintiff's responses to Defendant W & L Services, LLC's first discovery requests.

6. Set forth an itemized statement of all damages claimed to have been sustained by the Plaintiff as a result of the alleged causes of action against Brilin or co-Defendant W & L Services, LLC ("W & L").



ANSWER:

- a. Countywide Commercial – cost to properly repair damaged asphalt at the Subject Property that was damaged by Defendant Brilin Electric, LLC - \$5,950.00 (see quote dated February 11, 2020)
 - b. COIT Cleaning & Restoration Services – cost to clean soiled carpets inside the building at the Subject Property after Defendant Brilin Electric, LLC vacated the same - \$250.00 (see estimate dated May 6, 2020)
 - c. B. Philemon LLC – cost to repair damaged portion of brick wall at top right corner of overhead door of the building at the Subject Property - \$1,600.00 (see estimate dated February 20, 2020)
 - d. Overhead Door Company of Charlotte – cost to replace two (2) damaged roll up doors on the building at the Subject Property that were damaged by Defendant Brilin Electric, LLC - \$7,913.51 (see quotation dated March 5, 2020)
 - e. Decker Inspections and Contracting Services, Inc. – cost for repairing damaged drywall in the warehouse area at the Subject Property and painting the interior office area inside the building at the Subject Property - \$2,700.00 (see estimate dated March 13, 2020)
 - f. Mark Robinson and Integrity Consulting Group, PLLC - cost to assess damages and make repairs to damaged demising wall inside the building at the Subject Property (in accordance with professional engineer's recommendations) - \$10,739.27
 - g. Plaintiff's attorney's fees and costs, as authorized by Provision #28(g) of the commercial lease agreement at issue in this litigation – as of December 8, 2020, Plaintiff's attorney's fees and costs in connection with this matter are \$13,447.05. This figure is expected to increase significantly as the litigation in this matter proceeds.
7. Describe in detail any and all lawsuits in which CREH has been involved. In describing such lawsuits, provide the case number of the lawsuit; the state, county, and court in which the lawsuit was filed; CREH's role in each such lawsuit (i.e., plaintiff or defendant); and the outcome of each such lawsuit.

ANSWER: Plaintiff, by and through its undersigned counsel, objects to this request on the bases of being overly-broad, unduly burdensome, and unlikely to lead to the discovery of admissible evidence. Subject to and without waiving

The jurors are easily
distracted by the noise
and movements by the
plaintiff area

Thank you

Pete Saduigh #65



Can we get a copy of the
Judge's instructions?

Mostly points of law -

Patt. No. 65-



We have reached a
verdict

Pete Monday #65

