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**Mar 20 2024**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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**Mar 21 2024**

**SC Court of Appeals**

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

The Honorable Bentley D. Price, Circuit Court Judge

Magistrate Case No. 2022-CV-1011000100  
Circuit Court Case No. 2022-CP-1004780  
Appellate Case No. 2023-001414

Family Dollar Stores of South Carolina, LLC  
successor by merger of Family Dollar Stores of  
South Carolina, Inc.,

Appellant,

v.

1260 E Butler Road Self Storage, LLC and 3575  
Maybank, LLC,

Respondents.

**RECORD ON APPEAL**

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**RECORD ON APPEAL  
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**JULIE J. ARMSTRONG**

CLERK OF COURT, C.P. & G.S.  
100 BROAD STREET, SUITE 106  
CHARLESTON, SC 29401-2258

**RETURN SERVICE REQUESTED**



clerkofcourt.charlestoncounty.org



7



MICHAEL KEVIN MCCARRELL  
PO BOX 87  
GREENVILLE SC 29602-0087

**NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRPC**

**Magistrate Return**

**CASE NO: 2022CP1004780**

**Family Dollar Stores Of South Carolina Llc VS 1260 E Butler Road Self Storage Llc ,  
defendant, et**

This judgment was entered on the 03th day of November, 2022, and notice mailed first class on Friday, November 04, 2022, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at <http://clerkofcourt.charlestoncounty.org> or obtain a copy in person at the Clerk of Court's Office during regular Charleston County business hours.

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )  
 )  
 )  
 FAMILY DOLLAR STORES )  
 OF SOUTH CAROLINA,LLC )  
 )  
 )  
 Plaintiff )  
 VS. )  
 )  
 1260 E.BUTLER ROAD SELF STORAGE )  
 LLC, ET AT. )  
 )  
 )  
 Defendant )

IN THE SUMMARY COURT

CASE #: 2022-CP-10-04780

TRANSMITTAL OF  
 CIVIL APPEAL

JULIE J. ARMSTRONG  
 CLERK OF COURT

2022 NOV -3 AM 10: 01

DCA

FILED

As required by Sec. 18-3-40, SC Code of Laws, this information is transmitted to the Court of Common Pleas as the result of an appeal.

DATE OF TRANSMITTAL: November 1, 2022

TRANSMITTED TO: Charleston County Clerk of Court

TRANSMITTED BY: Charleston County Johns Island Magistrate

CASE CAPTION: Family Dollar Stores of South Carolina vs 1260 E.Butler Road Self Storage LLC,ET AT.

CASE NUMBER: 2022CV1011000100

COURT COMMON PLEAS: 2022-CP-10-04780

Received and verified by Dama Roper on 11-3-2022

Contents of the entire file, including original return, correspondence.

STATE OF SOUTH CAROLINA )  
 COUNTY OF CHARLESTON )  
 )  
 )  
 )  
 FAMILY DOLLAR STORES OF )  
 SOUTH CAROLINA, LLC )  
 )  
 )  
 VS )  
 )  
 )  
 1260 E. BUTLER ROAD SELF )  
 STORAGE LLC, ET AL. )

IN THE COURT OF COMMON PLEAS  
 CIVIL CASE NO: 2022 -CP-10-04780  
 MAGISTRATE CASE NO: 2022-CV-1011000100

MAGISTRATE’S RETURN

NOV 03 2022  
 JULIE J. ARMSTRONG  
 CLERK, C.P. & G.S.

**FILED**

COMES NOW, Laura C. Waring, Magistrate in and for Charleston County, South Carolina and offers this as her Return to the appeal of Tenant/Appellant.

MAGISTRATE’S RETURN

Landlord/Respondent 1260 Butler Road Self Storage LLC filed its Application for Ejectment (Eviction) on June 22, 2022, alleging that Tenant/Appellant Family Dollar Stores of South Carolina LLC had violated the terms or conditions of the lease. [Exhibit 1]. Both parties filed cross motions for Summary Judgment and a hearing was held on September 27, 2022 [Exhibit 2]. Several of the alleged lease violations and their alleged cures contained issues of fact, and summary judgment was denied on those issues, but one lease violation was substantial and devoid of factual dispute. The obstruction of the riser room created a fire hazard, which apparently remained in that state from Landlord’s notice March 1, 2022, until the Charleston Fire Department closed the store June 2, 2022. Upon questioning of the Magistrate, Tenant was unable to articulate a specific fact, nor had an opposing affidavit been filed, which showed that tenant had cured the default or was in the process of curing the default by April 6, 2022. The Reply affidavit of Chris Anton only addressed actions taken after the store was closed in June. The Magistrate asked both parties to submit proposed orders. After the hearing, and untimely under SCRCPC 56 (e), Tenant proffered an affidavit of employee Star Quinn with the proposed order on October 4, 2022 [Exhibit 3]. On October 11, 2022, the Magistrate granted summary judgment to Landlord, signing the proposed order of Landlord [Exhibit 4] followed by a Writ of Ejectment on October 13, 2022 [Exhibit 5].

On October 14, 2022, Tenant submitted a proposed Bond to Stay Execution on Appeal in the amount of \$7197.91 per month, including base rent, CAM, insurance, and taxes in the first of each month beginning November 1, 2022. The Magistrate executed the bond on the form promulgated by the South Carolina Supreme Court, SCCA/657. [Exhibit 6]. Landlord filed an objection to tenant’s proposed appellate bond on October 24, 2022, [Exhibit 7] and tenant filed its response via email the same day [Exhibit 8]. Upon consideration, the Magistrate believes the bond, as executed, is the appropriate form and amount for these circumstances. If the presiding Circuit Court judge wishes to revisit the bond, that will be in his or her discretion now that the Magistrate submits the return with all matters on appeal.

Respectfully Submitted,



~~Laura C. Waring~~

John's Island Magistrate  
1527 Main Road, Ste. 100  
John's Island SC 29455  
(843) 559-1218

October 27, 2022

# **EXHIBIT 1**

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF CHARLESTON )  
)

2nd papers 7/5 - 7/12  
2022CV1011000100  
CIVIL CASE NUMBER  
MAGISTRATE'S COURT  
RULE TO VACATE OR SHOW CAUSE (EVICTION)

1260 E Butler Road Self Storage, Llc  
And 3575 Maybank, Llc

Phone:

PLAINTIFF(S)

Vs

Family Dollar Stores Of South  
Carolina,Llc successor by merger of  
Family Dollar Stores of South  
Carolina , Inc.  
3575 Maybank Highway  
Johns Island, SC 29455

Phone:

DEFENDANT(S)

TO Family Dollar Stores Of South Carolina,Llc : 1260 E Butler Road Self Storage, Llc And 3575 Maybank, Llc  
is asking this Court to evict you from the property listed above because they claim that:

- You have failed to pay rent when due or demanded in the amount of \$.
- The terms of your tenancy or occupancy have ended.
- You have violated the terms or conditions of your lease by: See attached

You the defendant(s) or lessee(s) of the premises located at the address listed above, **and all others**, are ordered to vacate the premises immediately pursuant to S.C. Code Ann. §27-37-10 **OR** contact the:

Johns Island/Wadmalaw Magistrate  
1527 Main Road, Suite 100  
Johns Island, SC 29455  
(843) 559-1218

within ten (10) days of receiving this notice, for the purpose of scheduling a hearing to show why you should not be evicted from these premises.

**FAILURE TO VACATE THE PREMISES OR RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.**

06/23/2022

~~Judge, Johns Island/Wadmalaw Magistrate~~

Personally appeared before me, the undersigned deponent, being duly sworn, , says s/he is a person over 18 years of age, not a party or attorney in this action and s/he to serve the Rule to Vacate or Show Cause on Family Dollar Stores Of South Carolina,Llc on the following dates/times:

DATE	TIME	INITIALS	DATE OF SERVICE	TIME OF SERVICE
1. 6-24-22	1:03pm	<i>[Signature]</i>	6-24-22	1:03pm
2. _____	_____	_____	SETTLED/DATE _____	VACANT/DATE _____
3. _____	_____	_____	PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT <i>Logan Grant - employee</i>	

Sworn to and subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC OR JUDGE

SIGNATURE OF SERVER

ON \_\_\_\_\_ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

2022CV1011000100

CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

1260 E Butler Road Self Storage, LLC and 3575 Maybank, LLC

PLAINTIFF(S)

VS.

Family Dollar Stores of South Carolina, LLC successor by merger of Family Dollar Stores of South Carolina, Inc.

DEFENDANT(S)

IN THE MAGISTRATE'S COURT

APPLICATION FOR EJECTMENT (Eviction)

I, 1260 E Butler Road Self Storage, LLC and 3575 Maybank, LLC, plaintiff in this action, state that I am the landlord-lessor of premises within the jurisdiction of Magistrate \_\_\_ which is described as: (address and description of premises – apartment, house, etc.)

7,200 square foot premises located in the Johns Island Shopping Center, 3575 Maybank Highway, Johns Island, SC 29455

I further state that, with regard to the above-described premises, a landlord-tenant relationship exists between myself and the defendant, Family Dollar Stores of South Carolina, LLC successor by merger of Family Dollar Stores of South Carolina, Inc., the tenant-lessee, as evidenced by the following: (Attach lease papers or other written proof.)

See Attached Lease and Amendments.

Grounds for this ejectment are one or more of the following:

- The tenant fails or refuses to pay the rent when due or when demanded in the amount of \$ \_\_\_ ; or
The term of tenancy or occupancy has ended; or
The terms or conditions of the lease have been violated as follows: See attached.

Sworn to before me this 22nd day of June, 2022

Edward J. Langendorfer Magistrate or Notary Public for South Carolina

My Commission expires February 7, 2023

[Signature]

Brendan P. Langendorfer (SC Bar No.: 71971)

PLAINTIFF (or his attorney/agent)

Langendorfer Law Firm, LLC P.O. Box 68

Address

Mount Pleasant, SC 29465

City/State/Zip

843-501-0469

Phone Number

STATE OF SOUTH CAROLINA	)	
	)	IN THE MAGISTRATE'S COURT
COUNTY OF <u>CHARLESTON</u>	)	
	)	
1260 E Butler Road Self Storage, LLC and	)	
<u>3575 Maybank, LLC</u>	)	
PLAINTIFF(S)	)	
	)	ADDENDUM TO APPLICATION FOR
VS.	)	EJECTMENT
	)	(Eviction)
Family Dollar Stores of South Carolina, LLC	)	
successor by merger of Family Dollar Stores of	)	
<u>South Carolina, Inc.</u>	)	
DEFENDANT(S)	)	

1260 E Butler Road Self Storage, LLC and 3575 Maybank, LLC ("Landlords") by and through its undersigned counsel, state as follows:

1. On October 6, 2021, Landlords sent notice to Family Dollar Stores of South Carolina, LLC, successor by merger of Family Dollar Stores of South Carolina, Inc. ("Tenant") of damage to the parking lot caused by Tenant and/or its vendor. Tenant refuses to reimburse Landlords the costs of the damage.

2. On March 1, 2022, Landlords sent notice of default to the Tenant. Among other things, the Tenant (i) fails to maintain the interior of the demised premises in a clean and safe condition; (ii) impermissibly places items for sale in the common area of the shopping center; and (iii) refuses to remove debris and litter from the rear of the leased premises. Furthermore, Landlords advised the Tenant that Tenant's obstruction of the passageway to the riser room was a fire code violation. Landlords again requested reimbursement for the costs of repairing the parking lot. Tenant again refused to do so.

3. On April 1, 2022, Landlords sent Tenant notice of default regarding Tenant's refusal to provide the monthly sales reports as required by the Lease. Tenant refuses to provide the monthly sales reports.

4. On April 28, 2022, Landlords sent another notice of default regarding the leased premises. Among other things, Tenant (i) fails to clean the windows for the store; (ii) continues to impermissibly place items for sale to the public in the common area and (iii) refuses to remove litter and debris from the rear portion of the leased premises.

5. On May 19, 2022, another notice of default was sent to Tenant setting forth the continued violations noted above and Tenant's refusal to cure. In addition to the prior defaults, Tenant willfully allowed the HVAC system to leak water into the leased premises. As a result of Tenant's failure to address the HVAC leak, water flowed into the leased premises causing the Tenant to close the store. Additionally, the water leak damaged the leased premises.

6. On June 2, 2022, the Charleston Fire Department ordered the leased premises to be closed because of Tenant's repeated fire violations.

7. Tenant breached its obligations under the Lease by failing to maintain regular operating hours.


8. Tenant's failure to comply with the Lease causes hazardous conditions to the premises and places the center's customers, employees, vendors and other tenants in danger.

9. Tenant interferes with Landlords' ability to renovate the shopping center and Tenant physically damaged the Landlords' property.

10. Attached hereto and incorporated by reference, are notice of default letters dated March 1, 2022; April 28, 2022; May 19, 2022, and the Charleston Fire Department Violation Notice dated June 2, 2022.

11. Despite notice of the defaults and the opportunity to cure, Tenant refuses to comply with the Lease and cure its default.

12. Landlords are entitled to entry of a writ of ejectment.

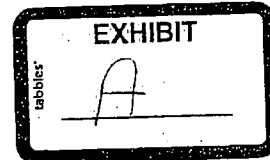


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P.O. Box 68  
Mount Pleasant, SC. 29465  
(843) 501-0469  
brendan@langendorferlaw.com

Dated: June 22, 2022

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

LEASE AGREEMENT



THIS INDENTURE OF LEASE, made and entered into this the 7th day of July, 1992, by and between NEWTON LAND CORPORATION whose address is 4444 Daley Street, Charleston Heights, S.C. 29405, "hereinafter called "Landlord", party of the first part, and FAMILY DOLLAR STORES OF CHARLESTON, S.C., INC., a South Carolina corporation, hereinafter called "Tenant", party of the second part;

WITNESSETH

That, in consideration of the covenants hereinafter contained, the Landlord hereby demises and lets, and the Tenant hereby rents and hires from the Landlord, the following described property situated on Maybank Highway (Hwy. 700) at the intersection of Bohicket Road in the Johns Island Shopping Center, Charleston County, Johns Island, South Carolina, and being a store building containing 7,200 square feet (60' x 120') with the right to use in common with Piggly Wiggly and other tenants in the shopping center the paved, marked and lighted parking areas all as shown on "Exhibit B". Said premises are outlined in red on "Exhibit B".

TO HAVE AND TO HOLD the said premises, together with all and singular the appurtenances, rights, privileges and easements thereunto belonging or in anywise appertaining, unto the said Tenant, its successors and assigns, for an initial term commencing as hereinafter set forth and ending on the 31st day of December, 1997.

1. RENTAL. (a) The Tenant hereby covenants and agrees to pay rent to the Landlord at the rate of THREE THOUSAND AND NO/100 Dollars per month (\$36,000.00/annum) payable in advance on or before the tenth day of each month during the term of this agreement; beginning on the commencement date to be fixed as hereinafter provided.

(b) In addition to the base rent Tenant shall pay to Landlord a sum equal to two (2%) percent of Tenant's gross sales in excess of \$1,800,000.00 Dollars (minimum Basis of Sales) as hereinafter defined made from or upon the premises during each Lease year.

(c) "Gross sales" of Tenant means the gross selling price of all merchandise or services sold, leased, licensed, or delivered in or from the premises by Tenant, its permitted subtenants, licensees, or concessionaires, whether for cash or on credit (whether collected or not), including the gross



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amount received by reason of orders taken on the premises although filled elsewhere, and whether made by store personnel or vending machines. Any transaction on an installment basis, including, without limitation, any "lay-away" sale or like transaction, or otherwise involving the extension of credit, shall be treated as a sale for the full price at the time of the transaction, irrespective of the time of payment or when title passes. Gross sales also shall include any sums that Tenant receives from pay telephones, stamp machines, music machines, amusement machines, or public toilet locks.

Gross sales shall not include, or if included there shall be deducted (but only to the extent they have been included), the following:

- (i) The selling price of all merchandise returned by customers and accepted for full credit, or the amount of discounts, refunds, and allowances made on such merchandise.
- (ii) Merchandise returned to sources or transferred to another store or warehouse owned by or affiliated with Tenant.
- (iii) Sums and credits received in the settlement of claims for loss of or damage to merchandise.
- (iv) The price allowed on all merchandise traded in by customers for credit or the amount of credit for discounts and allowances made instead of acceptance of merchandise.
- (v) Any sums paid to third parties for the use or rental of pay telephones, stamp machines, music machines, amusement machines, or public toilet locks.
- (vi) Gift certificates, or similar vouchers, until such time as they shall have been converted into a sale by redemption.
- (vii) Sales and use taxes, so-called luxury taxes, consumers' excise taxes, gross receipts taxes, and other similar taxes now or in the future imposed on the sale of merchandise or services, but only if such taxes are added to the selling price, separately stated, collected separately from the selling price of merchandise or services, and collected from customers.
- (viii) Sales of fixtures, trade fixtures, or personal property that are not merchandise as allowed in this lease.

Tenant shall furnish to Landlord an annual statement of gross sales within forty (40) days after the end of each lease year. Each statement shall be signed and certified to be correct by Tenant or its authorized representative, and if Tenant is a corporation the statement shall be signed and certified to be correct by an officer of Tenant.

Tenant shall keep at the home office full and accurate books of account, records, cash receipts, and other pertinent data showing its gross sales. Tenant shall install and maintain accurate receipt-printing cash registers and



shall record on the cash registers every sale and other transaction made from the premises.

Tenant shall also furnish to Landlord copies of its annual South Carolina sales and use tax returns filed with the State of South Carolina upon request of Landlord. Such books of account, records, cash receipts, and other pertinent data shall be kept for a period of two (2) years after the end of each lease year. The receipt by Landlord of any statement, or any payment of percentage rent for any period, shall not bind Landlord as to the correctness of the statement or the payment.

Landlord shall be entitled during the term and within two (2) years after expiration or termination of this lease to inspect and examine all Tenant's books of account, records, cash receipts and other pertinent data, so Landlord can ascertain Tenant's gross sales. Tenant shall cooperate fully with Landlord in making the inspection. Landlord shall also be entitled, once during each lease year and once after expiration or termination of this lease, to an independent audit of Tenant's books of account, records, cash receipts, and other pertinent data to determine Tenant's gross sales, by a certified public accountant to be designated by Landlord. The audit shall be limited to the determination of gross sales and shall be conducted during usual business hours at Tenant's home office.

If the audit shows that there is a deficiency in the payment of any percentage rent, the deficiency shall become immediately due and payable. The costs of the audit shall be paid by Landlord unless the audit shows that Tenant understated gross sales by more than two (2%) percent, in which case Tenant shall pay all Landlord's costs of the audit.

Landlord shall keep any information gained from such statements, inspection, or audit confidential and shall not disclose it other than to carry out the purposes of this lease, except that Landlord shall be permitted to divulge the contents of any statements in connection with any financing arrangement or sale of Landlord's interest in the premises.

2. COVENANT OF TITLE, AUTHORITY AND QUIET POSSESSION. The Landlord covenants and warrants that it has full right and lawful authority to enter into this lease for the full term aforesaid, and for all extensions herein provided, and that the Landlord is lawfully seized of the entire premises

-3-



LL000003

hereby demised and has good leasehold title thereto and that the said premises are free and clear of all encumbrances other than mortgages and easements of record. Landlord further covenants and warrants that if the Tenant shall discharge the obligations herein set forth to be performed by the Tenant, the Tenant shall have and enjoy during the term hereof the quiet and undisturbed possession of the demised premises for its intended use, together with all appurtenances appertaining or appendant thereto.

3. USE OF PREMISES. The demised premises may be used by the Tenant for the conduct of a mercantile business of the type and kind known as a "discount store", or "dollar store", or "variety discount store" or for the conduct of such other retail business or businesses as Landlord may approve in writing. Such approval shall not be unreasonably withheld; however, such proposed use shall not be one that competes with or would adversely affect the other tenants or the reputation of the shopping center.

4. CONSTRUCTION OF PREMISES. (a) Landlord agrees, at its expense to complete construction of the retail store building on the above-described premises, said building to have 7,200 (60' x 120') square feet of ground floor space, and to complete said building (which when completed shall constitute the demised premises) in accordance with plans and specifications approved by both Landlord and Tenant. Said plans and specifications shall be approved when initialed by both parties and attached to this Lease Agreement as Exhibits A through A-1, and when so initialed and attached, shall constitute a part of this lease. Landlord shall perform all work in a good and workmanlike manner and shall warrant to Tenant that the improvements on said property are performed in accordance with the plans and specifications and shall satisfy all appropriate governmental codes, laws and regulations.

5. DELIVERY OF PREMISES AND COMMENCEMENT OF TERM. Landlord shall deliver the premises, along with a certificate of occupancy, to the Tenant upon completion thereof or August 1, 1992, whichever occurs first. Rent shall begin to accrue hereunder upon the expiration of thirty (30) days following delivery and acceptance of the entire premises, fully completed, in accordance with said plans and specifications, otherwise, rent shall begin to accrue on date Tenant opens for business, whichever occurs first.

-4-



LL000004

6. OPTION TO RENEW. Landlord agrees that the Tenant shall have, and it is hereby granted, two (2) successive options to extend the term of this lease for a period of five (5) years on each option, such extended term to begin respectively upon the expiration of the term of this lease or of this lease as extended. All of the terms, covenants and provisions of this lease shall apply to each such extended term except rent which shall be payable as follows: During the first extended term, if Tenant exercises its option, base rent shall be payable at the rate of THREE THOUSAND SIX HUNDRED AND NO/100 Dollars per month (\$43,200.00/annum) plus a percentage rent equal to two percent (2%) of the gross sales in excess of \$2,160,000.00 made by Tenant on the demised premises during each lease year period of said extended term. During the second extended term, if Tenant exercises its option, base rent shall be payable at the rate of THREE THOUSAND NINE HUNDRED SIXTY AND NO/100 Dollars per month (\$47,520.00/annum) plus a percentage rental equal to two percent (2%) of the gross sales in excess of \$2,376,000.00 made by Tenant on the demised premises during each lease year period of said extended term. Tenant shall exercise this option by giving the Landlord notice, in writing, of its intention to do so not later than sixty (60) days prior to the expiration of the term of this lease or of this lease as extended.

7. ALTERATIONS AND IMPROVEMENTS. The Tenant shall have the right and privilege at all times during the term of this lease to make, at its own expense, such interior changes, improvements and alterations to the demised premises as the Tenant may desire. Exterior structural improvements are subject to approval of Landlord, which approval will not be unreasonably withheld.

8. FIXTURES. Provided Tenant has complied with all the terms and conditions of this lease and is not in default, the Tenant may, on termination of this lease or at any time during the continuance thereof, remove from the said premises all shelving, fixtures and other equipment which Tenant may have installed at its own expense in said premises, or otherwise acquired, during the term of this lease or any renewal thereof. If the building on said premises shall be defaced by the removal of such fixtures and equipment, Tenant shall repair the damages at its expense.

9. UTILITIES AND HEAT. Landlord shall arrange for all utilities to be provided to the premises, and Tenant shall pay all charges (including its



deposits) for gas, water, fuel and electricity used by it on said premises during the term of this agreement.

10. DAMAGE CLAUSE. Should the building constructed on the premises herein be partially destroyed by fire or other casualty, the Landlords will, with all due diligence, at its own expense, repair or restore the same so that thereafter the property shall be substantially the same as prior to such damage or injury. In such event, the rents shall abate in proportion to the restrictive use by the Tenant prior to the repair or restoration.

Should said building be so extensively damaged by fire or other casualty as to require rebuilding then the Landlord shall promptly, at its expense, restore or rebuild the same so that thereafter the property shall be substantially the same as prior to such destruction. The rent shall cease and abate from the date of such destruction until the property has been rebuilt and possession tendered to the Tenant, and any rent paid in advance by the Tenant, shall be refunded to it in such event; provided, however, that if such rebuilding requires more than one hundred twenty (120) days, then and in such event, Tenant may, at its option, terminate and cancel this lease. Provided, however, if the property is so damaged that it does require rebuilding, Landlord shall not be obligated to rebuild unless there is at least two (2) years remaining under the then term of the lease in existence unless the Tenant agrees to exercise any remaining option to extend as provided herein prior to Landlord commencing rebuilding. Otherwise, Landlord may terminate this lease or rebuild at its option, if Tenant has not elected to terminate and cancel the lease.

11. INDEMNIFICATION AND INSURANCE. The Landlord shall not be liable for any damage to property or person by reason of the Tenant's occupancy of the leased premises, and the Tenant agrees to save Landlord, and the Landlord agrees to save Tenant harmless from all claims for damages to property or person occurring in or on the leased premises. The Tenant further specifically agrees that it will procure and keep in force public liability insurance in an amount of not less than \$1,000,000.

Landlord agrees to keep the premises and all other buildings within the shopping center fully insured, at Landlord's expense, against loss or damage by fire and such other casualties as are covered by extended coverage insurance.

-6-



LL000006

Tenant shall pay its proportionate share of all insurance premiums which Landlord has upon the shopping center provided that Tenant will not be responsible for a share of that portion of the premiums resulting from any special use or occupancy of another Tenant which requires special rates. Tenant's proportionate share of insurance shall be the ratio that the total number of square feet in the premises bears to the total number of square feet in the shopping center in which the premises are located. Outparcels will be excluded if such outparcels are separately insured or are developed in the future.

Each year Landlord shall notify Tenant of Landlord's calculation of Tenant's proportionate share of insurance and shall furnish Tenant with a copy of the insurance bill along with other information that Tenant may reasonably need. Tenant shall reimburse Landlord for Tenant's proportionate share of the insurance not later than twenty (20) days after receipt of the notice.

12. MAINTENANCE AND REPAIRS. The Landlord shall maintain, keep and repair, at its expense, all exterior portions of the demised premises, including the roof, exterior walls, and also all structural portions of the building whether the same be on the interior or exterior. In addition, the Landlord agrees that during the term hereof, or any extensions of renewal hereof, it will be responsible for keeping the paved, marked parking areas on the demised premises in a good state of repair and properly lighted.

The Tenant shall keep, maintain and repair at its expense all interior portions (except structural portions) of the demised premises including plate glass and door closures and keep the plumbing, electrical, heating and air conditioning systems in repair. Tenant shall not be responsible for replacements of these systems at the end of the term of lease.

13. COMMON AREA MAINTENANCE CHARGES. Landlord shall maintain the common areas of the shopping center, as shown on Exhibit B - Site Plan attached hereto, in good order, condition and repair. Tenant shall reimburse Landlord for Tenant's proportionate share in the following aggregate direct costs paid by Landlord in connection with the maintenance and repair of said common areas: utility charges for lighting of the parking, service and access areas; sweeping, snow removal of the parking, service and access areas; patching cracks and potholes and other minor repairs to the paved areas and resealing and restriping the paved areas (but not resurfacing or repaving which are

-7-



LL000007

considered to be capital costs or improvements); maintenance and replacement of landscaped areas (including grass cutting); water used in the common areas; and repairs of the parking lights and light standards. All of said costs shall be reasonable and at competitive rates, and Tenant shall have no responsibility for other charges and costs incurred by Landlord in connection with the maintenance and repair of said common areas.

Tenant shall not be obligated to participate in the payment of any expenditures of a capital nature which pertain to the common areas, any expenditures in connection with the construction of the common areas, any expenditures for which Landlords are reimbursed through insurance or any costs not set forth above.

Tenant's initial estimated share of the costs for which Tenant is responsible shall be equal to \$.94 per square foot (\$6,768.00 annually). Such common area maintenance shall be payable monthly in the amount of \$564.00 at the same time as the base rent is paid.

Landlord shall furnish Tenant with a detailed statement annually after the end of each lease year or partial lease year setting forth the actual amount of Tenant's proportionate share. Such statement shall be accompanied by documentation to support Landlord's request for reimbursement, including copies of paid invoices for all costs incurred and any other information Tenant may reasonably require.

If the amount paid by Tenant monthly on account is less than Tenant's actual proportionate share, Tenant shall pay the difference within thirty (30) days after receiving Landlord's statement. If the amount paid by Tenant monthly on account is greater than Tenant's actual proportionate share, then Landlord shall refund the overpayment to Tenant along with the statement. The monthly amount paid by Tenant will be adjusted annually to one-twelfth of Tenant's actual proportionate share for the previous calendar year. Tenant shall have the right, on reasonable notice to Landlord, to audit Landlord's records of common area maintenance expenses. Such audit shall be conducted at Landlord's main office during normal business hours.

14. TAXES. The Landlord shall pay all taxes, user fees, assessments and other charges which may be levied, assessed or charged against the demised premises, and will make all payments required to be made under the terms of any mortgage or deed of trust which is now or may hereafter become a lien on the demised premises.

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The Tenant shall pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and stock of merchandise.

Tenant shall pay its proportionate share of all real property taxes, user fees, and general and special assessments, if any, ("real property taxes").

Tenant's proportionate share of real property taxes shall be the ratio that the total number of square feet in the demised premises bears to the total number of square feet in the shopping center in which the premises are located. Outparcels will be excluded if such outparcels are separately taxed or when they are developed.

Each year Landlord shall notify Tenant of Landlord's calculation of Tenant's proportionate share of the real property taxes and together with such notice shall furnish Tenant with a copy of the tax bill. Tenant shall reimburse Landlord for Tenant's proportionate share of the real property taxes not later than twenty (20) days after receipt of the notice along with the tax bill.

15. UNPERFORMED COVENANTS OF LANDLORD MAY BE PERFORMED BY TENANT. If the Landlord shall fail to perform any of the affirmative covenants to be performed by the Landlord pursuant to this lease, or if the Landlord should fail to make any payment which it herein agrees to make, including payments secured by a mortgage or deed of trust on the premises, then the Tenant may, at its option, after notice to the Landlord, perform such affirmative covenant, or make any such payments, as the Landlord's agent, and in the Tenant's sole discretion as to the necessity therefore, and the full amount of the cost and expense entailed, or of the payment so made, shall immediately be owing by the Landlord to the Tenant. The Tenant shall have the right to deduct the amount thereof, together with interest at the legal rate thereon, from the date of payment, without liability of forfeiture, out of the rents then due or thereafter coming due hereunder. Tenant shall have a lien on the premises and on the premises of which the premises are a part, to secure the repayment of any such amount with interest. The option given in this paragraph is for the sole protection of the Tenant, and its existence shall not release the Landlord from any obligation to perform any of the covenants herein provided to be performed by the Landlord, or deprive the Tenant of any legal right which it may have by reason of any default by the Landlord.

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16. SIGNS. Tenant shall have the right to place signs or other advertising devices, electrical or non-electrical, in a place to be agreed upon between Landlord and Tenant, Landlord shall not unreasonably withhold its consent. Landlord specifically consents to the installation of its standard 5' x 32' building sign on the front mansard of the demised premises as well as its standard under-canopy sign. When erecting such signs, the Tenant shall not injure the building and shall save the Landlord harmless from any damage resulting from the installation or removal of such signs. No roof signs will be permitted. If a shopping center pylon is erected and other tenants are permitted signs on such pylon then, in that case, Tenant shall also be permitted to install its sign on the pylon at Tenant's expense.

17. EMINENT DOMAIN. In the event all of Tenant's demised premises shall be expropriated by public or quasipublic authority, this Lease shall terminate as of the date Tenant shall be deprived of the physical possession thereof.

In the event that less than the whole of Tenant's demised premises shall be expropriated by public or quasipublic authority, Tenant shall have the option to terminate this Lease as of the date Tenant shall be dispossessed from the part so expropriated, by giving notice to Landlord of such election so to terminate within sixty (60) days from the date of such dispossession.

In the event of any expropriation of any portion of Tenant's demised premises, if this Lease shall not be terminated as hereinabove provided, it shall continue as to that portion of the demised premises which shall not have been expropriated or taken, in which event Landlord shall, at its sole cost and expense, promptly and with due diligence restore said demised premises as nearly as practicable to a complete unit of like quality and character as existed just prior to such expropriation. The base rental and other charges shall abate during the period of demolition and restoration, and thereafter the base rental and minimum basis of sales shall be reduced in the proportion the ground floor area of the part of Tenant's demised premises so expropriated shall bear to the total ground floor area of said demised premises prior to such expropriation.

Without limiting the foregoing, in the event that more than twenty (20%) percent of the land described in Exhibit "A" shall be expropriated by public or quasipublic authority, Tenant shall have the option to terminate this Lease as of the date possession of the land shall be taken by such authority, by giving notice to Landlord of such election within ninety (90) days thereafter;

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provided, however, said termination by Tenant shall be null and void if, within ninety (90) days following the date possession of said land shall be so taken, Landlord shall substitute equivalent and similarly improved lands contiguous to and properly integrated with the remainder of the commercial development.

In the event this Lease shall be terminated pursuant to this Article, any base rental and other charges paid in advance shall be prorated to the date of termination, and Tenant shall have an additional thirty (30) days, rent free, within which to remove its property from the demised premises.

The entire condemnation award shall belong to Landlord; provided, however, that Tenant shall be entitled to claim in any such condemnation proceeding, but not from Landlord such award as may be allowed for relocation costs, fixtures, and other equipment installed by Tenant. Notwithstanding anything contained herein to the contrary, Landlord shall not be required to spend for any repair or restoration work an amount in excess of the amount received by Landlord for the property so taken.

18. FORFEITURE FOR FAILURE TO PAY RENT. The Landlord hereby agrees that the Tenant, upon paying the rentals as hereinbefore stipulated, and performing all of the stipulations, agreements and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the demised premises during the original and any extended term hereof, free from the adverse claims of any person, firm or corporation.

If the Tenant defaults in the performance of any covenant or condition of this lease which is not cured or in the process of being cured, unless in the case of a bona-fide dispute, within thirty (30) days after receipt of written notice by Tenant, or if the rent above referred to, or any part thereof, shall be unpaid on the date of payment by the terms hereof, and remain so for a period of ten (10) days after receipt of written notice sent by certified mail to Tenant at P.O. Box 1017, Charlotte, North Carolina 28201-1017, or at a later address to be designated, and also at the demised premises, then and in such case it shall and may be lawful for the said Landlord, at its option, to declare the said term ended and enter into said premises or any part thereof, either with or without process of law, and expel the said Tenant, or any person or persons occupying, in or upon said premises, using such force as may be necessary to do so, and so to repossess and enjoy the said premises as in the Landlord's former estate. Should the said term at any time be ended by

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the election of the Landlord, under the terms and conditions hereof, or in any other way, the Tenant hereby covenants and agrees to surrender and deliver up the said premises and property peaceably to the Landlord immediately upon the termination of the said term. PROVIDED, HOWEVER, notwithstanding any of the provisions contained in Paragraph 18 herein, that Tenant shall, nevertheless, remain liable to Landlord in a sum equal to the fixed net rent and additional rent reserved for the balance of the term herein originally demised or any exercised option period. No such termination of this lease shall release the Tenant of its liability and obligations under this lease, and such liability and obligation shall survive any such termination; and the Landlord shall have the right to reenter, repossess and resume possession of the said premises either by process of law, summary proceedings, surrender, repossession or otherwise, and dispossess and remove therefrom the Tenant or other occupant, without being liable to prosecution therefore. If the Landlord shall reenter, repossess or resume possession of the said premises, either by process of law, summary proceeding, surrender, repossession or otherwise, or shall dispossess or remove therefrom the Tenant or other occupant thereof, either pursuant to the provisions of this lease or pursuant to any law now existing or hereafter may be enacted, then in any of said events the Landlord, at its option, shall have the right from time to time to relet said premises or any part thereof, as agent for the Tenant, or otherwise, and to receive and collect the rent thereof, apply same first to payments of all the Landlord's expenses in connection with reentering, repossessing or resuming possession of said premises by force, process of law or otherwise, including costs in legal proceedings, the expense of recovering possession, the expense of keeping said premises in repair, payment of taxes, water and sewer rents, insurance premiums, and any other charges which Tenant has agreed to pay, and any and all damages which may be caused to Landlord by any reason of any breach of this lease, all rent reserved under the term of this lease, attorneys' fees and all other disbursements, together with the difference (as ascertained at the end of each calendar month during the residue of the term as the same would have existed had no default been made) between the rents and terms hereby reserved and agreed to be paid by Tenant during the said month and those otherwise received on account of the rent of the demised premises for such month. Any such reletting herein provided may be made for the remainder of the term of this lease or for such longer or shorter periods and on such

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conditions or terms as the Landlord, in its discretion, may deem reasonable. Landlord shall in no way be responsible or liable for any failure to relet the demised premises or any part thereof, or for any failure to collect any rent due upon such reletting. And, the Landlord may bring action therefore, from time to time, at its option, as deficiencies are ascertained.

19. SURRENDER OF POSSESSION. Upon the termination of this lease or any renewal thereof, Tenant shall surrender the demised premises in the same condition or repair as at the beginning of the term, ordinary wear, tear and damages excepted.

20. COVENANTS AGAINST COMPETITION. It is agreed and understood that the Landlord shall not lease (or permit the leasing or subletting of) any space in the shopping center in which the above described premises are situated, or other property owned by or controlled by the Landlord within one mile of the above described premises, for and during the term of this lease or any extensions or renewals hereof, to any "variety store" or any "discount store" or any "variety discount store", or any "dollar store" or any "outlet store" or "mill outlet store" or any store similar to a Family Dollar Store in operation or merchandising.

21. WAIVER OF SUBROGATION. Landlord and Tenant, each for itself and its successors and assigns, covenant and agree with the other that no claims shall be made, and that no suit or action, either at law or in equity, shall be brought by either party, or by any person, firm or corporation claiming by, through or under Landlord or Tenant, their successors, sublessees or assigns, against the other, or their officers, agents, employees, successors, sublessees or assigns, for any loss, cost or damage to the leased premises or any improvements or other property located thereon caused by or resulting from fire, explosion or other casualty of whatsoever origin, to the extent that the same is covered by insurance maintained on the leased premises or the contents thereof; provided, however, that nothing contained in this paragraph shall affect or diminish Landlord's obligation to repair or rebuild in case of damage or destruction. All policies of insurance carried and maintained pursuant to this lease shall contain or be endorsed to contain a provision whereby the insured thereunder waives or is permitted to waive, prior to loss, all rights of subrogation against either Landlord or Tenant.

22. SUBORDINATION TO MORTGAGES. This lease is subordinate to the mortgages of record of the date hereof and, at the option of the Landlord,

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this lease shall be subordinated to the lien of any additional mortgage or deed of trust (hereinafter called "Mortgage") which Landlord may place on the leased premises and Tenant shall execute any instrument which may be required to effectuate such subordination, provided that before Landlord can cause this lease to be subordinated to the lien of any such mortgage under any circumstances whatsoever, Landlord must deliver to Tenant a recordable agreement signed by the mortgagee providing in substance that as long as Tenant shall discharge its obligations under this lease, the tenancy shall not be disturbed and shall not be affected by any default under the Mortgage, and in the event of foreclosure, the rights of Tenant shall survive and this lease shall continue in full force and effect, including the renewal options contained therein.

23. HOLDING OVER. In the event the Tenant remains in possession after expiration of this lease and any renewal terms without the execution of a new lease, the Tenant shall not acquire any right, title, or interest in or to the premises, and in such event, the Tenant shall occupy the leased premises as a Tenant from month-to-month, but both Landlord and Tenant shall otherwise be subject to all of the conditions, provisions and obligations of this lease insofar as the same shall be applicable.

24. RIGHT TO TERMINATE AND CANCEL LEASE. Tenant has entered into this lease based on the representation of Landlord that Piggly Wiggly Carolina Company, Inc., its successors or assigns will operate a typical full service grocery store in the shopping center in which the demised premises are a part. If at any time during the term of this lease or any extensions or renewals hereof, a Piggly Wiggly Carolina Company, Inc., or its successors or assigns, ceases to operate its business in the shopping center or vacates the shopping center of which the demised premises form a part, then and in such event and at all times thereafter, the Tenant has the right, at its option, to terminate and cancel this lease by giving Landlord six (6) months written notice prior to the effective date of such termination and cancellation. Tenant shall be relieved of and automatically released from all liabilities and obligations herein.

25. FRONT PARKING AREA AND BUILDINGS. Landlord agrees not to build any future buildings in said shopping center in front of the Tenant's building and not to build any buildings in front of the present shopping center front building line except that Landlord may build upon any designated outparcel or



other area designated as future construction as more fully set forth on Exhibit "B", and that all area in front of said front building line, except as provided herein, shall be devoted to marked, lighted, paved parking area. Landlord agrees not to lease any space in the shopping center within two hundred feet of the demised premises for use as a theater, bowling alley, game arcade or other entertainment facility, a bar, tavern, lounge or nightclub, a gym or fitness center, for offices (except incidental to retail use), as a school, training facility or meeting hall.

26. NOTICES. All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via Certified Mail, Return Receipt Requested, addressed as follows:

As to Landlord:                      Newton Land Corporation  
4444 Daley Street  
Charleston Heights, South Carolina 29405

As to Tenant :                      Corporate Secretary  
FAMILY DOLLAR STORES OF  
CHARLESTON, S.C., INC.  
Post Office Box 1017  
Charlotte, North Carolina 28201-1017

Either of the parties hereto may change the address to which notices are to be sent by giving notice to the other party of such change of address as provided in this paragraph. All payments of rents shall be mailed to the Landlord at the address designated above.

27. RECORDING. Landlord agrees to cause this Lease Agreement or an acceptable Memorandum of this Lease Agreement to be recorded in the appropriate office for the recordation of real estate conveyances for the County or other jurisdiction in which the demised premises are located and Landlord and Tenant shall share equally all expenses in connection with such recordation.

28. COMPLIANCE WITH LAWS. Landlord shall, at Landlord's sole cost and expense, comply with all of the requirements of all county, municipal, state and federal laws and regulations, now in force, or which may hereafter be in force, which pertain to the physical or environmental condition of the shopping center or the demised premises, including any requirements necessitating capital repairs or improvements.

Tenant agrees it shall comply with all governmental laws and regulations pertaining to the sale of any chemicals, paints or other merchandise sold or stored within the demised premises.



29. PARAGRAPH HEADINGS. The paragraph headings throughout this instrument are for convenience and reference only, and words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this lease.

30. LEASE BINDING ON HEIRS, ETC. It is further expressly agreed and understood that all covenants and agreements herein made shall extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest, and assigns of both the Landlord and Tenant, and that no modification of this lease shall be binding unless evidenced by an agreement in writing signed by Landlord and Tenant.

IN WITNESS WHEREOF the Landlord and Tenant have caused this indenture to be duly executed and sealed, in duplicate, this the day and year first above written.

Witness:

Janette Stancel  
Dorosa Hunter  
Janette Stancel  
Dorosa Hunter

Witness:

Mary Johnson  
Harold W. Staley  
Mary Johnson  
Harold W. Staley

LANDLORD:  
NEWTON LAND CORPORATION

By: Burton R. Schoole  
Its: President  
ATTEST:  
By: Jasper M. Keating, Jr.  
Its: Att. Sec.

TENANT:  
FAMILY DOLLAR STORES OF  
CHARLESTON, S.C., INC.

By: Adams  
Sr. Vice President  
ATTEST:  
By: James S. ...  
Assistant Secretary

STATE OF SOUTH CAROLINA

NOTARY

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED before me Jeanette Stancil and made oath that (s)he saw the within-named Barton R. Scholt, President of NEWTON LAND CORPORATION, a South Carolina corporation, sign, seal and as the act of the corporation deliver the within-written instrument and that (s)he with Deresa Hunder witnessed the execution thereof.

Jeanette Stancil  
Witness

SWORN to before me this 5<sup>th</sup> day of July, 1992.

Thomas Lane Hodge  
Notary Public, State of South Carolina  
MY COMMISSION EXPIRES OCTOBER 5, 1997

STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

PERSONALLY APPEARED before me Mary J. Linn and made oath that (s)he saw the within-named STEPHEN G. SIMMS, Sr. Vice President of FAMILY DOLLAR STORES OF CHARLESTON, S. C., INC., a South Carolina corporation, sign, seal and as the act of the corporation deliver the within-written instrument and that (s)he with Norman W. Stanley witnessed the execution thereof.

Mary J. Linn  
Witness

SWORN to before me this 7<sup>th</sup> day of July, 1992.

Phillip C. Falcone  
Notary Public, State of North Carolina  
My Commission Expires May 9, 1997



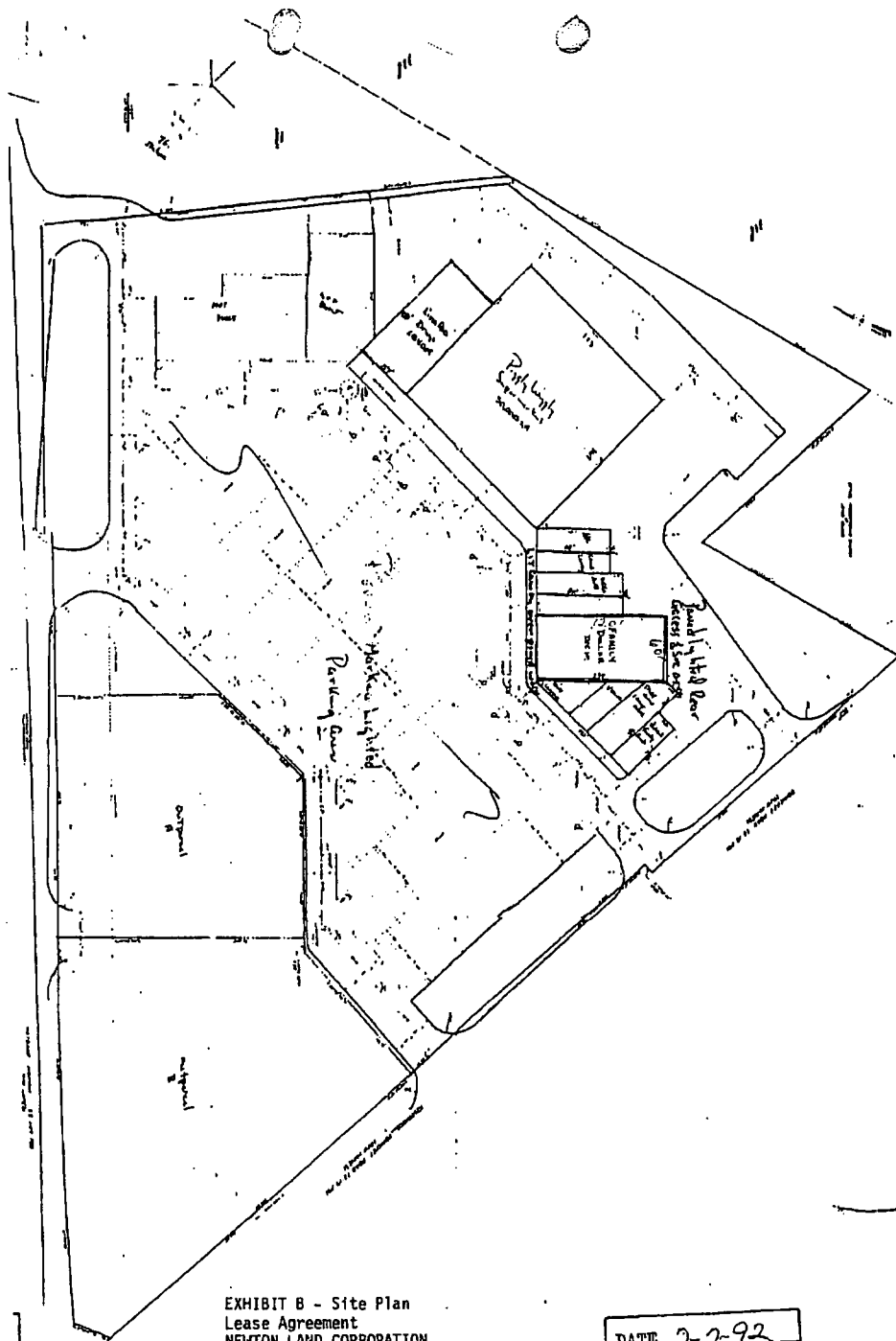
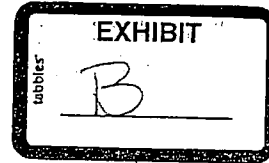


EXHIBIT B - Site Plan  
 Lease Agreement  
 NEWTON LAND CORPORATION  
 Landlord  
 FAMILY DOLLAR STORES OF CHARLESTON,  
 S.C., INC.  
 Tenant

DATE	7-7-92
APPROVED BY:	
LANDLORD:	
TENANT:	<i>[Signature]</i>



STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this 23rd day of August, 2007, by and between TAMSBERG PROPERTIES IV, LLC, a South Carolina limited liability company, as successor in interest to NEWTON LAND CORPORATION, a South Carolina corporation ("Landlord"), and FAMILY DOLLAR STORES OF SOUTH CAROLINA, INC., a South Carolina corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated July 7, 1992, ("Lease"), for that certain 7,200 square foot premises situated on Maybank Highway (Highway 700) at the intersection of Bohicket Road in the Johns Island Shopping Center, in the City of Johns Island, County of Charleston, State of South Carolina (the "Demised Premises"); and

WHEREAS, the term of the Lease will expire on December 31, 2007; and,

WHEREAS, Landlord and Tenant desire to extend the term of the Lease on the terms set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, Landlord and Tenant do hereby amend the Lease as follows:

1. NOTICES. Paragraph 26 of the Lease is hereby deleted and replaced with the following: All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the U. S. Mail and sent via Certified Mail, Return Receipt Requested, addressed as follows:

As to Landlord:

Payee: Tamsberg Properties  
126 Meeting Street  
Charleston, SC 29401

For Notices:

Tamsberg Properties  
126 Meeting Street  
Charleston, SC 29401

As to Tenant:

For U.S. Mail: Lease Administration Department  
FAMILY DOLLAR STORES OF SOUTH CAROLINA, INC.  
Post Office Box 1017  
Charlotte, North Carolina 28201-1017



-or-

For Commercial  
Delivery:

Lease Administration Department  
FAMILY DOLLAR STORES OF SOUTH CAROLINA, INC.  
10301 Monroe Road  
Matthews, North Carolina 28105

Either Landlord or Tenant may change its notice address by giving notice to the other party of the new address as provided in this Paragraph. All rent and other payments will be made payable to Landlord and will be mailed to Landlord at the first address designated above. Tenant shall not be obligated to pay rent to any person or entity other than Landlord until Tenant receives a written statement signed by Landlord and reasonably acceptable to Tenant designating the person or entity to receive rent, and if applicable, providing notice of the transfer of Landlord's interest in the Demised Premises.

2. TERM. The present term of the Lease is hereby extended for a period of five (5) years ending December 31, 2012. All of the terms, covenants and conditions of the Lease shall apply to the extended term, except as amended herein, except that beginning on January 1, 2008 (the "Rent Commencement Date") and continuing through December 31, 2012, Tenant hereby covenants and agrees to pay Landlord fixed rent at the rate of FOUR THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS per month (\$59,400.00/annum) plus a percentage rent equal to two percent (2%) of the gross sales in excess of \$2,970,000 made by Tenant on the Demised Premises each lease year period through December 31, 2012. The definition and procedure for gross sales shall be as set forth in Paragraph 1 of the Lease.

3. TERM EXTENSIONS. Landlord and Tenant agree that after December 31, 2012, the Lease shall be automatically extended one period at a time for two (2) successive periods of five (5) years each unless Tenant shall give written notice to Landlord canceling the next extended term at least one hundred and eighty (180) days before such extended term is scheduled to begin. All of the terms, covenants and conditions of the Lease, as amended herein, shall apply to each such extended term except the amount of rent set forth below shall be substituted for the amount of rent set forth in Paragraph 1 of this Amendment:



EXTENDED TERM	FIXED RENT	PERCENTAGE RENT
1 <sup>st</sup>	\$5,445.00/month(\$65,340.00/annum)	2% over \$3,267,000/annum
2 <sup>nd</sup>	\$5,989.50/month(\$71,874.00/annum)	2% over \$3,593,700/annum

4. COMMON AREA MAINTENANCE. Paragraph 13, Common Area Maintenance Charges, of the Lease is hereby amended to include the following:

The monthly amount to be paid by Tenant (as originally set in the Lease as \$6,768.00 annually or \$564.00 per month in the third natural paragraph of Paragraph 13 of the Lease) during the initial 2008 lease year shall be changed to \$3,864 per year or \$322 per month. In addition, the first sentence of the fifth natural paragraph of Paragraph 13 of the Lease is hereby deleted and replaced with the following: "If the amount paid by Tenant monthly on account is less than Tenant's actual proportionate share, Tenant shall pay the difference within ninety (90) days after receiving Landlord's statement."

5. TAXES. Paragraph 14, Taxes, of the Lease shall be deleted and replaced with the following:

Landlord will timely pay all taxes, user fees, assessments and other charges that may be levied, assessed or charged against the Shopping Center, including the Demised Premises, and Landlord will make all payments required to be made under the terms of any mortgage or deed of trust that is now or later becomes a lien on the Shopping Center or the Demised Premises.

Tenant will timely pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and other personal property. Beginning on the Rent Commencement Date, Tenant will reimburse Landlord for Tenant's proportionate share of the real estate taxes on the Shopping Center. Tenant's proportionate share will be equal to a fraction, the numerator of which will be the number of square feet of floor area in the Demised Premises, and the denominator of which will be the total number of square feet of floor area in all buildings in the Shopping Center, including the Demised Premises. Outparcels will be excluded if such outparcels are separately taxed. The amount of the real estate taxes to be reimbursed by Tenant will be reduced on a per diem basis for partial lease years.

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Commencing with the first full fixed minimum rent payment, Tenant will make payments on account to Landlord along with the fixed minimum rent. The monthly amount to be paid by Tenant in 2008 will be \$678.00. Beginning with the 2008 lease year, Landlord will furnish to Tenant a detailed statement annually within 120 days after the end of each lease year or partial lease year setting forth the actual amount of the real estate taxes and user fees set forth above and Tenant's proportionate share of such taxes and user fees along with copies of the tax bills for taxes included on the statement and evidence that the bills have been paid by Landlord, and an up-to-date schedule or plan of all spaces in the Shopping Center whether occupied or unoccupied and any other information Tenant may reasonably require. If the amount paid by Tenant monthly on account is less than Tenant's actual proportionate share, then Tenant will pay the difference within 90 days after receiving Landlord's statement. If the amount paid by Tenant monthly on account is greater than Tenant's actual proportionate share, then such overpayment will be refunded along with the statement. The monthly amount to be paid by Tenant will be adjusted annually to one-twelfth of Tenant's actual proportionate share of the taxes for the previous lease year. If Landlord fails to send the annual statement of Landlord's actual real estate taxes and Tenant's proportionate share within the 120 day period, then Tenant will have the right to cease making the monthly real estate tax payments to Landlord. Landlord's failure to send the annual statement will give Tenant the right to defer payment until the statement is received, but will not release Tenant from the obligation to pay its proportionate share of real estate taxes including any deferred payments after Tenant receives the required documentation from Landlord.

6. INSURANCE. In Paragraph 11 of the Lease, the fourth natural paragraph is hereby deleted and replaced with the following:

Commencing with the first full fixed rent payment, Tenant will make payments on account to Landlord along with the fixed minimum rent. The monthly amount to be paid by Tenant in 2008 will be \$188.00. Beginning with the 2008 lease year, Landlord will furnish to Tenant a detailed statement annually within 120 days after the end of each lease year or partial lease year setting forth the actual amount of the insurance premium set forth above and Tenant's proportionate share of such premium along with a copy of the declaration page of the policy, the schedule of premiums, proof of payment and an up-to-date

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schedule or plan of all spaces in the Shopping Center whether occupied or unoccupied. Upon request, Landlord will furnish any other information Tenant may reasonably require. If the amount paid by Tenant monthly on account is less than Tenant's actual proportionate share, then Tenant will pay the difference within 90 days after receiving Landlord's statement. If the amount paid by Tenant monthly on account is greater than Tenant's actual proportionate share, then Landlord will refund the overpayment along with the statement. The monthly amount to be paid by Tenant will be adjusted annually to one-twelfth of Tenant's actual proportionate share of the insurance premium for the previous lease year. If Landlord fails to send the annual statement of Landlord's actual premiums and Tenant's proportionate share within the 120 day period, then Tenant will have the right to cease making the monthly insurance payments to Landlord. Landlord's failure to send the annual statement within the 120 day period will give Tenant the right to defer payment until the statement is received, but will not release Tenant from the obligation to pay its proportionate share of insurance premiums including any deferred payments after Tenant receives the required documentation from Landlord.

7. DEMISED PREMISES REMODEL. Tenant shall make the alterations to the Demised Premises as set forth on Exhibit A – Renovation List attached hereto and incorporated herein, and Tenant will use best efforts to complete the alterations before January 1, 2009.

8. RECORDING. Landlord agrees to execute a Memorandum of this Amendment acceptable to Tenant which Tenant may record, at its expense, in the appropriate office for the recordation of real estate conveyances for the county or other jurisdiction in which the Demised Premises are located. Landlord shall furnish an accurate legal description of the Demised Premises if needed to record the Memorandum and Landlord shall execute and deliver to Tenant any other affidavits, statements or documents needed to record the Memorandum.

9. AUTHORITY. Landlord represents and warrants that Landlord has full right and lawful authority to enter into this Amendment for the present term and all extensions; that the Landlord is lawfully seized of the demised premises and has good title thereto; and that no consent or approval of any mortgagee of the Demised Premises or any other entity is required.

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Tenant represents and warrants that Tenant has full right and lawful authority to enter into this Amendment.

It is mutually understood and agreed that the Lease shall remain in full force and effect except as the same is specifically modified and amended hereby. All covenants, terms, obligations and conditions of the Lease which are not modified or amended herein are hereby ratified and confirmed.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be duly executed and sealed this the day and year first above written.

WITNESSES:

William B. Miller  
Harold Little

LANDLORD  
TAMSBURG PROPERTIES IV, LLC (Seal)

By: Joseph L. Tamsberg, Jr.  
Managing Member

WITNESSES:

Linda R. [Signature]  
Jenny DeFuria

TENANT  
FAMILY DOLLAR STORES OF  
SOUTH CAROLINA, INC.

By: Thomas M. Nash  
Senior Vice President-New Stores

ATTEST:

By: Thomas E. Schoenheit  
Assistant Secretary



STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this the 4<sup>th</sup> day of September 2007 by Joseph L. Tamsburg, Jr., as Managing Member of Tamsburg Properties IV, a LLC, on behalf of the

*Sharon D. Fette*  
Printed Name: Sharon D. Fette  
Notary Public

My Commission Expires:  
August 08, 2011

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this the 23rd day of August, 2007 by THOMAS M. NASH and THOMAS E. SCHOENHEIT, Senior Vice President-New Stores and Assistant Secretary, respectively, of FAMILY DOLLAR STORES OF SOUTH CAROLINA, INC., a South Carolina corporation.

WITNESS my hand and notarial seal this the 23rd day of August, 2007.

*Georgina Maria Agullera*  
Georgina Maria Agullera  
Notary Public

My Commission Expires:  
May 1, 2008



*AND*  
A circular stamp with the text "INITIAL RHA HERE" and a signature line above it.

**EXHIBIT A  
RENOVATION LIST**

1. Upgrade all merchandising fixtures to Concept Renewal.
2. Upgrade product layout to Concept Renewal.
3. Repair drywall and paint sales floor walls, including existing office, Concept Renewal color, "Delicious melon."
4. Install new checkout counters.
5. Replace damaged ceiling tiles.
6. Replace damaged floor tiles that impact safety.
7. Install new base cove as needed on sales floor.
8. Install new Concept Renewal signing and graphics.



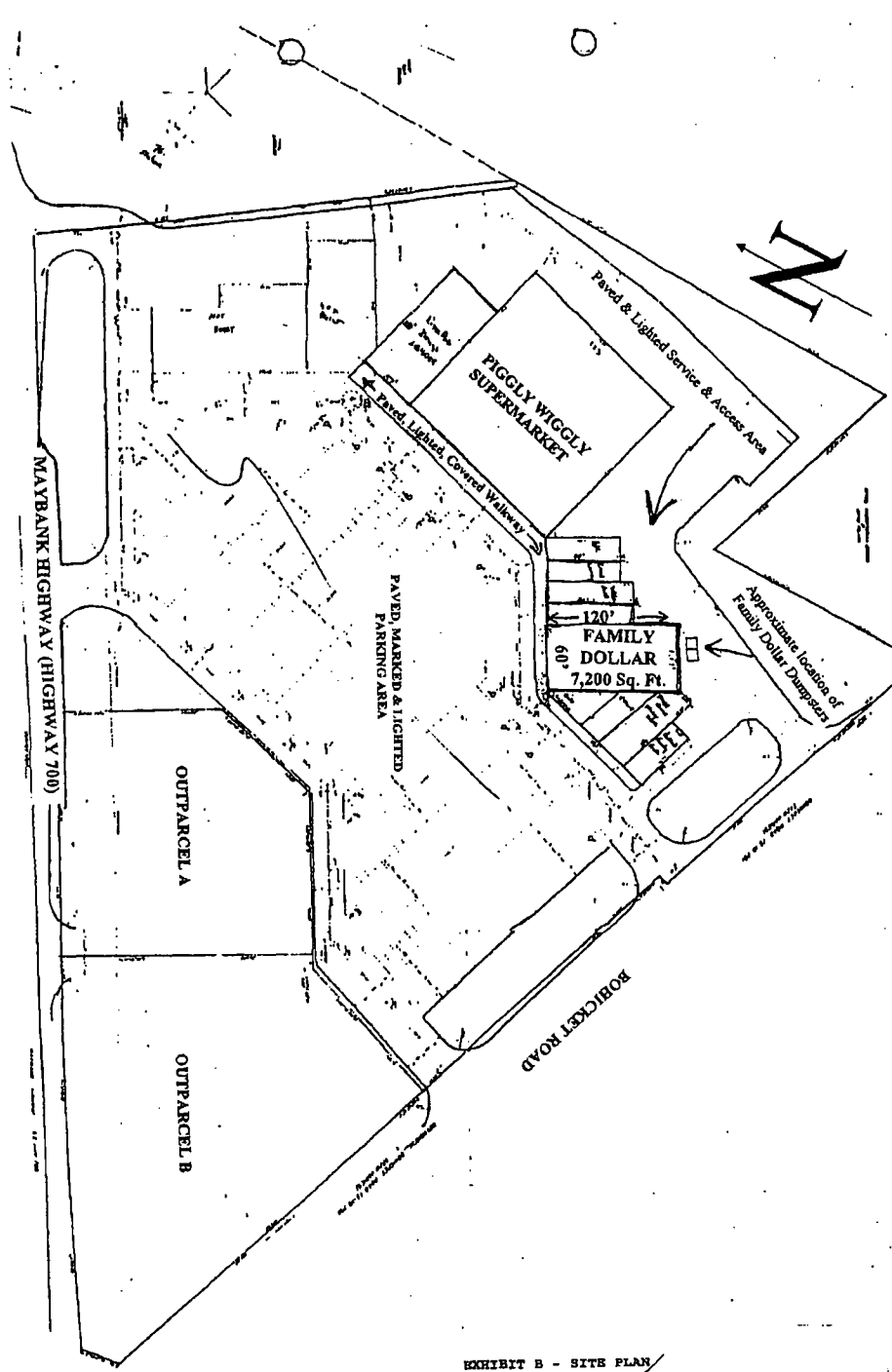


EXHIBIT B - SITE PLAN  
 STORE #2112  
 AMENDMENT TO LEASE DATED: AUGUST 23, 2007  
 LOCATION: JOHN'S ISLAND  
 LANDLORD: *[Signature]* TENANT: *RHU*



#2112 Johns Island, SC\_CR2 Amendment  
STATE OF SOUTH CAROLINA

**SECOND AMENDMENT TO LEASE AGREEMENT**

COUNTY OF CHARLESTON

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this 19th day of July, 2011, by and between TAMSBERG PROPERTIES IV, LLC, a South Carolina limited liability company, successor landlord to NEWTON LAND CORPORATION ("Landlord"), and FAMILY DOLLAR STORES OF SOUTH CAROLINA, INC., a South Carolina corporation, successor in interest to Family Dollar Stores of Charleston, S.C., Inc. ("Tenant").

WHEREAS, Landlord and Tenant are parties to a Lease Agreement dated July 7, 1992 ("Original Lease Agreement"), as amended by that certain First Amendment to Lease Agreement dated August 23, 2007 (the Original Lease Agreement, as amended, is the "Lease"), for that certain premises situated in the Landlord's shopping center known as Johns Island Shopping Center, which is located on Maybank Highway (Highway 700) at the intersection of Bohicket Road, and having a street address of 3575 Maybank Highway, in the City of Johns Island, County of Charleston, State of South Carolina ("demised premises"). The demised premises are more specifically described in the Lease and identified by Tenant as Store #2112; and

WHEREAS, Tenant operates a retail store in the demised premises; and

WHEREAS, Landlord and Tenant desire to renovate Tenant's store and Tenant is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment, Landlord and Tenant amend the Lease as follows:

1. EXTENDED TERMS AND RENT. The present term of the Lease, being the second extended term, is scheduled to expire on December 31, 2012. Landlord and Tenant agree that the duration of the second extended term will be increased and extended through December 31, 2017. Tenant will continue to pay to Landlord fixed rent in the amount of FOUR THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS per month (\$59,400.00/annum), plus percentage rent equal to 2% of the gross sales, as defined in the Lease, in excess of \$2,970,000 made by Tenant on the demised premises during each lease year period through December 31, 2017.

Landlord and Tenant agree and confirm that there are two remaining five-year extended terms of the Lease (the third and fourth extended terms). The fixed rent for the third and fourth extended terms will remain as set forth in Paragraph 3 of the First Amendment to Lease Agreement. The term of the Lease will be automatically extended one period at a time unless Tenant gives written notice to Landlord canceling the next

MA  
INITIAL  
HERE

extended term at least 180 days before the extended term is scheduled to begin. If Tenant gives written notice to Landlord, then the Lease will expire the day before the extended term is scheduled to begin. All of the terms, covenants and conditions of the Lease, as amended by this Amendment, will apply to the extended terms. For all purposes under the Lease, as amended by this Amendment, the phrases "the term of this lease" and "lease term" mean the present term and any extension that comes into effect pursuant to the Lease as amended.

2. ALTERATIONS. Tenant will make non-structural improvements and alterations to the demised premises and Tenant will have the right to make, at its expense, the non-structural improvements and alterations generally described as replacing floor tiles as needed, replacing ceiling tiles as needed, installing window film, relocating interior power poles, installing/replacing coolers, replacing cash wrap, painting interior, and replacing exterior signage, including patching and repairing. All work performed by Tenant will be done in a workmanlike manner and in compliance with all applicable building codes. If any mechanic's lien or other lien is filed against the demised premises arising out of any labor or material furnished to Tenant pursuant to a contract with Tenant, then Tenant will promptly commence efforts to discharge the lien and will diligently pursue such efforts until the lien is discharged. Upon termination of the Lease, Tenant will not be required to restore the demised premises to their condition prior to the making of Tenant's improvements and alterations; provided, however, Tenant will deliver the demised premises in "broom clean" condition. To the extent that the provisions of this paragraph conflict with the Lease, the provisions in this Amendment control.

3. SIGNS. As part of Tenant's renovations, Landlord and Tenant agree that Tenant may replace its building sign, under canopy sign, and/or road sign with new signs, bearing Tenant's new standard graphics and colors, in the location of the current signs.

4. NOTICES. Paragraph 26 of the Original Lease Agreement, as modified by Paragraph 1 of the First Amendment to Lease Agreement is deleted and replaced with the following:

26. NOTICES. All notices from Tenant to Landlord or Landlord to Tenant must be in writing to be effective. Notices sent via fax and e-mail will be effective between Landlord and Tenant, except that notices sent by Tenant pursuant to Paragraph 6, notices of default sent by either party including any notice intending to start a cure period under Paragraph 15 or 18 or any notice sent to change the notice address of Landlord or Tenant must be sent to the address set forth below either by (i) United States mail sent via Certified Mail, Return Receipt Requested, or by (ii) commercial national delivery service capable of providing written proof of delivery. Any notice sent by certified mail or commercial delivery service will be deemed given when mailed even if the party to whom the notice is sent refuses to accept delivery.



#2112 Johns Island, SC\_CR2 Amendment

As to Landlord  
For Payments:

TAMSBURG PROPERTIES  
C/o CB Richard Ellis/Carmody, LLC  
Post Office Box 310  
Charleston, South Carolina 29402

-or-  
For Notices:

TAMSBURG PROPERTIES  
C/o CB Richard Ellis/Carmody, LLC  
Post Office Box 310  
Charleston, South Carolina 29402

With a copy to:

TAMSBURG PROPERTIES  
126 Meeting Street  
Charleston, South Carolina 29401  
Attention: Joseph L. Tamsberg, Jr.  
Managing Member

As to Tenant:  
For U.S. Mail:

Lease Administration Department  
FAMILY DOLLAR STORES OF SOUTH CAROLINA, INC.  
Post Office Box 1017  
Charlotte, North Carolina 28201-1017

-or-  
For Commercial  
Delivery:

Lease Administration Department  
FAMILY DOLLAR STORES OF SOUTH CAROLINA, INC.  
10301 Monroe Road  
Matthews, North Carolina 28105

Either Landlord or Tenant may change its notice address by giving written notice to the other party of the new address as provided in this Paragraph. All rent and other payments will be made by Tenant's check payable to Landlord and mailed to Landlord at the first address designated above, unless Tenant elects to make payments to Landlord by direct deposit into a bank account designated by Landlord. Tenant will not be obligated to pay rent to any person or entity other than Landlord until Tenant receives either: (i) a written statement signed by Landlord and reasonably acceptable to Tenant designating the person or entity to receive rent and, if applicable, providing notice of the transfer of Landlord's interest in the demised premises, or (ii) a copy of the deed signed by Landlord transferring ownership of the demised premises or a copy of an assignment of this Lease signed by Landlord.

5. **RECORDING:** Landlord agrees to execute a memorandum of this Amendment ("Memorandum") acceptable to Tenant, which Tenant may record, at its expense, in the appropriate office for the recordation of real estate conveyances for the county or other jurisdiction where the demised premises are located. Landlord will

3



LL000031

furnish an accurate legal description of the demised premises or the shopping center and will execute any other statement, affidavit, or other document necessary for recording the Memorandum.

6. AUTHORITY. Landlord represents and warrants that Landlord has full right and lawful authority to enter into this Amendment for the present term and all extensions; that the Landlord is lawfully seized of the demised premises and shopping center, and has good title thereto; and that no consent or approval of any mortgagee of the demised premises or the shopping center or any other entity is required.

Tenant represents and warrants that Tenant has full right and lawful authority to enter into this Amendment.

It is mutually understood and agreed that the Lease will remain in full force and effect, except as the Lease is specifically modified and amended by this Amendment. All covenants, terms, obligations and conditions of the Lease that are not modified or amended by this Amendment are hereby ratified and confirmed.

Landlord and Tenant have caused this Amendment to be duly signed and sealed.

WITNESSES:

Sharon D. Fetter  
Wendie Christensen

LANDLORD  
TAMSBURG PROPERTIES IV, LLC (SEAL)

By: [Signature]  
Joseph L. Tamsberg, Jr.  
Managing Member

WITNESSES:

[Signature]  
Susan Farrar  
Darnell A. Stallings  
Darnell A. Stallings

TENANT  
FAMILY DOLLAR STORES OF  
SOUTH CAROLINA, INC.

By: [Signature]  
Kelth M. Gehl  
Senior Vice President  
Real Estate and Facilities

ATTEST:

Heather B. Adams  
Heather B. Adams  
Assistant Secretary



#2112 Johns Island, SC\_CR2 Amendment

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

PROBATE

Personally appeared before me Sharon D. Fette and made oath that (s)he saw the within named JOSEPH L. TAMSBERG, JR., sign, seal and as his act and deed, deliver the written instrument, and that (s)he with Delaide Christensen witnessed the execution thereof.

SWORN to before me this 9th day of July, 2011.

Sharon D. Fette  
Cheryl A. Parish  
Notary Public, Charleston County  
State of South Carolina  
My Commission expires: October 17, 2016

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

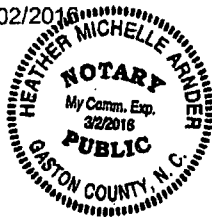
PROBATE

Personally appeared before me Susan Farrar and made oath that she saw the within named KEITH M. GEHL and HEATHER B. ADAMS, Senior Vice President—Real Estate and Facilities and Assistant Secretary, respectively, of FAMILY DOLLAR STORES OF SOUTH CAROLINA, INC., sign, seal and as their act and deed, deliver the written instrument, and that she with Damell A. Stallings witnessed the execution thereof.

SWORN to before me this 19th day of July, 2011.

Susan Farrar  
Susan Farrar

Heather Michelle Arnder  
Heather Michelle Arnder  
Notary Public, Mecklenburg County  
State of North Carolina  
My Commission expires: 03/02/2016





Charleston Fire Department  
2 George Street Suite 3800  
Charleston, SC 29401

Department Violation Notice



June 2, 2022

Family Dollar  
3575 MAYBANK HWY, Q/R/S  
Johns Island (P.O.), SC 29455

A fire safety inspection was conducted at this location on Jun 2, 2022. The items listed below were noted and need to be corrected in order to improve safety and assist you with code compliance. You are hereby notified to correct the noted violations immediately.

A reinspection will be conducted on Jul 2, 2022. Failure to correct the violations can result in criminal prosecution under the Code of the City of Charleston.

This report does not imply that the occupancy is safe from fire or that all code violations have been identified. Appeal of this order shall be submitted, in writing, within 30 days of this notice to the City of Charleston Fire Marshal at: 2 George St, Suite 3800, Charleston, SC 29401.

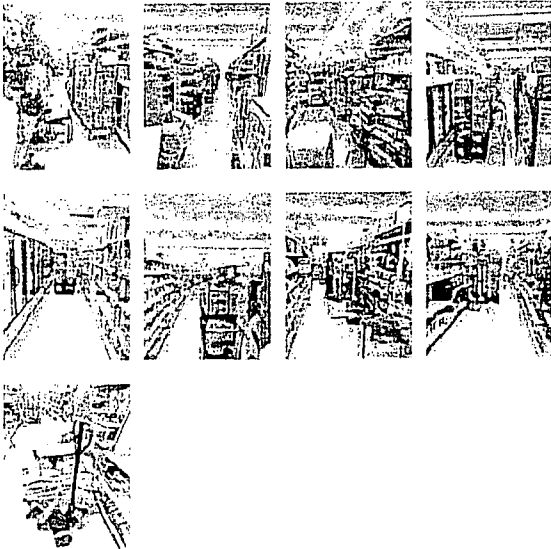
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Violations

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A-01 Exit path unobstructed

Note



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Violations

---

A-08 Exit doors approved for thumb lock include signage

Note Please add signage "Door to remain unlocked while occupied "



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M-01 Extension cords for temp. use of portable items

Note Extension cords may not be used in place of permanent wiring



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M-03 Breaker panels covers are intact and closed

Note Panel doors needs to be able to close. Please replace the latches to close the door.

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M-07 Electrical panel min clearance (30"w 36"d 78"h)

Note Please Clear the area around storage panel.

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Y-01 Storage, stock, etc: orderly and not excessive

Note



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Y-06 Current City Bus. License posted in public view

Note

---

Y-07 Current tenant Occ. permit posted in public view

Note

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Violations

---

Z-01 Additional comments

Note Please replace ceiling tiles.



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Inspection Note Inspection Type: Inspection: Fire Safety, Routine

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Please visit our website for additional resources: [www.charleston-sc.gov/FireMarshal](http://www.charleston-sc.gov/FireMarshal)

Handwritten signature of Nichole Lamb.

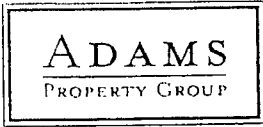
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E045692 Nichole Lamb  
Inspector

Handwritten signature of Star Quinn.

---

Star Quinn



AUGUSTA OFFICE  
111 SHARON DRIVE  
AUGUSTA, GA 30907

CHARLESTON OFFICE  
2295 AVE PLEASANT STREET  
CHARLESTON, SC 29403

WWW.ADAMSPROPGROUP.COM

March 1, 2022

Via Certified Mail Return Receipt Requested



Family Dollar Stores of South Carolina, LLC  
Attn: Lease Administration – Store # 22112  
PO Box 1017  
Charlotte, NC 28202

**RE: Lease Agreement by and between Tamsberg Properties IV, LLC, predecessor in interest to 3575 Maybank, LLC, as Landlord, and Family Dollar Stores of South Carolina, Inc. dated July 7, 1992. and amended by a First and Second Amendment (collectively the “Lease”), as Tenant  
Family Dollar Store # 22112  
Johns Island Shopping Center  
Johns Island, South Carolina**

To Whom It May Concern,

This letter shall serve as notice of default of the referenced Lease Agreement. Each default of the Lease is listed in detail below.

1. Original Lease dated July 7, 2022: Section 12. Maintenance and Repairs  
 “The Tenant shall keep, maintain and repair at its expense all interior portions (except structural portions) of the demised premises including plate glass and door closures and keep plumbing, electrical, heating and air conditioning systems in repair.”  
 Violation: Tenant has not maintained the interior of the demised premises. The interior of the premises is unkept, and in extremely poor condition. Floor tiles are chipped, the paint is faded, and multiple ceiling tiles need to be replaced.

2. Common Area: Lease Agreement – Exhibit B.  
 Violation: The Common Area of the Shopping Center shown in Exhibit B is maintained by the Landlord and is the area available for use by all tenants. The installation of an ice machine on the sidewalk in front of the demised premises has inhibited the use of the common area. Tenant shares the sidewalk with all other tenants of the shopping center; therefore, Tenant must remove the ice machine. Tenant has also not been given permission and will not be permitted to have any items, whether displayed on racks, in boxes, or in bins, which restrict the flow of traffic on the sidewalk in front of the demised premises considered common area.

Violation: The rear of the demised premises is littered with debris. Boxes, bins, roll tracks, and wire racks are just a few of the observed items left in the back of the demised premises. Wire racks are stored outside of the demised premises and leaning on the building. Roll racks are left outside as well. Wire racks leaning against the newly painted building is completely unacceptable. Tenant will be held responsible for all damage caused due to the wire racks or any other objects being left leaning against the building. All items belonging to Tenant must be placed inside the demised premises and are not permitted in the common area.

3. **Fire Code Violations:**

South Carolina Fire Code: 901.4.6 Pump and Riser Room Size:

Fire pump and automatic sprinkler system riser rooms shall be provided with a door(s) and an unobstructed passageway large enough to allow removal of the largest piece of equipment.

Violation: Tenant has obstructed the passageway to the riser room located in the back room of the demised premises, which as noted above, is a fire code violation.

4. **Parking Lot Damage:**

A vendor providing services to Tenant caused damage in late 2021 to the newly sealed and striped parking lot at John's Island Shopping Center. Tenant was notified of the incident in writing on October 6, 2021, as well as verbally during numerous conversations with a representative of Tenant. The vendor ignored caution tape, cones, and verbal direction from our contractors to avoid the newly poured area and caused the damage depicted in the photos attached.

The vendor in question was servicing the unapproved ice machine that management has requested tenant remove from the demised premises during numerous previous communications. The Landlord has invested a significant amount of money renovating and improving this property and will not allow any tenant, or vendor of a tenant to blatantly cause damage and disrepair. Reimbursement in full for the damage caused by the vendor must be received within ten (10) days of this notice (repair quote attached).

Attached you will find photo evidence of the above violations. This letter shall serve as notice and demand that immediate action be taken to cure the defaults within ten (10) days from the date hereof to avoid further legal action.

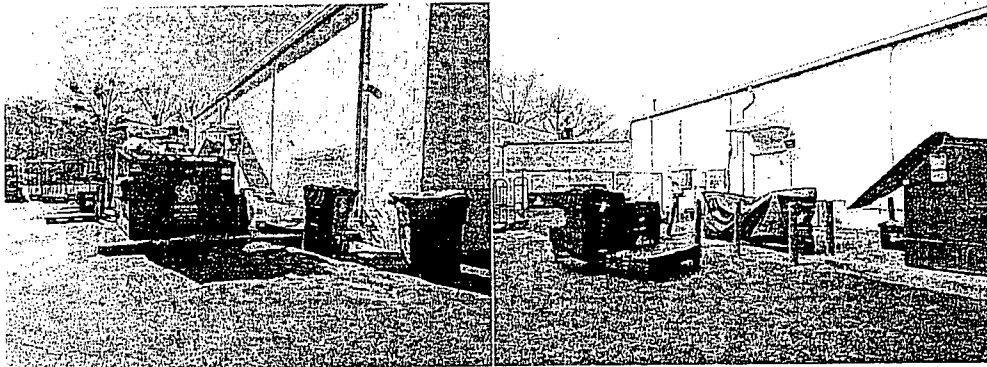
Very Respectfully,

Tracy Watson  
*Director of Property Management*  
Office: (843) 941-4001  
Mobile: (252) 723-6620  
[twatson@adamspropgroup.com](mailto:twatson@adamspropgroup.com)

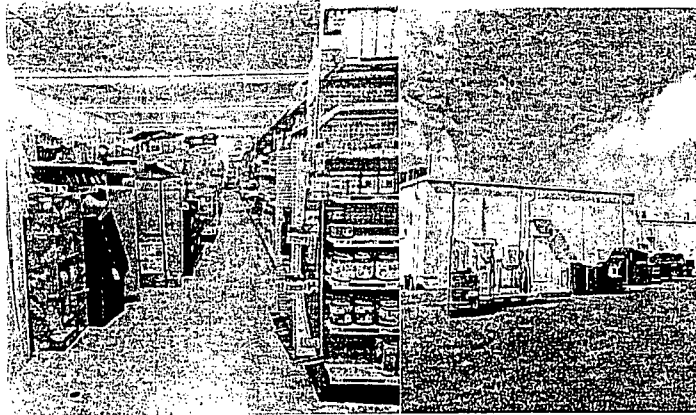
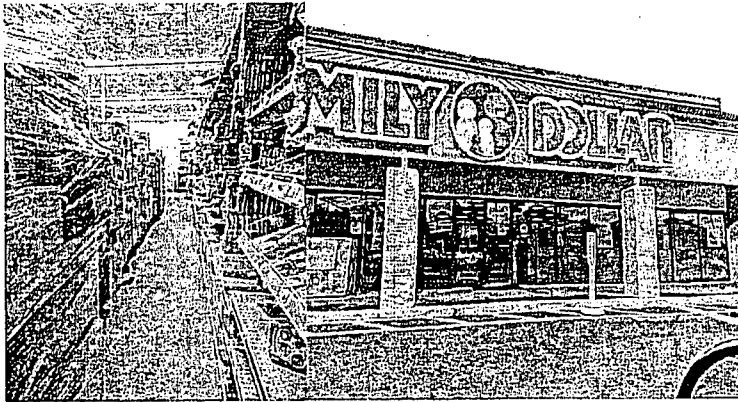
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Attachments

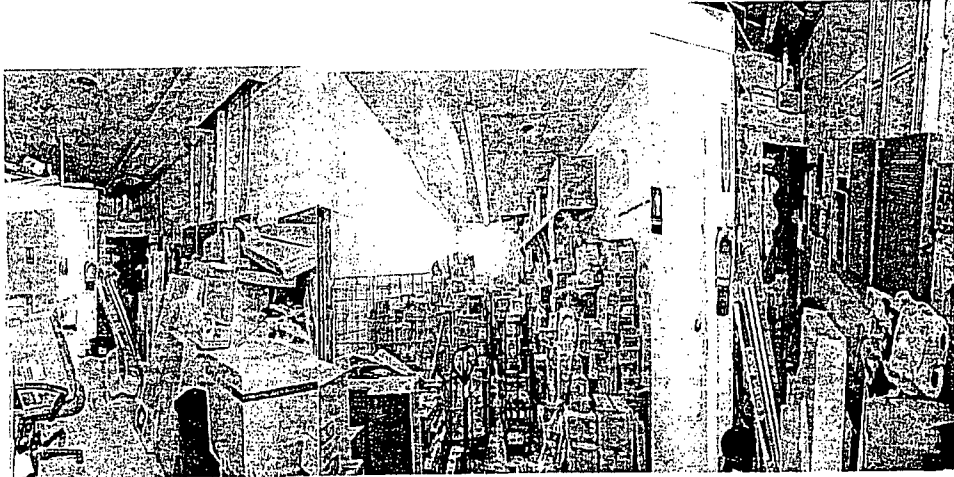
cc: Family Dollar Stores of South Carolina, LLC  
Lease Administration Department – Store # 22112  
10301 Monroe Road  
Matthews, North Carolina 28105



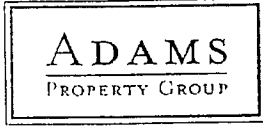
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LL000040



LL000041



AUGUSTA OFFICE  
111 MARION DRIVE  
AUGUSTA, GA 30907

CHARLESTON OFFICE  
2208 MIT PLEASANT STREET  
CHARLESTON, SC 29403

WWW.ADAMSPROPGROUP.COM

April 28, 2022

Via Certified Mail Return Receipt Requested



Family Dollar Stores of South Carolina, LLC  
Attn: Lease Administration – Store # 22112  
PO Box 1017  
Charlotte, NC 28202

**RE: Lease Agreement by and between Tamsberg Properties IV, LLC, predecessor in interest to 3575 Maybank, LLC, as Landlord, and Family Dollar Stores of South Carolina, Inc. dated July 7, 1992. and amended by a First and Second Amendment (collectively the “Lease”), as Tenant  
Family Dollar Store # 22112  
Johns Island Shopping Center  
Johns Island, South Carolina**

To Whom It May Concern,

This letter shall serve as second notice of default of the referenced Lease Agreement. Each default of the Lease is listed in detail below.

1. Original Lease dated July 7, 2022: Section 12. Maintenance and Repairs  
“The Tenant shall keep, maintain, and repair at its expense all interior portions (except structural portions) of the demised premises including plate glass and door closures and keep plumbing, electrical, heating and air conditioning systems in repair.”

Violation: Tenant has not maintained the interior of the demised premises, The interior of the premises is unkept, and in extremely poor condition. Floor tiles are chipped, the paint is faded, and multiple ceiling tiles need to be replaced. As of our property visit on April 21, 2022, the above violation has not been resolved.

2. Common Area: Lease Agreement – Exhibit B.

Violation: The Common Area of the Shopping Center shown in Exhibit B is maintained by the Landlord and is the area available for use by all tenants. As of our property visit on April 21, 2022, we did notate that while you have removed the ice machine as requested in the original default dated March 1, 2022, your store window front where the ice machine was located is mired in dirt and grime. Therefore, Family Dollar needs to contract to have the store window front pressure washed by a vendor approved by the landlord.

Tenant has also not been given permission and will not be permitted to have any items, whether displayed on racks, in boxes, or in bins, which restrict the flow of traffic on the sidewalk in front of the demised premises that is considered common area. As of our property visit on April 21, 2022, the above violation has not been resolved.

Violation: The rear of the demised premises is littered with debris. Boxes, bins, roll tracks, and wire racks are just a few of the observed items left in the back of the demised premises. Wire racks are stored outside of the demised premises and leaning on the building. Roll racks are left outside as well. Wire racks leaning against the newly painted building is completely unacceptable. Tenant will be held responsible for all damage caused due to the wire racks or any other objects being left leaning against the building. All items belonging to Tenant must be placed inside the demised premises and are not permitted in the common area. As of our property visit on April 21, 2022, the above violation has not been resolved.

3. **Fire Code Violations:**

South Carolina Fire Code: 901.4.6 Pump and Riser Room Size:

Fire pump and automatic sprinkler system riser rooms shall be provided with a door(s) and an unobstructed passageway large enough to allow removal of the largest piece of equipment.

Violation: Tenant has obstructed the passageway to the riser room located in the back room of the demised premises, which as noted above, is a fire code violation.

As of our property visit on April 21, 2022, property management entered the premises and viewed the back storage room where the riser room is also located, the above violation has not been resolved.

4. **Parking Lot Damage:**

A vendor providing services to Tenant caused damage in late 2021 to the newly sealed and striped parking lot at John's Island Shopping Center. Tenant was notified of the incident in writing on October 6, 2021, as well as verbally during numerous conversations with a representative of Tenant. The vendor ignored caution tape, cones, and verbal direction from our contractors to avoid the newly poured area and caused the damage depicted in the photos attached.

The vendor in question was servicing the unapproved ice machine that management has requested tenant remove from the demised premises during numerous previous communications. The ice machine has been removed since our letter dated March 1, 2022. The Landlord has invested a significant amount of money renovating and improving this property and will not allow any tenant, or vendor of a tenant to blatantly cause damage and disrepair. Reimbursement in full for the damage caused by the vendor must be received within ten (10) days of this notice (repair quote attached). As of the date of this letter, the landlord has not been reimbursed for the repair.

5. **Operating Hours:**

On April 28, 2022, during our property visit at approximately 12:15pm, our property management team attempted to enter the Family Dollar premises, only to encounter a locked door and confused customers asking why the doors were locked during normal business hours. There was no sign on the door indicating any type of emergency or explanation of why Family Dollar was closed in the middle of the day during normal business hours. Upon an additional property visit on May 2, 2022, at approximately 12:45pm, property management encountered the store closed yet again, without any signage on the door. This was not the first instance of this occurrence however, the last occurrence there was a note on the door explaining there was no staff.

Violation: Per Section 3; Use of Premises, the tenant must use the demised premises in

a way that does not adversely affect the other tenants or the reputation of the shopping center. The unexplained closure of Family Dollar during normal business hours adversely affected patrons of the shopping center, therefore, the reputation of the shopping center.

Attached you will find photo evidence of the above violations. This letter shall serve as notice and demand that immediate action be taken to cure the defaults within ten (10) days from the date hereof to avoid further legal action.

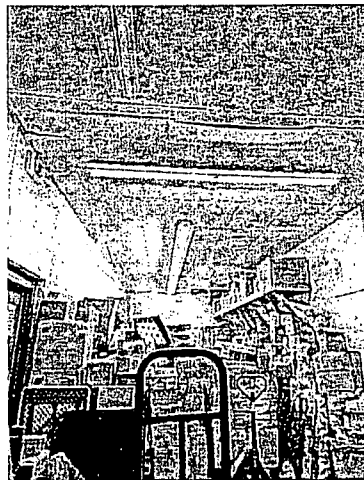
Very Respectfully,

Tracy Watson  
*Director of Property Management*  
Office: (843) 941-4001  
Mobile: (252) 723-6620  
[twatson@adamspropgroup.com](mailto:twatson@adamspropgroup.com)

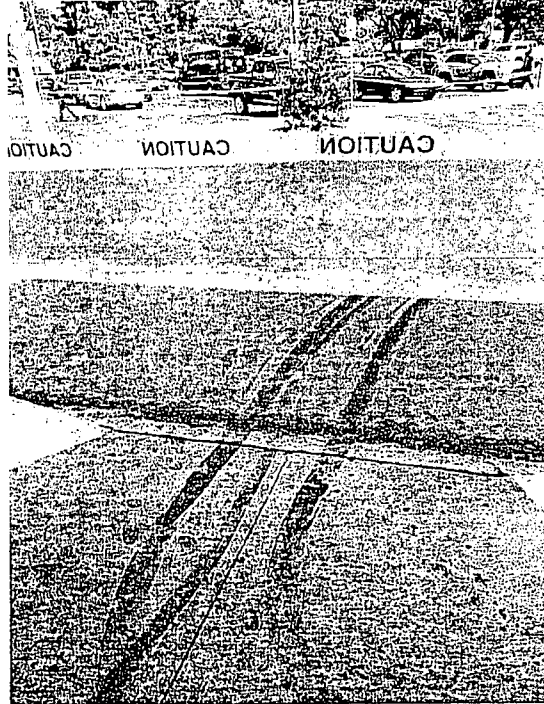
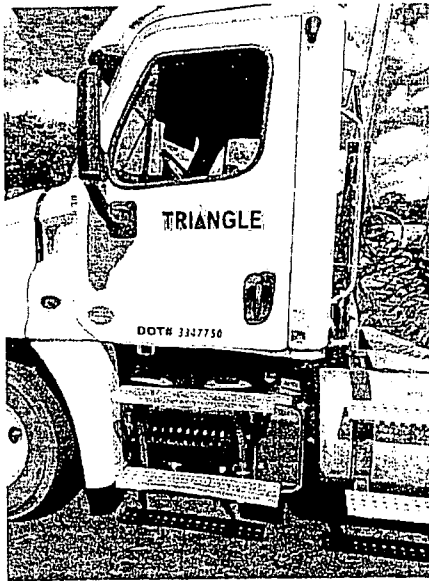
LL000044

Attachments

cc: Family Dollar Stores of South Carolina, LLC  
Lease Administration Department – Store # 22112  
10301 Monroe Road  
Matthews, North Carolina 28105



LL000045



LL000046



AUGUSTA OFFICE  
111 SHARONA DRIVE  
AUGUSTA, GA 30907

CHARLESTON OFFICE  
228 N. PLEASANT STREET  
CHARLESTON, SC 29403

WWW.ADAMSPROPGROUP.COM

May 19, 2022

Via Certified Mail Return Receipt Requested



Family Dollar Stores of South Carolina, LLC  
Attn: Lease Administration – Store # 22112  
PO Box 1017  
Charlotte, NC 28202

**RE: Lease Agreement by and between Tamsberg Properties IV, LLC, predecessor in interest to 3575 Maybank, LLC, as Landlord, and Family Dollar Stores of South Carolina, Inc. dated July 7, 1992, and amended by a First and Second Amendment (collectively the “Lease”), as Tenant  
Family Dollar Store # 22112  
Johns Island Shopping Center  
Johns Island, South Carolina**

To Whom It May Concern,

As of today’s date, May 19, 2022, previous defaults sent via certified letter dated February 22, 2022, and April 28, 2022, have not been adequately cured. This letter shall serve as third notice of default of the referenced Lease Agreement. Each default of the Lease is listed in detail below.

**1. Original Lease dated July 7, 2022: Section 12. Maintenance and Repairs**

“The Tenant shall keep, maintain, and repair at its expense all interior portions (except structural portions) of the demised premises including plate glass and door closures and keep plumbing, electrical, heating and air conditioning systems in repair.”

Violation: Tenant has not maintained the interior of the demised premises. As of our property visit on May 16, 2022, the heating and air conditioning unit is leaking through a large gap in the ceiling where ceiling tiles are missing. The floor below the leak is saturated. Additionally, debris and dirt from the deteriorated ceiling tiles is littered in the middle of the store aisle. This area had not been cleaned up. The insulation in the ceiling is exposed and beginning to fall, as well as wiring from the ceiling lights. The employees did not have the aisle adequately blocked to prevent customers from entering the aisle and causing injury.

**2. Common Area: Lease Agreement – Exhibit B.**

Violation: The Common Area of the Shopping Center shown in Exhibit B is maintained by the Landlord and is the area available for use by all tenants. As of our property visit on May 16, 2022, we did notate that while you have removed the ice machine as requested in the original default dated March 1, 2022, your store window front where the ice machine was located is mired in dirt and grime. Therefore, Family Dollar needs to contract to have the store window front pressure washed by a vendor approved by the landlord.

3. **Fire Code Violations:**

South Carolina Fire Code: 901.4.6 Pump and Riser Room Size:

Fire pump and automatic sprinkler system riser rooms shall be provided with a door(s) and an unobstructed passageway large enough to allow removal of the largest piece of equipment.

Violation: Tenant has obstructed the passageway to the riser room located in the back room of the demised premises, which as noted above, is a fire code violation.

As of our property visit on May 16, 2022, property management entered the premises and viewed the back storage room where the riser room is also located, the above violation has not been resolved.

4. **Parking Lot Damage:**

A vendor providing services to Tenant caused damage in late 2021 to the newly sealed and striped parking lot at John's Island Shopping Center. Tenant was notified of the incident in writing on October 6, 2021, as well as verbally during numerous conversations with a representative of Tenant. The vendor ignored caution tape, cones, and verbal direction from our contractors to avoid the newly poured area and caused the damage depicted in the photos attached.

The vendor in question was servicing the unapproved ice machine that management has requested tenant remove from the demised premises during numerous previous communications. The ice machine has been removed since our letter dated March 1, 2022. The Landlord has invested a significant amount of money renovating and improving this property and will not allow any tenant, or vendor of a tenant to blatantly cause damage and disrepair. Reimbursement in full for the damage caused by the vendor must be received within ten (10) days of this notice (repair quote attached). As of the date of this letter, the landlord has not been reimbursed for the repair.

5. **Operating Hours:**

On May 17, 2022, Family Dollar closed in the middle of the day during normal business hours, due to an unaddressed leak in the ceiling causing flooding of the store floor. This is not the first instance of this occurrence however, the last occurrence there was no explanation. The store manager reported that she had no information prepared for her regarding who she is responsible for calling to repair and resolve the leak. She contacted Adams Property Group, LLC, Property Management, who supplied her with the contact information of the Regional Asset Protection Manager.

Violation: Per Section 3; Use of Premises, the tenant must use the demised premises in a way that does not adversely affect the other tenants or the reputation of the shopping center. The unexplained closure of Family Dollar during normal business hours adversely affected patrons of the shopping center, therefore, the reputation of the shopping center.

Attached you will find photo evidence of the above violations. This letter shall serve as notice

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and demand that immediate action be taken to cure the defaults within ten (10) days from the date hereof to avoid further legal action.

Very Respectfully,

Tracy Watson  
*Director of Property Management*  
Office: (843) 941-4001  
Mobile: (252) 723-6620  
[twatson@adamspropgroup.com](mailto:twatson@adamspropgroup.com)

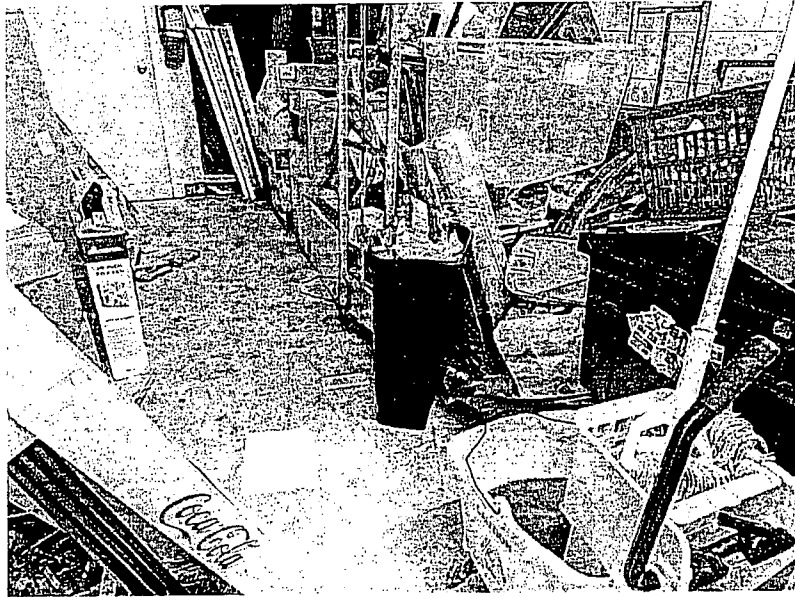
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Attachments

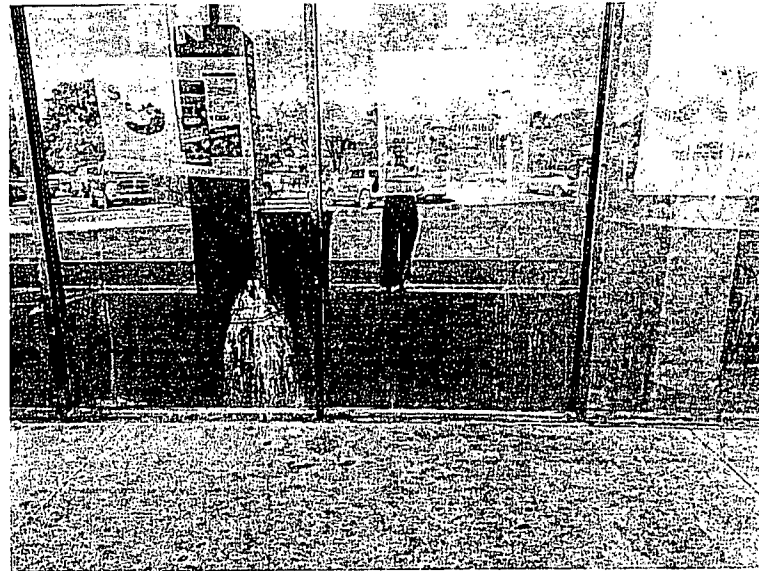
cc: Family Dollar Stores of South Carolina, LLC  
Lease Administration Department – Store # 22112  
10301 Monroe Road  
Matthews, North Carolina 28105



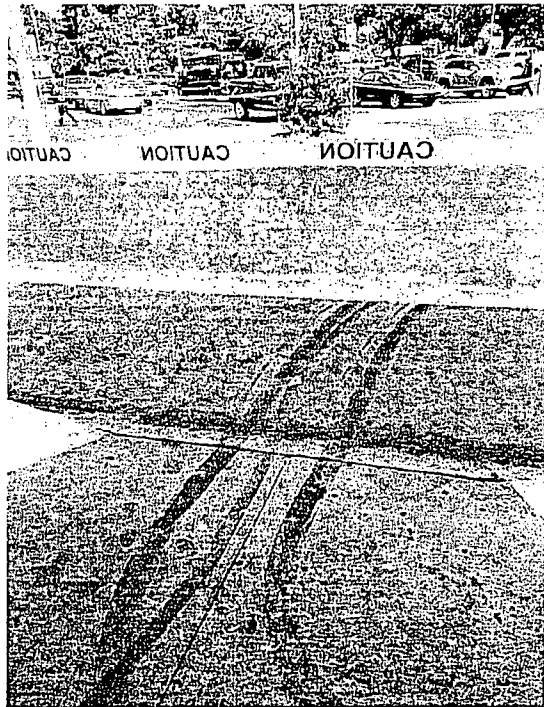
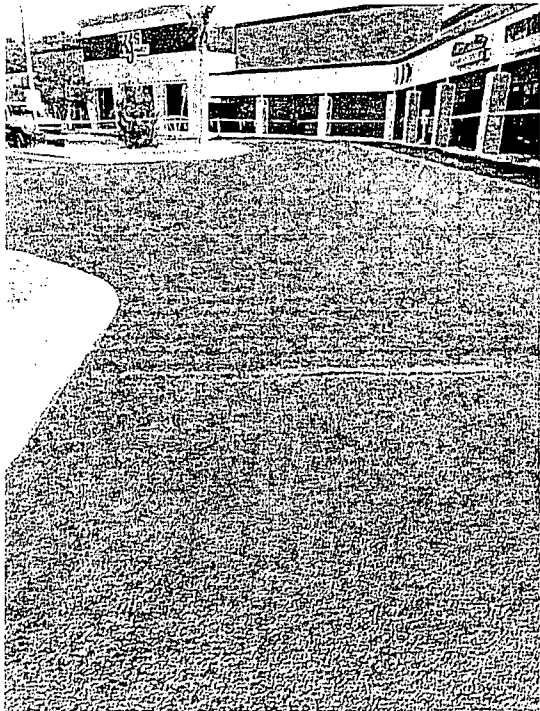
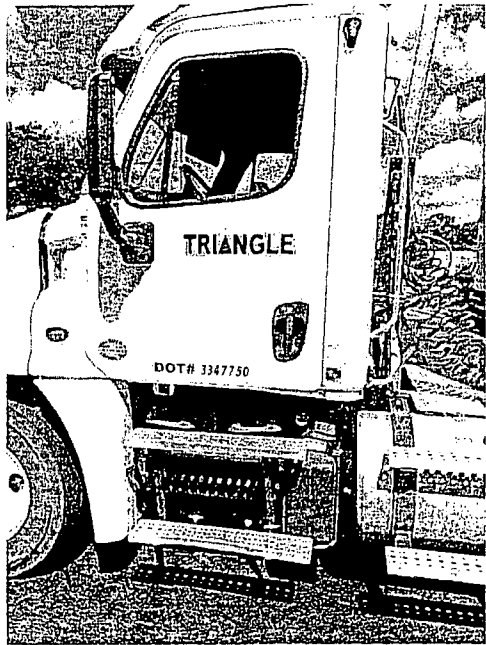
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# EXHIBIT 2

STATE OF SOUTH CAROLINA

IN THE MAGISTRATE'S COURT

COUNTY OF CHARLESTON

CASE NO.: 2022CV1011000100

1260 E Butler Road Self Storage, LLC  
and 3575 Maybank, LLC,

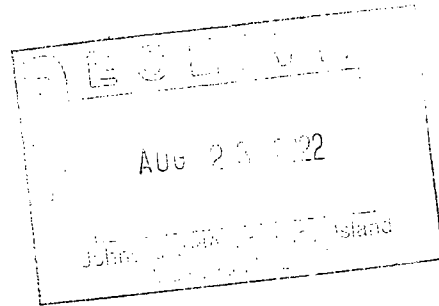
**AFFIDAVIT IN SUPPORT OF MOTION FOR  
SUMMARY JUDGMENT**

Plaintiffs,

vs.

Family Dollar Stores of South Carolina,  
LLC successor by merger of Family  
Dollar Stores of South Carolina, Inc.,

Defendant.



Tracy Watson, of full age, deposes and says under oath as follows:

1. I am employed by Adams Property Group as the Director of Property Management.

I manage the shopping center commonly known as 3575 Maybank Highway, Johns Island, SC 29455 owned by 1260 E Butler Road Self Storage, LLC and 3575 Maybank, LLC ("Landlords").

I have personal knowledge of Landlords' business regarding the subject property. I am familiar with Landlords' records. I have reviewed the lease at issue and the attached exhibits. The testimony set forth herein and the annexed exhibits are true and correct to the best of my knowledge, information, and belief. My personal knowledge or my review of the documents maintained by (i) the Landlords in their ordinary course of business, (ii) the records of Adams Property Group, or (iii) City of Charleston (public documents) are the sources of my knowledge and the grounds of my belief regarding the testimony set forth herein.

**A. The Parties**

2. Landlords are small local businesses located in Charleston, South Carolina and own the shopping center located at 3575 Maybank Highway, Johns Island, SC 29455.

3. Family Dollar Stores of South Carolina, LLC, successor by merger of Family Dollar Stores of South Carolina, Inc. ("Tenant"), is the tenant under the lease with the Landlords.

4. Dollar Tree, Inc., Tenant's parent company, is ranked 137 on the Fortune 500 list, is headquartered in Chesapeake, Virginia and operates more than 16,000 stores across the 48 contiguous states and five Canadian provinces, with more than 200,000 associates.

5. The Tenant is in breach of the Lease. Under the terms of the Lease, the Tenant has 30 days to cure from receipt of notice of an event of default (or be in the process of curing) a non-monetary default. See Lease at §18. A copy of the Lease and the amendments thereto are annexed hereto as Exhibits A-C and are incorporated herein by reference.

**B. Tenant's Defaults**

6. On March 1, 2022, Landlords sent notice of default to the Tenant. Among other things, the Tenant (i) fails to maintain the interior of the demised premises in a clean and safe condition as required by section 12 of the Lease; (ii) impermissibly places items for sale in the common area of the shopping center; and (iii) refuses to remove debris and litter from the rear of the leased premises. A copy of the notice of default is annexed hereto as Exhibit E and is incorporated herein by reference.

7. Landlords further gave notice that Tenant was in violation of the Charleston Fire Code by obstructing the passageway to the riser room.

8. More than 30 days elapsed from notice of default sent on March 1, 2022. Tenant failed to cure the defaults.

9. On April 21, 2022, I conducted an inspection of the premises. Tenant did not cure the defaults described in the March 1, 2022 notice. The passageway to the riser room was blocked and the interior of the store was unkempt.

10. On April 28, 2022, Landlords again notified the Tenant that it remained in default. Among other things, the Tenant refuses to keep the interior in a safe and clean condition and fails to maintain the plate glass window for its store. The riser room remained blocked. A copy of the notice is annexed hereto as Exhibit F and is incorporated herein by reference.

11. On May 16, 2022, I conducted an inspection of the premises. The Tenant continued to obstruct access to the riser room. Moreover, the store was not maintained in a clean and safe condition. Debris from damaged or missing ceiling tiles was scattered on the floor. The plate glass window for the store remained filthy. On May 19, 2022, the Tenant was again notified of the default. A copy of the notice is annexed hereto as Exhibit G and is incorporated herein by reference.

12. On June 2, 2022, the City of Charleston Fire Department conducted an inspection of the premises and issued various fire violations. A copy of the Department Violation Notice is annexed hereto as Exhibit D and is incorporated herein by reference. Among other things, the Tenant obstructed the passageway to the riser room. Tenant had knowledge of this violation by virtue of the notice of default dated March 1, 2022. Despite ample opportunity to cure, the default remained uncured for more than 90 days.

13. The City of Charleston Fire Department ordered the Tenant's location closed at the conclusion of the June 2 inspection and required a re-inspection of the premises before Tenant would be allowed to re-open.

14. Tenant willfully disregarded the Order closing the premises and re-opened on June 27, 2022 without the required re-inspection.

15. On July 1, 2022, Landlords inspected the premises. Tenant failed to maintain the premises and refused to replace the ceiling tiles. A photograph of the premises is annexed hereto as Exhibit H and is incorporated herein by reference.

16. On July 6, 2022, Tenant was issued a summons by the City of Charleston for re-opening a retail location without reinspection. A copy of the summons is annexed hereto as Exhibit I and is incorporated herein by reference.

17. The City of Charleston Fire Department conducted an inspection on July 5, 2022. Once again, the Tenant violated various fire code violations. A copy of the Department Violation Notice is annexed hereto as Exhibit J and is incorporated herein by reference. The City of Charleston Fire Department ordered the store closed a second time.

18. Landlords' notices of default were sent to the proper address and in the manner required by the Lease. Tenant did not dispute any lease violations asserted by Landlords nor did Tenant respond to any notices sent by Landlord.

19. The Tenant was notified on multiple occasions that it was in violation of fire codes and failed to maintain the interior of the premises. The store was closed twice by the Charleston fire department because of violations. The Tenant did not appeal the orders issued by the Charleston Fire Department.

20. The violations are not simply an issue confined to Landlords and Tenant. By failing to maintain the premises and abide by fire codes, Tenant's actions impact the other stores in the center. Tenant willfully continues to create fire hazards that jeopardizes the safety of vendors, tenants, and patrons.

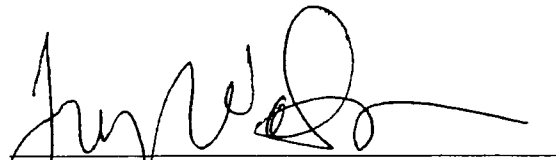
21. The livelihood of the center's remaining tenants is jeopardized because a large corporation decides to ignore fire safety regulations implemented by the City of Charleston and treat its store as a pig sty.

22. The Tenant is in violation of other lease terms that it chose to ignore and refused to timely cure. The amount of Tenant's gross sales is one of the factors used to determine the Tenant's rent. On April 1, 2022, Landlords sent Tenant notice of default regarding Tenant's refusal to provide the sales reports as required by the Lease. The sales reports serve as a basis for Landlord to calculate Tenant's full rent based upon gross sales. Despite notice and opportunity to cure, Tenant did not provide the sales reports within the 30-day period to cure.


23. The Tenant violated various lease terms. In accordance with the lease, Landlords gave proper notice of the violations. Tenant had the opportunity to cure. Tenant did not dispute the violations asserted by Landlord and refused to cure the defaults within the required time set forth in the lease. Any assertions that the defaults may now be cured (which is disputed by Landlords) is immaterial. Landlords complied with the lease. Tenants chose not to do so. Landlords are entitled to an order of ejectment.

Further Affiant Sayeth Not.

SIGNATURE PAGE FOLLOWS.

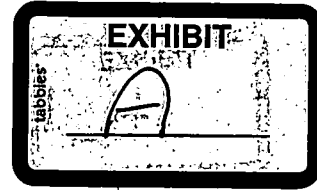
  
Tracy Watson  
Director of Property Management

Sworn to before me this  
23 day of August, 2022

  
Printed Name: Brandon P. Langenbrunner  
Notary for the State of South Carolina  
My Commission Expires: 11/13/23

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

LEASE AGREEMENT



THIS INDENTURE OF LEASE, made and entered into this the 7th day of July, 1992, by and between NENTON LAND CORPORATION whose address is 4444 Daley Street, Charleston Heights, S.C. 29405, "hereinafter called "Landlord", party of the first part, and FAMILY DOLLAR STORES OF CHARLESTON, S.C., INC., a South Carolina corporation, hereinafter called "Tenant", party of the second part;

WITNESSETH

That, in consideration of the covenants hereinafter contained, the Landlord hereby demises and lets, and the Tenant hereby rents and hires from the Landlord, the following described property situated on Maybank Highway (Hwy. 700) at the intersection of Bohicket Road in the Johns Island Shopping Center, Charleston County, Johns Island, South Carolina, and being a store building containing 7,200 square feet (60' x 120') with the right to use in common with Piggly Wiggly and other tenants in the shopping center the paved, marked and lighted parking areas all as shown on "Exhibit B". Said premises are outlined in red on "Exhibit B".

TO HAVE AND TO HOLD the said premises, together with all and singular the appurtenances, rights, privileges and easements thereunto belonging or in anywise appertaining, unto the said Tenant, its successors and assigns, for an initial term commencing as hereinafter set forth and ending on the 31st day of December, 1997.

1. RENTAL. (a) The Tenant hereby covenants and agrees to pay rent to the Landlord at the rate of THREE THOUSAND AND NO/100 Dollars per month (\$36,000.00/annum) payable in advance on or before the tenth day of each month during the term of this agreement; beginning on the commencement date to be fixed as hereinafter provided.

(b) In addition to the base rent Tenant shall pay to Landlord a sum equal to two (2%) percent of Tenant's gross sales in excess of \$1,800,000.00 Dollars (minimum Basis of Sales) as hereinafter defined made from or upon the premises during each Lease year.

(c) "Gross sales" of Tenant means the gross selling price of all merchandise or services sold, leased, licensed, or delivered in or from the premises by Tenant, its permitted subtenants, licensees, or concessionaires, whether for cash or on credit (whether collected or not), including the gross



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amount received by reason of orders taken on the premises although filled elsewhere, and whether made by store personnel or vending machines. Any transaction on an installment basis, including, without limitation, any "lay-away" sale or like transaction, or otherwise involving the extension of credit, shall be treated as a sale for the full price at the time of the transaction, irrespective of the time of payment or when title passes. Gross sales also shall include any sums that Tenant receives from pay telephones, stamp machines, music machines, amusement machines, or public toilet locks.

Gross sales shall not include, or if included there shall be deducted (but only to the extent they have been included), the following:

- (i) The selling price of all merchandise returned by customers and accepted for full credit, or the amount of discounts, refunds, and allowances made on such merchandise.
- (ii) Merchandise returned to sources or transferred to another store or warehouse owned by or affiliated with Tenant.
- (iii) Sums and credits received in the settlement of claims for loss of or damage to merchandise.
- (iv) The price allowed on all merchandise traded in by customers for credit or the amount of credit for discounts and allowances made instead of acceptance of merchandise.
- (v) Any sums paid to third parties for the use or rental of pay telephones, stamp machines, music machines, amusement machines, or public toilet locks.
- (vi) Gift certificates, or similar vouchers, until such time as they shall have been converted into a sale by redemption.
- (vii) Sales and use taxes, so-called luxury taxes, consumers' excise taxes, gross receipts taxes, and other similar taxes now or in the future imposed on the sale of merchandise or services, but only if such taxes are added to the selling price, separately stated, collected separately from the selling price of merchandise or services, and collected from customers.
- (viii) Sales of fixtures, trade fixtures, or personal property that are not merchandise as allowed in this lease.

Tenant shall furnish to Landlord an annual statement of gross sales within forty (40) days after the end of each lease year. Each statement shall be signed and certified to be correct by Tenant or its authorized representative, and if Tenant is a corporation the statement shall be signed and certified to be correct by an officer of Tenant.

Tenant shall keep at the home office full and accurate books of account, records, cash receipts, and other pertinent data showing its gross sales. Tenant shall install and maintain accurate receipt-printing cash registers and



shall record on the cash registers every sale and other transaction made from the premises.

Tenant shall also furnish to Landlord copies of its annual South Carolina sales and use tax returns filed with the State of South Carolina upon request of Landlord. Such books of account, records, cash receipts, and other pertinent data shall be kept for a period of two (2) years after the end of each lease year. The receipt by Landlord of any statement, or any payment of percentage rent for any period, shall not bind Landlord as to the correctness of the statement or the payment.

Landlord shall be entitled during the term and within two (2) years after expiration or termination of this lease to inspect and examine all Tenant's books of account, records, cash receipts and other pertinent data, so Landlord can ascertain Tenant's gross sales. Tenant shall cooperate fully with Landlord in making the inspection. Landlord shall also be entitled, once during each lease year and once after expiration or termination of this lease, to an independent audit of Tenant's books of account, records, cash receipts, and other pertinent data to determine Tenant's gross sales, by a certified public accountant to be designated by Landlord. The audit shall be limited to the determination of gross sales and shall be conducted during usual business hours at Tenant's home office.

If the audit shows that there is a deficiency in the payment of any percentage rent, the deficiency shall become immediately due and payable. The costs of the audit shall be paid by Landlord unless the audit shows that Tenant understated gross sales by more than two (2%) percent, in which case Tenant shall pay all Landlord's costs of the audit.

Landlord shall keep any information gained from such statements, inspection, or audit confidential and shall not disclose it other than to carry out the purposes of this lease, except that Landlord shall be permitted to divulge the contents of any statements in connection with any financing arrangement or sale of Landlord's interest in the premises.

2. COVENANT OF TITLE, AUTHORITY AND QUIET POSSESSION. The Landlord covenants and warrants that it has full right and lawful authority to enter into this lease for the full term aforesaid, and for all extensions herein provided, and that the Landlord is lawfully seized of the entire premises

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hereby demised and has good leasehold title thereto and that the said premises are free and clear of all encumbrances other than mortgages and easements of record. Landlord further covenants and warrants that if the Tenant shall discharge the obligations herein set forth to be performed by the Tenant, the Tenant shall have and enjoy during the term hereof the quiet and undisturbed possession of the demised premises for its intended use, together with all appurtenances appertaining or appendant thereto.

3. USE OF PREMISES. The demised premises may be used by the Tenant for the conduct of a mercantile business of the type and kind known as a "discount store", or "dollar store", or "variety discount store" or for the conduct of such other retail business or businesses as Landlord may approve in writing. Such approval shall not be unreasonably withheld; however, such proposed use shall not be one that competes with or would adversely affect the other tenants or the reputation of the shopping center.

4. CONSTRUCTION OF PREMISES. (a) Landlord agrees, at its expense to complete construction of the retail store building on the above-described premises, said building to have 7,200 (60' x 120') square feet of ground floor space, and to complete said building (which when completed shall constitute the demised premises) in accordance with plans and specifications approved by both Landlord and Tenant. Said plans and specifications shall be approved when initiated by both parties and attached to this Lease Agreement as Exhibits A through A-1, and when so initialed and attached, shall constitute a part of this lease. Landlord shall perform all work in a good and workmanlike manner and shall warrant to Tenant that the improvements on said property are performed in accordance with the plans and specifications and shall satisfy all appropriate governmental codes, laws and regulations.

5. DELIVERY OF PREMISES AND COMMENCEMENT OF TERM. Landlord shall deliver the premises, along with a certificate of occupancy, to the Tenant upon completion thereof or August 1, 1992, whichever occurs first. Rent shall begin to accrue hereunder upon the expiration of thirty (30) days following delivery and acceptance of the entire premises, fully completed, in accordance with said plans and specifications, otherwise, rent shall begin to accrue on date Tenant opens for business, whichever occurs first.

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6. OPTION TO RENEW. Landlord agrees that the Tenant shall have, and it is hereby granted, two (2) successive options to extend the term of this lease for a period of five (5) years on each option, such extended term to begin respectively upon the expiration of the term of this lease or of this lease as extended. All of the terms, covenants and provisions of this lease shall apply to each such extended term except rent which shall be payable as follows: During the first extended term, if Tenant exercises its option, base rent shall be payable at the rate of THREE THOUSAND SIX HUNDRED AND NO/100 Dollars per month (\$43,200.00/annum) plus a percentage rent equal to two percent (2%) of the gross sales in excess of \$2,160,000.00 made by Tenant on the demised premises during each lease year period of said extended term. During the second extended term, if Tenant exercises its option, base rent shall be payable at the rate of THREE THOUSAND NINE HUNDRED SIXTY AND NO/100 Dollars per month (\$47,520.00/annum) plus a percentage rental equal to two percent (2%) of the gross sales in excess of \$2,376,000.00 made by Tenant on the demised premises during each lease year period of said extended term. Tenant shall exercise this option by giving the Landlord notice, in writing, of its intention to do so not later than sixty (60) days prior to the expiration of the term of this lease or of this lease as extended.

7. ALTERATIONS AND IMPROVEMENTS. The Tenant shall have the right and privilege at all times during the term of this lease to make, at its own expense, such interior changes, improvements and alterations to the demised premises as the Tenant may desire. Exterior structural improvements are subject to approval of Landlord, which approval will not be unreasonably withheld.

8. FIXTURES. Provided Tenant has complied with all the terms and conditions of this lease and is not in default, the Tenant may, on termination of this lease or at any time during the continuance thereof, remove from the said premises all shelving, fixtures and other equipment which Tenant may have installed at its own expense in said premises, or otherwise acquired, during the term of this lease or any renewal thereof. If the building on said premises shall be defaced by the removal of such fixtures and equipment, Tenant shall repair the damages at its expense.

9. UTILITIES AND HEAT. Landlord shall arrange for all utilities to be provided to the premises, and Tenant shall pay all charges (including its

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deposits) for gas, water, fuel and electricity used by it on said premises during the term of this agreement.

10. DAMAGE CLAUSE. Should the building constructed on the premises herein be partially destroyed by fire or other casualty, the Landlords will, with all due diligence, at its own expense, repair or restore the same so that thereafter the property shall be substantially the same as prior to such damage or injury. In such event, the rents shall abate in proportion to the restrictive use by the Tenant prior to the repair or restoration.

Should said building be so extensively damaged by fire or other casualty as to require rebuilding then the Landlord shall promptly, at its expense, restore or rebuild the same so that thereafter the property shall be substantially the same as prior to such destruction. The rent shall cease and abate from the date of such destruction until the property has been rebuilt and possession tendered to the Tenant, and any rent paid in advance by the Tenant, shall be refunded to it in such event; provided, however, that if such rebuilding requires more than one hundred twenty (120) days, then and in such event, Tenant may, at its option, terminate and cancel this lease. Provided, however, if the property is so damaged that it does require rebuilding, Landlord shall not be obligated to rebuild unless there is at least two (2) years remaining under the then term of the lease in existence unless the Tenant agrees to exercise any remaining option to extend as provided herein prior to Landlord commencing rebuilding. Otherwise, Landlord may terminate this lease or rebuild at its option, if Tenant has not elected to terminate and cancel the lease.

11. INDEMNIFICATION AND INSURANCE. The Landlord shall not be liable for any damage to property or person by reason of the Tenant's occupancy of the leased premises, and the Tenant agrees to save Landlord, and the Landlord agrees to save Tenant harmless from all claims for damages to property or person occurring in or on the leased premises. The Tenant further specifically agrees that it will procure and keep in force public liability insurance in an amount of not less than \$1,000,000.

Landlord agrees to keep the premises and all other buildings within the shopping center fully insured, at Landlord's expense, against loss or damage by fire and such other casualties as are covered by extended coverage insurance.

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Tenant shall pay its proportionate share of all insurance premiums which Landlord has upon the shopping center provided that Tenant will not be responsible for a share of that portion of the premiums resulting from any special use or occupancy of another Tenant which requires special rates. Tenant's proportionate share of insurance shall be the ratio that the total number of square feet in the premises bears to the total number of square feet in the shopping center in which the premises are located. Outparcels will be excluded if such outparcels are separately insured or are developed in the future.

Each year Landlord shall notify Tenant of Landlord's calculation of Tenant's proportionate share of insurance and shall furnish Tenant with a copy of the insurance bill along with other information that Tenant may reasonably need. Tenant shall reimburse Landlord for Tenant's proportionate share of the insurance not later than twenty (20) days after receipt of the notice.

12. MAINTENANCE AND REPAIRS. The Landlord shall maintain, keep and repair, at its expense, all exterior portions of the demised premises, including the roof, exterior walls, and also all structural portions of the building whether the same be on the interior or exterior. In addition, the Landlord agrees that during the term hereof, or any extensions of renewal hereof, it will be responsible for keeping the paved, marked parking areas on the demised premises in a good state of repair and properly lighted.

The Tenant shall keep, maintain and repair at its expense all interior portions (except structural portions) of the demised premises including plate glass and door closures and keep the plumbing, electrical, heating and air conditioning systems in repair. Tenant shall not be responsible for replacements of these systems at the end of the term of lease.

13. COMMON AREA MAINTENANCE CHARGES. Landlord shall maintain the common areas of the shopping center, as shown on Exhibit B - Site Plan attached hereto, in good order, condition and repair. Tenant shall reimburse Landlord for Tenant's proportionate share in the following aggregate direct costs paid by Landlord in connection with the maintenance and repair of said common areas: utility charges for lighting of the parking, service and access areas; sweeping, snow removal of the parking, service and access areas; patching cracks and potholes and other minor repairs to the paved areas and resealing and restriping the paved areas (but not resurfacing or repaving which are

-7-



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considered to be capital costs or improvements); maintenance and replacement of landscaped areas (including grass cutting); water used in the common areas; and repairs of the parking lights and light standards. All of said costs shall be reasonable and at competitive rates, and Tenant shall have no responsibility for other charges and costs incurred by Landlord in connection with the maintenance and repair of said common areas.

Tenant shall not be obligated to participate in the payment of any expenditures of a capital nature which pertain to the common areas; any expenditures in connection with the construction of the common areas; any expenditures for which Landlords are reimbursed through insurance or any costs not set forth above.

Tenant's initial estimated share of the costs for which Tenant is responsible shall be equal to \$.94 per square foot (\$6,768.00 annually). Such common area maintenance shall be payable monthly in the amount of \$564.00 at the same time as the base rent is paid.

Landlord shall furnish Tenant with a detailed statement annually after the end of each lease year or partial lease year setting forth the actual amount of Tenant's proportionate share. Such statement shall be accompanied by documentation to support Landlord's request for reimbursement, including copies of paid invoices for all costs incurred and any other information Tenant may reasonably require.

If the amount paid by Tenant monthly on account is less than Tenant's actual proportionate share, Tenant shall pay the difference within thirty (30) days after receiving Landlord's statement. If the amount paid by Tenant monthly on account is greater than Tenant's actual proportionate share, then Landlord shall refund the overpayment to Tenant along with the statement. The monthly amount paid by Tenant will be adjusted annually to one-twelfth of Tenant's actual proportionate share for the previous calendar year. Tenant shall have the right, on reasonable notice to Landlord, to audit Landlord's records of common area maintenance expenses. Such audit shall be conducted at Landlord's main office during normal business hours.

14. **TAXES.** The Landlord shall pay all taxes, user fees, assessments and other charges which may be levied, assessed or charged against the demised premises, and will make all payments required to be made under the terms of any mortgage or deed of trust which is now or may hereafter become a lien on the demised premises.

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The Tenant shall pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and stock of merchandise.

Tenant shall pay its proportionate share of all real property taxes, user fees, and general and special assessments, if any, ("real property taxes").

Tenant's proportionate share of real property taxes shall be the ratio that the total number of square feet in the demised premises bears to the total number of square feet in the shopping center in which the premises are located. Outparcels will be excluded if such outparcels are separately taxed or when they are developed.

Each year Landlord shall notify Tenant of Landlord's calculation of Tenant's proportionate share of the real property taxes and together with such notice shall furnish Tenant with a copy of the tax bill. Tenant shall reimburse Landlord for Tenant's proportionate share of the real property taxes not later than twenty (20) days after receipt of the notice along with the tax bill.

15. UNPERFORMED COVENANTS OF LANDLORD MAY BE PERFORMED BY TENANT. If the Landlord shall fail to perform any of the affirmative covenants to be performed by the Landlord pursuant to this lease, or if the Landlord should fail to make any payment which it herein agrees to make, including payments secured by a mortgage or deed of trust on the premises, then the Tenant may, at its option, after notice to the Landlord, perform such affirmative covenant, or make any such payments, as the Landlord's agent, and in the Tenant's sole discretion as to the necessity therefore, and the full amount of the cost and expense entailed, or of the payment so made, shall immediately be owing by the Landlord to the Tenant. The Tenant shall have the right to deduct the amount thereof, together with interest at the legal rate thereon, from the date of payment, without liability of forfeiture, out of the rents then due or thereafter coming due hereunder. Tenant shall have a lien on the premises and on the premises of which the premises are a part, to secure the repayment of any such amount with interest. The option given in this paragraph is for the sole protection of the Tenant, and its existence shall not release the Landlord from any obligation to perform any of the covenants herein provided to be performed by the Landlord, or deprive the Tenant of any legal right which it may have by reason of any default by the Landlord.

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16. SIGNS. Tenant shall have the right to place signs or other advertising devices, electrical or non-electrical, in a place to be agreed upon between Landlord and Tenant, Landlord shall not unreasonably withhold its consent. Landlord specifically consents to the installation of its standard 5' x 32' building sign on the front mansard of the demised premises as well as its standard under-canopy sign. When erecting such signs, the Tenant shall not injure the building and shall save the Landlord harmless from any damage resulting from the installation or removal of such signs. No roof signs will be permitted. If a shopping center pylon is erected and other tenants are permitted signs on such pylon then, in that case, Tenant shall also be permitted to install its sign on the pylon at Tenant's expense.

17. EMINENT DOMAIN. In the event all of Tenant's demised premises shall be expropriated by public or quasipublic authority, this Lease shall terminate as of the date Tenant shall be deprived of the physical possession thereof.

In the event that less than the whole of Tenant's demised premises shall be expropriated by public or quasipublic authority, Tenant shall have the option to terminate this Lease as of the date Tenant shall be dispossessed from the part so expropriated, by giving notice to Landlord of such election so to terminate within sixty (60) days from the date of such dispossession.

In the event of any expropriation of any portion of Tenant's demised premises, if this Lease shall not be terminated as hereinabove provided, it shall continue as to that portion of the demised premises which shall not have been expropriated or taken, in which event Landlord shall, at its sole cost and expense, promptly and with due diligence restore said demised premises as nearly as practicable to a complete unit of like quality and character as existed just prior to such expropriation. The base rental and other charges shall abate during the period of demolition and restoration, and thereafter the base rental and minimum basis of sales shall be reduced in the proportion the ground floor area of the part of Tenant's demised premises so expropriated shall bear to the total ground floor area of said demised premises prior to such expropriation.

Without limiting the foregoing, in the event that more than twenty (20%) percent of the land described in Exhibit "A" shall be expropriated by public or quasipublic authority, Tenant shall have the option to terminate this Lease as of the date possession of the land shall be taken by such authority, by giving notice to Landlord of such election within ninety (90) days thereafter;

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provided, however, said termination by Tenant shall be null and void if, within ninety (90) days following the date possession of said land shall be so taken, Landlord shall substitute equivalent and similarly improved lands contiguous to and properly integrated with the remainder of the commercial development.

In the event this Lease shall be terminated pursuant to this Article, any base rental and other charges paid in advance shall be prorated to the date of termination, and Tenant shall have an additional thirty (30) days, rent free, within which to remove its property from the demised premises.

The entire condemnation award shall belong to Landlord; provided, however, that Tenant shall be entitled to claim in any such condemnation proceeding, but not from Landlord such award as may be allowed for relocation costs, fixtures, and other equipment installed by Tenant. Notwithstanding anything contained herein to the contrary, Landlord shall not be required to spend for any repair or restoration work an amount in excess of the amount received by Landlord for the property so taken.

18. FORFEITURE FOR FAILURE TO PAY RENT. The Landlord hereby agrees that the Tenant, upon paying the rentals as hereinbefore stipulated, and performing all of the stipulations, agreements and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the demised premises during the original and any extended term hereof, free from the adverse claims of any person, firm or corporation.

If the Tenant defaults in the performance of any covenant or condition of this lease which is not cured or in the process of being cured, unless in the case of a bona-fide dispute, within thirty (30) days after receipt of written notice by Tenant, or if the rent above referred to, or any part thereof, shall be unpaid on the date of payment by the terms hereof, and remain so for a period of ten (10) days after receipt of written notice sent by certified mail to Tenant at P.O. Box 1017, Charlotte, North Carolina 28201-1017, or at a later address to be designated, and also at the demised premises, then and in such case it shall and may be lawful for the said Landlord, at its option, to declare the said term ended and enter into said premises or any part thereof, either with or without process of law, and expel the said Tenant, or any person or persons occupying, in or upon said premises, using such force as may be necessary to do so, and so to repossess and enjoy the said premises as in the Landlord's former estate. Should the said term at any time be ended by

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the election of the Landlord, under the terms and conditions hereof, or in any other way, the Tenant hereby covenants and agrees to surrender and deliver up the said premises and property peaceably to the Landlord immediately upon the termination of the said term. PROVIDED, HOWEVER, notwithstanding any of the provisions contained in Paragraph 18 herein, that Tenant shall, nevertheless, remain liable to Landlord in a sum equal to the fixed net rent and additional rent reserved for the balance of the term herein originally demised or any exercised option period. No such termination of this lease shall release the Tenant of its liability and obligations under this lease, and such liability and obligation shall survive any such termination; and the Landlord shall have the right to reenter, repossess and resume possession of the said premises either by process of law, summary proceedings, surrender, repossession or otherwise, and dispossess and remove therefrom the Tenant or other occupant, without being liable to prosecution therefore. If the Landlord shall reenter, repossess or resume possession of the said premises, either by process of law, summary proceeding, surrender, repossession or otherwise, or shall dispossess or remove therefrom the Tenant or other occupant thereof, either pursuant to the provisions of this lease or pursuant to any law now existing or hereafter may be enacted, then in any of said events the Landlord, at its option, shall have the right from time to time to relet said premises or any part thereof, as agent for the Tenant, or otherwise, and to receive and collect the rent thereof, apply same first to payments of all the Landlord's expenses in connection with reentering, repossessing or resuming possession of said premises by force, process of law or otherwise, including costs in legal proceedings, the expense of recovering possession, the expense of keeping said premises in repair, payment of taxes, water and sewer rents, insurance premiums, and any other charges which Tenant has agreed to pay, and any and all damages which may be caused to Landlord by any reason of any breach of this lease, all rent reserved under the term of this lease, attorneys' fees and all other disbursements, together with the difference (as ascertained at the end of each calendar month during the residue of the term as the same would have existed had no default been made) between the rents and terms hereby reserved and agreed to be paid by Tenant during the said month and those otherwise received on account of the rent of the demised premises for such month. Any such reletting herein provided may be made for the remainder of the term of this lease or for such longer or shorter periods and on such

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conditions or terms as the Landlord, in its discretion, may deem reasonable. Landlord shall in no way be responsible or liable for any failure to relet the demised premises or any part thereof, or for any failure to collect any rent due upon such reletting. And, the Landlord may bring action therefore, from time to time, at its option, as deficiencies are ascertained.

19. SURRENDER OF POSSESSION. Upon the termination of this lease or any renewal thereof, Tenant shall surrender the demised premises in the same condition or repair as at the beginning of the term, ordinary wear, tear and damages excepted.

20. COVENANTS AGAINST COMPETITION. It is agreed and understood that the Landlord shall not lease (or permit the leasing or subletting of) any space in the shopping center in which the above described premises are situated, or other property owned by or controlled by the Landlord within one mile of the above described premises, for and during the term of this lease or any extensions or renewals hereof, to any "variety store" or any "discount store" or any "variety discount store", or any "dollar store" or any "outlet store" or "mill outlet store" or any store similar to a Family Dollar Store in operation or merchandising.

21. WAIVER OF SUBROGATION. Landlord and Tenant, each for itself and its successors and assigns, covenant and agree with the other that no claims shall be made, and that no suit or action, either at law or in equity, shall be brought by either party, or by any person, firm or corporation claiming by, through or under Landlord or Tenant, their successors, sublessees or assigns, against the other, or their officers, agents, employees, successors, sublessees or assigns, for any loss, cost or damage to the leased premises or any improvements or other property located thereon caused by or resulting from fire, explosion or other casualty of whatsoever origin, to the extent that the same is covered by insurance maintained on the leased premises or the contents thereof; provided, however, that nothing contained in this paragraph shall affect or diminish Landlord's obligation to repair or rebuild in case of damage or destruction. All policies of insurance carried and maintained pursuant to this lease shall contain or be endorsed to contain a provision whereby the insured thereunder waives or is permitted to waive, prior to loss, all rights of subrogation against either Landlord or Tenant.

22. SUBORDINATION TO MORTGAGES. This lease is subordinate to the mortgages of record of the date hereof and, at the option of the Landlord,

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this lease shall be subordinated to the lien of any additional mortgage or deed of trust (hereinafter called "Mortgage") which Landlord may place on the leased premises and Tenant shall execute any instrument which may be required to effectuate such subordination, provided that before Landlord can cause this lease to be subordinated to the lien of any such mortgage under any circumstances whatsoever, Landlord must deliver to Tenant a recordable agreement signed by the mortgagee providing in substance that as long as Tenant shall discharge its obligations under this lease, the tenancy shall not be disturbed and shall not be affected by any default under the Mortgage, and in the event of foreclosure, the rights of Tenant shall survive and this lease shall continue in full force and effect, including the renewal options contained therein.

23. HOLDING OVER. In the event the Tenant remains in possession after expiration of this lease and any renewal terms without the execution of a new lease, the Tenant shall not acquire any right, title, or interest in or to the premises, and in such event, the Tenant shall occupy the leased premises as a Tenant from month-to-month, but both Landlord and Tenant shall otherwise be subject to all of the conditions, provisions and obligations of this lease insofar as the same shall be applicable.

24. RIGHT TO TERMINATE AND CANCEL LEASE. Tenant has entered into this lease based on the representation of Landlord that Piggly Wiggly Carolina Company, Inc., its successors or assigns will operate a typical full service grocery store in the shopping center in which the demised premises are a part. If at any time during the term of this lease or any extensions or renewals hereof, a Piggly Wiggly Carolina Company, Inc., or its successors or assigns, ceases to operate its business in the shopping center or vacates the shopping center of which the demised premises form a part, then and in such event and at all times thereafter, the Tenant has the right, at its option, to terminate and cancel this lease by giving Landlord six (6) months written notice prior to the effective date of such termination and cancellation. Tenant shall be relieved of and automatically released from all liabilities and obligations herein.

25. FRONT PARKING AREA AND BUILDINGS. Landlord agrees not to build any future buildings in said shopping center in front of the Tenant's building and not to build any buildings in front of the present shopping center front building line except that Landlord may build upon any designated outparcel or



other area designated as future construction as more fully set forth on Exhibit "B", and that all area in front of said front building line, except as provided herein, shall be devoted to marked, lighted, paved parking area. Landlord agrees not to lease any space in the shopping center within two hundred feet of the demised premises for use as a theater, bowling alley, game arcade or other entertainment facility, a bar, tavern, lounge or nightclub, a gym or fitness center, for offices (except incidental to retail use), as a school, training facility or meeting hall.

26. NOTICES. All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via Certified Mail, Return Receipt Requested, addressed as follows:

<u>As to Landlord:</u>	Newton Land Corporation 4444 Daley Street Charleston Heights, South Carolina 29405
<u>As to Tenant :</u>	Corporate Secretary FAMILY DOLLAR STORES OF CHARLESTON, S.C., INC. Post Office Box 1017 Charlotte, North Carolina 28201-1017

Either of the parties hereto may change the address to which notices are to be sent by giving notice to the other party of such change of address as provided in this paragraph. All payments of rents shall be mailed to the Landlord at the address designated above.

27. RECORDING. Landlord agrees to cause this Lease Agreement or an acceptable Memorandum of this Lease Agreement to be recorded in the appropriate office for the recordation of real estate conveyances for the County or other jurisdiction in which the demised premises are located and Landlord and Tenant shall share equally all expenses in connection with such recordation.

28. COMPLIANCE WITH LAWS. Landlord shall, at Landlord's sole cost and expense, comply with all of the requirements of all county, municipal, state and federal laws and regulations, now in force, or which may hereafter be in force, which pertain to the physical or environmental condition of the shopping center or the demised premises, including any requirements necessitating capital repairs or improvements.

Tenant agrees it shall comply with all governmental laws and regulations pertaining to the sale of any chemicals, paints or other merchandise sold or stored within the demised premises.

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29. PARAGRAPH HEADINGS. The paragraph headings throughout this instrument are for convenience and reference only, and words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this lease.

30. LEASE BINDING ON HEIRS, ETC. It is further expressly agreed and understood that all covenants and agreements herein made shall extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest, and assigns of both the Landlord and Tenant, and that no modification of this lease shall be binding unless evidenced by an agreement in writing signed by Landlord and Tenant.

IN WITNESS WHEREOF the Landlord and Tenant have caused this indenture to be duly executed and sealed, in duplicate, this the day and year first above written.

Witness:

Jeanette Starnes  
Dorcas Hunter

Jeanette Starnes  
Dorcas Hunter

Witness:

Mary Johnson  
Alice W. Staley

Mary Johnson  
Alice W. Staley

LANDLORD:  
NEWTON LAND CORPORATION

By: Burton R. Brooks  
Its: President

ATTEST:  
By: Jasper M. Keating, Jr.  
Its: Att. Sec.

TENANT:  
FAMILY DOLLAR STORES OF  
CHARLESTON, S.C., INC.

By: Edmund  
Sr. Vice President

ATTEST:  
By: J. Williams  
Assistant Secretary

STATE OF SOUTH CAROLINA

NOTARY

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED before me Jeanette Stancik and made oath that (s)he saw the within-named Barton R. Schock, President of HENTON LAND CORPORATION, a South Carolina corporation, sign, seal and as the act of the corporation deliver the within-written instrument and that (s)he with Debra Hunder witnessed the execution thereof.

Jeanette Stancik  
Witness

SWORN to before me this 8<sup>th</sup> day of July, 1992.

Therese Anne Hodge  
Notary Public, State of South Carolina  
MY COMMISSION EXPIRES OCTOBER 5, 1997

STATE OF NORTH CAROLINA

NOTARY

COUNTY OF HECKLENBURG

PERSONALLY APPEARED before me Mary J. Simms and made oath that (s)he saw the within-named STEPHEN G. SIMMS, Sr. Vice President of FAMILY DOLLAR STORES OF CHARLESTON, S. C., INC., a South Carolina corporation, sign, seal and as the act of the corporation deliver the within-written instrument and that (s)he with Thomas W. Stanley witnessed the execution thereof.

Mary J. Simms  
Witness

SWORN to before me this 7<sup>th</sup> day of July, 1992.

Phyllis C. Falcone  
Notary Public, State of North Carolina  
My Commission Expires May 9, 1997

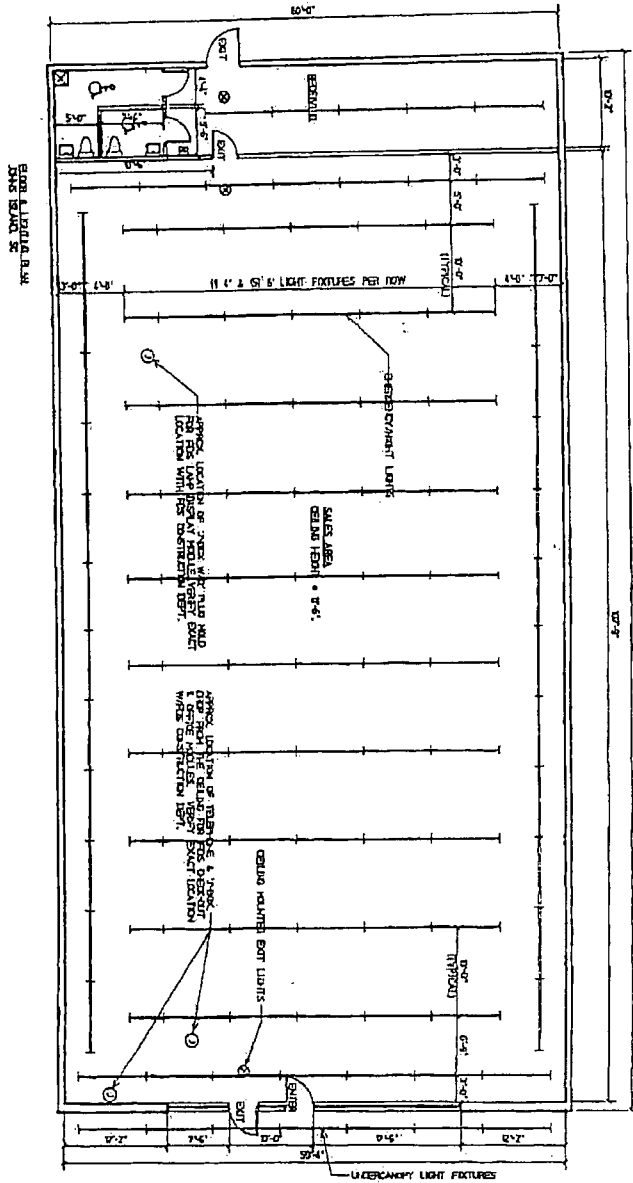


EXHIBIT A-1  
 Lease Agreement  
 NEWTON LAND CORPORATION  
 Landlords  
 FAMILY DOLLAR STORES OF CHARLESTON, S.C., INC.  
 Tenant

DATE	7-7-92
APPROVED BY	
LANDLORD	
TENANT	<i>[Signature]</i>

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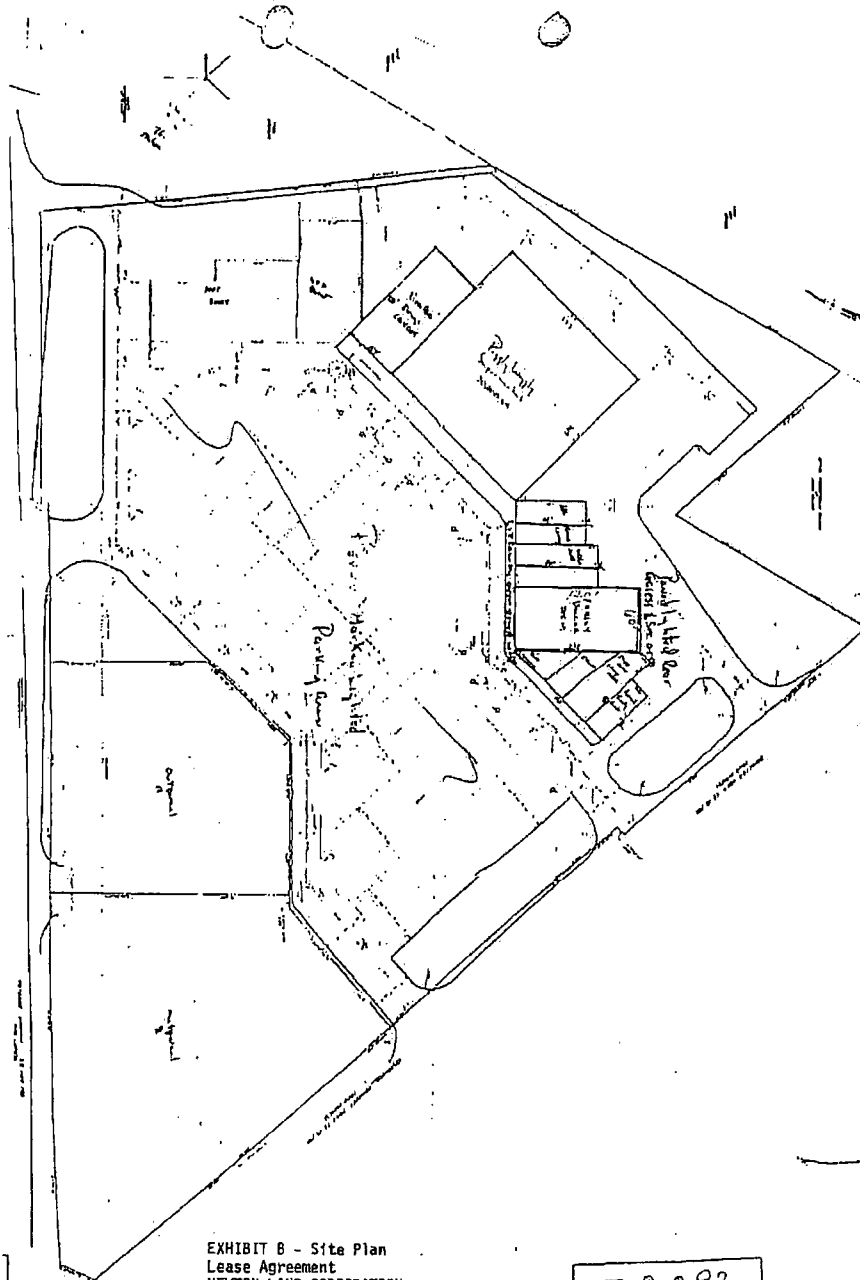


EXHIBIT B - Site Plan  
 Lease Agreement  
 NEWTON LAND CORPORATION  
 Landlord  
 FAMILY DOLLAR STORES OF CHARLESTON,  
 S.C., INC.  
 Tenant

DATE	7-7-92
APPROVED BY:	
LANDLORD:	
TENANT:	FD

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STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this 23rd day of August, 2007, by and between TAMSBERG PROPERTIES IV, LLC, a South Carolina limited liability company, as successor in interest to NEWTON LAND CORPORATION, a South Carolina corporation ("Landlord"), and FAMILY DOLLAR STORES OF SOUTH CAROLINA, INC., a South Carolina corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated July 7, 1992, ("Lease"), for that certain 7,200 square foot premises situated on Maybank Highway (Highway 700) at the intersection of Bohicket Road in the Johns Island Shopping Center, in the City of Johns Island, County of Charleston, State of South Carolina (the "Demised Premises"); and

WHEREAS, the term of the Lease will expire on December 31, 2007; and,

WHEREAS, Landlord and Tenant desire to extend the term of the Lease on the terms set forth below; and

NOW, THEREFORE, In consideration of the mutual covenants hereinafter contained, Landlord and Tenant do hereby amend the Lease as follows:

1. NOTICES. Paragraph 26 of the Lease is hereby deleted and replaced with the following: All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the U. S. Mail and sent via Certified Mail, Return Receipt Requested, addressed as follows:

As to Landlord:

Payee: Tamsberg Properties  
126 Meeting Street  
Charleston, SC 29401

For Notices:

Tamsberg Properties  
126 Meeting Street  
Charleston, SC 29401

As to Tenant:

For U.S. Mail:

Lease Administration Department  
FAMILY DOLLAR STORES OF SOUTH CAROLINA, INC  
Post Office Box 1017  
Charlotte, North Carolina 28201-1017

*[Handwritten signature]*

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For Commercial  
Delivery:

Lease Administration Department  
FAMILY DOLLAR STORES OF SOUTH CAROLINA, INC.  
10301 Monroe Road  
Matthews, North Carolina 28105

Either Landlord or Tenant may change its notice address by giving notice to the other party of the new address as provided in this Paragraph. All rent and other payments will be made payable to Landlord and will be mailed to Landlord at the first address designated above. Tenant shall not be obligated to pay rent to any person or entity other than Landlord until Tenant receives a written statement signed by Landlord and reasonably acceptable to Tenant designating the person or entity to receive rent, and if applicable, providing notice of the transfer of Landlord's Interest in the Demised Premises.

2. TERM. The present term of the Lease is hereby extended for a period of five (5) years ending December 31, 2012. All of the terms, covenants and conditions of the Lease shall apply to the extended term, except as amended herein, except that beginning on January 1, 2008 (the "Rent Commencement Date") and continuing through December 31, 2012, Tenant hereby covenants and agrees to pay Landlord fixed rent at the rate of FOUR THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS per month (\$59,400.00/annum) plus a percentage rent equal to two percent (2%) of the gross sales in excess of \$2,970,000 made by Tenant on the Demised Premises each lease year period through December 31, 2012. The definition and procedure for gross sales shall be as set forth in Paragraph 1 of the Lease.

3. TERM EXTENSIONS. Landlord and Tenant agree that after December 31, 2012, the Lease shall be automatically extended one period at a time for two (2) successive periods of five (5) years each unless Tenant shall give written notice to Landlord canceling the next extended term at least one hundred and eighty (180) days before such extended term is scheduled to begin. All of the terms, covenants and conditions of the Lease, as amended herein, shall apply to each such extended term except the amount of rent set forth below shall be substituted for the amount of rent set forth in Paragraph 1 of this Amendment:

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EXTENDED TERM	FIXED RENT	PERCENTAGE RENT
1 <sup>st</sup>	\$5,445.00/month(\$65,340.00/annum)	2% over \$3,267,000/annum
2 <sup>nd</sup>	\$5,989.50/month(\$71,874.00/annum)	2% over \$3,593,700/annum

4. COMMON AREA MAINTENANCE. Paragraph 13, Common Area Maintenance Charges, of the Lease is hereby amended to include the following:

The monthly amount to be paid by Tenant (as originally set in the Lease as \$6,768.00 annually or \$564.00 per month in the third natural paragraph of Paragraph 13 of the Lease) during the initial 2008 lease year shall be changed to \$3,864 per year or \$322 per month. In addition, the first sentence of the fifth natural paragraph of Paragraph 13 of the Lease is hereby deleted and replaced with the following: "If the amount paid by Tenant monthly on account is less than Tenant's actual proportionate share, Tenant shall pay the difference within ninety (90) days after receiving Landlord's statement."

5. TAXES. Paragraph 14, Taxes, of the Lease shall be deleted and replaced with the following:

Landlord will timely pay all taxes, user fees, assessments and other charges that may be levied, assessed or charged against the Shopping Center, including the Demised Premises, and Landlord will make all payments required to be made under the terms of any mortgage or deed of trust that is now or later becomes a lien on the Shopping Center or the Demised Premises.

Tenant will timely pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and other personal property. Beginning on the Rent Commencement Date, Tenant will reimburse Landlord for Tenant's proportionate share of the real estate taxes on the Shopping Center. Tenant's proportionate share will be equal to a fraction, the numerator of which will be the number of square feet of floor area in the Demised Premises, and the denominator of which will be the total number of square feet of floor area in all buildings in the Shopping Center, including the Demised Premises. Outparcels will be excluded if such outparcels are separately taxed. The amount of the real estate taxes to be reimbursed by Tenant will be reduced on a per diem basis for partial lease years.

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Commencing with the first full fixed minimum rent payment, Tenant will make payments on account to Landlord along with the fixed minimum rent. The monthly amount to be paid by Tenant in 2008 will be \$678.00. Beginning with the 2008 lease year, Landlord will furnish to Tenant a detailed statement annually within 120 days after the end of each lease year or partial lease year setting forth the actual amount of the real estate taxes and user fees set forth above and Tenant's proportionate share of such taxes and user fees along with copies of the tax bills for taxes included on the statement and evidence that the bills have been paid by Landlord, and an up-to-date schedule or plan of all spaces in the Shopping Center whether occupied or unoccupied and any other information Tenant may reasonably require. If the amount paid by Tenant monthly on account is less than Tenant's actual proportionate share, then Tenant will pay the difference within 90 days after receiving Landlord's statement. If the amount paid by Tenant monthly on account is greater than Tenant's actual proportionate share, then such overpayment will be refunded along with the statement. The monthly amount to be paid by Tenant will be adjusted annually to one-twelfth of Tenant's actual proportionate share of the taxes for the previous lease year. If Landlord fails to send the annual statement of Landlord's actual real estate taxes and Tenant's proportionate share within the 120 day period, then Tenant will have the right to cease making the monthly real estate tax payments to Landlord. Landlord's failure to send the annual statement will give Tenant the right to defer payment until the statement is received, but will not release Tenant from the obligation to pay its proportionate share of real estate taxes including any deferred payments after Tenant receives the required documentation from Landlord.

6. INSURANCE. In Paragraph 11 of the Lease, the fourth natural paragraph is hereby deleted and replaced with the following:

Commencing with the first full fixed rent payment, Tenant will make payments on account to Landlord along with the fixed minimum rent. The monthly amount to be paid by Tenant in 2008 will be \$188.00. Beginning with the 2008 lease year, Landlord will furnish to Tenant a detailed statement annually within 120 days after the end of each lease year or partial lease year setting forth the actual amount of the insurance premium set forth above and Tenant's proportionate share of such premium along with a copy of the declaration page of the policy, the schedule of premiums, proof of payment and an up-to-date

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schedule or plan of all spaces in the Shopping Center whether occupied or unoccupied. Upon request, Landlord will furnish any other information Tenant may reasonably require. If the amount paid by Tenant monthly on account is less than Tenant's actual proportionate share, then Tenant will pay the difference within 90 days after receiving Landlord's statement. If the amount paid by Tenant monthly on account is greater than Tenant's actual proportionate share, then Landlord will refund the overpayment along with the statement. The monthly amount to be paid by Tenant will be adjusted annually to one-twelfth of Tenant's actual proportionate share of the insurance premium for the previous lease year. If Landlord fails to send the annual statement of Landlord's actual premiums and Tenant's proportionate share within the 120 day period, then Tenant will have the right to cease making the monthly insurance payments to Landlord. Landlord's failure to send the annual statement within the 120 day period will give Tenant the right to defer payment until the statement is received, but will not release Tenant from the obligation to pay its proportionate share of insurance premiums including any deferred payments after Tenant receives the required documentation from Landlord.

7. DEMISED PREMISES REMODEL. Tenant shall make the alterations to the Demised Premises as set forth on Exhibit A – Renovation List attached hereto and incorporated herein, and Tenant will use best efforts to complete the alterations before January 1, 2009.

8. RECORDING. Landlord agrees to execute a Memorandum of this Amendment acceptable to Tenant which Tenant may record, at its expense, in the appropriate office for the recordation of real estate conveyances for the county or other jurisdiction in which the Demised Premises are located. Landlord shall furnish an accurate legal description of the Demised Premises if needed to record the Memorandum and Landlord shall execute and deliver to Tenant any other affidavits, statements or documents needed to record the Memorandum.

9. AUTHORITY. Landlord represents and warrants that Landlord has full right and lawful authority to enter into this Amendment for the present term and all extensions; that the Landlord is lawfully seized of the demised premises and has good title thereto; and that no consent or approval of any mortgagee of the Demised Premises or any other entity is required.

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Tenant represents and warrants that Tenant has full right and lawful authority to enter into this Amendment.

It is mutually understood and agreed that the Lease shall remain in full force and effect except as the same is specifically modified and amended hereby. All covenants, terms, obligations and conditions of the Lease which are not modified or amended herein are hereby ratified and confirmed.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be duly executed and sealed this the day and year first above written.

WITNESSES: LANDLORD  
TAMBERG PROPERTIES IV, LLC (Seal)

John B. Muller  
Sharon D. Little

By: Joseph L. Tamsberg, Jr.  
Joseph L. Tamsberg, Jr.  
Managing Member

WITNESSES: TENANT  
FAMILY DOLLAR STORES OF  
SOUTH CAROLINA, INC.

Thomas M. Nash  
Thomas M. Nash

By: Thomas M. Nash  
Thomas M. Nash  
Senior Vice President-New Stores

ATTEST:

By: Thomas E. Schoenholtz  
Thomas E. Schoenholtz  
Assistant Secretary



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HERE

STATE OF SOUTH CAROLINA  
ACKNOWLEDGEMENT  
COUNTY OF Charleston

The foregoing instrument was acknowledged before me this the 4<sup>th</sup> day of September 2007 by Joseph L. Tansberg, Jr. as Managing Member of Tansberg Properties, IV, a LLC, on behalf of the

Sharon D. Pettit  
Printed Name: Sharon D. Pettit  
Notary Public

My Commission Expires: August 09, 2011

STATE OF NORTH CAROLINA  
ACKNOWLEDGEMENT  
COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this the 23rd day of August, 2007 by THOMAS M. NASH and THOMAS E. SCHOENHEIT, Senior Vice President-New Stores and Assistant Secretary, respectively, of FAMILY DOLLAR STORES OF SOUTH CAROLINA, INC., a South Carolina corporation.

WITNESS my hand and notarial seal this the 23rd day of August, 2007.

Georgina Maria Aguilera  
Georgina Maria Aguilera  
Notary Public

My Commission Expires:  
May 1, 2008



**EXHIBIT A  
RENOVATION LIST**

1. Upgrade all merchandising fixtures to Concept Renewal.
2. Upgrade product layout to Concept Renewal.
3. Repair drywall and paint sales floor walls, including existing office, Concept Renewal color, "Delicious melon."
4. Install new checkout counters.
5. Replace damaged ceiling tiles.
6. Replace damaged floor tiles that impact safety.
7. Install new base cove as needed on sales floor.
8. Install new Concept Renewal signing and graphics.



LL000027

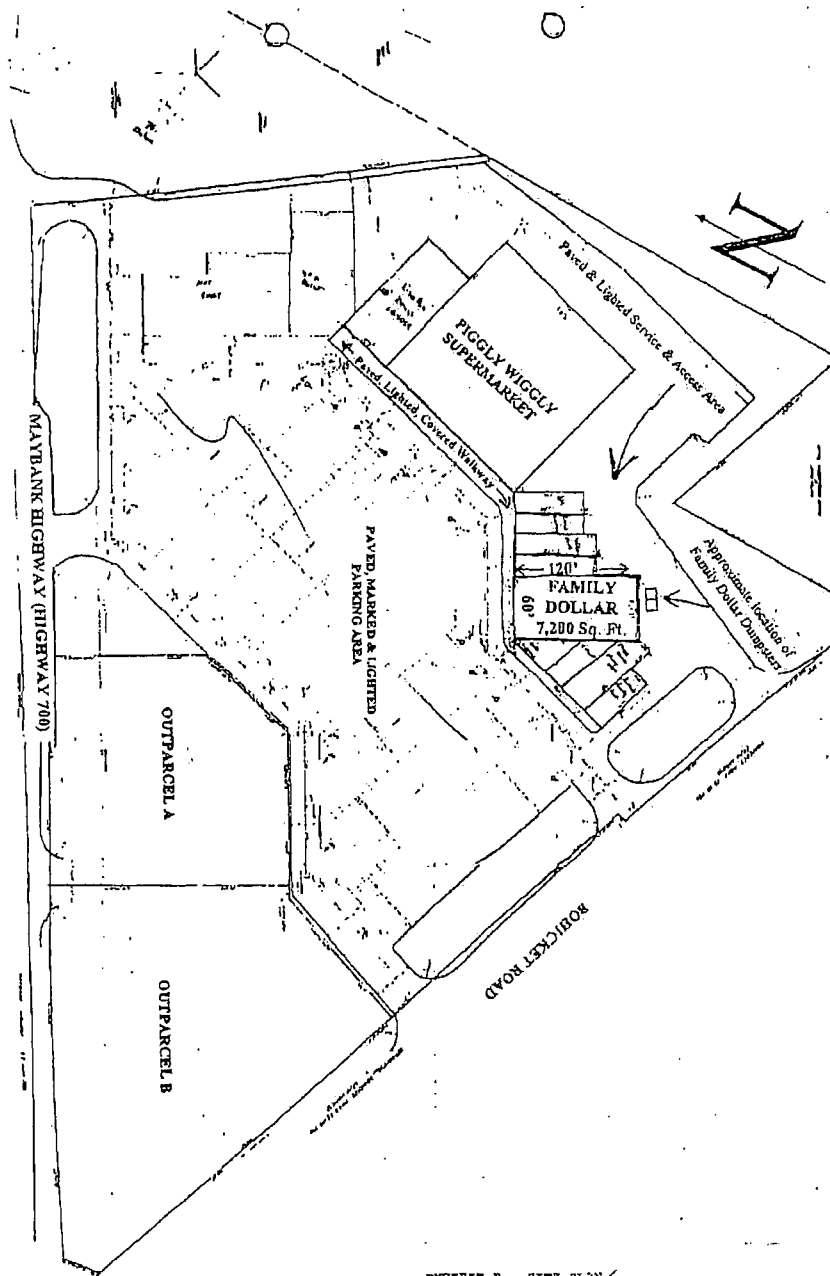
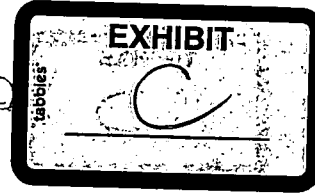


EXHIBIT B - SITE PLAN  
 STORE #2112  
 AMENDMENT TO LEASE DATED: AUGUST 23, 2007  
 LOCATION: JOHN ISLAND, SC  
 LANDLORD: *[Signature]* TENANT: *RHU*

LL000028



#2112 Johns Island, SC\_CR2 Amendment  
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this 19th day of July, 2011, by and between TAMSBERG PROPERTIES IV, LLC, a South Carolina limited liability company, successor landlord to NEWTON LAND CORPORATION ("Landlord"), and FAMILY DOLLAR STORES OF SOUTH CAROLINA, INC., a South Carolina corporation, successor in interest to Family Dollar Stores of Charleston, S.C., Inc. ("Tenant").

WHEREAS, Landlord and Tenant are parties to a Lease Agreement dated July 7, 1992 ("Original Lease Agreement"), as amended by that certain First Amendment to Lease Agreement dated August 23, 2007 (the Original Lease Agreement, as amended, is the "Lease"), for that certain premises situated in the Landlord's shopping center known as Johns Island Shopping Center, which is located on Maybank Highway (Highway 700) at the intersection of Bohicket Road, and having a street address of 3575 Maybank Highway, in the City of Johns Island, County of Charleston, State of South Carolina ("demised premises"). The demised premises are more specifically described in the Lease and identified by Tenant as Store #21112; and

WHEREAS, Tenant operates a retail store in the demised premises; and

WHEREAS, Landlord and Tenant desire to renovate Tenant's store and Tenant is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment, Landlord and Tenant amend the Lease as follows:

1. EXTENDED TERMS AND RENT. The present term of the Lease, being the second extended term, is scheduled to expire on December 31, 2012. Landlord and Tenant agree that the duration of the second extended term will be increased and extended through December 31, 2017. Tenant will continue to pay to Landlord fixed rent in the amount of FOUR THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS per month (\$59,400.00/annum), plus percentage rent equal to 2% of the gross sales, as defined in the Lease, in excess of \$2,970,000 made by Tenant on the demised premises during each lease year period through December 31, 2017.

Landlord and Tenant agree and confirm that there are two remaining five-year extended terms of the Lease (the third and fourth extended terms). The fixed rent for the third and fourth extended terms will remain as set forth in Paragraph 3 of the First Amendment to Lease Agreement. The term of the Lease will be automatically extended one period at a time unless Tenant gives written notice to Landlord canceling the next

NO  
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HERE

LL000029

extended term at least 180 days before the extended term is scheduled to begin. If Tenant gives written notice to Landlord, then the Lease will expire the day before the extended term is scheduled to begin. All of the terms, covenants and conditions of the Lease, as amended by this Amendment, will apply to the extended terms. For all purposes under the Lease, as amended by this Amendment, the phrases "the term of this lease" and "lease term" mean the present term and any extension that comes into effect pursuant to the Lease as amended.

2. ALTERATIONS. Tenant will make non-structural improvements and alterations to the demised premises and Tenant will have the right to make, at its expense, the non-structural improvements and alterations generally described as replacing floor tiles as needed, replacing ceiling tiles as needed, installing window film, relocating interior power poles, installing/replacing coolers, replacing cash wrap, painting interior, and replacing exterior signage, including patching and repairing. All work performed by Tenant will be done in a workmanlike manner and in compliance with all applicable building codes. If any mechanic's lien or other lien is filed against the demised premises arising out of any labor or material furnished to Tenant pursuant to a contract with Tenant, then Tenant will promptly commence efforts to discharge the lien and will diligently pursue such efforts until the lien is discharged. Upon termination of the Lease, Tenant will not be required to restore the demised premises to their condition prior to the making of Tenant's improvements and alterations; provided, however, Tenant will deliver the demised premises in "broom clean" condition. To the extent that the provisions of this paragraph conflict with the Lease, the provisions in this Amendment control.

3. SIGNS. As part of Tenant's renovations, Landlord and Tenant agree that Tenant may replace its building sign, under canopy sign, and/or road sign with new signs, bearing Tenant's new standard graphics and colors, in the location of the current signs.

4. NOTICES. Paragraph 26 of the Original Lease Agreement, as modified by Paragraph 1 of the First Amendment to Lease Agreement is deleted and replaced with the following:

26. NOTICES. All notices from Tenant to Landlord or Landlord to Tenant must be in writing to be effective. Notices sent via fax and e-mail will be effective between Landlord and Tenant, except that notices sent by Tenant pursuant to Paragraph 6, notices of default sent by either party including any notice intending to start a cure period under Paragraph 15 or 18 or any notice sent to change the notice address of Landlord or Tenant must be sent to the address set forth below either by (i) United States mail sent via Certified Mail, Return Receipt Requested, or by (ii) commercial national delivery service capable of providing written proof of delivery. Any notice sent by certified mail or commercial delivery service will be deemed given when mailed even if the party to whom the notice is sent refuses to accept delivery.

INITIAL  
HERE  
2/28

#2112 Johns Island, SC\_CR2 Amendment

As to Landlord  
For Payments:

TAMBERG PROPERTIES  
C/o CB Richard Ellis/Carmody, LLC  
Post Office Box 310  
Charleston, South Carolina 29402

-or-

For Notices:

TAMBERG PROPERTIES  
C/o CB Richard Ellis/Carmody, LLC  
Post Office Box 310  
Charleston, South Carolina 29402

With a copy to:

TAMBERG PROPERTIES  
126 Meeting Street  
Charleston, South Carolina 29401  
Attention: Joseph L. Tamsberg, Jr.  
Managing Member

As to Tenant:  
For U.S. Mail:

Lease Administration Department  
FAMILY DOLLAR STORES OF SOUTH CAROLINA, INC.  
Post Office Box 1017  
Charlotte, North Carolina 28201-1017

-or-

For Commercial  
Delivery:

Lease Administration Department  
FAMILY DOLLAR STORES OF SOUTH CAROLINA, INC.  
10301 Monroe Road  
Matthews, North Carolina 28105

Either Landlord or Tenant may change its notice address by giving written notice to the other party of the new address as provided in this Paragraph. All rent and other payments will be made by Tenant's check payable to Landlord and mailed to Landlord at the first address designated above, unless Tenant elects to make payments to Landlord by direct deposit into a bank account designated by Landlord. Tenant will not be obligated to pay rent to any person or entity other than Landlord until Tenant receives either: (i) a written statement signed by Landlord and reasonably acceptable to Tenant designating the person or entity to receive rent and, if applicable, providing notice of the transfer of Landlord's interest in the demised premises, or (ii) a copy of the deed signed by Landlord transferring ownership of the demised premises or a copy of an assignment of this Lease signed by Landlord.

5. RECORDING: Landlord agrees to execute a memorandum of this Amendment ("Memorandum") acceptable to Tenant, which Tenant may record, at its expense, in the appropriate office for the recordation of real estate conveyances for the county or other jurisdiction where the demised premises are located. Landlord will



furnish an accurate legal description of the demised premises or the shopping center and will execute any other statement, affidavit, or other document necessary for recording the Memorandum.

6. **AUTHORITY.** Landlord represents and warrants that Landlord has full right and lawful authority to enter into this Amendment for the present term and all extensions; that the Landlord is lawfully seized of the demised premises and shopping center, and has good title thereto; and that no consent or approval of any mortgagee of the demised premises or the shopping center or any other entity is required.

Tenant represents and warrants that Tenant has full right and lawful authority to enter into this Amendment.

It is mutually understood and agreed that the Lease will remain in full force and effect, except as the Lease is specifically modified and amended by this Amendment. All covenants, terms, obligations and conditions of the Lease that are not modified or amended by this Amendment are hereby ratified and confirmed.

Landlord and Tenant have caused this Amendment to be duly signed and sealed.

WITNESSES:

Sharon D. Fetter  
Wendie Christian

LANDLORD  
TAMSBURG PROPERTIES IV, LLC (SEAL)

By: Joseph L. Tamsberg, Jr.  
Joseph L. Tamsberg, Jr.  
Managing Member

WITNESSES:

Susan Farrar  
Susan Farrar  
Darnell A. Stallings  
Darnell A. Stallings

TENANT  
FAMILY DOLLAR STORES OF  
SOUTH CAROLINA, INC.

By: Keith M. Gehl  
Keith M. Gehl  
Senior Vice President  
Real Estate and Facilities

ATTEST:

Heather B. Adams  
Heather B. Adams  
Assistant Secretary



LL000032

#2112 Johns Island, SC\_CR2 Amendment

STATE OF SOUTH CAROLINA PROBATE  
COUNTY OF CHARLESTON

Personally appeared before me Shaaron D. Feltus and made oath that (s)he saw the within named JOSEPH L. TAMSBERG, JR., sign, seal and as his act and deed, deliver the written instrument, and that (s)he with Delaide Christensen witnessed the execution thereof.

SWORN to before me this 9th Shaaron D. Feltus  
day of ~~July~~ <sup>August</sup>, 2011.

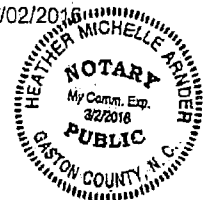
Cheryl A. Parish  
Notary Public, Charleston County  
State of South Carolina  
My Commission expires: October 17, 2016

STATE OF NORTH CAROLINA PROBATE  
COUNTY OF MECKLENBURG

Personally appeared before me Susan Farrar and made oath that she saw the within named KEITH M. GEHL and HEATHER B. ADAMS, Senior Vice President—Real Estate and Facilities and Assistant Secretary, respectively, of FAMILY DOLLAR STORES OF SOUTH CAROLINA, INC., sign, seal and as their act and deed, deliver the written instrument, and that she with Damell A. Stallings witnessed the execution thereof.

SWORN to before me this 19th Susan Farrar  
day of July, 2011.

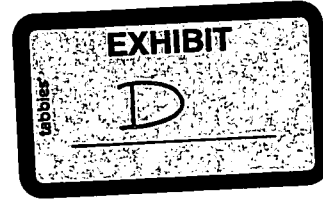
Heather Michelle Arnder  
Heather Michelle Arnder  
Notary Public, Mecklenburg County  
State of North Carolina  
My Commission expires: 03/02/2016



LL000033



Charleston Fire Department  
2 George Street Suite 3800  
Charleston, SC 29401



## Department Violation Notice

June 2, 2022

Family Dollar  
3575 MAYBANK HWY, Q/R/S  
Johns Island (P.O.), SC 29455

A fire safety inspection was conducted at this location on Jun 2, 2022. The items listed below were noted and need to be corrected in order to improve safety and assist you with code compliance. You are hereby notified to correct the noted violations immediately.

A reinspection will be conducted on Jul 2, 2022. Failure to correct the violations can result in criminal prosecution under the Code of the City of Charleston.

This report does not imply that the occupancy is safe from fire or that all code violations have been identified. Appeal of this order shall be submitted, in writing, within 30 days of this notice to the City of Charleston Fire Marshal at: 2 George St, Suite 3800, Charleston, SC 29401.

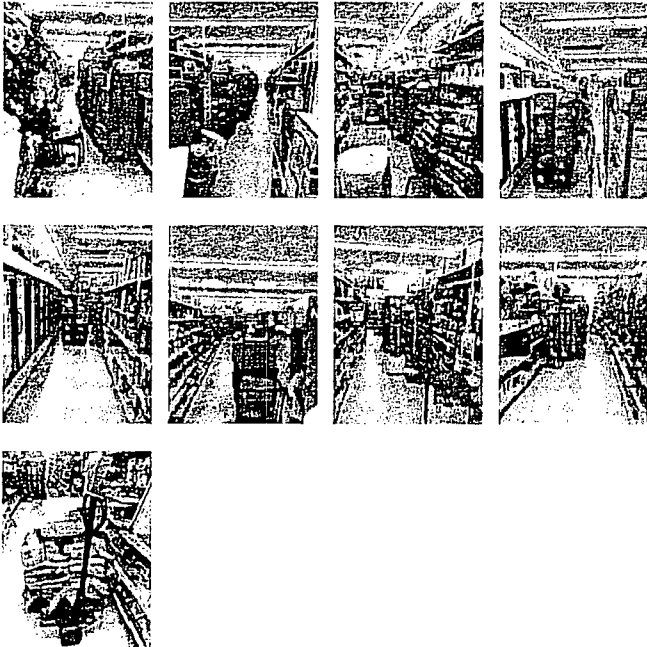
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### Violations

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A-01 Exit path unobstructed

Note



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## Violations

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A-08 Exit doors approved for thumb lock include signage

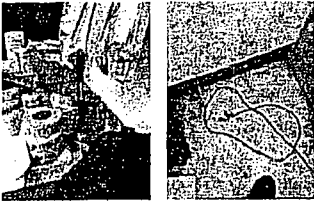
Note Please add signage "Door to remain unlocked while occupied "



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M-01 Extension cords for temp. use of portable items

Note Extension cords may not be used in place of permanent wiring



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M-03 Breaker panels covers are intact and closed

Note Panel doors needs to be able to close. Please replace the latches to close the door.

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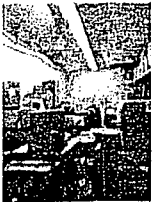
M-07 Electrical panel min clearance (30"w 36"d 78"h)

Note Please Clear the area around storage panel.

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Y-01 Storage, stock, etc: orderly and not excessive

Note



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Y-06 Current City Bus. License posted in public view

Note

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Y-07 Current tenant Occ. permit posted in public view

Note

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Violations

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Z-01 Additional comments

Note Please replace ceiling tiles.



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Inspection Note Inspection Type: Inspection: Fire Safety, Routine

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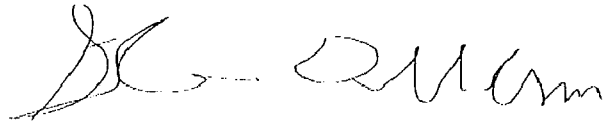
Please visit our website for additional resources: [www.charleston-sc.gov/FireMarshal](http://www.charleston-sc.gov/FireMarshal)

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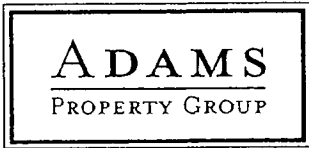
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E045692 Nichole Lamb  
Inspector



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Star Quinn



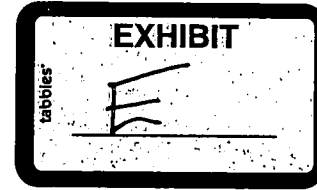
AUGUSTA OFFICE  
111 SHARTON DRIVE  
AUGUSTA, GA 30907

CHARLESTON OFFICE  
2298 MT PLEASANT STREET  
CHARLESTON, SC 29403

WWW.ADAMSPROPGROUP.COM

March 1, 2022

Via Certified Mail Return Receipt Requested



Family Dollar Stores of South Carolina, LLC  
Attn: Lease Administration – Store # 22112  
PO Box 1017  
Charlotte, NC 28202

**RE: Lease Agreement by and between Tamsberg Properties IV, LLC, predecessor in interest to 3575 Maybank, LLC, as Landlord, and Family Dollar Stores of South Carolina, Inc. dated July 7, 1992. and amended by a First and Second Amendment (collectively the “Lease”), as Tenant Family Dollar Store # 22112 Johns Island Shopping Center Johns Island, South Carolina**

To Whom It May Concern,

This letter shall serve as notice of default of the referenced Lease Agreement. Each default of the Lease is listed in detail below.

1. Original Lease dated July 7, 2022: Section 12. Maintenance and Repairs  
“The Tenant shall keep, maintain and repair at its expense all interior portions (except structural portions) of the demised premises including plate glass and door closures and keep plumbing, electrical, heating and air conditioning systems in repair.”

Violation: Tenant has not maintained the interior of the demised premises, The interior of the premises is unkept, and in extremely poor condition. Floor tiles are chipped, the paint is faded, and multiple ceiling tiles need to be replaced.

2. Common Area: Lease Agreement – Exhibit B.

Violation: The Common Area of the Shopping Center shown in Exhibit B is maintained by the Landlord and is the area available for use by all tenants. The installation of an ice machine on the sidewalk in front of the demised premises has inhibited the use of the common area. Tenant shares the sidewalk with all other tenants of the shopping center; therefore, Tenant must remove the ice machine. Tenant has also not been given permission and will not be permitted to have any items, whether displayed on racks, in boxes, or in bins, which restrict the flow of traffic on the sidewalk in front of the demised premises considered common area.

Violation: The rear of the demised premises is littered with debris. Boxes, bins, roll tracks, and wire racks are just a few of the observed items left in the back of the demised premises. Wire racks are stored outside of the demised premises and leaning on the building. Roll racks are left outside as well. Wire racks leaning against the newly painted building is completely unacceptable. Tenant will be held responsible for all damage caused due to the wire racks or any other objects being left leaning against the building. All items belonging to Tenant must be placed inside the demised premises and are not permitted in the common area.

3. **Fire Code Violations:**

South Carolina Fire Code: 901.4.6 Pump and Riser Room Size:

Fire pump and automatic sprinkler system riser rooms shall be provided with a door(s) and an unobstructed passageway large enough to allow removal of the largest piece of equipment.

Violation: Tenant has obstructed the passageway to the riser room located in the back room of the demised premises, which as noted above, is a fire code violation.

4. **Parking Lot Damage:**

A vendor providing services to Tenant caused damage in late 2021 to the newly sealed and striped parking lot at John's Island Shopping Center. Tenant was notified of the incident in writing on October 6, 2021, as well as verbally during numerous conversations with a representative of Tenant. The vendor ignored caution tape, cones, and verbal direction from our contractors to avoid the newly poured area and caused the damage depicted in the photos attached.

The vendor in question was servicing the unapproved ice machine that management has requested tenant remove from the demised premises during numerous previous communications. The Landlord has invested a significant amount of money renovating and improving this property and will not allow any tenant, or vendor of a tenant to blatantly cause damage and disrepair. Reimbursement in full for the damage caused by the vendor must be received within ten (10) days of this notice (repair quote attached).

Attached you will find photo evidence of the above violations. This letter shall serve as notice and demand that immediate action be taken to cure the defaults within ten (10) days from the date hereof to avoid further legal action.

Very Respectfully,

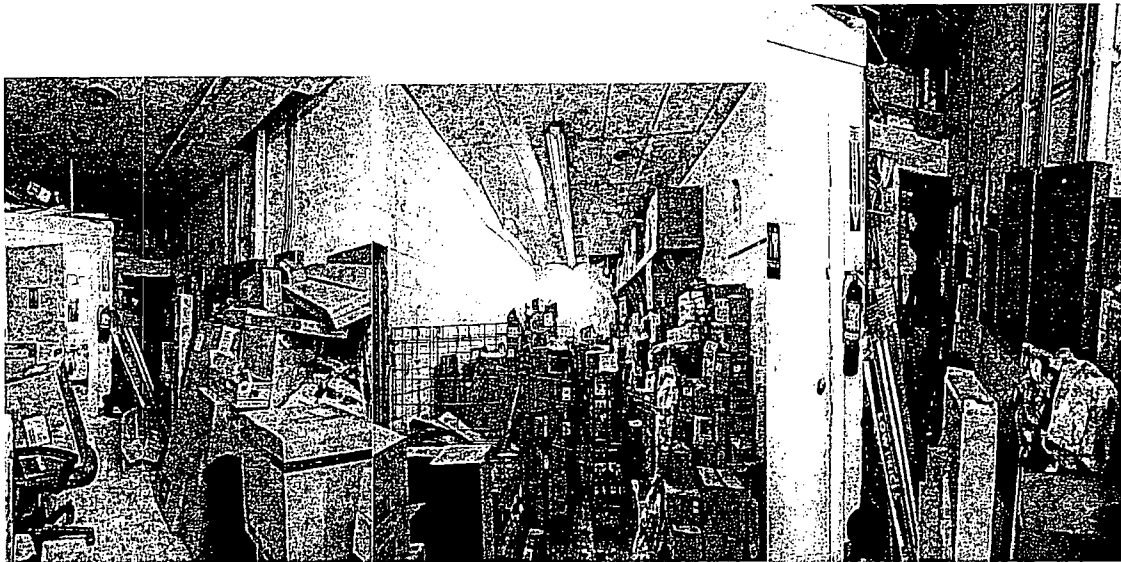
Tracy Watson  
*Director of Property Management*  
Office: (843) 941-4001  
Mobile: (252) 723-6620  
[twatson@adamspropgroup.com](mailto:twatson@adamspropgroup.com)

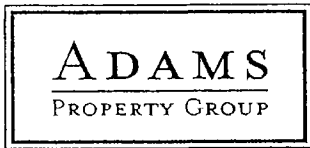
Attachments

cc: Family Dollar Stores of South Carolina, LLC  
Lease Administration Department – Store # 22112  
10301 Monroe Road  
Matthews, North Carolina 28105









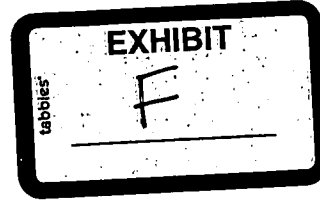
AUGUSTA OFFICE  
111 SHARTON DRIVE  
AUGUSTA, GA 30907

CHARLESTON OFFICE  
2298 MT PLEASANT STREET  
CHARLESTON, SC 29403

WWW.ADAMSPROPGROUP.COM

April 28, 2022

Via Certified Mail Return Receipt Requested



Family Dollar Stores of South Carolina, LLC  
Attn: Lease Administration – Store # 22112  
PO Box 1017  
Charlotte, NC 28202

**RE: Lease Agreement by and between Tamsberg Properties IV, LLC, predecessor in interest to 3575 Maybank, LLC, as Landlord, and Family Dollar Stores of South Carolina, Inc. dated July 7, 1992. and amended by a First and Second Amendment (collectively the “Lease”), as Tenant Family Dollar Store # 22112 Johns Island Shopping Center Johns Island, South Carolina**

To Whom It May Concern,

This letter shall serve as second notice of default of the referenced Lease Agreement. Each default of the Lease is listed in detail below.

1. Original Lease dated July 7, 2022: Section 12. Maintenance and Repairs  
“The Tenant shall keep, maintain, and repair at its expense all interior portions (except structural portions) of the demised premises including plate glass and door closures and keep plumbing, electrical, heating and air conditioning systems in repair.”

Violation: Tenant has not maintained the interior of the demised premises, The interior of the premises is unkept, and in extremely poor condition. Floor tiles are chipped, the paint is faded, and multiple ceiling tiles need to be replaced. As of our property visit on April 21, 2022, the above violation has not been resolved.

2. Common Area: Lease Agreement – Exhibit B.

Violation: The Common Area of the Shopping Center shown in Exhibit B is maintained by the Landlord and is the area available for use by all tenants. As of our property visit on April 21, 2022, we did notate that while you have removed the ice machine as requested in the original default dated March 1, 2022, your store window front where the ice machine was located is mired in dirt and grime. Therefore, Family Dollar needs to contract to have the store window front pressure washed by a vendor approved by the landlord.

Tenant has also not been given permission and will not be permitted to have any items, whether displayed on racks, in boxes, or in bins, which restrict the flow of traffic on the sidewalk in front of the demised premises that is considered common area. As of our property visit on April 21, 2022, the above violation has not been resolved.

Violation: The rear of the demised premises is littered with debris. Boxes, bins, roll tracks, and wire racks are just a few of the observed items left in the back of the demised premises. Wire racks are stored outside of the demised premises and leaning on the building. Roll racks are left outside as well. Wire racks leaning against the newly painted building is completely unacceptable. Tenant will be held responsible for all damage caused due to the wire racks or any other objects being left leaning against the building. All items belonging to Tenant must be placed inside the demised premises and are not permitted in the common area. As of our property visit on April 21, 2022, the above violation has not been resolved.

3. **Fire Code Violations:**

South Carolina Fire Code: 901.4.6 Pump and Riser Room Size:

Fire pump and automatic sprinkler system riser rooms shall be provided with a door(s) and an unobstructed passageway large enough to allow removal of the largest piece of equipment.

Violation: Tenant has obstructed the passageway to the riser room located in the back room of the demised premises, which as noted above, is a fire code violation.

As of our property visit on April 21, 2022, property management entered the premises and viewed the back storage room where the riser room is also located, the above violation has not been resolved.

4. **Parking Lot Damage:**

A vendor providing services to Tenant caused damage in late 2021 to the newly sealed and striped parking lot at John's Island Shopping Center. Tenant was notified of the incident in writing on October 6, 2021, as well as verbally during numerous conversations with a representative of Tenant. The vendor ignored caution tape, cones, and verbal direction from our contractors to avoid the newly poured area and caused the damage depicted in the photos attached.

The vendor in question was servicing the unapproved ice machine that management has requested tenant remove from the demised premises during numerous previous communications. The ice machine has been removed since our letter dated March 1, 2022. The Landlord has invested a significant amount of money renovating and improving this property and will not allow any tenant, or vendor of a tenant to blatantly cause damage and disrepair. Reimbursement in full for the damage caused by the vendor must be received within ten (10) days of this notice (repair quote attached). As of the date of this letter, the landlord has not been reimbursed for the repair.

5. **Operating Hours:**

On April 28, 2022, during our property visit at approximately 12:15pm, our property management team attempted to enter the Family Dollar premises, only to encounter a locked door and confused customers asking why the doors were locked during normal business hours. There was no sign on the door indicating any type of emergency or explanation of why Family Dollar was closed in the middle of the day during normal business hours. Upon an additional property visit on May 2, 2022, at approximately 12:45pm, property management encountered the store closed yet again, without any signage on the door. This was not the first instance of this occurrence however, the last occurrence there was a note on the door explaining there was no staff.

a way that does not adversely affect the other tenants or the reputation of the shopping center. The unexplained closure of Family Dollar during normal business hours adversely affected patrons of the shopping center, therefore, the reputation of the shopping center.

Attached you will find photo evidence of the above violations. This letter shall serve as notice and demand that immediate action be taken to cure the defaults within ten (10) days from the date hereof to avoid further legal action.

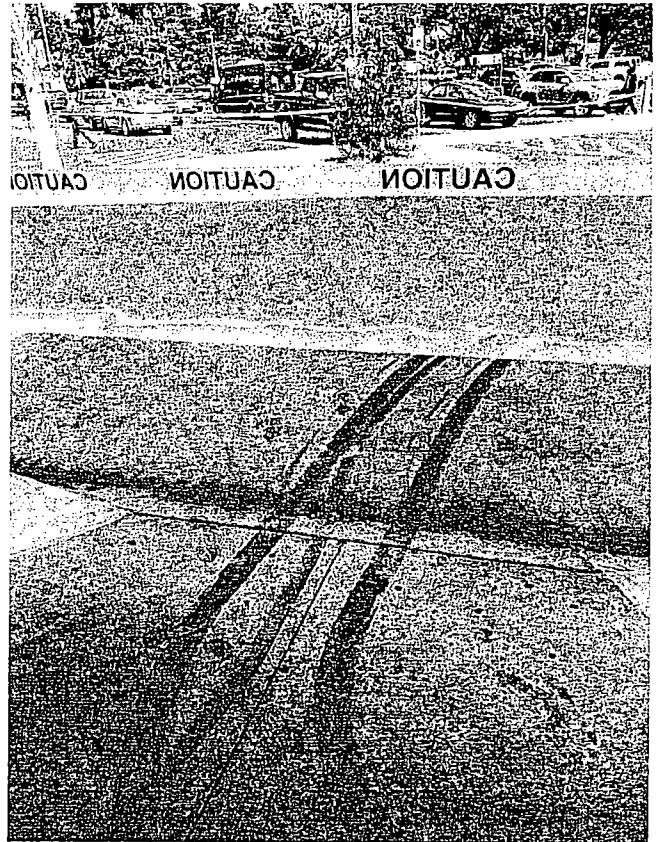
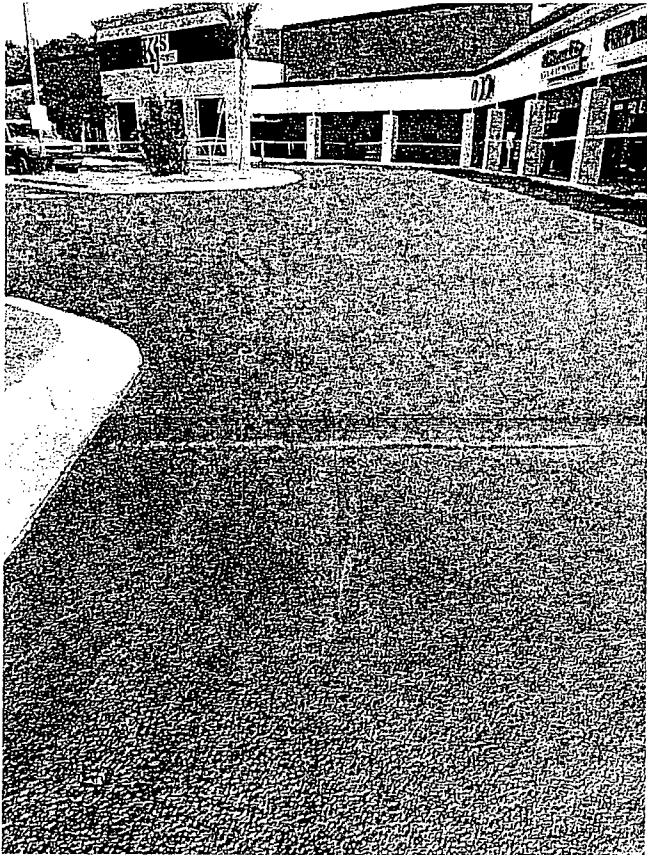
Very Respectfully,

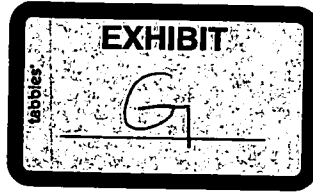
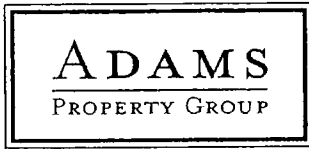
Tracy Watson  
*Director of Property Management*  
Office: (843) 941-4001  
Mobile: (252) 723-6620  
[twatson@adamspropgroup.com](mailto:twatson@adamspropgroup.com)

Attachments

cc: Family Dollar Stores of South Carolina, LLC  
Lease Administration Department – Store # 22112  
10301 Monroe Road  
Matthews, North Carolina 28105







AUGUSTA OFFICE  
111 SHARTON DRIVE  
AUGUSTA, GA 30907

CHARLESTON OFFICE  
2298 MT PLEASANT STREET  
CHARLESTON, SC 29403

WWW.ADAMSPROPGROUP.COM

May 19, 2022

**Via Certified Mail Return Receipt Requested**

Family Dollar Stores of South Carolina, LLC  
Attn: Lease Administration – Store # 22112  
PO Box 1017  
Charlotte, NC 28202

**RE: Lease Agreement by and between Tamsberg Properties IV, LLC, predecessor in interest to 3575 Maybank, LLC, as Landlord, and Family Dollar Stores of South Carolina, Inc. dated July 7, 1992. and amended by a First and Second Amendment (collectively the “Lease”), as Tenant  
Family Dollar Store # 22112  
Johns Island Shopping Center  
Johns Island, South Carolina**

To Whom It May Concern,

As of today’s date, May 19, 2022, previous defaults sent via certified letter dated February 22, 2022, and April 28, 2022, have not been adequately cured. This letter shall serve as third notice of default of the referenced Lease Agreement. Each default of the Lease is listed in detail below.

**1. Original Lease dated July 7, 2022: Section 12. Maintenance and Repairs**

“The Tenant shall keep, maintain, and repair at its expense all interior portions (except structural portions) of the demised premises including plate glass and door closures and keep plumbing, electrical, heating and air conditioning systems in repair.”

Violation: Tenant has not maintained the interior of the demised premises. As of our property visit on May 16, 2022, the heating and air conditioning unit is leaking through a large gap in the ceiling where ceiling tiles are missing. The floor below the leak is saturated. Additionally, debris and dirt from the deteriorated ceiling tiles is littered in the middle of the store aisle. This area had not been cleaned up. The insulation in the ceiling is exposed and beginning to fall, as well as wiring from the ceiling lights. The employees did not have the aisle adequately blocked to prevent customers from entering the aisle and causing injury.

**2. Common Area: Lease Agreement – Exhibit B.**

Violation: The Common Area of the Shopping Center shown in Exhibit B is maintained by the Landlord and is the area available for use by all tenants. As of our property visit on May 16, 2022, we did notate that while you have removed the ice machine as requested in the original default dated March 1, 2022, your store window front where the ice machine was located is mired in dirt and grime. Therefore, Family Dollar needs to contract to have the store window front pressure washed by a vendor approved by the landlord.

3. **Fire Code Violations:**

South Carolina Fire Code: 901.4.6 Pump and Riser Room Size:

Fire pump and automatic sprinkler system riser rooms shall be provided with a door(s) and an unobstructed passageway large enough to allow removal of the largest piece of equipment.

Violation: Tenant has obstructed the passageway to the riser room located in the back room of the demised premises, which as noted above, is a fire code violation.

As of our property visit on May 16, 2022, property management entered the premises and viewed the back storage room where the riser room is also located, the above violation has not been resolved.

4. **Parking Lot Damage:**

A vendor providing services to Tenant caused damage in late 2021 to the newly sealed and striped parking lot at John's Island Shopping Center. Tenant was notified of the incident in writing on October 6, 2021, as well as verbally during numerous conversations with a representative of Tenant. The vendor ignored caution tape, cones, and verbal direction from our contractors to avoid the newly poured area and caused the damage depicted in the photos attached.

The vendor in question was servicing the unapproved ice machine that management has requested tenant remove from the demised premises during numerous previous communications. The ice machine has been removed since our letter dated March 1, 2022. The Landlord has invested a significant amount of money renovating and improving this property and will not allow any tenant, or vendor of a tenant to blatantly cause damage and disrepair. Reimbursement in full for the damage caused by the vendor must be received within ten (10) days of this notice (repair quote attached). As of the date of this letter, the landlord has not been reimbursed for the repair.

5. **Operating Hours:**

On May 17, 2022, Family Dollar closed in the middle of the day during normal business hours, due to an unaddressed leak in the ceiling causing flooding of the store floor. This is not the first instance of this occurrence however, the last occurrence there was no explanation. The store manager reported that she had no information prepared for her regarding who she is responsible for calling to repair and resolve the leak. She contacted Adams Property Group, LLC, Property Management, who supplied her with the contact information of the Regional Asset Protection Manager.

Violation: Per Section 3; Use of Premises, the tenant must use the demised premises in a way that does not adversely affect the other tenants or the reputation of the shopping center. The unexplained closure of Family Dollar during normal business hours adversely affected patrons of the shopping center, therefore, the reputation of the shopping center.

and demand that immediate action be taken to cure the defaults within ten (10) days from the date hereof to avoid further legal action.

Very Respectfully,

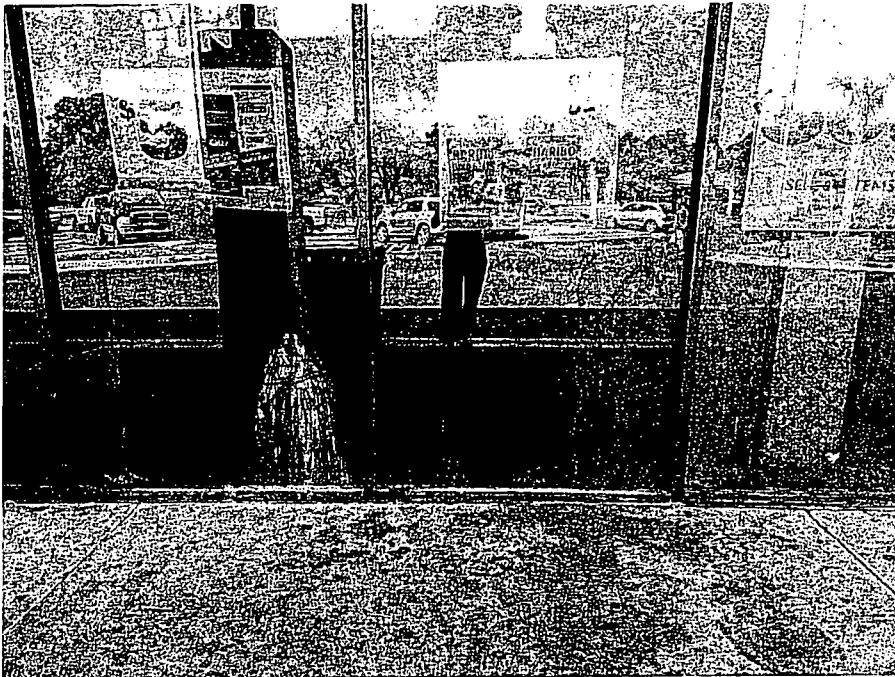
Tracy Watson  
*Director of Property Management*  
Office: (843) 941-4001  
Mobile: (252) 723-6620  
[twatson@adamspropgroup.com](mailto:twatson@adamspropgroup.com)

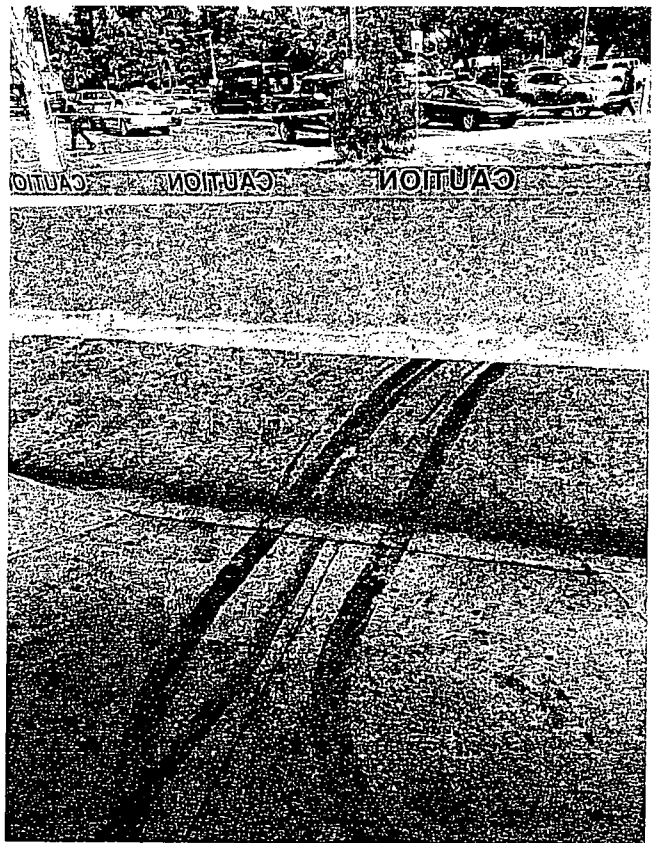
Attachments

cc: Family Dollar Stores of South Carolina, LLC  
Lease Administration Department – Store # 22112  
10301 Monroe Road  
Matthews, North Carolina 28105

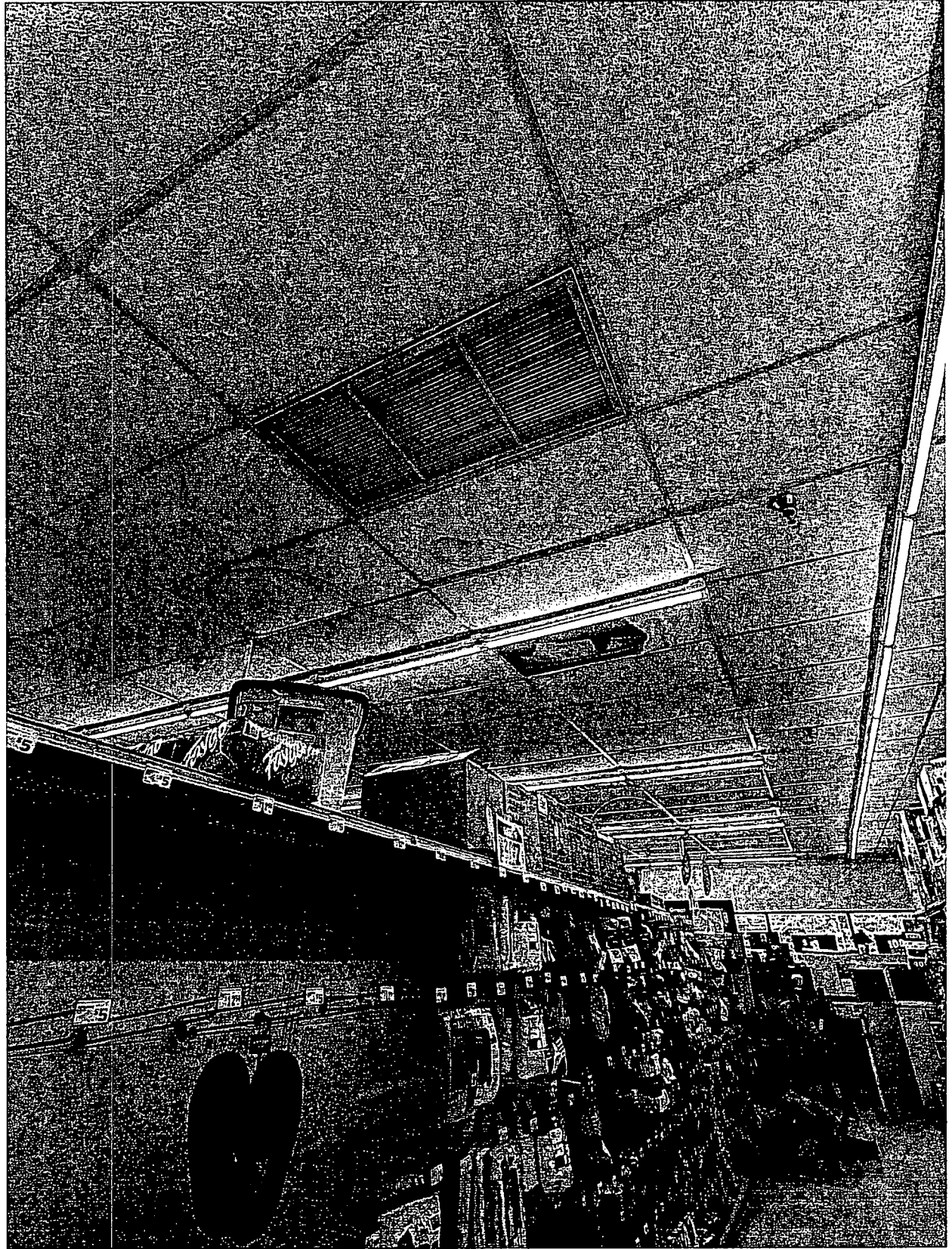












**EXHIBIT**  
I

**UNIFORM ORDINANCE SUMMONS**

*City of Charleston versus*

*If Individual: First, Middle, Last*  
*If Business: Name of Business/Authorized Agent or Manager*

Family Dollar - Chris Anderson

Street Address: (of Individual or Business, whichever applicable)  
3575 Maybank Hwy / State R

City: Charleston State: SC Zip: 29405

State: SC Driver's License #: (if available) [Redacted] SS#: (if available)

**DESCRIPTION OF DEFENDANT (if available)**

Race	Sex	DOB	Height	Hair	Weight	Eyes

**YOU ARE SUMMONED TO APPEAR BEFORE THE TRIAL OFFICER**

Name of Trial Officer: City of Charleston Municipal Judge	Street and No: 180 Lockwood Boulevard Charleston, SC 29403
Date of Trial: July 19, 2022	Time of Trial: 1:30 PM

Description of Violation: *W/Outgoing Retail Location initial* Violation Section No: *13-11*

Defendant: *Chris Anderson* Did not Appear  Appeared  Summons Issuance Date: *07/06/2022*

Forfeited Bond  Guilty  Pled Nolo Contendere  Violation Location: *Family Dollar*

Verdict of Trial: Guilty  Not Guilty  Trial Date: *07/05/2022* Time: *3:00 PM*

Jail:  Suspend:  Fine:  Badge Issuing Officer: *1112*

Other: Name Issuing Officer: *L. W. A. B.*

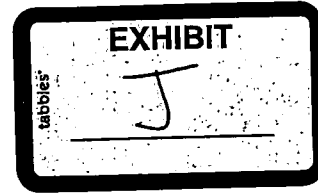
Band: *U 49010*

Certified Correct:  Judge Code: *U 49010*

ISSUING OFFICER'S COPY



Charleston Fire Department  
2 George Street Suite 3800  
Charleston, SC 29401



### Department Violation Notice

July 5, 2022

Family Dollar  
3575 MAYBANK HWY, Q/R/S  
Johns Island (P.O.), SC 29455

A fire safety inspection was conducted at this location on Jul 5, 2022. The items listed below were noted and need to be corrected in order to improve safety and assist you with code compliance. You are hereby notified to correct the noted violations immediately.

A reinspection will be conducted on Aug 4, 2022. Failure to correct the violations can result in criminal prosecution under the Code of the City of Charleston.

This report does not imply that the occupancy is safe from fire or that all code violations have been identified. Appeal of this order shall be submitted, in writing, within 30 days of this notice to the City of Charleston Fire Marshal at: 2 George St, Suite 3800, Charleston, SC 29401.

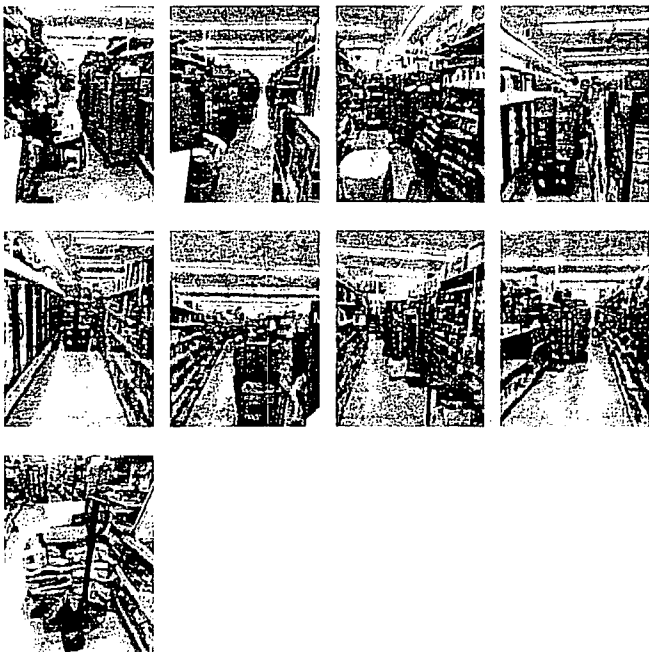
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#### Violations

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A-01 Exit path unobstructed

Note Recheck violation record automatically created from a recheck request.  
Original Violation Remarks:



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## Violations

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M-03 Breaker panels covers are intact and closed

Note Recheck violation record automatically created from a recheck request.

Original Violation Remarks: Panel doors needs to be able to close. Please replace the latches to close the door.

---

Y-01 Storage, stock, etc: orderly and not excessive

Note Recheck violation record automatically created from a recheck request.

Original Violation Remarks:



Y-06 Current City Bus. License posted in public view

Note Recheck violation record automatically created from a recheck request.

Original Violation Remarks:

---

Y-07 Current tenant Occ. permit posted in public view

Note Recheck violation record automatically created from a recheck request.

Original Violation Remarks:

---

Z-01 Additional comments

Note Recheck violation record automatically created from a recheck request.

Original Violation Remarks: Please replace ceiling tiles.



Inspection Note Inspection Type: Inspection: Fire Safety, Routine

This inspection record was automatically created by the system in response to a reinspection request.

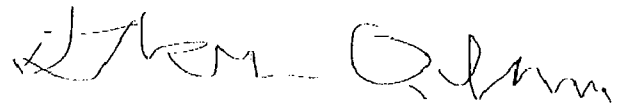
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Please visit our website for additional resources: [www.charleston-sc.gov/FireMarshal](http://www.charleston-sc.gov/FireMarshal)



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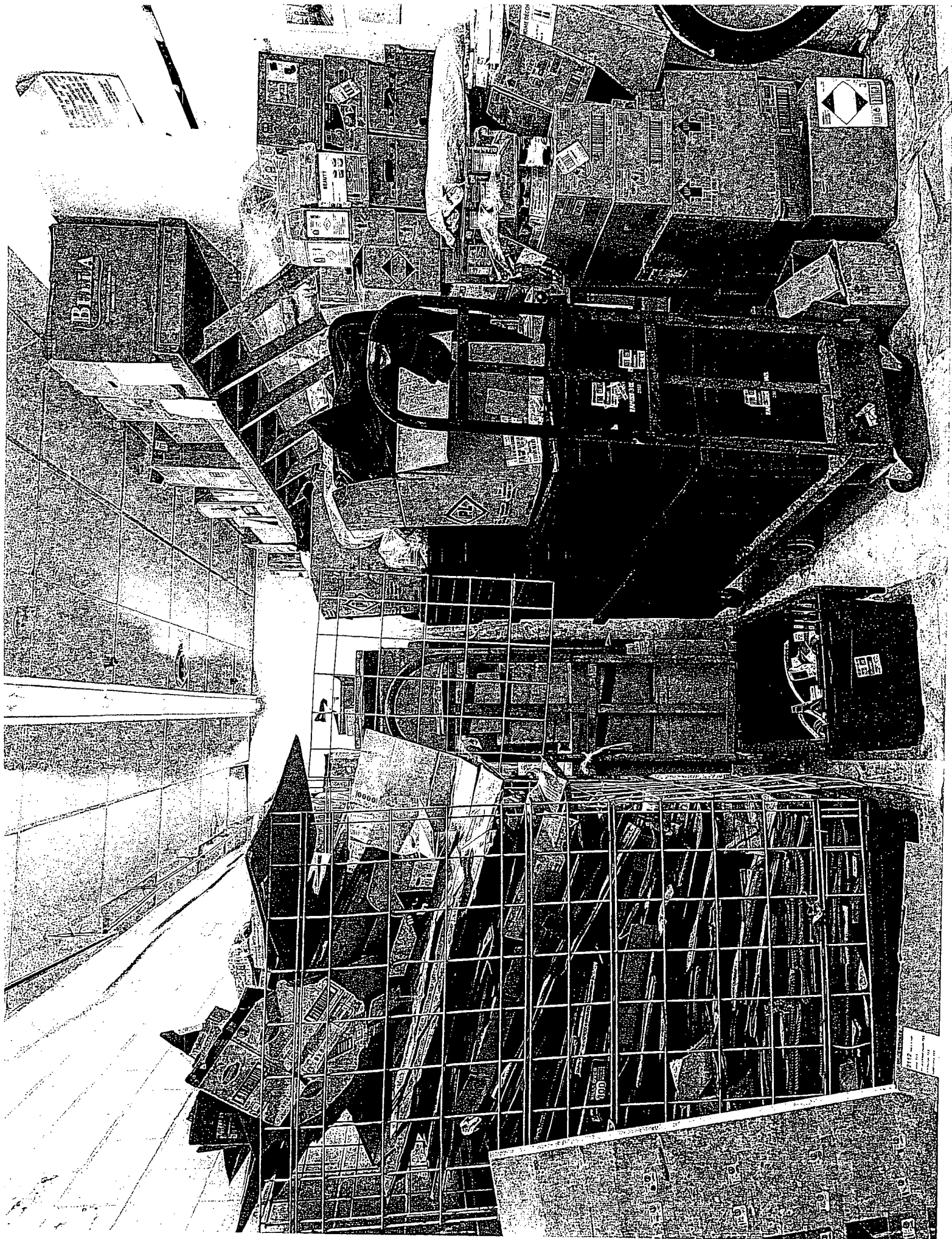
E045692 Nichole Lamb  
Inspector



---

Star Quinn





STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

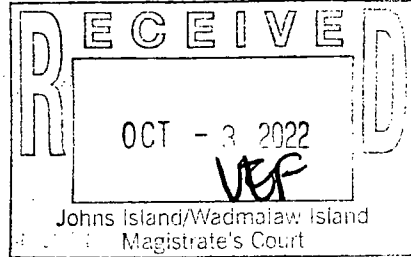
IN THE MAGISTRATE'S COURT  
  
C.A. No.: 2022-CV-10-11000100

1260 E Butler Road Self Storage, LLC and )  
3575 Maybank, LLC, )  
 )  
Landlord/Plaintiff, )

vs. )

Family Dollar Stores of South Carolina, )  
LLC, )  
 )  
Tenant/Defendant. )

**REPLY AFFIDAVIT OF CHRIS ANTON**



I, Chris Anton, state and aver as follows:

1. I am a district manager of Family Dollar Stores of South Carolina, LLC (“Family Dollar”). I am submitting this Affidavit in Reply to the Affidavit of Shannon Lhotsky filed on September 23, 2022.

2. As part of my position with Family Dollar, I am one of the custodians of the books, records, and files of Family Dollar. I have personally worked on Family Dollar’s books, records and files, and as to the following facts, I know them to be true of my own knowledge or have gained knowledge of them from Family Dollar’s books, records and files. I am familiar with the processes for recording information in the books, records and files of Family Dollar. The information recorded in those books, records and files was recorded in the ordinary course of Family Dollar’s business at or about the time of the incidents referred to in the records by a person who had personal knowledge of the event being recorded and has or had a business duty to accurately record such information. If called upon, I could and would testify competently to the facts set forth herein.

3. I recall a meeting the meeting in early July with the Charleston Fire

Department, at which I recall one landlord representative being present.

4. Soon after the Fire Marshal closed the Store in June, I escalated the matter and began taking steps to cure the alleged defaults asserted by Landlord.

5. Family Dollar has an electronic system by which district managers can submit "tickets" for corporate approvals and support in making certain repairs or paying for certain out-of-the-ordinary expenses.

6. Within a few days of the original closure of the Store, interim district manager Kerri Dye submitted multiple tickets to address the items of concern for the Landlord. See attached as **Exhibit A**.

7. Throughout the process, I would receive various status updates for the tickets such as "parts on order" or "waiting approval." I would also routinely send e-mails to various corporate contacts for assistance in navigating the system, which was new to me as a new district manager.

8. I dispute the suggestion that I was denied authorization to rent a U-Haul to move inventory. I have received corporate approvals on multiple occasions to rent a U-Haul to move inventory and have done so with respect to the subject Store on at least two occasions.

9. After the initial closure in June, my team and I worked to make sure the fire marshal's concerns were addressed. We resolved the major concerns, including ensuring appropriate ingress and egress points were not blocked and that access to the riser room was clear.

10. I mistakenly believed that we were allowed to reopen when the major concerns were cleared, so the store reopened prior to the fire marshal's July inspection.

11. When the fire marshal reinspected in July, my recollection is that the only original item remaining of concern was that the electrical panel latch was broken and needed to be repaired. However, the fire marshal was mostly concerned that the store had reopened prior to the follow up

inspection upon my mistaken belief that we were allowed to do so.

12. As for the Landlord's inspections in September 2022, my understanding is that agents of the landlord had removed ceiling tiles while investigating the source of an odor in the Store.

13. Based on discussions with my team, I believed that the odor had originated with some sort of water issue due to a malfunctioning ice machine that had been fixed. I was also surprised to learn of an errant block of cream cheese that had gotten lodged behind a cooler.

14. Ms. Lhotsky's affidavit is the first written mention we have had of an odor issue from Landlord, but we will work to ensure any reasonable concerns of Landlord related to odor are resolved.

15. There is a store manager currently in training and scheduled to start on October 4, 2022. I am confident that the new store manager will work diligently to ensure defaults alleged by Landlord are appropriately addressed.

FURTHER AFFIANT SAYETH NOT.

SWORN to before me this  
26 day of September 2022.

[Signature] (SEAL)  
Notary Public for the State of SC

Family Dollar Stores of South Carolina, LLC

By: [Signature]  
9/26/22  
Its: District Manager

My commission expires: 7/29/30



# **Exhibit A**

#WKO-01692588

# WORK ORDER

Date: 2022-06-07

Issued By: KERRI DYE



DOLLAR TREE

500 Volvo Parkway Dept 500  
Chesapeake VA 23320-1604

P: 757-321-5000  
E: FMC@dollartree.com

## VENDOR

**FACILITY SOURCE, LLC**  
2020 N CENTRAL AVE SUITE 1200  
PHOENIX AZ 85034

E: fsotdt@cbre.com

## SERVICE LOCATION

**#22112 SC FAMILY DOLLAR #21**  
3575 MAYBANK HWY  
JOHNS ISLAND SC 29455-4589

P: 8437146122  
E: S02112@familydollar.com

Due Date: 2022-06-06 / DNE Amount: REDACTED

## PROBLEM & REPAIR DETAILS

### Problem

Fixture Repair

### Trade

Electrical

### Asset

Electrical #8535635

Unknown - UNKNOWN

### Area of Service

### Additional Details

Electrical panel missing latch and lock- need cover replaced or latch and lock installed

### Work Performed

[Empty dashed box for work performed details]

Date	Technician	Time In	Time Out	Hours	Minutes
------	------------	---------	----------	-------	---------

**Date**

**Manager Name**

**Store Stamp**

**Manager Signature**

#WKO-01692589

# WORK ORDER

Date: 2022-06-07

Issued By: KERRI DYE



DOLLAR TREE

500 Volvo Parkway Dept 500  
Chesapeake VA 23320-1604

P: 757-321-5000  
E: FMC@dollartree.com

## VENDOR

**FACILITY SOURCE, LLC**  
2020 N CENTRAL AVE SUITE 1200  
PHOENIX AZ 85034

E: fsotdt@cbre.com

## SERVICE LOCATION

**#22112 SC FAMILY DOLLAR #21**  
3575 MAYBANK HWY  
JOHNS ISLAND SC 29455-4589

P: 8437146122  
E: S02112@familydollar.com

Due Date: 2022-06-06 / DNE Amount: 3,475.36 USD

## PROBLEM & REPAIR DETAILS

### Problem

Ceiling Tile Replacement

### Trade

Building Interior

### Asset

Ceilings #8535632

Unknown - UNKNOWN

### Area of Service

### Additional Details

Ceiling tiles missing in some areas of store and ceiling tiles in stockroom missing or severe water damage

### Work Performed

[Empty dashed box for work performed details]

Date	Technician	Time In	Time Out	Hours	Minutes
------	------------	---------	----------	-------	---------

**Date**

**Manager Name**

**Store Stamp**

**Manager Signature**



**Fox Rothschild** LLP  
ATTORNEYS AT LAW

Suite 1100  
2 W. Washington Street  
Greenville, SC 29601  
Tel (864) 751-7600 Fax (864) 751-7800  
www.foxrothschild.com

KEVIN MCCARRELL  
Direct No: 864.751.7652  
Email: KMcCarrell@Foxrothschild.com

September 26, 2022

*Via E-mail (johnsisland@charlestoncounty.org), Facsimile (843-559-2378) and Via US Mail*  
Clerk of Court  
Wadmalaw/Johns Island Magistrate Court  
1527 Main Road, Suite 100  
Johns Island, SC 29455

Re: *1260 E Butler Road Self Storage, LLC, et al., v. Family Dollar Stores of South Carolina, LLC, et al.*  
Case No. 2022-CV-1011000100

Dear Clerk:

Enclosed for filing is the original and copy of Reply Affidavit of Chris Anton in the above referenced matter.

Once the document has been filed, please return the file-stamped copy in the envelope we have enclosed for your convenience.

Thank you for your assistance in this matter.

Sincerely,

Fox Rothschild LLP

M. Kevin McCarrell

MKM/ela  
Enclosure

cc: Brendan P. Langendorfer (via US mail and e-mail to Brendan@langendorferlaw.com)

A Pennsylvania Limited Liability Partnership

California Colorado Delaware District of Columbia Florida Georgia Illinois Minnesota Nevada  
New Jersey New York North Carolina Pennsylvania South Carolina Texas Virginia Washington

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

1260 E Butler Road Self Storage, LLC  
and 3575 Maybank, LLC,

Plaintiffs,

vs.

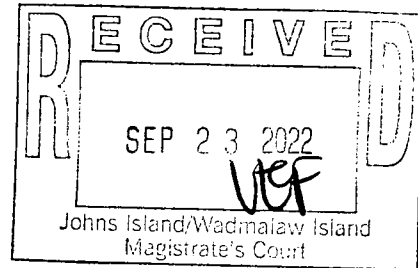
Family Dollar Stores of South Carolina,  
LLC successor by merger of Family  
Dollar Stores of South Carolina, Inc.,

Defendant.

IN THE MAGISTRATE'S COURT

CASE NO.: 2022CV1011000100

**AFFIDAVIT IN OPPOSITION TO CROSS-  
MOTION FOR SUMMARY JUDGMENT**



Shannon Lhotsky, of full age, deposes and says under oath as follows:

1. I am employed by Adams Property Group. I assist in the management of the shopping center commonly known as 3575 Maybank Highway, Johns Island, SC 29455 owned by 1260 E Butler Road Self Storage, LLC and 3575 Maybank, LLC ("Landlords"). I have personal knowledge of Landlords' business regarding the subject property. I am familiar with Landlords' records. I have reviewed the lease at issue and the attached exhibits. The testimony set forth herein and the annexed exhibits are true and correct to the best of my knowledge, information, and belief. My personal knowledge or my review of the documents maintained by (i) the Landlords in their ordinary course of business, (ii) the records of Adams Property Group, or (iii) the City of Charleston (public documents) are the sources of my knowledge and the grounds of my belief regarding the testimony set forth herein.

2. Family Dollar Stores of South Carolina, LLC, successor by merger of Family Dollar Stores of South Carolina, Inc. ("Tenant"), is the tenant under the lease with the Landlords.

3. As set forth below, Tenant did not timely cure the defaults or attempt to do so. I, together with Tracy Watson, met Christopher Anton at the property during an inspection conducted

by the Charleston Fire Department in early July. Mr. Anton informed Landlords that the Tenant's corporate office was not cooperating with him in addressing the defaults raised in Landlord's letters. Among other things, Mr. Anton stated that he requested additional assets and authority to rent a U-Haul truck to remove items from the store. Tenant denied Mr. Anton's request.

4. Tenant's difficulty in retaining employees is not attributable to Landlords nor is it Landlords responsibility to see that the store is properly staffed.

5. Tenant willfully created fire hazards to the premises and refuses to keep the store clean and safe even after the ejectment proceeding commenced.

6. On March 1, 2022, Landlords sent notice of default to the Tenant. As set forth in the notice, Tenant fails to maintain the interior of the demised premises in a clean and safe condition as required by section 12 of the Lease. Further, Tenant blocked access to the riser room. A copy of the notice of default with proof of delivery are annexed hereto as Exhibit A and are incorporated herein by reference. According to the proof of delivery, the letter was signed by the Tenant on March 7, 2022.

7. To comply with the 30-day deadline to cure the default in the Lease, Tenant would be required to cure, or be in the process of curing, no later than April 6, 2022. To cure the fire hazard, the Tenant needed to simply clear the blocked riser room by moving boxes and other items that were preventing access to the riser room. The Tenant took no steps to cure this fire hazard.

8. On April 21, 2022, I, together with Tracy Watson, conducted an inspection of the premises. Tenant did not cure the defaults described in the March 1, 2022, notice. The passageway to the riser room was blocked and the interior of the store was unkempt. The Tenant did not make any attempt to cure the default.

9. By notice dated April 28, 2022, Landlords again warned the Tenant that it remained in default. The riser room, which should have been cleared by April 6, 2022, remained blocked. Tenant offers no explanation why this fire hazard remained in place or what steps it took to begin to cure this default.

10. The uncorrected fire hazards caused by the Tenant were so significant that the store was ordered closed on June 2, 2022, for 30-days by the Charleston Fire Department. Despite being ordered closed, Tenant unlawfully re-opened to the public. Tenant offers no explanation why it chose to re-open prior to the required fire inspection or what steps it took cure the defaults.

11. Tenant admits that it still had not eliminated the fire hazards raised by the Tenant and the fire department when it unlawfully reopened in early July. See Affidavit of Chris Anton (“Anton Aff.”) at ¶13. Again, this was more than 30 days after Tenant’s receipt of notice of default.

12. In addition to the filth inside the store, Tenant was notified that the plate glass window was in disrepair. A copy of the April 28, 2022, notice and proof of delivery are annexed hereto as Exhibit B and are incorporated herein by reference.

13. On May 16, 2022, I conducted an inspection of the premises. The Tenant continued to obstruct access to the riser room. *The obstruction of the riser room was raised in Landlord’s letter dated March 1, 2022 (received by Tenant on March 7, 2022).* My inspection occurred more than 30 days from Tenant’s receipt of the notice of default regarding the riser room. Photographs taken from Landlords’ May 16, 2022, letter were attached to the May 19, 2022, default notice. The photographs demonstrate that no action was taken by the Tenant to cure this default. Moreover, the store was not maintained in a clean and safe condition. Debris from damaged or missing ceiling tiles was scattered on the floor. The plate glass window for the store remained filthy as shown on the photographs. Again, this was more than 30 days from Tenant’s receipt of

notice of the default elapsed. Tenant did not cure the default and was not in the process of correcting the defaults.

14. By letter dated May 19, 2022, the Tenant was again notified of the default. A copy of the notice and proof of delivery are annexed hereto as Exhibit C and are incorporated herein by reference. According to the proof of delivery, the letter was signed by the Tenant on June 3, 2022.

15. On July 1, 2022, I again inspected the property. The missing ceiling tiles were not replaced, electrical wires were left dangling from the ceiling and the riser room remained blocked. Photographs from my inspection are annexed hereto as Exhibit D and are incorporated herein by reference.

16. On September 14, 2022, I inspected the property. The premises remained filthy, ceiling tiles were missing or damaged. Photographs from my inspection are annexed hereto as Exhibit E and are incorporated herein by reference.

17. There is a foul odor emanating from the Family Dollar store. On September 16, 2022, an inspection revealed old cream cheese, trash and food stuck underneath and behind all the coolers on the left side of the store.

18. The Tenant never responded to any of the letters sent by Landlords, including damage to the parking lot. Because the Tenant never responded it cannot be said that there is a "*bona fide*" dispute.

Further Affiant Sayeth Not.

SIGNATURE PAGE FOLLOWS.

Shannon Lhotsky  
Shannon Lhotsky  
Director of Property Management

Sworn to before me this  
23 day of September, 2022

Brendan P. Langendorfer  
Printed Name: Brendan P. Langendorfer  
Notary for the State of South Carolina,  
My Commission Expires: 11/13/23

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®

Charlotte, NC 28204  
**OFFICIAL USE**

Certified Mail Fee \$3.75  
 \$ 3.05  
 Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$ 0.00  
 Return Receipt (electronic) \$ 0.00  
 Certified Mail Restricted Delivery \$ 0.00  
 Adult Signature Required \$ 0.00  
 Adult Signature Restricted Delivery \$ 0.00

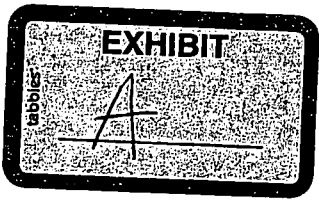
0242  
 09

Postmark  
 Here

Postage \$0.78  
 \$  
 Total Postage and Fees \$7.53  
 \$

03/01/2022

Sent To  
 Family Dollar Stores of SC, LLC  
 Street and Apt. No. or PO Box No.  
 Attn: Lease Administration - Store # 22112  
 PO Box 1017 Charlotte, NC 28204  
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7020 0090 0000 8648 8804

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Family Dollar Stores of SC, LLC  
 Attn: Lease Administration  
 - Store # 22112  
 PO Box 1017  
 Charlotte, NC 28204



9590 9402 3152 7166 7777 47

2. Article Number (Transfer from service label)

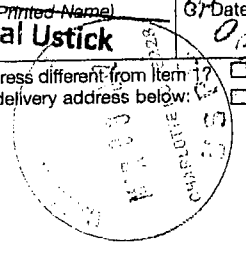
7020 0090 0000 8648 8804

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X Crystal Ustick  Agent  Addressee

B. Received by (Printed Name) Crystal Ustick Date of Delivery 03/01/22

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:



3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Insured Mail
  - Insured Mail Restricted Delivery
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Return Receipt for Merchandise
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

Violation: The rear of the demised premises is littered with debris. Boxes, bins, roll tracks, and wire racks are just a few of the observed items left in the back of the demised premises. Wire racks are stored outside of the demised premises and leaning on the building. Roll racks are left outside as well. Wire racks leaning against the newly painted building is completely unacceptable. Tenant will be held responsible for all damage caused due to the wire racks or any other objects being left leaning against the building. All items belonging to Tenant must be placed inside the demised premises and are not permitted in the common area.

3. **Fire Code Violations:**

South Carolina Fire Code: 901.4.6 Pump and Riser Room Size:

Fire pump and automatic sprinkler system riser rooms shall be provided with a door(s) and an unobstructed passageway large enough to allow removal of the largest piece of equipment.

Violation: Tenant has obstructed the passageway to the riser room located in the back room of the demised premises, which as noted above, is a fire code violation.

4. **Parking Lot Damage:**

A vendor providing services to Tenant caused damage in late 2021 to the newly sealed and striped parking lot at John's Island Shopping Center. Tenant was notified of the incident in writing on October 6, 2021, as well as verbally during numerous conversations with a representative of Tenant. The vendor ignored caution tape, cones, and verbal direction from our contractors to avoid the newly poured area and caused the damage depicted in the photos attached.

The vendor in question was servicing the unapproved ice machine that management has requested tenant remove from the demised premises during numerous previous communications. The Landlord has invested a significant amount of money renovating and improving this property and will not allow any tenant, or vendor of a tenant to blatantly cause damage and disrepair. Reimbursement in full for the damage caused by the vendor must be received within ten (10) days of this notice (repair quote attached).

Attached you will find photo evidence of the above violations. This letter shall serve as notice and demand that immediate action be taken to cure the defaults within ten (10) days from the date hereof to avoid further legal action.

Very Respectfully,

Tracy Watson  
*Director of Property Management*  
Office: (843) 941-4001  
Mobile: (252) 723-6620  
[twatson@adamsprogroup.com](mailto:twatson@adamsprogroup.com)



7018 1830 0001 5202 4679

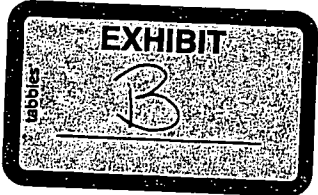
# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®

Charlotte, NC 28201

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total Postage and Fees	\$7.53

0242  
99  
Postmark  
Here  
05/04/2022



Sent To: Family Dollar Stores of South Carolina, LLC  
Attn: Lease Administration - Store #22112  
Street and Apt. No., or PO Box No.: P.O. Box 1017  
City, State, ZIP+4: Charlotte, NC 28202

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

## SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
Family Dollar Stores of South Carolina, LLC  
Attn: Lease Administration - Store #22112  
P.O. Box 1017  
Charlotte, NC 28202



9590 9402 6672 1060 8833 75

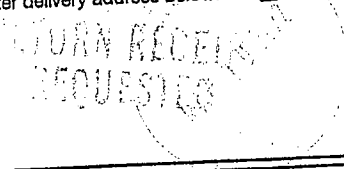
2. Article Number (Transfer from service label)  
7018 1830 0001 5202 4679

## COMPLETE THIS SECTION ON DELIVERY

A. Signature  
 Addressee  
 Agent

B. Received by (Printed Name)  
C. Date of Delivery  
MAY 10 2022

D. Is delivery address different from Item 1?  Yes  
If YES, enter delivery address below:  No



3. Service Type
- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input checked="" type="checkbox"/> Certified Mail®              | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery |   |

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Violation: The rear of the demised premises is littered with debris. Boxes, bins, roll tracks, and wire racks are just a few of the observed items left in the back of the demised premises. Wire racks are stored outside of the demised premises and leaning on the building. Roll racks are left outside as well. Wire racks leaning against the newly painted building is completely unacceptable. Tenant will be held responsible for all damage caused due to the wire racks or any other objects being left leaning against the building. All items belonging to Tenant must be placed inside the demised premises and are not permitted in the common area. As of our property visit on April 21, 2022, the above violation has not been resolved.

3. **Fire Code Violations:**

South Carolina Fire Code: 901.4.6 Pump and Riser Room Size:

Fire pump and automatic sprinkler system riser rooms shall be provided with a door(s) and an unobstructed passageway large enough to allow removal of the largest piece of equipment.

Violation: Tenant has obstructed the passageway to the riser room located in the back room of the demised premises, which as noted above, is a fire code violation.

As of our property visit on April 21, 2022, property management entered the premises and viewed the back storage room where the riser room is also located, the above violation has not been resolved.

4. **Parking Lot Damage:**

A vendor providing services to Tenant caused damage in late 2021 to the newly sealed and striped parking lot at John's Island Shopping Center. Tenant was notified of the incident in writing on October 6, 2021, as well as verbally during numerous conversations with a representative of Tenant. The vendor ignored caution tape, cones, and verbal direction from our contractors to avoid the newly poured area and caused the damage depicted in the photos attached.

The vendor in question was servicing the unapproved ice machine that management has requested tenant remove from the demised premises during numerous previous communications. The ice machine has been removed since our letter dated March 1, 2022. The Landlord has invested a significant amount of money renovating and improving this property and will not allow any tenant, or vendor of a tenant to blatantly cause damage and disrepair. Reimbursement in full for the damage caused by the vendor must be received within ten (10) days of this notice (repair quote attached). As of the date of this letter, the landlord has not been reimbursed for the repair.

5. **Operating Hours:**

On April 28, 2022, during our property visit at approximately 12:15pm, our property management team attempted to enter the Family Dollar premises, only to encounter a locked door and confused customers asking why the doors were locked during normal business hours. There was no sign on the door indicating any type of emergency or explanation of why Family Dollar was closed in the middle of the day during normal business hours. Upon an additional property visit on May 2, 2022, at approximately 12:45pm, property management encountered the store closed yet again, without any signage on the door. This was not the first instance of this occurrence however, the last occurrence there was a note on the door explaining there was no staff.

Violation: Per Section 3; Use of Premises, the tenant must use the demised premises in

Attachments

cc: Family Dollar Stores of South Carolina, LLC  
Lease Administration Department – Store # 22112  
10301 Monroe Road  
Matthews, North Carolina 28105



7018 1830 0001 5202 4723

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

Charlotte, NC 28201

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$0.00

Return Receipt (electronic) \$0.00

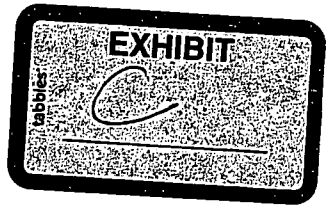
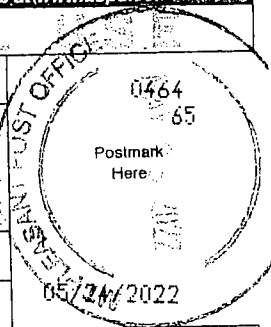
Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees \$7.58



Sent To  
Family Dollar Stores of South Carolina, LLC  
Street and Apt. No., or PO Box No. ATTN: Lease Admin. Store #  
PO Box 1017 22112  
City, State, ZIP+4®  
Charlotte, NC 28202 28201

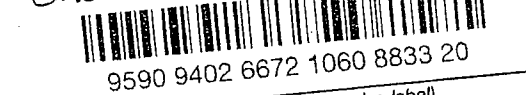
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Family Dollar Stores of South Carolina, LLC  
ATTN: Lease Administration -  
Store # 22112  
PO Box 1017  
Charlotte, NC 28202 28201



2. Article Number (Transfer from service label)  
7018 1830 0001 5202 4723

## COMPLETE THIS SECTION ON DELIVERY

A. Signature  
X Crystal Ustick JUN 3 2022  Agent  Addressee

B. Received by (Printed Name)  
Crystal Ustick

C. Date of Delivery  
JUN 3 2022

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:



3. Service Type
- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

3. **Fire Code Violations:**

South Carolina Fire Code: 901.4.6 Pump and Riser Room Size:

Fire pump and automatic sprinkler system riser rooms shall be provided with a door(s) and an unobstructed passageway large enough to allow removal of the largest piece of equipment.

Violation: Tenant has obstructed the passageway to the riser room located in the back room of the demised premises, which as noted above, is a fire code violation.

As of our property visit on May 16, 2022, property management entered the premises and viewed the back storage room where the riser room is also located, the above violation has not been resolved.

4. **Parking Lot Damage:**

A vendor providing services to Tenant caused damage in late 2021 to the newly sealed and striped parking lot at John's Island Shopping Center. Tenant was notified of the incident in writing on October 6, 2021, as well as verbally during numerous conversations with a representative of Tenant. The vendor ignored caution tape, cones, and verbal direction from our contractors to avoid the newly poured area and caused the damage depicted in the photos attached.

The vendor in question was servicing the unapproved ice machine that management has requested tenant remove from the demised premises during numerous previous communications. The ice machine has been removed since our letter dated March 1, 2022. The Landlord has invested a significant amount of money renovating and improving this property and will not allow any tenant, or vendor of a tenant to blatantly cause damage and disrepair. Reimbursement in full for the damage caused by the vendor must be received within ten (10) days of this notice (repair quote attached). As of the date of this letter, the landlord has not been reimbursed for the repair.

5. **Operating Hours:**

On May 17, 2022, Family Dollar closed in the middle of the day during normal business hours, due to an unaddressed leak in the ceiling causing flooding of the store floor. This is not the first instance of this occurrence however, the last occurrence there was no explanation. The store manager reported that she had no information prepared for her regarding who she is responsible for calling to repair and resolve the leak. She contacted Adams Property Group, LLC, Property Management, who supplied her with the contact information of the Regional Asset Protection Manager.

Violation: Per Section 3; Use of Premises, the tenant must use the demised premises in a way that does not adversely affect the other tenants or the reputation of the shopping center. The unexplained closure of Family Dollar during normal business hours adversely affected patrons of the shopping center, therefore, the reputation of the shopping center.

Attachments

cc: Family Dollar Stores of South Carolina, LLC  
Lease Administration Department – Store # 22112  
10301 Monroe Road  
Matthews, North Carolina 28105

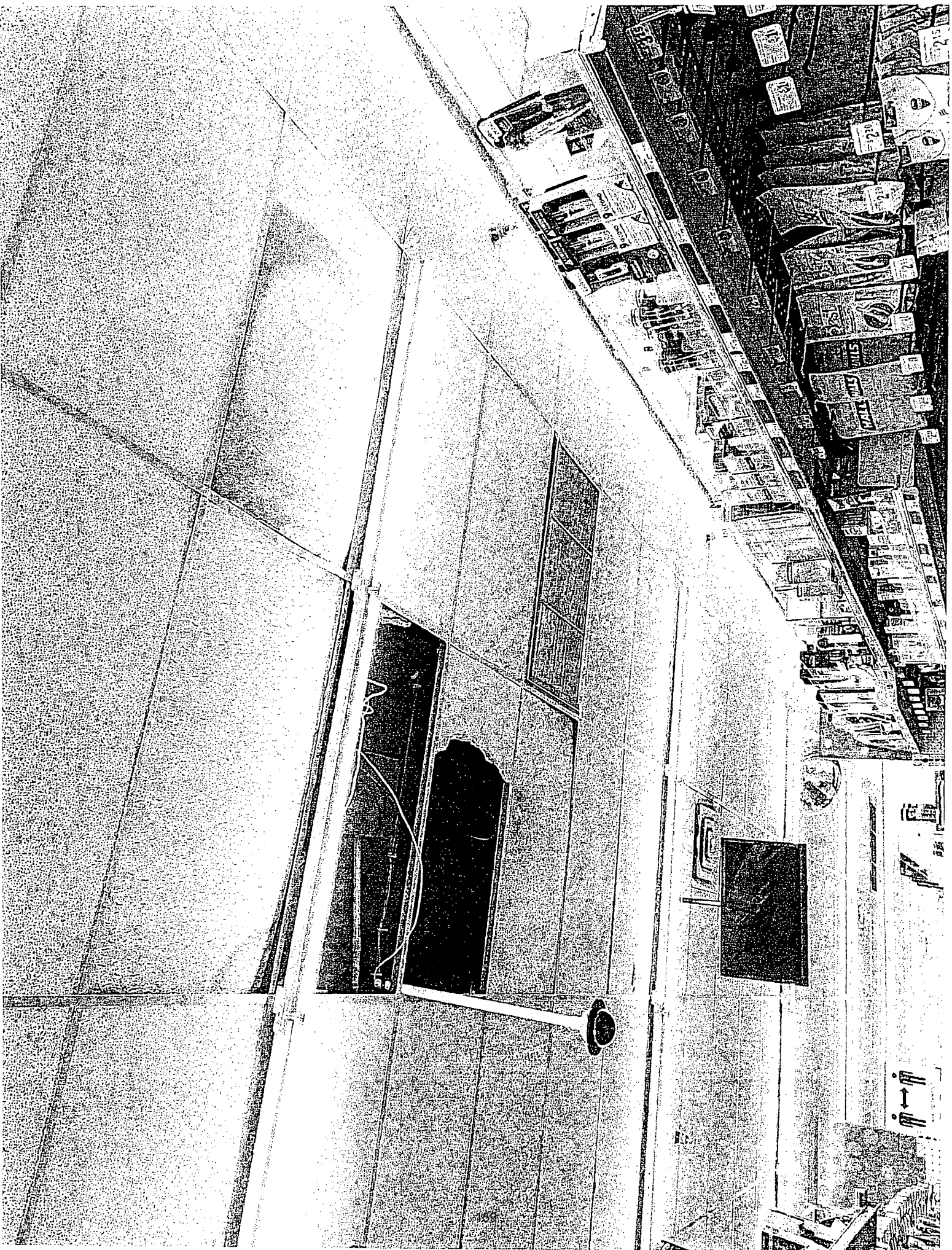




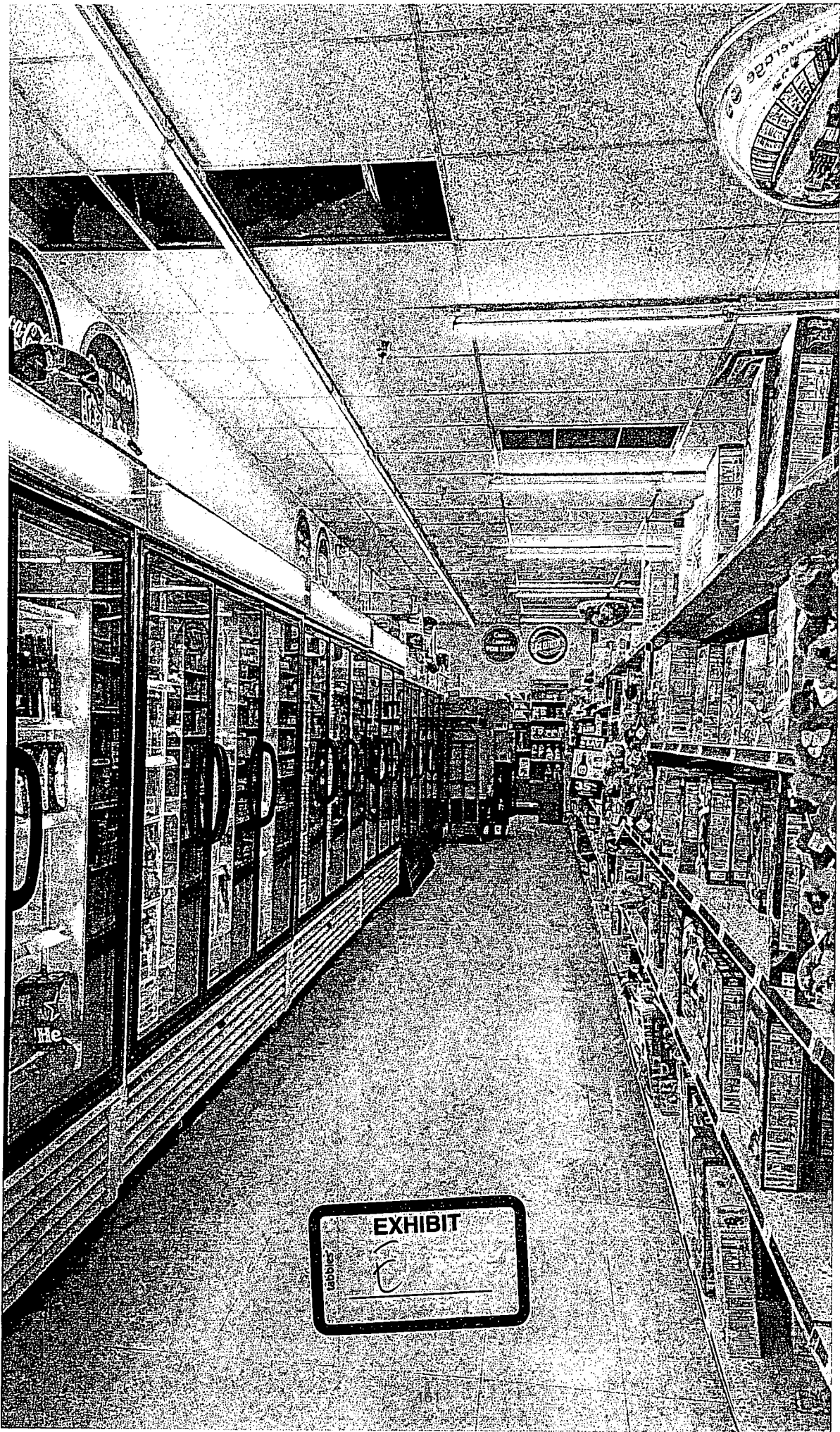
EXHIBIT  
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tabbies  
**EXHIBIT**  
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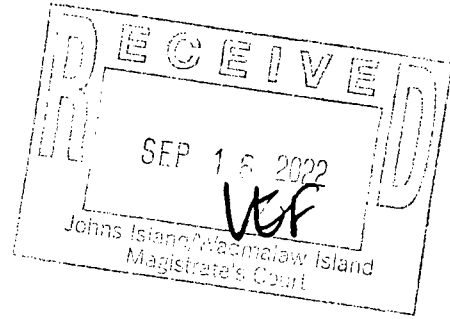




**Fox Rothschild** LLP  
ATTORNEYS AT LAW

Suite 1100  
2 W. Washington Street  
Greenville, SC 29601  
Tel (864) 751-7600 Fax (864) 751-7800  
www.foxrothschild.com

KEVIN MCCARRELL  
Direct No: 864.751.7652  
Email: KMcCarrell@Foxrothschild.com



September 16, 2022

Via E-mail ([johnsisland@charlestoncounty.org](mailto:johnsisland@charlestoncounty.org)), Facsimile (843-559-2378) and Via US Mail  
Clerk of Court  
Wadmalaw/Johns Island Magistrate Court  
1527 Main Road, Suite 100  
Johns Island, SC 29455

Re: *1260 E Butler Road Self Storage, LLC, et al., v. Family Dollar Stores of South Carolina, LLC, et al.*  
Case No. 2022-CV-1011000100

Dear Clerk:

Enclosed for filing is the original and copy of Defendant's Cross-Motion for Summary Judgment, Affidavit of Chris Anton in Support of Cross-Motion for Summary Judgment along with our Certificate of Service in the above referenced matter.

Once the documents have been filed, please return the file-stamped copies in the envelope we have enclosed for your convenience.

Thank you for your assistance in this matter.

Sincerely,

Fox Rothschild LLP

M. Kevin McCarrell

MKM/ela  
Enclosure

cc: Brendan P. Langendorfer (via US mail and e-mail to [Brendan@langendorferlaw.com](mailto:Brendan@langendorferlaw.com))

A Pennsylvania Limited Liability Partnership

California Colorado Delaware District of Columbia Florida Georgia Illinois Minnesota Nevada  
New Jersey New York North Carolina Pennsylvania South Carolina Texas Virginia Washington

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )  
 )  
 1260 E Butler Road Self Storage, LLC )  
 and 3575 Maybank, LLC )  
 )  
 Landlord/Plaintiff, )  
 )  
 vs. )  
 )  
 Family Dollar Stores of South Carolina, )  
 LLC, )  
 )  
 Tenant/Defendant. )

IN THE MAGISTRATE’S COURT  
 C.A. No.: 2022-CV-10-11000100

**DEFENDANT’S CROSS-MOTION FOR  
 SUMMARY JUDGMENT  
 (with incorporated memorandum)**

Defendant Family Dollar Stores of South Carolina, LLC (“Family Dollar”) hereby moves this Court pursuant to South Carolina Rule of Civil Procedure 56 for an Order granting summary judgment in favor of Family Dollar and against Plaintiffs (i) 1260 E Butler Road Self Storage, LLC and (ii) 3575 Maybank, LLC (collectively, “Landlord”). In the alternative, Family Dollar requests that the Court deny Plaintiffs’ Motion for Summary Judgment. The grounds for this Motion are as follows:

**Argument<sup>1</sup>**

Family Dollar is a valuable asset to the John’s Island / Wadmalaw community, providing a low-cost shopping venue for those in the community who need it most, including throughout the COVID-19 pandemic, in which its workers were deemed essential workers<sup>2</sup> due to providing food products and other items determined to be critical to the community’s infrastructure. Local residents would undoubtedly be worse off if Family Dollar is forcibly ejected from its location at the shopping center at the corner of Maybank Highway and Bohicket Road.

---

<sup>1</sup> Family Dollar relies on the facts set forth in its Affidavit submitted in support of this Motion, as well as the Affidavit of Tracy Watson submitted by Landlord in support of its Motion.

<sup>2</sup> See e.g., <https://www.cdc.gov/vaccines/covid-19/categories-essential-workers.html>

Landlord acknowledges that Family Dollar has paid every penny of rent required under the terms of the subject lease (the “Lease”) between Family Dollar and Landlord. Nevertheless, Landlord relies on defective default notices regarding minor operational concerns in requesting that this court evict Family Dollar from the premises, despite Family Dollar’s efforts in correcting the alleged defaults, as well as its substantial investment in the premises.

The relevant portion of the Lease, Section 18, is captioned “Forfeiture for Failure to Pay Rent.” *See* Watson Aff. Ex. A. Read as part of the Lease, the caption suggests that Family Dollar would only be subject to forfeiture for failure to pay rent, not other types of defaults. Section 18 of the Lease provides:

If the Tenant defaults in the performance of any covenant or condition of this lease which is not cured ***or in the process of being cured, unless in the case of a bona-fide dispute***, within thirty (30) days after receipt of written notice by Tenant . . . then and in such case it shall and may be lawful for the said Landlord, at its option, to declare the said term ended and enter into said premises or any part thereof, either with or without process of law, and expel the said Tenant, or any person or persons occupying, in or upon said premises, using such force as may be necessary to do so, and so to repossess and enjoy the said premises as in the landlord’s former estate.”<sup>3</sup> (emphasis added).

The language of the forfeiture provision makes clear that Landlord’s claim for ejectment fails for multiple reasons, including, but not limited to:

1. **Landlord’s default notices were defective in failing to provide sufficient time to cure, and Landlord has failed to provide evidence of Family Dollar’s receipt of demand letters.**

As set forth in Section 18, Family Dollar was entitled to thirty (30) days to cure, or be in

---

<sup>3</sup> Despite such language in the Lease, South Carolina has never recognized a right to self-help repossession in this state, and Family Dollar asserts that Landlord would be liable for wrongful ejectment if it attempted to do so.

the process of curing, any alleged defaults, after receipt of written notice. Each of the demand letters upon which Landlord relies insisted that Family Dollar cure the alleged defaults “within ten (10) days from the date hereof to avoid further legal action,” rather than the 30 days required by the Lease. *See* Lease Section 18. Moreover, by calculating its threats from the date of the letter, rather than the date that Family Dollar received written notice, Landlord further deviated from the terms of the Lease. Because Landlord’s demand letters were defective, and no proper notice was given or received under Section 18 of the Lease, Landlord’s claim for eviction fails.

Furthermore, Section 18 requires that tenant actually receive notice of alleged defaults. Although the demand letters submitted by Landlord purport to have been sent “Via Certified Mail Return Receipt Requested,” Landlord has failed to provide a return “green card” receipt evidencing that such letters were actually delivered. Therefore, Landlord has failed to meet its burden of proof to show receipt of the demand letters.

**2. Family Dollar was, at all relevant times, in the process of curing any alleged defaults and/or has a bona fide dispute regarding same.**

Again, as set forth above, the Lease provides that Family Dollar need only “be in the process of curing” alleged defaults. Moreover, because Landlord has the burden of proving any alleged defaults, it is Landlord’s burden to show that Family Dollar was not “in the process” of curing defaults. To the contrary, the timeline outlined in Landlord’s Affidavit suggests that Family Dollar was, in fact, attempting to cure Landlord’s alleged defaults.

Landlord’s initial demand letter dated March 1, 2022 complains of (i) chipped floor tiles, faded paint, and ceiling tiles in need of replacement, (ii) an ice machine and other sale items on the shopping center sidewalk, (iii) an obstruction to the riser room, and (iv) alleged parking lot damage. *Watson Aff., Ex. E.* Addressing each in turn:

- (i) Landlord's aesthetic concerns over paint and tiles have been addressed. As evidenced by Landlord's demand letter dated May 19, 2022, the paint and tiles were no longer outstanding issues. Watson Aff. Ex. G. In order to have maintenance work done, Family Dollar would have been required to place work orders and line up the vendors to accomplish the tasks. Therefore, it is evident that Family Dollar began the process within 30 days of the date of Landlord's demand letter (whether it actually received such demand letter or not, rather than verbal instructions at Landlord's inspections).
- (ii) Landlord acknowledges that the ice machine was removed from the sidewalk (although this led to further demands to pressure wash the store window front). Watson Aff. Ex. F. And, in fact, the ice machine has now been entirely removed from the Store. Anton Aff. ¶ 15c.
- (iii) Landlord's final demand letter no longer considered sale items on the sidewalk to be a concern. Watson Aff. Ex. G. Family Dollar has affirmed that it is not placing sale items on the sidewalk. Anton Aff. ¶ 15(d).
- (iv) After working with the marshal through two inspections, the fire marshal cleared the Store to continue its operations. Anton Aff. ¶ 14.
- (v) Family Dollar has a bona fide dispute with respect to the alleged parking lot damage. The alleged damage appears to be normal wear and tear on the parking lot. Anton Aff. ¶ 15(g). Furthermore, it is not clear from the documentation of Landlord that the damage was caused by Family Dollar or a Family Dollar vendor. If caused by a vendor, it is unclear under what theory Landlord maintains Family Dollar, rather than such vendor, should be liable. Moreover, Section 13 of the

Lease specifically provides that the common area maintenance charges paid by Family Dollar go towards, among other things, “patching cracks and potholes and other minor repairs to the paved areas.”

Landlord’s final demand letter adds additional complaints regarding (i) an HVAC leak, (ii) a dirty window, and (iii) closure of the store due to the HVAC leak. As with the items above, the issues have been addressed: the HVAC has been repaired, the window has been cleaned, and the store continues to operate. Anton Aff. ¶ 15.

**3. Equity demands that Family Dollar should not have to forfeit its leasehold interest based on minor operational concerns.**

South Carolina recognizes the equitable maxim that equity abhors forfeiture. *Litchfield Co. of S.C. v. Kiriakides*, 290 S.C. 220, 226, 349 S.E.2d 344, 348 (Ct. App. 1986) (“while the tenant has breached some of the lease provisions, none were so substantial or fundamental as to constitute a material breach justifying the forfeiture urged by the Defendant.”)

Here, Landlord relies on operational concerns, which have been cured, to demand eviction of Family Dollar. As in *Kiriakides* above, such alleged lease violations are not so substantial or fundamental as to constitute a material breach justifying Landlord’s demanded forfeiture. Running a store is a complex task, and managers are constantly required to address various matters as they arise. Throughout the relevant time period, Family Dollar has been in the process of resolving, or has resolved, Landlord’s concerns, but Landlord has continuously sought to nitpick any minor issue in its quest to oust Family Dollar from the premises. Although Landlord’s motives have been obscured through its refusal to communicate or negotiate a resolution of this matter, it seems likely that Landlord believes it can now obtain a higher rent than its predecessor negotiated in the last amendment dated July 2011 due to rising property values in the area. Contrary to Ms.

Watson's inflammatory reference to the Store as a "pig sty" (sic), Watson Aff. ¶ 21, Family Dollar has resolved all of the concerns of the Fire Marshal and the Landlord and continues to serve the community. Family Dollar has a substantial investment in the leased premises in reliance on its right to continue operating through, at least, December 31, 2027, after exercising its renewal rights. Therefore, equity demands that it not be required to forfeit its leasehold interest.

**Conclusion**

For the reasons set forth above, Family Dollar requests that this Honorable Court grant summary judgment in its favor, and against Landlord. In the alternative, Family Dollar requests that this Court deny Landlord's Motion for Summary Judgment.



---

M. Kevin McCarrell (S.C. Bar #76255)  
Fox Rothschild LLP  
2 West Washington Street, Suite 1100  
Greenville, South Carolina 29601  
(864) 751-7600; (864) 751-7800 (fax)  
kmccarrell@foxrothschild.com  
*Attorneys for Defendant*

September 16, 2022

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )  
 )  
 1260 E Butler Road Self Storage, LLC and )  
 3575 Maybank, LLC, )  
 )  
 Landlord/Plaintiff, )  
 )  
 vs. )  
 )  
 Family Dollar Stores of South Carolina, )  
 LLC, )  
 )  
 Tenant/Defendant. )

IN THE MAGISTRATE’S COURT  
 C.A. No.: 2022-CV-10-11000100

**AFFIDAVIT OF CHRIS ANTON  
 IN SUPPORT OF  
 CROSS-MOTION FOR  
 SUMMARY JUDGMENT**

I, Chris Anton, state and aver as follows:

1. I am a district manager of Family Dollar Stores of South Carolina, LLC (“Family Dollar”). I am submitting this Affidavit in Support of Family Dollar’s Cross-Motion for Summary Judgment.

2. As part of my position with Family Dollar, I am one of the custodians of the books, records, and files of Family Dollar. I have personally worked on Family Dollar’s books, records and files, and as to the following facts, I know them to be true of my own knowledge or have gained knowledge of them from Family Dollar’s books, records and files. I am familiar with the processes for recording information in the books, records and files of Family Dollar. The information recorded in those books, records and files was recorded in the ordinary course of Family Dollar’s business at or about the time of the incidents referred to in the records by a person who had personal knowledge of the event being recorded and has or had a business duty to accurately record such information. If called upon, I could and would testify competently to the facts set forth herein.

3. Family Dollar is a general discount retail store providing a low-cost shopping

venue for the communities it serves.

4. During the COVID-19 pandemic, Family Dollar employees were generally considered essential workers.

5. Family Dollar leases space from the Plaintiffs (i) 1260 E Butler Road Self Storage, LLC and (ii) 3575 Maybank, LLC (“Landlord”) in the shopping center located at 3575 Maybank Highway, Johns Island, SC.

6. The subject store is identified by Family Dollar as Store Number 22112 (the “Store”).

7. After a period of training, I began my position as district manager with Family Dollar on June 6, 2022.

8. Prior to this time, the district manager position had significant turnover in the three to four years prior to my beginning with Family Dollar.

9. Similarly, the Store had experienced significant turnover at the store manager level, including significant gaps during the March 2022 to July 2022 timeframe of which Landlord complains during which there was no store manager.

10. Due to ongoing labor shortages affecting the entire country, particularly in the retail sector, Family Dollar has had difficulty finding sufficient staff, including at the subject Store. In fact, Family Dollar has recently increased wages for the Charleston district in an attempt to better maintain staff.

11. During the relevant time period, including March 2022 to the present, Family Dollar has cured, or been in the process of curing, any alleged defaults asserted by Landlord of which it had notice.

12. I was made aware of a violation notice from the Charleston Fire Department that is

dated June 2, 2022. I personally took steps after learning of the notice to try to make sure any concerns of the Fire Department were resolved. I believed the concerns to be cured.

13. Unfortunately, upon the Fire Department's second inspection on or about July 2, 2022, the Fire Department still had concerns, and directed us to close the store until another inspection could be completed.

14. I again met with the Charleston County Fire Marshal representative, Nichole Lamb, on July 27, 2022. Ms. Lamb found no fire code violations and issued the letter attached hereto as **Exhibit A**. Ms. Lamb indicated that the Store was clear to continue normal operations.

15. I have personally inspected the Store as of September 9, 2022. During such inspection:

- a. I did not see any issues with ceiling tiles, floor tiles, or paint on the walls.
- b. The windows of which Landlord has complained have been cleaned.
- c. The ice machine (which had originally been placed outside and then moved inside after Landlord's complaint) has now been removed from the Store entirely.
- d. Family Dollar is not placing sale items on the sidewalk.
- e. There are no obstructions to the riser room.
- f. The HVAC leak of which Landlord complains has been repaired.
- g. The parking lot damage of which Landlord complains appears to be normal wear and tear.

FURTHER AFFIANT SAYETH NOT.

SWORN to before me this

15 day of ~~August~~ <sup>SEPT</sup> 2022

Linda Lewis (SEAL)

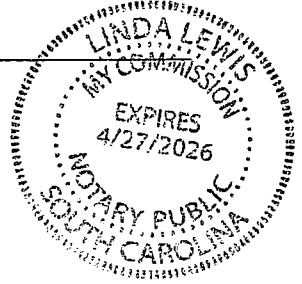
Notary Public for the State of SC

Family Dollar Stores of South Carolina, LLC

By: \_\_\_\_\_

Its: District Manager # 31

My commission expires: \_\_\_\_\_



# **Exhibit A**



Charleston Fire Department  
2 George Street Suite 3800  
Charleston, SC 29401

## Department Violation Notice

July 27, 2022

Family Dollar  
3575 MAYBANK HWY, Q/R/S  
Johns Island (P.O.), SC 29455

A fire safety inspection of this location was conducted on Jul 27, 2022 and no violations were observed at the time of the inspection.

This report does not imply that the occupancy is safe from fire or that all code violations have been identified.

Please take a moment to complete our a customer comment card by visiting [www.charleston-sc.gov/comments](http://www.charleston-sc.gov/comments).

Additional fire safety information, permit applications, and self-inspection forms may be obtained from our website at [www.charleston-sc.gov/fm](http://www.charleston-sc.gov/fm).

Inspection Note Inspection Type: Inspection: Fire Safety, Routine  
This inspection record was automatically created by the system in response to a reinspection request.

---

Please visit our website for additional resources: [www.charleston-sc.gov/FireMarshal](http://www.charleston-sc.gov/FireMarshal)

Handwritten signature of Nichole Lamb.

---

E045692 Nichole Lamb  
Inspector

Handwritten signature of Chris Anton.

---

Chris Anton

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

1260 E Butler Road Self Storage, LLC,  
and 3575 Maybank, LLC,

Plaintiffs,

v.

Family Dollar Stores of South Carolina, LLC  
Successor by merger of Family Dollar Stores  
Of South Carolina, Inc.

Defendants.

IN THE MAGISTRATE COURT

C/A NO.: 2022-CV-1011000100

**CERTIFICATE OF SERVICE**

This is to certify that I have, this 16<sup>th</sup> day of September, 2022, served a copy of Defendant's Defendants' Cross-Motion for Summary Judgment in the above-captioned action by US mail and e-mail to:

Brendan P. Langendorfer, Esquire  
LANGENDORFER LAW FIRM, LLC  
P.O. Box 68  
Mount Pleasant, SC 29465  
Brendan@langendorferlaw.com  
*Attorneys for Plaintiffs*

*Erin L. Accetta*

---

Erin L. Accetta  
Legal Assistant to  
M. Kevin McCarrell, S.C. Bar #76255  
FOX ROTHSCHILD LLP  
2 West Washington Street, Suite 1100  
Greenville, South Carolina 29601  
(864) 751-7600; (864) 751-7800 (fax)  
kmccarrell@foxrothschild.com  
*Attorneys for Defendant*

# EXHIBIT 3



Suite 1100  
2 W. Washington Street  
Greenville, SC 29601  
Tel (864) 751-7600 Fax (864) 751-7800  
www.foxrothschild.com

KEVIN MCCARRELL  
Direct No: 864.751.7652  
Email: KMcCarrell@Foxrothschild.com

October 10, 2022

*Via E-mail (johnsisland@charlestoncounty.org) and Via US Mail*  
Wadmalaw/Johns Island Magistrate Court  
1527 Main Road, Suite 100  
Johns Island, SC 29455

Re: *1260 E Butler Road Self Storage, LLC, et al., v. Family Dollar Stores of South Carolina, LLC, et al.*  
Case No. 2022-CV-1011000100

Dear Judge Waring:

Your honor, as you recall, I represent the Tenant/Defendant in the above-referenced matter. At the conclusion of the hearing held on September 27, 2022, the Court requested that the parties submit competing proposed Orders. Accordingly, enclosed is a proposed Order granting Defendant's motion for summary judgment.

Also enclosed is an Affidavit from Tenant's staff employee Star Quinn,<sup>1</sup> which we have included to resolve the concerns raised by the Court at the hearing. Ms. Quinn avers that Landlord verbally instructed her to clear the area in front of the riser room, and she promptly complied. Ms. Quinn also noted that the fire marshal's report from June 2, 2022 (attached to Landlord's Complaint as Exhibit D) made no mention of the riser room being blocked. Therefore, Landlord's argument that the fire marshal's stated violations are dispositive of Landlord's claims about the riser room being blocked are inaccurate. Ms. Quinn's Affidavit further refutes Landlord's improper attempts to twist Mr. Anton's statements about his personal knowledge of actions taken in resolving the fire marshal's concerns into an "admission" that no action was taken by Tenant prior to Mr. Anton's employment.

---

<sup>1</sup> Tenant is submitting two version of this affidavit due to difficulties in printing / scanning the affidavit. The first version shows the photo as distorted by the printing and scanning process. Undersigned counsel's office created the second version by replacing the distorted photo with the actual photo.

A Pennsylvania Limited Liability Partnership

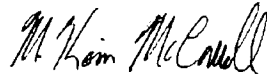
California Colorado Delaware District of Columbia Florida Georgia Illinois Minnesota Nevada  
New Jersey New York North Carolina Pennsylvania South Carolina Texas Virginia Washington

Based on the evidence before the Court, Tenant respectfully submits that there is, at bare minimum, a scintilla of evidence necessary to defeat Landlord's motion for summary judgment, but that given Landlord's inability to show that Tenant was not in the process of curing alleged defaults, Tenant's motion should be granted.

Thank you for the Court's time and consideration.

Sincerely,

Fox Rothschild LLP



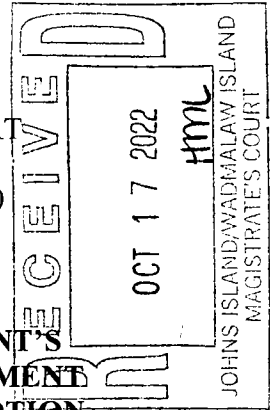
M. Kevin McCarrell

MKM/ela  
Enclosure

cc: Brendan P. Langendorfer (via US mail and e-mail to [Brendan@langendorferlaw.com](mailto:Brendan@langendorferlaw.com))

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )  
 )  
 1260 E Butler Road Self Storage, LLC )  
 and 3575 Maybank, LLC )  
 )  
 Landlord/Plaintiff, )  
 )  
 vs. )  
 )  
 Family Dollar Stores of South Carolina, )  
 LLC, )  
 )  
 Tenant/Defendant. )

IN THE MAGISTRATE'S COURT  
 C.A. No.: 2022-CV-10-11000100



**ORDER GRANTING DEFENDANT'S  
 MOTION FOR SUMMARY JUDGMENT  
 AND DENYING PLAINTIFF'S MOTION  
 FOR SUMMARY JUDGMENT**

This matter comes before the Court upon Plaintiffs' Motion for Summary Judgment, as well as Defendant's Cross-Motion for Summary Judgment. A hearing was held on September 27, 2022, at which Plaintiffs were represented by Brendan P. Langendorfer of Langendorfer Law Firm, LLC and Defendant was represented by M. Kevin McCarrell of Fox Rothschild LLP. After considering the arguments of the parties, the Affidavits submitted by the parties in support of their respective motions, and the briefs submitted by the parties, the Court finds as follows:

**FINDINGS OF FACT**

1. Plaintiffs 1260 E. Butler Road Self Storage, LLC and 3575 Maybank, LLC (collectively, in the singular, "Landlord") own the shopping center located at 3575 Maybank Highway, Johns Island, SC 29455 (the "Property").
2. Defendant Family Dollar Stores of South Carolina, LLC ("Tenant") rents a portion of the Property (the "Leased Premises") under the terms of a lease, as amended (the "Lease"). A copy of the lease and the amendments thereto were attached to the Watson Aff. As Exhibits A – C.

3. Landlord sent three letters to Tenant couched as notices of default, dated March 1, 2022; April 28, 2022; and May 19, 2022, respectively (the “Default Notices”).

4. None of the Default Notices suggested that Tenant had failed to timely pay all rent due.

5. The Default Notices each conveyed myriad alleged defaults, most of which are not significantly material. The language of the Default Notices does not appear to rank the items in order of importance.

6. Each of the Default Notices makes reference to the riser room being “blocked.”

7. The Lease provides that, after notice of an alleged default from Landlord, Tenant has thirty (30) days (i) to cure, (ii) be in the process of curing, or (iii) have a bona fide dispute.

8. Tenant has submitted evidence that, after verbal instruction from Landlord, an employee of Tenant immediately ensured that access to the riser room was clear.

9. On June 2, 2022, the Charleston Fire Department directed the store to close due to various fire code concerns. Blocked access to the riser room was not one of the items of concern listed by the fire marshal.

10. Through its upfits of the Leased Premises and the investments in advertising and goodwill, Tenant has made a substantial investment in its position within the Leased Premises in reliance on its rights, including quiet enjoyment, pursuant to the Lease.

#### **CONCLUSIONS OF LAW**

11. A motion for summary judgment shall be granted “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Rule 56(c), SCRCP. “When a motion for summary judgment is made and

supported by such facts as would be admissible in evidence at trial, the adverse party may not rest upon the mere allegations of his pleadings. Instead his response to the motion must set forth specific facts, admissible in evidence, showing there is a genuine issue for trial. If he does not so respond, summary judgment should be entered against him.” *Moody v. McLellan*, 295 S.C. 157, 163, 367 S.E.2d 449, 452-53 (Ct. App. 1988) (citing Rule 56(e), SCRCPP)).

12. The bulk of the alleged defaults by Landlord are not significantly material to rise to the level of an eviction. *See e.g., Litchfield Co. of S.C. v. Kiriakides*, 290 S.C. 220, 226, 349 S.E.2d 344, 348 (Ct. App. 1986)(“while the tenant has breached some of the lease provisions, none were so substantial or fundamental as to constitute a material breach justifying the forfeiture urged by the Defendant.”).

13. However, the Court is concerned about the alleged fire code violations.

14. Nevertheless, Landlord has not been able to establish at the summary judgment stage that Tenant was not “in the process of” of curing the defaults alleged by Landlord.

15. It is apparent that Tenant was taking steps throughout the process to address the myriad concerns raised by Landlord.

16. South Carolina recognizes the equitable maxim that equity abhors forfeiture. *Cody Disc., Inc. v. Merritt*, 368 S.C. 570, 575, 629 S.E.2d 697, 700 (Ct. App. 2006)(“The courts of South Carolina have long held that forfeitures or penalties are not favored in either law or equity.”).

17. Landlord has failed to meet its burden to show a material, unresolved default that is sufficient to require Tenant to forfeit its rights and investment in the Leased Premises.

**IT IS THEREFORE ORDERED that:**

- A. Defendant's Cross-Motion for Summary Judgment is granted.
- B. Plaintiffs' Motion for Summary Judgment is denied.

\_\_\_\_\_  
The Honorable Laura C. Waring, Magistrate Judge

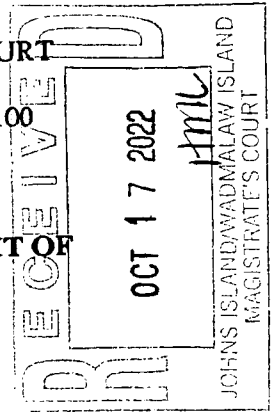
Dated: \_\_\_\_\_, 2022

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )  
 )  
 1260 E Butler Road Self Storage, LLC and )  
 3575 Maybank, LLC, )  
 )  
 Landlord/Plaintiff, )  
 )  
 vs. )  
 )  
 Family Dollar Stores of South Carolina, )  
 LLC, )  
 )  
 Tenant/Defendant. )

IN THE MAGISTRATE'S COURT

C.A. No.: 2022-CV-10-11000100

**SUPPLEMENTAL AFFIDAVIT OF  
 STAR QUINN**



I, Star Quinn, state and aver as follows:

1. I am an employee of Family Dollar Stores of South Carolina, LLC ("Family Dollar"). I have personal knowledge of the facts set forth in this Affidavit.
2. During the months of April and May 2022, I was working at Store #2112 located at 3575 Maybank Hwy, Johns Island, SC 29455.
3. I was present when a representative of the landlord inspected the premises. Although I do not recall the specific date, I know it was well before the fire marshal inspection on June 2, 2022.
4. The landlord representative directed me to clear out an area in the back storage room so that there would be unobstructed access to the so-called "riser room," which I identified as the closet with the blue pipes in it.
5. That same day, I personally cleared the area to ensure access to the riser room as instructed.
6. I was also provided a copy of the fire marshal's report from June 2, 2022. The report does not refer to any issues with access to the riser room.

7. Below is a recent picture of the riser room taken September 27, 2022. As can be seen, there is unobstructed access to the area.



8. I have personal knowledge that all of the fire marshal's concerns have been addressed and resolved.

FURTHER AFFIANT SAYETH NOT.

SWORN to before me this  
7<sup>th</sup> day of September 2022.  
October  
Notary Public for the State of South Carolina (SEAL)  
My commission expires: 2028

Star Quinn  
Star Quinn  
Carolee Watson

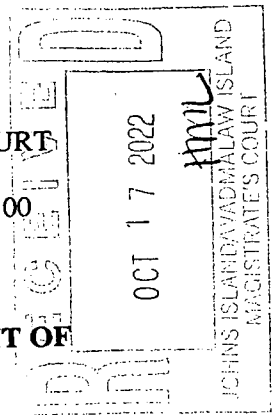


STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )  
 )  
 1260 E Butler Road Self Storage, LLC and )  
 3575 Maybank, LLC, )  
 )  
 Landlord/Plaintiff, )  
 )  
 vs. )  
 )  
 Family Dollar Stores of South Carolina, )  
 LLC, )  
 )  
 Tenant/Defendant. )

IN THE MAGISTRATE'S COURT

C.A. No.: 2022-CV-10-11000100

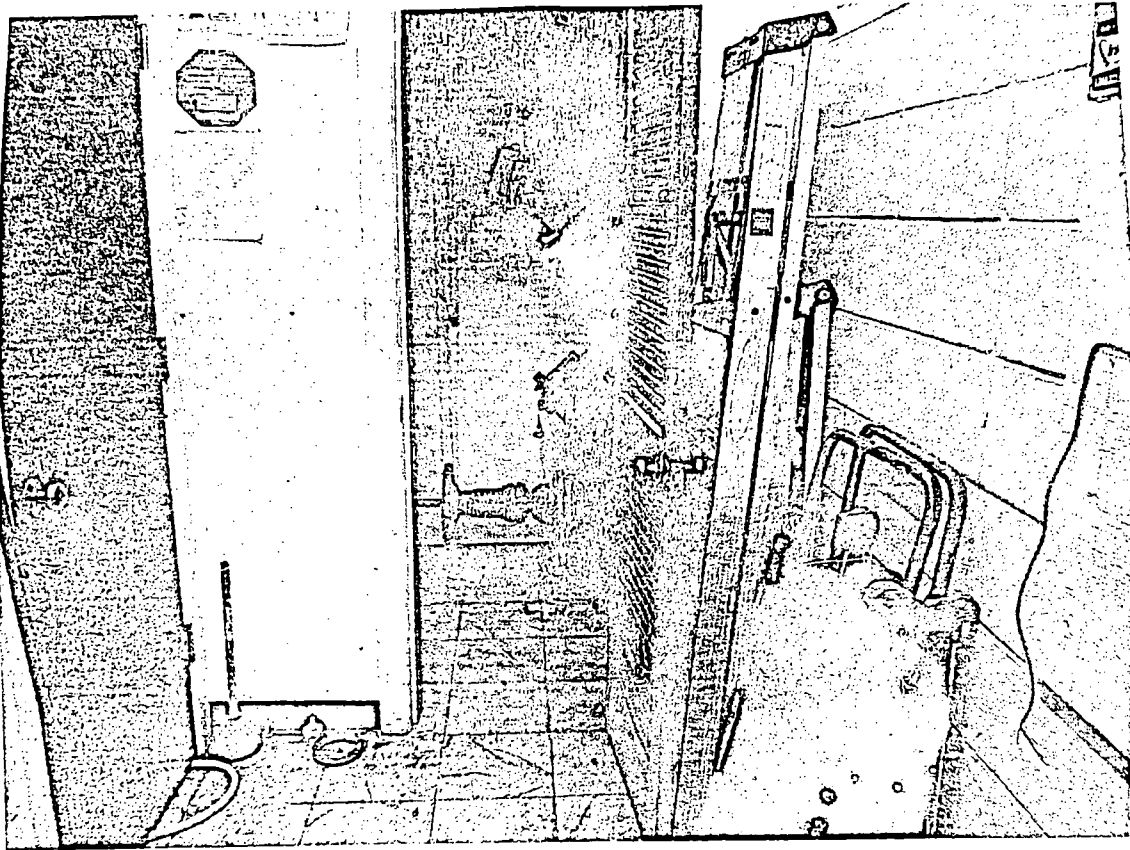
SUPPLEMENTAL AFFIDAVIT OF  
 STAR QUINN



I, Star Quinn, state and aver as follows:

1. I am an employee of Family Dollar Stores of South Carolina, LLC ("Family Dollar"). I have personal knowledge of the facts set forth in this Affidavit.
2. During the months of April and May 2022, I was working at Store #2112 located at 3575 Maybank Hwy, Johns Island, SC 29455.
3. I was present when a representative of the landlord inspected the premises. Although I do not recall the specific date, I know it was well before the fire marshal inspection on June 2, 2022.
4. The landlord representative directed me to clear out an area in the back storage room so that there would be unobstructed access to the so-called "riser room," which I identified as the closet with the blue pipes in it.
5. That same day, I personally cleared the area to ensure access to the riser room as instructed.
6. I was also provided a copy of the fire marshal's report from June 2, 2022. The report does not refer to any issues with access to the riser room.

7. Below is a recent picture of the riser room taken September 27, 2022. As can be seen, there is unobstructed access to the area.



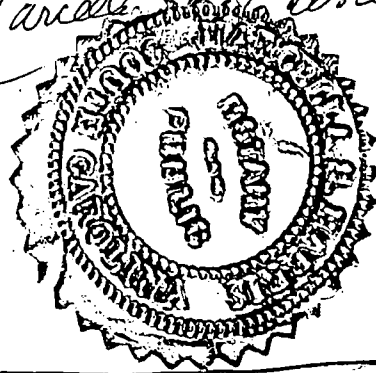
8. I have personal knowledge that all of the fire marshal's concerns have been addressed and resolved.

FURTHER AFFIANT SAYETH NOT.

SWORN to before me this  
7<sup>th</sup> day of September 2022.  
October

(SEAL)  
Notary Public for the State of South Carolina  
My commission expires: 2030

*Star Quinn*  
Star Quinn  
*Carolee Watson*



# EXHIBIT 4

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

1260 E Butler Road Self Storage, LLC  
and 3575 Maybank, LLC,

Plaintiffs,

vs.

Family Dollar Stores of South Carolina,  
LLC successor by merger of Family  
Dollar Stores of South Carolina, Inc.,

Defendant.

IN THE MAGISTRATE'S COURT

CASE NO.: 2022CV1011000100

**ORDER GRANTING PLAINTIFFS' MOTION  
FOR SUMMARY JUDGMENT**

**WHEREAS**, this matter having been opened to the Court upon the filing of a Motion for Summary Judgment, together with the supporting affidavit of Tracy Watson (the "Watson Aff."), by 1260 E Butler Road Self Storage, LLC and 3575 Maybank, LLC ("Landlords") on August 23, 2022;

**WHEREAS**, Family Dollar Stores of South Carolina, LLC, successor by merger of Family Dollar Stores of South Carolina, Inc. ("Tenant") filed a cross-motion for summary judgment, together with the supporting affidavit of Chris Anton ("Anton Aff."), on September 16, 2022;

**WHEREAS**, Landlords filed the affidavit of Shannon Lhotsky ("Lhotsky Aff.") in opposition to the cross-motion for summary judgment on September 23, 2022;

**WHEREAS**, Tenant filed a second affidavit of Chris Anton ("Anton Reply Aff.") on September 26, 2022;

**WHEREAS**, the Court conducted a hearing on September 27, 2022, which was attended by counsel for both parties; and good cause having been shown,

## FINDINGS OF FACT

1. Landlords own the shopping center located at 3575 Maybank Highway, Johns Island, SC 29455 (the "Property").

2. Tenant rents a portion of the Property (the "Leased Premises") under the terms of a lease, as amended. A copy of the lease and the amendments thereto were annexed to the Watson Aff. as Exhibits A-C.

3. On March 1, 2022, Landlords sent notice of default to Tenant. Landlord notified Tenant, among other things, that access to the riser room at the Leased Premises is blocked. According to the proof of delivery, the letter was received by Tenant on March 7, 2022. A copy of the notice of default with proof of delivery were annexed to the Lhotsky Aff. as Exhibit A.<sup>1</sup>

4. Under the terms of the Lease, Tenant has 30 days from its receipt of notice of an event of default to cure or be in the process of curing. If Tenant does not cure the default (or is not in the process of curing) a non-monetary default within 30 days of receipt of the notice of default, Landlord may eject Tenant without releasing Tenant from liability arising under the lease. See Lease at §18.

5. Landlords inspected the Premises on April 21, 2022. The passageway to the riser room remained blocked. See Lhotsky Aff. at ¶ 8.

6. By notice dated April 28, 2022, Landlords again warned Tenant that the riser room remained blocked. A copy of the April 28, 2022, notice and proof of delivery are annexed to the Lhotsky Aff. as Exhibit B.

7. Landlords inspected the Premises on May 16, 2022. Tenant continued to obstruct access to the riser room. See Lhotsky Aff. at ¶ 13.

---

<sup>1</sup> Additional copies of the notices of default referenced herein were attached to the Watson Aff. as Exhibits E-G.

8. By letter dated May 19, 2022, Tenant was again notified about the blocked riser room. A copy of the notice and proof of delivery were annexed to the Lhotsky Aff. as Exhibit C.

9. Tenant's blockage of the riser room constitutes a material default under the terms of the lease and Tenant's obligation to maintain the premises. The blocked riser room is a fire hazard that places the Property, customers, and other tenants at risk.

10. To timely cure the default regarding the blocked riser room, Tenant must have cured, or been in the process of curing, this default no later than April 6, 2022 – 30 days after Tenant's receipt of the notice of default sent on March 1, 2022. As set forth in the Lhotsky Aff., the riser room remained blocked to at least July 1, 2022. See Lhotsky Aff. at ¶ 15.

11. The Charleston Fire Department ordered the Tenant's store closed on June 2, 2022. The Charleston Fire Department still had concerns regarding fire violations and ordered Tenant's store closed a second time in early July 2022. See Anton Aff. at ¶ 13.

12. Mr. Anton began his position as district manager with Family Dollar on June 6, 2022. Anton Aff. at ¶ 7.

13. Tenant did not produce any evidence that it took steps to timely cure the blocked riser room by April 6, 2022. In fact, Mr. Anton stated in the Anton Reply Aff., that Tenant did not attempt to cure the blocked riser until the store was closed by the Charleston Fire Department on June 2, 2022. Specifically, Mr. Anton states:

- Soon after the Fire Marshall closed the store in June, I escalated the matter and began taking steps to cure the alleged defaults asserted by Landlord. See Anton Reply Aff. at ¶ 4.
- After the initial closure in June, my team and I worked to make sure the fire marshal's concerns were addressed. We resolved the major concerns, including ensuring appropriate ingress and egress points were not blocked and that access to the riser room was clear. See Anton Reply Aff. at ¶ 9.

14. Tenant was given the opportunity to make a proffer of evidence at the hearing to demonstrate that it timely made efforts to correct the blocked riser room. Tenant was unable to make such a proffer as there were no evidence of any corrective action taken by Tenant prior to Mr. Anton's hiring.

15. The affidavits submitted by the parties, together with their respective exhibits, demonstrate that Tenant did not cure, or attempt to cure, the blocked riser room within 30 days of its receipt notice of Landlord's notice of default. Accordingly, the Tenant is in material breach of the lease and the Landlords have the right to take possession of the Premises.

#### CONCLUSIONS OF LAW

16. Under Rule 56, SCRPC, summary judgment is proper when there is no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law. Pittman v. Grand Strand Entm't, Inc. 363 S.C. 531, 536 611 S.E.2d 922, 925 (2005). Material facts are those that "might affect the outcome of the suit under the governing law." Anderson v. Liberty Lobby, Inc. 477 U.S. 242, 248 (1986).

17. The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder. George v. Fabri, 345 S.C. 440, 452 548 S.E.2d 868, 874 (2001). When plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted. Ellis v. Davidson, 358 S.C. 509, 518, 595 S.E.2d 817 (Ct. App. 2004).

18. Under Rule 56(c), SCRPC, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. Garvin v. Bi-Lo, Inc., 337 S.C. 436, 441, 523 S.E.2d 481 (S.C. App. 1999). Once the party moving for summary judgment meets its initial burden of showing an absence of evidentiary support for the opponent's case, the

non-moving party cannot simply rest on mere allegations or denials contained in the pleadings. Id. Rather, the non-moving party must come forward with specific facts showing there is a genuine issue for trial. Id.; Rule 56(e), SCRCPP. In determining whether any triable issues of fact exist, the evidence and all reasonable inferences therefrom must be viewed in the light most favorable to the non-moving party. Id.

19. As set forth above, there are no material facts in dispute concerning the Tenant's material default under the lease by blocking the riser room and failing to (i) cure or (ii) be in the process of curing within 30 days of its receipt of notice of default as required. It is clear from the affidavits filed by the parties that no efforts to cure the riser room occurred prior to Mr. Anton becoming the district manager.

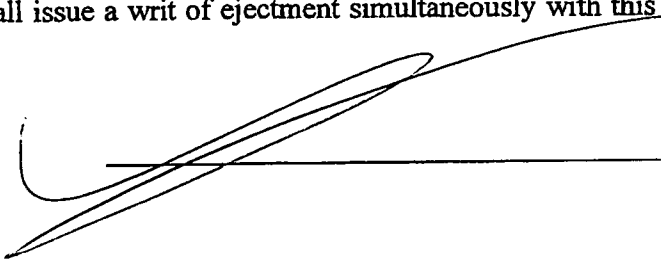
20. Landlords demonstrated that the lease is in material default and such default was not timely cured. Accordingly, Defendant's cross-motion for summary judgment is denied.

21. In addition to the fire code violation of the blocked riser room, Landlords asserted additional defaults of the lease. The Court finds that there are material issues of fact in dispute concerning those alleged defaults and summary judgment is not granted on those grounds. Notwithstanding the foregoing, summary judgment is granted with respect to the allegations concerning fire code violations and Tenant's failure to timely cure.

**IT IS THEREFORE ORDERED that:**

- A. Plaintiffs' Motion for Summary Judgment is granted.
- B. Defendant's Cross-Motion for Summary Judgment is denied.

C. The Court shall issue a writ of ejectment simultaneously with this Order ejecting the Tenant forthwith.

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and somewhat abstract, with a large loop at the end.

Dated: 11 October, 2022  
at John's Island SC

# EXHIBIT 5

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF CHARLESTON )  
)  
)  
)  
)

2022CV1011000100  
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT  
WRIT OF EJECTMENT

1260 E Butler Road Self Storage,  
Llc And 3575 Maybank, Llc

---

PLAINTIFF(S)

Vs  
Familly Dollar Stores Of South  
Carolina,Llc  
3575 Maybank Highway  
Johns Island, SC 29455

---

DEFENDANT(S)

TO THE SHERIFF/MAGISTRATE'S CONSTABLE:

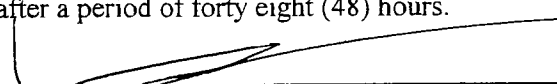
Upon Judgment of this Court, rendered on the 11th day of October, 2022, you are hereby Ordered to proceed to the premises located at **3575 Maybank Highway  
Johns Island, SC 29455.**

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have **twenty four (24) hours to voluntarily vacate** the premises. **If the premises appear unoccupied and no one responds** to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.

**If after 24 hours** following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, **a deputy sheriff may enter the premises** using only as much force as is necessary to effectuate the Ejectment.

Upon gaining access, you shall **remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway.** All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.

October 11, 2022

  
Johns Island/Wadmalaw Magistrate

---

\_\_\_\_\_, being duly sworn state that:

- I personally served a copy of this Writ on \_\_\_\_\_, an occupant of the rental unit
- On \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise.
- On \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_, which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.
- Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.
- The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.
- Informed by Plaintiff that case is settled.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Sheriff/Deputy Sheriff/Constable

# **EXHIBIT 6**

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

1260 E BUTLER ROAD SELF STORAGE,  
LLC AND 3575 MAYBANK, LLC  
LANDLORDS

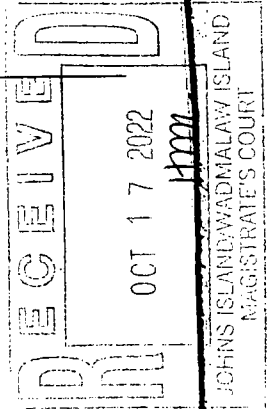
VS.

FAMILY DOLLAR STORES OF SOUTH  
CAROLINA, LLC  
TENANT

CIVIL CASE NUMBER

MAGISTRATE'S COURT  
CASE NO. 2022-CV-10-11000100

BOND TO STAY EXECUTION  
ON APPEAL



TO: Circuit Court

Now comes the Tenant in the above-entitled action and respectfully shows the Court that a Judgment of Execution was issued against the Tenant and for the Landlord on October 11, 2022, by the Magistrate. Tenant has appealed the Judgment to the Circuit Court.

Pursuant to the findings of the Magistrate, the Tenant is obligated to **pay total rent, including base rent, CAM, insurance, and taxes, in the amount of \$7,197.91 per month, due on the 1st of each month, beginning November 1, 2022. Payments are to be made by wire, cash, cashier's check or money order directly to Landlord.**

Tenant hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Circuit Court to stay execution on the Judgment for Ejectment until this matter is heard on appeal and decided by the Circuit Court.

Family Dollar Stores of South Carolina, LLC

By: [Signature]

Its: District Manager

Dated on: October 14, 2022

SCCA/657 (08/2020)  
139021042.1

Upon execution of the above bond, execution on the Judgment of Ejectment is hereby stayed until the action is heard on appeal and decided by the Circuit Court. If Tenant(s) fails to make any rental payment within five (5) days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the Tenant.

Dated on: October 18, 2022

~~JUDGE~~

# EXHIBIT 7

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

1260 E Butler Road Self Storage, LLC  
and 3575 Maybank, LLC,

Plaintiffs,

vs.

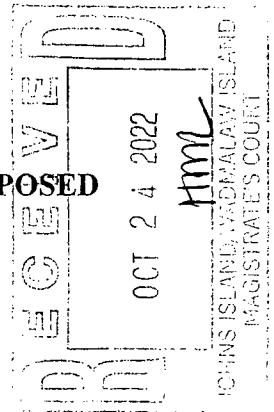
Family Dollar Stores of South Carolina,  
LLC successor by merger of Family  
Dollar Stores of South Carolina, Inc.,

Defendant.

IN THE MAGISTRATE'S COURT

CASE NO.: 2022CV1011000100

**OBJECTION TO TENANT'S PROPOSED  
APPELLATE BOND**



1260 E Butler Road Self Storage, LLC and 3575 Maybank, LLC ("Landlords"), by and through their undersigned counsel, hereby objects to the proposed appellate bond filed by Family Dollar Stores of South Carolina, LLC successor by merger of Family Dollar Stores of South Carolina, Inc. ("Tenant"). In support of this Objection, Landlords state as follows:

1. On June 23, 2022, Landlords filed an application for ejectment.
2. Tenant filed a reply.
3. On August 23, 2022, Landlords filed a motion for summary judgment.
4. On September 16, 2022, Tenant filed a cross-motion for summary judgment.
5. A hearing was conducted on September 27, 2022. The Court issued an order on October 11, 2022, pursuant to which Landlords' motion for summary judgment was granted and a writ of ejectment was issued. Tenant's cross-motion for summary judgment was denied.
6. Tenant filed an appeal on or about October 13, 2022. Tenant submitted a self-funded appellate bond on or about October 14, 2022, pursuant to which they agreed to continue to pay rent while the appeal was pending to stay enforcement of the writ of ejectment.
7. SC Code § 18-9-170 of the South Carolina Code of Laws provides in pertinent

part –

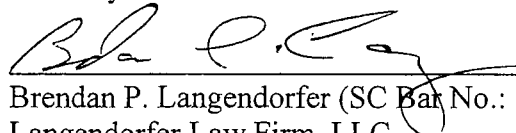
If the judgment appealed from direct the sale *or delivery of possession of real property*, the execution of the judgment shall not be stayed unless a written undertaking be executed on the part of the appellant, *with two sureties*, to the effect that during the possession of such property by the appellant he will not commit or suffer to be committed any waste thereon and that if the judgment be affirmed he will pay the value of the use and occupation of the property from the time of the execution of the undertaking until the delivery of possession thereof pursuant to the judgment, not exceeding a sum to be fixed by a judge of the court by which judgment was rendered and which shall be specified in the undertaking.

SC Code § 18-9-170 (emphasis added).

8. To stay the execution of the writ of ejectment, Tenant needs to post a bond with two sureties in an amount approved by the Court.

9. Tenant did not comply with the statutory requirements for the posting of a bond. Landlords request that the Court deny Tenant's bond.

**WHEREFORE**, Tenant requests that the Court deny the Tenant's bond and grant such other and further relief as is just and necessary.

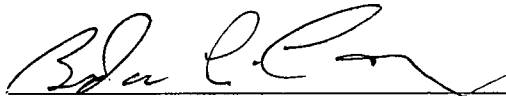
  
Brendan P. Langendorfer (SC Bar No.: 71971)  
Langendorfer Law Firm, LLC  
P.O. Box 68  
Mount Pleasant, SC 29465  
(843) 501-0469  
brendan@langendorferlaw.com  
Counsel for the Landlords

Dated: October 24, 2022

**CERTIFICATION OF SERVICE**

The undersigned hereby certifies that on the date indicated below, a true and correct copy of the attached OBJECTION TO DEFENDANT'S PROPOSED APPELLATE BOND was served upon the Tenants via regular mail and email addressed as follows:

Kevin McCarrell, Esq.  
Fox Rothschild LLP  
2 W. Washington Street, Suite 1100  
Greenville, SC 29601-2784  
KMcCarrell@foxrothschild.com



---

Brendan P. Langendorfer (SC Bar No.: 71971)  
Langendorfer Law Firm, LLC  
P.O. Box 68  
Mount Pleasant, SC 29465  
(843) 501-0469  
brendan@langendorferlaw.com

Dated: October 24, 2022

# EXHIBIT 8

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )  
 )  
 1260 E Butler Road Self Storage, LLC )  
 and 3575 Maybank, LLC )  
 )  
 Landlord/Plaintiff, )  
 )  
 vs. )  
 )  
 Family Dollar Stores of South Carolina, )  
 LLC, )  
 )  
 Tenant/Defendant. )

IN THE MAGISTRATE’S COURT

C.A. No.: 2022-CV-10-11000100

**RESPONSE TO OBJECTION TO  
 TENANT’S PROPOSED  
 APPELLATE BOND**

Defendant Family Dollar Stores of South Carolina, LLC (“Family Dollar”) hereby submits this Response to Landlord’s Objection to Tenant’s Proposed Appellate Bond submitted by 1260 E Butler Road Self Storage, LLC and 3575 Maybank, LLC (collectively, “Landlords”).

**Law**

Rule 241 of the South Carolina Rules of Appellate Procedure establishes that generally, serving a notice of appeal automatically stays the relief ordered in the appealed order. Rule 241(a) SCRAP. Nevertheless, the Rules acknowledge certain exceptions to the general rule found in statutes and elsewhere. Rule 241(b) SCRAP. Relevant to the Landlords’ objection are:

.....  
 (4) Judgments directing the sale or delivery of possession of real property as provided in S.C. Code Ann. § 18-9-170.<sup>1</sup>

.....  
 (10) Ejectment orders as provided in S.C. Code Ann. § 27-37-130 and S.C. Code Ann. § 27-40-800.<sup>2</sup>

*Id.*

---

<sup>1</sup> S.C. Code Ann. § 18-9-170 is set forth in Landlords’ Objection and will not be reiterated here.  
<sup>2</sup> S.C. Code Ann. § 27-40-800 is part of the Residential Landlord Tenant Act, and therefore, inapplicable to this commercial ejectment action.

Title 27, Chapter 37 entitled “Ejectment of Tenants” provides for the appropriate bond to be posted in an ejectment case:

An appeal in an ejectment case will not stay ejectment unless at the time of appealing the tenant shall give an appeal bond as in other civil cases for an amount to be fixed by the magistrate and conditioned for the payment of all costs and damages which the landlord may sustain thereby. In the event the tenant shall fail to file the bond herein required within five days after service of the notice of appeal such appeal shall be dismissed by the trial magistrate.

S.C. Code § 27-37-130. In addition, the South Carolina Supreme Court has promulgated a form of bond to be used for ejectment cases. *See* Form SCCA 657.<sup>3</sup>

### **Argument**

Landlords request that the Court deny Family Dollar’s bond because it does not contain two sureties as required by S.C. Code § 18-9-170. However, Landlords cite to the wrong statute. Specifically, Landlords cite to the statute addressing actions directing the sale or delivery of possession of real property (e.g. actions for specific performance), not the statute addressing actions for ejectment, which controls here. Importantly, S.C. Code § 27-37-130 has no requirement that tenant post any sureties.

The South Carolina Supreme Court’s appellate rules make clear that it is the ejectment statute that applies, not the statute regarding the sale of real property. *Compare* SCRAP 241(b)(4) *with* SCRAP 241(b)(10). Moreover, the South Carolina Supreme Court’s forms appropriately include signature lines for bonds when required, as opposed to when they are not. *Compare* SCCA739<sup>4</sup> *with* SCCA657.

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<sup>3</sup> <https://www.sccourts.org/forms/pdf/SCCA657.pdf>

<sup>4</sup> <https://www.sccourts.org/forms/pdf/SCCA739.pdf>

**Conclusion**

Family Dollar has timely complied with the appropriate statute, which is S.C. Code § 27-37-130, with the appropriate form of bond, and respectfully requests that the Court approve Family Dollar's bond<sup>5</sup> as submitted and grant such other and further relief as is just and necessary.



---

M. Kevin McCarrell (S.C. Bar #76255)  
Fox Rothschild LLP  
2 West Washington Street, Suite 1100  
Greenville, South Carolina 29601  
(864) 751-7600; (864) 751-7800 (fax)  
kmccarrell@foxrothschild.com  
*Attorneys for Defendant*

October 24, 2022

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<sup>5</sup> Upon information and belief, the Court may have already approved Family Court's bond by executing same, but Defendant has not received a copy of the bond executed by the Court.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

1260 E Butler Road Self Storage, LLC,  
and 3575 Maybank, LLC,

Plaintiffs,

v.

Family Dollar Stores of South Carolina, LLC  
Successor by merger of Family Dollar Stores  
Of South Carolina, Inc.

Defendants.

IN THE MAGISTRATE COURT

C/A NO.: 2022-CV-1011000100

**CERTIFICATE OF SERVICE**

This is to certify that I have, this 24<sup>th</sup> day of October, 2022, served a copy of Defendant's Response to Objection to Tenant's Proposed Appellate Bond in the above-captioned action by US mail and e-mail to:

Brendan P. Langendorfer, Esquire  
LANGENDORFER LAW FIRM, LLC  
P.O. Box 68  
Mount Pleasant, SC 29465  
Brendan@langendorferlaw.com  
*Attorneys for Plaintiffs*



---

Erin L. Accetta  
Legal Assistant to  
M. Kevin McCarrell, S.C. Bar #76255  
FOX ROTHSCHILD LLP  
2 West Washington Street, Suite 1100  
Greenville, South Carolina 29601  
(864) 751-7600; (864) 751-7800 (fax)  
kmccarrell@foxrothschild.com  
*Attorneys for Defendant*

Family Dollar Stores Of South Carolina Llc  
PLAINTIFF(S)

1260 E Butler Road Self Storage Llc et al  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED** (*CHECK REASON*):  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  
 Other
- ACTION STRICKEN** (*CHECK REASON*):  Rule 40(j), SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court:

This matter came before the Court on appeal from Magistrate Court. The Court heard arguments from both parties and the Court finds that the Magistrate did not abuse their discretion or make any error of law. Therefore, this matter is affirmed; appeal denied.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 08/07/2023 .

Case Party Info Protected  
3575 Maybank Llc for 3575 Maybank Llc  
1260 E Butler Road Self Storage Llc for 1260 E Butler Road Self Storage Llc  
3575 Maybank Llc for 3575 Maybank Llc  
1260 E Butler Road Self Storage Llc for 1260 E Butler Road Self Storage Llc

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Charleston Common Pleas

**Case Caption:** Family Dollar Stores Of South Carolina Llc VS 1260 E Butler Road  
Self Storage Llc , defendant, et al  
**Case Number:** 2022CP1004780  
**Type:** Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2023-08-07 09:49:15 page 3 of 3

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

1260 E Butler Road Self Storage, LLC  
and 3575 Maybank, LLC,

Plaintiffs,

vs.

Family Dollar Stores of South Carolina,  
LLC successor by merger of Family  
Dollar Stores of South Carolina, Inc.,

Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2022-CP-10-04780

**ORDER AFFIRMING MAGISTRATE'S  
ORDER GRANTING SUMMARY JUDGMENT  
AND WRIT OF EJECTMENT**

**WHEREAS**, this matter was opened to the Court upon the filing of a Notice of Appeal and Amended Notice of Appeal by Family Dollar Stores of South Carolina, LLC, successor by merger of Family Dollar Stores of South Carolina, Inc. ("Tenant") regarding the Order Granting Summary Judgment in favor of 1260 E Butler Road Self Storage, LLC and 3575 Maybank, LLC ("Landlord") dated October 11, 2022, and the corresponding Writ of Ejectment;

**WHEREAS**, the Magistrate's Return was filed with this Court on November 3, 2022;

**WHEREAS**, both Landlord and Tenant timely filed memoranda of law regarding the appeal;

**WHEREAS**, a hearing was conducted on May 31, 2023, at which time Landlord and Tenant presented oral argument;

**WHEREAS**, when an appeal is taken from a magistrate court decision the appellant "shall serve notice of appeal, stating the grounds upon which the appeal is founded". S. C. Code Ann. Section 18-7-20.

**WHEREAS**, the grounds for appeal in this case were set forth in the Notice of Appeal and Amended Notice of Appeal and accompanying memoranda;

**WHEREAS**, the circuit court sitting in an appellate capacity reviewing a magistrate court judgment "shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits. In giving judgment the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all parties and for errors of law or fact". S. C. Code Section 18-7-170;

**WHEREAS**, after consideration of the record in this case, including the magistrate court Return, and the argument of the parties which were also well-briefed in submissions filed, and good cause having been shown,

**IT IS THEREFORE FOUND, DETERMINED AND ORDERED that:**

1. This court finds that the decision and judgment of the magistrate court is not affected by any material error of law or of fact and that the justice of the case dictates that the decision and JUDGMENT of the magistrate court should be and IS therefore AFFIRMED in accordance with S. C. Code Section Ann. Sec.18-7-170.

2. This case shall be remanded to the Charleston County Magistrate Court for further proceedings including enforcement of the Writ of Ejectment, subject to any further appeal to the South Carolina Court of Appeals.

SIGNATURE PAGE FOLLOWS.

**FORM 4**

**STATE OF SOUTH CAROLINA**  
**COUNTY OF CHARLESTON**  
**IN THE COURT OF COMMON PLEAS**

**JUDGMENT IN A CIVIL CASE**

**CASE NO. 2022-CP-10-04780**

1260 E Butler Road Self Storage LLC and  
 3575 Maybank, LLC

Family Dollar Stores of South Carolina, LLC  
 successor by merger of Family Dollar Stores  
 of South Carolina, Inc.,

PLAINTIFF(S)

DEFENDANT(S)

<b>Submitted by:</b>	<b>Attorney for :</b> Plaintiff      Defendant
	or Self-Represented Litigant

**DISPOSITION TYPE (CHECK ONE)**

**JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

**DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.

**ACTION DISMISSED** (*CHECK REASON*): Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other

**ACTION STRICKEN** (*CHECK REASON*): Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other

**STAYED DUE TO BANKRUPTCY**

**DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:** See attached order (formal order to follow) Statement of Judgment by the Court:

**ORDER INFORMATION**

This order ends does not end the case.  
 Additional Information for the Clerk :

**INFORMATION FOR THE JUDGMENT INDEX**

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

**Note: Title abstractors and researchers should refer to the official court order for judgment details.**

**E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.**

\_\_\_\_\_  
**Circuit Court Judge**

\_\_\_\_\_  
**Judge Code**

\_\_\_\_\_  
**Date**

**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
Brendan P. Langendorfer, Langendorfer Law Firm, LLC

\_\_\_\_\_  
P.O. Box 68

\_\_\_\_\_  
Mount Pleasant, SC 29465

\_\_\_\_\_  
**ATTORNEY(S) FOR THE PLAINTIFF(S)**

\_\_\_\_\_  
Kevin McCarrell, Fox Rothschild LLP

\_\_\_\_\_  
2 W. Washington Street, Suite 1100

\_\_\_\_\_  
Greenville, SC 29601-2784

\_\_\_\_\_  
**ATTORNEY(S) FOR THE DEFENDANT(S)**

\_\_\_\_\_  
**CLERK OF COURT**

**Court Reporter:**

**E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRPC.**

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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Charleston Common Pleas

**Case Caption:** Family Dollar Stores Of South Carolina Llc VS 1260 E Butler Road  
Self Storage Llc , defendant, et al  
**Case Number:** 2022CP1004780  
**Type:** Order/Other

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2023-08-15 10:53:45 page 5 of 5

**RECEIVED**

**Mar 20 2024**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

The Honorable Bentley D. Price, Circuit Court Judge

---

Magistrate Case No. 2022-CV-1011000100  
Circuit Court Case No. 2022-CP-1004780  
Appellate Case No. 2023-001414

Family Dollar Stores of South Carolina, LLC  
successor by merger of Family Dollar Stores of  
South Carolina, Inc.,

Appellant,

v.

1260 E Butler Road Self Storage, LLC and 3575  
Maybank, LLC,

Respondents.

---

**CERTIFICATE OF COUNSEL**

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The undersigned hereby certifies that the Record on Appeal contains all additional materials consented to be included in the Record by all of the parties and not any other material.

*s/M. Kevin McCarrell*  
M. Kevin McCarrell (SC Bar No. 76255)  
Sarah M. Traynor (SC Bar No. 106174)  
FOX ROTHSCHILD LLP  
2 W. Washington Street, Suite 1100  
Greenville, SC 29601  
Phone: (864) 751-7652  
Fax: (864) 751-7800  
[kmccarrell@foxrothschild.com](mailto:kmccarrell@foxrothschild.com)  
[straynor@foxrothschild.com](mailto:straynor@foxrothschild.com)