

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Bentley D. Price, Circuit Court Judge

RECEIVED

JUN 07 2024

SC Court of Appeals

Appellate Case No. 2023-001431
Charleston County Case No. 2019-CP-10-02894

Roi Tan Enterprises LLC,

Respondent,

v.

Akim Anastopoulo and Anastopoulo Law Firm, LLC,

Appellants.

APPELLANT'S RECORD ON APPEAL

Eric Marc Poulin
Lane Douglas Jefferies
32 Ann Street
Charleston, SC 29403
(803)-222-222
Attorneys for Appellants

Arthur Cole Pelzer
266 Meeting Street
Suite 102
Charleston, SC 29401
(843)-789-4511
Attorney for Respondent

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2019-CP-10-02894
	)	
ROI-TAN ENTERPRISES, LLC	)	
	)	
Plaintiff,	)	ORDER GRANTING PLAINTIFF'S
	)	MOTION TO COMPEL
vs.	)	
	)	
AKIM ANASTOPOULO and ANASTOPOULO	)	
FIRM, LLC	)	
	)	
Defendants.	)	

WHEREAS, this matter came before the Court for a hearing on the Motion to Compel filed on behalf of the Plaintiff Roi-Tan Enterprises, LLC (hereafter the "Plaintiff") seeking to compel supplemental discovery from the Defendants Akim Anastopoulos and Anastopoulos Law Firm, LLC (hereafter the "Defendants").

WHEREAS, after hearing and considering evidence and arguments from counsel for Plaintiff and Defendants, to produce the supplemental information identified below in order to fully respond to Plaintiff's Interrogatories and Requests for Production pursuant to Rule 37 of the South Carolina Rules of Civil Procedure.

NOW, THEREFORE, IT IS HEREBY ORDERED, that the Defendants shall perform searches through their IT department to identify and produce the following information and documents discussed during the Defendants' deposition testimony but not yet produced in discovery:

- 1) Complete information concerning any and all damages claimed by Defendants in their Counterclaims (Deposition Transcript of Roy T. Willey, p.78);

- 2) Complete information concerning attorney's fees and costs claimed by Defendants related to this lawsuit (Deposition Transcript of Roy T. Willey, p. 86,);
- 3) All omitted attachments to e-mails produced in discovery by Defendants (Deposition Transcript of Roy T. Willey, p.36);
- 4) Records of payments and communications with Trident Construction and all attachments to e-mails (Deposition Transcript of Roy T. Willey, p. 101);
- 5) E-mails with Trinity Partner and Jonathan Calder concerning the Cigar Factory lease and upfit, occupancy, and abandonment of Suite 304 (Deposition Transcript of Roy T. Willey, pp. 100-102);
- 6) All emails, records, documents, and bills concerning the Cigar Factory lease and upfit, occupancy, and abandonment of Suite 304 (Deposition Transcript of Roy T. Willey, p.61);
- 7) Documents, e-mails, schematics, design documents, plans, invoices, and payment records concerning between Defendant and McMillan Pazdan Smith Architecture. (Deposition Transcript of Roy T. Willey, p.56); and,
- 8) All emails to and from the Defendant Akim Anastopoulo concerning the subject matter of this litigation. (Deposition Transcript of Akim Anastopoulo, pp. 51-52).

Defendants shall identify to Plaintiff the search terms used by Defendants' IT Department in order to enable Plaintiff to determine the completeness and adequacy of the searches performed. Furthermore, Defendants shall identify and produce all emails to and/or between law firm employees involved with the Cigar Factory lease negotiation, upfit, occupancy, complaints during occupancy concerning Suite 304, and ultimate abandonment of Suite 304.

Defendants shall identify and produce all supplemental information and documents set forth above within fourteen days from the date of this Order. Plaintiff shall have ten days from receipt of Defendants' document production to evaluate the information and documents provided to evaluate the search terms used to identify the information and documents provided by Defendants pursuant to this Order. Should Plaintiff deem the scope of the search or the document production insufficient or not in compliance with this Order, Plaintiff shall petition the Court accordingly.

IT IS SO ORDERED.

October ____, 2022
Charleston, South Carolina

Honorable Carmen T. Mullen
Presiding Judge



Charleston Common Pleas

Case Caption: Roi Tan Enterprises LLC VS Akim Anastopoulo , defendant, et al
Case Number: 2019CP1002894
Type: Order/Compel

So Ordered

s/Carmen T Mullen 2142

Electronically signed on 2022-10-28 12:39:55 page 4 of 4

Roi Tan Enterprises LLC
PLAINTIFF(S)

Akim Anastopoulo 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:

On May 30, 2023, Judge Price conducted a hearing on Plaintiff's Motion to Strike Demand for Jury Trial and Plaintiff's Motion for Rule to Show Cause for failure of Defendants to comply with Judge Mullen's Order to Compel to provide complete information on all damages claimed in their Counterclaims. At the hearing, Judge Price provided Defendants with 15 days (until June 14, 2023) to supplement their discovery response to provide complete information on their counterclaims or their counterclaims would be stricken. Defendants submitted responses on June 14. After consideration of arguments made at the hearing and memorandum of law, the Motion to Strike Demand for Jury Trial is GRANTED and the Counter Claim is to be stricken. The Rule to Show Cause for not complying with Judge Mullen's order is Granted. Defendants are not entitled to any recovery for "relocation costs" to include their attorney fees. Further Defendants are sanctioned \$2,500 for not complying with her order.

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 08/15/2023 .

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.



Charleston Common Pleas

Case Caption: Roi Tan Enterprises LLC VS Akim Anastopoulo , defendant, et al
Case Number: 2019CP1002894
Type: Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2023-08-15 10:53:45 page 3 of 3

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP1002894

Roi Tan Enterprises LLC
PLAINTIFF(S)

Akim Anastopoulo 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:

Defendant's Motion to Alter or Amend is denied. Sanctions are due 10 days from today's date.

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 09/01/2023 .

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.



Charleston Common Pleas

Case Caption: Roi Tan Enterprises LLC VS Akim Anastopoulo , defendant, et al
Case Number: 2019CP1002894
Type: Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2023-09-01 10:03:37 page 3 of 3

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ROI-TAN ENTERPRISES, LLC

Plaintiff(s)

vs.

AKIM ANASTOPOULO

Defendant(s)

IN THE COURT OF COMMON PLEAS

2019-CP-10-2894

CIVIL ACTION COVERSHEET

2019 - CP - 10 -

2019 MAY 31 PM 4:13
JULIE J. ARNSTRONG
CLERK OF COURT

FILED

Submitted By: Arthur C. Pelzer
Address: Pelzer Law Firm, LLC
266 Meeting Street
Charleston, SC 29401

SC Bar #: 71153
Telephone #: (843) 789-4511
Fax #: (843) 789-4591
E-mail: arthur@pelzerlawfirm.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

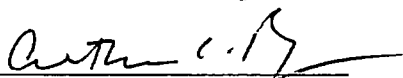
**If Action is Judgment/Settlement do not complete*

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts ☐ Constructions (100) ☐ Debt Collection (110) ☐ Employment (120) ☐ General (130) ☒ Breach of Contract (140) ☐ Other (199)	Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) Previous Notice of Intent Case # 20__-CP-_____ ☐ Notice/ File Med Mal (230) ☐ Other (299)	Torts - Personal Injury ☐ Assault/Slander/Libel (300) ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Other (399)	Real Property ☐ Claim & Delivery (400) ☐ Condemnation (410) ☐ Foreclosure (420) ☐ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499)
Inmate Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599)	Administrative Law/Relief ☐ Reinstate Drv. License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture-Petition (840) ☐ Forfeiture-Consent Order (850) ☐ Other (899)	Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgment (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760) ☐ Confession of Judgment (770) ☐ Petition for Workers Compensation Settlement Approval (780) ☐ Other (799)	Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Public Service Comm. (990) ☐ Employment Security Comm (991) ☐ Other (999)
Special/Complex /Other ☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620) ☐ Other (699)	☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Out-of State Depositions (650) ☐ Motion to Quash Subpoena in an Out-of-County Action (660) ☐ Sexual Predator (510)		

Submitting Party Signature:



Date: May 29, 2019

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
ROI-TAN ENTERPRISES, LLC

Plaintiff,

vs.

AKIM ANASTOPOULO

Defendant.

) IN THE COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT
) CASE NO. 2019-CP-10- 2894

SUMMONS

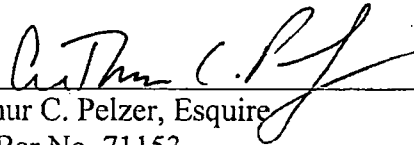
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JULIE J. ARMSTRONG
CLERK OF COURT

FILED

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this Complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to appear and defend this action by answering the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

PELZER LAW FIRM, LLC



Arthur C. Pelzer, Esquire
SC Bar No. 71153
266 Meeting Street
Charleston, South Carolina 29401
Phone (843) 789-4511
arthur@pelzerlawfirm.com

May 29, 2019
Charleston, South Carolina

**ATTORNEY FOR PLAINTIFF
ROI-TAN ENTERPRISES, LLC**

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ROI-TAN ENTERPRISES, LLC

Plaintiff,

vs.

AKIM ANASTOPOULO

Defendant.

) IN THE COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT
) CASE NO. 2019-CP-10- 2894

COMPLAINT

2019 MAY 31 PM 4:13
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

COMES NOW THE PLAINTIFF ROI-TAN Enterprises, LLC (hereafter the "Plaintiff"), by and through the undersigned counsel, and complains of the above-named Defendant Akim Anastopoulos (hereafter the "Defendant") as follows:

1. The Plaintiff is a limited liability company organized and existing under the laws of the State of South Carolina and at all relevant times herein was doing business in Charleston County, South Carolina.

2. The Defendant is an individual who is a resident of Charleston County, South Carolina.

3. The Court has subject matter and personal jurisdiction over the subject matter and all parties to this litigation, and venue is proper in Charleston County, South Carolina.

4. Anastopoulos Law Firm, LLC (hereafter "Lessor") is a limited liability company organized and existing under the laws of the State of South Carolina and at all relevant times herein was doing business in Charleston County, South Carolina.

5. Plaintiff entered into the Office Lease Agreement (hereafter the "Lease Agreement") with Lessor for Suite 304 in the Cigar Factory located at 701 East Bay Street (hereafter the "Subject Property"). **(Exhibit A: Office Lease Agreement incorporated in full by reference herein).**

6. As a condition of and consideration for Plaintiff agreeing to enter into the Lease Agreement with Lessor, Defendant executed the Guaranty of Lease, which is designated as Schedule 1 to the Lease Agreement.

7. Article 6 of the Lease Agreement made Lessor responsible for and required Lessor to pay to Plaintiff monthly sums for rent, late payment charges, additional rent, and taxes for the Subject Property.

8. Article 7 of the Lease Agreement made Lessor responsible for and required Lessor to pay Plaintiff for real estate taxes and operating charges for the Subject Property.

9. Defendant personally guaranteed payment of all sums owed by Lessor under the Lease Agreement, including but not limited to Articles 6 and 7, and to perform all obligations of Lessor under the terms of the Lease Agreement.

10. Lessor has failed to pay all sums owed as rent to Plaintiff and has failed and refused to cure the default despite being placed on notice of said default by Plaintiff.

11. By letter dated January 31, 2019, Plaintiff elected to terminate the Lease Agreement and exercise its right pursuant to Article 15 of the Lease Agreement as a result of Defendant's violations of the provisions of the Lease Agreement.

12. Lessor failed to pay rent prior to the termination of the Lease Agreement and thus owes Plaintiff the sum of \$30,299.00 due to Lessor's breach of the terms and conditions of the Lease Agreement.

13. Plaintiff has been wrongfully required to fund unamortized commissions through the date of termination of the Lease Agreement due to Lessor's breach of the terms and conditions of the Lease Agreement.

14. Plaintiff has suffered and will continue to suffer lost rents due to Lessor's breach of the terms and conditions of the Lease Agreement.

15. Plaintiff will suffer a decrease in rent owed by Lessor under the terms of the Lease Agreement by placing another tenant in the Subject Property due to Lessor's breach of the terms and conditions of the Lease Agreement

16. Plaintiff has been forced to incur costs totaling \$33,490.00 to make the Subject Property suitable for marketing and rent by another tenant following surrender by Lessor due to Lessor's breach of the terms and conditions of the Lease Agreement.

17. Plaintiff will incur commission on a new lease agreement for the Subject Property due to Lessor's breach of the terms and conditions of the Lease Agreement.

18. Pursuant to Article 25.10 of the Lease Agreement, Defendant waived their rights to a trial by jury for any action to collect rents and other damages owed under the terms of the Lease Agreement.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

19. Plaintiff restates and realleges the allegations in the preceding paragraphs (to include all sub-parts) as if set forth verbatim herein.

20. Lessor entered into a valid and binding contract with Plaintiff.

21. Defendant entered into a valid and binding Guaranty of Lease with Plaintiff and agreed to be responsible for the performance of the Lease Agreement and all obligations of Lessor under the terms of the Lease Agreement.

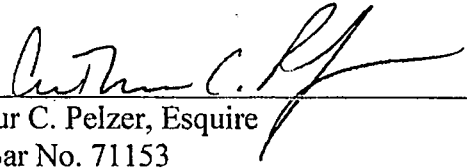
22. Lessor and Defendant breached the terms of the Lease Agreement by failing to pay rent when due which has been the direct and proximate cause of damages to Plaintiff.

23. As the direct and proximate result of their breach of contract, Plaintiff has suffered liquidated damages totaling \$101,488.00 and other amounts as may be proved at trial

WHEREFORE, the Plaintiff prays unto this Honorable Court as follows:

- a) For an award of actual damages in an amount of \$101,488.00 and all other amounts as may be determined at trial;
- b) For an award of its attorney's fees and costs; and,
- b) For such other and further relief as this Court may deem just and proper.

PELZER LAW FIRM, LLC

A handwritten signature in black ink, appearing to read 'Arthur C. Pelzer', is written over a horizontal line.

Arthur C. Pelzer, Esquire
SC Bar No. 71153
266 Meeting Street
Charleston, South Carolina 29401
Phone (843) 789-4511

May 29, 2019
Charleston, South Carolina

**ATTORNEY FOR PLAINTIFF
ROI-TAN ENTERPRISES, LLC**

EXHIBIT “A”

Office Lease Agreement

By and Between

ROI-TAN Enterprises, LLC, as Landlord

and

Anastopoulo Law Firm, LLC, as Tenant

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List of Schedules and Exhibits

Schedule 1	Form of Guaranty of Lease
Exhibit A-1	Floor Plan of Premises
Exhibit A-2	Property Site Plan
Exhibit B	Construction Rider for Landlord Work
Exhibit B-1	Core and Shell Specifications
Exhibit B-2	Tenant Upfit Terms
Exhibit C	Declaration of Commencement Date
Exhibit D	Rules and Regulations
Exhibit E	Contractor Insurance Requirements

OFFICE LEASE AGREEMENT

THIS LEASE ("Lease") is made and entered into at Charleston, South Carolina as of the 21 day of May 2016 ("Effective Date"), by and between **ROI-TAN ENTERPRISES, LLC**, a South Carolina limited liability company ("Landlord") and **ANASTOPOULO LAW FIRM, LLC**, a South Carolina limited liability company ("Tenant"). Landlord and Tenant agree as follows:

1. BASIC LEASE PROVISIONS.

Each reference in this Lease to this Section 1 or any portion hereof shall mean and refer to the following terms, the application of which shall be governed by the provisions in the remaining Sections of this Lease:

1.1 **Landlord:** ROI-TAN Enterprises, LLC

1.2 **Landlord's Address:** 1 Cool Blow Street, Suite 200, Charleston, SC 29403,
Attn: Lease Administration.

1.3 **Tenant:** Anastopoulos Law Firm, LLC

1.4 **Tenant's Address:** 2557 Ashley Phosphate Road, North Charleston, SC 29418.

1.5 **Premises Address:** 701 East Bay Street, Suite 304 Charleston, SC.

1.6 **Premises Square Footage:** 1,313 rentable square feet.

1.7 **Initial Term:** Five (5) years.

1.8 **Commencement Date:** The date Landlord Substantially Completes the Landlord Work and delivers possession of the Premises to Tenant, provided however, (a) the Commencement Date shall not be earlier than the Anticipated Delivery Date unless Tenant takes possession of the Premises on such earlier date and (b) the Commencement Date shall occur on the Anticipated Delivery Date if the Landlord does not Substantially Complete the Landlord Work on or before the Anticipated Delivery Date as a result of Tenant Delay, Long Lead Items or Specialty Items (provided, however, in no event shall Tenant be entitled to take occupancy of the Premises until the Landlord Work is Substantially Complete). Within three (3) days after the Commencement Date, Landlord and Tenant shall execute the Declaration of Commencement Date attached hereto as Exhibit C.

1.9 **Anticipated Delivery Date:** November 1, 2016.

1.10 **Rent Start Date:** Commencement Date.

1.11 **Base Rent:** Base Rent shall be as set forth below for the Initial Term:

Lease Year (Period of Time)	Base Rent Per RSF	Annual Base Rent	Monthly Base Rent
Months 1 - 12	\$34.00	\$44,642.00	\$3,720.17
Months 13 - 24	\$35.02	\$45,981.26	\$3,831.77
Months 25 - 36	\$36.07	\$47,360.70	\$3,946.72

Months 37 - 48	\$37.15	\$48,781.52	\$4,065.13
Months 49 - 60	\$38.27	\$50,244.96	\$4,187.08

1.12 (a) **Tenant's Proportionate Share (initial):** 0.62%

(b) **Tenant's Office Expense Share (initial):** 0.91%

1.13 **Base Year:** Calendar year 2016.

1.14 **Security Deposit:** \$11,160.51.

1.15 **Permitted Use:** General office space typical for a first class office building in Charleston, South Carolina. In no event shall alcohol be served on the Premises.

1.16 **Guarantor:** Akim Anastopoulos.

1.17 **Tenant Upfit Allowance:** Up to \$30.00 per rentable square foot for actual improvements made, subject to the terms hereof.

1.18 **Brokers:** Roadstead Real Estate Advisors, LLC and Palmetto Commercial Properties, LLC

2. DEFINITIONS.

2.1 **Definitions.** The capitalized terms set forth below, unless the context clearly requires otherwise, shall have the following meanings in this Lease:

"Additional Rent" means all rent and other charges due and owing under this Lease, other than Base Rent.

"Agents" means a party's authorized agents, representatives, consultants, contractors, partners, members, shareholders, subsidiaries, affiliates, directors, officers and employees, including without limitation, any additional insureds Landlord designates and any property manager, in the case of Landlord, and including Tenant's customers, subtenants, licensees, invitees and concessionaires (and their respective Agents) in the case of Tenant.

"Alterations" means any alterations, decorations, modifications, additions or improvements made in, on, about, under or contiguous to the Premises after the Commencement Date, including but not limited to, lighting, HVAC and electrical fixtures, pipes and conduits, transfer, storage and disposal facilities, partitions, drapery, wall coverings, shelves, cabinetwork, carpeting and other floor coverings, ceiling tiles, fixtures and carpentry installations.

"Anticipated Delivery Date" shall mean the date set forth in Section 1.9 above, as the same may be extended day for day by any Unavoidable Delay or Tenant Delay.

"Applicable Laws" means any and all laws, rules, regulations, guidelines, ordinances, statutes and restrictions or requirements of any governmental authority, board of insurance underwriters, utility companies or other similar bodies now or hereafter in effect.

"Applicable Rate" means twelve percent (12%) per annum.

"Building" means the building located on the Property and in which the Premises are located.

"Building Standard Electrical Capacity" means the watts per rentable square foot for convenience outlets, exclusive of ceiling lighting and base Building HVAC, as specified on Exhibit B-1.

"Casualty" is defined in Section 17.1.

"Claims" shall mean claims, liabilities, demands, causes of action, attorneys' fees, damages, judgments and expenses of any nature.

"Common Areas" shall mean all areas, improvements, space, equipment and special services in or at the Property provided by Landlord from time to time for the common or joint use and benefit of tenants, customers, and other invitees, including without limitation garage access roads, driveways, parking areas and entrances and exits, retaining walls, landscaped areas, truck serviceways or tunnels, loading docks, pedestrian walkways, atriums, walls courtyards, concourses, stairs (including exterior stairs), ramps, sidewalks, washrooms, signs identifying or advertising the Property, utility chases, maintenance and utility rooms and closets, hallways, lobbies, elevators and their housing and rooms, common window areas, walls and ceilings in Common Areas, and trash or rubbish areas outside of individual premises. Common Areas shall also include the exterior parking areas, landscaped areas and parking lot lighting located on the Property or over which Landlord has acquired rights of parking for the Building. Landlord reserves the right to add areas to, delete areas from, and/or modify the Common Areas, provided that Tenant shall have reasonable access to the Premises at all times, except in the event of emergency or imminent danger to health or property. Access to off-site parking facilities after normal business hours shall be in conjunction with other parkers allowed by the City of Charleston or the owner(s) of such off-site parking facilities.

"Construction Rider" means the rider between Landlord and Tenant regarding the construction of the Landlord Work set forth on Exhibit B attached hereto and incorporated herein.

"Core Factor" means 14.75%.

"Expiration Date" means the date the Initial Term expires.

"Historic Tax Credit Guidelines" is defined in Section 5.2.

"HVAC" means the heating, ventilating and air conditioning system serving the Premises and/or the Property.

"Landlord Work" shall mean the Base Building Work and the Tenant Upfit, as the same are more particularly described in the Construction Rider.

"Lease Year" shall mean the first (1st) twelve (12) full calendar months from and after the Commencement Date, and each twelve (12) month period thereafter during the Term. If the Commencement Date occurs on a date other than the first (1st) day of a calendar month, then such partial calendar month from and after the Commencement Date shall be included in the first (1st) Lease Year.

"Long Lead Items" shall mean any item (or material element thereof) of the Tenant Upfit which is either not typical for normal office use in Charleston, South Carolina or which, due to circumstances beyond the reasonable control of Landlord, or long lead times necessary for fabrication or delivery, will not be available at the Premises in time to be completed and installed prior to the required

date in the construction schedule for installation of such item in order to properly sequence Substantial Completion of the Landlord Work on or before the Anticipated Delivery Date.

"Mortgage" means any mortgage, deed of trust or other security interest having a lien on or covering the Property or any part thereof.

"Mortgagee" means any mortgagee, beneficiary or lender of a Mortgage.

"Notice" means each and every notice, communication, request, demand, reply or advice, or duplicate thereof, in this Lease provided or permitted to be given, made or accepted by either party to any other party, which shall be in writing and given in accordance with the provisions of Section 20.

"Part II Approval" means the "Part II" Approval from the State Historic Preservation Office and the Department of the Interior for both Federal and State Historic Tax Credits.

"Premises" means the premises shown and cross-hatched on Exhibit A-1 attached hereto.

"Project" shall mean the Property and any parking areas serving the Property.

"Property" means that certain real property, and all improvements thereon (including the Building), located within the boundaries of such property, shown on the Property Site Plan.

"Property Site Plan" means Exhibit A-2 attached hereto.

"Rent" shall mean Base Rent and Additional Rent.

"Rentable Area" and **"rentable square feet"** are defined as (i) Usable Area divided by (ii) one (1) minus the Core Factor.

"Rules and Regulations" means the rules and regulations described in Exhibit D and any modifications thereto reasonably promulgated by Landlord from time to time, provided such modifications do not unreasonably interfere with Tenant's use and enjoyment of the Premises.

"Specialty Items" means any data cabling, systems furniture, A/V equipment or security systems to be installed in the Premises by Tenant as part of the Tenant Upfit.

"Substantial Completion" and **"Substantially Completed"** means the Landlord Work, or repair of the Premises following a Casualty, having been sufficiently completed to meet the requirements for issuance of a certificate of occupancy (or temporary certificate of occupancy) by the City of Charleston, South Carolina. In the event of Long Lead Items, Tenant Delays or Specialty Items, Substantial Completion shall be deemed to have occurred on the date (as reasonably determined by Landlord) that the Landlord Work would have been Substantially Completed (i.e., other than punch list items) but for such Long Lead Items, Tenant Delays or Specialty Items.

"Tenant Delay" means any delay in Substantial Completion attributable to Tenant, including without limitation: (i) the failure of Tenant to timely comply with its obligations under this Lease or the Construction Rider, including any act or omission described as a Tenant Delay in the Construction Rider; (ii) Tenant's failure to timely pay any Excess Costs; (iii) the performance of any work or other activity in the Premises by any person or firm employed or retained by Tenant which hinders Landlord's performance hereunder; (iv) Long Lead Items and/or Specialty Items; (v) Change Orders; (vi) interference with or delay of the performance of the Tenant Upfit by Tenant or Tenant's

Agents, contractors or vendors; or (vii) any other act or omission of Tenant, which act or omission continues for twenty-four (24) hours after notice thereof is delivered to Tenant. In the event of Tenant Delays, the Substantial Completion Date and the Commencement Date shall be the date(s), as reasonably determined by Landlord, that the Landlord Work would have been Substantially Completed and/or the Commencement Date would have occurred, but for the Tenant Delay.

"Tenant's Office Expense Share" means that fraction, expressed as a percentage, the numerator of which is the number of rentable square feet of the Premises, and the denominator of which is the number of rentable square feet of all office space in the Building.

"Tenant's Personal Property" means Tenant's removable trade fixtures, furniture, equipment, inventory and other personal property located in or on the Premises.

"Tenant's Proportionate Share" means that fraction, expressed as a percentage, the numerator of which is the number of rentable square feet of the Premises, and the denominator of which is the number of rentable square feet of all office and retail space in the Building.

"Term" means the Initial Term and any extensions thereof.

"Unavoidable Delay" means any delay, interruption or prevention beyond the reasonable control of Landlord or Tenant, as the case may be, including, but not limited to, delay, interruption or prevention due to inclement weather, natural disaster, casualty, labor strikes or disputes, shortage of materials, labor or utility services (and at reasonable prices), national emergency, delays in governmental approvals, acts of God, governmental restrictions, fire, explosion, war, invasion, insurrection, rebellion or riots, or acts of terrorism.

"Usable Area" shall be measured in accordance with the Building Owners and Managers Association (BOMA) Standard Method of Measurement (ANSI/BOMA Z65.1-2010), Method A (Legacy) (the **"BOMA Standard"**). The BOMA Standard shall apply to Usable Area only and not to Rentable Area.

2.2 Other Definitions. Terms defined in the Basic Lease Provisions in Section 1 or elsewhere in this Lease or the exhibits, riders, schedules and attachments, unless the context clearly require otherwise, shall have the meanings as there given.

3. PREMISES.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises upon the terms, covenants, and conditions set forth in this Lease. The exact Usable Area of the Premises shall be subject to final measurement by Landlord's architect in accordance with the BOMA Standard, and if the resulting measurement produces a Rentable Area for the Premises other than 1,313 rentable square feet, then all economic terms contained in this Lease that are based on rentable square footage (to include, without limitation, Base Rent, Security Deposit, Tenant's Proportionate Share and Tenant Upfit Allowance) shall be adjusted accordingly.

4. TERM; DELIVERY OF PREMISES.

The initial term of the Lease (**"Initial Term"**) is the period set forth in Section 1.7, plus any initial partial calendar month, commencing on the Commencement Date (as defined in Section 1.8). Landlord agrees to Substantially Complete the Landlord Work and deliver possession of the Premises to Tenant on or before the Anticipated Delivery Date, subject, however, to the remaining terms of this Lease (including

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the terms of the Construction Rider and associated Exhibits). If Landlord fails to Substantially Complete the Landlord Work by the Anticipated Delivery Date, as such date may be extended for Tenant Delay, Long Lead Items, Specialty Items or Unavoidable Delay, then Landlord and its Agents shall not be liable or responsible for any claims, damages or liabilities arising in connection therewith or by reason thereof, nor shall Tenant be excused or released from this Lease on account thereof. In such event, the Commencement Date shall be extended as provided in Section 1.8. Neither Landlord nor its Agents have made any representations with respect to the Premises, the Building or the land upon which it is erected, except as expressly set forth herein or as may be agreed to, in writing, by both parties, and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession of the Premises by Tenant shall be conclusive evidence that Tenant accepts the same "as is", that all obligations imposed upon Landlord under this Lease have been fully performed and that the Premises were in good condition at the time possession was taken, except for punch list items as may be agreed upon in writing, by both parties prior to entry.

5. OPERATION OF TENANT'S BUSINESS.

5.1 Use. Tenant shall only use the Premises as set forth in Section 1.15.

5.2 Tenant's Business Operations. Tenant in its use of the Premises shall comply with the Rules and Regulations and all Applicable Laws and requirements of Landlord's fire rating organization and/or any insurer under any policy affecting any part of the Premises, now or hereafter in effect, and with the requirements of the historic tax credit guidelines (a copy of which is on file at the office of Landlord and available for review upon request of Tenant) (the "Historic Tax Credit Guidelines"), the conditions of the Part II Approval, and the South Carolina state historic tax requirements and the requirements for the tax credit available under the South Carolina Textiles Communities Revitalization Act.

5.3 Prohibited Acts. Tenant covenants that neither Tenant nor Tenant's Agents will (i) place any personal property, inventory or other articles in any entry to the Premises or in any area outside of the Premises; (ii) create or maintain, or allow others to create or maintain, any nuisances, including without limitation, loud noises, sound effects, offensive odors and smoke or dust in or about the Premises, or any other activity that disturbs the quiet enjoyment of any other tenant in the Building; (iii) place or maintain any signs or distribute handbills in any parking area; or (iv) commit any waste.

5.4 Signage. No sign, advertisement or notice (including without limitation those of a temporary nature) visible from the exterior of the Premises shall be inscribed, affixed or displayed without Landlord's prior written consent.

5.5 Hours of Operation. Tenant will have 24 hours a day, seven days a week, 52 weeks a year access to the Premises, subject to the terms and conditions of this Lease. The normal Building hours are 8AM until 6PM Monday through Friday and 10AM until 1PM Saturdays, federal holidays excluded ("Normal Building Hours").

6. RENT AND RENT PAYMENT.

6.1 Rent. Tenant's obligation to pay Base Rent shall begin on the Commencement Date. Tenant shall pay Base Rent in monthly installments, payable on or before the first (1st) day of each calendar month, in the amount set forth in Section 1.11, except that the first (1st) installment of Monthly Base Rent payable by Tenant hereunder shall be paid with execution of this Lease by Tenant. Should the Term begin or end on other than the first or last day of a calendar month, the amount of Rent for such partial month shall be prorated.

6.2 Payment of Rent. Tenant shall pay all Rent to Landlord at the Rent Payment Address specified in Section 1.2, or at such other address as Landlord may designate from time to time. Rent shall not be withheld for any reason, and is not subject to prior notice, demand, deduction or offset. Without prejudice to Landlord's rights to declare Tenant in default for failure to make timely payments, Landlord may, at its option, accept Rent after the due date. The acceptance of Rent by Landlord at any time shall not constitute a waiver of any right of Landlord.

6.3 Late Payment Charge. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent will cause Landlord to incur administrative and other costs, the exact amount of which will be extremely difficult to ascertain. A payment by Tenant of a five (5%) percent late charge shall be due as Additional Rent for any Rent not paid when due, provided that Landlord shall waive the late charge with respect to the first (1st) late payment in any twelve (12) month period, but only if Tenant makes such payment within five (5) days after the due date. Landlord and Tenant hereby agree that such late charge represents a fair and reasonable estimate of the cost Landlord shall incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any other rights and remedies.

6.4 Additional Rent. Tenant shall pay when due all Additional Rent, and if no time frame is specified in this Lease for payment of a particular Additional Rent amount, then Tenant shall pay such Additional Rent amount within fifteen (15) days after Landlord delivers to Tenant a notice therefor.

6.5 Taxes. Tenant shall pay before delinquency to the appropriate governmental authority any and all taxes, assessments, license fees and public charges levied, assessed or imposed at any time and which become payable during the Term upon Tenant's Personal Property whether or not such assessment is made against Tenant or against Landlord, either separately or as a part of the assessment of the Property, and whether any such item was installed by Landlord or Tenant.

7. REAL ESTATE TAXES AND OPERATING CHARGES.

7.1 (a) Commencing January 1, 2017 (the "Passthrough Start Date"), Tenant shall also pay as Additional Rent (i) Tenant's Proportionate Share of the amount by which the Operating Charges (as defined in Section 7.1(b)) incurred during each calendar year falling entirely or partly within the Term exceed the Operating Charges incurred in the Base Year, (ii) Tenant's Proportionate Share of the amount by which the Real Estate Taxes (as defined in Section 7.1(c)) incurred during each calendar year falling entirely or partly within the Term exceed the Real Estate Taxes incurred in the Base Year, and (iii) Tenant's Office Expense Share of the amount by which the Office Expenses (as defined in Section 7.1(d)) incurred during each calendar year falling entirely or partly within the Term exceed Office Expenses incurred during the Base Year. Tenant's Proportionate Share and Tenant's Office Expense Share shall increase or decrease to reflect increases or decreases in (x) the rentable square footage of the Premises, or (y) the total of all office space or retail space in the Building (whether by changing office space to retail space or common area, or vice versa, or otherwise).

(b) "Operating Charges" shall mean all costs and expenses incurred by Landlord in the ownership, operation, maintenance, repair and protection of the Project, including without limitation all of the following, as applicable: (1) electricity, gas, water, sewer and other utility charges of every type and nature; (2) premiums and other charges for insurance (including, but not limited to, property insurance, rent loss insurance and liability insurance); (3) all management fees incurred in the management of the Project (not to exceed five percent (5%) of gross revenue for the Project); (4) all costs incurred in connection with service and maintenance contracts; (5) maintenance and repair expenses and supplies; (6) amortization (calculated over the useful life of the improvement, with interest at Landlord's

cost of funds or (if the improvement is not financed) at the prime rate reported in The Wall Street Journal) for capital expenditures made by Landlord for the purpose of complying with legal or insurance requirements or that are intended to result in a net decrease (or reduction in increase) in Operating Charges; (7) salaries, wages, benefits and other expenses of Project personnel; (8) legal fees (except as excluded below), administrative expenses, and accounting, architectural and other professional fees and expenses; (9) costs of any service not provided to the Project on the Commencement Date but thereafter provided by Landlord in the prudent management of the Project; (10) charges (if any) for concierge, security, janitorial and cleaning services and supplies furnished to the Project; (11) costs associated with the provision or operation of any common facilities and service amenities; (12) the cost of maintaining management, engineering and/or maintenance offices in the Building (including the fair market rental value of the space devoted to such uses); (13) any personal property tax payable with respect to Landlord's property located at the Project that is used in connection with the maintenance, repair, or operation of the Project; and (14) costs incurred in implementing and operating any program to provide transportation between the Building and parking facilities serving the Building. Operating Charges shall not include (A) interest and amortization of mortgages or any other encumbrances; (B) ground rent (other than "net" elements of rent under a ground lease, such as maintenance and utility expenses, that would be included in Operating Charges in the absence of such ground lease); (C) depreciation of the Building; (D) income, franchise or other taxes imposed or measured by the net income of Landlord from the operation of the Building; (E) costs of preparing, improving or altering space for any new or renewal tenant; (F) leasing commissions; and (G) legal fees incurred in disputes with tenants or in connection with the sale, financing or leasing of the Building.

(c) "Real Estate Taxes" shall mean (1) all real estate taxes, including general and special assessments (including any business improvement district assessments), if any, which are imposed upon Landlord in connection with its ownership of the Building or assessed against the Building and/or the land upon which the Building is located (the "Land"), (2) any other present or future taxes or governmental charges that are imposed upon Landlord in connection with its ownership of the Building or assessed against the Building and/or the Land which are in the nature of or in substitution for real estate taxes, including any tax levied on or measured by the rents payable by tenants of the Building, and (3) Landlord's expenses (including reasonable or customary attorneys' and appraisers' fees) incurred in reviewing, protesting or seeking a reduction of Real Estate Taxes. Real Estate Taxes shall not include (i) capital stock, net income, franchise, documentary stamp, state transfer or gift taxes imposed upon Landlord, or (ii) interest (other than in connection with allowed installment payments) or penalties imposed for late payment by Landlord.

(d) "Office Expenses" shall mean the cost (including maintenance and repair of systems and equipment) of providing (i) electricity and water service to the office areas of the Building, (ii) HVAC service to the office areas of the Building, (iii) janitorial and cleaning service for the office areas of the Building, (iv) elevator service to the Building, (v) office interior repairs and maintenance, (vi) locks and keys, and (vii) any other expense primarily relating to or intended to benefit only the office areas of the Building.

7.2 (a) If the average occupancy rate for the Building during any calendar year (including the Base Year) is less than ninety-five percent (95%), or if any tenant is separately paying for any work or service (the cost of which would be included in Operating Charges if performed by Landlord), then Operating Charges for such calendar year shall be deemed to include all additional expenses, as reasonably estimated by Landlord, which would have been incurred during such calendar year if such average occupancy rate had been ninety-five percent (95%) and if Landlord paid for such work or service.

(b) If the average occupancy rate for the office areas of the Building during any calendar year (including the Base Year) is less than ninety-five percent (95%), or if any office tenant is separately paying for any expenses or for any work or service (the cost of which would be included in Office Expenses if performed or paid by Landlord), then Office Expenses for such calendar year shall be deemed to include all additional expenses, as reasonably estimated by Landlord, which would have been incurred during such calendar year if such average occupancy rate had been ninety-five percent (95%) and if Landlord paid for such expense or work or service.

(c) If during any calendar year (including the Base Year) the Building is not assessed during the entire calendar year as a fully constructed building with a vacancy no greater than a typical market vacancy (as used by the Charleston County tax assessor's office), then Real Estate Taxes for such calendar year shall be adjusted to equal the Real Estate Taxes that would have been levied on the Building during such calendar year if the Building had been assessed as a fully constructed building with a typical market vacancy (as used by the Charleston County tax assessor's office) for the entirety of such calendar year.

(d) In making the "gross ups" pursuant to Section 7.2(a) and Section 7.2(b), (i) only expenses which vary according to occupancy shall be adjusted, and (ii) in no event shall Landlord collect more than one hundred percent (100%) of Operating Charges, Office Expenses and Real Estate Taxes.

7.3 (a) Tenant shall make estimated monthly payments to Landlord on account of the increases in Operating Charges, Real Estate Taxes and Office Expenses that are expected to be incurred during each calendar year. From time to time, Landlord will submit a statement to Tenant setting forth Landlord's reasonable estimate of such increases and Tenant's Proportionate Share and Tenant's Office Expense Share thereof. Tenant shall pay to Landlord on or before the first day of each month following receipt of such statement, until Tenant's receipt of the succeeding annual statement, an amount equal to one-twelfth (1/12) of such share (estimated on an annual basis without proration pursuant to Section 7.4).

(b) Following the end of each calendar year, Landlord shall submit a statement showing (1) Tenant's Proportionate Share of the amount by which Operating Charges and Real Estate Taxes incurred during the preceding calendar year exceed the Operating Charges and Real Estate Taxes incurred in the Base Year, (2) Tenant's Office Expense Share of the amount by which Office Expenses incurred during the preceding calendar year exceed Office Expenses for the Base Year, and (3) the aggregate amount of estimated payments made by Tenant on account of such calendar year. Such statement shall include a reasonable breakdown of the components of Operating Charges, Real Estate Taxes and Office Expenses. If such statement indicates that the aggregate amount of such estimated payments made by Tenant exceeds Tenant's actual liability, then Tenant shall deduct the net overpayment from its next monthly rental payment. If such statement indicates that Tenant's actual liability exceeds the aggregate amount of such estimated payments made by Tenant, then Tenant shall pay the amount of such excess with the next monthly rental payment. The statement of Operating Charges, Real Estate Taxes and Office Expenses submitted by Landlord under this Section 7.3(b) shall become binding and conclusive if not contested by Tenant within sixty (60) days after it is rendered.

7.4 If the Passthrough Start Date occurs, or the Term expires, on a day other than the first day or the last day of a calendar year, respectively, then Tenant's liability for Tenant's Proportionate Share of Operating Charges and Real Estate Taxes incurred during each such calendar year and Tenant's Office Expense Share of Office Expenses incurred during such calendar year shall be apportioned by multiplying the amount of Tenant's liability therefor for the full calendar year by a fraction, the numerator of which is the number of days during such calendar year from and after the Passthrough Start Date falling within the Term, and the denominator of which is 365. Landlord reserves the right to equitably

allocate in good faith, and consistent with sound accounting principles accepted in the commercial real estate industry, particular expenses for amenities, services or utilities in the Building among different tenants ("Cost Pools") based upon the benefits and usage of such amenities, services or utilities, such that each tenant pays an appropriate share of such expenses.

8. UTILITIES.

Landlord, as part of Operating Charges, shall provide (i) electricity sufficient for the Building Standard Electrical Capacity, (ii) normal amounts of water and sewage disposal, and (iii) during Normal Building Hours, base Building HVAC in accordance with Exhibit B-1. Tenant shall be responsible for all service costs and installations of all telephone or data services, and Landlord shall have no responsibility or liability with respect thereto. Landlord shall not be liable for the failure of operation of any utility services, nor shall any such failure be construed as an eviction of Tenant or relieve Tenant from Tenant's obligations under this Lease, provided that if any interruption or cessation of any Landlord Utility occurs and is within Landlord's reasonable control, extends for five (5) consecutive business days, renders the Premises untenantable, and as a result thereof Tenant ceases business operations in the Premises, then Base Rent and Additional Rent for Operating Charges, Office Expenses and Real Estate Taxes shall abate thereafter until such Landlord Utility is restored (or Tenant recommences business operations in the Premises, if earlier).

Landlord shall provide HVAC service after Normal Building Hours, so long as Tenant delivers to Landlord written notice by 1:00 p.m. on weekdays for after-hours service on the next workday, by 1:00 p.m. on the day before a holiday for service on a holiday, and by 1:00 p.m. Friday for after-hours service on Saturday or for service on Sunday. Tenant shall pay for such after-hours HVAC service at the Building rate in effect from time to time.

If, in Landlord's reasonable opinion, Tenant uses any utility (other than electricity, which is provided for below in this Section 8) in excess of what a typical office user would use during Normal Building Hours or in an unreasonable manner, Landlord may install meters measuring the quantity of such utility used in the Premises and Tenant on demand shall pay Landlord, as Additional Rent, (i) all costs incident to said installation and necessary appurtenances thereto and (ii) the amount by which the cost of the utility used exceeds the amount Landlord reasonably budgets for Tenant's use. In "reasonably budgeting" for Tenant's use, Landlord shall be entitled to assume normal and customary office use consumption during Normal Building Hours.

In addition, Landlord may require that one or more separate meters be installed to record the consumption or use of electricity, or shall have the right to cause a reputable independent electrical engineer to survey and determine the quantity of electricity consumed by any excessive use. The cost of any such survey or meters and of installation, maintenance and repair thereof shall be paid for by Tenant, and if the usage exceeds Building Standard Electrical Capacity, then Landlord, at Tenant's expense (to be reimbursed as Additional Rent) may install a meter or submeter measuring such usage. Tenant agrees to pay Landlord (or the utility company, if direct service is provided by the utility company), promptly upon demand therefor, for all such electric consumption and demand as shown by said meters, or a flat monthly charge determined by the survey, as applicable, at the rates charged for such service by the local public utility company.

9. MAINTENANCE AND REPAIR OF PREMISES.

Tenant shall at all times keep the Premises and all improvements, fixtures, equipment and appurtenances therein clean and in good order, condition and repair, including periodic painting, and shall not cause or permit any waste, injury or damage thereto. Landlord shall maintain the exterior and

structural components of the Building and Common Areas in good operating order and repair, provided, however, Tenant shall reimburse Landlord for the cost incurred by Landlord to maintain, repair and replace any of the foregoing if and to the extent the need therefor is caused by the actions or negligence of Tenant or Tenant's Agents.

10. PARKING.

Landlord shall ensure that Tenant will have available to it zero (0) parking permits on the Property and, subject to this Section 10, two (2) parking permits on other parcels within reasonable proximity to the Property during Normal Building Hours (the "Required Parking"). The Required Parking shall be paid for by Tenant at the then current prevailing rate (reserved or non-reserved, as applicable) as such rate may vary from time to time. The initial charge for such parking permits shall be \$0.00. Subject to availability, Tenant shall have the option to obtain additional parking permits on the Property and/or on other parcels within reasonable proximity to the Property as determined by Landlord in its sole discretion during Normal Building Hours to be paid for by Tenant at the rate of Seventy Five and NO/100 Dollars (\$75.00) per permit per month for Months 1-12. If Tenant fails to request any of such permits within thirty (30) days after the Commencement Date, or fails to continuously use any such permits throughout the Term, then Tenant shall have no further rights to such permits. If Tenant does not timely pay the charges for said parking permits, Tenant shall have no further right to such parking permits, and parking for such vehicles shall be subject to the daily rates then in effect. The use of such parking permits shall be subject to all rules and regulations reasonably adopted by Landlord, or adopted by the owner of such other parcel(s). Tenant, its agents, employees and invitees shall park only in areas designated by Landlord, and shall comply (and shall cause its employees to comply) with Landlord's reasonable parking directions. Without Landlord's prior written consent, there shall be no overnight parking of any vehicles of any kind. Landlord shall have the right from time to time to reserve parking spaces on the surface parking lot of the Property for other users or invitees of the Building. If for any reason Landlord's parking contract with the City of Charleston or any other owner is terminated, then Landlord shall use commercially reasonable efforts to replace such lost permits with other off-site parking permits in locations within reasonable proximity to the Property, and not then owned, controlled or contracted for by Landlord. Landlord shall not be liable for any Claims due to any reduction or relocation of off-site parking spaces, nor shall any reduction or relocation of off-site parking spaces affect Tenant's obligations under this Lease.

11. SUBORDINATION AND ESTOPPEL CERTIFICATES.

11.1 Subordination. The rights of Tenant shall be and remain subordinate to the lien of and rights under any current or future Mortgage or ground or master lease affecting the Premises and/or the Property during the Term, and any renewal or modification thereto. This subordination shall be effective without the necessity of any additional document being executed by Tenant; however, if requested by Landlord or any Mortgagee, Tenant shall execute and deliver within ten (10) days after such request in the form requested by Landlord, or any Mortgagee (provided such form is commercially reasonable), any additional documents evidencing the priority or subordination of this Lease with respect to the lien of any such Mortgage. Tenant's failure to timely execute and deliver any such subordination document shall be deemed Tenant's agreement to the provisions of such document. If Landlord's interest in the Premises is acquired by any Mortgagee or its designee, or in the event any foreclosure or in the event a conveyance in lieu of foreclosure is made for any reason, Tenant shall, notwithstanding any subordination and upon the request of the resulting successor-in-interest to Landlord, attorn to and become the tenant of such successor-in-interest and recognize such successor-in-interest as the Landlord under this Lease. In such event and provided that Tenant is not in default, this Lease shall not terminate so far as the Tenant continues to pay the Rent required by this Lease and otherwise performs and observes

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all of the terms, covenants, conditions and provisions of this Lease to be performed and observed by or on behalf of Tenant.

Tenant agrees that upon such attornment to such successor-in-interest, such successor-in-interest shall not be (1) bound by any payment of Base Rent or Additional Rent for more than one (1) month in advance, (2) bound by any assignment and subletting (for which Landlord's consent is required) or amendment to this Lease made without the written consent of the Mortgagee, (3) liable for any act or omission or warranty of any prior landlord (including Landlord), (4) liable for (a) the breach of any representation or warranty made by any prior landlord (including Landlord), (b) any obligation relating to construction of improvements by any prior landlord (including Landlord), or (c) any release of Hazardous Materials not caused by such successor-in-interest after such attornment, (5) liable for return of the Security Deposit, except to the extent the Security Deposit has actually been received by the Mortgagee or successor-in-interest, or (6) subject to any offsets or defenses which Tenant might have against any prior landlord, provided, however, that after succeeding to Landlord's interest under this Lease, such successor-in-interest shall perform in accordance with the terms of this Lease all obligations of Landlord arising after the date such successor-in-interest acquires title to the Building.

Tenant waives the provisions of any law or regulation, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event that any such foreclosure or termination or other proceeding is prosecuted or completed. Anything contained in the provisions of this Section 11.1 to the contrary notwithstanding, any Mortgagee may at any time subordinate the lien of its mortgage to the operation and effect of this Lease without obtaining the Tenant's consent thereto, by giving the Tenant written notice thereof, in which event this Lease shall be deemed to be senior to such mortgage without regard to their respective dates of execution, delivery and/or recordation among the land records and thereafter such Mortgagee shall have the same rights as to this Lease as it would have had, were this Lease executed and delivered before the execution of such mortgage.

Upon any default on the part of Landlord, Tenant shall give notice by registered or certified mail to any Mortgagee who has provided Tenant with notice of its interest together with an address for receiving notice, and shall offer such Mortgagee a reasonable opportunity to cure the default (which, in no event shall be less than thirty (30) days), including time to obtain possession of the Premises by power of sale or a judicial foreclosure, if such should prove necessary, to effect a cure. Tenant hereby acknowledges that it is hereby notified that PNC Bank, National Association is (or is intended to be) the first Mortgagee and the address to which notice of any default on the part of Landlord shall be given is PNC Bank, National Association, 800 17th Street, 3rd Floor, Washington, DC 20006, Attention: Casey Brill, with a copy to PNC Bank, National Association, 500 First Avenue, 4th Floor, MS: P7-PFSC-04-V, Pittsburgh, PA 15219, Attention: Matt Koval. Tenant agrees that each Mortgagee to whom this Lease has been assigned by Landlord is an express third party beneficiary of this Lease. Tenant shall not make any prepayment of Rent more than one (1) month in advance without the prior written consent of such Mortgagee. Tenant waives any right under any present or future law to the collection of any deposit from such Mortgagee or any purchaser at a foreclosure sale of such Mortgagee's interest unless such Mortgagee or such purchaser shall have actually received and not refunded the deposit. Tenant agrees to make all payments under this Lease to the Mortgagee with the most senior encumbrance upon receiving a direction, in writing, to pay said amounts to such Mortgagee and Landlord hereby authorizes such payments without consent by Landlord (but upon notice to Landlord, such notice to contain a copy of the Mortgagee's written direction for direct payment) and waives any rights to such amounts or rights or claims against Tenant therefor. Tenant shall comply with such written direction to pay without determining whether an event of default exists under such Mortgagee's loan to Landlord.

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11.2 Estoppel Certificates. Within ten (10) days after written request by Landlord or any Mortgagee, Tenant shall, from time to time, execute and deliver estoppel certificates in the form and certifying such matters with respect to this Lease, as Landlord or any such Mortgagee may reasonably request. Tenant's failure to timely execute and deliver any such estoppel certificates shall be deemed Tenant's certification of the statements in such certificate.

12. ALTERATIONS, CHANGES, AND ADDITIONS.

12.1 Consent Required. The provisions of this Section 12 do not apply to the Tenant Upfit performed by Landlord pursuant to Exhibit B-2. Tenant shall not make any Alterations to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, so long as such Alterations will not be visible from the exterior of the Premises, affect the Base Building systems or structure, or affect the Part II Approval. Any Alterations to or on the Premises shall, at the option of Landlord, remain for the benefit of and become the property of Landlord upon the expiration or termination of this Lease or be removed (at Tenant's cost and expense) with any damage resulting from such removal to be repaired by Tenant and at Tenant's cost and expense. Tenant shall not remove any Alterations without Landlord's prior written permission.

12.2 Permitted Alterations. Notwithstanding Section 12.1, and subject to the following provisions of this Section 12, Tenant may install, at its expense and without Landlord's written consent, trade fixtures, movable partitions, furniture, equipment, and other personal property and may remove the same at any time prior to the expiration or termination of this Lease, provided Tenant always maintains the Premises fully equipped and fixtured and professional in appearance. If any damage is caused to the Premises by Tenant's removal of any property, Tenant shall bear the cost of repair of such damage.

12.3 Requirements. Tenant, at its sole cost and expense, shall provide Landlord with a copy of the original or revised full-floor architectural, mechanical, electrical and plumbing plans ("Tenant's Alteration Plans") for the floor or floors on which the Alterations are to be made, revised to show Tenant's proposed Alterations. Tenant's Alteration Plans shall include a partition plan, a reflected ceiling plan and power, telephone and data outlet locations. Tenant shall deliver to Landlord two (2) full size and two (2) half-size hard copy sets, one (1) disc (CAD) plus one (1) electronic version (CAD) of Tenant's Alteration Plans in sufficient detail for Tenant to obtain a building or construction permit from the applicable governmental authorities. Approval by Landlord of Tenant's Alteration Plans shall not constitute implication, representation or certification by Landlord that Tenant's Alteration Plans are accurate, sufficient, efficient, or in compliance with insurance requirements or applicable Laws, including building code compliance and the ADA, the responsibility of which belongs solely with Tenant.

All work performed by or on behalf of Tenant in or about the Premises shall be done in compliance with all Applicable Laws, in a good and workmanlike manner and, once started, diligently prosecuted to completion. All contractors or subcontractors performing Alterations shall be subject to Landlord's prior written approval. Tenant and all contractors and subcontractors performing Alterations shall comply with Landlord's reasonable site rules and construction directions in effect from time to time. Tenant and any contractors or subcontractors of Tenant shall carry any insurance Landlord may reasonably require (including as specified in Exhibit E) covering any Alterations and related work, and deliver to Landlord evidence thereof prior to commencement of construction. Copies of required building permits or authorizations shall be obtained by Tenant at its expense and copies thereof shall be provided to Landlord prior to commencement of construction. No locks shall be installed on the entrance doors or in any doors in the Premises that are not keyed to the Building master key system. Tenant shall pay to Landlord a construction supervisory fee in an amount equal to the greater of One Thousand Dollars (\$1,000.00) or two percent (2%) of the cost of any Alterations, as Additional Rent due and payable within

thirty (30) days after Landlord approves such Alterations. In addition, Tenant agrees that any costs incurred by Landlord to consult its architects, engineers or other consultants, prior to giving its consent, shall be Additional Rent due and payable by Tenant to Landlord within thirty (30) days after rendition of a bill therefor. Tenant shall reimburse Landlord for the cost of the Building engineer's time and services provided after Normal Building Hours in connection with Alterations and any other reasonable costs actually incurred by Landlord in connection with the Alterations, as Additional Rent due and payable within thirty (30) days after Landlord delivers an invoice(s) therefor. Landlord shall not be liable for any damages or losses caused by Tenant's contractors, and Tenant agrees to pay any and all expenses, claims or damages to person or property which may arise directly or indirectly by reason of making any Alterations.

12.4 Liens. Tenant shall not permit any mechanics', materialmen's or other liens to be filed against the Premises, any portion of the Property, nor against Tenant's leasehold interest for work done by or on behalf of Tenant. If any such lien is filed against the Premises, the Building or the Property for work claimed to have been done for Tenant or materials claimed to have been furnished to Tenant, Tenant, at its sole cost and expense, within ten (10) days, shall discharge the same (either by payment or by "bonding off" in accordance with SC Code section 29-5-110, as amended). If Tenant fails to timely discharge any such lien, Landlord may, at its option, discharge the same and treat the cost thereof as Additional Rent, due and payable by Tenant upon demand by Landlord.

12.5 Historic Tax Credit Guidelines. The foregoing, or anything else contained herein to the contrary notwithstanding, any and all Alterations and other improvements performed (including, without limitation, signage) by or on behalf of Tenant must comply with the requirements of the Historic Tax Credit Guidelines including, but not limited to, the following:

(a) No Alterations, improvements and/or additions shall be made to the exterior face of the Building, including but not limited to all window and door systems, exterior masonry walls, loading docks and existing roof systems.

(b) No Alterations, improvements and/or additions shall be made to the existing historic interior shell surfaces and finishes and under no condition shall new interior Tenant Alterations, improvements and/or additions be attached to the existing historic interior surfaces in such a manner that will permanently alter those surfaces such that the removal of those Tenant Alterations, improvements and/or additions will permanently damage the original historic surfaces.

12.6 Equipment. Any equipment desired by Tenant (such as supplemental air conditioning units) in excess of the base Building equipment specified in the Core and Shell Specifications set forth on Exhibit B-1 shall be installed by Tenant at its expense (or at Landlord's option, in its sole discretion, by Landlord at Tenant's expense, such expense not to exceed what Tenant would have paid for purchase and installation of the equipment) and subject to Landlord's prior written approval. Tenant shall not install any equipment or machinery which may cause Tenant's electrical consumption in the Premises to exceed the Building Standard Electrical Capacity, or which may necessitate any changes, replacements or additions to, or in the use of, the water, heating, plumbing, air conditioning or electrical systems of the Building, or which would overload existing circuitry, without obtaining the prior written consent of Landlord. All supplemental HVAC units serving the Premises (if approved by Landlord) shall be separately metered or submetered for electricity and chiller/condenser water usage (if provided by Landlord) by Tenant at its expense. If metered, Tenant shall pay such electric charges directly to the applicable utility. If submetered, Landlord shall bill Tenant periodically based upon the actual consumption of electricity as recorded by such submeter, and Tenant shall pay the amount of each such bill as Additional Rent within fifteen (15) days after delivery from time to time. Tenant at its expense shall obtain all required BAR approvals for its equipment.

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Additionally, Tenant shall not install or operate in the Premises any electrically operated equipment or machinery that operates on greater than 120 volt power without the prior written consent of Landlord. Landlord may condition such consent upon the payment by Tenant of additional rent in compensation for the cost of any additional wiring or apparatus that may be occasioned by the operation of such equipment or machinery. Any individual piece of electrically operated machinery or equipment having a name plate rating in excess of two (2) kilowatts shall be deemed as requiring excess electric current, and shall be separately metered by Tenant and operated at Tenant's sole expense.

If Tenant's equipment results in electrical demand in excess of the Building Standard Electrical Capacity, or which would overload existing circuitry, additional transformers, distribution panels, wiring and other equipment (including submetering equipment) may be required and, if so required and if first consented to by Landlord, the same shall be installed by Landlord at Tenant's expense, said expense being an item of Additional Rent due ten (10) days after rendition of a bill therefor. No such equipment so installed shall be deemed to be Tenant's Personal Property. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building to such a degree as to be objectionable to Landlord or to any tenant in the Building shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to reduce such noise and vibration to a level reasonably satisfactory to Landlord. Tenant shall maintain service contracts upon any mechanical systems installed in the Premises by or for Tenant, with contractors reasonably approved by Landlord, and shall deliver to Landlord copies of any such service contracts. In no event shall Tenant install any equipment that does not comply with the requirements of the Historic Tax Credit Guidelines.

12.7 Floor Loads. Landlord shall have the right to prescribe the maximum weight and position of safes and other heavy equipment or fixtures that Tenant desires to install in the Premises, and any consulting fees or other expenses incurred by Landlord regarding same will be at Tenant's expense, the same to be paid as Additional Rent within thirty (30) days after the rendition of a bill therefor.

12.8 Cabling. All wiring, cabling or conduit and/or cable bundles installed in the Premises or the Building by or at the request of Tenant shall: (a) be plenum rated and/or have a composition suited for its use in accordance with NFPA 70/National Electrical Code; (b) be "low combustible" cable or wiring, as applicable; (c) be labeled with Tenant's name and the use to which such wiring or cabling, as applicable, is being put every thirty (30) linear feet (and at the point of origination and destination as well) in order to identify such cabling or wiring as belonging to Tenant, (d) be installed in accordance with, and comply with the requirements of, the EIA/TIA standards, the National Electric Code and any other fire and safety codes applicable to the Building, and (e) be installed and routed in accordance with a routing plan, approved in writing by Landlord, prior to installation, showing "as built" or "as installed" configurations or cable pathways, outlet identification numbers, locations of all wall, ceiling and floor penetrations, riser cable routing and conduit routing if applicable. In all events Tenant shall remove its cabling at the end of the Term.

13. ENTRY BY LANDLORD.

Landlord, Landlord's Agents and any Mortgagee (including PNC Bank, National Association) shall have the right, but not the duty, to enter the Premises at reasonable times to inspect the Premises, to take samples and conduct environmental investigations, to post notices of non-responsibility and similar notices and signs indicating the availability of Premises for sale, to show the Premises to interested parties such as prospective lenders and purchasers, to make Alterations, run conduit, lines or piping to service other areas, or perform maintenance, replacement and repairs, to perform Tenant's obligations as permitted herein when Tenant has failed to do so, all without liability to Tenant. Such entry by Landlord

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(or Landlord's Agents or Mortgagee) shall be conducted in a manner such as to minimize disturbance to Tenant's business operations, provided that Landlord shall not be required to conduct such entry after Normal Building Hours. Landlord (or Landlord's Agents or Mortgagee) shall give Tenant reasonable notice of any entry, except no notice shall be required in the event of an emergency, or routine maintenance or janitorial service. Within one hundred eighty (180) days before the expiration of the Term or during the pendency of an uncured Event of Default, Landlord (or Landlord's Agents or Mortgagee) may place upon the Property reasonable signs indicating the availability of Premises for lease and may show the Premises to prospective tenants provided that such showings do not unreasonably interfere with Tenant's business operations. Landlord, Landlord's Agents and any Mortgagee shall at all times have the right to retain a key which unlocks all of the doors in the Premises, excluding Tenant's vaults and safes. Landlord, Landlord's Agents and any Mortgagee shall have the right to use any and all means which Landlord may deem proper in an emergency to obtain entry to the Premises.

14. ASSIGNMENT AND SUBLETTING.

14.1 Consent Required.

(a) Tenant shall not, without the prior written consent of Landlord in each instance, (i) assign or otherwise transfer, mortgage or otherwise encumber this Lease or any of its rights hereunder (any of the foregoing in this clause (i) shall be deemed to be, and shall hereinafter be referred to as, an "Assignment," and the respective third party an "Assignee"), (ii) sublet the Premises or any part thereof, or permit the occupancy or use of the Premises or any part thereof (whether by sublease, license, concession or otherwise) by any persons other than Tenant, its agents or employees (any of the foregoing in this clause (ii) shall be deemed to be, and shall hereinafter be referred to as, a "Subletting," and the respective third party a "Subtenant"), or (iii) permit an Assignment by operation of law. Subject to the following provisions of this Section 14.1(a), and so long as there is no uncured Event of Default, Landlord's consent to a proposed Assignment or Subletting shall not be unreasonably withheld, conditioned or delayed. In determining whether to grant or withhold its consent, Landlord shall be entitled to consider, without limitation as to the generality of the foregoing, factors such as the compatibility and synergy of the proposed subtenant or assignee with other uses and users of the Building, the aims and goals of the Building and its marketability to prospective tenants for space in the Building which might be adversely affected by such Subtenant or Assignee, whether such Subtenant or Assignee will harm existing financing of the Building or the prospects for future financing of it, and the creditworthiness and financial capabilities of such Subtenant or Assignee. Any Assignment or Subletting of this Lease or the Premises or any portion thereof, either voluntarily or involuntarily, whether by operation of law or otherwise without the prior, written consent of Landlord shall be null and void and shall, at Landlord's election, constitute an Event of Default under this Lease. Landlord's acceptance or collection of rent from any Assignee or Subtenant shall not be construed as a consent to or acceptance of such Assignee or Subtenant.

(b) If Tenant is a corporation, partnership, limited liability company or other entity ("Entity"), the transfer by sale, assignment, bequest, inheritance or operation of law or other disposition of any part or all of its ownership interests, or the ownership interests of any Entity owning ownership interests in Tenant representing effective voting control of Tenant, so as to result in a change in the present effective voting control of Tenant or of such other Entity by the individual or individuals owning a majority of such ownership interests on the date of this Lease shall be deemed an Assignment subject to the provisions of this Section 14; provided, however, that this paragraph shall not apply if Tenant or such other Entity is a publicly traded corporation.

(c) If at any time Tenant wants to Assign this Lease or Sublet all or part of the Premises, then Tenant shall deliver to Landlord written notice thereof (the "Transfer Request Notice").

Each Transfer Request Notice shall identify (i) the name of the proposed Assignee or Subtenant, (ii) the area proposed to be Sublet (the "Proposed Sublet Space") for a proposed subletting of a portion of the Premises; (iii) the term and economic provisions of the proposed transaction, (iv) a description of the relevant retail experience of the proposed Assignee or Subtenant, and (v) current financial statements of the proposed Assignee or Subtenant (certified by its chief financial officer) including without limitation income statement, balance sheet and cash flow statement.

If Tenant delivers a Transfer Request Notice, then Landlord shall have the right to terminate this Lease (or terminate this Lease with respect to the Proposed Sublet Space, as applicable). Landlord may exercise such right only by sending Tenant written notice (the "Recapture Notice") within twenty (20) days after Landlord's receipt of the Transfer Request Notice. If Landlord timely delivers the Recapture Notice, then (1) Tenant shall tender the Premises (or Proposed Sublet Space, as applicable) to Landlord on a date specified in Landlord's notice (not less than thirty (30) days nor more than sixty (60) days after the date of such notice), and (2) the Lease Term shall terminate (or terminate with respect to the Proposed Sublet Space, as applicable) on such specified date.

If Landlord does not timely deliver a Recapture Notice, then Tenant shall be entitled to seek an acceptable Assignee, or Subtenant for the Proposed Sublet Space, for a sublease term no longer than that set forth in the Transfer Request Notice. If such an Assignee or Subtenant acceptable to Landlord has not been found by Tenant and submitted for Landlord's approval within one hundred eighty (180) days from the date of the most recent Transfer Request Notice, Tenant shall not be entitled to enter into any Assignment or Sublease without first submitting a new Transfer Request Notice to Landlord and affording Landlord an opportunity to exercise termination rights as set forth in this Section 14.1(c).

(d) If Landlord gives Tenant its consent to an Assignment or Subletting of all or a portion of the Premises to a third party, then fifty percent (50%) of any Rent or other payment due to Tenant as the result of any such Assignment or Subletting which is in excess of the Rent then payable by Tenant under the Lease shall be paid by Tenant to Landlord, monthly, as Additional Rent. During the term of such Assignment or Subletting, Tenant, within fifteen (15) days after the end of each quarter-annual period, shall provide Landlord with quarterly statements, certified by Tenant's chief financial officer, stating the amounts received by Tenant from such Assignment or Subletting during such quarter-annual period.

14.2 Generally. If Landlord consents to any Assignment or Subletting, such consent shall not constitute a waiver of any of the restrictions of this Section 14, which shall apply to each successive Assignment of this Lease or Subletting of the Premises (or portion of the Premises), if any. In no event shall Landlord's consent to an Assignment or Subletting or collection of rent from an Assignee or Subtenant (i) affect the continuing primary liability of Tenant or any Guarantor (which, following Assignment, shall be joint and several with the Assignee(s)), or relieve Tenant or any Guarantor of any its obligations hereunder, or (ii) relieve Tenant or any Assignee or Subtenant from the obligation of obtaining Landlord's prior written consent to any further Assignment or Subletting. If Landlord consents to an Assignment under this Section 14, such Assignment shall not be effective until the Assignee executes and delivers to Landlord an agreement, in form and substance reasonably satisfactory to Landlord, whereby the Assignee assumes all of Tenant's obligations pursuant to this Lease, and whereby the Assignee agrees that the provisions contained in this Lease shall, notwithstanding such Assignment, continue to be binding upon it with respect to all future Assignments. If Landlord consents to a Subletting under this Section 14, such Subletting shall not be effective until the Subtenant executes and delivers to Landlord a sublease consent agreement in form and substance satisfactory to Landlord. Tenant hereby collaterally assigns to Landlord any rent due from any Assignee or Subtenant as security for Tenant's performance of its obligations pursuant to this Lease. Tenant authorizes each such Assignee and Subtenant to pay such rent directly to Landlord if such Assignee or Subtenant receives written notice from

Landlord stating that an Event of Default exists under this Lease and specifying that such rent shall be paid directly to Landlord. Any such payments made by any Assignee or Subtenant shall be credited against the monthly amounts owed by Tenant under this Lease. Each Sublease shall provide that, at Landlord's election, the Subtenant agrees to attorn to Landlord or enter into a direct lease with Landlord on the same terms as the Sublease in the event this Lease is terminated by reason of an Event of Default by Tenant. All restrictions and obligations imposed pursuant to this Lease on Tenant shall be deemed to extend to any Subtenant or Assignee, and Tenant shall cause such persons to comply with all such restrictions and obligations.

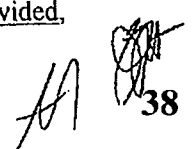
Tenant shall be responsible for any reasonable costs and expenses, including reasonable legal fees, incurred by Landlord in connection with any proposed or purported Assignment or Subletting, whether or not such Assignment or Subletting is actually concluded; such costs and expenses shall be Additional Rent due at the time and as a condition of Landlord's consent to such Assignment or Subletting.

Anything contained in the foregoing provisions of this Section 14 to the contrary notwithstanding, neither Tenant nor any other person having an interest in the possession, use, occupancy or utilization of the Premises shall enter into any Assignment or Subletting for use, occupancy or utilization of the Premises or any portion thereof (i) by a governmental entity or a person or entity enjoying sovereign or diplomatic immunity; (ii) as a classroom or other use (including food preparation or cafeteria uses) which, in Landlord's sole opinion, may attract a volume, frequency or type of visitor or employee to the Building which is not consistent with the standards of a high-quality office building; or (iii) by any occupant of the Building or any party with whom Landlord is then negotiating to occupy space within the Building or has conducted such negotiations within the six (6) month period prior to such proposed assignment or subletting.

14.3 Transfer of the Premises by Landlord. Upon any conveyance of the Premises or assignment by Landlord of this Lease, Landlord shall be and is hereby entirely released from all liability under any and all of its covenants and obligations contained in or derived from this Lease from actions or inactions occurring after the date of such conveyance or assignment, and Tenant agrees to attorn to any entity purchasing or otherwise acquiring Landlord's interest in the Premises or this Lease.

15. DEFAULT AND REMEDIES.

15.1 Tenant's Default. At the option of Landlord, a default under this Lease by Tenant shall exist if any of the following events occur (each is called an "Event of Default"): (a) Tenant fails to pay Rent, or any payment required by this Lease, when same is due; provided, however, that Landlord shall not exercise its remedies with respect to the first (1st) late payment in any twelve (12) month period, unless such failure continues for five (5) days after Landlord delivers to Tenant notice of such non-payment; (b) Tenant vacates or abandons all or substantially all of the Premises; (c) Tenant is dismissed or expelled from the Premises by or under any authority other than Landlord and is not reinstated to the Premises within ten (10) days thereafter; (d) Tenant or any Guarantor files a voluntary petition or institutes any proceedings in bankruptcy or under any insolvency laws seeking to effect a reorganization or a composition with its creditors; (e) any bankruptcy or insolvency proceedings are commenced against Tenant or any Guarantor, a receiver or trustee is appointed for the assets of Tenant or any Guarantor; or Tenant's leasehold estate is taken on execution or by any process of law and such actions are not stayed or dismissed within thirty (30) days of the filing thereof; (f) Tenant fails to comply with the provisions of Section 5, Section 11, Section 14 or Section 16 and such failure continues for three (3) business days after Landlord delivers notice thereof to Tenant; (g) Tenant or any Guarantor is dissolved or liquidated; or (h) Tenant fails to observe or perform any other provision under this Lease and such failure is not cured within ten (10) days after delivery of written notice thereof to Tenant, provided,

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however, if the nature of Tenant's obligation is such that more than ten (10) days are required for its performance, then Tenant shall not be deemed in default if it shall commence such performance within such ten (10) day period and thereafter diligently prosecutes the same to completion, provided in all events that such default is cured within sixty (60) days from the date of Landlord's notice, and provided further that Tenant delivers to Landlord written reports, no less frequently than weekly, specifying in detail Tenant's diligent efforts to cure the default and the estimated date of cure. The notices required by this Section 15.1 shall be in lieu of, and not in addition to, and Tenant hereby waives any notice to quit or other notice required under law.

15.2 Landlord's Remedies. Upon the occurrence of an Event of Default, then, in addition to and without waiving any other rights and remedies available to Landlord in law or in equity or otherwise provided in this Lease, Landlord may, at its option, cumulatively or in the alternative exercise the following remedies:

(a) Landlord may terminate this Lease or terminate Tenant's right to possession of the Premises, in which case this Lease (or Tenant's right to possession of the Premises, as applicable) shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. No act by Landlord other than giving written notice to Tenant of Landlord's election to terminate this Lease or Tenant's right to possession of the Premises shall terminate this Lease (or Tenant's right to possession of the Premises, as applicable). Termination of this Lease or Tenant's right to possession of the Premises shall not relieve Tenant of any obligation under this Lease that has accrued prior to the date of such termination nor of the obligation for Rent that would have accrued but for such termination. Upon such termination, Landlord shall have the right to re-enter the Premises, and remove all persons and property, and Landlord shall also be entitled to recover from Tenant:

(i) The worth at the time of the award of any unpaid Rent which had been earned at the time of termination;

(ii) The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of the award exceeds the amount of the loss of such Rent that Tenant proves could have been reasonably avoided;

(iii) The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of the award exceeds the amount of the loss of such Rent that Tenant proves could have been reasonably avoided;

(iv) Any other amount required to compensate Landlord for damages incurred by Tenant's failure to perform its obligations under this Lease including, but not limited to, the cost of recovering possession of the Premises, commissions and other expenses of reletting, including repair, renovation, improvement and alteration of the Premises for a new tenant, the unamortized portion of any brokerage commissions funded by Landlord in connection with this Lease, the cost of rectifying any damage to the Premises occasioned by the act or omission of Tenant and, reasonable attorneys' fees, and

(v) At Landlord's election, all other amounts in addition to or in lieu of the foregoing as may be permitted by law.

As used in subparagraphs (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest at the Applicable Rate. As used in subparagraph (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank for the District in which the Property is located at the time of the award plus one percent (1%).

(b) Landlord may elect not to terminate this Lease or Tenant's right to possession of the Premises, in which event this Lease will continue in full force and effect as long as Landlord does not terminate this Lease or Tenant's right to possession, and Landlord may continue to enforce all of its rights and remedies under this Lease, including the right to collect Rent as it becomes due. In addition, if Tenant has entered into a Subletting and Tenant defaults hereunder, Tenant hereby assigns to Landlord the rent due from any Subtenant and hereby authorizes each such Subtenant to pay said rent directly to Landlord. Tenant shall be liable immediately to Landlord for all reasonable costs Landlord incurs in reletting the Premises, including, but not limited to, reasonable brokers' commissions, reasonable expenses of cleaning and remodeling the Premises required by the reletting, reasonable attorney's fees and like costs. Reletting can be for a period shorter or longer than the remaining Term and for the entire Premises or any portion thereof. Landlord shall have no obligation to prefer the letting of the Premises over any vacant space in the Property nor to accept any replacement tenant that would result in the violation of any use restrictions in the Property, not be desirable for the Property's tenant mix, or otherwise not meet Landlord's leasing criteria. Tenant shall pay to Landlord the Rent due under this Lease on the dates the Rent is due, less the rent Landlord actually collects from any reletting. Except as provided in the preceding sentence, if Landlord relets the Premises or any portion thereof, such reletting shall not relieve Tenant of any obligation hereunder. Notwithstanding the above, no act by Landlord allowed by this Section 15.2(b) shall terminate this Lease unless Landlord notifies Tenant in writing that Landlord elects to terminate this Lease.

If judgment for possession of the Premises is entered against Tenant, and such judgment is not satisfied or appealed (with proper posting of any bond require by law and continuous and diligent prosecution of such appeal by Tenant) within ten (10) days after entry, then Tenant, on its own behalf and on behalf of all persons claiming through Tenant, including all creditors, does hereby waive any and all rights and privileges, so far as is permitted by law, which Tenant and all such persons might otherwise have under any present or future law: (i) to redeem the Premises; (ii) to reenter or repossess the Premises; or (iii) to restore the operation of this Lease, after issuance of any judgment, warrant or writ for possession by any court or judge, or any reentry by Landlord, or any expiration or termination of this Lease, whether such dispossession, reentry, expiration or termination of this Lease shall be by operation of law or pursuant to the provisions of this Lease. The words "dispossession", "reenter", "reentry" and "reentered" as used in this Lease shall not be deemed to be restricted to their technical legal meanings.

15.3 No Surrender. No act or thing done by Landlord or Landlord's Agents during the Term shall be deemed an acceptance of a surrender of the Premises and no agreement to accept a surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's Agents shall have any power to accept the keys to the Premises prior to the termination of this Lease, and the delivery of the keys to any such employee shall not operate as a termination of this Lease or a surrender of the Premises.

15.4 Landlord's Default. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it under this Lease unless and until it has failed to perform such obligation within thirty (30) days after receipt of written notice by Tenant to Landlord (and the Mortgagees of whom Tenant has been notified) specifying the nature of such default; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

15.5 Landlord's Right to Perform. If an Event of Default occurs, Landlord may (but shall not be obligated to), at Tenant's expense and without waiving or releasing Tenant from any obligation of Tenant under this Lease, make such payment or perform such other act to the extent

Landlord may deem desirable, and in connection therewith, pay expenses and employ counsel. All sums paid by Landlord and all interest and costs, including, but not limited to, collection costs and attorneys' fees incurred in connection therewith, plus ten percent (10%) of any such sums for Landlord's administrative costs, shall be due and payable by Tenant to Landlord, as an item of Rent, on demand by Landlord, together with interest thereon at the Applicable Rate from the date of such demand until paid by Tenant.

15.6 Interest on Late Payments. Should Tenant fail to pay when due any installment of Rent or any other sum payable to Landlord under the terms of this Lease on or before the due date, then interest at the Applicable Rate shall accrue from and after the due date until paid, and such interest shall be paid by Tenant to Landlord at the time of payment of the overdue sum.

15.7 Lien for Rent. Tenant grants to Landlord a lien upon and a security interest in, as security for the performance of Tenant's obligations, Tenant's existing or hereafter acquired personal property, inventory, furniture, fixtures, equipment and other tangible assets (excluding business records) which are located in the Premises. Such lien shall be in addition to all rights of distraint available under applicable law. Such lien shall be second in priority to the rights of any lender having a security interest in Tenant's Personal Property. During any period Tenant is in default under this Lease, Tenant shall not sell, transfer or remove from the Premises such personal property, inventory, furniture, fixtures, equipment and assets.

16. INDEMNITY AND INSURANCE.

16.1 Indemnification. Except to the extent caused by the negligence or willful misconduct of Landlord, its employees or agents, Tenant agrees to defend (with attorneys acceptable to Landlord in Landlord's reasonable opinion), protect, indemnify, and hold harmless Landlord, Landlord's Agents and any Mortgagee from any and all Claims arising from or related to (a) Tenant's use or occupancy (or that of Tenant's Agents) of the Premises or any portion of the Property or Common Areas; (b) any act, omission or negligence of Tenant or any of Tenant's Agents; (c) any accident, injury or damage whatsoever occurring in or at the Premises unless resulting solely from Landlord's failure to meet its maintenance and/or repair obligations under this Lease; (d) any breach or default by Tenant under this Lease; (e) all damages sustained by Landlord as a result of any holdover by Tenant in the Premises including, but not limited to, any claims by another tenant resulting from a delay by Landlord in delivering possession of the Premises to such tenant; and (f) any liens or encumbrances arising out of any work performed or materials furnished by or for Tenant, including any work Landlord may have performed or caused to be performed for Tenant for which Tenant has not paid Landlord but is obligated to. In the event Landlord, without fault on Landlord's part, is made a party to any litigation commenced by or against Tenant, then Tenant shall protect, defend, indemnify, and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation.

16.2 Tenant's Insurance. Tenant shall at all times during the Term, and at its sole expense, obtain and keep in effect the following insurance:

(a) Commercial general liability insurance against any and all claims for bodily injury and property damage occurring in or about the Premises. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and a Two Million Dollar (\$2,000,000) aggregate limit. If Tenant has other locations that it owns or leases, the policy shall include an aggregate limit per location endorsement. Such liability insurance shall be primary and non-contributory to any insurance available to Landlord and Landlord's insurance shall be excess thereto. In

no event shall the limits of such insurance be considered as limiting the liability of the Tenant under this Lease;

(b) Property Insurance insuring all equipment, trade fixtures, inventory, furniture, fixtures, plate glass and personal property located within the Premises for perils covered by the causes of loss – special form (all risk) and in addition, coverage for flood, earthquake and boiler & machinery (if applicable). Such insurance shall be written on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value of the foregoing;

(c) Worker's Compensation:

(i) State: Statutory

(ii) Employer's Liability: \$100,000 Each Accident
\$100,000 Bodily Injury by Disease
\$500,000 Bodily Injury by Disease Policy Limit;

(d) Umbrella Liability Insurance providing excess liability for items (a), (d)(ii) and (e) above. Coverage to be at least as broad as the primary program:

(i) Bodily Injury and Property Damage - \$2,000,000

(ii) General Aggregate - \$2,000,000

Aggregate limits shall apply on a per location basis; and

(e) such other insurance in such form and amounts as Landlord or Landlord's Mortgagees may reasonably require from time to time.

16.3 Deductibles. Any policy of insurance specified to be carried by Tenant pursuant to this Lease which contains a deductible in excess of Ten Thousand Dollars (\$10,000.00) per occurrence must be approved in writing by Landlord prior to the issuance of such policy. Tenant shall be solely responsible for the payment of any and all such deductibles.

16.4 Sufficiency of Coverage. Neither Landlord nor any of Landlord's Agents makes any representation that the types of insurance and limits specified to be carried by Tenant under this Lease are adequate to protect Tenant. Nothing contained herein shall limit Tenant's liability under this Lease, and Tenant's liability under any provision of this Lease, including without limitation under any indemnity provision, shall not be limited to the amount of any insurance obtained.

16.5 Insurance Requirements. Any policy of Tenant's insurance: (i) shall be in a form reasonably satisfactory to Landlord and any Mortgagee (including PNC Bank, National Association); (ii) shall be issued by insurance companies licensed and authorized to do business in the State of South Carolina which are rated "A/VIII" or better in Best's Key Rating Guide and which are determined by Landlord, as financially sound on a current basis; (iii) shall provide that such policies shall not be subject to material alteration or cancellation except after at least thirty (30) days prior written notice to Landlord and others Landlord may designate; and (iv) shall be primary, and any insurance carried by Landlord or Landlord's Agents shall be noncontributing. All of Tenant's policies under this Lease shall name Landlord, the managing agent of the Building, any Mortgagee (including PNC Bank, National Association) and any other entity designated by Landlord as additional insureds. The Commercial General Liability policy shall include Landlord and any Mortgagee (including PNC Bank, National Association) as additional insureds for both premises and completed operations. Tenant's policy

or policies, or duly certified copies of such policies, together with satisfactory evidence of payment of premiums, shall be deposited with Landlord prior to the Commencement Date, and at least thirty (30) days prior to each renewal of such policies. If Tenant fails to produce and maintain the insurance required to be procured by Tenant under this Lease, Landlord may, but shall not be required to, order such insurance at Tenant's expense. All sums reasonably disbursed, deposited or incurred by Landlord in connection therewith, including, but not limited to, all costs, expenses and actual, reasonable, attorneys' fees, shall be due and payable by Tenant to Landlord, as an item of Rent, on demand by Landlord, together with interest thereon at the Applicable Rate from the date of such demand until paid by Tenant.

16.6 Waiver of Subrogation. Notwithstanding any provision of this Lease to the contrary, Landlord and Tenant each hereby releases the other, and the other's respective employees, agents, licensees, contractors or invitees from any claims for damage or loss to the Premises, the Building, any property contained therein, or any other property, including business interruption, to the extent insurable under a full replacement cost Special Form-Causes of Loss insurance policy, and such waiver shall be effective regardless of the cause of the damage or loss (including the negligence of Landlord or Tenant or their respective employees, agents, licensees, contractors or invitees).

16.7 Liability for Damage. All property, including but not limited to office furniture, personal effects and automobiles, of Tenant or Tenant's Agents, or of any other person, in or on the Premises or the Building, shall be and remain at the sole risk of Tenant or such Tenant Agent or person. Landlord and its Agents shall not be liable for any damage to or theft or loss of such property, whether or not caused by the act or omission of any person, including Landlord or Landlord's Agents, or by the bursting, leaking or overflowing of water, sewer, steam or sprinkler pipes, heating or plumbing fixtures, air conditioning or heating failure, gas odors or noise, or any other act or thing. Furthermore, Landlord and Landlord's Agents shall not be liable for the interruption of or loss to Tenant's business that may result from any of the acts or causes described above. Landlord and Landlord's Agents shall not be liable for any personal injury to Tenant, Tenant's Agents, or to any other person, arising from the use, occupancy or condition of the Premises or the Building other than liability for bodily injury or death to the extent caused by the negligence or willful misconduct of Landlord, its employees or agents.

16.8 Contractor's Insurance. Tenant shall require any contractors of Tenant performing any work on the Property to carry and maintain, at no expense to Landlord, the insurance specified on Exhibit E attached hereto. This Section 16.8 shall not apply to the Tenant Upfit performed by Landlord's contractor pursuant to Exhibit B-2.

16.9 Tenant Activities. Tenant shall not conduct or permit any activity or place any item in or about the Building which may invalidate or increase the rate of any insurance on the Building. If any increase in the rate of such insurance is due to any such activity or item, then (whether or not Landlord has consented to such activity or item) Tenant shall pay as additional rent hereunder the amount of such increase. The statement of any insurance company or insurance rating organization (or other organization exercising similar functions in connection with the prevention of fires or the correction of hazardous conditions) that such an increase is due to any such activity or item shall be conclusive evidence thereof.

17. DAMAGE AND DESTRUCTION BY FIRE OR OTHER CASUALTY.

17.1 Landlord's Obligation to Rebuild. Subject to Landlord's right to terminate this Lease as provided below, if the Premises are damaged or destroyed by fire, wind storm, or other casualty (a "Casualty"), Landlord shall repair all such damage and restore the Premises within a reasonable time to the extent of the insurance proceeds received (net of collection expenses) subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. Landlord's

obligation, should it elect or be obligated to repair the Premises following a Casualty, shall be limited to the basic building shell, and all upfits to the Premises previously provided by Landlord to Tenant. Tenant shall at its expense, replace or fully repair all Tenant's Personal Property and any Alterations or other leasehold improvements installed by Tenant other than those paid for by the Tenant Upfit Allowance existing at the time of such Casualty.

17.2 Right to Terminate. Landlord shall have the right to terminate this Lease following a Casualty if any of the following occurs: (i) insurance proceeds (together with any additional amounts Tenant elects, at its option, to contribute) are not available to Landlord to pay one hundred percent (100%) of the cost to fully repair the Property and the Premises to a condition substantially similar to that prior to the Casualty; (ii) Landlord determines that the Premises and/or any other damaged portions of the Property cannot, with reasonable diligence, be fully repaired by Landlord (or cannot be safely repaired because of the presence of hazardous factors, including, but not limited to, hazardous materials, radiation, chemical waste and other dangers) within two hundred seventy (270) days after receipt of insurance proceeds and receipt of permits for restoration; (iii) the Premises are destroyed or damaged during the last twelve (12) months of the Term; or (iv) an Event of Default has occurred and is continuing at the time of such Casualty. If Landlord elects to terminate this Lease following a Casualty pursuant to this Section 17.2, Landlord shall give Tenant written notice of its election to terminate within sixty (60) days after Landlord has knowledge of such Casualty, and this Lease shall terminate fifteen (15) days after the date of such notice.

Tenant shall have the right to terminate this Lease following a Casualty if Landlord determines that the Premises and/or any other damaged portions of the Property cannot, with reasonable diligence, be fully repaired by Landlord (or cannot be safely repaired because of the presence of hazardous factors, including, but not limited to, hazardous materials, radiation, chemical waste and other dangers) within two hundred seventy (270) days after receipt of insurance proceeds and receipt of permits for restoration.

17.3 Waiver of Statutes. It is the parties' intent that the provisions of this Section 17 govern their rights and obligations with respect to any Casualty. Tenant hereby waives any right to terminate this Lease following a Casualty pursuant to any present or future statute or other law.

18. CONDEMNATION.

18.1 Effect of Taking. If one-third (1/3) or more of the Premises or occupancy thereof shall be permanently taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned"), then this Lease shall terminate on the date title thereto vests in such authority and Rent shall be apportioned as of such date. If less than one-third (1/3) of the Premises or occupancy thereof is condemned, then this Lease shall continue in full force and effect as to the part of the Premises not condemned, except that as of the date title vests in such authority Tenant shall not be required to pay the Base Rent and Additional Rent with respect to the part of the Premises condemned. Notwithstanding anything herein to the contrary, if twenty-five percent (25%) or more of the Land or the Building is condemned, then whether or not any portion of the Premises is condemned, Landlord shall have the right to terminate this Lease as of the date title vests in such authority.

18.2 No Apportionment of Award. No award for any partial or total taking shall be apportioned, it being agreed and understood that Landlord shall be entitled to the entire award for any partial or entire taking, whether for the value of the leasehold, the real estate, or otherwise. Tenant assigns to Landlord its interest in any award which may be made in such taking or condemnation, together with any and all rights of Tenant arising in or to the same or any part thereof. Nothing contained in this

Section 18.2 shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any separate award made to Tenant for the taking of Tenant's Personal Property or its moving costs.

18.3 Waiver of Statutes. Tenant hereby waives the provisions of any present or future statute or law allowing either party to terminate this Lease in the event of a partial taking of the Premises.

19. QUIET ENJOYMENT.

Provided there has occurred no Event of Default hereunder, Tenant shall during the Term have the peaceable and quiet enjoyment of the Premises without interference from Landlord or any person lawfully claiming through Landlord; subject, however, to the terms of this Lease.

20. NOTICES.

Any notice, demand, or communication called for hereunder shall be in writing and be given, served, or delivered either in person, by first-class, certified mail, return receipt requested, by Federal Express (or other nationally recognized overnight courier) with postage or delivery charge prepaid, and (A) if to Tenant prior to the Commencement Date, addressed to Tenant at the Tenant's mailing address set forth in Section 1.4, and at the Premises after the Commencement Date, and (B) if to Landlord, addressed to the Landlord's mailing address set forth in Section 1.2, with a copy to Federal Capital Partners, 5425 Wisconsin Avenue, Suite 202, Chevy Chase, Maryland 20815, Attn: Mr. Esko I. Korhonen, or to such other address(es) as either may designate by notice to the other. Any such notice, demand, or communication so sent shall be deemed given at the time that it was placed in the U.S. mails or with the overnight courier, and any other notice shall be deemed given when delivered (or at the time of attempted delivery during Normal Building Hours).

21. SURRENDER OF PREMISES; HOLDING OVER.

21.1 Surrender of Premises. Tenant agrees to turn over all keys, key fobs, parking passes and other entry devices or mechanisms (both internal and external), and to surrender the Premises at the expiration or termination of this Lease, leave the Premises in the same condition (or as altered pursuant to the provisions of the Lease) as when delivered to Tenant (ordinary wear and tear excepted) and subject to the provisions of Section 9, Section 17 and Section 18 with removal of items of Tenant Upfit and Alterations elected by Landlord to be removed, and with all debris and Tenant's Personal Property removed and with all interior walls in good repair. Tenant shall pay a reasonable repair charge should it be necessary for the Landlord to repair or clean the Premises. If Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such removal, or prior to the execution of the warrant of eviction, then and in that event, the fixtures and property shall be deemed abandoned by Tenant and shall become the sole property of Landlord. Tenant shall pay to Landlord, upon demand, the costs of removal of any such Alterations and Tenant's Personal Property, and the cost of repairing and restoring the Premises because of damage resulting from the removal of such Alterations and Personal Property, and all reasonable attorneys' fees and interest on said amounts at the Applicable Rate from the date of expenditure by Landlord.

21.2 Holding Over. If Tenant shall retain possession of the Premises or any portion of the Premises without Landlord's consent following the expiration or termination of this Lease, then Tenant shall pay to Landlord for each month or portion thereof of such retention twice the amount of the monthly Rent for the last month prior to the date of expiration or termination. Acceptance of Rent by Landlord following expiration or termination of this Lease shall not constitute a renewal of this Lease, and nothing contained in this Section 21.2 shall waive Landlord's right of reentry or any other right. If

Tenant shall hold over after the expiration of the Term or extension period thereof, and if Landlord shall desire to regain possession of the Premises promptly at the expiration of the Term or extension period thereof, then notwithstanding the foregoing provisions of this Section 21, Landlord, at its option (and whether or not Landlord accepts any Rent from Tenant while Tenant is holding over without Landlord's consent), may forthwith reenter and take possession of the Premises by any lawful means, and Landlord may exercise any other remedies it has under this Lease or at law or in equity, including an action for wrongfully holding over.

22. SECURITY DEPOSIT.

Simultaneously with Tenant's execution and delivery of this Lease, Tenant shall deposit with Landlord the Security Deposit. Landlord shall not be required to maintain the Security Deposit in a separate account. Except as may be required by law, Tenant shall not be entitled to interest on the Security Deposit. The Security Deposit shall be security for Tenant's performance of its obligations under this Lease. If any of the rents herein required or any other sum payable by Tenant to Landlord shall be overdue and unpaid, or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord, at its option and without prejudice to any other remedy which Landlord may have on account thereof, may appropriate and apply the entire Security Deposit or so much thereof as may be necessary to compensate Landlord toward the payment of Annual Base Rent, Additional Rent or any other sums due Landlord pursuant to this Lease, or loss or damage sustained by Landlord due to such breach on the part of Tenant. Within three (3) days after Landlord delivers written notice of Landlord's use of the Security Deposit or portion thereof, Tenant shall deposit with Landlord cash in an amount sufficient to restore the Security Deposit to its amount prior to such use, and Tenant's failure to do so shall constitute a default hereunder. Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Term, or (b) Tenant's vacating the Premises, Landlord shall return the Security Deposit less such portion thereof as Landlord shall have used to satisfy Tenant's obligations under this Lease, and any holdback reasonably estimated by Landlord for the final annual reconciliation of Operating Charges, Real Estate Taxes and Office Expenses. If Landlord transfers the Security Deposit to any transferee of the Building or Landlord's interest therein, then such transferee shall be liable to Tenant for the return of the Security Deposit, and Landlord shall be released from all liability for the return of the Security Deposit. No Mortgagee shall be liable for the return of the Security Deposit unless such Mortgagee actually receives the Security Deposit. In the event of any rightful and permitted assignment of Tenant's interest in this Lease, the Security Deposit shall be deemed to be held by Landlord as a deposit made by the assignee, and Landlord shall have no further liability to the assignor with respect to the return of the Security Deposit. No right or remedy available to Landlord as provided in this Section 22 shall preclude or extinguish any other right or remedy to which Landlord may be entitled.

In the event of bankruptcy or other creditor-debtor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent and other charges due Landlord for all periods prior to the filing of such proceedings. If an Event of Default occurs, the Security Deposit shall not be deemed liquidated damages and Landlord may apply the Security Deposit to reduce Landlord's damages, and such application of the deposit shall not preclude Landlord from recovering from Tenant all additional damages incurred by Landlord.

23. ENVIRONMENTAL PROVISIONS.

23.1 Environmental Covenants and Agreements. Tenant shall at all times comply in all material respects with all applicable federal, state and local environmental, health and safety statutes and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act

("RCRA"), the Superfund Amendments and Reauthorization Act of 1988 ("SARA"), the Federal Clean Water Act (33 U.S.C. 1341) and the Federal Water Pollution Control Act Amendments of 1972 (33 U.S.C. 1344) (collectively, the "Environmental Laws"). Tenant covenants and agrees that Tenant shall within three (3) business days after receipt provide to Landlord copies of any environmental audits or surveys it conducts or causes to be conducted with respect to the Premises or the Building. Tenant further covenants and agrees that Tenant shall not introduce or consent to the introduction of any toxic or hazardous substances on or about the Premises except for minor amounts (e.g., copy toner) typical for first class office use in accordance with all Applicable Laws.

23.2 Environmental Complaints. If Tenant receives any notice of a violation of Environmental Laws with respect to the Premises or the Building (an "Environmental Complaint"), then Tenant immediately shall deliver written notice of the same to Landlord, containing a copy of the Environmental Complaint detailing all relevant facts and circumstances. If a violation of Environmental Laws (a "Hazardous Discharge") or Environmental Complaint results from Tenant's occupation of the Premises, Landlord shall have the option, but not the obligation, to enter onto the Premises upon reasonable notice to Tenant and take any action it deems necessary or advisable to clean up, remove, resolve, contest or minimize the impact of or otherwise deal with any Hazardous Discharge or Environmental Complaint upon Landlord's receipt of any notice from any person or entity asserting the occurrence of a Hazardous Discharge or Environmental Complaint on or pertaining to the Premises. If the Hazardous Discharge or Environmental Complaint does not result from Tenant's occupation of the Premises, Landlord shall be obligated to take the actions described above at its sole cost and expense.

23.3 Environmental Disclosures. Tenant acknowledges receipt of a copy of (i) the Phase I Environmental Assessment for the Property dated November 18, 2013, prepared by Mid-Atlantic, and (ii) the South Carolina DHEC VCC Assessment Response Letter dated April 2, 2014 (the "Environmental Assessments"). Tenant shall keep the Environmental Assessments confidential and shall return all copies of same to Landlord upon expiration or termination of the Term. Landlord hereby notifies Tenant that the Building was constructed prior to 1978 and that lead based paint is present in the Building. Landlord has encapsulated certain lead based paint in the Building and is in the process of encapsulating certain other lead based paint in the Building. In making any Alterations to or conducting other activities in the Premises, (i) any lead based paint exposure shall be at Tenant's risk and Tenant shall indemnify and hold harmless Landlord, Landlord's Agents and any Mortgagee from and against any and all Claims arising from or related thereto, and (ii) in the event Tenant performs any Alterations or other activities, Tenant shall perform all such activities in compliance with all applicable Laws, Landlord's directions and best practices in the industry. Landlord hereby notifies Tenant that the Property has been entered into the South Carolina Brownfields/Voluntary Cleanup Program with the South Carolina Department of Health and Environmental Control pursuant to S.C. Code Ann. Section 44-56-710 et seq. A copy of Voluntary Cleanup Contract 14-6251-NRP is available from Landlord upon request. Tenant shall comply with any applicable environmental O&M Program or reasonable environmental directive of Landlord with respect to Tenant's activities in the Premises or the Building.

Landlord hereby notifies Tenant that based on the age and construction of the Building, certain building materials may contain regulated asbestos containing materials. Landlord hereby puts Tenant on notice that under South Carolina Regulations, the Building is considered a regulated "Facility" and that before Tenant performs any repairs or Alterations to the Premises, Tenant must obtain an asbestos survey at its own cost. Tenant shall comply with all applicable Laws and regulations regarding removal/renovation/modification of any portion of the Building that has asbestos containing materials, bear any additional costs associated with asbestos containing materials and shall indemnify and hold harmless Landlord for any Claims (including, without limitation, costs of investigation and consultant fees) resulting from any violation of applicable asbestos regulations.

24. BANKRUPTCY.

24.1 The following shall be Events of Bankruptcy under this Lease: (a) Tenant's, a Guarantor's or a General Partner's becoming insolvent, as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant, a Guarantor or a General Partner, or the institution of a foreclosure or attachment action upon any property of Tenant, a Guarantor or a General Partner; (c) filing of a voluntary petition by Tenant, a Guarantor or a General Partner under the provisions of the Bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant, a Guarantor or a General Partner as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (i) is not dismissed within thirty (30) days of filing, or (ii) results in the issuance of an order for relief against the debtor; or (e) Tenant's, a Guarantor's or a General Partner's making or consenting to an assignment for the benefit of creditors or a composition of creditors.

24.2 (a) Upon occurrence of an Event of Bankruptcy, Landlord shall have all rights and remedies available pursuant to Section 15; provided, however, that while a case in which Tenant is the subject debtor under the Bankruptcy Code is pending, Landlord shall not exercise its rights and remedies pursuant to Section 15 so long as (i) the Bankruptcy Code prohibits the exercise of such rights and remedies, and (ii) Tenant or its trustee in Bankruptcy ("Trustee") is in compliance with the provisions of Section 24.2(b).

(b) If Tenant becomes the subject debtor in a case pending under the Bankruptcy Code, then Landlord's right to terminate this Lease pursuant to Section 24.2(a) shall be subject, to the extent required by the Bankruptcy Code, to any rights of Trustee to assume or assign this Lease pursuant to the Bankruptcy Code. Trustee shall not have the right to assume or assign this Lease unless Trustee promptly (1) cures all defaults under this Lease, (2) compensates Landlord for monetary damages incurred as a result of such defaults, (3) provides adequate assurance of future performance on the part of Tenant as debtor in possession or of the assignee of Tenant, and (4) complies with all other requirements of the Bankruptcy Code. This Lease may be terminated in accordance with Section 24.2(a) if the foregoing criteria for assumption or assignment are not met. Adequate assurance of future performance, as used in this Section 24.2(b), shall mean that all of the following minimum criteria must be met: (A) Tenant's gross receipts in the ordinary course of business during the thirty (30) day period immediately preceding the initiation of the case under the Bankruptcy Code must be greater than two (2) times the next monthly installment of the Base Rent and Additional Rent; (B) both the average and median of Tenant's monthly gross receipts in the ordinary course of business during the six (6) month period immediately preceding the initiation of the case under the Bankruptcy Code must be greater than two (2) times the next monthly installment of the Base Rent and Additional Rent; (C) Tenant must pay its estimated pro rata share of the cost of all services performed or provided by Landlord for the benefit of Tenant (whether directly or through agents or contractors and whether or not previously included as part of the Base Rent) in advance of the performance or provision of such services; (D) Trustee must agree that Tenant's business shall be conducted in a first-class manner, and that no liquidating sale, auction or other non-first-class business operation shall be conducted in the Premises; (E) Trustee must agree that the use of the Premises as stated in this Lease shall remain unchanged and that no prohibited use shall be permitted; (F) Trustee must agree that the assumption or assignment of this Lease shall not violate or affect the rights of other tenants in the Building; (G) Trustee must pay to Landlord at the time the next monthly installment of the Base Rent is due, in addition to such installment, an amount equal to the monthly installments of the Base Rent and Additional Rent due for the next six (6) months thereafter, such amount to be held as a security deposit; and (H) all assurances of future performance specified in the Bankruptcy Code must be provided.

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25. MISCELLANEOUS PROVISIONS.

25.1 Successors and Waiver. The covenants and agreements contained in this Lease shall apply to, inure to the benefit, and be binding upon the parties, their heirs, permitted assigns, legal representations and other successors in interest, except as otherwise provided in this Lease. The failure of either party to require strict compliance with the provisions of this Lease shall not constitute a waiver of any rights or otherwise prevent either party from subsequently requiring strict compliance with any provisions hereof. No waiver of any provision of this Lease shall be effective unless it is in writing and signed by the waiving party.

25.2 Entire Agreement and Counterparts. This Lease constitutes the whole agreement between the parties, and may not be amended unless by a written agreement signed by both parties. No representation, condition, term of provision not contained in this Lease shall be binding upon either party. When appropriate, words of any gender shall mean and include the other genders, and singular shall mean and include the other plural, and vice versa. This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

25.3 Attorneys' Fees. Tenant upon demand shall pay all costs, expenses and reasonable attorneys' fees incurred by Landlord in successfully enforcing this Lease (whether by judgment or by payment by Tenant prior to judgment). Landlord upon demand shall pay all costs, expenses and reasonable attorneys' fees incurred by Tenant in successfully enforcing this Lease (whether by judgment or by payment by Landlord prior to judgment).

25.4 Brokers. Landlord and Tenant each warrant to the other that in connection with this Lease neither has employed or dealt with any broker, agent or finder, other than the Brokers. Landlord acknowledges that it shall pay any commission or fee due to the Brokers, pursuant to a separate written agreement. Tenant shall indemnify and hold Landlord harmless from and against any claim for brokerage or other commissions asserted by any broker, agent or finder employed by Tenant or with whom Tenant has dealt, other than the Brokers.

25.5 Captions, Time and Survival. The captions and headings used in this Lease are for the purpose of convenience only and shall not be construed to limit or extend the meaning of any part of this Lease. Time is of the essence for the performance of each term, condition and covenant of this Lease. All covenants and indemnities set forth herein which contemplate the payment of sums, or the performance by Tenant after the expiration or termination of the Term or following an Event of Default, including all obligations to indemnify Landlord.

25.6 Unavoidable Delay. Landlord or Tenant shall not be chargeable with, liable for, or responsible to the other for anything or in any amount for any Unavoidable Delay, and any Unavoidable Delay shall not be deemed a breach of or default in the performance of this Lease, it being specifically agreed that any time limit provision contained in this Lease, at Landlord's option, shall be extended for the same period of time lost by Unavoidable Delay; provided, however, in no event shall any Unavoidable Delay excuse or delay Tenant's obligation to timely pay Rent under this Lease.

25.7 Authority. Tenant represents and warrants that each individual executing this Lease on behalf of Tenant is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with its corporate bylaws, appropriate limited liability company documentation, statement of partnership or certificate of limited partnership, as the case may be.

25.8 Consequential Damages. Notwithstanding any other provision of this Lease to the contrary, in no event shall Landlord be liable for punitive or consequential damages hereunder; and in no event shall Tenant be liable for punitive or consequential damages hereunder, except in the event of a holding over by Tenant or a breach of this Lease by Tenant which delays or otherwise adversely affects a sale or financing by Landlord.

25.9 Security Measures. Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Property. Nothing contained in this Section 25.9 shall prevent Landlord, at Landlord's sole option, from providing security protection for the Property or any part thereof. Tenant acknowledges that safety and security devices, services and programs provided by Landlord, if any, while intended to deter crime and ensure safety, may not in given instances prevent theft or other criminal acts, or ensure safety of property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or may be circumvented by a criminal, is assumed by Tenant with respect to Tenant's property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such criminal acts and other losses. Tenant agrees to cooperate in any safety or security program developed by Landlord or required by law.

25.10 Waiver of Right to Jury Trial or Permissive Counterclaim. Landlord and Tenant each hereby waives any and all right to trial by jury in any action, proceeding or counterclaim with respect to any matter arising out of or in any way connected to with this Lease, the Premises, the Property, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, or any claim of injury or damage. Tenant further waives any right to interpose any unrelated counterclaim in any summary proceeding for eviction or nonpayment of Rent. Any and all unrelated claims or unrelated counterclaims that may be asserted by Tenant shall only be made the subject of a separate action. In such separate action, it is agreed that trial by jury shall be waived by both parties.

25.11 Landlord's Property. Tenant shall look only to Landlord's interest in the land and buildings comprising the Property for the satisfaction of Tenant's remedies for any claim against Landlord arising out of or in connection with this Lease, whether express or implied herein or under the law. No properties or assets of Landlord other than the estate and property of Landlord in and to the Property and no property owned by any Landlord Agent shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Tenant, nor shall any Landlord Agent have any personal liability hereunder.

25.12 Generally. Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of its business or otherwise or a joint venture with Tenant. This Lease shall be governed exclusively under the provisions hereof and by the laws of South Carolina, without regard to conflict of laws principles. The Exhibits referenced at the end of Section 1 or elsewhere in this Lease and attached hereto are incorporated in and made a part of this Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease becomes effective only upon execution and delivery thereof by Landlord. Construction of this Lease shall be according to the content hereof, and without presumption or standard of construction in favor of or against either party hereto.

25.13 Invalidity of Particular Provisions. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected

thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25.14 No Representations by Landlord. Neither Landlord nor any Landlord Agent has made any representations or promises with respect to the Premises or the Building except as herein expressly set forth, and no rights, privileges, easements or licenses are granted to Tenant except as herein expressly set forth herein. Except as may otherwise be expressly provided in this Lease, the leasing of the Premises does not include in the right to use the roof, mechanical rooms, electrical closets, janitorial closets, telephone rooms, parking areas or other non-common or non-public areas of the Building.

25.15 Financial Statements. Tenant, within fifteen (15) days after request from time to time (but only once per calendar year, except in the event of a proposed sale or financing of the Building or any interest therein or in Landlord, and except if an Event of Default occurs), shall provide Landlord with current year-to-date financial statements (including balance sheet, income statement and cash flow statement) and financial statements (including balance sheet, income statement and cash flow statement) either audited (if Tenant produces audited financial statements in the ordinary course of its business), or certified by Tenant's chief financial officer, for the last two (2) fiscal years of Tenant. Landlord shall keep Tenant's financial statements confidential, except as may be required by Applicable Laws or court order.

25.16 Rule Against Perpetuities. If and to the extent that this Lease would, in the absence of the limitation imposed by this Section 25.16, be invalid or unenforceable as being in violation of the rule against perpetuity or any other rule of law relating to the vesting of interests in property or the suspension of the power of alienation of property, then it is agreed that notwithstanding any other provision of this Lease, this Lease and any and all options, rights and privileges granted to Tenant hereunder or in connection therewith shall terminate if the Term has not commenced within twenty-one (21) years after the Effective Date.

25.17 No Light or Air Easement. Any diminution or shutting off of light, air or view by any structure which is now or may hereafter be erected on lands adjacent to the Building shall in no way affect this Lease or impose any liability on Landlord. Noise, dust or vibration or other incidents to new construction of improvements on lands adjacent to the Building, whether or not owned by Landlord, shall in no way affect this Lease or impose any liability on Landlord. Tenant agrees that in such event, Tenant shall not be entitled to any action, claim or relief, including without limitation rent reduction or abatement, or termination of this Lease.

25.18 Prohibited Persons and Transactions. Tenant represents and warrants to Landlord that:

(a) Tenant is not, and shall not during the Term become, a person or entity with whom Landlord is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto, including, without limitation, persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, "Prohibited Persons"); and

(b) Tenant is not currently conducting any business or engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the premises.

25.19 Relocation. Upon delivering to Tenant no less than sixty (60) days' prior written notice (the "Relocation Notice"), Landlord reserves the right from time to time to relocate Tenant to comparable space in another part of the Building (the "Substitute Space") prior to or during the Term, so long as the size of the Substitute Space is no less than the size of the Premises, and the Substitute Space is of comparable tenant finish. The Substitute Space may be on a lower floor of the Building, so long as the Substitute Space is on the same side of the Building, and has a similar window line, as the Premises. If Tenant is not satisfied with the Substitute Space, Tenant shall have the right to reject the Substitute Space by delivering written notice of rejection (the "Rejection Notice") to Landlord no later than ten (10) days after delivery of the Relocation Notice. If Tenant timely delivers the Rejection Notice, then Landlord and Tenant each shall have the right to terminate this Lease, but only by delivering written notice of termination to the other party on or before ten (10) days following delivery of the Rejection Notice. If either party timely delivers a termination notice, then this Lease shall terminate on the date which is sixty (60) days after the date of delivery of the termination notice with the same effect as if such date were the Expiration Date; provided, however, that if Tenant timely delivers a termination notice, then Landlord shall have the right to rescind the Relocation Notice, in which event both the Relocation Notice and the termination notice shall be null and void ab initio and the Premises shall not be relocated. If Tenant accepts the Substitute Space or does not timely deliver a Rejection Notice, then the Substitute Space shall be the Premises for all purposes of this Lease. Tenant hereby waives any and all claims (whether for damages, abatement of Rent, loss of profits or otherwise) due to such relocation. No such relocation shall effect any change in the Annual Base Rent payable or any other economic terms of this Lease. Landlord shall reimburse Tenant for the reasonable costs of such relocation incurred by Tenant.

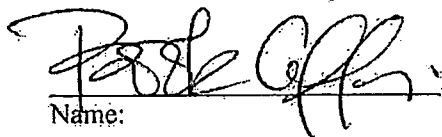
25.20 Recording. Tenant shall not record this Lease or any memorandum of this Lease. Tenant grants to Landlord a power of attorney to execute and record a release releasing any such recorded instrument of record that was recorded in violation of this Section 25.20, which power is coupled with an interest and is irrevocable.

25.21 Guaranty. Simultaneously with execution and delivery of this Lease by Tenant, Tenant shall deliver to Landlord a Guaranty of this Lease executed by the Guarantor, in the form of Schedule 1 attached hereto.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

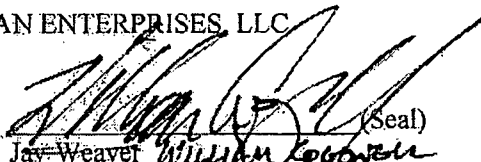
WITNESS:


Name:

LANDLORD:

ROI-TAN ENTERPRISES, LLC

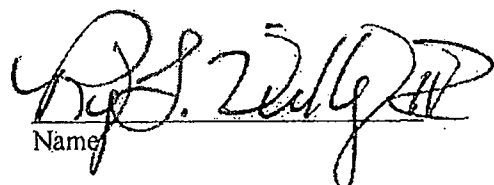
By:

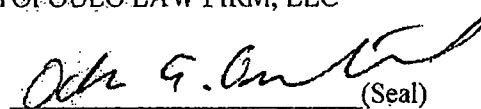
 (Seal)
Jay Weaver
Authorized Agent

TENANT:

ANASTOPOULOU LAW FIRM, LLC

By:


Name:

 (Seal)
Name:
Title:

SCHEDULE 1

GUARANTY OF LEASE

THIS GUARANTY OF LEASE is made as of this 31 day of May, 2016, by AKIM ANASTOPOULO ("Guarantor"), having a residence address of 2557 Ashley Phosphate Road, North Charleston, South Carolina 29418, in favor of ROI-TAN ENTERPRISES, LLC ("Landlord").

RECITALS

A. Anastopoulos Law Firm, LLC, a South Carolina limited liability company ("Tenant") is desirous of entering into that certain lease of even date herewith (the "Lease") with Landlord for rentable area in the office building situated at 701 East Bay Street, Charleston, South Carolina.

B. Guarantor has requested that Landlord enter into the Lease.

C. Landlord has declined to enter the Lease unless Guarantor guarantees the Lease.

D. Guarantor holds ownership interests in Tenant, will be materially benefited by the Lease, and is not just an accommodation party.

NOW THEREFORE, to induce Landlord to enter into the lease, Guarantor hereby agrees as follows:

1. Unconditional Guaranty. Guarantor unconditionally guarantees to Landlord and the successors and assigns of Landlord the full and punctual payment, performance and observance by Tenant of all of the terms, covenants and conditions in the Lease to be kept, performed or observed by Tenant. If, at any time, Tenant shall default in the performance or observance of any of the terms, covenants or conditions in the Lease to be kept, performed or observed by Tenant, including, without limitation, the payment of any Rent or other charge, Guarantor will keep, perform and observe the same, as the case may be, in place and stead of Tenant.

2. Waiver of Notice; No Release of Liability. Any act of Landlord or the successors or assigns of Landlord consisting of the giving of any consent to any manner or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, may be done without any notice to Guarantor and without releasing the obligations of Guarantor hereunder. The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application or release of security given for the performance and observance of covenants and conditions in the Lease to be performed or observed by Tenant, or by any modifications of the Lease. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditors, receivership, bankruptcy, or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the lease by Tenant; (e) any disability or other defense of Tenant; (f) the cessation from any cause whatsoever of the liability of Tenant; or (g) the exercise by Landlord of any rights or remedies reserved to Landlord under the Lease, provided or permitted by law or by reason of any termination of the Lease.

3. Joinder; Statute of Limitations. Guarantor agrees that it may be joined in any action
Schedule I - 1

against Tenant in connection with the obligations of Tenant under the lease as covered by this Guaranty and recovery may be had against Guarantor in any such action or Landlord may enforce the obligations of Guarantor hereunder without first taking any action whatsoever against Tenant or its successors and assigns, or pursue any other remedy or apply any security it may hold, and Guarantor hereby waives all rights to assert or plead at any time any statute of limitations as relating to the Lease and the obligations of Guarantor hereunder.

4. Limitation of Claims; Subordination. Until all of the covenants and conditions in the Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor: (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor, in compliance with the obligations of Guarantor hereunder; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

5. De Facto Tenant. In the event this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction or in the event of any limitation of liability of Guarantor herein other than expressly provided herein, then Guarantor shall be deemed to be a tenant under the Lease with the same force and effect as if Guarantor were expressly named as a joint and several tenant therein with respect to the obligations of Tenant thereunder hereby guaranteed.

6. Amendment or Assignment of Lease. The provisions of the Lease may be changed, modified, amended or waived by agreement between Landlord and Tenant at any time, or by course of conduct, without the consent of and without notice to Guarantor. This Guaranty shall guarantee the performance of the Lease as so changed, modified, amended or waived. Any assignment of the Lease (as permitted by the Lease) shall not affect this Guaranty and if Landlord disposes of its interest in the Lease, "Landlord", as used in this Guaranty, shall mean Landlord's successors and assigns.

7. Defenses of Tenant. Guarantor waives any defense by reason of any legal or other disability of Tenant and any other party to the Lease, and further waives any other defense based on the termination of Tenant's liability for any cause, as well as any presentments, or notices of acceptance of this Guaranty, and further waives all notices of the existence, creation, or incurring of new or additional obligations.

8. No Waiver by Landlord. No delay on the part of Landlord in exercising any right hereunder or under the Lease shall operate as a waiver of such right or of any other right of Landlord under the Lease or hereunder, nor shall any delay, omission or waiver on any one or more occasions be deemed a bar to or a waiver of the same or any other right on any other future occasion.

9. Joint and Several Liability. If there is more than one undersigned Guarantor, the term "Guarantor", as used herein, shall include all of such undersigned and each and every provision of this Guaranty shall be binding on each and every one of the undersigned and they shall be jointly and severally liable hereunder and Landlord shall have the right to join one or all of them in any proceeding or to proceed against them in any order.

10. Whole Agreement. This instrument constitutes the entire agreement between Landlord and Guarantor with respect to the subject matter hereof, superseding all prior oral or written agreements or understandings with respect thereto and may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.

11. Applicable Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to conflict of laws principles.

12. Guarantor's Successors. Guarantor's obligations under this Guaranty shall be binding on the successors, heirs and assigns of Guarantor. Guarantor shall not be released by an assignment or delegation by it of its obligations hereunder.

13. Attorneys' Fees. If Landlord is required to enforce Guarantor's obligations hereunder by legal proceedings, Guarantor shall pay to Landlord all costs incurred, including without limitation, reasonable attorneys' fees.

14. Captions. The paragraph headings appearing herein are for purposes of identification and reference only and shall not be used in interpreting this Guaranty.

15. Interpretation; Severability. It is agreed that if any provision of this Guaranty or the application of any provision to any person or any circumstance shall be determined to be invalid or unenforceable, such determination shall not affect any other provisions of this Guaranty or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Guaranty is capable of two constructions one of which would render the provision valid, the provision shall have the meaning which renders it valid.

16. Extensions and Renewals. This Guaranty shall apply to the Lease, any extension or renewal thereof and to any holdover term following the term granted in the Lease or any extension or renewal thereof.

17. Financial Statements. Guarantor, within fifteen (15) days after request from time to time (but no more than once in any twelve (12) month period, except in the event of a proposed sale or financing of the Building or any interest therein, or in the event of an uncured default under this Guaranty or an uncured Default under the Lease), shall provide Guarantor with current financial statements and financial statements for the last two (2) fiscal years of Guarantor (including balance sheet, income statement and cash flow statement). If Guarantor obtains audited financial statements in the ordinary course of business, then Guarantor shall provide Landlord with such audited financial statements, otherwise, Guarantor shall provide Landlord with financial statements certified by Guarantor's chief financial officer. Guarantor represents and warrants that any financial statements heretofore or hereafter provided to Landlord in connection with the Lease are accurate and not misleading. At such times as the information required by this Section 17 is publicly available, Guarantor need not comply with this Section 17.

18. Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly delivered upon personal delivery (or attempted delivery); or as of the third (3rd) business day after mailing by United States mail, by certified, return receipt requested, postage prepaid (during times when normal mail delivery is in effect); or as of the immediately following business day after deposit for next day delivery with Fed Ex or similar nationally recognized overnight courier service:

if to Landlord:

1 Cool Blow Street, Suite 200
Charleston, SC 29403
Attn: Lease Administration

with a copy to:

Federal Capital Partners
5425 Wisconsin Avenue, Suite 202
Chevy Chase, MD 20815
Attn: Mr. Esko I. Korhonen

if to Guarantor:

Akim Anastopoulos
2557 Ashley Phosphate Road
North Charleston, SC 29418

The party to receive notices and the places notices are to be sent for either Landlord or Guarantor may be changed by notice given pursuant to the provisions of this Section 18.

19. Estoppel. Guarantor shall from time to time upon not less than five (5) days' prior written notice, execute and deliver to Landlord a statement in writing that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the Guaranty is in full force and effect as modified and stating the modifications). Any such statement delivered pursuant hereto may be relied upon by any owner of the Building or any interest therein, any prospective purchaser of the Building or any interest therein, any mortgagee or prospective mortgagee of the Building or any interest therein, or any prospective assignee of any such mortgagee. The failure of Guarantor to timely execute and deliver such statement to Landlord shall constitute an acknowledgment by Guarantor that this Guaranty is unmodified and in full force and effect.

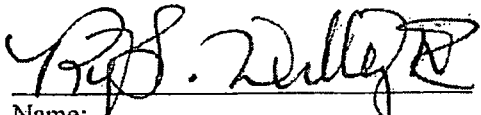
20. Waiver Of Jury Trial. GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER IT OR LANDLORD AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN ANY WAY RELATED TO THIS GUARANTY.

21. ACKNOWLEDGEMENT; ENFORCEABILITY. GUARANTOR REPRESENTS AND WARRANTS TO LANDLORD THAT GUARANTOR HAS READ THIS GUARANTY AND UNDERSTANDS THE CONTENT HEREOF AND THAT THIS GUARANTY IS ENFORCEABLE AGAINST GUARANTOR IN ACCORDANCE WITH ITS TERMS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of this day and year first above written.

WITNESS:


Name: _____

GUARANTOR:

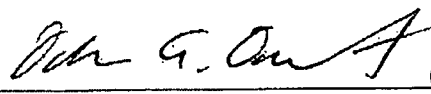
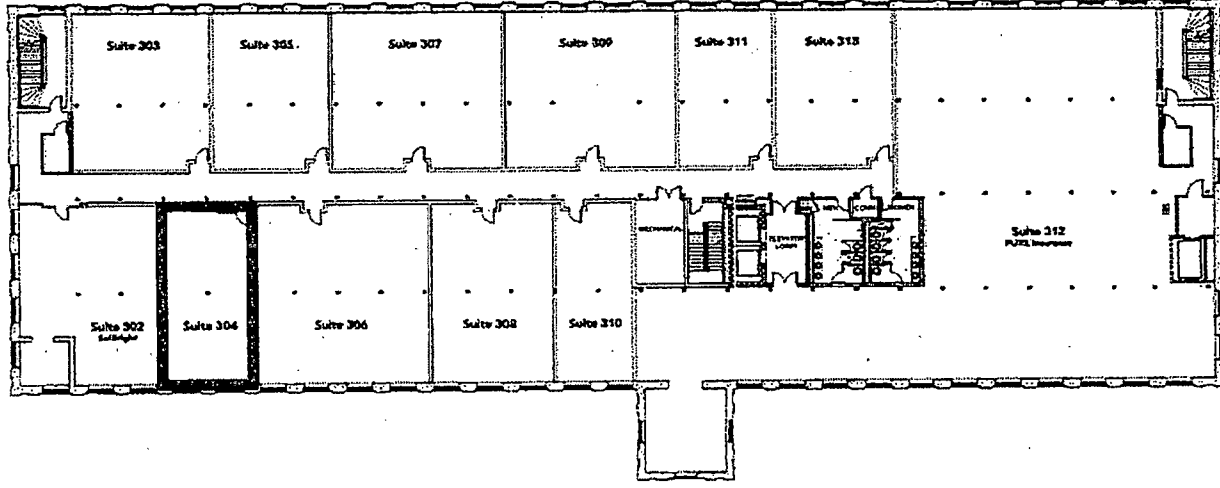
 (Seal)
Name: Akim Anastopoulos

EXHIBIT A-1

FLOOR PLAN OF PREMISES



A-1 - 1.

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A

PROPERTY SITE PLAN



EXHIBIT B

CONSTRUCTION RIDER FOR LANDLORD WORK

(a) The Landlord Work consists of the Base Building Work and the Tenant Upfit. The Base Building Work shall be constructed by Landlord in accordance with the base building Core and Shell Specifications set forth on Exhibit "B-1" (the "Core and Shell Specifications"). The Tenant Upfit shall be constructed by Landlord in accordance with, and subject to the terms and conditions set forth in Exhibit "B-2" (the "Tenant Upfit Terms").

(b) Landlord shall have the right, from time to time, to make reasonable changes and field adjustments in and to the Landlord Work to the extent that the same shall be necessary or desirable in order to adjust to actual field conditions or to cause the Base Building Work or the Tenant Upfit to comply with any applicable requirements of public authorities and/or requirements of insurance bodies. All such changes/field adjustments shall be noted on the applicable plans or documents.

(c) All construction comprising the Tenant Upfit shall be commenced promptly after (i) Landlord has received all permits and approvals for the construction of the Tenant Upfit, and (ii) the Base Building Work has been completed to a degree that permits commencement of construction of the Tenant Upfit.

(d) At the time of Substantial Completion of the Landlord Work, Landlord, in consultation with Tenant, shall generate a Punch List of all asserted defects or incomplete work items in the Tenant Upfit (the "Punch List"). Landlord shall complete all items on the Punch List within a commercially reasonable time following the date of the generation of the Punch List, unless the nature of the incomplete work item listed therein is such that a longer period of time is required to repair or correct the same or unless due to Long Lead Items, Unavoidable Delays or Tenant Delays.

(e) For purposes of determining Tenant Delays under the Lease, the term Tenant shall include Tenant's Agents. In the event that Landlord has made a reasonable request for a certain approval or item to be provided by Tenant by a certain date and Tenant fails to reply or provide said item by said date, and any number of days by which Tenant fails to meet such deadline shall be a Tenant Delay.

(f) Other than the Landlord Work, possession of the Premises is in its "as is" condition.

EXHIBIT B-1

OFFICE CORE AND SHELL SPECIFICATIONS

1.0 Building and Shell Improvements

Landlord will construct and shall deliver to Tenant at no additional expense the following items which collectively comprise and are hereby defined as the "Base Building". All items shall be completed in accordance with applicable Building Codes, laws, and regulations, and historic tax credit requirements, including without limitation the Americans with Disabilities Act (ADA).

- (a) The building shell and exterior, including perimeter window frames, seals, mullions, and glazing in good condition;
- (b) The core area, including necessary mechanical, electrical, sprinkler, plumbing, life-safety, heating, ventilation, air conditioning and structural systems fully compliant with appropriate fire-ratings;
- (c) The building common core area finished with painted drywall, lighting, floor covering, sprinklers, and fire alarm;
- (d) In Tenant's Premises, any walls shall be provided in their "as is" condition;
- (e) Building Standard doors at stairwells, toilet rooms, and core service rooms, installed with required hardware and compliant with Code;
- (f) Public stairwells and required paths of egress that are constructed for core and shell as required for the occupied Premises;
- (g) Finished and secured electrical, mechanical, telephone, and janitorial rooms ("service rooms") to the extent located on the floor and as indicated on the Base Building plans;
- (h) Core service electrical rooms shall be complete, with required feeders, transformers, panels, breakers and associated equipment as required to provide electrical service of 5 watts/SF of connected load consisting of 1 watt/USF for lighting (277 volt) and 4 watts/USF convenience (120 volt) service;
- (i) Power Distribution: The electrical design provides for 480/277V, 3 Phase, 4 wire; and 208/120V, 3 Phase, 4 wire power to floor panels.
- (j) Core service telephone rooms shall be secured and installed with plywood backboards, interior lighting and electrical outlets, and sleeves between floors for cabling;
- (k) Core men's and women's toilet rooms, finished to new Building Standards and compliant with ADA, including plumbing fixtures, hot and cold running water, and painted and tiled wall surfaces, accessories and dividers, and exposed ceilings and lighting;
- (l) A passenger elevator serving each floor, and at least one (1) serving the rooftop terrace and at least one (1) additional dedicated freight elevator serving floors 1 through 5, including finished interior cabs and lobbies complete with finished doors, frames, hardware, magnetic hold-open devices,

call lanterns and buttons, fire department connections, and placards as required by Code and consistent with Building Standards;

- (m) Ground floor lobby with lobby finishes installed and complete;
- (n) Exterior plazas and landscaping;
- (o) Service corridor and dumpster access
- (p) Exit signage as required by Code for a core and shell unoccupied building;
- (q) Main mechanical system equipment room and primary insulated supply and return ductwork;
- (r) Primary fire sprinkler system consisting of main piping and associated control valves, mains, laterals, and uprights with sprinkler heads and secondary distribution as required by Code for the unoccupied Premises;
- (s) Fire extinguishers in all core fire extinguisher cabinets;
- (t) Subflooring installed;
- (u) The floor loading capacity in all office areas will be 50 pounds per square foot live load and 42 pounds per square foot dead load; and
- (v) Roof is a modified bituminous roofing system.

2.0 HVAC Design and Performance

Air-conditioning system will be provided with thermostatically controlled zones. The system shall meet the standards recommended below by the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) Standard 55-2004 "Thermal Environmental Conditions for Human Occupancy"

Temperature / Humidity Ranges for Comfort			
Conditions	Relative Humidity	Acceptable Operating Temperatures	
		°C	°F
Summer (light clothing)	If 30%, then	24.5-28	76-82
	If 60%, then	23-25.5	74-78
Winter (warm clothing)	If 30%, then	20.5 - 25.5	69 - 78
	If 60%, then	20 - 24	68 - 75

Source: Adapted from ASHRAE 55-2004.

All office suites will include the main supply ductwork to VAV terminals or other systems serving the perimeter and interior zones, at a ratio of one terminal per 1,200 USF. All "downstream" ductwork, diffusers, return, exhaust and additional zones shall be part of Tenant Work. Thermostats and 25 feet of control wire will be coiled at each terminal, to be installed at Tenant's expense.

3.0 Broom Clean

All floors of the Premises shall be sufficiently clear of Base Building materials and debris to permit commencement of Tenant Work upon delivery of possession.

4.0 Window Treatments

If desired, Tenant at Tenant's sole cost or as a part of its Tenant Upfit Allowance, may purchase and install the building standard window coverings (window covering specification and installation location to be provided by Landlord).

EXHIBIT B-2

TENANT UPFIT TERMS

1. Tenant Upfit Generally. All pre-occupancy tenant work, installations and improvements to the Premises caused to be installed by Landlord pursuant to this Exhibit B-2 shall be referred to as the "Tenant Upfit". All Tenant Upfit shall be purchased and installed at Tenant's sole expense subject to application of the Tenant Upfit Allowance set forth in Section 3 of this Exhibit B-2.

2. Preparation and Approval of Drawings

A. Upon availability, Landlord, at no cost to Tenant, shall provide Tenant, for informational purposes, with all engineering working drawings for the base Building, including mechanical, electrical and plumbing working drawings. Notwithstanding delivery of such base Building drawings, Tenant's architect in designing the Tenant Upfit shall be responsible for verifying all existing field conditions.

B. All prints, drawings, information and other materials to be furnished by Tenant as required hereunder shall be delivered to Landlord at 1 Cool Blow Street, Suite 200, Charleston, SC 29403, Attn: William Cogswell, or such different address as Landlord may designate to Tenant from time to time. Tenant's drawings shall be as follows: (i) schematic documents sufficient for review and preliminary pricing (35%) ("Schematic Documents"), and (ii) biddable and permittable final construction documents (100%) ("Construction Documents"). The Schematic Documents and Construction Documents shall sometimes be referred to generally as the "Documents".

C. Tenant, at its sole expense, shall utilize the services of an architect and engineer approved by Landlord (such approval not to be unreasonably withheld, conditioned or delayed) to prepare all Documents. Said architect and engineer shall be licensed and registered in the State of South Carolina. Tenant shall ensure that all Documents comply with Historic Tax Credit Guidelines and requirements. All Documents shall be submitted to Landlord for approval in the form of two (2) full size and two (2) half size hard copy signed prints, plus two (2) DVD or CD ROM versions, no smaller than 1/8" scale with specifications either on the Documents or attached. Tenant shall also submit to Landlord such further information on Tenant's planned electrical and mechanical (and structural, if applicable) usage at the Premises as requested by Landlord.

D. On or before June 1, 2016, Tenant shall submit the Schematic Documents to Landlord for approval. Landlord shall respond to the complete Schematic Documents within ten (10) business days after receipt. If Landlord disapproves, Landlord shall specify the reasons for disapproval. If Landlord disapproves, Tenant shall within five (5) business days after receipt of Landlord's disapproval, submit to Landlord revised Schematic Documents addressing Landlord's comments, and Landlord shall respond within five (5) business days after receipt of complete revised Schematic Documents. This procedure shall be repeated until the Landlord has approved the Schematic Documents. Landlord may give approval "as noted" in which event the changes noted by Landlord shall be deemed incorporated into the Schematic Documents; provided, if Tenant notifies Landlord within three (3) business days thereafter that it does not accept said changes, then the Schematic Documents shall be deemed disapproved on account of the absence of the changes Landlord had requested.

E. On or before July 1, 2016 (the "Construction Submission Date"), Tenant shall submit the Construction Documents (consistent with the approved Schematic Documents) to Landlord for approval. The Construction Documents shall be in form sufficient to obtain a building permit and shall include detailed final drawings for architectural, electrical, mechanical, structural (if applicable), sprinkler and plumbing and all other work included in the Tenant Upfit. Included in the Construction Documents shall

be specifications for all of the Tenant Upfit. Landlord shall respond to the complete Construction Documents within ten (10) business days after receipt. If Landlord disapproves, Landlord shall specify the reasons for disapproval. If Landlord disapproves, Tenant shall within five (5) business days after receipt of Landlord's disapproval, submit to Landlord revised Construction Documents addressing Landlord's comments, and Landlord shall respond within five (5) business days after receipt of complete revised Construction Documents. This procedure shall be repeated until the Landlord has approved the Construction Documents. Landlord may give approval "as noted" in which event the changes noted by Landlord shall be deemed incorporated into the Construction Documents; provided, if Tenant notifies Landlord within three (3) business days thereafter that it does not accept said changes, then the Construction Documents shall be deemed disapproved on account of the absence of the changes Landlord had requested. Any delay in completion of final approved Construction Documents beyond thirty (30) days following the Construction Submission Date shall be a Tenant Delay.

F. Construction Documents shall include, but not be limited to, the following:

Key plan showing location of Premises	no minimum scale
Floor and Fixture layout plans	1/4" = 1 foot
Overall sections	1/4" = 1 foot
Reflected ceiling plans	1/4" = 1 foot
Details of special conditions encountered	1 1/2" = 1 foot
Interior elevations	1 1/2" = 1 foot
Full sections of types of partitions	1/4" = 1 foot
Door schedule, jamb details, list of hardware	1/2" = 1 foot
Sprinkler, plumbing riser diagram, HVAC plan	1/4" = 1 foot
Mechanical details	n/a
Electrical plans (lighting, power, security)	1/4" = 1 foot
Electrical details, fixture schedules	n/a
Panel board schedules, riser diagrams	n/a
Mechanical/Electrical Submittal Forms	n/a
Specifications on all equipment/materials and workmanship	

G. The Construction Documents as approved by Landlord shall be referred to as the "Final Documents".

H. The approval by Landlord of any Documents shall not constitute implication, representation or certification by Landlord that such Documents are accurate, sufficient, efficient or in compliance with insurance requirements or applicable Laws, including building code compliance and the Americans with Disabilities Act, the responsibility of which belongs solely with Tenant.

3. Pricing.

A. Promptly following approval of the Construction Documents, Landlord shall prepare and submit to Tenant a preliminary construction budget and schedule for the Tenant Upfit based on the approved Construction Documents and a proposed subcontractor bid package (the "Bid Package"). The budget shall provide for a permit expediter and the Bid Package shall provide for an Anticipated Delivery Date consistent with the terms of the Lease and shall include provisions protective of Landlord and Tenant.

B. Landlord shall deliver the Bid Package for bidding to no less than three (3) subcontractors for each major trade. Bidding subcontractors shall be prequalified by Landlord based on the subcontractor's reliability and reputation for quality workmanship and timeliness of performance and

the subcontractor's past job performance with Landlord or the General Contractor. Upon receipt of the bids, Landlord shall prepare a bid analysis and Landlord and Tenant shall meet for the purpose of selecting subcontractors from the conforming bids, based on the price and schedule for each bid. Within five (5) business days after Landlord's delivery of the bid analysis to Tenant, Tenant shall select the successful bidding subcontractors, subject only to Landlord's veto for demonstrable good reasons. Thereafter, Landlord shall execute a contract with the general contractor (the "General Contractor") on AIA forms containing the conforming subcontract bids selected by Tenant (the "Construction Contract"), prepare a construction budget of all hard and soft costs for the Tenant Upfit (the "Construction Budget"), monitor construction progress, hold periodic meetings and prepare meeting minutes, maintain a log of changes and execute Change Orders, disburse funds from the Tenant Upfit Allowance pursuant to this Section 3, and assist Tenant's architect in preparation of the punchlist at Substantial Completion. The Construction Budget shall include a construction management fee payable to Landlord in the amount of five percent (5%) of the total costs of construction of the Tenant Upfit and Change Orders (the "Construction Management Fee"). The total costs of the Tenant Upfit and Change Orders, including the Construction Management Fee, shall be referred to as the "Tenant Upfit Cost".

C. Landlord hereby grants to Tenant an allowance equal to the lesser of (i) \$30.00 per rentable square foot of the Premises, or (ii) the Tenant Upfit Cost (the "Tenant Upfit Allowance"). If the Tenant Upfit Cost exceeds the Tenant Upfit Allowance ("Excess Cost"), then Tenant shall pay to Landlord the Excess Cost within ten (10) days after delivery of the Construction Budget, provided that in all events Tenant shall pay to Landlord the Excess Cost prior to commencement of construction of the Tenant Upfit, and any delay on account thereof shall be a Tenant Delay. If the Excess Cost is increased at any time after preparation of the Construction Budget and payment of the Excess Cost pursuant to this Section 3.C., then Tenant shall pay the amount of such excess to Landlord within ten (10) days after delivery of an invoice therefor to Tenant. Within thirty (30) days after Substantial Completion, Landlord and Tenant shall reconcile the Excess Costs based on the final Tenant Upfit Cost, by making payment one to the other, as applicable.

4. Performance of Tenant Upfit. Landlord shall be responsible for obtaining all necessary building permits and other governmental permits and approvals necessary for construction of the Tenant Upfit. Tenant shall cooperate (and shall cause Tenant's architects and engineers to cooperate) with Landlord in Landlord's efforts to obtain such permits and other approvals. The General Contractor shall construct the Tenant Upfit in a good and workmanlike manner in accordance with the approved Final Documents and all applicable Laws. Simultaneously with selection of the successful bidding subcontractors pursuant to Section 3.B. of this Exhibit B-2, Tenant shall submit to Landlord (i) current financial statements of Tenant (including balance sheet, income statement and cash flow statement) certified to be true, complete and accurate by Tenant's chief financial officer, and (ii) current financial statements of Guarantor (including balance sheet, income statement and cash flow statement) certified to be true, complete and accurate by Guarantor's chief financial officer. If such financial statements show a material adverse change in the financial condition of Tenant or Guarantor from the financial condition shown on the financial statements last submitted to Landlord prior to execution of this Lease, then prior to commencement of construction of the Tenant Upfit, Tenant shall post with Landlord such additional security as reasonably required by Landlord to account for the risk of such material adverse change, and any delay in commencement of construction due to Tenant's failure to so post such additional security shall be a Tenant Delay.

During the design and performance of the Tenant Upfit, Landlord may request Tenant for decisions, selections, clarifications, document execution (for permits, applications or governmental approvals or requirements), cooperation and/or information (collectively, "Tenant Input") reasonably required for performance of the Tenant Upfit, and Tenant shall provide Landlord with complete Tenant Input within two (2) business days after each such request.

Tenant hereby designates Akim Anastopoulou, whose telephone number is (843) 425-4343 and e-mail address is akim@akimlawfirm.com to act as Tenant's representative for purposes of authorizing and executing any and all plans, or other writings and changes thereto in connection with the Tenant Upfit or any Alterations including any and all changes, additions or deletions to the Documents or any other plans, drawings or specifications, and Landlord shall have the right to rely on any documents executed by such authorized party.

5. Long Lead Items. Within ten (10) business days after approval of the Construction Documents, Landlord shall deliver to Tenant a list of all elements of the Tenant Upfit which will be Long Lead Items. If additional items of the Tenant Upfit become Long Lead Items due to circumstances of which Landlord was not aware at the time of the initial designation of Long Lead Items, then Landlord shall notify Tenant in writing of any such additional Long Lead Items within three (3) business days after learning of the unavailability of such items. Within two (2) business days after Landlord notifies Tenant of Long Lead Items, Tenant shall elect either to (i) omit such Long Lead Item from the Tenant Upfit, (ii) omit such Long Lead Item and substitute another item (in which event the parties shall follow the Change Order procedure set forth in Section 6 of this Exhibit B-2), or (iii) require such Long Lead Item to be installed when delivered.

In no event shall the Commencement Date be extended or delayed due to a delay in the installation of Long Lead Items or arising from Tenant's election to retain a Long Lead Item or to omit or substitute a Long Lead Item. Neither Landlord nor Landlord's Agent shall be liable for any losses, claims or damages arising due to delays in the delivery of Long Lead Items to the Premises. In all events, the General Contractor shall complete the Tenant Upfit promptly as delivery of Long Lead Items permits.

6. Change Orders. Upon Tenant's request and submission by Tenant (at Tenant's sole cost and expense) of the necessary information and/or plans and specifications for work other than the Tenant Upfit described in the Final Documents ("Change Orders") and the approval by Landlord of such Change Orders, Landlord shall perform such Change Orders, at Tenant's sole cost and expense, subject, however, to the following provisions of this Section 6. Prior to commencing any Change Orders requested by Tenant, Landlord shall submit to Tenant a Change Order approval form (ASI) and a written statement of the cost of such Change Order, and the estimated impact, if any, on the Substantial Completion Date. Tenant shall execute and return such Change Order form to Landlord within two (2) business days after delivery by Landlord, and the cost therefor shall be paid as set forth in Section 3 of this Exhibit B-2. If Tenant fails to execute or deliver such Change Order form within such two (2) business day period, then Landlord shall not perform such Change Order and shall proceed to perform only the Tenant Upfit as specified in the Final Documents. Nothing herein shall limit Landlord's ability to proceed with minor changes to the Tenant Upfit as required to properly integrate with the Core and Shell Specifications, to implement the intent of the Final Drawings, the Tenant Upfit and/or to properly integrate elements of the Tenant Upfit.

7. Data Cabling, Systems Furniture and Specialty Items. Notwithstanding any provision of this Work Agreement to the contrary, any Specialty Items desired by Tenant shall be installed, permitted and inspected by Tenant's separate contractors at Tenant's expense and shall not be included as part of the Tenant Upfit. Such installations by Tenant shall be subject to the provisions of this Lease. Tenant shall complete installation of all Specialty Items prior to the date the Tenant Upfit is ready for final inspection for a certificate of occupancy for the Premises. Any delay in substantial completion or governmental inspection of the Tenant Upfit due to Specialty Items shall be a Tenant Delay.

8. Lease Provisions. The terms and provisions of the Lease, insofar as they are applicable to this Exhibit B-2, are hereby incorporated herein by reference. All amounts payable by Tenant to Landlord

hereunder shall be deemed to be additional Rent under the Lease and, upon any default in the payment of same, Landlord shall have all of the rights and remedies provided for in the Lease.

EXHIBIT C

DECLARATION OF COMMENCEMENT DATE

Attached to and made part of the Lease dated the _____ day of _____, 2016, entered into by and between ROI-TAN ENTERPRISES, LLC, as Landlord, and ANASTOPOULO LAW FIRM, LLC, as Tenant.

Landlord and Tenant do hereby declare that possession of the Premises was accepted by Tenant on the _____ day of _____, _____. The Lease is in full force and effect as of the date hereof; Landlord has fulfilled all of its obligations under the Lease required to be fulfilled by Landlord on or prior to such date; and Tenant has no right of deduction or set-off whatsoever. The Commencement Date is hereby established to be _____, _____, and the Term of the Lease shall expire on _____, _____.

Tenant represents and warrants that its registered agent in the State of South Carolina is _____, having an address at _____, and that Tenant is in good standing in the State of South Carolina. Attached to this Declaration is evidence of payment of premiums for all insurance required pursuant to Section 16 of the Lease.

WITNESS:

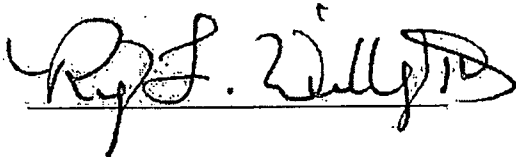
LANDLORD:

ROI-TAN ENTERPRISES, LLC

By: _____

Jay Weaver
Authorized Agent

WITNESS:



TENANT:

ANASTOPOULO LAW FIRM, LLC

By: _____

Name: _____

Title: _____

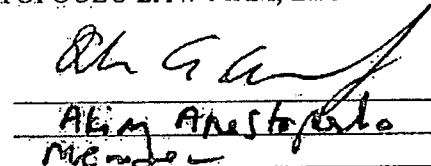

Alex Anastopoulos
Member

EXHIBIT D

RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be used for the disposal of trash, be obstructed by Tenant or be used by Tenant for any purpose other than ingress and egress to and from the Premises and for going from one part of the Building to another part of the Building. The halls, passages, entrances, elevator, stairways, and roof are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto to all persons whose presence in the judgment of Landlord, or its employees, shall be prejudicial to the safety, character, reputation and interests of the Building and its Tenants and occupants.

2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags, or other unsuitable material shall be thrown or placed therein. Damage resulting to all such fixtures or appliances from misuse by Tenant shall be paid by Tenant and Landlord shall not in any case be responsible therefor.

3. Signs, advertisements, or notices visible in or from public corridors or from outside the Building shall be subject to Landlord's prior written approval. All curtains or other window treatments shall be as prescribed by Landlord for a uniform exterior appearance of the Building.

4. No additional locks shall be placed upon any doors of the Premises and each Tenant shall not permit any duplicate keys to be made; but if more than two (2) keys for any door or lock shall be desired, the additional number must be obtained from Landlord and be paid for by the Tenant. Each Tenant must, upon the termination of this Lease, leave the windows and doors in the Premises in like condition as of the Commencement Date of the Lease, and must then surrender to Landlord all keys to the Premises.

5. If Tenant desires blinds or window covering, they must be of such shape, color and material as may be prescribed by Landlord, and shall be erected with the Landlord's prior consent and at the expense of Tenant. No awnings shall be placed on the Premises or Building.

6. Movement in or out of the Building of furniture, office equipment, safes and other heavy equipment, or the dispatch or receipt by Tenant of any bulky material or merchandise, or materials which require use of elevators or stairways or movement through the Building entrances or lobby, shall be restricted to such hours as Landlord reasonably designates. All such movement shall be under the supervision of Landlord and in the manner agreed between Tenant and Landlord by prearrangement before performance. Such prearrangement, to be initiated by Tenant, will include a determination by Landlord, acting reasonably, as to the time, method, and routing of such movement and as to limitations for safety or other concerns. Tenant assumes all risks of damage to articles moved and injury to persons engaged or not engaged in such movement. Tenant shall be liable to Landlord and Landlord's property and personnel who may be damaged or injured as a result of acts in connection with carrying out this service for Tenant, and Landlord shall not be liable for the acts of any person engaged in, or any damage or loss to any property or persons resulting from any act in connection with, such service performed for Tenant. The rate for Landlord supervision hereunder is \$50 per hour as of the Effective Date.

7. Building management shall have the right and authority, acting reasonably, to prescribe the maximum weight and position of safes and other heavy equipment which may overstress any portion of a floor. All damages done to the Building or the Property by taking in or putting out any property of Tenant, or done by Tenant's property while in the Building, shall be repaired at the expense of Tenant.

8. Tenant, its employees, agents, invitees and contractors shall observe and obey all parking and traffic regulations as reasonably imposed by Landlord for the Project. Landlord reserves the right, in its reasonable discretion, to designate reserved parking spaces for certain tenants. If applicable, all contractors, invitees, guests or visitors of Tenant shall park only in spaces designated as visitor parking by Landlord, the number and location of which Landlord may modify, reduce or entirely eliminate from time to time, in Landlord's sole discretion. Landlord in all cases retains the power to designate general parking area procedures. Landlord reserves the right to implement any sort of parking system it deems necessary, desirable or appropriate to monitor and enforce parking restrictions at the Project, including, without limitation, controlling access to the parking lots, using a parking sticker or hang tag method of identifying approved vehicles at the Project, or labeling or otherwise identifying parking spaces as being reserved for certain tenants of the Project. To assist Landlord in such efforts, Tenant agrees to provide Landlord, upon request, at any time, and from time to time, a complete list of the type of car and license tag number of Tenant, Tenant Parties and any other party parking at the Project pursuant to the exercise of the rights of Tenant pursuant to the Lease. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked, parked in a no-parking zone, or which exceeds Tenant's allocated number of parking spaces. All vehicles shall be parked at the sole risk of the owner of such vehicle, and Landlord accepts no responsibility for any damage to or loss of vehicles.

9. Corridor doors, when not in use, shall be kept closed.

10. Tenant space visible from a public area must be kept neat and clean.

11. Tenant shall not do or permit to be done in or about the Premises or the Building anything which shall obstruct or interfere with the rights of any tenant of Landlord or unreasonably annoy them in any way including, but not limited to, loud or amplified noises.

12. No animals shall be brought into or kept in, on, or about the Building or the Property except for certified animals assisting the disabled or non-hazardous display fish.

13. All routine deliveries to the Premises shall be made between the hours of 8:00 a.m. and 5:00 p.m. weekdays. Passenger elevators, if applicable, are to be used only for the movement of persons, unless an exception is approved by the Building management office.

14. Tenant will comply with all security procedures during business hours and after hours and on weekends. Tenants are requested to lock all office doors leading to corridors and to turn out all lights at the close of their working day.

15. No flammable or explosive fluids or materials shall be kept or used within the Building or the Project except in areas approved by Landlord, and Tenant shall comply with all applicable building and fire codes relating thereto.

16. The Property is a smoke-free facility. Landlord may designate from time to time, in Landlord's sole discretion, an area or areas outside of the Building where smoking may take place.

17. Only persons authorized by Landlord will be permitted to furnish ice, drinking water, towels, vending services and other similar services to Tenants, and only at hours and under regulations fixed by Landlord. No Tenant shall employ any person or persons, other than the janitor of Landlord for the purpose of cleaning, or taking charge of the Premises, and it is understood and agreed that Landlord shall not be responsible to any Tenant for any damage not arising out of the negligence of Landlord done to the furniture or other effects of Tenant by the janitor or any of his employees, or any other person, or

for any loss of property of any kind whatever from the Premises, however occurring. Tenant will see each day that the doors to the Premises are securely locked before leaving the Building.

18. Tenant, its employees, clerks, or servants, shall not make or commit any improper noises or disturbances of any kind in the Building, or in the elevators, or make or defile the water closets, or toilet rooms, or the walls, windows or doors of the Building, or interfere in any way with other Tenants or those having business with them.

19. No Tenant shall do or permit anything to be done in the Premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on the Building or on property kept therein, or obstruct or interfere with the rights of other Tenants, or any other way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the Fire Department, or any insurance policy upon the Building or any part thereof.

20. Nothing shall be thrown or allowed to be dropped by Tenant, its employees, clerks or servants out of the windows or doors, or down the passages of the Building, or from any balcony in the Building, and no Tenant shall sweep or throw, or permit to be swept or thrown from the Premises, any dirt or other substances into any of the corridors or halls, elevators or stairways of the Building.

21. No animals or birds, bicycles or other vehicles shall be kept in or about the Premises or the Property or permitted therein.

22. If any Tenant desires to introduce signaling, telegraphic, telephonic or other wires and instruments into the Premises, Landlord shall direct the electricians as to where and how the same are to be placed, and without such directions no placing, boring or cutting for wires will be permitted. Landlord shall in all cases retain the right to require the placing and using of electrical protecting devices to prevent transmission of excessive currents of electricity into or through the Building and to require the changing of wires and of their placing arrangement as Landlord may deem necessary, and further to require compliance on the part of using or seeking access to such wires and such rules as Landlord may establish relating thereto: and in event of noncompliance with such requirements and rules; Landlord shall have the right to immediately cut and prevent the use of such wires.

23. No tenants or employees of any tenant shall go upon the roof of the Building.

24. No mechanics shall be allowed in or about the Building other than those employed by the Building Management without the written consent of Landlord first having been obtained, which consent shall not be unreasonably withheld or delayed; provided, however, Tenant may permit technicians, servicemen and repairmen to enter the Premises for the purpose of maintaining, servicing or repairing office machines and equipment and computer systems used by Tenant.

25. Subject to the terms of the Lease and other reasonable limitations, access may be had by the Tenants to the halls, corridors, elevators and stairways in the Building and to the Premises at any time or times. Access to the Building may be refused unless the person seeking admission is known to the watchman in charge, or has a pass or is properly identified. Landlord shall in no case be liable in damages for the reasonable admission or exclusion of any person from the Building. In the case of invasion, mob riot, public excitement, or other commotion, Landlord reserves the right to prevent entrance to the Building during continuance of the same by closing the doors or otherwise for the safety of the tenants and protection of property in the Building.

26. Landlord in all cases shall prescribe the method and manner in which any merchandise, heavy furniture, large packages or safes shall be brought in or taken out of the Building and also the hours

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at which such moving shall be done. Landlord shall in all cases have the right to prescribe the weight and proper position of such heavy furniture and safes; and all damage done to the Building by taking out of such merchandise, heavy furniture, large packages or safes or any damage done to the Building while said property shall be positioned shall be made good and paid for by Tenant by, through or under whom the said damage may have done. All furniture, equipment or fixtures shall be provided with supports, glides or castors approved by the Landlord.

27. Notwithstanding any other provision in the Lease, in no event shall Tenant be entitled to make any changes, alterations, or modifications of the Building, including, without limitation, anything which would affect the interior or exterior of the Building, window treatments, paint, surface texture, awnings, light fixtures, or signage, without first obtaining Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion and which consent shall not be granted if Landlord believes such change, modification, or alteration could cause the Building to not be in compliance with the standards required for the Building to maintain its Part 3 Certification from the United States Department of the Interior, National Park Service.

EXHIBIT E

CONTRACTOR INSURANCE REQUIREMENTS

Each of Tenant's contractors (each referred to as a "Contractor") shall procure, at its sole cost and expense, the insurance coverages set forth below, and shall maintain such coverages in full force and effect until final payment under the construction contract (other than Completed Operations and Procedures as set forth below). The insurance coverage afforded under the policies described herein shall be primary and non-contributing with respect to any insurance carried independently by the additional insureds. All such insurance policies shall indicate that as respects the insureds (whether named or otherwise), cross-liability and severability of interests shall exist for all coverages provided there under. All policies of insurance required under this Exhibit E shall be issued by insurance companies approved by Landlord, licensed to do business in the State of South Carolina, and having a rating of no less than A/VIII by A.M. Best Co., and shall be written on an "occurrence" basis. Contractor shall promptly furnish Landlord with certificates of insurance evidencing the coverages hereunder, and shall not commence any work in the Premises until such insurance is obtained. Where the insurance requirements set forth in this Exhibit E and the contract documents between Tenant and Contractor conflict, the additional coverage, greater form or amount shall control.

Each such policy or certificate shall name Landlord, Landlord's managing agent of the Building and any mortgagee as additional insureds; such coverage shall be primary and not contributing with or in excess of any coverage which the Landlord, Landlord's managing agent of the Building, or any mortgagee may carry; and shall contain provisions or endorsements that the policy may not be cancelled, terminated or modified without providing a minimum of thirty (30) days written advance notice thereof to Landlord.

(i) Commercial General Liability Insurance. A broad form Commercial General Liability Insurance Policy in form and substance reasonably acceptable to Landlord and including, without limitation, a waiver of subrogation endorsement in favor of the additional insureds, and appropriate endorsements adding the following coverages: Premises and Operations Liability; Explosion, Collapse and Underground Damage Liability; Personal Injury Liability (with employee and contractual exclusions deleted); Broad Form Property Damage Liability; Broad Form Contractual Liability supporting the Contractor's indemnification agreements in favor of the additional insureds; Independent Contractor's Protective Liability; Completed Operations and Products Liability for a period of not less than the applicable statute of limitations. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$2,000,000 for each occurrence of bodily injury and/or property damage and a general aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and a general aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(ii) Comprehensive Automobile Liability Insurance. A Comprehensive Automobile Insurance Policy in form and substance reasonably acceptable to Landlord and including, without limitation, a waiver of subrogation endorsement in favor of the additional insured's. The Comprehensive Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented, leased and non-owned automobiles, and must be written with a combined single limit of liability of not less than \$2,000,000 for each occurrence of bodily injury and/or property damage.

(iii) Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to Landlord and in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident, (ii) \$500,000 for bodily injury by disease, each employee, and (iii) \$500,000 aggregate liability for disease. The Workers' Compensation &

Employer's Liability Insurance Policies must each include a waiver of subrogation endorsement in favor of the additional insureds.

(iv) Umbrella Liability Insurance. An Umbrella Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in Clauses (i) and (ii) and the Employer's Liability in Clause (iii), in form and substance as required in clauses (i), (iii) and (iii) above, and otherwise reasonably acceptable to Landlord and including, without limitation, a waiver of subrogation endorsement in favor of the additional insureds. The Umbrella Liability Insurance Policy must be written with a combined single limit not less than \$10,000,000 for each occurrence of bodily injury and/or property damage, and a general aggregate of liability of not less than \$10,000,000 for bodily injury and/or property damage.

If Contractor fails to furnish and maintain insurance as required by this Exhibit E, Landlord may purchase such insurance on behalf of Contractor, and Tenant shall pay the cost thereof to Landlord upon demand, as additional rent under the Lease. Except as otherwise expressly provided herein, all insurance policies required by the terms of this Exhibit E shall be kept in full force and effect until the date of final payment to Contractor.

Contractors' and each subcontractors' personal property (e.g. equipment, machinery, tools) shall be insured by each Contractor and subcontractor, as applicable. If Contractor or any subcontractor elects to self-insure such risks, Contractor and/or subcontractor, as applicable, shall hold Landlord harmless, and they hereby waive rights of recovery against Landlord therefor.

GUARANTY OF LEASE

THIS GUARANTY OF LEASE is made as of this _____ day of May, 2016, by AKIM ANASTOPOULO ("Guarantor"), having a residence address of 2557 Ashley Phosphate Road, North Charleston, South Carolina 29418, in favor of ROI-TAN ENTERPRISES, LLC ("Landlord").

RECITALS

A. Anastopoulo Law Firm, LLC, a South Carolina limited liability company ("Tenant") is desirous of entering into that certain lease of even date herewith (the "Lease") with Landlord for rentable area in the office building situated at 701 East Bay Street, Charleston, South Carolina.

B. Guarantor has requested that Landlord enter into the Lease.

C. Landlord has declined to enter the Lease unless Guarantor guarantees the Lease.

D. Guarantor holds ownership interests in Tenant, will be materially benefited by the Lease, and is not just an accommodation party.

NOW THEREFORE, to induce Landlord to enter into the lease, Guarantor hereby agrees as follows:

1. Unconditional Guaranty. Guarantor unconditionally guarantees to Landlord and the successors and assigns of Landlord the full and punctual payment, performance and observance by Tenant of all of the terms, covenants and conditions in the Lease to be kept, performed or observed by Tenant. If, at any time, Tenant shall default in the performance or observance of any of the terms, covenants or conditions in the Lease to be kept, performed or observed by Tenant, including, without limitation, the payment of any Rent or other charge, Guarantor will keep, perform and observe the same, as the case may be, in place and stead of Tenant.

2. Waiver of Notice; No Release of Liability. Any act of Landlord or the successors or assigns of Landlord consisting of the giving of any consent to any manner or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, may be done without any notice to Guarantor and without releasing the obligations of Guarantor hereunder. The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application or release of security given for the performance and observance of covenants and conditions in the Lease to be performed or observed by Tenant, or by any modifications of the Lease. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditors, receivership, bankruptcy, or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the lease by Tenant; (e) any disability or other defense of Tenant; (f) the cessation from any cause whatsoever of the liability of Tenant; or (g) the exercise by Landlord of any rights or remedies reserved to Landlord under the Lease, provided or permitted by law or by reason of any termination of the Lease.

3. Joinder; Statute of Limitations. Guarantor agrees that it may be joined in any action against Tenant in connection with the obligations of Tenant under the lease as covered by this Guaranty and recovery may be had against Guarantor in any such action or Landlord may enforce the obligations of Guarantor hereunder without first taking any action whatsoever against Tenant or its successors and

assigns, or pursue any other remedy or apply any security it may hold, and Guarantor hereby waives all rights to assert or plead at any time any statute of limitations as relating to the Lease and the obligations of Guarantor hereunder.

4. **Limitation of Claims; Subordination.** Until all of the covenants and conditions in the Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor: (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor, in compliance with the obligations of Guarantor hereunder; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

5. **De Facto Tenant.** In the event this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction or in the event of any limitation of liability of Guarantor herein other than expressly provided herein, then Guarantor shall be deemed to be a tenant under the Lease with the same force and effect as if Guarantor were expressly named as a joint and several tenant therein with respect to the obligations of Tenant thereunder hereby guaranteed.

6. **Amendment or Assignment of Lease.** The provisions of the Lease may be changed, modified, amended or waived by agreement between Landlord and Tenant at any time, or by course of conduct, without the consent of and without notice to Guarantor. This Guaranty shall guarantee the performance of the Lease as so changed, modified, amended or waived. Any assignment of the Lease (as permitted by the Lease) shall not affect this Guaranty and if Landlord disposes of its interest in the Lease, "Landlord", as used in this Guaranty, shall mean Landlord's successors and assigns.

7. **Defenses of Tenant.** Guarantor waives any defense by reason of any legal or other disability of Tenant and any other party to the Lease, and further waives any other defense based on the termination of Tenant's liability for any cause, as well as any presentments, or notices of acceptance of this Guaranty, and further waives all notices of the existence, creation, or incurring of new or additional obligations.

8. **No Waiver by Landlord.** No delay on the part of Landlord in exercising any right hereunder or under the Lease shall operate as a waiver of such right or of any other right of Landlord under the Lease or hereunder, nor shall any delay, omission or waiver on any one or more occasions be deemed a bar to or a waiver of the same or any other right on any other future occasion.

9. **Joint and Several Liability.** If there is more than one undersigned Guarantor, the term "Guarantor", as used herein, shall include all of such undersigned and each and every provision of this Guaranty shall be binding on each and every one of the undersigned and they shall be jointly and severally liable hereunder and Landlord shall have the right to join one or all of them in any proceeding or to proceed against them in any order.

10. **Whole Agreement.** This instrument constitutes the entire agreement between Landlord and Guarantor with respect to the subject matter hereof, superseding all prior oral or written agreements or understandings with respect thereto and may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.

11. **Applicable Law.** This Guaranty shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to conflict of laws principles.

12. Guarantor's Successors. Guarantor's obligations under this Guaranty shall be binding on the successors, heirs and assigns of Guarantor. Guarantor shall not be released by an assignment or delegation by it of its obligations hereunder.

13. Attorneys' Fees. If Landlord is required to enforce Guarantor's obligations hereunder by legal proceedings, Guarantor shall pay to Landlord all costs incurred, including without limitation, reasonable attorneys' fees.

14. Captions. The paragraph headings appearing herein are for purposes of identification and reference only and shall not be used in interpreting this Guaranty.

15. Interpretation; Severability. It is agreed that if any provision of this Guaranty or the application of any provision to any person or any circumstance shall be determined to be invalid or unenforceable, such determination shall not affect any other provisions of this Guaranty or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Guaranty is capable of two constructions one of which would render the provision valid, the provision shall have the meaning which renders it valid.

16. Extensions and Renewals. This Guaranty shall apply to the Lease, any extension or renewal thereof and to any holdover term following the term granted in the Lease or any extension or renewal thereof.

17. Financial Statements. Guarantor, within fifteen (15) days after request from time to time (but no more than once in any twelve (12) month period, except in the event of a proposed sale or financing of the Building or any interest therein, or in the event of an uncured default under this Guaranty or an uncured Default under the Lease), shall provide Guarantor with current financial statements and financial statements for the last two (2) fiscal years of Guarantor (including balance sheet, income statement and cash flow statement). If Guarantor obtains audited financial statements in the ordinary course of business, then Guarantor shall provide Landlord with such audited financial statements, otherwise, Guarantor shall provide Landlord with financial statements certified by Guarantor's chief financial officer. Guarantor represents and warrants that any financial statements heretofore or hereafter provided to Landlord in connection with the Lease are accurate and not misleading. At such times as the information required by this Section 17 is publicly available, Guarantor need not comply with this Section 17.

18. Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly delivered upon personal delivery (or attempted delivery); or as of the third (3rd) business day after mailing by United States mail, by certified, return receipt requested, postage prepaid (during times when normal mail delivery is in effect); or as of the immediately following business day after deposit for next day delivery with Fed Ex or similar nationally recognized overnight courier service:

if to Landlord:

1 Cool Blow Street, Suite 200
Charleston, SC 29403
Attn: Lease Administration

with a copy to:

Federal Capital Partners

5425 Wisconsin Avenue, Suite 202
Chevy Chase, MD 20815
Attn: Mr. Esko I. Korhonen

if to Guarantor:

Akim Anastopoulo
2557 Ashley Phosphate Road
North Charleston, SC 29418

The party to receive notices and the places notices are to be sent for either Landlord or Guarantor may be changed by notice given pursuant to the provisions of this Section 18.

19. Estoppel. Guarantor shall from time to time upon not less than five (5) days' prior written notice, execute and deliver to Landlord a statement in writing that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the Guaranty is in full force and effect as modified and stating the modifications). Any such statement delivered pursuant hereto may be relied upon by any owner of the Building or any interest therein, any prospective purchaser of the Building or any interest therein, any mortgagee or prospective mortgagee of the Building or any interest therein, or any prospective assignee of any such mortgagee. The failure of Guarantor to timely execute and deliver such statement to Landlord shall constitute an acknowledgment by Guarantor that this Guaranty is unmodified and in full force and effect.

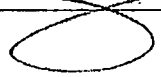
20. Waiver Of Jury Trial. GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER IT OR LANDLORD AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN ANY WAY RELATED TO THIS GUARANTY.

21. ACKNOWLEDGEMENT; ENFORCEABILITY. GUARANTOR REPRESENTS AND WARRANTS TO LANDLORD THAT GUARANTOR HAS READ THIS GUARANTY AND UNDERSTANDS THE CONTENT HEREOF AND THAT THIS GUARANTY IS ENFORCEABLE AGAINST GUARANTOR IN ACCORDANCE WITH ITS TERMS.

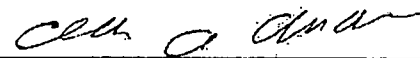
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of this day and year first above written.

WITNESS:


Name: 

GUARANTOR:


Name: Akim Anastopoulos (Seal)

AA 

PELZER LAW FIRM, LLC

266 MEETING STREET CHARLESTON, SOUTH CAROLINA 29401

May 29, 2019

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, South Carolina 29401-2258

RE: *ROI-TAN Enterprises, LLC vs. Akim Anastopoulos*
Case No. 2019-CP-10-_____
PLF Client: ROI-TAN Enterprises, LLC
PLF File No. 19.342

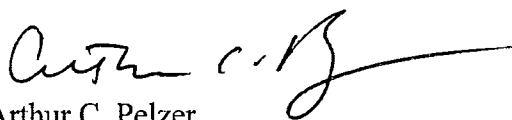
Dear Julie:

Enclosed, please find the *Civil Action Coversheet, Summons and Complaint* for the above-referenced case, plus the filing fee. I kindly ask that you file the original and return the filed copy to my office in the self-addressed, stamped envelope provided for your convenience.

Should you have any questions or need any additional information, please do not hesitate to contact my office.

With kindest regards, I remain

Sincerely,


Arthur C. Pelzer

ACP/cam

Enclosures

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ROI-TAN ENTERPRISES, LLC

Plaintiff,

VS.

AKIM ANASTOPOULO and
ANASTOPOULO LAW FIRM, LLC

Defendants.

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO. 2019-CP-10-02894

SUMMONS

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this Complaint upon the subscriber, at the address shown below, within fifteen (15) days after service hereof, exclusive of the day of such service, and if you fail to appear and defend this action by answering the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

PELZER LAW FIRM, LLC

s/ Arthur C. Pelzer

Arthur C. Pelzer, Esquire

SC Bar No. 71153

266 Meeting Street

Charleston, South Carolina 29401

Phone (843) 789-4511

arthur@pelzerlawfirm.com

January 16, 2020

Charleston, South Carolina

**ATTORNEY FOR PLAINTIFF
ROI-TAN ENTERPRISES, LLC**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2019-CP-10-02894
	)	
ROI-TAN ENTERPRISES, LLC	)	
	)	
Plaintiff,	)	AMENDED COMPLAINT
	)	<i>Jury Trial Demanded</i>
vs.	)	
	)	
AKIM ANASTOPOULO and	)	
ANASTOPOULO LAW FIRM, LLC	)	
	)	
Defendants.	)	

COMES NOW THE PLAINTIFF ROI-TAN Enterprises, LLC (hereafter the "Plaintiff"), by and through the undersigned counsel, and complains of the above-named Defendants Anastopoulo Law Firm, LLC and Akim Anastopoulo as follows:

1. The Plaintiff is a limited liability company organized and existing under the laws of the State of South Carolina and at all relevant times herein was doing business in Charleston County, South Carolina.
2. The Defendant Akim Anastopoulo (hereafter "Anastopoulo") is an individual who is a resident of Charleston County, South Carolina.
3. The Defendant Anastopoulo Law Firm, LLC (hereafter "Law Firm") is a limited liability company organized and existing under the laws of the State of South Carolina and at all relevant times herein was doing business in Charleston County, South Carolina.
4. The Court has subject matter and personal jurisdiction over the subject matter and all parties to this litigation, and venue is proper in Charleston County, South Carolina.
5. Plaintiff entered into the Office Lease Agreement (hereafter the "Lease Agreement") with Law Firm for Suite 304 in the Cigar Factory located at 701 East Bay Street (hereafter the "Subject Property"). **(Exhibit A: Office Lease Agreement incorporated in full by reference herein).**

6. As a condition of and consideration for Plaintiff agreeing to enter into the Lease Agreement with Law Firm, Anastopoulo executed the Guaranty of Lease, which is designated as Schedule 1 to the Lease Agreement.

7. Article 6 of the Lease Agreement made Law Firm responsible for and required it to pay to Plaintiff monthly sums for rent, late payment charges, additional rent, and taxes for the Subject Property.

8. Article 7 of the Lease Agreement made Law Firm responsible for and required it to pay Plaintiff for real estate taxes and operating charges for the Subject Property.

9. Anastopoulo personally guaranteed payment of all sums owed by Law Firm under the Lease Agreement, including but not limited to Articles 6 and 7, and to perform all obligations of Law Firm under the terms of the Lease Agreement.

10. Law Firm has failed to pay all sums owed as rent to Plaintiff and has failed and refused to cure the default despite being placed on notice of said default by Plaintiff.

11. By letter dated January 31, 2019, Plaintiff elected to terminate the Lease Agreement and exercise its right pursuant to Article 15 of the Lease Agreement as a result of Law Firm's violations of the provisions of the Lease Agreement.

12. Law Firm failed to pay rent prior to the termination of the Lease Agreement and thus owes Plaintiff the sum of \$30,299.00 due to its breach of the terms and conditions of the Lease Agreement.

13. Plaintiff has been wrongfully required to fund unamortized commissions through the date of termination of the Lease Agreement due to Law Firm's breach of the terms and conditions of the Lease Agreement.

14. Plaintiff has suffered and will continue to suffer lost rents due to Law Firm's breach of the terms and conditions of the Lease Agreement.

15. Plaintiff will suffer a decrease in rent owed by Law Firm under the terms of the Lease Agreement by placing another tenant in the Subject Property due to Law Firm's breach of the terms and conditions of the Lease Agreement

16. Plaintiff has been forced to incur costs totaling \$33,490.00 to make the Subject Property suitable for marketing and rent by another tenant following surrender by Law Firm due to its breach of the terms and conditions of the Lease Agreement.

17. Plaintiff will incur commission on a new lease agreement for the Subject Property due to Law Firm's breach of the terms and conditions of the Lease Agreement.

18. Pursuant to Article 25.10 of the Lease Agreement, Law Firm and Anastopoulo waived their rights to a trial by jury for any action to collect rents and other damages owed under the terms of the Lease Agreement.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

19. Plaintiff restates and realleges the allegations in the preceding paragraphs (to include all sub-parts) as if set forth verbatim herein.

20. Law Firm entered into a valid and binding contract with Plaintiff.

21. Anastopoulo entered into a valid and binding Guaranty of Lease with Plaintiff and agreed to be responsible for the performance of the Lease Agreement and all obligations of Law Firm under the terms of the Lease Agreement.

22. Law Firm and Anastopoulo breached the terms of the Lease Agreement by failing to pay rent when due which has been the direct and proximate cause of damages to Plaintiff.

23. As the direct and proximate result of Law Firm and Anastopoulo's breach of contract, Plaintiff has suffered liquidated damages totaling \$101,488.00 and other amounts as may be proved at trial

WHEREFORE, the Plaintiff prays unto this Honorable Court as follows:

- a) For an award of actual damages in an amount of \$101,488.00 and all other amounts as may be determined at trial;
- b) For an award of its attorney's fees and costs; and,
- b) For such other and further relief as this Court may deem just and proper.

PELZER LAW FIRM, LLC

s/ Arthur C. Pelzer

Arthur C. Pelzer, Esquire
SC Bar No. 71153
266 Meeting Street
Charleston, South Carolina 29401
Phone (843) 789-4511
arthur@pelzerlawfirm.com

**ATTORNEY FOR PLAINTIFF
ROI-TAN ENTERPRISES, LLC**

January 16, 2020
Charleston, South Carolina

Office Lease Agreement

By and Between

ROI-TAN Enterprises, LLC, as Landlord

and

Anastopoulo Law Firm, LLC, as Tenant

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List of Schedules and Exhibits

Schedule 1	Form of Guaranty of Lease
Exhibit A-1	Floor Plan of Premises
Exhibit A-2	Property Site Plan
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Exhibit B-2	Tenant Upfit Terms
Exhibit C	Declaration of Commencement Date
Exhibit D	Rules and Regulations
Exhibit E	Contractor Insurance Requirements

OFFICE LEASE AGREEMENT

THIS LEASE ("Lease") is made and entered into at Charleston, South Carolina as of the 21 day of May 2016 ("Effective Date"), by and between **ROI-TAN ENTERPRISES, LLC**, a South Carolina limited liability company ("Landlord") and **ANASTOPOULO LAW FIRM, LLC**, a South Carolina limited liability company ("Tenant"). Landlord and Tenant agree as follows:

1. BASIC LEASE PROVISIONS.

Each reference in this Lease to this Section 1 or any portion hereof shall mean and refer to the following terms, the application of which shall be governed by the provisions in the remaining Sections of this Lease:

1.1 Landlord: ROI-TAN Enterprises, LLC

1.2 Landlord's Address: 1 Cool Blow Street, Suite 200, Charleston, SC 29403, Attn: Lease Administration.

1.3 Tenant: Anastopoulos Law Firm, LLC

1.4 Tenant's Address: 2557 Ashley Phosphate Road, North Charleston, SC 29418.

1.5 Premises Address: 701 East Bay Street, Suite 304 Charleston, SC.

1.6 Premises Square Footage: 1,313 rentable square feet.

1.7 Initial Term: Five (5) years.

1.8 Commencement Date: The date Landlord Substantially Completes the Landlord Work and delivers possession of the Premises to Tenant, provided however, (a) the Commencement Date shall not be earlier than the Anticipated Delivery Date unless Tenant takes possession of the Premises on such earlier date and (b) the Commencement Date shall occur on the Anticipated Delivery Date if the Landlord does not Substantially Complete the Landlord Work on or before the Anticipated Delivery Date as a result of Tenant Delay, Long Lead Items or Specialty Items (provided, however, in no event shall Tenant be entitled to take occupancy of the Premises until the Landlord Work is Substantially Complete). Within three (3) days after the Commencement Date, Landlord and Tenant shall execute the Declaration of Commencement Date attached hereto as Exhibit C.

1.9 Anticipated Delivery Date: November 1, 2016.

1.10 Rent Start Date: Commencement Date.

1.11 Base Rent: Base Rent shall be as set forth below for the Initial Term:

Lease Year (Period of Time)	Base Rent Per RSF	Annual Base Rent	Monthly Base Rent
Months 1 - 12	\$34.00	\$44,642.00	\$3,720.17
Months 13 - 24	\$35.02	\$45,981.26	\$3,831.77
Months 25 - 36	\$36.07	\$47,360.70	\$3,946.72

Months 37 - 48	\$37.15	\$48,781.52	\$4,065.13
Months 49 - 60	\$38.27	\$50,244.96	\$4,187.08

1.12 (a) **Tenant's Proportionate Share (initial):** 0.62%

(b) **Tenant's Office Expense Share (initial):** 0.91%

1.13 **Base Year:** Calendar year 2016.

1.14 **Security Deposit:** \$11,160.51.

1.15 **Permitted Use:** General office space typical for a first class office building in Charleston, South Carolina. In no event shall alcohol be served on the Premises.

1.16 **Guarantor:** Akim Anastopoulos.

1.17 **Tenant Upfit Allowance:** Up to \$30.00 per rentable square foot for actual improvements made, subject to the terms hereof.

1.18 **Brokers:** Roadstead Real Estate Advisors, LLC and Palmetto Commercial Properties, LLC

2. DEFINITIONS.

2.1 **Definitions.** The capitalized terms set forth below, unless the context clearly requires otherwise, shall have the following meanings in this Lease:

"Additional Rent" means all rent and other charges due and owing under this Lease, other than Base Rent.

"Agents" means a party's authorized agents, representatives, consultants, contractors, partners, members, shareholders, subsidiaries, affiliates, directors, officers and employees, including without limitation, any additional insureds Landlord designates and any property manager, in the case of Landlord, and including Tenant's customers, subtenants, licensees, invitees and concessionaires (and their respective Agents) in the case of Tenant.

"Alterations" means any alterations, decorations, modifications, additions or improvements made in, on, about, under or contiguous to the Premises after the Commencement Date, including but not limited to, lighting, HVAC and electrical fixtures, pipes and conduits, transfer, storage and disposal facilities, partitions, drapery, wall coverings, shelves, cabinetwork, carpeting and other floor coverings, ceiling tiles, fixtures and carpentry installations.

"Anticipated Delivery Date" shall mean the date set forth in Section 1.9 above, as the same may be extended day for day by any Unavoidable Delay or Tenant Delay.

"Applicable Laws" means any and all laws, rules, regulations, guidelines, ordinances, statutes and restrictions or requirements of any governmental authority, board of insurance underwriters, utility companies or other similar bodies now or hereafter in effect.

"Applicable Rate" means twelve percent (12%) per annum.

"Building" means the building located on the Property and in which the Premises are located.

"Building Standard Electrical Capacity" means the watts per rentable square foot for convenience outlets, exclusive of ceiling lighting and base Building HVAC, as specified on Exhibit B-1.

"Casualty" is defined in Section 17.1.

"Claims" shall mean claims, liabilities, demands, causes of action, attorneys' fees, damages, judgments and expenses of any nature.

"Common Areas" shall mean all areas, improvements, space, equipment and special services in or at the Property provided by Landlord from time to time for the common or joint use and benefit of tenants, customers, and other invitees, including without limitation garage access roads, driveways, parking areas and entrances and exits, retaining walls, landscaped areas, truck serviceways or tunnels, loading docks, pedestrian walkways, atriums, walls courtyards, concourses, stairs (including exterior stairs), ramps, sidewalks, washrooms, signs identifying or advertising the Property, utility chases, maintenance and utility rooms and closets, hallways, lobbies, elevators and their housing and rooms, common window areas, walls and ceilings in Common Areas, and trash or rubbish areas outside of individual premises. Common Areas shall also include the exterior parking areas, landscaped areas and parking lot lighting located on the Property or over which Landlord has acquired rights of parking for the Building. Landlord reserves the right to add areas to, delete areas from, and/or modify the Common Areas, provided that Tenant shall have reasonable access to the Premises at all times, except in the event of emergency or imminent danger to health or property. Access to off-site parking facilities after normal business hours shall be in conjunction with other parkers allowed by the City of Charleston or the owner(s) of such off-site parking facilities.

"Construction Rider" means the rider between Landlord and Tenant regarding the construction of the Landlord Work set forth on Exhibit B attached hereto and incorporated herein.

"Core Factor" means 14.75%.

"Expiration Date" means the date the Initial Term expires.

"Historic Tax Credit Guidelines" is defined in Section 5.2.

"HVAC" means the heating, ventilating and air conditioning system serving the Premises and/or the Property.

"Landlord Work" shall mean the Base Building Work and the Tenant Upfit, as the same are more particularly described in the Construction Rider.

"Lease Year" shall mean the first (1st) twelve (12) full calendar months from and after the Commencement Date, and each twelve (12) month period thereafter during the Term. If the Commencement Date occurs on a date other than the first (1st) day of a calendar month, then such partial calendar month from and after the Commencement Date shall be included in the first (1st) Lease Year.

"Long Lead Items" shall mean any item (or material element thereof) of the Tenant Upfit which is either not typical for normal office use in Charleston, South Carolina or which, due to circumstances beyond the reasonable control of Landlord, or long lead times necessary for fabrication or delivery, will not be available at the Premises in time to be completed and installed prior to the required

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date in the construction schedule for installation of such item in order to properly sequence Substantial Completion of the Landlord Work on or before the Anticipated Delivery Date.

"Mortgage" means any mortgage, deed of trust or other security interest having a lien on or covering the Property or any part thereof.

"Mortgagee" means any mortgagee, beneficiary or lender of a Mortgage.

"Notice" means each and every notice, communication, request, demand, reply or advice, or duplicate thereof, in this Lease provided or permitted to be given, made or accepted by either party to any other party, which shall be in writing and given in accordance with the provisions of Section 20.

"Part II Approval" means the "Part II" Approval from the State Historic Preservation Office and the Department of the Interior for both Federal and State Historic Tax Credits.

"Premises" means the premises shown and cross-hatched on Exhibit A-1 attached hereto.

"Project" shall mean the Property and any parking areas serving the Property.

"Property" means that certain real property, and all improvements thereon (including the Building), located within the boundaries of such property, shown on the Property Site Plan.

"Property Site Plan" means Exhibit A-2 attached hereto.

"Rent" shall mean Base Rent and Additional Rent.

"Rentable Area" and **"rentable square feet"** are defined as (i) Usable Area divided by (ii) one (1) minus the Core Factor.

"Rules and Regulations" means the rules and regulations described in Exhibit D and any modifications thereto reasonably promulgated by Landlord from time to time, provided such modifications do not unreasonably interfere with Tenant's use and enjoyment of the Premises.

"Specialty Items" means any data cabling, systems furniture, A/V equipment or security systems to be installed in the Premises by Tenant as part of the Tenant Upfit.

"Substantial Completion" and **"Substantially Completed"** means the Landlord Work, or repair of the Premises following a Casualty, having been sufficiently completed to meet the requirements for issuance of a certificate of occupancy (or temporary certificate of occupancy) by the City of Charleston, South Carolina. In the event of Long Lead Items, Tenant Delays or Specialty Items, Substantial Completion shall be deemed to have occurred on the date (as reasonably determined by Landlord) that the Landlord Work would have been Substantially Completed (i.e., other than punch list items) but for such Long Lead Items, Tenant Delays or Specialty Items.

"Tenant Delay" means any delay in Substantial Completion attributable to Tenant, including without limitation: (i) the failure of Tenant to timely comply with its obligations under this Lease or the Construction Rider, including any act or omission described as a Tenant Delay in the Construction Rider; (ii) Tenant's failure to timely pay any Excess Costs; (iii) the performance of any work or other activity in the Premises by any person or firm employed or retained by Tenant which hinders Landlord's performance hereunder; (iv) Long Lead Items and/or Specialty Items; (v) Change Orders; (vi) interference with or delay of the performance of the Tenant Upfit by Tenant or Tenant's

Agents, contractors or vendors; or (vii) any other act or omission of Tenant, which act or omission continues for twenty-four (24) hours after notice thereof is delivered to Tenant. In the event of Tenant Delays, the Substantial Completion Date and the Commencement Date shall be the date(s), as reasonably determined by Landlord, that the Landlord Work would have been Substantially Completed and/or the Commencement Date would have occurred, but for the Tenant Delay.

"Tenant's Office Expense Share" means that fraction, expressed as a percentage, the numerator of which is the number of rentable square feet of the Premises, and the denominator of which is the number of rentable square feet of all office space in the Building.

"Tenant's Personal Property" means Tenant's removable trade fixtures, furniture, equipment, inventory and other personal property located in or on the Premises.

"Tenant's Proportionate Share" means that fraction, expressed as a percentage, the numerator of which is the number of rentable square feet of the Premises, and the denominator of which is the number of rentable square feet of all office and retail space in the Building.

"Term" means the Initial Term and any extensions thereof.

"Unavoidable Delay" means any delay, interruption or prevention beyond the reasonable control of Landlord or Tenant, as the case may be, including, but not limited to, delay, interruption or prevention due to inclement weather, natural disaster, casualty, labor strikes or disputes, shortage of materials, labor or utility services (and at reasonable prices), national emergency, delays in governmental approvals, acts of God, governmental restrictions, fire, explosion, war, invasion, insurrection, rebellion or riots, or acts of terrorism.

"Usable Area" shall be measured in accordance with the Building Owners and Managers Association (BOMA) Standard Method of Measurement (ANSI/BOMA Z65.1-2010), Method A (Legacy) (the **"BOMA Standard"**). The BOMA Standard shall apply to Usable Area only and not to Rentable Area.

2.2 Other Definitions. Terms defined in the Basic Lease Provisions in Section 1 or elsewhere in this Lease or the exhibits, riders, schedules and attachments, unless the context clearly require otherwise, shall have the meanings as there given.

3. PREMISES.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises upon the terms, covenants, and conditions set forth in this Lease. The exact Usable Area of the Premises shall be subject to final measurement by Landlord's architect in accordance with the BOMA Standard, and if the resulting measurement produces a Rentable Area for the Premises other than 1,313 rentable square feet, then all economic terms contained in this Lease that are based on rentable square footage (to include, without limitation, Base Rent, Security Deposit, Tenant's Proportionate Share and Tenant Upfit Allowance) shall be adjusted accordingly.

4. TERM; DELIVERY OF PREMISES.

The initial term of the Lease (**"Initial Term"**) is the period set forth in Section 1.7, plus any initial partial calendar month, commencing on the Commencement Date (as defined in Section 1.8). Landlord agrees to Substantially Complete the Landlord Work and deliver possession of the Premises to Tenant on or before the Anticipated Delivery Date, subject, however, to the remaining terms of this Lease (including

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the terms of the Construction Rider and associated Exhibits). If Landlord fails to Substantially Complete the Landlord Work by the Anticipated Delivery Date, as such date may be extended for Tenant Delay, Long Lead Items, Specialty Items or Unavoidable Delay, then Landlord and its Agents shall not be liable or responsible for any claims, damages or liabilities arising in connection therewith or by reason thereof, nor shall Tenant be excused or released from this Lease on account thereof. In such event, the Commencement Date shall be extended as provided in Section 1.8. Neither Landlord nor its Agents have made any representations with respect to the Premises, the Building or the land upon which it is erected, except as expressly set forth herein or as may be agreed to, in writing, by both parties, and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession of the Premises by Tenant shall be conclusive evidence that Tenant accepts the same "as is", that all obligations imposed upon Landlord under this Lease have been fully performed and that the Premises were in good condition at the time possession was taken, except for punch list items as may be agreed upon in writing, by both parties prior to entry.

5. OPERATION OF TENANT'S BUSINESS.

5.1 Use. Tenant shall only use the Premises as set forth in Section 1.15.

5.2 Tenant's Business Operations. Tenant in its use of the Premises shall comply with the Rules and Regulations and all Applicable Laws and requirements of Landlord's fire rating organization and/or any insurer under any policy affecting any part of the Premises, now or hereafter in effect, and with the requirements of the historic tax credit guidelines (a copy of which is on file at the office of Landlord and available for review upon request of Tenant) (the "Historic Tax Credit Guidelines"), the conditions of the Part II Approval, and the South Carolina state historic tax requirements and the requirements for the tax credit available under the South Carolina Textiles Communities Revitalization Act.

5.3 Prohibited Acts. Tenant covenants that neither Tenant nor Tenant's Agents will (i) place any personal property, inventory or other articles in any entry to the Premises or in any area outside of the Premises; (ii) create or maintain, or allow others to create or maintain, any nuisances, including without limitation, loud noises, sound effects, offensive odors and smoke or dust in or about the Premises, or any other activity that disturbs the quiet enjoyment of any other tenant in the Building; (iii) place or maintain any signs or distribute handbills in any parking area; or (iv) commit any waste.

5.4 Signage. No sign, advertisement or notice (including without limitation those of a temporary nature) visible from the exterior of the Premises shall be inscribed, affixed or displayed without Landlord's prior written consent.

5.5 Hours of Operation. Tenant will have 24 hours a day, seven days a week, 52 weeks a year access to the Premises, subject to the terms and conditions of this Lease. The normal Building hours are 8AM until 6PM Monday through Friday and 10AM until 1PM Saturdays, federal holidays excluded ("Normal Building Hours").

6. RENT AND RENT PAYMENT.

6.1 Rent. Tenant's obligation to pay Base Rent shall begin on the Commencement Date. Tenant shall pay Base Rent in monthly installments, payable on or before the first (1st) day of each calendar month, in the amount set forth in Section 1.11, except that the first (1st) installment of Monthly Base Rent payable by Tenant hereunder shall be paid with execution of this Lease by Tenant. Should the Term begin or end on other than the first or last day of a calendar month, the amount of Rent for such partial month shall be prorated.

6.2 Payment of Rent. Tenant shall pay all Rent to Landlord at the Rent Payment Address specified in Section 1.2, or at such other address as Landlord may designate from time to time. Rent shall not be withheld for any reason, and is not subject to prior notice, demand, deduction or offset. Without prejudice to Landlord's rights to declare Tenant in default for failure to make timely payments, Landlord may, at its option, accept Rent after the due date. The acceptance of Rent by Landlord at any time shall not constitute a waiver of any right of Landlord.

6.3 Late Payment Charge. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent will cause Landlord to incur administrative and other costs, the exact amount of which will be extremely difficult to ascertain. A payment by Tenant of a five (5%) percent late charge shall be due as Additional Rent for any Rent not paid when due, provided that Landlord shall waive the late charge with respect to the first (1st) late payment in any twelve (12) month period, but only if Tenant makes such payment within five (5) days after the due date. Landlord and Tenant hereby agree that such late charge represents a fair and reasonable estimate of the cost Landlord shall incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any other rights and remedies.

6.4 Additional Rent. Tenant shall pay when due all Additional Rent, and if no time frame is specified in this Lease for payment of a particular Additional Rent amount, then Tenant shall pay such Additional Rent amount within fifteen (15) days after Landlord delivers to Tenant a notice therefor.

6.5 Taxes. Tenant shall pay before delinquency to the appropriate governmental authority any and all taxes, assessments, license fees and public charges levied, assessed or imposed at any time and which become payable during the Term upon Tenant's Personal Property whether or not such assessment is made against Tenant or against Landlord, either separately or as a part of the assessment of the Property, and whether any such item was installed by Landlord or Tenant.

7. REAL ESTATE TAXES AND OPERATING CHARGES.

7.1 (a) Commencing January 1, 2017 (the "Passthrough Start Date"), Tenant shall also pay as Additional Rent (i) Tenant's Proportionate Share of the amount by which the Operating Charges (as defined in Section 7.1(b)) incurred during each calendar year falling entirely or partly within the Term exceed the Operating Charges incurred in the Base Year, (ii) Tenant's Proportionate Share of the amount by which the Real Estate Taxes (as defined in Section 7.1(c)) incurred during each calendar year falling entirely or partly within the Term exceed the Real Estate Taxes incurred in the Base Year, and (iii) Tenant's Office Expense Share of the amount by which the Office Expenses (as defined in Section 7.1(d)) incurred during each calendar year falling entirely or partly within the Term exceed Office Expenses incurred during the Base Year. Tenant's Proportionate Share and Tenant's Office Expense Share shall increase or decrease to reflect increases or decreases in (x) the rentable square footage of the Premises, or (y) the total of all office space or retail space in the Building (whether by changing office space to retail space or common area, or vice versa, or otherwise).

(b) "Operating Charges" shall mean all costs and expenses incurred by Landlord in the ownership, operation, maintenance, repair and protection of the Project, including without limitation all of the following, as applicable: (1) electricity, gas, water, sewer and other utility charges of every type and nature; (2) premiums and other charges for insurance (including, but not limited to, property insurance, rent loss insurance and liability insurance); (3) all management fees incurred in the management of the Project (not to exceed five percent (5%) of gross revenue for the Project); (4) all costs incurred in connection with service and maintenance contracts; (5) maintenance and repair expenses and supplies; (6) amortization (calculated over the useful life of the improvement, with interest at Landlord's

cost of funds or (if the improvement is not financed) at the prime rate reported in The Wall Street Journal) for capital expenditures made by Landlord for the purpose of complying with legal or insurance requirements or that are intended to result in a net decrease (or reduction in increase) in Operating Charges; (7) salaries, wages, benefits and other expenses of Project personnel; (8) legal fees (except as excluded below), administrative expenses, and accounting, architectural and other professional fees and expenses; (9) costs of any service not provided to the Project on the Commencement Date but thereafter provided by Landlord in the prudent management of the Project; (10) charges (if any) for concierge, security, janitorial and cleaning services and supplies furnished to the Project; (11) costs associated with the provision or operation of any common facilities and service amenities; (12) the cost of maintaining management, engineering and/or maintenance offices in the Building (including the fair market rental value of the space devoted to such uses); (13) any personal property tax payable with respect to Landlord's property located at the Project that is used in connection with the maintenance, repair, or operation of the Project; and (14) costs incurred in implementing and operating any program to provide transportation between the Building and parking facilities serving the Building. Operating Charges shall not include (A) interest and amortization of mortgages or any other encumbrances; (B) ground rent (other than "net" elements of rent under a ground lease, such as maintenance and utility expenses, that would be included in Operating Charges in the absence of such ground lease); (C) depreciation of the Building; (D) income, franchise or other taxes imposed or measured by the net income of Landlord from the operation of the Building; (E) costs of preparing, improving or altering space for any new or renewal tenant; (F) leasing commissions; and (G) legal fees incurred in disputes with tenants or in connection with the sale, financing or leasing of the Building.

(c) "Real Estate Taxes" shall mean (1) all real estate taxes, including general and special assessments (including any business improvement district assessments), if any, which are imposed upon Landlord in connection with its ownership of the Building or assessed against the Building and/or the land upon which the Building is located (the "Land"), (2) any other present or future taxes or governmental charges that are imposed upon Landlord in connection with its ownership of the Building or assessed against the Building and/or the Land which are in the nature of or in substitution for real estate taxes, including any tax levied on or measured by the rents payable by tenants of the Building, and (3) Landlord's expenses (including reasonable or customary attorneys' and appraisers' fees) incurred in reviewing, protesting or seeking a reduction of Real Estate Taxes. Real Estate Taxes shall not include (i) capital stock, net income, franchise, documentary stamp, state transfer or gift taxes imposed upon Landlord, or (ii) interest (other than in connection with allowed installment payments) or penalties imposed for late payment by Landlord.

(d) "Office Expenses" shall mean the cost (including maintenance and repair of systems and equipment) of providing (i) electricity and water service to the office areas of the Building, (ii) HVAC service to the office areas of the Building, (iii) janitorial and cleaning service for the office areas of the Building, (iv) elevator service to the Building, (v) office interior repairs and maintenance, (vi) locks and keys, and (vii) any other expense primarily relating to or intended to benefit only the office areas of the Building.

7.2 (a) If the average occupancy rate for the Building during any calendar year (including the Base Year) is less than ninety-five percent (95%), or if any tenant is separately paying for any work or service (the cost of which would be included in Operating Charges if performed by Landlord), then Operating Charges for such calendar year shall be deemed to include all additional expenses, as reasonably estimated by Landlord, which would have been incurred during such calendar year if such average occupancy rate had been ninety-five percent (95%) and if Landlord paid for such work or service.

(b) If the average occupancy rate for the office areas of the Building during any calendar year (including the Base Year) is less than ninety-five percent (95%), or if any office tenant is separately paying for any expenses or for any work or service (the cost of which would be included in Office Expenses if performed or paid by Landlord), then Office Expenses for such calendar year shall be deemed to include all additional expenses, as reasonably estimated by Landlord, which would have been incurred during such calendar year if such average occupancy rate had been ninety-five percent (95%) and if Landlord paid for such expense or work or service.

(c) If during any calendar year (including the Base Year) the Building is not assessed during the entire calendar year as a fully constructed building with a vacancy no greater than a typical market vacancy (as used by the Charleston County tax assessor's office), then Real Estate Taxes for such calendar year shall be adjusted to equal the Real Estate Taxes that would have been levied on the Building during such calendar year if the Building had been assessed as a fully constructed building with a typical market vacancy (as used by the Charleston County tax assessor's office) for the entirety of such calendar year.

(d) In making the "gross ups" pursuant to Section 7.2(a) and Section 7.2(b), (i) only expenses which vary according to occupancy shall be adjusted, and (ii) in no event shall Landlord collect more than one hundred percent (100%) of Operating Charges, Office Expenses and Real Estate Taxes.

7.3 (a) Tenant shall make estimated monthly payments to Landlord on account of the increases in Operating Charges, Real Estate Taxes and Office Expenses that are expected to be incurred during each calendar year. From time to time, Landlord will submit a statement to Tenant setting forth Landlord's reasonable estimate of such increases and Tenant's Proportionate Share and Tenant's Office Expense Share thereof. Tenant shall pay to Landlord on or before the first day of each month following receipt of such statement, until Tenant's receipt of the succeeding annual statement, an amount equal to one-twelfth (1/12) of such share (estimated on an annual basis without proration pursuant to Section 7.4).

(b) Following the end of each calendar year, Landlord shall submit a statement showing (1) Tenant's Proportionate Share of the amount by which Operating Charges and Real Estate Taxes incurred during the preceding calendar year exceed the Operating Charges and Real Estate Taxes incurred in the Base Year, (2) Tenant's Office Expense Share of the amount by which Office Expenses incurred during the preceding calendar year exceed Office Expenses for the Base Year, and (3) the aggregate amount of estimated payments made by Tenant on account of such calendar year. Such statement shall include a reasonable breakdown of the components of Operating Charges, Real Estate Taxes and Office Expenses. If such statement indicates that the aggregate amount of such estimated payments made by Tenant exceeds Tenant's actual liability, then Tenant shall deduct the net overpayment from its next monthly rental payment. If such statement indicates that Tenant's actual liability exceeds the aggregate amount of such estimated payments made by Tenant, then Tenant shall pay the amount of such excess with the next monthly rental payment. The statement of Operating Charges, Real Estate Taxes and Office Expenses submitted by Landlord under this Section 7.3(b) shall become binding and conclusive if not contested by Tenant within sixty (60) days after it is rendered.

7.4 If the Passthrough Start Date occurs, or the Term expires, on a day other than the first day or the last day of a calendar year, respectively, then Tenant's liability for Tenant's Proportionate Share of Operating Charges and Real Estate Taxes incurred during each such calendar year and Tenant's Office Expense Share of Office Expenses incurred during such calendar year shall be apportioned by multiplying the amount of Tenant's liability therefor for the full calendar year by a fraction, the numerator of which is the number of days during such calendar year from and after the Passthrough Start Date falling within the Term, and the denominator of which is 365. Landlord reserves the right to equitably

allocate in good faith, and consistent with sound accounting principles accepted in the commercial real estate industry, particular expenses for amenities, services or utilities in the Building among different tenants ("Cost Pools") based upon the benefits and usage of such amenities, services or utilities, such that each tenant pays an appropriate share of such expenses.

8. UTILITIES.

Landlord, as part of Operating Charges, shall provide (i) electricity sufficient for the Building Standard Electrical Capacity, (ii) normal amounts of water and sewage disposal, and (iii) during Normal Building Hours, base Building HVAC in accordance with Exhibit B-1. Tenant shall be responsible for all service costs and installations of all telephone or data services, and Landlord shall have no responsibility or liability with respect thereto. Landlord shall not be liable for the failure of operation of any utility services, nor shall any such failure be construed as an eviction of Tenant or relieve Tenant from Tenant's obligations under this Lease, provided that if any interruption or cessation of any Landlord Utility occurs and is within Landlord's reasonable control, extends for five (5) consecutive business days, renders the Premises untenable, and as a result thereof Tenant ceases business operations in the Premises, then Base Rent and Additional Rent for Operating Charges, Office Expenses and Real Estate Taxes shall abate thereafter until such Landlord Utility is restored (or Tenant recommences business operations in the Premises, if earlier).

Landlord shall provide HVAC service after Normal Building Hours, so long as Tenant delivers to Landlord written notice by 1:00 p.m. on weekdays for after-hours service on the next workday, by 1:00 p.m. on the day before a holiday for service on a holiday, and by 1:00 p.m. Friday for after-hours service on Saturday or for service on Sunday. Tenant shall pay for such after-hours HVAC service at the Building rate in effect from time to time.

If, in Landlord's reasonable opinion, Tenant uses any utility (other than electricity, which is provided for below in this Section 8) in excess of what a typical office user would use during Normal Building Hours or in an unreasonable manner, Landlord may install meters measuring the quantity of such utility used in the Premises and Tenant on demand shall pay Landlord, as Additional Rent, (i) all costs incident to said installation and necessary appurtenances thereto and (ii) the amount by which the cost of the utility used exceeds the amount Landlord reasonably budgets for Tenant's use. In "reasonably budgeting" for Tenant's use, Landlord shall be entitled to assume normal and customary office use consumption during Normal Building Hours.

In addition, Landlord may require that one or more separate meters be installed to record the consumption or use of electricity, or shall have the right to cause a reputable independent electrical engineer to survey and determine the quantity of electricity consumed by any excessive use. The cost of any such survey or meters and of installation, maintenance and repair thereof shall be paid for by Tenant, and if the usage exceeds Building Standard Electrical Capacity, then Landlord, at Tenant's expense (to be reimbursed as Additional Rent) may install a meter or submeter measuring such usage. Tenant agrees to pay Landlord (or the utility company, if direct service is provided by the utility company), promptly upon demand therefor, for all such electric consumption and demand as shown by said meters, or a flat monthly charge determined by the survey, as applicable, at the rates charged for such service by the local public utility company.

9. MAINTENANCE AND REPAIR OF PREMISES.

Tenant shall at all times keep the Premises and all improvements, fixtures, equipment and appurtenances therein clean and in good order, condition and repair, including periodic painting, and shall not cause or permit any waste, injury or damage thereto. Landlord shall maintain the exterior and

structural components of the Building and Common Areas in good operating order and repair, provided, however, Tenant shall reimburse Landlord for the cost incurred by Landlord to maintain, repair and replace any of the foregoing if and to the extent the need therefor is caused by the actions or negligence of Tenant or Tenant's Agents.

10. PARKING.

Landlord shall ensure that Tenant will have available to it zero (0) parking permits on the Property and, subject to this Section 10, two (2) parking permits on other parcels within reasonable proximity to the Property during Normal Building Hours (the "Required Parking"). The Required Parking shall be paid for by Tenant at the then current prevailing rate (reserved or non-reserved, as applicable) as such rate may vary from time to time. The initial charge for such parking permits shall be \$0.00. Subject to availability, Tenant shall have the option to obtain additional parking permits on the Property and/or on other parcels within reasonable proximity to the Property as determined by Landlord in its sole discretion during Normal Building Hours to be paid for by Tenant at the rate of Seventy Five and NO/100 Dollars (\$75.00) per permit per month for Months 1-12. If Tenant fails to request any of such permits within thirty (30) days after the Commencement Date, or fails to continuously use any such permits throughout the Term, then Tenant shall have no further rights to such permits. If Tenant does not timely pay the charges for said parking permits, Tenant shall have no further right to such parking permits, and parking for such vehicles shall be subject to the daily rates then in effect. The use of such parking permits shall be subject to all rules and regulations reasonably adopted by Landlord, or adopted by the owner of such other parcel(s). Tenant, its agents, employees and invitees shall park only in areas designated by Landlord, and shall comply (and shall cause its employees to comply) with Landlord's reasonable parking directions. Without Landlord's prior written consent, there shall be no overnight parking of any vehicles of any kind. Landlord shall have the right from time to time to reserve parking spaces on the surface parking lot of the Property for other users or invitees of the Building. If for any reason Landlord's parking contract with the City of Charleston or any other owner is terminated, then Landlord shall use commercially reasonable efforts to replace such lost permits with other off-site parking permits in locations within reasonable proximity to the Property, and not then owned, controlled or contracted for by Landlord. Landlord shall not be liable for any Claims due to any reduction or relocation of off-site parking spaces, nor shall any reduction or relocation of off-site parking spaces affect Tenant's obligations under this Lease.

11. SUBORDINATION AND ESTOPPEL CERTIFICATES.

11.1 Subordination. The rights of Tenant shall be and remain subordinate to the lien of and rights under any current or future Mortgage or ground or master lease affecting the Premises and/or the Property during the Term, and any renewal or modification thereto. This subordination shall be effective without the necessity of any additional document being executed by Tenant; however, if requested by Landlord or any Mortgagee, Tenant shall execute and deliver within ten (10) days after such request in the form requested by Landlord, or any Mortgagee (provided such form is commercially reasonable), any additional documents evidencing the priority or subordination of this Lease with respect to the lien of any such Mortgage. Tenant's failure to timely execute and deliver any such subordination document shall be deemed Tenant's agreement to the provisions of such document. If Landlord's interest in the Premises is acquired by any Mortgagee or its designee, or in the event any foreclosure or in the event a conveyance in lieu of foreclosure is made for any reason, Tenant shall, notwithstanding any subordination and upon the request of the resulting successor-in-interest to Landlord, attorn to and become the tenant of such successor-in-interest and recognize such successor-in-interest as the Landlord under this Lease. In such event and provided that Tenant is not in default, this Lease shall not terminate so far as the Tenant continues to pay the Rent required by this Lease and otherwise performs and observes

all of the terms, covenants, conditions and provisions of this Lease to be performed and observed by or on behalf of Tenant.

Tenant agrees that upon such attornment to such successor-in-interest, such successor-in-interest shall not be (1) bound by any payment of Base Rent or Additional Rent for more than one (1) month in advance, (2) bound by any assignment and subletting (for which Landlord's consent is required) or amendment to this Lease made without the written consent of the Mortgagee, (3) liable for any act or omission or warranty of any prior landlord (including Landlord), (4) liable for (a) the breach of any representation or warranty made by any prior landlord (including Landlord), (b) any obligation relating to construction of improvements by any prior landlord (including Landlord), or (c) any release of Hazardous Materials not caused by such successor-in-interest after such attornment, (5) liable for return of the Security Deposit, except to the extent the Security Deposit has actually been received by the Mortgagee or successor-in-interest, or (6) subject to any offsets or defenses which Tenant might have against any prior landlord, provided, however, that after succeeding to Landlord's interest under this Lease, such successor-in-interest shall perform in accordance with the terms of this Lease all obligations of Landlord arising after the date such successor-in-interest acquires title to the Building.

Tenant waives the provisions of any law or regulation, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event that any such foreclosure or termination or other proceeding is prosecuted or completed. Anything contained in the provisions of this Section 11.1 to the contrary notwithstanding, any Mortgagee may at any time subordinate the lien of its mortgage to the operation and effect of this Lease without obtaining the Tenant's consent thereto, by giving the Tenant written notice thereof, in which event this Lease shall be deemed to be senior to such mortgage without regard to their respective dates of execution, delivery and/or recordation among the land records and thereafter such Mortgagee shall have the same rights as to this Lease as it would have had, were this Lease executed and delivered before the execution of such mortgage.

Upon any default on the part of Landlord, Tenant shall give notice by registered or certified mail to any Mortgagee who has provided Tenant with notice of its interest together with an address for receiving notice, and shall offer such Mortgagee a reasonable opportunity to cure the default (which, in no event shall be less than thirty (30) days), including time to obtain possession of the Premises by power of sale or a judicial foreclosure, if such should prove necessary, to effect a cure. Tenant hereby acknowledges that it is hereby notified that PNC Bank, National Association is (or is intended to be) the first Mortgagee and the address to which notice of any default on the part of Landlord shall be given is PNC Bank, National Association, 800 17th Street, 3rd Floor, Washington, DC 20006, Attention: Casey Brill, with a copy to PNC Bank, National Association, 500 First Avenue, 4th Floor, MS: P7-PFSC-04-V, Pittsburgh, PA 15219, Attention: Matt Koval. Tenant agrees that each Mortgagee to whom this Lease has been assigned by Landlord is an express third party beneficiary of this Lease. Tenant shall not make any prepayment of Rent more than one (1) month in advance without the prior written consent of such Mortgagee. Tenant waives any right under any present or future law to the collection of any deposit from such Mortgagee or any purchaser at a foreclosure sale of such Mortgagee's interest unless such Mortgagee or such purchaser shall have actually received and not refunded the deposit. Tenant agrees to make all payments under this Lease to the Mortgagee with the most senior encumbrance upon receiving a direction, in writing, to pay said amounts to such Mortgagee and Landlord hereby authorizes such payments without consent by Landlord (but upon notice to Landlord, such notice to contain a copy of the Mortgagee's written direction for direct payment) and waives any rights to such amounts or rights or claims against Tenant therefor. Tenant shall comply with such written direction to pay without determining whether an event of default exists under such Mortgagee's loan to Landlord.

11.2 Estoppel Certificates. Within ten (10) days after written request by Landlord or any Mortgagee, Tenant shall, from time to time, execute and deliver estoppel certificates in the form and certifying such matters with respect to this Lease, as Landlord or any such Mortgagee may reasonably request. Tenant's failure to timely execute and deliver any such estoppel certificates shall be deemed Tenant's certification of the statements in such certificate.

12. ALTERATIONS, CHANGES, AND ADDITIONS.

12.1 Consent Required. The provisions of this Section 12 do not apply to the Tenant Upfit performed by Landlord pursuant to Exhibit B-2. Tenant shall not make any Alterations to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, so long as such Alterations will not be visible from the exterior of the Premises, affect the Base Building systems or structure, or affect the Part II Approval. Any Alterations to or on the Premises shall, at the option of Landlord, remain for the benefit of and become the property of Landlord upon the expiration or termination of this Lease or be removed (at Tenant's cost and expense) with any damage resulting from such removal to be repaired by Tenant and at Tenant's cost and expense. Tenant shall not remove any Alterations without Landlord's prior written permission.

12.2 Permitted Alterations. Notwithstanding Section 12.1, and subject to the following provisions of this Section 12, Tenant may install, at its expense and without Landlord's written consent, trade fixtures, movable partitions, furniture, equipment, and other personal property and may remove the same at any time prior to the expiration or termination of this Lease, provided Tenant always maintains the Premises fully equipped and fixtured and professional in appearance. If any damage is caused to the Premises by Tenant's removal of any property, Tenant shall bear the cost of repair of such damage.

12.3 Requirements. Tenant, at its sole cost and expense, shall provide Landlord with a copy of the original or revised full-floor architectural, mechanical, electrical and plumbing plans ("Tenant's Alteration Plans") for the floor or floors on which the Alterations are to be made, revised to show Tenant's proposed Alterations. Tenant's Alteration Plans shall include a partition plan, a reflected ceiling plan and power, telephone and data outlet locations. Tenant shall deliver to Landlord two (2) full size and two (2) half-size hard copy sets, one (1) disc (CAD) plus one (1) electronic version (CAD) of Tenant's Alteration Plans in sufficient detail for Tenant to obtain a building or construction permit from the applicable governmental authorities. Approval by Landlord of Tenant's Alteration Plans shall not constitute implication, representation or certification by Landlord that Tenant's Alteration Plans are accurate, sufficient, efficient, or in compliance with insurance requirements or applicable Laws, including building code compliance and the ADA, the responsibility of which belongs solely with Tenant.

All work performed by or on behalf of Tenant in or about the Premises shall be done in compliance with all Applicable Laws, in a good and workmanlike manner and, once started, diligently prosecuted to completion. All contractors or subcontractors performing Alterations shall be subject to Landlord's prior written approval. Tenant and all contractors and subcontractors performing Alterations shall comply with Landlord's reasonable site rules and construction directions in effect from time to time. Tenant and any contractors or subcontractors of Tenant shall carry any insurance Landlord may reasonably require (including as specified in Exhibit E) covering any Alterations and related work, and deliver to Landlord evidence thereof prior to commencement of construction. Copies of required building permits or authorizations shall be obtained by Tenant at its expense and copies thereof shall be provided to Landlord prior to commencement of construction. No locks shall be installed on the entrance doors or in any doors in the Premises that are not keyed to the Building master key system. Tenant shall pay to Landlord a construction supervisory fee in an amount equal to the greater of One Thousand Dollars (\$1,000.00) or two percent (2%) of the cost of any Alterations, as Additional Rent due and payable within

thirty (30) days after Landlord approves such Alterations. In addition, Tenant agrees that any costs incurred by Landlord to consult its architects, engineers or other consultants, prior to giving its consent, shall be Additional Rent due and payable by Tenant to Landlord within thirty (30) days after rendition of a bill therefor. Tenant shall reimburse Landlord for the cost of the Building engineer's time and services provided after Normal Building Hours in connection with Alterations and any other reasonable costs actually incurred by Landlord in connection with the Alterations, as Additional Rent due and payable within thirty (30) days after Landlord delivers an invoice(s) therefor. Landlord shall not be liable for any damages or losses caused by Tenant's contractors, and Tenant agrees to pay any and all expenses, claims or damages to person or property which may arise directly or indirectly by reason of making any Alterations.

12.4 Liens. Tenant shall not permit any mechanics', materialmen's or other liens to be filed against the Premises, any portion of the Property, nor against Tenant's leasehold interest for work done by or on behalf of Tenant. If any such lien is filed against the Premises, the Building or the Property for work claimed to have been done for Tenant or materials claimed to have been furnished to Tenant, Tenant, at its sole cost and expense, within ten (10) days, shall discharge the same (either by payment or by "bonding off" in accordance with SC Code section 29-5-110, as amended). If Tenant fails to timely discharge any such lien, Landlord may, at its option, discharge the same and treat the cost thereof as Additional Rent, due and payable by Tenant upon demand by Landlord.

12.5 Historic Tax Credit Guidelines. The foregoing, or anything else contained herein to the contrary notwithstanding, any and all Alterations and other improvements performed (including, without limitation, signage) by or on behalf of Tenant must comply with the requirements of the Historic Tax Credit Guidelines including, but not limited to, the following:

(a) No Alterations, improvements and/or additions shall be made to the exterior face of the Building, including but not limited to all window and door systems, exterior masonry walls, loading docks and existing roof systems.

(b) No Alterations, improvements and/or additions shall be made to the existing historic interior shell surfaces and finishes and under no condition shall new interior Tenant Alterations, improvements and/or additions be attached to the existing historic interior surfaces in such a manner that will permanently alter those surfaces such that the removal of those Tenant Alterations, improvements and/or additions will permanently damage the original historic surfaces.

12.6 Equipment. Any equipment desired by Tenant (such as supplemental air conditioning units) in excess of the base Building equipment specified in the Core and Shell Specifications set forth on Exhibit B-1 shall be installed by Tenant at its expense (or at Landlord's option, in its sole discretion, by Landlord at Tenant's expense, such expense not to exceed what Tenant would have paid for purchase and installation of the equipment) and subject to Landlord's prior written approval. Tenant shall not install any equipment or machinery which may cause Tenant's electrical consumption in the Premises to exceed the Building Standard Electrical Capacity, or which may necessitate any changes, replacements or additions to, or in the use of, the water, heating, plumbing, air conditioning or electrical systems of the Building, or which would overload existing circuitry, without obtaining the prior written consent of Landlord. All supplemental HVAC units serving the Premises (if approved by Landlord) shall be separately metered or submetered for electricity and chiller/condenser water usage (if provided by Landlord) by Tenant at its expense. If metered, Tenant shall pay such electric charges directly to the applicable utility. If submetered, Landlord shall bill Tenant periodically based upon the actual consumption of electricity as recorded by such submeter, and Tenant shall pay the amount of each such bill as Additional Rent within fifteen (15) days after delivery from time to time. Tenant at its expense shall obtain all required BAR approvals for its equipment.

Additionally, Tenant shall not install or operate in the Premises any electrically operated equipment or machinery that operates on greater than 120 volt power without the prior written consent of Landlord. Landlord may condition such consent upon the payment by Tenant of additional rent in compensation for the cost of any additional wiring or apparatus that may be occasioned by the operation of such equipment or machinery. Any individual piece of electrically operated machinery or equipment having a name plate rating in excess of two (2) kilowatts shall be deemed as requiring excess electric current, and shall be separately metered by Tenant and operated at Tenant's sole expense.

If Tenant's equipment results in electrical demand in excess of the Building Standard Electrical Capacity, or which would overload existing circuitry, additional transformers, distribution panels, wiring and other equipment (including submetering equipment) may be required and, if so required and if first consented to by Landlord, the same shall be installed by Landlord at Tenant's expense, said expense being an item of Additional Rent due ten (10) days after rendition of a bill therefor. No such equipment so installed shall be deemed to be Tenant's Personal Property. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building to such a degree as to be objectionable to Landlord or to any tenant in the Building shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to reduce such noise and vibration to a level reasonably satisfactory to Landlord. Tenant shall maintain service contracts upon any mechanical systems installed in the Premises by or for Tenant, with contractors reasonably approved by Landlord, and shall deliver to Landlord copies of any such service contracts. In no event shall Tenant install any equipment that does not comply with the requirements of the Historic Tax Credit Guidelines.

12.7 Floor Loads. Landlord shall have the right to prescribe the maximum weight and position of safes and other heavy equipment or fixtures that Tenant desires to install in the Premises, and any consulting fees or other expenses incurred by Landlord regarding same will be at Tenant's expense, the same to be paid as Additional Rent within thirty (30) days after the rendition of a bill therefor.

12.8 Cabling. All wiring, cabling or conduit and/or cable bundles installed in the Premises or the Building by or at the request of Tenant shall: (a) be plenum rated and/or have a composition suited for its use in accordance with NFPA 70/National Electrical Code; (b) be "low combustible" cable or wiring, as applicable; (c) be labeled with Tenant's name and the use to which such wiring or cabling, as applicable, is being put every thirty (30) linear feet (and at the point of origination and destination as well) in order to identify such cabling or wiring as belonging to Tenant, (d) be installed in accordance with, and comply with the requirements of, the EIA/TIA standards, the National Electric Code and any other fire and safety codes applicable to the Building, and (e) be installed and routed in accordance with a routing plan, approved in writing by Landlord, prior to installation, showing "as built" or "as installed" configurations or cable pathways, outlet identification numbers, locations of all wall, ceiling and floor penetrations, riser cable routing and conduit routing if applicable. In all events Tenant shall remove its cabling at the end of the Term.

13. ENTRY BY LANDLORD.

Landlord, Landlord's Agents and any Mortgagee (including PNC Bank, National Association) shall have the right, but not the duty, to enter the Premises at reasonable times to inspect the Premises, to take samples and conduct environmental investigations, to post notices of non-responsibility and similar notices and signs indicating the availability of Premises for sale, to show the Premises to interested parties such as prospective lenders and purchasers, to make Alterations, run conduit, lines or piping to service other areas, or perform maintenance, replacement and repairs, to perform Tenant's obligations as permitted herein when Tenant has failed to do so, all without liability to Tenant. Such entry by Landlord

(or Landlord's Agents or Mortgagee) shall be conducted in a manner such as to minimize disturbance to Tenant's business operations, provided that Landlord shall not be required to conduct such entry after Normal Building Hours. Landlord (or Landlord's Agents or Mortgagee) shall give Tenant reasonable notice of any entry, except no notice shall be required in the event of an emergency, or routine maintenance or janitorial service. Within one hundred eighty (180) days before the expiration of the Term or during the pendency of an uncured Event of Default, Landlord (or Landlord's Agents or Mortgagee) may place upon the Property reasonable signs indicating the availability of Premises for lease and may show the Premises to prospective tenants provided that such showings do not unreasonably interfere with Tenant's business operations. Landlord, Landlord's Agents and any Mortgagee shall at all times have the right to retain a key which unlocks all of the doors in the Premises, excluding Tenant's vaults and safes. Landlord, Landlord's Agents and any Mortgagee shall have the right to use any and all means which Landlord may deem proper in an emergency to obtain entry to the Premises.

14. ASSIGNMENT AND SUBLETTING.

14.1 Consent Required.

(a) Tenant shall not, without the prior written consent of Landlord in each instance, (i) assign or otherwise transfer, mortgage or otherwise encumber this Lease or any of its rights hereunder (any of the foregoing in this clause (i) shall be deemed to be, and shall hereinafter be referred to as, an "Assignment," and the respective third party an "Assignee"), (ii) sublet the Premises or any part thereof, or permit the occupancy or use of the Premises or any part thereof (whether by sublease, license, concession or otherwise) by any persons other than Tenant, its agents or employees (any of the foregoing in this clause (ii) shall be deemed to be, and shall hereinafter be referred to as, a "Subletting," and the respective third party a "Subtenant"), or (iii) permit an Assignment by operation of law. Subject to the following provisions of this Section 14.1(a), and so long as there is no uncured Event of Default, Landlord's consent to a proposed Assignment or Subletting shall not be unreasonably withheld, conditioned or delayed. In determining whether to grant or withhold its consent, Landlord shall be entitled to consider, without limitation as to the generality of the foregoing, factors such as the compatibility and synergy of the proposed subtenant or assignee with other uses and users of the Building, the aims and goals of the Building and its marketability to prospective tenants for space in the Building which might be adversely affected by such Subtenant or Assignee, whether such Subtenant or Assignee will harm existing financing of the Building or the prospects for future financing of it, and the creditworthiness and financial capabilities of such Subtenant or Assignee. Any Assignment or Subletting of this Lease or the Premises or any portion thereof, either voluntarily or involuntarily, whether by operation of law or otherwise without the prior, written consent of Landlord shall be null and void and shall, at Landlord's election, constitute an Event of Default under this Lease. Landlord's acceptance or collection of rent from any Assignee or Subtenant shall not be construed as a consent to or acceptance of such Assignee or Subtenant.

(b) If Tenant is a corporation, partnership, limited liability company or other entity ("Entity"), the transfer by sale, assignment, bequest, inheritance or operation of law or other disposition of any part or all of its ownership interests, or the ownership interests of any Entity owning ownership interests in Tenant representing effective voting control of Tenant, so as to result in a change in the present effective voting control of Tenant or of such other Entity by the individual or individuals owning a majority of such ownership interests on the date of this Lease shall be deemed an Assignment subject to the provisions of this Section 14; provided, however, that this paragraph shall not apply if Tenant or such other Entity is a publicly traded corporation.

(c) If at any time Tenant wants to Assign this Lease or Sublet all or part of the Premises, then Tenant shall deliver to Landlord written notice thereof (the "Transfer Request Notice").

Each Transfer Request Notice shall identify (i) the name of the proposed Assignee or Subtenant, (ii) the area proposed to be Sublet (the "Proposed Sublet Space") for a proposed subletting of a portion of the Premises; (iii) the term and economic provisions of the proposed transaction, (iv) a description of the relevant retail experience of the proposed Assignee or Subtenant, and (v) current financial statements of the proposed Assignee or Subtenant (certified by its chief financial officer) including without limitation income statement, balance sheet and cash flow statement.

If Tenant delivers a Transfer Request Notice, then Landlord shall have the right to terminate this Lease (or terminate this Lease with respect to the Proposed Sublet Space, as applicable). Landlord may exercise such right only by sending Tenant written notice (the "Recapture Notice") within twenty (20) days after Landlord's receipt of the Transfer Request Notice. If Landlord timely delivers the Recapture Notice, then (1) Tenant shall tender the Premises (or Proposed Sublet Space, as applicable) to Landlord on a date specified in Landlord's notice (not less than thirty (30) days nor more than sixty (60) days after the date of such notice), and (2) the Lease Term shall terminate (or terminate with respect to the Proposed Sublet Space, as applicable) on such specified date.

If Landlord does not timely deliver a Recapture Notice, then Tenant shall be entitled to seek an acceptable Assignee, or Subtenant for the Proposed Sublet Space, for a sublease term no longer than that set forth in the Transfer Request Notice. If such an Assignee or Subtenant acceptable to Landlord has not been found by Tenant and submitted for Landlord's approval within one hundred eighty (180) days from the date of the most recent Transfer Request Notice, Tenant shall not be entitled to enter into any Assignment or Sublease without first submitting a new Transfer Request Notice to Landlord and affording Landlord an opportunity to exercise termination rights as set forth in this Section 14.1(c).

(d) If Landlord gives Tenant its consent to an Assignment or Subletting of all or a portion of the Premises to a third party, then fifty percent (50%) of any Rent or other payment due to Tenant as the result of any such Assignment or Subletting which is in excess of the Rent then payable by Tenant under the Lease shall be paid by Tenant to Landlord, monthly, as Additional Rent. During the term of such Assignment or Subletting, Tenant, within fifteen (15) days after the end of each quarter-annual period, shall provide Landlord with quarterly statements, certified by Tenant's chief financial officer, stating the amounts received by Tenant from such Assignment or Subletting during such quarter-annual period.

14.2 Generally. If Landlord consents to any Assignment or Subletting, such consent shall not constitute a waiver of any of the restrictions of this Section 14, which shall apply to each successive Assignment of this Lease or Subletting of the Premises (or portion of the Premises), if any. In no event shall Landlord's consent to an Assignment or Subletting or collection of rent from an Assignee or Subtenant (i) affect the continuing primary liability of Tenant or any Guarantor (which, following Assignment, shall be joint and several with the Assignee(s)), or relieve Tenant or any Guarantor of any its obligations hereunder, or (ii) relieve Tenant or any Assignee or Subtenant from the obligation of obtaining Landlord's prior written consent to any further Assignment or Subletting. If Landlord consents to an Assignment under this Section 14, such Assignment shall not be effective until the Assignee executes and delivers to Landlord an agreement, in form and substance reasonably satisfactory to Landlord, whereby the Assignee assumes all of Tenant's obligations pursuant to this Lease, and whereby the Assignee agrees that the provisions contained in this Lease shall, notwithstanding such Assignment, continue to be binding upon it with respect to all future Assignments. If Landlord consents to a Subletting under this Section 14, such Subletting shall not be effective until the Subtenant executes and delivers to Landlord a sublease consent agreement in form and substance satisfactory to Landlord. Tenant hereby collaterally assigns to Landlord any rent due from any Assignee or Subtenant as security for Tenant's performance of its obligations pursuant to this Lease. Tenant authorizes each such Assignee and Subtenant to pay such rent directly to Landlord if such Assignee or Subtenant receives written notice from

Landlord stating that an Event of Default exists under this Lease and specifying that such rent shall be paid directly to Landlord. Any such payments made by any Assignee or Subtenant shall be credited against the monthly amounts owed by Tenant under this Lease. Each Sublease shall provide that, at Landlord's election, the Subtenant agrees to attorn to Landlord or enter into a direct lease with Landlord on the same terms as the Sublease in the event this Lease is terminated by reason of an Event of Default by Tenant. All restrictions and obligations imposed pursuant to this Lease on Tenant shall be deemed to extend to any Subtenant or Assignee, and Tenant shall cause such persons to comply with all such restrictions and obligations.

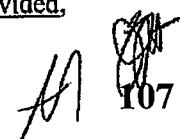
Tenant shall be responsible for any reasonable costs and expenses, including reasonable legal fees, incurred by Landlord in connection with any proposed or purported Assignment or Subletting, whether or not such Assignment or Subletting is actually concluded; such costs and expenses shall be Additional Rent due at the time and as a condition of Landlord's consent to such Assignment or Subletting.

Anything contained in the foregoing provisions of this Section 14 to the contrary notwithstanding, neither Tenant nor any other person having an interest in the possession, use, occupancy or utilization of the Premises shall enter into any Assignment or Subletting for use, occupancy or utilization of the Premises or any portion thereof (i) by a governmental entity or a person or entity enjoying sovereign or diplomatic immunity; (ii) as a classroom or other use (including food preparation or cafeteria uses) which, in Landlord's sole opinion, may attract a volume, frequency or type of visitor or employee to the Building which is not consistent with the standards of a high-quality office building; or (iii) by any occupant of the Building or any party with whom Landlord is then negotiating to occupy space within the Building or has conducted such negotiations within the six (6) month period prior to such proposed assignment or subletting.

14.3 Transfer of the Premises by Landlord. Upon any conveyance of the Premises or assignment by Landlord of this Lease, Landlord shall be and is hereby entirely released from all liability under any and all of its covenants and obligations contained in or derived from this Lease from actions or inactions occurring after the date of such conveyance or assignment, and Tenant agrees to attorn to any entity purchasing or otherwise acquiring Landlord's interest in the Premises or this Lease.

15. DEFAULT AND REMEDIES.

15.1 Tenant's Default. At the option of Landlord, a default under this Lease by Tenant shall exist if any of the following events occur (each is called an "Event of Default"): (a) Tenant fails to pay Rent, or any payment required by this Lease, when same is due; provided, however, that Landlord shall not exercise its remedies with respect to the first (1st) late payment in any twelve (12) month period, unless such failure continues for five (5) days after Landlord delivers to Tenant notice of such non-payment; (b) Tenant vacates or abandons all or substantially all of the Premises; (c) Tenant is dismissed or expelled from the Premises by or under any authority other than Landlord and is not reinstated to the Premises within ten (10) days thereafter; (d) Tenant or any Guarantor files a voluntary petition or institutes any proceedings in bankruptcy or under any insolvency laws seeking to effect a reorganization or a composition with its creditors; (e) any bankruptcy or insolvency proceedings are commenced against Tenant or any Guarantor, a receiver or trustee is appointed for the agents of Tenant or any Guarantor; or Tenant's leasehold estate is taken on execution or by any process of law and such actions are not stayed or dismissed within thirty (30) days of the filing thereof; (f) Tenant fails to comply with the provisions of Section 5, Section 11, Section 14 or Section 16 and such failure continues for three (3) business days after Landlord delivers notice thereof to Tenant; (g) Tenant or any Guarantor is dissolved or liquidated; or (h) Tenant fails to observe or perform any other provision under this Lease and such failure is not cured within ten (10) days after delivery of written notice thereof to Tenant, provided,



however, if the nature of Tenant's obligation is such that more than ten (10) days are required for its performance, then Tenant shall not be deemed in default if it shall commence such performance within such ten (10) day period and thereafter diligently prosecutes the same to completion, provided in all events that such default is cured within sixty (60) days from the date of Landlord's notice, and provided further that Tenant delivers to Landlord written reports, no less frequently than weekly, specifying in detail Tenant's diligent efforts to cure the default and the estimated date of cure. The notices required by this Section 15.1 shall be in lieu of, and not in addition to, and Tenant hereby waives any notice to quit or other notice required under law.

15.2 Landlord's Remedies. Upon the occurrence of an Event of Default, then, in addition to and without waiving any other rights and remedies available to Landlord in law or in equity or otherwise provided in this Lease, Landlord may, at its option, cumulatively or in the alternative exercise the following remedies:

(a) Landlord may terminate this Lease or terminate Tenant's right to possession of the Premises, in which case this Lease (or Tenant's right to possession of the Premises, as applicable) shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. No act by Landlord other than giving written notice to Tenant of Landlord's election to terminate this Lease or Tenant's right to possession of the Premises shall terminate this Lease (or Tenant's right to possession of the Premises, as applicable). Termination of this Lease or Tenant's right to possession of the Premises shall not relieve Tenant of any obligation under this Lease that has accrued prior to the date of such termination nor of the obligation for Rent that would have accrued but for such termination. Upon such termination, Landlord shall have the right to re-enter the Premises, and remove all persons and property, and Landlord shall also be entitled to recover from Tenant:

(i) The worth at the time of the award of any unpaid Rent which had been earned at the time of termination;

(ii) The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of the award exceeds the amount of the loss of such Rent that Tenant proves could have been reasonably avoided;

(iii) The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of the award exceeds the amount of the loss of such Rent that Tenant proves could have been reasonably avoided;

(iv) Any other amount required to compensate Landlord for damages incurred by Tenant's failure to perform its obligations under this Lease including, but not limited to, the cost of recovering possession of the Premises, commissions and other expenses of reletting, including repair, renovation, improvement and alteration of the Premises for a new tenant, the unamortized portion of any brokerage commissions funded by Landlord in connection with this Lease, the cost of rectifying any damage to the Premises occasioned by the act or omission of Tenant and, reasonable attorneys' fees, and

(v) At Landlord's election, all other amounts in addition to or in lieu of the foregoing as may be permitted by law.

As used in subparagraphs (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest at the Applicable Rate. As used in subparagraph (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank for the District in which the Property is located at the time of the award plus one percent (1%).

(b) Landlord may elect not to terminate this Lease or Tenant's right to possession of the Premises, in which event this Lease will continue in full force and effect as long as Landlord does not terminate this Lease or Tenant's right to possession, and Landlord may continue to enforce all of its rights and remedies under this Lease, including the right to collect Rent as it becomes due. In addition, if Tenant has entered into a Subletting and Tenant defaults hereunder, Tenant hereby assigns to Landlord the rent due from any Subtenant and hereby authorizes each such Subtenant to pay said rent directly to Landlord. Tenant shall be liable immediately to Landlord for all reasonable costs Landlord incurs in reletting the Premises, including, but not limited to, reasonable brokers' commissions, reasonable expenses of cleaning and remodeling the Premises required by the reletting, reasonable attorney's fees and like costs. Reletting can be for a period shorter or longer than the remaining Term and for the entire Premises or any portion thereof. Landlord shall have no obligation to prefer the letting of the Premises over any vacant space in the Property nor to accept any replacement tenant that would result in the violation of any use restrictions in the Property, not be desirable for the Property's tenant mix, or otherwise not meet Landlord's leasing criteria. Tenant shall pay to Landlord the Rent due under this Lease on the dates the Rent is due, less the rent Landlord actually collects from any reletting. Except as provided in the preceding sentence, if Landlord relets the Premises or any portion thereof, such reletting shall not relieve Tenant of any obligation hereunder. Notwithstanding the above, no act by Landlord allowed by this Section 15.2(b) shall terminate this Lease unless Landlord notifies Tenant in writing that Landlord elects to terminate this Lease.

If judgment for possession of the Premises is entered against Tenant, and such judgment is not satisfied or appealed (with proper posting of any bond required by law and continuous and diligent prosecution of such appeal by Tenant) within ten (10) days after entry, then Tenant, on its own behalf and on behalf of all persons claiming through Tenant, including all creditors, does hereby waive any and all rights and privileges, so far as is permitted by law, which Tenant and all such persons might otherwise have under any present or future law: (i) to redeem the Premises; (ii) to reenter or repossess the Premises; or (iii) to restore the operation of this Lease, after issuance of any judgment, warrant or writ for possession by any court or judge, or any reentry by Landlord, or any expiration or termination of this Lease, whether such dispossession, reentry, expiration or termination of this Lease shall be by operation of law or pursuant to the provisions of this Lease. The words "dispossession", "reenter", "reentry" and "reentered" as used in this Lease shall not be deemed to be restricted to their technical legal meanings.

15.3 No Surrender. No act or thing done by Landlord or Landlord's Agents during the Term shall be deemed an acceptance of a surrender of the Premises and no agreement to accept a surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's Agents shall have any power to accept the keys to the Premises prior to the termination of this Lease, and the delivery of the keys to any such employee shall not operate as a termination of this Lease or a surrender of the Premises.

15.4 Landlord's Default. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it under this Lease unless and until it has failed to perform such obligation within thirty (30) days after receipt of written notice by Tenant to Landlord (and the Mortgagees of whom Tenant has been notified) specifying the nature of such default; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

15.5 Landlord's Right to Perform. If an Event of Default occurs, Landlord may (but shall not be obligated to), at Tenant's expense and without waiving or releasing Tenant from any obligation of Tenant under this Lease, make such payment or perform such other act to the extent

Landlord may deem desirable, and in connection therewith, pay expenses and employ counsel. All sums paid by Landlord and all interest and costs, including, but not limited to, collection costs and attorneys' fees incurred in connection therewith, plus ten percent (10%) of any such sums for Landlord's administrative costs, shall be due and payable by Tenant to Landlord, as an item of Rent, on demand by Landlord, together with interest thereon at the Applicable Rate from the date of such demand until paid by Tenant.

15.6 Interest on Late Payments. Should Tenant fail to pay when due any installment of Rent or any other sum payable to Landlord under the terms of this Lease on or before the due date, then interest at the Applicable Rate shall accrue from and after the due date until paid, and such interest shall be paid by Tenant to Landlord at the time of payment of the overdue sum.

15.7 Lien for Rent. Tenant grants to Landlord a lien upon and a security interest in, as security for the performance of Tenant's obligations, Tenant's existing or hereafter acquired personal property, inventory, furniture, fixtures, equipment and other tangible assets (excluding business records) which are located in the Premises. Such lien shall be in addition to all rights of distraint available under applicable law. Such lien shall be second in priority to the rights of any lender having a security interest in Tenant's Personal Property. During any period Tenant is in default under this Lease, Tenant shall not sell, transfer or remove from the Premises such personal property, inventory, furniture, fixtures, equipment and assets.

16. INDEMNITY AND INSURANCE.

16.1 Indemnification. Except to the extent caused by the negligence or willful misconduct of Landlord, its employees or agents, Tenant agrees to defend (with attorneys acceptable to Landlord in Landlord's reasonable opinion), protect, indemnify, and hold harmless Landlord, Landlord's Agents and any Mortgagee from any and all Claims arising from or related to (a) Tenant's use or occupancy (or that of Tenant's Agents) of the Premises or any portion of the Property or Common Areas; (b) any act, omission or negligence of Tenant or any of Tenant's Agents; (c) any accident, injury or damage whatsoever occurring in or at the Premises unless resulting solely from Landlord's failure to meet its maintenance and/or repair obligations under this Lease; (d) any breach or default by Tenant under this Lease; (e) all damages sustained by Landlord as a result of any holdover by Tenant in the Premises including, but not limited to, any claims by another tenant resulting from a delay by Landlord in delivering possession of the Premises to such tenant; and (f) any liens or encumbrances arising out of any work performed or materials furnished by or for Tenant, including any work Landlord may have performed or caused to be performed for Tenant for which Tenant has not paid Landlord but is obligated to. In the event Landlord, without fault on Landlord's part, is made a party to any litigation commenced by or against Tenant, then Tenant shall protect, defend, indemnify, and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation.

16.2 Tenant's Insurance. Tenant shall at all times during the Term, and at its sole expense, obtain and keep in effect the following insurance:

(a) Commercial general liability insurance against any and all claims for bodily injury and property damage occurring in or about the Premises. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and a Two Million Dollar (\$2,000,000) aggregate limit. If Tenant has other locations that it owns or leases, the policy shall include an aggregate limit per location endorsement. Such liability insurance shall be primary and non-contributory to any insurance available to Landlord and Landlord's insurance shall be excess thereto. In

no event shall the limits of such insurance be considered as limiting the liability of the Tenant under this Lease;

(b) Property Insurance insuring all equipment, trade fixtures, inventory, furniture, fixtures, plate glass and personal property located within the Premises for perils covered by the causes of loss – special form (all risk) and in addition, coverage for flood, earthquake and boiler & machinery (if applicable). Such insurance shall be written on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value of the foregoing;

(c) Worker's Compensation:

(i) State: Statutory

(ii) Employer's Liability: \$100,000 Each Accident
\$100,000 Bodily Injury by Disease
\$500,000 Bodily Injury by Disease Policy Limit;

(d) Umbrella Liability Insurance providing excess liability for items (a), (d)(ii) and (e) above. Coverage to be at least as broad as the primary program;

(i) Bodily Injury and Property Damage - \$2,000,000

(ii) General Aggregate - \$2,000,000

Aggregate limits shall apply on a per location basis; and

(e) such other insurance in such form and amounts as Landlord or Landlord's Mortgagees may reasonably require from time to time.

16.3 Deductibles. Any policy of insurance specified to be carried by Tenant pursuant to this Lease which contains a deductible in excess of Ten Thousand Dollars (\$10,000.00) per occurrence must be approved in writing by Landlord prior to the issuance of such policy. Tenant shall be solely responsible for the payment of any and all such deductibles.

16.4 Sufficiency of Coverage. Neither Landlord nor any of Landlord's Agents makes any representation that the types of insurance and limits specified to be carried by Tenant under this Lease are adequate to protect Tenant. Nothing contained herein shall limit Tenant's liability under this Lease, and Tenant's liability under any provision of this Lease, including without limitation under any indemnity provision, shall not be limited to the amount of any insurance obtained.

16.5 Insurance Requirements. Any policy of Tenant's insurance: (i) shall be in a form reasonably satisfactory to Landlord and any Mortgagee (including PNC Bank, National Association); (ii) shall be issued by insurance companies licensed and authorized to do business in the State of South Carolina which are rated "A/VIII" or better in Best's Key Rating Guide and which are determined by Landlord, as financially sound on a current basis; (iii) shall provide that such policies shall not be subject to material alteration or cancellation except after at least thirty (30) days prior written notice to Landlord and others Landlord may designate; and (iv) shall be primary, and any insurance carried by Landlord or Landlord's Agents shall be noncontributing. All of Tenant's policies under this Lease shall name Landlord, the managing agent of the Building, any Mortgagee (including PNC Bank, National Association) and any other entity designated by Landlord as additional insureds. The Commercial General Liability policy shall include Landlord and any Mortgagee (including PNC Bank, National Association) as additional insureds for both premises and completed operations. Tenant's policy

or policies, or duly certified copies of such policies, together with satisfactory evidence of payment of premiums, shall be deposited with Landlord prior to the Commencement Date, and at least thirty (30) days prior to each renewal of such policies. If Tenant fails to produce and maintain the insurance required to be procured by Tenant under this Lease, Landlord may, but shall not be required to, order such insurance at Tenant's expense. All sums reasonably disbursed, deposited or incurred by Landlord in connection therewith, including, but not limited to, all costs, expenses and actual, reasonable, attorneys' fees, shall be due and payable by Tenant to Landlord, as an item of Rent, on demand by Landlord, together with interest thereon at the Applicable Rate from the date of such demand until paid by Tenant.

16.6 Waiver of Subrogation. Notwithstanding any provision of this Lease to the contrary, Landlord and Tenant each hereby releases the other, and the other's respective employees, agents, licensees, contractors or invitees from any claims for damage or loss to the Premises, the Building, any property contained therein, or any other property, including business interruption, to the extent insurable under a full replacement cost Special Form-Causes of Loss insurance policy, and such waiver shall be effective regardless of the cause of the damage or loss (including the negligence of Landlord or Tenant or their respective employees, agents, licensees, contractors or invitees).

16.7 Liability for Damage. All property, including but not limited to office furniture, personal effects and automobiles, of Tenant or Tenant's Agents, or of any other person, in or on the Premises or the Building, shall be and remain at the sole risk of Tenant or such Tenant Agent or person. Landlord and its Agents shall not be liable for any damage to or theft or loss of such property, whether or not caused by the act or omission of any person, including Landlord or Landlord's Agents, or by the bursting, leaking or overflowing of water, sewer, steam or sprinkler pipes, heating or plumbing fixtures, air conditioning or heating failure, gas odors or noise, or any other act or thing. Furthermore, Landlord and Landlord's Agents shall not be liable for the interruption of or loss to Tenant's business that may result from any of the acts or causes described above. Landlord and Landlord's Agents shall not be liable for any personal injury to Tenant, Tenant's Agents, or to any other person, arising from the use, occupancy or condition of the Premises or the Building other than liability for bodily injury or death to the extent caused by the negligence or willful misconduct of Landlord, its employees or agents.

16.8 Contractor's Insurance. Tenant shall require any contractors of Tenant performing any work on the Property to carry and maintain, at no expense to Landlord, the insurance specified on Exhibit E attached hereto. This Section 16.8 shall not apply to the Tenant Upfit performed by Landlord's contractor pursuant to Exhibit B-2.

16.9 Tenant Activities. Tenant shall not conduct or permit any activity or place any item in or about the Building which may invalidate or increase the rate of any insurance on the Building. If any increase in the rate of such insurance is due to any such activity or item, then (whether or not Landlord has consented to such activity or item) Tenant shall pay as additional rent hereunder the amount of such increase. The statement of any insurance company or insurance rating organization (or other organization exercising similar functions in connection with the prevention of fires or the correction of hazardous conditions) that such an increase is due to any such activity or item shall be conclusive evidence thereof.

17. DAMAGE AND DESTRUCTION BY FIRE OR OTHER CASUALTY.

17.1 Landlord's Obligation to Rebuild. Subject to Landlord's right to terminate this Lease as provided below, if the Premises are damaged or destroyed by fire, wind storm, or other casualty (a "Casualty"), Landlord shall repair all such damage and restore the Premises within a reasonable time to the extent of the insurance proceeds received (net of collection expenses) subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. Landlord's

obligation, should it elect or be obligated to repair the Premises following a Casualty, shall be limited to the basic building shell, and all upfits to the Premises previously provided by Landlord to Tenant. Tenant shall at its expense, replace or fully repair all Tenant's Personal Property and any Alterations or other leasehold improvements installed by Tenant other than those paid for by the Tenant Upfit Allowance existing at the time of such Casualty.

17.2 Right to Terminate. Landlord shall have the right to terminate this Lease following a Casualty if any of the following occurs: (i) insurance proceeds (together with any additional amounts Tenant elects, at its option, to contribute) are not available to Landlord to pay one hundred percent (100%) of the cost to fully repair the Property and the Premises to a condition substantially similar to that prior to the Casualty; (ii) Landlord determines that the Premises and/or any other damaged portions of the Property cannot, with reasonable diligence, be fully repaired by Landlord (or cannot be safely repaired because of the presence of hazardous factors, including, but not limited to, hazardous materials, radiation, chemical waste and other dangers) within two hundred seventy (270) days after receipt of insurance proceeds and receipt of permits for restoration; (iii) the Premises are destroyed or damaged during the last twelve (12) months of the Term; or (iv) an Event of Default has occurred and is continuing at the time of such Casualty. If Landlord elects to terminate this Lease following a Casualty pursuant to this Section 17.2, Landlord shall give Tenant written notice of its election to terminate within sixty (60) days after Landlord has knowledge of such Casualty, and this Lease shall terminate fifteen (15) days after the date of such notice.

Tenant shall have the right to terminate this Lease following a Casualty if Landlord determines that the Premises and/or any other damaged portions of the Property cannot, with reasonable diligence, be fully repaired by Landlord (or cannot be safely repaired because of the presence of hazardous factors, including, but not limited to, hazardous materials, radiation, chemical waste and other dangers) within two hundred seventy (270) days after receipt of insurance proceeds and receipt of permits for restoration.

17.3 Waiver of Statutes. It is the parties' intent that the provisions of this Section 17 govern their rights and obligations with respect to any Casualty. Tenant hereby waives any right to terminate this Lease following a Casualty pursuant to any present or future statute or other law.

18. CONDEMNATION.

18.1 Effect of Taking. If one-third (1/3) or more of the Premises or occupancy thereof shall be permanently taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned"), then this Lease shall terminate on the date title thereto vests in such authority and Rent shall be apportioned as of such date. If less than one-third (1/3) of the Premises or occupancy thereof is condemned, then this Lease shall continue in full force and effect as to the part of the Premises not condemned, except that as of the date title vests in such authority Tenant shall not be required to pay the Base Rent and Additional Rent with respect to the part of the Premises condemned. Notwithstanding anything herein to the contrary, if twenty-five percent (25%) or more of the Land or the Building is condemned, then whether or not any portion of the Premises is condemned, Landlord shall have the right to terminate this Lease as of the date title vests in such authority.

18.2 No Apportionment of Award. No award for any partial or total taking shall be apportioned, it being agreed and understood that Landlord shall be entitled to the entire award for any partial or entire taking, whether for the value of the leasehold, the real estate, or otherwise. Tenant assigns to Landlord its interest in any award which may be made in such taking or condemnation, together with any and all rights of Tenant arising in or to the same or any part thereof. Nothing contained in this

Section 18.2 shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any separate award made to Tenant for the taking of Tenant's Personal Property or its moving costs.

18.3 Waiver of Statutes. Tenant hereby waives the provisions of any present or future statute or law allowing either party to terminate this Lease in the event of a partial taking of the Premises.

19. QUIET ENJOYMENT.

Provided there has occurred no Event of Default hereunder, Tenant shall during the Term have the peaceable and quiet enjoyment of the Premises without interference from Landlord or any person lawfully claiming through Landlord; subject, however, to the terms of this Lease.

20. NOTICES.

Any notice, demand, or communication called for hereunder shall be in writing and be given, served, or delivered either in person, by first-class, certified mail, return receipt requested, by Federal Express (or other nationally recognized overnight courier) with postage or delivery charge prepaid, and (A) if to Tenant prior to the Commencement Date, addressed to Tenant at the Tenant's mailing address set forth in Section 1.4, and at the Premises after the Commencement Date, and (B) if to Landlord, addressed to the Landlord's mailing address set forth in Section 1.2, with a copy to Federal Capital Partners, 5425 Wisconsin Avenue, Suite 202, Chevy Chase, Maryland 20815, Attn: Mr. Esko I. Korhonen, or to such other address(es) as either may designate by notice to the other. Any such notice, demand, or communication so sent shall be deemed given at the time that it was placed in the U.S. mails or with the overnight courier, and any other notice shall be deemed given when delivered (or at the time of attempted delivery during Normal Building Hours).

21. SURRENDER OF PREMISES; HOLDING OVER.

21.1 Surrender of Premises. Tenant agrees to turn over all keys, key fobs, parking passes and other entry devices or mechanisms (both internal and external), and to surrender the Premises at the expiration or termination of this Lease, leave the Premises in the same condition (or as altered pursuant to the provisions of the Lease) as when delivered to Tenant (ordinary wear and tear excepted) and subject to the provisions of Section 9, Section 17 and Section 18 with removal of items of Tenant Upfit and Alterations elected by Landlord to be removed, and with all debris and Tenant's Personal Property removed and with all interior walls in good repair. Tenant shall pay a reasonable repair charge should it be necessary for the Landlord to repair or clean the Premises. If Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such removal, or prior to the execution of the warrant of eviction, then and in that event, the fixtures and property shall be deemed abandoned by Tenant and shall become the sole property of Landlord. Tenant shall pay to Landlord, upon demand, the costs of removal of any such Alterations and Tenant's Personal Property, and the cost of repairing and restoring the Premises because of damage resulting from the removal of such Alterations and Personal Property, and all reasonable attorneys' fees and interest on said amounts at the Applicable Rate from the date of expenditure by Landlord.

21.2 Holding Over. If Tenant shall retain possession of the Premises or any portion of the Premises without Landlord's consent following the expiration or termination of this Lease, then Tenant shall pay to Landlord for each month or portion thereof of such retention twice the amount of the monthly Rent for the last month prior to the date of expiration or termination. Acceptance of Rent by Landlord following expiration or termination of this Lease shall not constitute a renewal of this Lease, and nothing contained in this Section 21.2 shall waive Landlord's right of reentry or any other right. If

Tenant shall hold over after the expiration of the Term or extension period thereof, and if Landlord shall desire to regain possession of the Premises promptly at the expiration of the Term or extension period thereof, then notwithstanding the foregoing provisions of this Section 21, Landlord, at its option (and whether or not Landlord accepts any Rent from Tenant while Tenant is holding over without Landlord's consent), may forthwith reenter and take possession of the Premises by any lawful means, and Landlord may exercise any other remedies it has under this Lease or at law or in equity, including an action for wrongfully holding over.

22. SECURITY DEPOSIT.

Simultaneously with Tenant's execution and delivery of this Lease, Tenant shall deposit with Landlord the Security Deposit. Landlord shall not be required to maintain the Security Deposit in a separate account. Except as may be required by law, Tenant shall not be entitled to interest on the Security Deposit. The Security Deposit shall be security for Tenant's performance of its obligations under this Lease. If any of the rents herein required or any other sum payable by Tenant to Landlord shall be overdue and unpaid, or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord, at its option and without prejudice to any other remedy which Landlord may have on account thereof, may appropriate and apply the entire Security Deposit or so much thereof as may be necessary to compensate Landlord toward the payment of Annual Base Rent, Additional Rent or any other sums due Landlord pursuant to this Lease, or loss or damage sustained by Landlord due to such breach on the part of Tenant. Within three (3) days after Landlord delivers written notice of Landlord's use of the Security Deposit or portion thereof, Tenant shall deposit with Landlord cash in an amount sufficient to restore the Security Deposit to its amount prior to such use, and Tenant's failure to do so shall constitute a default hereunder. Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Term, or (b) Tenant's vacating the Premises, Landlord shall return the Security Deposit less such portion thereof as Landlord shall have used to satisfy Tenant's obligations under this Lease, and any holdback reasonably estimated by Landlord for the final annual reconciliation of Operating Charges, Real Estate Taxes and Office Expenses. If Landlord transfers the Security Deposit to any transferee of the Building or Landlord's interest therein, then such transferee shall be liable to Tenant for the return of the Security Deposit, and Landlord shall be released from all liability for the return of the Security Deposit. No Mortgagee shall be liable for the return of the Security Deposit unless such Mortgagee actually receives the Security Deposit. In the event of any rightful and permitted assignment of Tenant's interest in this Lease, the Security Deposit shall be deemed to be held by Landlord as a deposit made by the assignee, and Landlord shall have no further liability to the assignor with respect to the return of the Security Deposit. No right or remedy available to Landlord as provided in this Section 22 shall preclude or extinguish any other right or remedy to which Landlord may be entitled.

In the event of bankruptcy or other creditor-debtor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent and other charges due Landlord for all periods prior to the filing of such proceedings. If an Event of Default occurs, the Security Deposit shall not be deemed liquidated damages and Landlord may apply the Security Deposit to reduce Landlord's damages, and such application of the deposit shall not preclude Landlord from recovering from Tenant all additional damages incurred by Landlord.

23. ENVIRONMENTAL PROVISIONS.

23.1 Environmental Covenants and Agreements. Tenant shall at all times comply in all material respects with all applicable federal, state and local environmental, health and safety statutes and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act

("RCRA"), the Superfund Amendments and Reauthorization Act of 1988 ("SARA"), the Federal Clean Water Act (33 U.S.C. 1341) and the Federal Water Pollution Control Act Amendments of 1972 (33 U.S.C. 1344) (collectively, the "Environmental Laws"). Tenant covenants and agrees that Tenant shall within three (3) business days after receipt provide to Landlord copies of any environmental audits or surveys it conducts or causes to be conducted with respect to the Premises or the Building. Tenant further covenants and agrees that Tenant shall not introduce or consent to the introduction of any toxic or hazardous substances on or about the Premises except for minor amounts (e.g., copy toner) typical for first class office use in accordance with all Applicable Laws.

23.2 Environmental Complaints. If Tenant receives any notice of a violation of Environmental Laws with respect to the Premises or the Building (an "Environmental Complaint"), then Tenant immediately shall deliver written notice of the same to Landlord, containing a copy of the Environmental Complaint detailing all relevant facts and circumstances. If a violation of Environmental Laws (a "Hazardous Discharge") or Environmental Complaint results from Tenant's occupation of the Premises, Landlord shall have the option, but not the obligation, to enter onto the Premises upon reasonable notice to Tenant and take any action it deems necessary or advisable to clean up, remove, resolve, contest or minimize the impact of or otherwise deal with any Hazardous Discharge or Environmental Complaint upon Landlord's receipt of any notice from any person or entity asserting the occurrence of a Hazardous Discharge or Environmental Complaint on or pertaining to the Premises. If the Hazardous Discharge or Environmental Complaint does not result from Tenant's occupation of the Premises, Landlord shall be obligated to take the actions described above at its sole cost and expense.

23.3 Environmental Disclosures. Tenant acknowledges receipt of a copy of (i) the Phase I Environmental Assessment for the Property dated November 18, 2013, prepared by Mid-Atlantic, and (ii) the South Carolina DHEC VCC Assessment Response Letter dated April 2, 2014 (the "Environmental Assessments"). Tenant shall keep the Environmental Assessments confidential and shall return all copies of same to Landlord upon expiration or termination of the Term. Landlord hereby notifies Tenant that the Building was constructed prior to 1978 and that lead based paint is present in the Building. Landlord has encapsulated certain lead based paint in the Building and is in the process of encapsulating certain other lead based paint in the Building. In making any Alterations to or conducting other activities in the Premises, (i) any lead based paint exposure shall be at Tenant's risk and Tenant shall indemnify and hold harmless Landlord, Landlord's Agents and any Mortgagee from and against any and all Claims arising from or related thereto, and (ii) in the event Tenant performs any Alterations or other activities, Tenant shall perform all such activities in compliance with all applicable Laws, Landlord's directions and best practices in the industry. Landlord hereby notifies Tenant that the Property has been entered into the South Carolina Brownfields/Voluntary Cleanup Program with the South Carolina Department of Health and Environmental Control pursuant to S.C. Code Ann. Section 44-56-710 et seq. A copy of Voluntary Cleanup Contract 14-6251-NRP is available from Landlord upon request. Tenant shall comply with any applicable environmental O&M Program or reasonable environmental directive of Landlord with respect to Tenant's activities in the Premises or the Building.

Landlord hereby notifies Tenant that based on the age and construction of the Building, certain building materials may contain regulated asbestos containing materials. Landlord hereby puts Tenant on notice that under South Carolina Regulations, the Building is considered a regulated "Facility" and that before Tenant performs any repairs or Alterations to the Premises, Tenant must obtain an asbestos survey at its own cost. Tenant shall comply with all applicable Laws and regulations regarding removal/renovation/modification of any portion of the Building that has asbestos containing materials, bear any additional costs associated with asbestos containing materials and shall indemnify and hold harmless Landlord for any Claims (including, without limitation, costs of investigation and consultant fees) resulting from any violation of applicable asbestos regulations.

24. BANKRUPTCY.

24.1 The following shall be Events of Bankruptcy under this Lease: (a) Tenant's, a Guarantor's or a General Partner's becoming insolvent, as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant, a Guarantor or a General Partner, or the institution of a foreclosure or attachment action upon any property of Tenant, a Guarantor or a General Partner; (c) filing of a voluntary petition by Tenant, a Guarantor or a General Partner under the provisions of the Bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant, a Guarantor or a General Partner as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (i) is not dismissed within thirty (30) days of filing, or (ii) results in the issuance of an order for relief against the debtor; or (e) Tenant's, a Guarantor's or a General Partner's making or consenting to an assignment for the benefit of creditors or a composition of creditors.

24.2 (a) Upon occurrence of an Event of Bankruptcy, Landlord shall have all rights and remedies available pursuant to Section 15; provided, however, that while a case in which Tenant is the subject debtor under the Bankruptcy Code is pending, Landlord shall not exercise its rights and remedies pursuant to Section 15 so long as (i) the Bankruptcy Code prohibits the exercise of such rights and remedies, and (ii) Tenant or its trustee in Bankruptcy ("Trustee") is in compliance with the provisions of Section 24.2(b).

(b) If Tenant becomes the subject debtor in a case pending under the Bankruptcy Code, then Landlord's right to terminate this Lease pursuant to Section 24.2(a) shall be subject, to the extent required by the Bankruptcy Code, to any rights of Trustee to assume or assign this Lease pursuant to the Bankruptcy Code. Trustee shall not have the right to assume or assign this Lease unless Trustee promptly (1) cures all defaults under this Lease, (2) compensates Landlord for monetary damages incurred as a result of such defaults, (3) provides adequate assurance of future performance on the part of Tenant as debtor in possession or of the assignee of Tenant, and (4) complies with all other requirements of the Bankruptcy Code. This Lease may be terminated in accordance with Section 24.2(a) if the foregoing criteria for assumption or assignment are not met. Adequate assurance of future performance, as used in this Section 24.2(b), shall mean that all of the following minimum criteria must be met: (A) Tenant's gross receipts in the ordinary course of business during the thirty (30) day period immediately preceding the initiation of the case under the Bankruptcy Code must be greater than two (2) times the next monthly installment of the Base Rent and Additional Rent; (B) both the average and median of Tenant's monthly gross receipts in the ordinary course of business during the six (6) month period immediately preceding the initiation of the case under the Bankruptcy Code must be greater than two (2) times the next monthly installment of the Base Rent and Additional Rent; (C) Tenant must pay its estimated pro rata share of the cost of all services performed or provided by Landlord for the benefit of Tenant (whether directly or through agents or contractors and whether or not previously included as part of the Base Rent) in advance of the performance or provision of such services; (D) Trustee must agree that Tenant's business shall be conducted in a first-class manner, and that no liquidating sale, auction or other non-first-class business operation shall be conducted in the Premises; (E) Trustee must agree that the use of the Premises as stated in this Lease shall remain unchanged and that no prohibited use shall be permitted; (F) Trustee must agree that the assumption or assignment of this Lease shall not violate or affect the rights of other tenants in the Building; (G) Trustee must pay to Landlord at the time the next monthly installment of the Base Rent is due, in addition to such installment, an amount equal to the monthly installments of the Base Rent and Additional Rent due for the next six (6) months thereafter, such amount to be held as a security deposit; and (H) all assurances of future performance specified in the Bankruptcy Code must be provided.

25. MISCELLANEOUS PROVISIONS.

25.1 Successors and Waiver. The covenants and agreements contained in this Lease shall apply to, inure to the benefit, and be binding upon the parties, their heirs, permitted assigns, legal representations and other successors in interest, except as otherwise provided in this Lease. The failure of either party to require strict compliance with the provisions of this Lease shall not constitute a waiver of any rights or otherwise prevent either party from subsequently requiring strict compliance with any provisions hereof. No waiver of any provision of this Lease shall be effective unless it is in writing and signed by the waiving party.

25.2 Entire Agreement and Counterparts. This Lease constitutes the whole agreement between the parties, and may not be amended unless by a written agreement signed by both parties. No representation, condition, term of provision not contained in this Lease shall be binding upon either party. When appropriate, words of any gender shall mean and include the other genders, and singular shall mean and include the other plural, and vice versa. This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

25.3 Attorneys' Fees. Tenant upon demand shall pay all costs, expenses and reasonable attorneys' fees incurred by Landlord in successfully enforcing this Lease (whether by judgment or by payment by Tenant prior to judgment). Landlord upon demand shall pay all costs, expenses and reasonable attorneys' fees incurred by Tenant in successfully enforcing this Lease (whether by judgment or by payment by Landlord prior to judgment).

25.4 Brokers. Landlord and Tenant each warrant to the other that in connection with this Lease neither has employed or dealt with any broker, agent or finder, other than the Brokers. Landlord acknowledges that it shall pay any commission or fee due to the Brokers, pursuant to a separate written agreement. Tenant shall indemnify and hold Landlord harmless from and against any claim for brokerage or other commissions asserted by any broker, agent or finder employed by Tenant or with whom Tenant has dealt, other than the Brokers.

25.5 Captions, Time and Survival. The captions and headings used in this Lease are for the purpose of convenience only and shall not be construed to limit or extend the meaning of any part of this Lease. Time is of the essence for the performance of each term, condition and covenant of this Lease. All covenants and indemnities set forth herein which contemplate the payment of sums, or the performance by Tenant after the expiration or termination of the Term or following an Event of Default, including all obligations to indemnify Landlord.

25.6 Unavoidable Delay. Landlord or Tenant shall not be chargeable with, liable for, or responsible to the other for anything or in any amount for any Unavoidable Delay, and any Unavoidable Delay shall not be deemed a breach of or default in the performance of this Lease, it being specifically agreed that any time limit provision contained in this Lease, at Landlord's option, shall be extended for the same period of time lost by Unavoidable Delay; provided, however, in no event shall any Unavoidable Delay excuse or delay Tenant's obligation to timely pay Rent under this Lease.

25.7 Authority. Tenant represents and warrants that each individual executing this Lease on behalf of Tenant is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with its corporate bylaws, appropriate limited liability company documentation, statement of partnership or certificate of limited partnership, as the case may be.

25.8 Consequential Damages. Notwithstanding any other provision of this Lease to the contrary, in no event shall Landlord be liable for punitive or consequential damages hereunder; and in no event shall Tenant be liable for punitive or consequential damages hereunder, except in the event of a holding over by Tenant or a breach of this Lease by Tenant which delays or otherwise adversely affects a sale or financing by Landlord.

25.9 Security Measures. Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Property. Nothing contained in this Section 25.9 shall prevent Landlord, at Landlord's sole option, from providing security protection for the Property or any part thereof. Tenant acknowledges that safety and security devices, services and programs provided by Landlord, if any, while intended to deter crime and ensure safety, may not in given instances prevent theft or other criminal acts, or ensure safety of property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or may be circumvented by a criminal, is assumed by Tenant with respect to Tenant's property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such criminal acts and other losses. Tenant agrees to cooperate in any safety or security program developed by Landlord or required by law.

25.10 Waiver of Right to Jury Trial or Permissive Counterclaim. Landlord and Tenant each hereby waives any and all right to trial by jury in any action, proceeding or counterclaim with respect to any matter arising out of or in any way connected to with this Lease, the Premises, the Property, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, or any claim of injury or damage. Tenant further waives any right to interpose any unrelated counterclaim in any summary proceeding for eviction or nonpayment of Rent. Any and all unrelated claims or unrelated counterclaims that may be asserted by Tenant shall only be made the subject of a separate action. In such separate action, it is agreed that trial by jury shall be waived by both parties.

25.11 Landlord's Property. Tenant shall look only to Landlord's interest in the land and buildings comprising the Property for the satisfaction of Tenant's remedies for any claim against Landlord arising out of or in connection with this Lease, whether express or implied herein or under the law. No properties or assets of Landlord other than the estate and property of Landlord in and to the Property and no property owned by any Landlord Agent shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Tenant, nor shall any Landlord Agent have any personal liability hereunder.

25.12 Generally. Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of its business or otherwise or a joint venture with Tenant. This Lease shall be governed exclusively under the provisions hereof and by the laws of South Carolina, without regard to conflict of laws principles. The Exhibits referenced at the end of Section 1 or elsewhere in this Lease and attached hereto are incorporated in and made a part of this Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease becomes effective only upon execution and delivery thereof by Landlord. Construction of this Lease shall be according to the content hereof, and without presumption or standard of construction in favor of or against either party hereto.

25.13 Invalidity of Particular Provisions. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected

thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25.14 No Representations by Landlord. Neither Landlord nor any Landlord Agent has made any representations or promises with respect to the Premises or the Building except as herein expressly set forth, and no rights, privileges, easements or licenses are granted to Tenant except as herein expressly set forth herein. Except as may otherwise be expressly provided in this Lease, the leasing of the Premises does not include in the right to use the roof, mechanical rooms, electrical closets, janitorial closets, telephone rooms, parking areas or other non-common or non-public areas of the Building.

25.15 Financial Statements. Tenant, within fifteen (15) days after request from time to time (but only once per calendar year, except in the event of a proposed sale or financing of the Building or any interest therein or in Landlord, and except if an Event of Default occurs), shall provide Landlord with current year-to-date financial statements (including balance sheet, income statement and cash flow statement) and financial statements (including balance sheet, income statement and cash flow statement) either audited (if Tenant produces audited financial statements in the ordinary course of its business), or certified by Tenant's chief financial officer, for the last two (2) fiscal years of Tenant. Landlord shall keep Tenant's financial statements confidential, except as may be required by Applicable Laws or court order.

25.16 Rule Against Perpetuities. If and to the extent that this Lease would, in the absence of the limitation imposed by this Section 25.16, be invalid or unenforceable as being in violation of the rule against perpetuity or any other rule of law relating to the vesting of interests in property or the suspension of the power of alienation of property, then it is agreed that notwithstanding any other provision of this Lease, this Lease and any and all options, rights and privileges granted to Tenant hereunder or in connection therewith shall terminate if the Term has not commenced within twenty-one (21) years after the Effective Date.

25.17 No Light or Air Easement. Any diminution or shutting off of light, air or view by any structure which is now or may hereafter be erected on lands adjacent to the Building shall in no way affect this Lease or impose any liability on Landlord. Noise, dust or vibration or other incidents to new construction of improvements on lands adjacent to the Building, whether or not owned by Landlord, shall in no way affect this Lease or impose any liability on Landlord. Tenant agrees that in such event, Tenant shall not be entitled to any action, claim or relief, including without limitation rent reduction or abatement, or termination of this Lease.

25.18 Prohibited Persons and Transactions. Tenant represents and warrants to Landlord that:

(a) Tenant is not, and shall not during the Term become, a person or entity with whom Landlord is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto, including, without limitation, persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, "Prohibited Persons"); and

(b) Tenant is not currently conducting any business or engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the premises.

25.19 Relocation. Upon delivering to Tenant no less than sixty (60) days' prior written notice (the "Relocation Notice"), Landlord reserves the right from time to time to relocate Tenant to comparable space in another part of the Building (the "Substitute Space") prior to or during the Term, so long as the size of the Substitute Space is no less than the size of the Premises, and the Substitute Space is of comparable tenant finish. The Substitute Space may be on a lower floor of the Building, so long as the Substitute Space is on the same side of the Building, and has a similar window line, as the Premises. If Tenant is not satisfied with the Substitute Space, Tenant shall have the right to reject the Substitute Space by delivering written notice of rejection (the "Rejection Notice") to Landlord no later than ten (10) days after delivery of the Relocation Notice. If Tenant timely delivers the Rejection Notice, then Landlord and Tenant each shall have the right to terminate this Lease, but only by delivering written notice of termination to the other party on or before ten (10) days following delivery of the Rejection Notice. If either party timely delivers a termination notice, then this Lease shall terminate on the date which is sixty (60) days after the date of delivery of the termination notice with the same effect as if such date were the Expiration Date; provided, however, that if Tenant timely delivers a termination notice, then Landlord shall have the right to rescind the Relocation Notice, in which event both the Relocation Notice and the termination notice shall be null and void ab initio and the Premises shall not be relocated. If Tenant accepts the Substitute Space or does not timely deliver a Rejection Notice, then the Substitute Space shall be the Premises for all purposes of this Lease. Tenant hereby waives any and all claims (whether for damages, abatement of Rent, loss of profits or otherwise) due to such relocation. No such relocation shall effect any change in the Annual Base Rent payable or any other economic terms of this Lease. Landlord shall reimburse Tenant for the reasonable costs of such relocation incurred by Tenant.

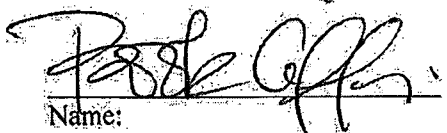
25.20 Recording. Tenant shall not record this Lease or any memorandum of this Lease. Tenant grants to Landlord a power of attorney to execute and record a release releasing any such recorded instrument of record that was recorded in violation of this Section 25.20, which power is coupled with an interest and is irrevocable.

25.21 Guaranty. Simultaneously with execution and delivery of this Lease by Tenant, Tenant shall deliver to Landlord a Guaranty of this Lease executed by the Guarantor, in the form of Schedule 1 attached hereto.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

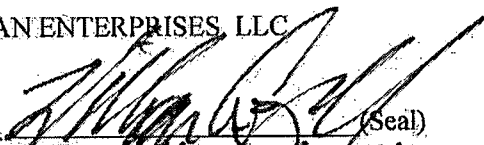
WITNESS:


Name:

LANDLORD:

ROI-TAN ENTERPRISES, LLC

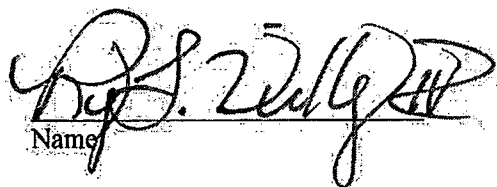
By:

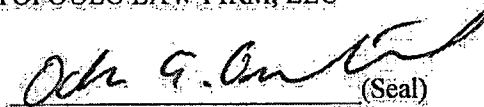

(Seal)
Jay Weaver
Authorized Agent

TENANT:

ANASTOPOULO LAW FIRM, LLC

By:


Name:


(Seal)
Name:
Title:

SCHEDULE 1**GUARANTY OF LEASE**

THIS GUARANTY OF LEASE is made as of this 31 day of May, 2016, by AKIM ANASTOPOULO ("Guarantor"), having a residence address of 2557 Ashley Phosphate Road, North Charleston, South Carolina 29418, in favor of ROI-TAN ENTERPRISES, LLC ("Landlord").

RECITALS

A. Anastopoulos Law Firm, LLC, a South Carolina limited liability company ("Tenant") is desirous of entering into that certain lease of even date herewith (the "Lease") with Landlord for rentable area in the office building situated at 701 East Bay Street, Charleston, South Carolina.

B. Guarantor has requested that Landlord enter into the Lease.

C. Landlord has declined to enter the Lease unless Guarantor guarantees the Lease.

D. Guarantor holds ownership interests in Tenant, will be materially benefited by the Lease, and is not just an accommodation party.

NOW THEREFORE, to induce Landlord to enter into the lease, Guarantor hereby agrees as follows:

1. Unconditional Guaranty. Guarantor unconditionally guarantees to Landlord and the successors and assigns of Landlord the full and punctual payment, performance and observance by Tenant of all of the terms, covenants and conditions in the Lease to be kept, performed or observed by Tenant. If, at any time, Tenant shall default in the performance or observance of any of the terms, covenants or conditions in the Lease to be kept, performed or observed by Tenant, including, without limitation, the payment of any Rent or other charge, Guarantor will keep, perform and observe the same, as the case may be, in place and stead of Tenant.

2. Waiver of Notice; No Release of Liability. Any act of Landlord or the successors or assigns of Landlord consisting of the giving of any consent to any manner or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, may be done without any notice to Guarantor and without releasing the obligations of Guarantor hereunder. The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application or release of security given for the performance and observance of covenants and conditions in the Lease to be performed or observed by Tenant, or by any modifications of the Lease. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditors, receivership, bankruptcy, or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the lease by Tenant; (e) any disability or other defense of Tenant; (f) the cessation from any cause whatsoever of the liability of Tenant; or (g) the exercise by Landlord of any rights or remedies reserved to Landlord under the Lease, provided or permitted by law or by reason of any termination of the Lease.

3. Joinder; Statute of Limitations. Guarantor agrees that it may be joined in any action

Schedule 1 - 1

against Tenant in connection with the obligations of Tenant under the lease as covered by this Guaranty and recovery may be had against Guarantor in any such action or Landlord may enforce the obligations of Guarantor hereunder without first taking any action whatsoever against Tenant or its successors and assigns, or pursue any other remedy or apply any security it may hold, and Guarantor hereby waives all rights to assert or plead at any time any statute of limitations as relating to the Lease and the obligations of Guarantor hereunder.

4. Limitation of Claims; Subordination. Until all of the covenants and conditions in the Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor: (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor, in compliance with the obligations of Guarantor hereunder; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

5. De Facto Tenant. In the event this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction or in the event of any limitation of liability of Guarantor herein other than expressly provided herein, then Guarantor shall be deemed to be a tenant under the Lease with the same force and effect as if Guarantor were expressly named as a joint and several tenant therein with respect to the obligations of Tenant thereunder hereby guaranteed.

6. Amendment or Assignment of Lease. The provisions of the Lease may be changed, modified, amended or waived by agreement between Landlord and Tenant at any time, or by course of conduct, without the consent of and without notice to Guarantor. This Guaranty shall guarantee the performance of the Lease as so changed, modified, amended or waived. Any assignment of the Lease (as permitted by the Lease) shall not affect this Guaranty and if Landlord disposes of its interest in the Lease, "Landlord", as used in this Guaranty, shall mean Landlord's successors and assigns.

7. Defenses of Tenant. Guarantor waives any defense by reason of any legal or other disability of Tenant and any other party to the Lease, and further waives any other defense based on the termination of Tenant's liability for any cause, as well as any presentments, or notices of acceptance of this Guaranty, and further waives all notices of the existence, creation, or incurring of new or additional obligations.

8. No Waiver by Landlord. No delay on the part of Landlord in exercising any right hereunder or under the Lease shall operate as a waiver of such right or of any other right of Landlord under the Lease or hereunder, nor shall any delay, omission or waiver on any one or more occasions be deemed a bar to or a waiver of the same or any other right on any other future occasion.

9. Joint and Several Liability. If there is more than one undersigned Guarantor, the term "Guarantor", as used herein, shall include all of such undersigned and each and every provision of this Guaranty shall be binding on each and every one of the undersigned and they shall be jointly and severally liable hereunder and Landlord shall have the right to join one or all of them in any proceeding or to proceed against them in any order.

10. Whole Agreement. This instrument constitutes the entire agreement between Landlord and Guarantor with respect to the subject matter hereof, superseding all prior oral or written agreements or understandings with respect thereto and may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.

11. Applicable Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to conflict of laws principles.

12. Guarantor's Successors. Guarantor's obligations under this Guaranty shall be binding on the successors, heirs and assigns of Guarantor. Guarantor shall not be released by an assignment or delegation by it of its obligations hereunder.

13. Attorneys' Fees. If Landlord is required to enforce Guarantor's obligations hereunder by legal proceedings, Guarantor shall pay to Landlord all costs incurred, including without limitation, reasonable attorneys' fees.

14. Captions. The paragraph headings appearing herein are for purposes of identification and reference only and shall not be used in interpreting this Guaranty.

15. Interpretation; Severability. It is agreed that if any provision of this Guaranty or the application of any provision to any person or any circumstance shall be determined to be invalid or unenforceable, such determination shall not affect any other provisions of this Guaranty or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Guaranty is capable of two constructions one of which would render the provision valid, the provision shall have the meaning which renders it valid.

16. Extensions and Renewals. This Guaranty shall apply to the Lease, any extension or renewal thereof and to any holdover term following the term granted in the Lease or any extension or renewal thereof.

17. Financial Statements. Guarantor, within fifteen (15) days after request from time to time (but no more than once in any twelve (12) month period, except in the event of a proposed sale or financing of the Building or any interest therein, or in the event of an uncured default under this Guaranty or an uncured Default under the Lease), shall provide Guarantor with current financial statements and financial statements for the last two (2) fiscal years of Guarantor (including balance sheet, income statement and cash flow statement). If Guarantor obtains audited financial statements in the ordinary course of business, then Guarantor shall provide Landlord with such audited financial statements, otherwise, Guarantor shall provide Landlord with financial statements certified by Guarantor's chief financial officer. Guarantor represents and warrants that any financial statements heretofore or hereafter provided to Landlord in connection with the Lease are accurate and not misleading. At such times as the information required by this Section 17 is publicly available, Guarantor need not comply with this Section 17.

18. Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly delivered upon personal delivery (or attempted delivery); or as of the third (3rd) business day after mailing by United States mail, by certified, return receipt requested, postage prepaid (during times when normal mail delivery is in effect); or as of the immediately following business day after deposit for next day delivery with Fed Ex or similar nationally recognized overnight courier service:

if to Landlord:

1 Cool Blow Street, Suite 200
Charleston, SC 29403
Attn: Lease Administration

Schedule 1 - 3

with a copy to:

Federal Capital Partners
5425 Wisconsin Avenue, Suite 202
Chevy Chase, MD 20815
Attn: Mr. Esko I. Korhonen

if to Guarantor:

Akim Anastopoulos
2557 Ashley Phosphate Road
North Charleston, SC 29418

The party to receive notices and the places notices are to be sent for either Landlord or Guarantor may be changed by notice given pursuant to the provisions of this Section 18.

19. Estoppel. Guarantor shall from time to time upon not less than five (5) days' prior written notice, execute and deliver to Landlord a statement in writing that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the Guaranty is in full force and effect as modified and stating the modifications). Any such statement delivered pursuant hereto may be relied upon by any owner of the Building or any interest therein, any prospective purchaser of the Building or any interest therein, any mortgagee or prospective mortgagee of the Building or any interest therein, or any prospective assignee of any such mortgagee. The failure of Guarantor to timely execute and deliver such statement to Landlord shall constitute an acknowledgment by Guarantor that this Guaranty is unmodified and in full force and effect.

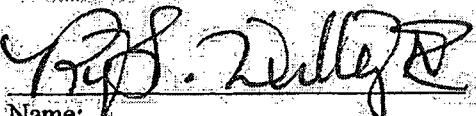
20. Waiver Of Jury Trial. GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER IT OR LANDLORD AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN ANY WAY RELATED TO THIS GUARANTY.

21. ACKNOWLEDGEMENT; ENFORCEABILITY. GUARANTOR REPRESENTS AND WARRANTS TO LANDLORD THAT GUARANTOR HAS READ THIS GUARANTY AND UNDERSTANDS THE CONTENT HEREOF AND THAT THIS GUARANTY IS ENFORCEABLE AGAINST GUARANTOR IN ACCORDANCE WITH ITS TERMS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of this day and year first above written.

WITNESS:

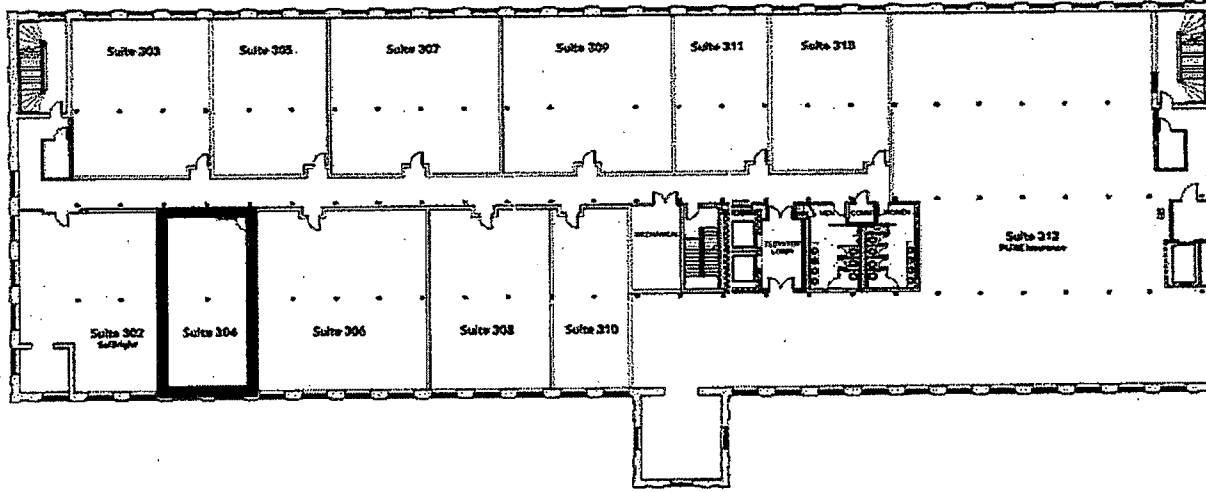

Name: _____

GUARANTOR:

 (Seal)
Name: Akim Anastopoulos

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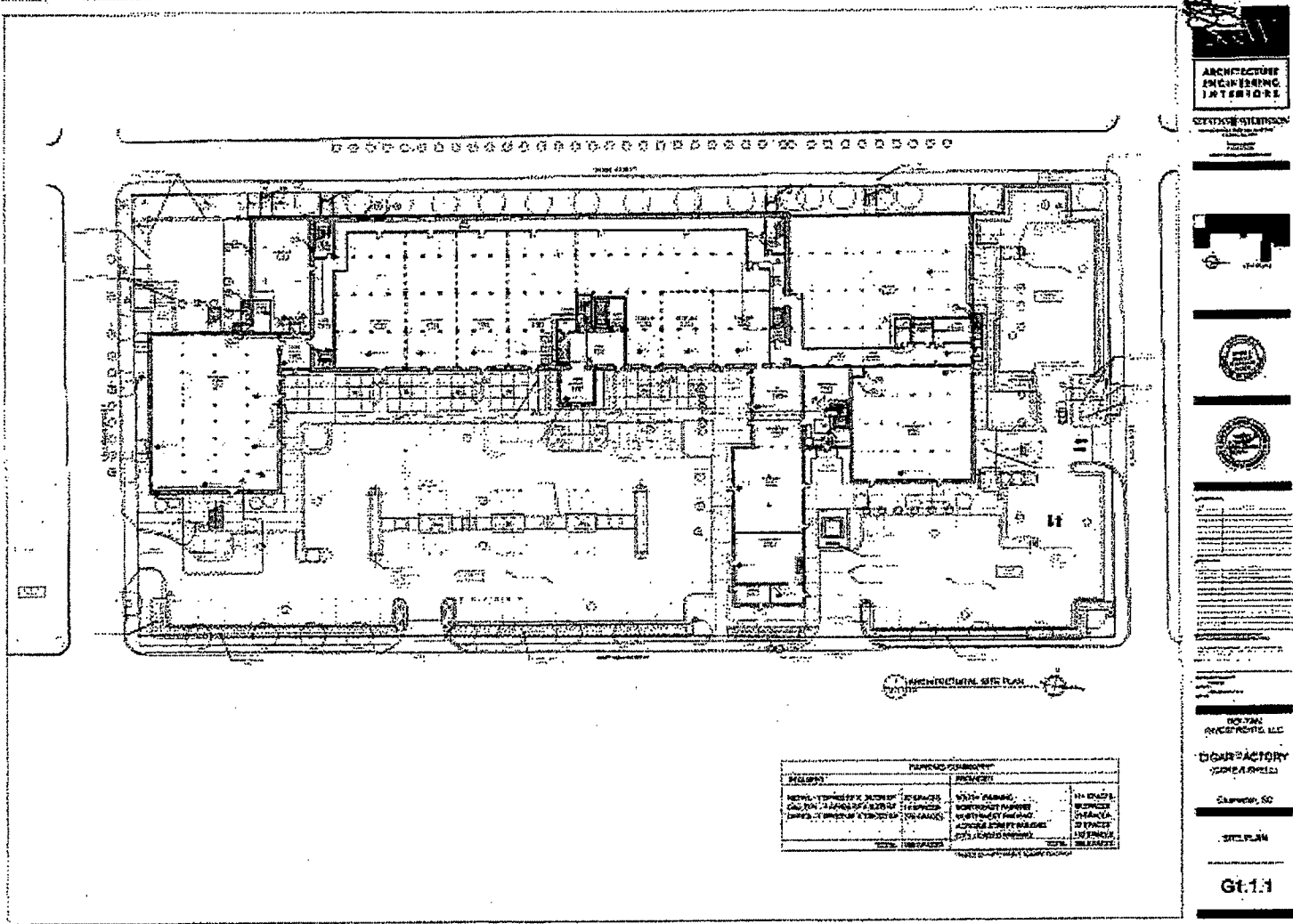
EXHIBIT A-1
FLOOR PLAN OF PREMISES



A-1 - 1

AP 129

EXHIBIT A-2
PROPERTY SITE PLAN



A-2 - I

EXHIBIT B**CONSTRUCTION RIDER FOR LANDLORD WORK**

(a) The Landlord Work consists of the Base Building Work and the Tenant Upfit. The Base Building Work shall be constructed by Landlord in accordance with the base building Core and Shell Specifications set forth on Exhibit "B-1" (the "Core and Shell Specifications"). The Tenant Upfit shall be constructed by Landlord in accordance with, and subject to the terms and conditions set forth in Exhibit "B-2" (the "Tenant Upfit Terms").

(b) Landlord shall have the right, from time to time, to make reasonable changes and field adjustments in and to the Landlord Work to the extent that the same shall be necessary or desirable in order to adjust to actual field conditions or to cause the Base Building Work or the Tenant Upfit to comply with any applicable requirements of public authorities and/or requirements of insurance bodies. All such changes/field adjustments shall be noted on the applicable plans or documents.

(c) All construction comprising the Tenant Upfit shall be commenced promptly after (i) Landlord has received all permits and approvals for the construction of the Tenant Upfit, and (ii) the Base Building Work has been completed to a degree that permits commencement of construction of the Tenant Upfit.

(d) At the time of Substantial Completion of the Landlord Work, Landlord, in consultation with Tenant, shall generate a Punch List of all asserted defects or incomplete work items in the Tenant Upfit (the "Punch List"). Landlord shall complete all items on the Punch List within a commercially reasonable time following the date of the generation of the Punch List, unless the nature of the incomplete work item listed therein is such that a longer period of time is required to repair or correct the same or unless due to Long Lead Items, Unavoidable Delays or Tenant Delays.

(e) For purposes of determining Tenant Delays under the Lease, the term Tenant shall include Tenant's Agents. In the event that Landlord has made a reasonable request for a certain approval or item to be provided by Tenant by a certain date and Tenant fails to reply or provide said item by said date, and any number of days by which Tenant fails to meet such deadline shall be a Tenant Delay.

(f) Other than the Landlord Work, possession of the Premises is in its "as is" condition.

EXHIBIT B-1**OFFICE CORE AND SHELL SPECIFICATIONS****1.0 Building and Shell Improvements**

Landlord will construct and shall deliver to Tenant at no additional expense the following items which collectively comprise and are hereby defined as the "Base Building". All items shall be completed in accordance with applicable Building Codes, laws, and regulations, and historic tax credit requirements, including without limitation the Americans with Disabilities Act (ADA).

- (a) The building shell and exterior, including perimeter window frames, seals, mullions, and glazing in good condition;
- (b) The core area, including necessary mechanical, electrical, sprinkler, plumbing, life-safety, heating, ventilation, air conditioning and structural systems fully compliant with appropriate fire-ratings;
- (c) The building common core area finished with painted drywall, lighting, floor covering, sprinklers, and fire alarm;
- (d) In Tenant's Premises, any walls shall be provided in their "as is" condition;
- (e) Building Standard doors at stairwells, toilet rooms, and core service rooms, installed with required hardware and compliant with Code;
- (f) Public stairwells and required paths of egress that are constructed for core and shell as required for the occupied Premises;
- (g) Finished and secured electrical, mechanical, telephone, and janitorial rooms ("service rooms") to the extent located on the floor and as indicated on the Base Building plans;
- (h) Core service electrical rooms shall be complete, with required feeders, transformers, panels, breakers and associated equipment as required to provide electrical service of 5 watts/SF of connected load consisting of 1 watt/USF for lighting (277 volt) and 4 watts/USF convenience (120 volt) service;
- (i) Power Distribution: The electrical design provides for 480/277V, 3 Phase, 4 wire; and 208/120V, 3 Phase, 4 wire power to floor panels.
- (j) Core service telephone rooms shall be secured and installed with plywood backboards, interior lighting and electrical outlets, and sleeves between floors for cabling;
- (k) Core men's and women's toilet rooms, finished to new Building Standards and compliant with ADA, including plumbing fixtures, hot and cold running water, and painted and tiled wall surfaces, accessories and dividers, and exposed ceilings and lighting;
- (l) A passenger elevator serving each floor, and at least one (1) serving the rooftop terrace and at least one (1) additional dedicated freight elevator serving floors 1 through 5, including finished interior cabs and lobbies complete with finished doors, frames, hardware, magnetic hold-open devices,

call lanterns and buttons, fire department connections, and placards as required by Code and consistent with Building Standards;

- (m) Ground floor lobby with lobby finishes installed and complete;
- (n) Exterior plazas and landscaping;
- (o) Service corridor and dumpster access
- (p) Exit signage as required by Code for a core and shell unoccupied building;
- (q) Main mechanical system equipment room and primary insulated supply and return ductwork;
- (r) Primary fire sprinkler system consisting of main piping and associated control valves, mains, laterals, and uprights with sprinkler heads and secondary distribution as required by Code for the unoccupied Premises;
- (s) Fire extinguishers in all core fire extinguisher cabinets;
- (t) Subflooring installed;
- (u) The floor loading capacity in all office areas will be 50 pounds per square foot live load and 42 pounds per square foot dead load; and
- (v) Roof is a modified bituminous roofing system.

2.0 HVAC Design and Performance

Air-conditioning system will be provided with thermostatically controlled zones. The system shall meet the standards recommended below by the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) Standard 55-2004 "Thermal Environmental Conditions for Human Occupancy"

Temperature / Humidity Ranges for Comfort			
Conditions	Relative Humidity	Acceptable Operating Temperatures	
		°C	°F
Summer (light clothing)	If 30%, then	24.5-28	76-82
	If 60%, then	23-25.5	74-78
Winter (warm clothing)	If 30%, then	20.5 - 25.5	69 - 78
	If 60%, then	20 - 24	68 - 75

Source: Adapted from ASHRAE 55-2004.

All office suites will include the main supply ductwork to VAV terminals or other systems serving the perimeter and interior zones, at a ratio of one terminal per 1,200 USF. All "downstream" ductwork, diffusers, return, exhaust and additional zones shall be part of Tenant Work. Thermostats and 25 feet of control wire will be coiled at each terminal, to be installed at Tenant's expense.

3.0 Broom Clean

All floors of the Premises shall be sufficiently clear of Base Building materials and debris to permit commencement of Tenant Work upon delivery of possession.

4.0 Window Treatments

If desired, Tenant at Tenant's sole cost or as a part of its Tenant Upfit Allowance, may purchase and install the building standard window coverings (window covering specification and installation location to be provided by Landlord).

EXHIBIT B-2**TENANT UPFIT TERMS**

1. **Tenant Upfit Generally.** All pre-occupancy tenant work, installations and improvements to the Premises caused to be installed by Landlord pursuant to this Exhibit B-2 shall be referred to as the "**Tenant Upfit**". All Tenant Upfit shall be purchased and installed at Tenant's sole expense subject to application of the Tenant Upfit Allowance set forth in Section 3 of this Exhibit B-2.

2. **Preparation and Approval of Drawings**

A. Upon availability, Landlord, at no cost to Tenant, shall provide Tenant, for informational purposes, with all engineering working drawings for the base Building, including mechanical, electrical and plumbing working drawings. Notwithstanding delivery of such base Building drawings, Tenant's architect in designing the Tenant Upfit shall be responsible for verifying all existing field conditions.

B. All prints, drawings, information and other materials to be furnished by Tenant as required hereunder shall be delivered to Landlord at 1 Cool Blow Street, Suite 200, Charleston, SC 29403, Attn: William Cogswell, or such different address as Landlord may designate to Tenant from time to time. Tenant's drawings shall be as follows: (i) schematic documents sufficient for review and preliminary pricing (35%) ("**Schematic Documents**"), and (ii) biddable and permittable final construction documents (100%) ("**Construction Documents**"). The Schematic Documents and Construction Documents shall sometimes be referred to generally as the "**Documents**".

C. Tenant, at its sole expense, shall utilize the services of an architect and engineer approved by Landlord (such approval not to be unreasonably withheld, conditioned or delayed) to prepare all Documents. Said architect and engineer shall be licensed and registered in the State of South Carolina. Tenant shall ensure that all Documents comply with Historic Tax Credit Guidelines and requirements. All Documents shall be submitted to Landlord for approval in the form of two (2) full size and two (2) half size hard copy signed prints, plus two (2) DVD or CD ROM versions, no smaller than 1/8" scale with specifications either on the Documents or attached. Tenant shall also submit to Landlord such further information on Tenant's planned electrical and mechanical (and structural, if applicable) usage at the Premises as requested by Landlord.

D. On or before June 1, 2016, Tenant shall submit the Schematic Documents to Landlord for approval. Landlord shall respond to the complete Schematic Documents within ten (10) business days after receipt. If Landlord disapproves, Landlord shall specify the reasons for disapproval. If Landlord disapproves, Tenant shall within five (5) business days after receipt of Landlord's disapproval, submit to Landlord revised Schematic Documents addressing Landlord's comments, and Landlord shall respond within five (5) business days after receipt of complete revised Schematic Documents. This procedure shall be repeated until the Landlord has approved the Schematic Documents. Landlord may give approval "as noted" in which event the changes noted by Landlord shall be deemed incorporated into the Schematic Documents; provided, if Tenant notifies Landlord within three (3) business days thereafter that it does not accept said changes, then the Schematic Documents shall be deemed disapproved on account of the absence of the changes Landlord had requested.

E. On or before July 1, 2016 (the "**Construction Submission Date**"), Tenant shall submit the Construction Documents (consistent with the approved Schematic Documents) to Landlord for approval. The Construction Documents shall be in form sufficient to obtain a building permit and shall include detailed final drawings for architectural, electrical, mechanical, structural (if applicable), sprinkler and plumbing and all other work included in the Tenant Upfit. Included in the Construction Documents shall

be specifications for all of the Tenant Upfit. Landlord shall respond to the complete Construction Documents within ten (10) business days after receipt. If Landlord disapproves, Landlord shall specify the reasons for disapproval. If Landlord disapproves, Tenant shall within five (5) business days after receipt of Landlord's disapproval, submit to Landlord revised Construction Documents addressing Landlord's comments, and Landlord shall respond within five (5) business days after receipt of complete revised Construction Documents. This procedure shall be repeated until the Landlord has approved the Construction Documents. Landlord may give approval "as noted" in which event the changes noted by Landlord shall be deemed incorporated into the Construction Documents; provided, if Tenant notifies Landlord within three (3) business days thereafter that it does not accept said changes, then the Construction Documents shall be deemed disapproved on account of the absence of the changes Landlord had requested. Any delay in completion of final approved Construction Documents beyond thirty (30) days following the Construction Submission Date shall be a Tenant Delay.

F. Construction Documents shall include, but not be limited to, the following:

Key plan showing location of Premises	no minimum scale
Floor and Fixture layout plans	1/4" = 1 foot
Overall sections	1/4" = 1 foot
Reflected ceiling plans	1/4" = 1 foot
Details of special conditions encountered	1 1/2" = 1 foot
Interior elevations	1 1/2" = 1 foot
Full sections of types of partitions	1/4" = 1 foot
Door schedule, jamb details, list of hardware	1/2" = 1 foot
Sprinkler, plumbing riser diagram, HVAC plan	1/4" = 1 foot
Mechanical details	n/a
Electrical plans (lighting, power, security)	1/4" = 1 foot
Electrical details, fixture schedules	n/a
Panel board schedules, riser diagrams	n/a
Mechanical/Electrical Submittal Forms	n/a
Specifications on all equipment/materials and workmanship	

G. The Construction Documents as approved by Landlord shall be referred to as the "Final Documents".

H. The approval by Landlord of any Documents shall not constitute implication, representation or certification by Landlord that such Documents are accurate, sufficient, efficient or in compliance with insurance requirements or applicable Laws, including building code compliance and the Americans with Disabilities Act, the responsibility of which belongs solely with Tenant.

3. Pricing.

A. Promptly following approval of the Construction Documents, Landlord shall prepare and submit to Tenant a preliminary construction budget and schedule for the Tenant Upfit based on the approved Construction Documents and a proposed subcontractor bid package (the "Bid Package"). The budget shall provide for a permit expeditor and the Bid Package shall provide for an Anticipated Delivery Date consistent with the terms of the Lease and shall include provisions protective of Landlord and Tenant.

B. Landlord shall deliver the Bid Package for bidding to no less than three (3) subcontractors for each major trade. Bidding subcontractors shall be prequalified by Landlord based on the subcontractor's reliability and reputation for quality workmanship and timeliness of performance and

the subcontractor's past job performance with Landlord or the General Contractor. Upon receipt of the bids, Landlord shall prepare a bid analysis and Landlord and Tenant shall meet for the purpose of selecting subcontractors from the conforming bids, based on the price and schedule for each bid. Within five (5) business days after Landlord's delivery of the bid analysis to Tenant, Tenant shall select the successful bidding subcontractors, subject only to Landlord's veto for demonstrable good reasons. Thereafter, Landlord shall execute a contract with the general contractor (the "General Contractor") on AIA forms containing the conforming subcontract bids selected by Tenant (the "Construction Contract"), prepare a construction budget of all hard and soft costs for the Tenant Upfit (the "Construction Budget"), monitor construction progress, hold periodic meetings and prepare meeting minutes, maintain a log of changes and execute Change Orders, disburse funds from the Tenant Upfit Allowance pursuant to this Section 3, and assist Tenant's architect in preparation of the punchlist at Substantial Completion. The Construction Budget shall include a construction management fee payable to Landlord in the amount of five percent (5%) of the total costs of construction of the Tenant Upfit and Change Orders (the "Construction Management Fee"). The total costs of the Tenant Upfit and Change Orders, including the Construction Management Fee, shall be referred to as the "Tenant Upfit Cost".

C. Landlord hereby grants to Tenant an allowance equal to the lesser of (i) \$30.00 per rentable square foot of the Premises, or (ii) the Tenant Upfit Cost (the "Tenant Upfit Allowance"). If the Tenant Upfit Cost exceeds the Tenant Upfit Allowance ("Excess Cost"), then Tenant shall pay to Landlord the Excess Cost within ten (10) days after delivery of the Construction Budget, provided that in all events Tenant shall pay to Landlord the Excess Cost prior to commencement of construction of the Tenant Upfit, and any delay on account thereof shall be a Tenant Delay. If the Excess Cost is increased at any time after preparation of the Construction Budget and payment of the Excess Cost pursuant to this Section 3.C., then Tenant shall pay the amount of such excess to Landlord within ten (10) days after delivery of an invoice therefor to Tenant. Within thirty (30) days after Substantial Completion, Landlord and Tenant shall reconcile the Excess Costs based on the final Tenant Upfit Cost, by making payment one to the other, as applicable.

4. Performance of Tenant Upfit. Landlord shall be responsible for obtaining all necessary building permits and other governmental permits and approvals necessary for construction of the Tenant Upfit. Tenant shall cooperate (and shall cause Tenant's architects and engineers to cooperate) with Landlord in Landlord's efforts to obtain such permits and other approvals. The General Contractor shall construct the Tenant Upfit in a good and workmanlike manner in accordance with the approved Final Documents and all applicable Laws. Simultaneously with selection of the successful bidding subcontractors pursuant to Section 3.B. of this Exhibit B-2, Tenant shall submit to Landlord (i) current financial statements of Tenant (including balance sheet, income statement and cash flow statement) certified to be true, complete and accurate by Tenant's chief financial officer, and (ii) current financial statements of Guarantor (including balance sheet, income statement and cash flow statement) certified to be true, complete and accurate by Guarantor's chief financial officer. If such financial statements show a material adverse change in the financial condition of Tenant or Guarantor from the financial condition shown on the financial statements last submitted to Landlord prior to execution of this Lease, then prior to commencement of construction of the Tenant Upfit, Tenant shall post with Landlord such additional security as reasonably required by Landlord to account for the risk of such material adverse change, and any delay in commencement of construction due to Tenant's failure to so post such additional security shall be a Tenant Delay.

During the design and performance of the Tenant Upfit, Landlord may request Tenant for decisions, selections, clarifications, document execution (for permits, applications or governmental approvals or requirements), cooperation and/or information (collectively, "Tenant Input") reasonably required for performance of the Tenant Upfit, and Tenant shall provide Landlord with complete Tenant Input within two (2) business days after each such request.

Tenant hereby designates Akim Anastopoulos, whose telephone number is (843) 425-4343 and e-mail address is akim@akimlawfirm.com to act as Tenant's representative for purposes of authorizing and executing any and all plans, or other writings and changes thereto in connection with the Tenant Upfit or any Alterations including any and all changes, additions or deletions to the Documents or any other plans, drawings or specifications, and Landlord shall have the right to rely on any documents executed by such authorized party.

5. Long Lead Items. Within ten (10) business days after approval of the Construction Documents, Landlord shall deliver to Tenant a list of all elements of the Tenant Upfit which will be Long Lead Items. If additional items of the Tenant Upfit become Long Lead Items due to circumstances of which Landlord was not aware at the time of the initial designation of Long Lead Items, then Landlord shall notify Tenant in writing of any such additional Long Lead Items within three (3) business days after learning of the unavailability of such items. Within two (2) business days after Landlord notifies Tenant of Long Lead Items, Tenant shall elect either to (i) omit such Long Lead Item from the Tenant Upfit, (ii) omit such Long Lead Item and substitute another item (in which event the parties shall follow the Change Order procedure set forth in Section 6 of this Exhibit B-2), or (iii) require such Long Lead Item to be installed when delivered.

In no event shall the Commencement Date be extended or delayed due to a delay in the installation of Long Lead Items or arising from Tenant's election to retain a Long Lead Item or to omit or substitute a Long Lead Item. Neither Landlord nor Landlord's Agent shall be liable for any losses, claims or damages arising due to delays in the delivery of Long Lead Items to the Premises. In all events, the General Contractor shall complete the Tenant Upfit promptly as delivery of Long Lead Items permits.

6. Change Orders. Upon Tenant's request and submission by Tenant (at Tenant's sole cost and expense) of the necessary information and/or plans and specifications for work other than the Tenant Upfit described in the Final Documents ("Change Orders") and the approval by Landlord of such Change Orders, Landlord shall perform such Change Orders, at Tenant's sole cost and expense, subject, however, to the following provisions of this Section 6. Prior to commencing any Change Orders requested by Tenant, Landlord shall submit to Tenant a Change Order approval form (ASI) and a written statement of the cost of such Change Order, and the estimated impact, if any, on the Substantial Completion Date. Tenant shall execute and return such Change Order form to Landlord within two (2) business days after delivery by Landlord, and the cost therefor shall be paid as set forth in Section 3 of this Exhibit B-2. If Tenant fails to execute or deliver such Change Order form within such two (2) business day period, then Landlord shall not perform such Change Order and shall proceed to perform only the Tenant Upfit as specified in the Final Documents. Nothing herein shall limit Landlord's ability to proceed with minor changes to the Tenant Upfit as required to properly integrate with the Core and Shell Specifications, to implement the intent of the Final Drawings, the Tenant Upfit and/or to properly integrate elements of the Tenant Upfit.

7. Data Cabling, Systems Furniture and Specialty Items. Notwithstanding any provision of this Work Agreement to the contrary, any Specialty Items desired by Tenant shall be installed, permitted and inspected by Tenant's separate contractors at Tenant's expense and shall not be included as part of the Tenant Upfit. Such installations by Tenant shall be subject to the provisions of this Lease. Tenant shall complete installation of all Specialty Items prior to the date the Tenant Upfit is ready for final inspection for a certificate of occupancy for the Premises. Any delay in substantial completion or governmental inspection of the Tenant Upfit due to Specialty Items shall be a Tenant Delay.

8. Lease Provisions. The terms and provisions of the Lease, insofar as they are applicable to this Exhibit B-2, are hereby incorporated herein by reference. All amounts payable by Tenant to Landlord

hereunder shall be deemed to be additional Rent under the Lease and, upon any default in the payment of same, Landlord shall have all of the rights and remedies provided for in the Lease.

EXHIBIT C**DECLARATION OF COMMENCEMENT DATE**

Attached to and made part of the Lease dated the _____ day of _____, 2016, entered into by and between ROI-TAN ENTERPRISES, LLC, as Landlord, and ANASTOPOULO LAW FIRM, LLC, as Tenant.

Landlord and Tenant do hereby declare that possession of the Premises was accepted by Tenant on the _____ day of _____, _____. The Lease is in full force and effect as of the date hereof; Landlord has fulfilled all of its obligations under the Lease required to be fulfilled by Landlord on or prior to such date; and Tenant has no right of deduction or set-off whatsoever. The Commencement Date is hereby established to be _____, _____, and the Term of the Lease shall expire on _____, _____.

Tenant represents and warrants that its registered agent in the State of South Carolina is _____, having an address at _____, and that Tenant is in good standing in the State of South Carolina. Attached to this Declaration is evidence of payment of premiums for all insurance required pursuant to Section 16 of the Lease.

WITNESS:**LANDLORD:**

ROI-TAN ENTERPRISES, LLC

By: _____

Jay Weaver

Authorized Agent

WITNESS:**TENANT:**

ANASTOPOULO LAW FIRM, LLC

By: _____

Name: _____

Title: _____

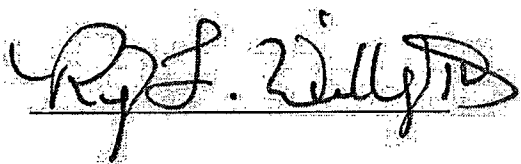
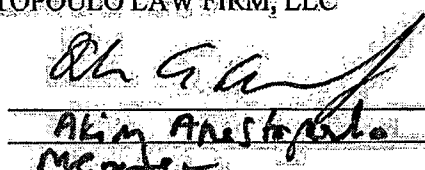



EXHIBIT D**RULES AND REGULATIONS**

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be used for the disposal of trash, be obstructed by Tenant or be used by Tenant for any purpose other than ingress and egress to and from the Premises and for going from one part of the Building to another part of the Building. The halls, passages, entrances, elevator, stairways, and roof are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto to all persons whose presence in the judgment of Landlord, or its employees, shall be prejudicial to the safety, character, reputation and interests of the Building and its Tenants and occupants.

2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags, or other unsuitable material shall be thrown or placed therein. Damage resulting to all such fixtures or appliances from misuse by Tenant shall be paid by Tenant and Landlord shall not in any case be responsible therefor.

3. Signs, advertisements, or notices visible in or from public corridors or from outside the Building shall be subject to Landlord's prior written approval. All curtains or other window treatments shall be as prescribed by Landlord for a uniform exterior appearance of the Building.

4. No additional locks shall be placed upon any doors of the Premises and each Tenant shall not permit any duplicate keys to be made; but if more than two (2) keys for any door or lock shall be desired, the additional number must be obtained from Landlord and be paid for by the Tenant. Each Tenant must, upon the termination of this Lease, leave the windows and doors in the Premises in like condition as of the Commencement Date of the Lease, and must then surrender to Landlord all keys to the Premises.

5. If Tenant desires blinds or window covering, they must be of such shape, color and material as may be prescribed by Landlord, and shall be erected with the Landlord's prior consent and at the expense of Tenant. No awnings shall be placed on the Premises or Building.

6. Movement in or out of the Building of furniture, office equipment, safes and other heavy equipment, or the dispatch or receipt by Tenant of any bulky material or merchandise, or materials which require use of elevators or stairways or movement through the Building entrances or lobby, shall be restricted to such hours as Landlord reasonably designates. All such movement shall be under the supervision of Landlord and in the manner agreed between Tenant and Landlord by prearrangement before performance. Such prearrangement, to be initiated by Tenant, will include a determination by Landlord, acting reasonably, as to the time, method, and routing of such movement and as to limitations for safety or other concerns. Tenant assumes all risks of damage to articles moved and injury to persons engaged or not engaged in such movement. Tenant shall be liable to Landlord and Landlord's property and personnel who may be damaged or injured as a result of acts in connection with carrying out this service for Tenant, and Landlord shall not be liable for the acts of any person engaged in, or any damage or loss to any property or persons resulting from any act in connection with, such service performed for Tenant. The rate for Landlord supervision hereunder is \$50 per hour as of the Effective Date.

7. Building management shall have the right and authority, acting reasonably, to prescribe the maximum weight and position of safes and other heavy equipment which may overstress any portion of a floor. All damages done to the Building or the Property by taking in or putting out any property of Tenant, or done by Tenant's property while in the Building, shall be repaired at the expense of Tenant.

8. Tenant, its employees, agents, invitees and contractors shall observe and obey all parking and traffic regulations as reasonably imposed by Landlord for the Project. Landlord reserves the right, in its reasonable discretion, to designate reserved parking spaces for certain tenants. If applicable, all contractors, invitees, guests or visitors of Tenant shall park only in spaces designated as visitor parking by Landlord, the number and location of which Landlord may modify, reduce or entirely eliminate from time to time, in Landlord's sole discretion. Landlord in all cases retains the power to designate general parking area procedures. Landlord reserves the right to implement any sort of parking system it deems necessary, desirable or appropriate to monitor and enforce parking restrictions at the Project, including, without limitation, controlling access to the parking lots, using a parking sticker or hang tag method of identifying approved vehicles at the Project, or labeling or otherwise identifying parking spaces as being reserved for certain tenants of the Project. To assist Landlord in such efforts, Tenant agrees to provide Landlord, upon request, at any time, and from time to time, a complete list of the type of car and license tag number of Tenant, Tenant Parties and any other party parking at the Project pursuant to the exercise of the rights of Tenant pursuant to the Lease. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked, parked in a no-parking zone, or which exceeds Tenant's allocated number of parking spaces. All vehicles shall be parked at the sole risk of the owner of such vehicle, and Landlord accepts no responsibility for any damage to or loss of vehicles.

9. Corridor doors, when not in use, shall be kept closed.

10. Tenant space visible from a public area must be kept neat and clean.

11. Tenant shall not do or permit to be done in or about the Premises or the Building anything which shall obstruct or interfere with the rights of any tenant of Landlord or unreasonably annoy them in any way including, but not limited to, loud or amplified noises.

12. No animals shall be brought into or kept in, on, or about the Building or the Property except for certified animals assisting the disabled or non-hazardous display fish.

13. All routine deliveries to the Premises shall be made between the hours of 8:00 a.m. and 5:00 p.m. weekdays. Passenger elevators, if applicable, are to be used only for the movement of persons, unless an exception is approved by the Building management office.

14. Tenant will comply with all security procedures during business hours and after hours and on weekends. Tenants are requested to lock all office doors leading to corridors and to turn out all lights at the close of their working day.

15. No flammable or explosive fluids or materials shall be kept or used within the Building or the Project except in areas approved by Landlord, and Tenant shall comply with all applicable building and fire codes relating thereto.

16. The Property is a smoke-free facility. Landlord may designate from time to time, in Landlord's sole discretion, an area or areas outside of the Building where smoking may take place.

17. Only persons authorized by Landlord will be permitted to furnish ice, drinking water, towels, vending services and other similar services to Tenants, and only at hours and under regulations fixed by Landlord. No Tenant shall employ any person or persons, other than the janitor of Landlord for the purpose of cleaning, or taking charge of the Premises, and it is understood and agreed that Landlord shall not be responsible to any Tenant for any damage not arising out of the negligence of Landlord done to the furniture or other effects of Tenant by the janitor or any of his employees, or any other person, or

for any loss of property of any kind whatever from the Premises, however occurring. Tenant will see each day that the doors to the Premises are securely locked before leaving the Building.

18. Tenant, its employees, clerks, or servants, shall not make or commit any improper noises or disturbances of any kind in the Building, or in the elevators, or make or defile the water closets, or toilet rooms, or the walls, windows or doors of the Building, or interfere in any way with other Tenants or those having business with them.

19. No Tenant shall do or permit anything to be done in the Premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on the Building or on property kept therein, or obstruct or interfere with the rights of other Tenants, or any other way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the Fire Department, or any insurance policy upon the Building or any part thereof.

20. Nothing shall be thrown or allowed to be dropped by Tenant, its employees, clerks or servants out of the windows or doors, or down the passages of the Building, or from any balcony in the Building, and no Tenant shall sweep or throw, or permit to be swept or thrown from the Premises, any dirt or other substances into any of the corridors or halls, elevators or stairways of the Building.

21. No animals or birds, bicycles or other vehicles shall be kept in or about the Premises or the Property or permitted therein.

22. If any Tenant desires to introduce signaling, telegraphic, telephonic or other wires and instruments into the Premises, Landlord shall direct the electricians as to where and how the same are to be placed, and without such directions no placing, boring or cutting for wires will be permitted. Landlord shall in all cases retain the right to require the placing and using of electrical protecting devices to prevent transmission of excessive currents of electricity into or through the Building and to require the changing of wires and of their placing arrangement as Landlord may deem necessary, and further to require compliance on the part of using or seeking access to such wires and such rules as Landlord may establish relating thereto: and in event of noncompliance with such requirements and rules; Landlord shall have the right to immediately cut and prevent the use of such wires.

23. No tenants or employees of any tenant shall go upon the roof of the Building.

24. No mechanics shall be allowed in or about the Building other than those employed by the Building Management without the written consent of Landlord first having been obtained, which consent shall not be unreasonably withheld or delayed; provided, however, Tenant may permit technicians, servicemen and repairmen to enter the Premises for the purpose of maintaining, servicing or repairing office machines and equipment and computer systems used by Tenant.

25. Subject to the terms of the Lease and other reasonable limitations, access may be had by the Tenants to the halls, corridors, elevators and stairways in the Building and to the Premises at any time or times. Access to the Building may be refused unless the person seeking admission is known to the watchman in charge, or has a pass or is properly identified. Landlord shall in no case be liable in damages for the reasonable admission or exclusion of any person from the Building. In the case of invasion, mob riot, public excitement, or other commotion, Landlord reserves the right to prevent entrance to the Building during continuance of the same by closing the doors or otherwise for the safety of the tenants and protection of property in the Building.

26. Landlord in all cases shall prescribe the method and manner in which any merchandise, heavy furniture, large packages or safes shall be brought in or taken out of the Building and also the hours

at which such moving shall be done. Landlord shall in all cases have the right to prescribe the weight and proper position of such heavy furniture and safes; and all damage done to the Building by taking out of such merchandise, heavy furniture, large packages or safes or any damage done to the Building while said property shall be positioned shall be made good and paid for by Tenant by, through or under whom the said damage may have done. All furniture, equipment or fixtures shall be provided with supports, glides or castors approved by the Landlord.

27. Notwithstanding any other provision in the Lease, in no event shall Tenant be entitled to make any changes, alterations, or modifications of the Building, including, without limitation, anything which would affect the interior or exterior of the Building, window treatments, paint, surface texture, awnings, light fixtures, or signage, without first obtaining Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion and which consent shall not be granted if Landlord believes such change, modification, or alteration could cause the Building to not be in compliance with the standards required for the Building to maintain its Part 3 Certification from the United States Department of the Interior, National Park Service.

EXHIBIT E**CONTRACTOR INSURANCE REQUIREMENTS**

Each of Tenant's contractors (each referred to as a "Contractor") shall procure, at its sole cost and expense, the insurance coverages set forth below, and shall maintain such coverages in full force and effect until final payment under the construction contract (other than Completed Operations and Procedures as set forth below). The insurance coverage afforded under the policies described herein shall be primary and non-contributing with respect to any insurance carried independently by the additional insureds. All such insurance policies shall indicate that as respects the insureds (whether named or otherwise), cross-liability and severability of interests shall exist for all coverages provided there under. All policies of insurance required under this Exhibit E shall be issued by insurance companies approved by Landlord, licensed to do business in the State of South Carolina, and having a rating of no less than A/VIII by A.M. Best Co., and shall be written on an "occurrence" basis. Contractor shall promptly furnish Landlord with certificates of insurance evidencing the coverages hereunder, and shall not commence any work in the Premises until such insurance is obtained. Where the insurance requirements set forth in this Exhibit E and the contract documents between Tenant and Contractor conflict, the additional coverage, greater form or amount shall control.

Each such policy or certificate shall name Landlord, Landlord's managing agent of the Building and any mortgagee as additional insureds; such coverage shall be primary and not contributing with or in excess of any coverage which the Landlord, Landlord's managing agent of the Building, or any mortgagee may carry; and shall contain provisions or endorsements that the policy may not be cancelled, terminated or modified without providing a minimum of thirty (30) days written advance notice thereof to Landlord.

(i) Commercial General Liability Insurance. A broad form Commercial General Liability Insurance Policy in form and substance reasonably acceptable to Landlord and including, without limitation, a waiver of subrogation endorsement in favor of the additional insureds, and appropriate endorsements adding the following coverages: Premises and Operations Liability; Explosion, Collapse and Underground Damage Liability; Personal Injury Liability (with employee and contractual exclusions deleted); Broad Form Property Damage Liability; Broad Form Contractual Liability supporting the Contractor's indemnification agreements in favor of the additional insureds; Independent Contractor's Protective Liability; Completed Operations and Products Liability for a period of not less than the applicable statute of limitations. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$2,000,000 for each occurrence of bodily injury and/or property damage and a general aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and a general aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(ii) Comprehensive Automobile Liability Insurance. A Comprehensive Automobile Insurance Policy in form and substance reasonably acceptable to Landlord and including, without limitation, a waiver of subrogation endorsement in favor of the additional insured's. The Comprehensive Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented, leased and non-owned automobiles, and must be written with a combined single limit of liability of not less than \$2,000,000 for each occurrence of bodily injury and/or property damage.

(iii) Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to Landlord and in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident, (ii) \$500,000 for bodily injury by disease, each employee, and (iii) \$500,000 aggregate liability for disease. The Workers' Compensation &

Employer's Liability Insurance Policies must each include a waiver of subrogation endorsement in favor of the additional insureds.

(iv) Umbrella Liability Insurance. An Umbrella Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in Clauses (i) and (ii) and the Employer's Liability in Clause (iii), in form and substance as required in clauses (i), (iii) and (iii) above, and otherwise reasonably acceptable to Landlord and including, without limitation, a waiver of subrogation endorsement in favor of the additional insureds. The Umbrella Liability Insurance Policy must be written with a combined single limit not less than \$10,000,000 for each occurrence of bodily injury and/or property damage, and a general aggregate of liability of not less than \$10,000,000 for bodily injury and/or property damage.

If Contractor fails to furnish and maintain insurance as required by this Exhibit E, Landlord may purchase such insurance on behalf of Contractor, and Tenant shall pay the cost thereof to Landlord upon demand, as additional rent under the Lease. Except as otherwise expressly provided herein, all insurance policies required by the terms of this Exhibit E shall be kept in full force and effect until the date of final payment to Contractor.

Contractors' and each subcontractors' personal property (e.g. equipment, machinery, tools) shall be insured by each Contractor and subcontractor, as applicable. If Contractor or any subcontractor elects to self-insure such risks, Contractor and/or subcontractor, as applicable, shall hold Landlord harmless, and they hereby waive rights of recovery against Landlord therefor.

GUARANTY OF LEASE

THIS GUARANTY OF LEASE is made as of this _____ day of May, 2016, by AKIM ANASTOPOULO ("Guarantor"), having a residence address of 2557 Ashley Phosphate Road, North Charleston, South Carolina 29418, in favor of ROI-TAN ENTERPRISES, LLC ("Landlord").

RECITALS

A. Anastopoulo Law Firm, LLC, a South Carolina limited liability company ("Tenant") is desirous of entering into that certain lease of even date herewith (the "Lease") with Landlord for rentable area in the office building situated at 701 East Bay Street, Charleston, South Carolina.

B. Guarantor has requested that Landlord enter into the Lease.

C. Landlord has declined to enter the Lease unless Guarantor guarantees the Lease.

D. Guarantor holds ownership interests in Tenant, will be materially benefited by the Lease, and is not just an accommodation party.

NOW THEREFORE, to induce Landlord to enter into the lease, Guarantor hereby agrees as follows:

1. Unconditional Guaranty. Guarantor unconditionally guarantees to Landlord and the successors and assigns of Landlord the full and punctual payment, performance and observance by Tenant of all of the terms, covenants and conditions in the Lease to be kept, performed or observed by Tenant. If, at any time, Tenant shall default in the performance or observance of any of the terms, covenants or conditions in the Lease to be kept, performed or observed by Tenant, including, without limitation, the payment of any Rent or other charge, Guarantor will keep, perform and observe the same, as the case may be, in place and stead of Tenant.

2. Waiver of Notice; No Release of Liability. Any act of Landlord or the successors or assigns of Landlord consisting of the giving of any consent to any manner or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, may be done without any notice to Guarantor and without releasing the obligations of Guarantor hereunder. The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application or release of security given for the performance and observance of covenants and conditions in the Lease to be performed or observed by Tenant, or by any modifications of the Lease. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditors, receivership, bankruptcy, or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the lease by Tenant; (e) any disability or other defense of Tenant; (f) the cessation from any cause whatsoever of the liability of Tenant; or (g) the exercise by Landlord of any rights or remedies reserved to Landlord under the Lease, provided or permitted by law or by reason of any termination of the Lease.

3. Joinder; Statute of Limitations. Guarantor agrees that it may be joined in any action against Tenant in connection with the obligations of Tenant under the lease as covered by this Guaranty and recovery may be had against Guarantor in any such action or Landlord may enforce the obligations of Guarantor hereunder without first taking any action whatsoever against Tenant or its successors and

assigns, or pursue any other remedy or apply any security it may hold, and Guarantor hereby waives all rights to assert or plead at any time any statute of limitations as relating to the Lease and the obligations of Guarantor hereunder.

4. Limitation of Claims; Subordination. Until all of the covenants and conditions in the Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor: (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor, in compliance with the obligations of Guarantor hereunder; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

5. De Facto Tenant. In the event this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction or in the event of any limitation of liability of Guarantor herein other than expressly provided herein, then Guarantor shall be deemed to be a tenant under the Lease with the same force and effect as if Guarantor were expressly named as a joint and several tenant therein with respect to the obligations of Tenant thereunder hereby guaranteed.

6. Amendment or Assignment of Lease. The provisions of the Lease may be changed, modified, amended or waived by agreement between Landlord and Tenant at any time, or by course of conduct, without the consent of and without notice to Guarantor. This Guaranty shall guarantee the performance of the Lease as so changed, modified, amended or waived. Any assignment of the Lease (as permitted by the Lease) shall not affect this Guaranty and if Landlord disposes of its interest in the Lease, "Landlord", as used in this Guaranty, shall mean Landlord's successors and assigns.

7. Defenses of Tenant. Guarantor waives any defense by reason of any legal or other disability of Tenant and any other party to the Lease, and further waives any other defense based on the termination of Tenant's liability for any cause, as well as any presentments, or notices of acceptance of this Guaranty, and further waives all notices of the existence, creation, or incurring of new or additional obligations.

8. No Waiver by Landlord. No delay on the part of Landlord in exercising any right hereunder or under the Lease shall operate as a waiver of such right or of any other right of Landlord under the Lease or hereunder, nor shall any delay, omission or waiver on any one or more occasions be deemed a bar to or a waiver of the same or any other right on any other future occasion.

9. Joint and Several Liability. If there is more than one undersigned Guarantor, the term "Guarantor", as used herein, shall include all of such undersigned and each and every provision of this Guaranty shall be binding on each and every one of the undersigned and they shall be jointly and severally liable hereunder and Landlord shall have the right to join one or all of them in any proceeding or to proceed against them in any order.

10. Whole Agreement. This instrument constitutes the entire agreement between Landlord and Guarantor with respect to the subject matter hereof, superseding all prior oral or written agreements or understandings with respect thereto and may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.

11. Applicable Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to conflict of laws principles.

12. Guarantor's Successors. Guarantor's obligations under this Guaranty shall be binding on the successors, heirs and assigns of Guarantor. Guarantor shall not be released by an assignment or delegation by it of its obligations hereunder.

13. Attorneys' Fees. If Landlord is required to enforce Guarantor's obligations hereunder by legal proceedings, Guarantor shall pay to Landlord all costs incurred, including without limitation, reasonable attorneys' fees.

14. Captions. The paragraph headings appearing herein are for purposes of identification and reference only and shall not be used in interpreting this Guaranty.

15. Interpretation; Severability. It is agreed that if any provision of this Guaranty or the application of any provision to any person or any circumstance shall be determined to be invalid or unenforceable, such determination shall not affect any other provisions of this Guaranty of the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Guaranty is capable of two constructions one of which would render the provision valid, the provision shall have the meaning which renders it valid.

16. Extensions and Renewals. This Guaranty shall apply to the Lease, any extension or renewal thereof and to any holdover term following the term granted in the Lease or any extension or renewal thereof.

17. Financial Statements. Guarantor, within fifteen (15) days after request from time to time (but no more than once in any twelve (12) month period, except in the event of a proposed sale or financing of the Building or any interest therein, or in the event of an uncured default under this Guaranty or an uncured Default under the Lease), shall provide Guarantor with current financial statements and financial statements for the last two (2) fiscal years of Guarantor (including balance sheet, income statement and cash flow statement). If Guarantor obtains audited financial statements in the ordinary course of business, then Guarantor shall provide Landlord with such audited financial statements, otherwise, Guarantor shall provide Landlord with financial statements certified by Guarantor's chief financial officer. Guarantor represents and warrants that any financial statements heretofore or hereafter provided to Landlord in connection with the Lease are accurate and not misleading. At such times as the information required by this Section 17 is publicly available, Guarantor need not comply with this Section 17.

18. Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly delivered upon personal delivery (or attempted delivery); or as of the third (3rd) business day after mailing by United States mail, by certified, return receipt requested, postage prepaid (during times when normal mail delivery is in effect); or as of the immediately following business day after deposit for next day delivery with Fed Ex or similar nationally recognized overnight courier service:

if to Landlord:

1 Cool Blow Street, Suite 200
Charleston, SC 29403
Attn: Lease Administration

with a copy to:

Federal Capital Partners

5425 Wisconsin Avenue, Suite 202
Chevy Chase, MD 20815
Attn: Mr. Esko I. Korhonen

if to Guarantor:

Akim Anastopoulo
2557 Ashley Phosphate Road
North Charleston, SC 29418

The party to receive notices and the places notices are to be sent for either Landlord or Guarantor may be changed by notice given pursuant to the provisions of this Section 18.

19. Estoppel. Guarantor shall from time to time upon not less than five (5) days' prior written notice, execute and deliver to Landlord a statement in writing that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the Guaranty is in full force and effect as modified and stating the modifications). Any such statement delivered pursuant hereto may be relied upon by any owner of the Building or any interest therein, any prospective purchaser of the Building or any interest therein, any mortgagee or prospective mortgagee of the Building or any interest therein, or any prospective assignee of any such mortgagee. The failure of Guarantor to timely execute and deliver such statement to Landlord shall constitute an acknowledgment by Guarantor that this Guaranty is unmodified and in full force and effect.

20. Waiver Of Jury Trial. GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER IT OR LANDLORD AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN ANY WAY RELATED TO THIS GUARANTY.

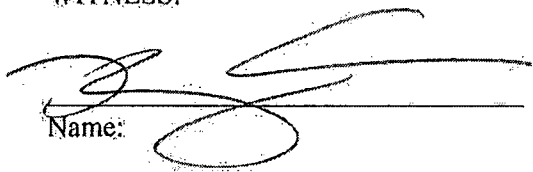
21. ACKNOWLEDGEMENT; ENFORCEABILITY. GUARANTOR REPRESENTS AND WARRANTS TO LANDLORD THAT GUARANTOR HAS READ THIS GUARANTY AND UNDERSTANDS THE CONTENT HEREOF AND THAT THIS GUARANTY IS ENFORCEABLE AGAINST GUARANTOR IN ACCORDANCE WITH ITS TERMS.

[SIGNATURE PAGE FOLLOWS]

DP 149

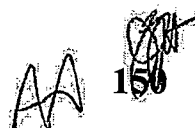
IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of this day and year first above written.

WITNESS:


Name: _____

GUARANTOR:

 (Seal)
Name: Akim Anastopoulos



IN THE STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO: 2019-CP-10-02894

ROI-TAN ENTERPRISES, LLC,

Plaintiff(s),

v.

AKIM ANASTOPOULO and
ANASTOPOULO LAW FIRM, LLC,

Defendant(s).

**DEFENDANTS' ANSWER TO
AMENDED COMPLAINT AND
COUNTERCLAIMS
(Jury Trial Demanded)**

COME NOW the Defendants, by and through undersigned counsel, who submit the following Answer to Plaintiff's Amended Complaint of January 16, 2020, together with certain counterclaims as set forth herein.

1. Paragraph 1 is admitted, upon information and belief.
2. Paragraph 2 is admitted.
3. Paragraph 3 is admitted.
4. Paragraph 4 is admitted.
5. Answering Paragraph 5, Defendants admit that they attempted to enter into said lease agreement, but would show that Plaintiff never delivered the subject property pursuant to the terms of the lease. Further answering Paragraph 5, Defendants admit the authenticity of Exhibit A to Plaintiff's Amended Complaint.
6. Paragraph 6 is admitted.
7. Answering Paragraph 7, Defendants would show that the Lease Agreement speaks for itself, and therefore deny this Paragraph as stated.

8. Answering Paragraph 8, Defendants would show that the Lease Agreement speaks for itself, and therefore deny this Paragraph as stated.
9. Answering Paragraph 9, Defendants would show that the Lease Agreement speaks for itself, and therefore deny this Paragraph as stated.
10. Paragraph 10 is denied.
11. Paragraph 11 is denied.
12. Paragraph 12 is denied.
13. Paragraph 13 is denied.
14. Paragraph 14 is denied.
15. Paragraph 15 is denied.
16. Paragraph 16 is denied as stated.
17. Paragraph 17 is denied.
18. Paragraph 18 is denied.
19. Paragraph 19 requires no response.
20. Answering Paragraph 20, Defendants would show that Plaintiff failed to deliver the subject property and otherwise breached the lease agreement prior to Defendants' termination of the same. Accordingly, this Paragraph is denied.
21. Answering Paragraph 21, Defendants would show that Plaintiff failed to deliver the subject property and otherwise breached the lease agreement prior to Defendants' termination of the same. Accordingly, this Paragraph is denied.
22. Paragraph 22 is denied.
23. Paragraph 23 is denied.
24. Defendants deny Plaintiff's prayer for relief, and would plead unto this Court the

following defenses.

FOR A FIRST DEFENSE
(Fraud)

25. Defendants restate and re-allege every response above as if fully set forth herein verbatim.
26. To the extent the lease agreement was procured by fraud on the part of Plaintiff, there can be no cause of action for breach because there is no valid contract.

FOR A SECOND DEFENSE
(Repudiation/Prior Material Breach)

27. Defendants restate and re-allege every response above as if fully set forth herein verbatim.
28. To the extent Plaintiff repudiated the lease or itself committed a material or total breach, Defendants had a right to cancel the contract and cease performance. Thus, Plaintiff cannot maintain an action for breach.

FOR A THIRD DEFENSE
(Waiver/Estoppel/Laches)

29. Defendants restate and re-allege every response above as if fully set forth herein verbatim.
30. Plaintiff's claims against Defendants are barred by the equitable doctrines of waiver and/or estoppel and/or laches. Thus, the causes of action against Defendants should be dismissed pursuant to Rule 12(b)(6) S.C.R.C.P.

FOR A FOURTH DEFENSE
(Unclean Hands)

31. Defendants restate and re-allege every response above as if fully set forth herein verbatim.
32. Plaintiff's claims against Defendants are barred by the equitable doctrine of unclean

hands. Thus, the causes of action against this Defendant should be dismissed pursuant to Rule 12(b)(6) S.C.R.C.P.

FOR A SIXTH DEFENSE
(Mitigation of Damages)

33. Defendants restate and re-allege every response above as if fully set forth herein verbatim.
34. To the extent Plaintiff has breached its duty to mitigate its alleged damages, it is barred from recovery against Defendants, and Plaintiff's recovery should be accordingly limited.

FOR AN SEVENTH DEFENSE
(Improper Accounting)

35. Defendants restate and re-allege every response above as if fully set forth herein verbatim.
36. To the extent Plaintiff has improperly accounted for alleged damages, its recovery should be accordingly limited.

FOR AN ADDITIONAL DEFENSE TO THE COMPLAINT
(Reservation/Non-Waiver)

37. Defendants restate and re-allege every response above as if fully set forth herein verbatim.
38. Defendants specifically reserves any additional defenses, including affirmative defenses, as may be available or revealed to them during the course of their investigation and/or discovery in the case, and as are consistent with the South Carolina Rules of Civil Procedure.

FURTHER ANSWERING THE COMPLAINT AND AS A
FIRST COUNTER CLAIM THERETO
(Fraudulent Misrepresentation)

39. Defendants restate and re-allege every response above as if fully set forth herein.

40. That, at the time of advertising the subject property for lease, the subject property consisted of an empty shell, containing no drywall, no floor coverings, no electrical outlets, no HVAC, and was not suitable for occupancy.
41. That no reasonable person would have leased the subject premises in the condition in which it was being offered.
42. That, in order to induce Defendants to enter the subject lease, Plaintiff represented that Plaintiff would upfit the premises to Defendants' desired specifications.
43. That, in order to induce Defendants to enter into the subject lease, Plaintiff represented that Plaintiff would bear the expense of this upfit, up to a cost of approximately \$39,900.
44. That Plaintiff made these representations with the specific intention of inducing Defendants to enter the lease, and therefore intended Defendants to act on these representations through the signing of the lease.
45. That such representation was a material factor in Defendants decision to enter the lease as Defendants would not have agreed to lease the premises in the condition that then and there existed, namely, as an uninhabitable shell.
46. That, as shown below, Plaintiff's representations were false.
47. That, as shown below, at the time of making these representations, Plaintiff either knew them to be false, or made the representations with a reckless disregard for the truth or falsity of said representations.
48. That, at the time of entering the lease, Defendants had no knowledge, and no way to know, that Plaintiff's representations were false.
49. That Defendants relied on these representations as a primary basis for entering the lease.
50. That Defendants had a right to rely on these representations as they were included as an exhibit to the written lease agreement.

51. That as a direct and proximate result of these representations, Defendants did execute the lease, causing Defendants significant damage (as set forth herein) as Defendants were forced to 1) spend significant amounts of their own money to complete the upfit and/or 2) were deprived of receiving a usable space for which they had contracted.

**FURTHER ANSWERING THE COMPLAINT AND AS A
SECOND COUNTER CLAIM THERETO
(Breach of Contract)**

52. Defendants restate and re-allege every response above as if fully set forth herein.
53. That Plaintiff failed to deliver the subject property in accordance with the terms of the lease.
54. That Plaintiff failed to upfit the property in accordance with the terms of the lease.
55. That Plaintiff failed to upfit the property in accordance with Defendants' desired specifications.
56. That Plaintiff failed to submit Defendants' desired specifications for bidding as required by the lease.
57. That Plaintiff refused to solicit or accept bids for the completion of the upfit from Defendants' proposed contractor(s).
58. That Plaintiff failed to correct the breaches after reasonable notice and, indeed, has never corrected these breaches.
59. That Plaintiff restricted Defendants' access to the property in breach of the subject lease.
60. That Plaintiff otherwise breached the lease on numerous occasions and refused to cure such breaches in a timely manner.
61. That as a direct and proximate result of Plaintiff's breach, Defendants suffered significant financial losses and other damages.

**FURTHER ANSWERING THE COMPLAINT AND AS A
THIRD COUNTER CLAIM THERETO
(Civil Conspiracy)**

62. Defendants restate and re-allege every response above as if fully set forth herein.

63. That, upon information and belief, Plaintiff conspired with a third party, Trident Construction, for the purpose of enriching the co-conspirators and injuring Plaintiff's tenants, namely Defendants.
64. That, as recited above, Plaintiff was to pay up to \$39,000 to upfit Defendants' uninhabitable unit as inducement for Defendants' agreement to lease the same.
65. That, upon information and belief, Plaintiff made similar agreements with other potential tenants.
66. That \$39,000 would have been more than enough to cover the reasonable upfit desired by Defendants.
67. That Plaintiff was supposed to bid the upfit project to multiple parties in order to secure the lowest possible price.
68. That instead, Plaintiff submitted the bid only to Trident.
69. That Trident's bid was an astonishingly high \$131,604.
70. That this bid included \$11,395 in charges for "Project Management" even though the lease agreement specified that Plaintiff would manage the upfit project.
71. That, upon information and belief, Plaintiff and Trident had a side agreement whereby Plaintiff would funnel tenant upfit projects to Trident, Trident would complete them at inflated costs, and then Plaintiff would reap some benefit in consideration for the forced referrals.
72. That Plaintiff refused to allow Defendants to work with their own contractors to complete the upfit and refused to allow the project to be completed by anybody other than Trident.
73. That Defendants revised their proposed upfit to request the bare minimum needed to obtain a certificate of occupancy.
74. That such a paired down upfit consisted of little more than installing drywall and carpet and applying paint, a job that reasonably could have been completed for under \$10,000.
75. That Plaintiff again refused to submit this job for bids.
76. That Plaintiff again refused to allow Defendants to complete the job with Defendants' own contractor(s).

77. That Trident's bid for simply making the 1,300 square foot unit habitable was \$67,971, which again included a "Project Management Fee."
78. That this excessive and outrageous bid was \$25,581 more than the tenant upfit allowance provided in the lease, meaning Defendants would have to pay this money out of pocket just to be able to finally occupy the unit.
79. That Defendants did have to pay additional money in order to move into the unit, though the unit was never completed to Defendants specifications.
80. That Defendants moved into the premises upon objection in order to test the viability of conducting their business out of the unfit unit.
81. That Defendants did not agree to commence the lease at this time, but rather began paying rent while allowing Plaintiff to remedy the situation.
82. That the unit was entirely unfit for Defendants' business purposes, forcing Defendants to move out.
83. That, as a result of the conspiracy, Defendants suffered special damages, including but not limited to substantial lost profits and other income.

WHEREFORE, having fully answered the Complaints of Plaintiff, and having asserted additional Counterclaims herein, Defendants, pray that Plaintiff's causes of action be dismissed and that judgment be entered for Defendants on their Counter Claims, herein, for their actual and consequential damages, as well as costs and attorneys fees and such other relief as the Court deems just and proper.

[Signatures on Following Page]

Respectfully Submitted,

ANASTOPOULO LAW FIRM, LLC

/s/ Eric M. Poulin
Eric M. Poulin
S.C. Bar No.: 100209
Roy T. Willey, IV
S.C. Bar No.: 101010
Anastopoulos Law Firm, LLC
32 Ann Street
Charleston, South Carolina 29403
(843) 614-8888

ATTORNEYS FOR THE DEFENDANTS

Dated at Charleston, SC
January 30, 2020

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2019-CP-10-02894
	)	
ROI-TAN ENTERPRISES, LLC	)	
	)	
Plaintiff,	)	MOTION TO COMPEL
	)	
vs.	)	
	)	
AKIM ANASTOPOULO and	)	
ANASTOPOULO LAW FIRM, LLC	)	
	)	
Defendants.	)	

COMES NOW the Plaintiff Roi-Tan Enterprises, LLC (hereafter referred to as the “Plaintiff”), by and through the undersigned counsel, and respectfully request that this Honorable Court grant an Order compelling the Defendants Akim Anastopoulos and Anastopoulos Law Firm, LLC (hereafter the “Defendants”) to provide supplemental information required to fully respond to Plaintiff’s Interrogatories and Requests for Production pursuant to Rule 37 of the South Carolina Rules of Civil Procedure.

The basis for this motion is that the Defendants identified certain information through their deposition testimony which has not been identified or produced in discovery, which includes the following: (1) records of payments and communications with Trident Construction; (2) all emails to and from the Defendant Akim Anastopoulos concerning the subject matter of this litigation; (3) complete email production between law firm employees involved with the Cigar Factory lease and upfit, occupancy, and abandonment of Suite 304; (4) emails with Trinity Partner and Jonathan Calder concerning the Cigar Factory lease and upfit, occupancy, and abandonment of Suite 304; (5) documents, e-mails, schematics, design documents, plans, invoices, and payment records concerning between Defendant and McMillan Pazdan Smith

Architecture, and (6) emails, invoices, estimates, payment records, text messages, and any other documents concerning communications with Billy Tanner and Tanner Construction concerning the Cigar Factory lease and upfit, occupancy, and abandonment of Suite 304. Counsel has attempted to confer with counsel for Defendants in an effort to obtain discovery responses prior to filing the present Motion to Compel.

For the above-stated reasons, Plaintiff, by and through the undersigned counsel, respectfully requests that this Honorable Court grant an Order compelling Defendants to provide supplemental information required to fully respond to Plaintiff's Interrogatories and Requests for Production pursuant to Rule 37 of the South Carolina Rules of Civil Procedure.

PELZER LAW FIRM, LLC

s/ Arthur C. Pelzer

Arthur C. Pelzer, Esquire
S.C. Bar No. 71153
266 Meeting Street
Charleston, South Carolina 29401
Phone (843) 789-4511
arthur@pelzerlawfirm.com

April 5, 2022
Charleston, South Carolina

**ATTORNEY FOR PLAINTIFF
ROI-TAN ENTERPRISES, LLC**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2019-CP-10-02894
	)	
ROI-TAN ENTERPRISES, LLC	)	
	)	
Plaintiff,	)	MOTION TO STRIKE DEFENDANTS'
	)	DEMAND FOR JURY TRIAL
vs.	)	
	)	
AKIM ANASTOPOULO and	)	
ANASTOPOULO LAW FIRM, LLC	)	
	)	
Defendants.	)	

COMES NOW the Plaintiff Roi-Tan Enterprises, LLC (hereafter referred to as the “Plaintiff”), by and through the undersigned counsel, and respectfully requests that this Honorable Court grant an Order striking the demand for jury trial of the Defendants Akim Anastopoulos and Anastopoulos Law Firm, LLC (hereafter the “Defendants”).

The basis for this motion is that the Defendants waived their right to a jury trial pursuant to the terms and conditions of the Retail Lease Agreement dated November 1, 2016 (hereafter the “Lease Agreement”) which Defendants entered into with Plaintiff for the lease of a retail unit total at the Cigar Factory located at 701 East Bay Street, Charleston, South Carolina (hereafter the “Demised Premises”) and the Guaranty of Lease.

Specifically, Article 25.10 of the Lease Agreement provides the following:

Article 25.10 Waiver of Right to Jury Trial or Permissive Counterclaims. Landlord and Tenant each hereby waives any and all right to trial by jury in any action, proceeding or counterclaim with respect to any matter arising out of or in any way connected to with this Lease, the Premises, the Property, the relationship of Landlord and Tenant hereunder, Tenant’s use or occupancy of the Premises, or any claim of injury or damage.

Furthermore, Article 20 of the Guaranty of Lease provides the following:

GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER IT OR LANDLORD AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN ANY WAY RELATED TO THIS GUARANTY.

In South Carolina, a party may waive the right to a jury trial by contract. *Beach Company v. Twillman, Ltd.*, 351 S.C. 56, 566 S.E.2d 863 (Ct.App. 2002). The terms in a contract provision must be construed using their plain, ordinary, and popular meaning. *Id.*

In the present case, construing Article 25.10 of the Lease Agreement and Article 20 of the Guaranty of Lease using their plain, ordinary, and popular meaning, the Defendants waived their right to trial by jury in any action, proceeding or counterclaim with respect to any matter arising out of or in any way connected to with this Lease, the Premises, the Property, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, any claim of injury or damage, and the Guaranty of Lease.

For the above-stated reasons, Plaintiff, by and through the undersigned counsel, respectfully requests that this Honorable Court grant an Order striking the demand for jury trial of the Defendants Akim Anastopoulo and Anastopoulo Law Firm, LLC.

PELZER LAW FIRM, LLC

s/ Arthur C. Pelzer

Arthur C. Pelzer, Esquire
S.C. Bar No. 71153
266 Meeting Street
Charleston, South Carolina 29401
Phone (843) 789-4511
arthur@pelzerlawfirm.com

December 5, 2022
Charleston, South Carolina

**ATTORNEY FOR PLAINTIFF
ROI-TAN ENTERPRISES, LLC**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2019-CP-10-02894
	)	
ROI-TAN ENTERPRISES, LLC	)	
	)	
Plaintiff,	)	PLAINTIFF'S MOTION FOR
	)	RULE TO SHOW CAUSE
vs.	)	
	)	
AKIM ANASTOPOULO and	)	
ANASTOPOULO LAW FIRM, LLC	)	
	)	
Defendants.	)	

COMES NOW the Plaintiff Roi-Tan Enterprises, LLC (hereafter referred to as the "Plaintiff"), by and through the undersigned counsel, on a Motion for Rule to Show Cause pursuant to Rule 37 of the South Carolina Rules of Civil Procedure.

The basis for this motion is that Plaintiff filed a Motion to Compel on April 5, 2022. Following a hearing on Plaintiff's Motion to Compel, the Honorable Carmen T. Mullen issued the Order Granting Plaintiff's Motion to Compel, which was filed with the Clerk of Court on October 28, 2022. (Order attached as Exhibit A). The Order required Defendants to provide (1) complete information concerning any and all damages claimed by Defendants in the Counterclaims, and (2) complete information concerning attorney's fees and costs claimed by Defendants.

Defendants, by and through counsel, provided Defendants' Second Responses to Plaintiff's First Interrogatories on November 13, 2022. (Supplemental Responses attached as Exhibit B). Defendants supplemented to state they had incurred \$20,000 for attorney's fees and costs and \$151,110.75 for relocation expenses. Defendants failed to provide any documents or

information used to calculate or substantiate those alleged damages which is in violation of the terms of the Order Granting Plaintiff's Motion to Compel.

For the above-stated reasons, Plaintiff, by and through the undersigned counsel, respectfully requests that this Honorable Court convene a hearing on Plaintiff's Motion for Rule to Show Cause pursuant to Rule 37 of the South Carolina Rules of Civil Procedure. Counsel for Plaintiff has communicated with counsel on several occasions to attempt to resolve this matter prior to filing the present Motion.

PELZER LAW FIRM, LLC

s/ Arthur C. Pelzer

Arthur C. Pelzer, Esquire

S.C. Bar No. 71153

266 Meeting Street

Charleston, South Carolina 29401

Phone (843) 789-4511

arthur@pelzerlawfirm.com

February 7, 2023

Charleston, South Carolina

**ATTORNEY FOR PLAINTIFF
ROI-TAN ENTERPRISES, LLC**

EXHIBIT “A”

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2019-CP-10-02894
	)	
ROI-TAN ENTERPRISES, LLC	)	
	)	
Plaintiff,	)	ORDER GRANTING PLAINTIFF'S
	)	MOTION TO COMPEL
vs.	)	
	)	
AKIM ANASTOPOULO and ANASTOPOULO	)	
FIRM, LLC	)	
	)	
Defendants.	)	

WHEREAS, this matter came before the Court for a hearing on the Motion to Compel filed on behalf of the Plaintiff Roi-Tan Enterprises, LLC (hereafter the "Plaintiff") seeking to compel supplemental discovery from the Defendants Akim Anastopoulos and Anastopoulos Law Firm, LLC (hereafter the "Defendants").

WHEREAS, after hearing and considering evidence and arguments from counsel for Plaintiff and Defendants, to produce the supplemental information identified below in order to fully respond to Plaintiff's Interrogatories and Requests for Production pursuant to Rule 37 of the South Carolina Rules of Civil Procedure.

NOW, THEREFORE, IT IS HEREBY ORDERED, that the Defendants shall perform searches through their IT department to identify and produce the following information and documents discussed during the Defendants' deposition testimony but not yet produced in discovery:

- 1) Complete information concerning any and all damages claimed by Defendants in their Counterclaims (Deposition Transcript of Roy T. Willey, p.78);

- 2) Complete information concerning attorney's fees and costs claimed by Defendants related to this lawsuit (Deposition Transcript of Roy T. Willey, p. 86,);
- 3) All omitted attachments to e-mails produced in discovery by Defendants (Deposition Transcript of Roy T. Willey, p.36);
- 4) Records of payments and communications with Trident Construction and all attachments to e-mails (Deposition Transcript of Roy T. Willey, p. 101);
- 5) E-mails with Trinity Partner and Jonathan Calder concerning the Cigar Factory lease and upfit, occupancy, and abandonment of Suite 304 (Deposition Transcript of Roy T. Willey, pp. 100-102);
- 6) All emails, records, documents, and bills concerning the Cigar Factory lease and upfit, occupancy, and abandonment of Suite 304 (Deposition Transcript of Roy T. Willey, p.61);
- 7) Documents, e-mails, schematics, design documents, plans, invoices, and payment records concerning between Defendant and McMillan Pazdan Smith Architecture. (Deposition Transcript of Roy T. Willey, p.56); and,
- 8) All emails to and from the Defendant Akim Anastopoulo concerning the subject matter of this litigation. (Deposition Transcript of Akim Anastopoulo, pp. 51-52).

Defendants shall identify to Plaintiff the search terms used by Defendants' IT Department in order to enable Plaintiff to determine the completeness and adequacy of the searches performed. Furthermore, Defendants shall identify and produce all emails to and/or between law firm employees involved with the Cigar Factory lease negotiation, upfit, occupancy, complaints during occupancy concerning Suite 304, and ultimate abandonment of Suite 304.

Defendants shall identify and produce all supplemental information and documents set forth above within fourteen days from the date of this Order. Plaintiff shall have ten days from receipt of Defendants' document production to evaluate the information and documents provided to evaluate the search terms used to identify the information and documents provided by Defendants pursuant to this Order. Should Plaintiff deem the scope of the search or the document production insufficient or not in compliance with this Order, Plaintiff shall petition the Court accordingly.

IT IS SO ORDERED.

October _____, 2022
Charleston, South Carolina

Honorable Carmen T. Mullen
Presiding Judge



Charleston Common Pleas

Case Caption: Roi Tan Enterprises LLC VS Akim Anastopoulos , defendant, et al

Case Number: 2019CP1002894

Type: Order/Compel

So Ordered

s/Carmen T Mullen 2142

Electronically signed on 2022-10-28 12:39:55 page 4 of 4

EXHIBIT “B”

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2019-CP-10-02894
	)	
ROI-TAN ENTERPRISES, LLC	)	
	)	
Plaintiff,	)	DEFENDANTS' SECOND
	)	RESPONSES TO PLAINTIFF'S
v.	)	FIRST INTERROGATORIES
	)	
AKIM ANASTOPOULO and	)	
ANASTOPOULO LAW FIRM, LLC	)	
	)	
Defendants.	)	

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, Defendants submit the following supplemental responses to Plaintiff's first Interrogatories:

5. Please enumerate each and every item of monetary loss or expense for which you seek recovery in this lawsuit, giving the amount of each item or, if you do not know the exact amount, your best estimate of each.

Supplemental Response:

D. Attorney Fees currently totaling \$20,000. This amount is subject to increase as litigation progresses to trial.

E. Relocation expenses totaling \$151,110.79

Respectfully Submitted,

Poulin | Willey | Anastopoulos

BY /s/ Eric M. Poulin
Eric M. Poulin
SC Bar Number: 100209
32 Ann Street
Charleston, SC 29403
(843) 614-8888

ATTORNEY FOR DEFENDANTS

Charleston, South Carolina
November 13, 2022

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2019-CP-10-02894
	)	
ROI-TAN ENTERPRISES, LLC	)	
	)	
Plaintiff,	)	MEMORANDUM OF LAW
	)	IN SUPPORT OF
vs.	)	PLAINTIFF'S MOTION FOR
	)	RULE TO SHOW CAUSE
AKIM ANASTOPOULO and	)	
ANASTOPOULO LAW FIRM, LLC	)	
	)	
Defendants.	)	

COMES NOW the Plaintiff Roi-Tan Enterprises, LLC (hereafter referred to as the "Plaintiff"), by and through the undersigned counsel, and respectfully submits this Memorandum of Law in Support of Plaintiff's Motion for Rule to Show Cause and requests that this Honorable Court grant an Order striking the Counterclaims of the Defendants Akim Anastopoulos and Anastopoulos Law Firm, LLC (hereafter the "Defendants"), for Plaintiff's attorney's fees and costs, and for other such relief as this Court deems just and proper pursuant to Rule 37 of the South Carolina Rules of Civil Procedure.

PROCEDURAL POSTURE

Plaintiff filed its Summons & Complaint in the above-captioned lawsuit on May 31, 2019. Plaintiff filed its Amended Summons & Complaint on January 16, 2020. The Defendants filed their Answer, Counterclaim, and demand for jury trial on January 30, 2020. On April 5, 2022, Plaintiff filed a motion to compel. Following a hearing on Plaintiff's Motion to Compel, the Honorable Carmen T. Mullen issued the Order Granting Plaintiff's Motion to Compel, which was filed with the Clerk of Court on October 28, 2022. Plaintiff filed the present Motion for Rule to Show Cause on February 7, 2023. This Lawsuit is currently No. 13 on the Master Jury

Trial Roster for Charleston County and will be subject to trial after a ruling on the present motion and Plaintiff's Motion to Strike Demand for Jury Trial.

STATEMENT OF FACTS

After the Defendants failed to produce the supplemental information and documents identified during the depositions of the Defendants, Plaintiff filed a Motion to Compel on April 5, 2022. Following a hearing on Plaintiff's Motion to Compel, for which Plaintiff filed a Memorandum of Law outlining the deposition testimony of the Defendants and the voluminous documents and information they had identified and failed to produce, the Honorable Carmen T. Mullen issued the Order Granting Plaintiff's Motion to Compel (hereafter the "Order"). **(Order attached as Exhibit A)**. The Order required Defendants to provide, numerous documents and information identified as unproduced during the deposition testimony of Defendants, including but not limited to, (1) complete information concerning any and all damages claimed by Defendants in the Counterclaims, and (2) complete information concerning attorney's fees and costs claimed by Defendants. The Order required the Defendants to provide the supplemental information within fourteen days from the date of the Order.

As a result of the Order, the Defendants identified and produced 621 documents which had not been produced in their initial discovery responses. Furthermore, the Defendants provided Defendants' Second Responses to Plaintiff's First Interrogatories on November 13, 2022. **(Supplemental Responses attached as Exhibit B)** in an attempt to comply with the terms of the Order requiring production of complete information concerning any and all damages claimed by Defendants in the Counterclaims and attorney's fees and costs being claimed. Specifically, the Defendants supplemented their discovery responses to state simply that they had

incurred \$20,000 for attorney's fees and costs and \$151,110.75 for relocation expenses, with no documentation of any kind.

At the Rule 30(b)(6) Deposition of Defendant Anastopoulos Law Firm, the deponent, Roy Willey, testified that Defendants had relocation expenses, moving related costs, finding office space for employees that had occupied Suite 304 at the Cigar Factory, and had to make arrangements for other spaces that aren't listed and Deponent testified that the Defendants would supplement with that information. **(Transcript of Rule 30(b)(6) Deposition of Anastopoulos Law Firm, LLC, pages 77-78 attached as Exhibit C)**. Mr. Willey's testimony was included as an Exhibit in Plaintiff's Memorandum of Law in Support of Motion to Compel, and the Order required the Defendants to provide complete information concerning any and all damages claimed in their Counterclaims and complete information concerning attorney's fees and costs claimed by the Defendants. However, the Defendants failed to provide any documents or information used to calculate or substantiate those alleged damages sought in their Counterclaims.

Counsel for Plaintiff communicated with counsel for the Defendants on two separate occasions prior to filing the present Motion for Rule to Show Cause. First, in an e-mail dated January 3, 2023 **(E-mail attached as Exhibit D)**, counsel for Plaintiff wrote the following to counsel for Defendants:

I am following up on your e-mail and supplemental production below to request that Defendants produce all documents related to the relocation expenses identified as Supplemental Answer to Interrogatory No. 5. Please provide all documentation used to derive the alleged claim for damages by January 9, 2023 to avoid a motion for rule to show cause for failure to comply with the terms of the Order to Compel.

Second, in an e-mail dated January 13, 2023 (**E-mail attached as Exhibit E**), counsel for Plaintiff wrote the following to counsel for Defendants:

Please be advised that I will be filing a motion for rule to show cause on January 16, 2023 related to the Rule 11 SCRPC consultation I provided on January 3, 2023, to which I have received no response. I would like to avoid having to file such a motion but will have no other option if counsel refuse to respond to my e-mail and/or to provide the requested information/documents.

The Defendants failed to provide any supplemental information or documents in response to counsel's Rule 11 SCRPC consultations and good faith attempts to avoid filing the present Motion for Rule to Show Cause.

LEGAL STANDARD

The selection of a sanction for discovery violations is within the trial court's discretion. *Griffin Grading v. Tire Service Equipment*, 334 S.C. 193, 511 S.E.2d 716 (Ct.App. 1999). If a party fails to obey an order to provide or permit discovery, the trial court may impose sanctions such as striking pleadings, dismissing the action, or rendering a default judgment. *Id.* When the court orders default or dismissal, or the sanction itself results in default or dismissal, the end result is harsh medicine that should not be administered lightly; therefore, the sanction should be aimed at the specific conduct of the party sanctioned and not go beyond the necessities of the situation to foreclose a decision on the merits of a case. *Id.* Where the sanction would be tantamount to granting a judgment by default, the moving party must show bad faith, willful disobedience or gross indifference to its rights to justify the sanction. *Id.* In determining the appropriateness of a sanction, the court should consider such factors as the precise nature of the discovery and the discovery posture of the case, willfulness, and degree of prejudice. *Id.*

LEGAL ARGUMENT

In the present case, The Order required Defendants to provide, numerous documents and information identified as unproduced during the deposition testimony of Defendants, including but not limited to the following based on testimony provided by the Rule 30(b)(6) deponent Defendant Anastopoulo Law Firm: (1) complete information concerning any and all damages claimed by Defendants in the Counterclaims, and (2) complete information concerning attorney's fees and costs claimed by Defendants.

Defendants produced their Second Responses to Plaintiff's First Interrogatories on November 13, 2022, in an attempt to comply with the terms of the Order requiring production of complete information concerning any and all damages claimed by Defendants in the Counterclaims and attorney's fees and costs being claimed. Specifically, the Defendants supplemented their discovery responses to state simply that they had incurred \$20,000 for attorney's fees and costs and \$151,110.75 for relocation expenses, with no documentation of any kind. However, the Order required the Defendants to provide complete information concerning any and all damages claimed in their Counterclaims and complete information concerning attorney's fees and costs claimed by the Defendants and not simply several dollar amounts unsupported by and back-up information as to how they were derived; as such, Plaintiff has no basis to understand, evaluate, or dispute the alleged damages claimed by the Defendants in their Counterclaims.

Defendants failed to comply with the terms of the Order. Specifically, Defendants failed to comply with the provisions of the Order requiring them to identify and produce (1) complete information concerning any and all damages claimed by Defendants in the Counterclaims, and (2) complete information concerning attorney's fees and costs claimed by Defendants. Counsel

for Plaintiff attempted to resolve this matter with counsel for Defendants on two separate occasions to obtain the information required by the Order and to avoid filing the present Motion for Rule to Show Cause. Defendants have failed to comply with the Order, and this Lawsuit has been called on the Jury Roster for trial on several occasions and will be subject to trial shortly after the hearing on Plaintiff's motions.

The discovery sought by Plaintiff, which Defendants have failed to produce, goes to the very nature and amount of damages claimed by the Defendants in their Counterclaims. Without this information, Plaintiff is prejudiced in attempting to defend against Counterclaims where it has not understanding of the damages alleged or sought at trial. Plaintiff has been forced to depose the Defendants to determine documents and information not provided, to file a motion to compel following failure of the Defendants to provide damages information, and to obtain an Order compelling the production of the damages information; however, the Defendants have refused to provide full and complete information concerning their claim for damages. As such, Plaintiff requests that Defendant's Counterclaims be struck and for the attorney's fees and cost associated with the Motion to Compel and the present Motion for Rule to Show Cause, and for all other relief as this Court may deem just and proper.

CONCLUSION

For the above-stated reasons, the Plaintiff Roi-Tan Enterprises, LLC, by and through the undersigned counsel, respectfully submits this Memorandum of Law in Support of Plaintiff's Motion for Rule to Show Cause and requests that this Honorable Court grant an Order striking the Counterclaims of the Defendants Akim Anastopoulo and Anastopoulo Law Firm, LLC (hereafter the "Defendants"), for Plaintiff's attorney's fees and costs, and for other such relief as

this Court deems just and proper pursuant to Rule 37 of the South Carolina Rules of Civil Procedure.

PELZER LAW FIRM, LLC

s/ Arthur C. Pelzer

Arthur C. Pelzer, Esquire

S.C. Bar No. 71153

266 Meeting Street

Charleston, South Carolina 29401

Phone (843) 789-4511

arthur@pelzerlawfirm.com

May 25, 2023
Charleston, South Carolina

**ATTORNEY FOR PLAINTIFF
ROI-TAN ENTERPRISES, LLC**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2019-CP-10-02894
	)	
ROI-TAN ENTERPRISES, LLC	)	
	)	
Plaintiff,	)	MEMORANDUM OF LAW
	)	IN SUPPORT OF
vs.	)	PLAINTIFF'S MOTION FOR
	)	RULE TO SHOW CAUSE
	)	
AKIM ANASTOPOULO and	)	
ANASTOPOULO LAW FIRM, LLC	)	
	)	
Defendants.	)	

COMES NOW the Plaintiff Roi-Tan Enterprises, LLC (hereafter referred to as the "Plaintiff"), by and through the undersigned counsel, and respectfully submits this Memorandum of Law in Support of Plaintiff's Motion for Rule to Show Cause and requests that this Honorable Court grant an Order striking the Counterclaims of the Defendants Akim Anastopoulo and Anastopoulo Law Firm, LLC (hereafter the "Defendants"), for Plaintiff's attorney's fees and costs, and for other such relief as this Court deems just and proper pursuant to Rule 37 of the South Carolina Rules of Civil Procedure.

PROCEDURAL POSTURE

Plaintiff filed its Summons & Complaint in the above-captioned lawsuit on May 31, 2019. Plaintiff filed its Amended Summons & Complaint on January 16, 2020. The Defendants filed their Answer, Counterclaim, and demand for jury trial on January 30, 2020. On April 5, 2022, Plaintiff filed a motion to compel. Following a hearing on Plaintiff's Motion to Compel, the Honorable Carmen T. Mullen issued the Order Granting Plaintiff's Motion to Compel, which was filed with the Clerk of Court on October 28, 2022. Plaintiff filed the present Motion for Rule to Show Cause on February 7, 2023. This Lawsuit is currently No. 13 on the Master Jury

Trial Roster for Charleston County and will be subject to trial after a ruling on the present motion and Plaintiff's Motion to Strike Demand for Jury Trial.

STATEMENT OF FACTS

After the Defendants failed to produce the supplemental information and documents identified during the depositions of the Defendants, Plaintiff filed a Motion to Compel on April 5, 2022. Following a hearing on Plaintiff's Motion to Compel, for which Plaintiff filed a Memorandum of Law outlining the deposition testimony of the Defendants and the voluminous documents and information they had identified and failed to produce, the Honorable Carmen T. Mullen issued the Order Granting Plaintiff's Motion to Compel (hereafter the "Order"). **(Order attached as Exhibit A)**. The Order required Defendants to provide, numerous documents and information identified as unproduced during the deposition testimony of Defendants, including but not limited to, (1) complete information concerning any and all damages claimed by Defendants in the Counterclaims, and (2) complete information concerning attorney's fees and costs claimed by Defendants. The Order required the Defendants to provide the supplemental information within fourteen days from the date of the Order.

As a result of the Order, the Defendants identified and produced 621 documents which had not been produced in their initial discovery responses. Furthermore, the Defendants provided Defendants' Second Responses to Plaintiff's First Interrogatories on November 13, 2022. **(Supplemental Responses attached as Exhibit B)** in an attempt to comply with the terms of the Order requiring production of complete information concerning any and all damages claimed by Defendants in the Counterclaims and attorney's fees and costs being claimed. Specifically, the Defendants supplemented their discovery responses to state simply that they had

incurred \$20,000 for attorney's fees and costs and \$151,110.75 for relocation expenses, with no documentation of any kind.

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Defendants failed to comply with the terms of the Order. Specifically, Defendants failed to comply with the provisions of the Order requiring them to identify and produce (1) complete information concerning any and all damages claimed by Defendants in the Counterclaims, and (2) complete information concerning attorney's fees and costs claimed by Defendants. Counsel

for Plaintiff attempted to resolve this matter with counsel for Defendants on two separate occasions to obtain the information required by the Order and to avoid filing the present Motion for Rule to Show Cause. Defendants have failed to comply with the Order, and this Lawsuit has been called on the Jury Roster for trial on several occasions and will be subject to trial shortly after the hearing on Plaintiff's motions.

The discovery sought by Plaintiff, which Defendants have failed to produce, goes to the very nature and amount of damages claimed by the Defendants in their Counterclaims. Without this information, Plaintiff is prejudiced in attempting to defend against Counterclaims where it has not understanding of the damages alleged or sought at trial. Plaintiff has been forced to depose the Defendants to determine documents and information not provided, to file a motion to compel following failure of the Defendants to provide damages information, and to obtain an Order compelling the production of the damages information; however, the Defendants have refused to provide full and complete information concerning their claim for damages. As such, Plaintiff requests that Defendant's Counterclaims be struck and for the attorney's fees and cost associated with the Motion to Compel and the present Motion for Rule to Show Cause, and for all other relief as this Court may deem just and proper.

CONCLUSION

For the above-stated reasons, the Plaintiff Roi-Tan Enterprises, LLC, by and through the undersigned counsel, respectfully submits this Memorandum of Law in Support of Plaintiff's Motion for Rule to Show Cause and requests that this Honorable Court grant an Order striking the Counterclaims of the Defendants Akim Anastopoulo and Anastopoulo Law Firm, LLC (hereafter the "Defendants"), for Plaintiff's attorney's fees and costs, and for other such relief as

this Court deems just and proper pursuant to Rule 37 of the South Carolina Rules of Civil Procedure.

PELZER LAW FIRM, LLC

s/ Arthur C. Pelzer

Arthur C. Pelzer, Esquire

S.C. Bar No. 71153

266 Meeting Street

Charleston, South Carolina 29401

Phone (843) 789-4511

arthur@pelzerlawfirm.com

May 25, 2023

Charleston, South Carolina

**ATTORNEY FOR PLAINTIFF
ROI-TAN ENTERPRISES, LLC**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2019-CP-10-02894
	)	
ROI-TAN ENTERPRISES, LLC	)	
	)	
Plaintiff,	)	ORDER GRANTING PLAINTIFF'S MOTION TO COMPEL
	)	
vs.	)	
	)	
AKIM ANASTOPOULO and ANASTOPOULO	)	
FIRM, LLC	)	
	)	
Defendants.	)	

WHEREAS, this matter came before the Court for a hearing on the Motion to Compel filed on behalf of the Plaintiff Roi-Tan Enterprises, LLC (hereafter the “Plaintiff”) seeking to compel supplemental discovery from the Defendants Akim Anastopoulos and Anastopoulos Law Firm, LLC (hereafter the “Defendants”).

WHEREAS, after hearing and considering evidence and arguments from counsel for Plaintiff and Defendants, to produce the supplemental information identified below in order to fully respond to Plaintiff’s Interrogatories and Requests for Production pursuant to Rule 37 of the South Carolina Rules of Civil Procedure.

NOW, THEREFORE, IT IS HEREBY ORDERED, that the Defendants shall perform searches through their IT department to identify and produce the following information and documents discussed during the Defendants’ deposition testimony but not yet produced in discovery:

- 1) Complete information concerning any and all damages claimed by Defendants in their Counterclaims (Deposition Transcript of Roy T. Willey, p.78);

- 2) Complete information concerning attorney's fees and costs claimed by Defendants related to this lawsuit (Deposition Transcript of Roy T. Willey, p. 86,);
- 3) All omitted attachments to e-mails produced in discovery by Defendants (Deposition Transcript of Roy T. Willey, p.36);
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- 5) E-mails with Trinity Partner and Jonathan Calder concerning the Cigar Factory lease and upfit, occupancy, and abandonment of Suite 304 (Deposition Transcript of Roy T. Willey, pp. 100-102);
- 6) All emails, records, documents, and bills concerning the Cigar Factory lease and upfit, occupancy, and abandonment of Suite 304 (Deposition Transcript of Roy T. Willey, p.61);
- 7) Documents, e-mails, schematics, design documents, plans, invoices, and payment records concerning between Defendant and McMillan Pazdan Smith Architecture. (Deposition Transcript of Roy T. Willey, p.56); and,
- 8) All emails to and from the Defendant Akim Anastopoulo concerning the subject matter of this litigation. (Deposition Transcript of Akim Anastopoulo, pp. 51-52).

Defendants shall identify to Plaintiff the search terms used by Defendants' IT Department in order to enable Plaintiff to determine the completeness and adequacy of the searches performed. Furthermore, Defendants shall identify and produce all emails to and/or between law firm employees involved with the Cigar Factory lease negotiation, upfit, occupancy, complaints during occupancy concerning Suite 304, and ultimate abandonment of Suite 304.

Defendants shall identify and produce all supplemental information and documents set forth above within fourteen days from the date of this Order. Plaintiff shall have ten days from receipt of Defendants' document production to evaluate the information and documents provided to evaluate the search terms used to identify the information and documents provided by Defendants pursuant to this Order. Should Plaintiff deem the scope of the search or the document production insufficient or not in compliance with this Order, Plaintiff shall petition the Court accordingly.

IT IS SO ORDERED.

October ____, 2022
Charleston, South Carolina

Honorable Carmen T. Mullen
Presiding Judge



Charleston Common Pleas

Case Caption: Roi Tan Enterprises LLC VS Akim Anastopoulo , defendant, et al
Case Number: 2019CP1002894
Type: Order/Compel

So Ordered

s/Carmen T Mullen 2142

Electronically signed on 2022-10-28 12:39:55 page 4 of 4

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ROI-TAN ENTERPRISES, LLC)

Plaintiff,)

v.)

AKIM ANASTOPOULO and)
ANASTOPOULO LAW FIRM, LLC)

Defendants.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2019-CP-10-02894**DEFENDANTS' SECOND
RESPONSES TO PLAINTIFF'S
FIRST INTERROGATORIES**

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, Defendants submit the following supplemental responses to Plaintiff's first Interrogatories:

5. Please enumerate each and every item of monetary loss or expense for which you seek recovery in this lawsuit, giving the amount of each item or, if you do not know the exact amount, your best estimate of each.

Supplemental Response:

D. Attorney Fees currently totaling \$20,000. This amount is subject to increase as litigation progresses to trial.

E. Relocation expenses totaling \$151,110.79

Respectfully Submitted,

Poulin | Willey | Anastopoulos

BY /s/ Eric M. Poulin
Eric M. Poulin
SC Bar Number: 100209
32 Ann Street
Charleston, SC 29403
(843) 614-8888

ATTORNEY FOR DEFENDANTS

Charleston, South Carolina
November 13, 2022

1 Q So that's Exhibit 3. All I want to do is go
2 through a few of these responses here. So if you'd go
3 through to Answer to Interrogatory Number 5, please.

4 A I see. I see it.

5 Q Okay. Those are some of the issues you've
6 just offered some testimony about. This says the
7 Defendants were asked to enumerate each and every item
8 of monetary loss or expense for which you seek
9 recovery in this lawsuit; and y'all did A, B, and C.
10 Is this exhaustive of the damages claimed, or is there
11 more that need to be added?

12 A Obviously, we have expenses and costs related
13 to this litigation, so to the extent that those are
14 recoverable, they would be in addition, but they're
15 not final.

16 Q Attorney's fees and costs incurred by The Law
17 Firm and Mr. Anastopoulo --

18 A Right.

19 Q -- in this lawsuit?

20 A Right.

21 Q Okay.

22 A And to the extent they're recoverable. And
23 the only thing I don't see here, and I don't know, you
24 know, amounts, but, obviously, we had some relocation,
25 you know, expenses and had to make arrangements for --

1 for that and for other spaces that aren't listed.

2 Q Moving-related costs and storage?

3 A Moving, moving related and then, you know,
4 the use of space for the folks that we had there that,
5 you know, we're essentially being asked to pay double
6 for.

7 Q And The Law Firm should know what those --
8 what that number is, as you sit here today. So is
9 that something The Law Firm will agree to supplement?

10 A We'll supplement. We'll supplement Number 5,
11 yeah. And I'm happy to -- you know, if you do -- if
12 you want to ask questions more about Number 5, I'm
13 happy to talk about it. But I think that those two
14 things are the things missing, and I don't know that
15 they're final as of the filing of these responses. So
16 that's why there's not a dollar amount listed.

17 Q Sure. Well, no, I understand attorney's fees
18 and costs are never final until the fat lady sings.
19 But the cost to relocate The Law Firm out of Columbus
20 to its new Ann Street office, so those should be
21 final, correct?

22 A Correct, and we can supplement with those,
23 yes.

24 Q Okay. If you'll flip over to the next page
25 to 8, it says in the interrogatory -- you can read it.

From: Arthur Pelzer <Arthur@pelzerlawfirm.com>

Date: January 3, 2023 at 10:15:41 AM EST

To: Eric Poulin <eric@akimlawfirm.com>

Cc: Heather Hatfield <heather.hatfield@akimlawfirm.com>, Carla Muller <carla@pelzerlawfirm.com>, JC Nicholson <jc.nicholson@akimlawfirm.com>, CLD <cld@akimlawfirm.com>, Rebecca Rayner <rebecca.rayner@akimlawfirm.com>

Subject: Roi-Tan Enterprises v. Anastopoulo, et al. // 2019-CP-10-02894

Eric and JC:

Good morning.

I am following up on your e-mail and supplemental production below to request that Defendants produce all documents related to the relocation expenses identified as Supplemental Answer to Interrogatory No. 5. Please provide all documentation used to derive the alleged claim for damages by January 9, 2023 to avoid a motion for rule to show cause for failure to comply with the terms of the Order to Compel.

Rule 408 SCRE-

For Settlement Purposes Only:

Sincerely yours,

Arthur C. Pelzer, Esquire
 Pelzer Law Firm, LLC
 266 Meeting Street
 Charleston, South Carolina 29401
 Phone: 843-789-4511 Fax: 843-789-4591
www.pelzerlawfirm.com
arthur@pelzerlawfirm.com

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From: Eric Poulin <eric@akimlawfirm.com>
Sent: Sunday, November 13, 2022 4:41 PM
To: Arthur Pelzer <arthur@pelzerlawfirm.com>
Cc: Heather Hatfield <heather.hatfield@akimlawfirm.com>; carla@pelzerlawfirm.com;
 JC Nicholson <jc.nicholson@akimlawfirm.com>; CLD <cld@akimlawfirm.com>; Rebecca Rayner <rebecca.rayner@akimlawfirm.com>
Subject: Re: [CLD] Roi-Tan Enterprises v. Anastopoulos, et al. // 2019-CP-10-02894

Arthur and Carla,

Please use the attached link to find our supplemental responses. Please let us know if you encounter any issues:

<https://api.446683951751.genesisapi.com/v1/share/s/pHnhbRv62-fYINVILsmcD IChZ8RS1xJYVj4mYhPLEE>

On Sat, Nov 12, 2022 at 7:01 PM Eric Poulin <eric@akimlawfirm.com> wrote:

Team,

Our supplemental discovery responses are too big to email. Please attach a sharefile link here to which I can upload the documents and from which Arthur and Carla can download them.

Thanks

On Thu, Nov 10, 2022 at 12:12 PM Arthur Pelzer <arthur@pelzerlawfirm.com> wrote:

Looks good to me. Thanks.

Arthur C. Pelzer
Pelzer Law Firm, LLC

On Nov 10, 2022, at 11:39 AM, Heather Hatfield
<heather.hatfield@akimlawfirm.com> wrote:

Good morning -

Per the Status Conference regarding the above-captioned matter that took place this morning, November 10, 2022, with Judge McCoy, please see the attached Proposed Consent Scheduling Order for your review.

Please let us know once you've reviewed/approved the attached and we will get it sent over to the Court for filing.

Thank you!

--
Heather Hatfield

Paralegal



800-313-2546



Charleston

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--
Eric M. Poulin

 800-313-2546  Charleston

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please immediately reply to this message or notify us by telephone at 800-313-2546 and delete the message.

From: Arthur Pelzer <Arthur@pelzerlawfirm.com>
Date: January 13, 2023 at 1:45:32 PM EST
To: Heather Hatfield <heather.hatfield@akimlawfirm.com>
Cc: Carla Muller <carla@pelzerlawfirm.com>, CLD <cld@akimlawfirm.com>, JC Nicholson <jc.nicholson@akimlawfirm.com>, Eric Poulin <eric@akimlawfirm.com>
Subject: Roi Tan Enterprises, LLC v. Akim Ahastopoulo, et al.

You are welcome.

Please be advised that I will be filing a motion for rule to show cause on January 16, 2023 related to the Rule 11 SCRPC consultation I provided on January 3, 2023, to which I have received no response.

I would like to avoid having to file such a motion but will have no other option if counsel refuse to respond to my e-mail and/or to provide the requested information/documents.

Sincerely yours,

Arthur C. Pelzer, Esquire
 Pelzer Law Firm, LLC
 266 Meeting Street
 Charleston, South Carolina 29401
 Phone: 843-789-4511 Fax: 843-789-4591
www.pelzerlawfirm.com
arthur@pelzerlawfirm.com

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From: Heather Hatfield <heather.hatfield@akimlawfirm.com>
Sent: Friday, January 13, 2023 1:38 PM
To: Arthur Pelzer <arthur@pelzerlawfirm.com>
Cc: Carla Muller <carla@pelzerlawfirm.com>; CLD <cld@akimlawfirm.com>; JC Nicholson <jc.nicholson@akimlawfirm.com>; Eric Poulin <eric@akimlawfirm.com>
Subject: Re: [CLD] Request for 30(b)(6) Deposition Date(s) -- Roi Tan Enterprises, LLC v. Akim Anastopoulo, et al.

Good afternoon:

Please see the attached. I want to thank you for your time and assistance in scheduling this deposition.

Thank you.

Sincerely,
Heather Hatfield

On Fri, Jan 13, 2023 at 10:23 AM Arthur Pelzer <arthur@pelzerlawfirm.com> wrote:

Heather:

Plaintiff can be available February 15 or 16 for the 30(b)(6) deposition of Roi-Tan to offer testimony concerning matters known or reasonably available to the organization.

Given the trial not before date of the Scheduling Order, the Defendants will need to petition the court accordingly as this matter is set to be called to trial after January 31, 2023.

<image001.png>

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From: Heather Hatfield <heather.hatfield@akimlawfirm.com>
Sent: Wednesday, January 11, 2023 1:09 PM
To: Arthur Pelzer <arthur@pelzerlawfirm.com>; Carla Muller <carla@pelzerlawfirm.com>
Cc: CLD <cld@akimlawfirm.com>; JC Nicholson <jc.nicholson@akimlawfirm.com>; Eric Poulin <eric@akimlawfirm.com>
Subject: [CLD] Request for 30(b)(6) Deposition Date(s) -- Roi Tan Enterprises, LLC v. Akim Anastopoulo, et al.

Counsel:

We would like to take the **30(b)(6) Deposition of Roi Tan Enterprises, LLC** on a mutually convenient day within the next month. We are currently available on the following dates:

1. **January 24, 2023**
2. **February 8, 2023**
3. **February 9, 2023**
4. **February 10, 2023**

We prefer to begin the deposition at 10:00 a.m. You should anticipate that the deposition may continue for the remainder of the business day, so please do not schedule anything after it.

Please 'reply-all' to this email and let me know if you will be available for this deposition on any of the above-proposed dates. In the event that you are not, provide your availability for January - February 2023 on which you will be available for this deposition to take place. We will select one of your available dates and confirm back to you.

Topics

1. Person with knowledge about leasing requirements for new tenants
2. Person with knowledge about tenant requirements
3. Person with knowledge about Defendants' lease with Plaintiff
4. Person with knowledge about tenant upfit process and requirements generally
5. Person with knowledge about Defendants' tenant upfit efforts
6. Person with knowledge of the relationship between Plaintiff and Trident Construction including charges and invoicing for tenant upfit projects
7. Person with knowledge about the claims and defenses in this lawsuit
8. Person with knowledge of all efforts made to re-lease Defendants' unit and/or other actions taken by Plaintiff to mitigate Plaintiff's alleged damages
9. Person capable of itemizing and discussing Plaintiff's alleged damages
10. Person with knowledge about the market value of leases in the geographic area

I look forward to hearing from you soon - thank you.

Sincerely,

Heather Hatfield

--

Heather Hatfield
Paralegal



800-313-2546



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Heather Hatfield

Paralegal



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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2019-CP-10-02894
	)	
ROI-TAN ENTERPRISES, LLC	)	
	)	
Plaintiff,	)	MEMORANDUM OF LAW
	)	IN SUPPORT OF
vs.	)	PLAINTIFF'S MOTION TO
	)	STRIKE DEMAND FOR JURY TRIAL
AKIM ANASTOPOULO and	)	
ANASTOPOULO LAW FIRM, LLC	)	
	)	
Defendants.	)	

COMES NOW the Plaintiff Roi-Tan Enterprises, LLC (hereafter referred to as the "Plaintiff"), by and through the undersigned counsel, and respectfully submits this Memorandum of Law in Support of Plaintiff's Motion to Strike Demand for Jury Trial and requests that this Honorable Court grant an Order striking the demand for jury trial of the Defendants Akim Anastopoulos and Anastopoulos Law Firm, LLC (hereafter the "Defendants").

PROCEDURAL POSTURE

Plaintiff filed its Summons & Complaint in the above-captioned lawsuit on May 31, 2019. Plaintiff filed its Amended Summons & Complaint on January 16, 2020. The Defendants filed their Answer, Counterclaim, and demand for jury trial on January 30, 2020. Plaintiff filed the present Motion to Strike Demand for Jury Trial on December 5, 2022.

STATEMENT OF FACTS

The Defendant Anastopoulos Law Firm entered into a Retail Lease Agreement dated November 1, 2016 (hereafter the "Lease Agreement") with Plaintiff for the lease of commercial office space in the Cigar Factory on East Bay Street in Charleston, South Carolina, and the

Defendant Akim Anastopoulo entered into a Guaranty of Lease to secure payment and performance of the Lease Agreement.

The Defendants expressly waived their rights to a jury trial pursuant to the terms and conditions of the Lease Agreement and the Guaranty of Lease.

Specifically, Article 25.10 of the Lease Agreement (**Excerpt of Article 25.10 of Lease Agreement attached as Exhibit A**) (**Lease Agreement attached as Exhibit B**) provides the following:

Article 25.10 Waiver of Right to Jury Trial or Permissive Counterclaims. Landlord and Tenant each hereby waives any and all right to trial by jury in any action, proceeding or counterclaim with respect to any matter arising out of or in any way connected to with this Lease, the Premises, the Property, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, or any claim of injury or damage.

Furthermore, Article 20 of the Guaranty of Lease (**Guaranty of Lease attached as Exhibit C**) provides the following:

GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER IT OR LANDLORD AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN ANY WAY RELATED TO THIS GUARANTY.

The Defendant Akim Anastopoulo testified that he signed the Lease Agreement and the Guaranty of Lease and intended to be bound by their terms and conditions. (**Exhibit D-Deposition Transcript of Akim Anastopoulo, pages 22-23**).

LEGAL STANDARD

In South Carolina, a party may waive the right to a jury trial by contract. *Beach Company v. Twillman, Ltd.*, 351 S.C. 56, 566 S.E.2d 863 (Ct.App. 2002). Such a waiver must be strictly construed as the right to trial by jury is a substantial right; however, terms in a contract provision must be construed using their plain, ordinary and popular meaning. *Id.* A person who

signs a contract or other written document cannot avoid the effect of the document by claiming that he did not read it. *Wachovia Bank v. Blackburn*, 407 S.C. 321, 755 S.E.2d 437 (2014). Instead, when a person signs a document, he is responsible for exercising reasonable care to protect himself by reading the document and making sure of its contents. *Id.*

LEGAL ARGUMENT

In the present case, there is no dispute that the Defendants signed the Lease Agreement and Guaranty of Lease with a full understanding of the terms and conditions. The Defendants are a law firm and a licensed attorney and are clearly capable of understanding the provisions of the Lease Agreement and Guaranty of Lease prior to signing them. Neither Plaintiff nor anyone else required Defendants to lease office space in the Cigar Factory or to sign a Lease or Guaranty which they did not understand, agree to, or intend to be bound by.

Construing Article 25.10 of the Lease Agreement and Article 20 of the Guaranty of Lease using their plain, ordinary, and popular meaning, the Defendants expressly waived their right to trial by jury in any action, proceeding or counterclaim with respect to any matter arising out of or in any way connected to with this Lease, the Premises, the Property, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, any claim of injury or damage, and the Guaranty of Lease.

The waiver provisions of Article 25.10 of the Lease Agreement and Article 20 of the Guaranty of Lease clearly relate to the facts and causes of action at issue in this Lawsuit. The Defendants clearly agreed to and contracted to waive their right to a jury trial for all claims and counterclaims with respect to any matter arising out of or in any way connected to with the Lease Agreement, the Premises, the Property, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, any claim of injury or damage, and the Guaranty. As

such, the Plaintiff requests this Court to issue an Order to Strike Defendants' demand for jury trial on Plaintiff's causes of action and all counterclaims.

CONCLUSION

For the above-stated reasons, Plaintiff, by and through the undersigned counsel, respectfully requests that this Honorable Court grant an Order striking the demand for jury trial of the Defendants Akim Anastopoulo and Anastopoulo Law Firm, LLC.

PELZER LAW FIRM, LLC

s/ Arthur C. Pelzer

Arthur C. Pelzer, Esquire

S.C. Bar No. 71153

266 Meeting Street

Charleston, South Carolina 29401

Phone (843) 789-4511

arthur@pelzerlawfirm.com

May 25, 2023

Charleston, South Carolina

**ATTORNEY FOR PLAINTIFF
ROI-TAN ENTERPRISES, LLC**

Office Lease Agreement

By and Between

ROI-TAN Enterprises, LLC, as Landlord

and

Anastopoulo Law Firm, LLC, as Tenant

AA 

25.8 Consequential Damages. Notwithstanding any other provision of this Lease to the contrary, in no event shall Landlord be liable for punitive or consequential damages hereunder; and in no event shall Tenant be liable for punitive or consequential damages hereunder, except in the event of a holding over by Tenant or a breach of this Lease by Tenant which delays or otherwise adversely affects a sale or financing by Landlord.

25.9 Security Measures. Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Property. Nothing contained in this Section 25.9 shall prevent Landlord, at Landlord's sole option, from providing security protection for the Property or any part thereof. Tenant acknowledges that safety and security devices, services and programs provided by Landlord, if any, while intended to deter crime and ensure safety, may not in given instances prevent theft or other criminal acts, or ensure safety of property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or may be circumvented by a criminal, is assumed by Tenant with respect to Tenant's property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such criminal acts and other losses. Tenant agrees to cooperate in any safety or security program developed by Landlord or required by law.

25.10 Waiver of Right to Jury Trial or Permissive Counterclaim. Landlord and Tenant each hereby waives any and all right to trial by jury in any action, proceeding or counterclaim with respect to any matter arising out of or in any way connected to with this Lease, the Premises, the Property, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, or any claim of injury or damage. Tenant further waives any right to interpose any unrelated counterclaim in any summary proceeding for eviction or nonpayment of Rent. Any and all unrelated claims or unrelated counterclaims that may be asserted by Tenant shall only be made the subject of a separate action. In such separate action, it is agreed that trial by jury shall be waived by both parties.

25.11 Landlord's Property. Tenant shall look only to Landlord's interest in the land and buildings comprising the Property for the satisfaction of Tenant's remedies for any claim against Landlord arising out of or in connection with this Lease, whether express or implied herein or under the law. No properties or assets of Landlord other than the estate and property of Landlord in and to the Property and no property owned by any Landlord Agent shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Tenant, nor shall any Landlord Agent have any personal liability hereunder.

25.12 Generally. Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of its business or otherwise or a joint venture with Tenant. This Lease shall be governed exclusively under the provisions hereof and by the laws of South Carolina, without regard to conflict of laws principles. The Exhibits referenced at the end of Section 1 or elsewhere in this Lease and attached hereto are incorporated in and made a part of this Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease becomes effective only upon execution and delivery thereof by Landlord. Construction of this Lease shall be according to the content hereof, and without presumption or standard of construction in favor of or against either party hereto.

25.13 Invalidity of Particular Provisions. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected

Office Lease Agreement

By and Between

ROI-TAN Enterprises, LLC, as Landlord

and

Anastopoulo Law Firm, LLC, as Tenant

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List of Schedules and Exhibits

Schedule 1	Form of Guaranty of Lease
Exhibit A-1	Floor Plan of Premises
Exhibit A-2	Property Site Plan
Exhibit B	Construction Rider for Landlord Work
Exhibit B-1	Core and Shell Specifications
Exhibit B-2	Tenant Upfit Terms
Exhibit C	Declaration of Commencement Date
Exhibit D	Rules and Regulations
Exhibit E	Contractor Insurance Requirements

OFFICE LEASE AGREEMENT

THIS LEASE ("Lease") is made and entered into at Charleston, South Carolina as of the 21 day of May 2016 ("Effective Date"), by and between **ROI-TAN ENTERPRISES, LLC**, a South Carolina limited liability company ("Landlord") and **ANASTOPOULO LAW FIRM, LLC**, a South Carolina limited liability company ("Tenant"). Landlord and Tenant agree as follows:

1. BASIC LEASE PROVISIONS.

Each reference in this Lease to this Section 1 or any portion hereof shall mean and refer to the following terms, the application of which shall be governed by the provisions in the remaining Sections of this Lease:

1.1 Landlord: ROI-TAN Enterprises, LLC.

1.2 Landlord's Address: 1 Cool Blow Street, Suite 200, Charleston, SC 29403, Attn: Lease Administration.

1.3 Tenant: Anastopoulos Law Firm, LLC

1.4 Tenant's Address: 2557 Ashley Phosphate Road, North Charleston, SC 29418.

1.5 Premises Address: 701 East Bay Street, Suite 304 Charleston, SC.

1.6 Premises Square Footage: 1,313 rentable square feet.

1.7 Initial Term: Five (5) years.

1.8 Commencement Date: The date Landlord Substantially Completes the Landlord Work and delivers possession of the Premises to Tenant, provided however, (a) the Commencement Date shall not be earlier than the Anticipated Delivery Date unless Tenant takes possession of the Premises on such earlier date and (b) the Commencement Date shall occur on the Anticipated Delivery Date if the Landlord does not Substantially Complete the Landlord Work on or before the Anticipated Delivery Date as a result of Tenant Delay, Long Lead Items or Specialty Items (provided, however, in no event shall Tenant be entitled to take occupancy of the Premises until the Landlord Work is Substantially Complete). Within three (3) days after the Commencement Date, Landlord and Tenant shall execute the Declaration of Commencement Date attached hereto as Exhibit C.

1.9 Anticipated Delivery Date: November 1, 2016.

1.10 Rent Start Date: Commencement Date.

1.11 Base Rent: Base Rent shall be as set forth below for the Initial Term:

Lease Year (Period of Time)	Base Rent Per RSF	Annual Base Rent	Monthly Base Rent
Months 1 - 12	\$34.00	\$44,642.00	\$3,720.17
Months 13 - 24	\$35.02	\$45,981.26	\$3,831.77
Months 25 - 36	\$36.07	\$47,360.70	\$3,946.72

Months 37 - 48	\$37.15	\$48,781.52	\$4,065.13
Months 49 - 60	\$38.27	\$50,244.96	\$4,187.08

1.12 (a) **Tenant's Proportionate Share (initial):** 0.62%

(b) **Tenant's Office Expense Share (initial):** 0.91%

1.13 **Base Year:** Calendar year 2016.

1.14 **Security Deposit:** \$11,160.51.

1.15 **Permitted Use:** General office space typical for a first class office building in Charleston, South Carolina. In no event shall alcohol be served on the Premises.

1.16 **Guarantor:** Akim Anastopoulos.

1.17 **Tenant Upfit Allowance:** Up to \$30.00 per rentable square foot for actual improvements made, subject to the terms hereof.

1.18 **Brokers:** Roadstead Real Estate Advisors, LLC and Palmetto Commercial Properties, LLC

2. DEFINITIONS.

2.1 **Definitions.** The capitalized terms set forth below, unless the context clearly requires otherwise, shall have the following meanings in this Lease:

"Additional Rent" means all rent and other charges due and owing under this Lease, other than Base Rent.

"Agents" means a party's authorized agents, representatives, consultants, contractors, partners, members, shareholders, subsidiaries, affiliates, directors, officers and employees, including without limitation, any additional insureds Landlord designates and any property manager, in the case of Landlord, and including Tenant's customers, subtenants, licensees, invitees and concessionaires (and their respective Agents) in the case of Tenant.

"Alterations" means any alterations, decorations, modifications, additions or improvements made in, on, about, under or contiguous to the Premises after the Commencement Date, including but not limited to, lighting, HVAC and electrical fixtures, pipes and conduits, transfer, storage and disposal facilities, partitions, drapery, wall coverings, shelves, cabinetwork, carpeting and other floor coverings, ceiling tiles, fixtures and carpentry installations.

"Anticipated Delivery Date" shall mean the date set forth in Section 1.9 above, as the same may be extended day for day by any Unavoidable Delay or Tenant Delay.

"Applicable Laws" means any and all laws, rules, regulations, guidelines, ordinances, statutes and restrictions or requirements of any governmental authority, board of insurance underwriters, utility companies or other similar bodies now or hereafter in effect.

"Applicable Rate" means twelve percent (12%) per annum.

"Building" means the building located on the Property and in which the Premises are located.

"Building Standard Electrical Capacity" means the watts per rentable square foot for convenience outlets, exclusive of ceiling lighting and base Building HVAC, as specified on Exhibit B-1.

"Casualty" is defined in Section 17.1.

"Claims" shall mean claims, liabilities, demands, causes of action, attorneys' fees, damages, judgments and expenses of any nature.

"Common Areas" shall mean all areas, improvements, space, equipment and special services in or at the Property provided by Landlord from time to time for the common or joint use and benefit of tenants, customers, and other invitees, including without limitation garage access roads, driveways, parking areas and entrances and exits, retaining walls, landscaped areas, truck serviceways or tunnels, loading docks, pedestrian walkways, atriums, walls courtyards, concourses, stairs (including exterior stairs), ramps, sidewalks, washrooms, signs identifying or advertising the Property, utility chases, maintenance and utility rooms and closets, hallways, lobbies, elevators and their housing and rooms, common window areas, walls and ceilings in Common Areas, and trash or rubbish areas outside of individual premises. Common Areas shall also include the exterior parking areas, landscaped areas and parking lot lighting located on the Property or over which Landlord has acquired rights of parking for the Building. Landlord reserves the right to add areas to, delete areas from, and/or modify the Common Areas, provided that Tenant shall have reasonable access to the Premises at all times, except in the event of emergency or imminent danger to health or property. Access to off-site parking facilities after normal business hours shall be in conjunction with other parkers allowed by the City of Charleston or the owner(s) of such off-site parking facilities.

"Construction Rider" means the rider between Landlord and Tenant regarding the construction of the Landlord Work set forth on Exhibit B attached hereto and incorporated herein.

"Core Factor" means 14.75%.

"Expiration Date" means the date the Initial Term expires.

"Historic Tax Credit Guidelines" is defined in Section 5.2.

"HVAC" means the heating, ventilating and air conditioning system serving the Premises and/or the Property.

"Landlord Work" shall mean the Base Building Work and the Tenant Upfit, as the same are more particularly described in the Construction Rider.

"Lease Year" shall mean the first (1st) twelve (12) full calendar months from and after the Commencement Date, and each twelve (12) month period thereafter during the Term. If the Commencement Date occurs on a date other than the first (1st) day of a calendar month, then such partial calendar month from and after the Commencement Date shall be included in the first (1st) Lease Year.

"Long Lead Items" shall mean any item (or material element thereof) of the Tenant Upfit which is either not typical for normal office use in Charleston, South Carolina or which, due to circumstances beyond the reasonable control of Landlord, or long lead times necessary for fabrication or delivery, will not be available at the Premises in time to be completed and installed prior to the required

date in the construction schedule for installation of such item in order to properly sequence Substantial Completion of the Landlord Work on or before the Anticipated Delivery Date.

"Mortgage" means any mortgage, deed of trust or other security interest having a lien on or covering the Property or any part thereof.

"Mortgagee" means any mortgagee, beneficiary or lender of a Mortgage.

"Notice" means each and every notice, communication, request, demand, reply or advice, or duplicate thereof, in this Lease provided or permitted to be given, made or accepted by either party to any other party, which shall be in writing and given in accordance with the provisions of Section 20.

"Part II Approval" means the "Part II" Approval from the State Historic Preservation Office and the Department of the Interior for both Federal and State Historic Tax Credits.

"Premises" means the premises shown and cross-hatched on Exhibit A-1 attached hereto.

"Project" shall mean the Property and any parking areas serving the Property.

"Property" means that certain real property, and all improvements thereon (including the Building), located within the boundaries of such property, shown on the Property Site Plan.

"Property Site Plan" means Exhibit A-2 attached hereto.

"Rent" shall mean Base Rent and Additional Rent.

"Rentable Area" and **"rentable square feet"** are defined as (i) Usable Area divided by (ii) one (1) minus the Core Factor.

"Rules and Regulations" means the rules and regulations described in Exhibit D and any modifications thereto reasonably promulgated by Landlord from time to time, provided such modifications do not unreasonably interfere with Tenant's use and enjoyment of the Premises.

"Specialty Items" means any data cabling, systems furniture, A/V equipment or security systems to be installed in the Premises by Tenant as part of the Tenant Upfit.

"Substantial Completion" and **"Substantially Completed"** means the Landlord Work, or repair of the Premises following a Casualty, having been sufficiently completed to meet the requirements for issuance of a certificate of occupancy (or temporary certificate of occupancy) by the City of Charleston, South Carolina. In the event of Long Lead Items, Tenant Delays or Specialty Items, Substantial Completion shall be deemed to have occurred on the date (as reasonably determined by Landlord) that the Landlord Work would have been Substantially Completed (i.e., other than punch list items) but for such Long Lead Items, Tenant Delays or Specialty Items.

"Tenant Delay" means any delay in Substantial Completion attributable to Tenant, including without limitation: (i) the failure of Tenant to timely comply with its obligations under this Lease or the Construction Rider, including any act or omission described as a Tenant Delay in the Construction Rider; (ii) Tenant's failure to timely pay any Excess Costs; (iii) the performance of any work or other activity in the Premises by any person or firm employed or retained by Tenant which hinders Landlord's performance hereunder; (iv) Long Lead Items and/or Specialty Items; (v) Change Orders; (vi) interference with or delay of the performance of the Tenant Upfit by Tenant or Tenant's

Agents, contractors or vendors; or (vii) any other act or omission of Tenant, which act or omission continues for twenty-four (24) hours after notice thereof is delivered to Tenant. In the event of Tenant Delays, the Substantial Completion Date and the Commencement Date shall be the date(s), as reasonably determined by Landlord, that the Landlord Work would have been Substantially Completed and/or the Commencement Date would have occurred, but for the Tenant Delay.

"Tenant's Office Expense Share" means that fraction, expressed as a percentage, the numerator of which is the number of rentable square feet of the Premises, and the denominator of which is the number of rentable square feet of all office space in the Building.

"Tenant's Personal Property" means Tenant's removable trade fixtures, furniture, equipment, inventory and other personal property located in or on the Premises.

"Tenant's Proportionate Share" means that fraction, expressed as a percentage, the numerator of which is the number of rentable square feet of the Premises, and the denominator of which is the number of rentable square feet of all office and retail space in the Building.

"Term" means the Initial Term and any extensions thereof.

"Unavoidable Delay" means any delay, interruption or prevention beyond the reasonable control of Landlord or Tenant, as the case may be, including, but not limited to, delay, interruption or prevention due to inclement weather, natural disaster, casualty, labor strikes or disputes, shortage of materials, labor or utility services (and at reasonable prices), national emergency, delays in governmental approvals, acts of God, governmental restrictions, fire, explosion, war, invasion, insurrection, rebellion or riots, or acts of terrorism.

"Usable Area" shall be measured in accordance with the Building Owners and Managers Association (BOMA) Standard Method of Measurement (ANSI/BOMA Z65.1-2010), Method A (Legacy) (the "BOMA Standard"). The BOMA Standard shall apply to Usable Area only and not to Rentable Area.

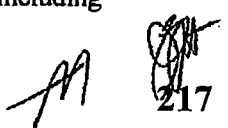
2.2 Other Definitions. Terms defined in the Basic Lease Provisions in Section 1 or elsewhere in this Lease or the exhibits, riders, schedules and attachments, unless the context clearly require otherwise, shall have the meanings as there given.

3. PREMISES.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises upon the terms, covenants, and conditions set forth in this Lease. The exact Usable Area of the Premises shall be subject to final measurement by Landlord's architect in accordance with the BOMA Standard, and if the resulting measurement produces a Rentable Area for the Premises other than 1,313 rentable square feet, then all economic terms contained in this Lease that are based on rentable square footage (to include, without limitation, Base Rent, Security Deposit, Tenant's Proportionate Share and Tenant Upfit Allowance) shall be adjusted accordingly.

4. TERM; DELIVERY OF PREMISES.

The initial term of the Lease ("Initial Term") is the period set forth in Section 1.7, plus any initial partial calendar month, commencing on the Commencement Date (as defined in Section 1.8). Landlord agrees to Substantially Complete the Landlord Work and deliver possession of the Premises to Tenant on or before the Anticipated Delivery Date, subject, however, to the remaining terms of this Lease (including



the terms of the Construction Rider and associated Exhibits). If Landlord fails to Substantially Complete the Landlord Work by the Anticipated Delivery Date, as such date may be extended for Tenant Delay, Long Lead Items, Specialty Items or Unavoidable Delay, then Landlord and its Agents shall not be liable or responsible for any claims, damages or liabilities arising in connection therewith or by reason thereof, nor shall Tenant be excused or released from this Lease on account thereof. In such event, the Commencement Date shall be extended as provided in Section 1.8. Neither Landlord nor its Agents have made any representations with respect to the Premises, the Building or the land upon which it is erected, except as expressly set forth herein or as may be agreed to, in writing, by both parties, and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession of the Premises by Tenant shall be conclusive evidence that Tenant accepts the same "as is", that all obligations imposed upon Landlord under this Lease have been fully performed and that the Premises were in good condition at the time possession was taken, except for punch list items as may be agreed upon in writing, by both parties prior to entry.

5. OPERATION OF TENANT'S BUSINESS.

5.1 Use. Tenant shall only use the Premises as set forth in Section 1.15.

5.2 Tenant's Business Operations. Tenant in its use of the Premises shall comply with the Rules and Regulations and all Applicable Laws and requirements of Landlord's fire rating organization and/or any insurer under any policy affecting any part of the Premises, now or hereafter in effect, and with the requirements of the historic tax credit guidelines (a copy of which is on file at the office of Landlord and available for review upon request of Tenant) (the "Historic Tax Credit Guidelines"), the conditions of the Part II Approval, and the South Carolina state historic tax requirements and the requirements for the tax credit available under the South Carolina Textiles Communities Revitalization Act.

5.3 Prohibited Acts. Tenant covenants that neither Tenant nor Tenant's Agents will (i) place any personal property, inventory or other articles in any entry to the Premises or in any area outside of the Premises; (ii) create or maintain, or allow others to create or maintain, any nuisances, including without limitation, loud noises, sound effects, offensive odors and smoke or dust in or about the Premises, or any other activity that disturbs the quiet enjoyment of any other tenant in the Building; (iii) place or maintain any signs or distribute handbills in any parking area; or (iv) commit any waste.

5.4 Signage. No sign, advertisement or notice (including without limitation those of a temporary nature) visible from the exterior of the Premises shall be inscribed, affixed or displayed without Landlord's prior written consent.

5.5 Hours of Operation. Tenant will have 24 hours a day, seven days a week, 52 weeks a year access to the Premises, subject to the terms and conditions of this Lease. The normal Building hours are 8AM until 6PM Monday through Friday and 10AM until 1PM Saturdays, federal holidays excluded ("Normal Building Hours").

6. RENT AND RENT PAYMENT.

6.1 Rent. Tenant's obligation to pay Base Rent shall begin on the Commencement Date. Tenant shall pay Base Rent in monthly installments, payable on or before the first (1st) day of each calendar month, in the amount set forth in Section 1.11, except that the first (1st) installment of Monthly Base Rent payable by Tenant hereunder shall be paid with execution of this Lease by Tenant. Should the Term begin or end on other than the first or last day of a calendar month, the amount of Rent for such partial month shall be prorated.

6.2 Payment of Rent. Tenant shall pay all Rent to Landlord at the Rent Payment Address specified in Section 1.2, or at such other address as Landlord may designate from time to time. Rent shall not be withheld for any reason, and is not subject to prior notice, demand, deduction or offset. Without prejudice to Landlord's rights to declare Tenant in default for failure to make timely payments, Landlord may, at its option, accept Rent after the due date. The acceptance of Rent by Landlord at any time shall not constitute a waiver of any right of Landlord.

6.3 Late Payment Charge. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent will cause Landlord to incur administrative and other costs, the exact amount of which will be extremely difficult to ascertain. A payment by Tenant of a five (5%) percent late charge shall be due as Additional Rent for any Rent not paid when due, provided that Landlord shall waive the late charge with respect to the first (1st) late payment in any twelve (12) month period, but only if Tenant makes such payment within five (5) days after the due date. Landlord and Tenant hereby agree that such late charge represents a fair and reasonable estimate of the cost Landlord shall incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any other rights and remedies.

6.4 Additional Rent. Tenant shall pay when due all Additional Rent, and if no time frame is specified in this Lease for payment of a particular Additional Rent amount, then Tenant shall pay such Additional Rent amount within fifteen (15) days after Landlord delivers to Tenant a notice therefor.

6.5 Taxes. Tenant shall pay before delinquency to the appropriate governmental authority any and all taxes, assessments, license fees and public charges levied, assessed or imposed at any time and which become payable during the Term upon Tenant's Personal Property whether or not such assessment is made against Tenant or against Landlord, either separately or as a part of the assessment of the Property, and whether any such item was installed by Landlord or Tenant.

7. REAL ESTATE TAXES AND OPERATING CHARGES.

7.1 (a) Commencing January 1, 2017 (the "Passthrough Start Date"), Tenant shall also pay as Additional Rent (i) Tenant's Proportionate Share of the amount by which the Operating Charges (as defined in Section 7.1(b)) incurred during each calendar year falling entirely or partly within the Term exceed the Operating Charges incurred in the Base Year, (ii) Tenant's Proportionate Share of the amount by which the Real Estate Taxes (as defined in Section 7.1(c)) incurred during each calendar year falling entirely or partly within the Term exceed the Real Estate Taxes incurred in the Base Year, and (iii) Tenant's Office Expense Share of the amount by which the Office Expenses (as defined in Section 7.1(d)) incurred during each calendar year falling entirely or partly within the Term exceed Office Expenses incurred during the Base Year. Tenant's Proportionate Share and Tenant's Office Expense Share shall increase or decrease to reflect increases or decreases in (x) the rentable square footage of the Premises, or (y) the total of all office space or retail space in the Building (whether by changing office space to retail space or common area, or vice versa, or otherwise).

(b) "Operating Charges" shall mean all costs and expenses incurred by Landlord in the ownership, operation, maintenance, repair and protection of the Project, including without limitation all of the following, as applicable: (1) electricity, gas, water, sewer and other utility charges of every type and nature; (2) premiums and other charges for insurance (including, but not limited to, property insurance, rent loss insurance and liability insurance); (3) all management fees incurred in the management of the Project (not to exceed five percent (5%) of gross revenue for the Project); (4) all costs incurred in connection with service and maintenance contracts; (5) maintenance and repair expenses and supplies; (6) amortization (calculated over the useful life of the improvement, with interest at Landlord's

cost of funds or (if the improvement is not financed) at the prime rate reported in The Wall Street Journal) for capital expenditures made by Landlord for the purpose of complying with legal or insurance requirements or that are intended to result in a net decrease (or reduction in increase) in Operating Charges; (7) salaries, wages, benefits and other expenses of Project personnel; (8) legal fees (except as excluded below), administrative expenses, and accounting, architectural and other professional fees and expenses; (9) costs of any service not provided to the Project on the Commencement Date but thereafter provided by Landlord in the prudent management of the Project; (10) charges (if any) for concierge, security, janitorial and cleaning services and supplies furnished to the Project; (11) costs associated with the provision or operation of any common facilities and service amenities; (12) the cost of maintaining management, engineering and/or maintenance offices in the Building (including the fair market rental value of the space devoted to such uses); (13) any personal property tax payable with respect to Landlord's property located at the Project that is used in connection with the maintenance, repair, or operation of the Project; and (14) costs incurred in implementing and operating any program to provide transportation between the Building and parking facilities serving the Building. Operating Charges shall not include (A) interest and amortization of mortgages or any other encumbrances; (B) ground rent (other than "net" elements of rent under a ground lease, such as maintenance and utility expenses, that would be included in Operating Charges in the absence of such ground lease); (C) depreciation of the Building; (D) income, franchise or other taxes imposed or measured by the net income of Landlord from the operation of the Building; (E) costs of preparing, improving or altering space for any new or renewal tenant; (F) leasing commissions; and (G) legal fees incurred in disputes with tenants or in connection with the sale, financing or leasing of the Building.

(c) "Real Estate Taxes" shall mean (1) all real estate taxes, including general and special assessments (including any business improvement district assessments), if any, which are imposed upon Landlord in connection with its ownership of the Building or assessed against the Building and/or the land upon which the Building is located (the "Land"), (2) any other present or future taxes or governmental charges that are imposed upon Landlord in connection with its ownership of the Building or assessed against the Building and/or the Land which are in the nature of or in substitution for real estate taxes, including any tax levied on or measured by the rents payable by tenants of the Building, and (3) Landlord's expenses (including reasonable or customary attorneys' and appraisers' fees) incurred in reviewing, protesting or seeking a reduction of Real Estate Taxes. Real Estate Taxes shall not include (i) capital stock, net income, franchise, documentary stamp, state transfer or gift taxes imposed upon Landlord, or (ii) interest (other than in connection with allowed installment payments) or penalties imposed for late payment by Landlord.

(d) "Office Expenses" shall mean the cost (including maintenance and repair of systems and equipment) of providing (i) electricity and water service to the office areas of the Building, (ii) HVAC service to the office areas of the Building, (iii) janitorial and cleaning service for the office areas of the Building, (iv) elevator service to the Building, (v) office interior repairs and maintenance, (vi) locks and keys, and (vii) any other expense primarily relating to or intended to benefit only the office areas of the Building.

7.2 (a) If the average occupancy rate for the Building during any calendar year (including the Base Year) is less than ninety-five percent (95%), or if any tenant is separately paying for any work or service (the cost of which would be included in Operating Charges if performed by Landlord), then Operating Charges for such calendar year shall be deemed to include all additional expenses, as reasonably estimated by Landlord, which would have been incurred during such calendar year if such average occupancy rate had been ninety-five percent (95%) and if Landlord paid for such work or service.

(b) If the average occupancy rate for the office areas of the Building during any calendar year (including the Base Year) is less than ninety-five percent (95%), or if any office tenant is separately paying for any expenses or for any work or service (the cost of which would be included in Office Expenses if performed or paid by Landlord), then Office Expenses for such calendar year shall be deemed to include all additional expenses, as reasonably estimated by Landlord, which would have been incurred during such calendar year if such average occupancy rate had been ninety-five percent (95%) and if Landlord paid for such expense or work or service.

(c) If during any calendar year (including the Base Year) the Building is not assessed during the entire calendar year as a fully constructed building with a vacancy no greater than a typical market vacancy (as used by the Charleston County tax assessor's office), then Real Estate Taxes for such calendar year shall be adjusted to equal the Real Estate Taxes that would have been levied on the Building during such calendar year if the Building had been assessed as a fully constructed building with a typical market vacancy (as used by the Charleston County tax assessor's office) for the entirety of such calendar year.

(d) In making the "gross ups" pursuant to Section 7.2(a) and Section 7.2(b), (i) only expenses which vary according to occupancy shall be adjusted, and (ii) in no event shall Landlord collect more than one hundred percent (100%) of Operating Charges, Office Expenses and Real Estate Taxes.

7.3 (a) Tenant shall make estimated monthly payments to Landlord on account of the increases in Operating Charges, Real Estate Taxes and Office Expenses that are expected to be incurred during each calendar year. From time to time, Landlord will submit a statement to Tenant setting forth Landlord's reasonable estimate of such increases and Tenant's Proportionate Share and Tenant's Office Expense Share thereof. Tenant shall pay to Landlord on or before the first day of each month following receipt of such statement, until Tenant's receipt of the succeeding annual statement, an amount equal to one-twelfth (1/12) of such share (estimated on an annual basis without proration pursuant to Section 7.4).

(b) Following the end of each calendar year, Landlord shall submit a statement showing (1) Tenant's Proportionate Share of the amount by which Operating Charges and Real Estate Taxes incurred during the preceding calendar year exceed the Operating Charges and Real Estate Taxes incurred in the Base Year, (2) Tenant's Office Expense Share of the amount by which Office Expenses incurred during the preceding calendar year exceed Office Expenses for the Base Year, and (3) the aggregate amount of estimated payments made by Tenant on account of such calendar year. Such statement shall include a reasonable breakdown of the components of Operating Charges, Real Estate Taxes and Office Expenses. If such statement indicates that the aggregate amount of such estimated payments made by Tenant exceeds Tenant's actual liability, then Tenant shall deduct the net overpayment from its next monthly rental payment. If such statement indicates that Tenant's actual liability exceeds the aggregate amount of such estimated payments made by Tenant, then Tenant shall pay the amount of such excess with the next monthly rental payment. The statement of Operating Charges, Real Estate Taxes and Office Expenses submitted by Landlord under this Section 7.3(b) shall become binding and conclusive if not contested by Tenant within sixty (60) days after it is rendered.

7.4 If the Passthrough Start Date occurs, or the Term expires, on a day other than the first day or the last day of a calendar year, respectively, then Tenant's liability for Tenant's Proportionate Share of Operating Charges and Real Estate Taxes incurred during each such calendar year and Tenant's Office Expense Share of Office Expenses incurred during such calendar year shall be apportioned by multiplying the amount of Tenant's liability therefor for the full calendar year by a fraction, the numerator of which is the number of days during such calendar year from and after the Passthrough Start Date falling within the Term, and the denominator of which is 365. Landlord reserves the right to equitably

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allocate in good faith, and consistent with sound accounting principles accepted in the commercial real estate industry, particular expenses for amenities, services or utilities in the Building among different tenants ("Cost Pools") based upon the benefits and usage of such amenities, services or utilities, such that each tenant pays an appropriate share of such expenses.

8. UTILITIES.

Landlord, as part of Operating Charges, shall provide (i) electricity sufficient for the Building Standard Electrical Capacity, (ii) normal amounts of water and sewage disposal, and (iii) during Normal Building Hours, base Building HVAC in accordance with Exhibit B-1. Tenant shall be responsible for all service costs and installations of all telephone or data services, and Landlord shall have no responsibility or liability with respect thereto. Landlord shall not be liable for the failure of operation of any utility services, nor shall any such failure be construed as an eviction of Tenant or relieve Tenant from Tenant's obligations under this Lease, provided that if any interruption or cessation of any Landlord Utility occurs and is within Landlord's reasonable control, extends for five (5) consecutive business days, renders the Premises untenantable, and as a result thereof Tenant ceases business operations in the Premises, then Base Rent and Additional Rent for Operating Charges, Office Expenses and Real Estate Taxes shall abate thereafter until such Landlord Utility is restored (or Tenant recommences business operations in the Premises, if earlier).

Landlord shall provide HVAC service after Normal Building Hours, so long as Tenant delivers to Landlord written notice by 1:00 p.m. on weekdays for after-hours service on the next workday, by 1:00 p.m. on the day before a holiday for service on a holiday, and by 1:00 p.m. Friday for after-hours service on Saturday or for service on Sunday. Tenant shall pay for such after-hours HVAC service at the Building rate in effect from time to time.

If, in Landlord's reasonable opinion, Tenant uses any utility (other than electricity, which is provided for below in this Section 8) in excess of what a typical office user would use during Normal Building Hours or in an unreasonable manner, Landlord may install meters measuring the quantity of such utility used in the Premises and Tenant on demand shall pay Landlord, as Additional Rent, (i) all costs incident to said installation and necessary appurtenances thereto and (ii) the amount by which the cost of the utility used exceeds the amount Landlord reasonably budgets for Tenant's use. In "reasonably budgeting" for Tenant's use, Landlord shall be entitled to assume normal and customary office use consumption during Normal Building Hours.

In addition, Landlord may require that one or more separate meters be installed to record the consumption or use of electricity, or shall have the right to cause a reputable independent electrical engineer to survey and determine the quantity of electricity consumed by any excessive use. The cost of any such survey or meters and of installation, maintenance and repair thereof shall be paid for by Tenant, and if the usage exceeds Building Standard Electrical Capacity, then Landlord, at Tenant's expense (to be reimbursed as Additional Rent) may install a meter or submeter measuring such usage. Tenant agrees to pay Landlord (or the utility company, if direct service is provided by the utility company), promptly upon demand therefor, for all such electric consumption and demand as shown by said meters, or a flat monthly charge determined by the survey, as applicable, at the rates charged for such service by the local public utility company.

9. MAINTENANCE AND REPAIR OF PREMISES.

Tenant shall at all times keep the Premises and all improvements, fixtures, equipment and appurtenances therein clean and in good order, condition and repair, including periodic painting, and shall not cause or permit any waste, injury or damage thereto. Landlord shall maintain the exterior and

structural components of the Building and Common Areas in good operating order and repair, provided, however, Tenant shall reimburse Landlord for the cost incurred by Landlord to maintain, repair and replace any of the foregoing if and to the extent the need therefor is caused by the actions or negligence of Tenant or Tenant's Agents.

10. PARKING.

Landlord shall ensure that Tenant will have available to it zero (0) parking permits on the Property and, subject to this Section 10, two (2) parking permits on other parcels within reasonable proximity to the Property during Normal Building Hours (the "Required Parking"). The Required Parking shall be paid for by Tenant at the then current prevailing rate (reserved or non-reserved, as applicable) as such rate may vary from time to time. The initial charge for such parking permits shall be \$0.00. Subject to availability, Tenant shall have the option to obtain additional parking permits on the Property and/or on other parcels within reasonable proximity to the Property as determined by Landlord in its sole discretion during Normal Building Hours to be paid for by Tenant at the rate of Seventy Five and NO/100 Dollars (\$75.00) per permit per month for Months 1-12. If Tenant fails to request any of such permits within thirty (30) days after the Commencement Date, or fails to continuously use any such permits throughout the Term, then Tenant shall have no further rights to such permits. If Tenant does not timely pay the charges for said parking permits, Tenant shall have no further right to such parking permits, and parking for such vehicles shall be subject to the daily rates then in effect. The use of such parking permits shall be subject to all rules and regulations reasonably adopted by Landlord, or adopted by the owner of such other parcel(s). Tenant, its agents, employees and invitees shall park only in areas designated by Landlord, and shall comply (and shall cause its employees to comply) with Landlord's reasonable parking directions. Without Landlord's prior written consent, there shall be no overnight parking of any vehicles of any kind. Landlord shall have the right from time to time to reserve parking spaces on the surface parking lot of the Property for other users or invitees of the Building. If for any reason Landlord's parking contract with the City of Charleston or any other owner is terminated, then Landlord shall use commercially reasonable efforts to replace such lost permits with other off-site parking permits in locations within reasonable proximity to the Property, and not then owned, controlled or contracted for by Landlord. Landlord shall not be liable for any Claims due to any reduction or relocation of off-site parking spaces, nor shall any reduction or relocation of off-site parking spaces affect Tenant's obligations under this Lease.

11. SUBORDINATION AND ESTOPPEL CERTIFICATES.

11.1 Subordination. The rights of Tenant shall be and remain subordinate to the lien of and rights under any current or future Mortgage or ground or master lease affecting the Premises and/or the Property during the Term, and any renewal or modification thereto. This subordination shall be effective without the necessity of any additional document being executed by Tenant; however, if requested by Landlord or any Mortgagee, Tenant shall execute and deliver within ten (10) days after such request in the form requested by Landlord, or any Mortgagee (provided such form is commercially reasonable), any additional documents evidencing the priority or subordination of this Lease with respect to the lien of any such Mortgage. Tenant's failure to timely execute and deliver any such subordination document shall be deemed Tenant's agreement to the provisions of such document. If Landlord's interest in the Premises is acquired by any Mortgagee or its designee, or in the event any foreclosure or in the event a conveyance in lieu of foreclosure is made for any reason, Tenant shall, notwithstanding any subordination and upon the request of the resulting successor-in-interest to Landlord, attorn to and become the tenant of such successor-in-interest and recognize such successor-in-interest as the Landlord under this Lease. In such event and provided that Tenant is not in default, this Lease shall not terminate so far as the Tenant continues to pay the Rent required by this Lease and otherwise performs and observes

all of the terms, covenants, conditions and provisions of this Lease to be performed and observed by or on behalf of Tenant.

Tenant agrees that upon such attornment to such successor-in-interest, such successor-in-interest shall not be (1) bound by any payment of Base Rent or Additional Rent for more than one (1) month in advance, (2) bound by any assignment and subletting (for which Landlord's consent is required) or amendment to this Lease made without the written consent of the Mortgagee, (3) liable for any act or omission or warranty of any prior landlord (including Landlord), (4) liable for (a) the breach of any representation or warranty made by any prior landlord (including Landlord), (b) any obligation relating to construction of improvements by any prior landlord (including Landlord), or (c) any release of Hazardous Materials not caused by such successor-in-interest after such attornment, (5) liable for return of the Security Deposit, except to the extent the Security Deposit has actually been received by the Mortgagee or successor-in-interest, or (6) subject to any offsets or defenses which Tenant might have against any prior landlord, provided, however, that after succeeding to Landlord's interest under this Lease, such successor-in-interest shall perform in accordance with the terms of this Lease all obligations of Landlord arising after the date such successor-in-interest acquires title to the Building.

Tenant waives the provisions of any law or regulation, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event that any such foreclosure or termination or other proceeding is prosecuted or completed. Anything contained in the provisions of this Section 11.1 to the contrary notwithstanding, any Mortgagee may at any time subordinate the lien of its mortgage to the operation and effect of this Lease without obtaining the Tenant's consent thereto, by giving the Tenant written notice thereof, in which event this Lease shall be deemed to be senior to such mortgage without regard to their respective dates of execution, delivery and/or recordation among the land records and thereafter such Mortgagee shall have the same rights as to this Lease as it would have had, were this Lease executed and delivered before the execution of such mortgage.

Upon any default on the part of Landlord, Tenant shall give notice by registered or certified mail to any Mortgagee who has provided Tenant with notice of its interest together with an address for receiving notice, and shall offer such Mortgagee a reasonable opportunity to cure the default (which, in no event shall be less than thirty (30) days), including time to obtain possession of the Premises by power of sale or a judicial foreclosure, if such should prove necessary, to effect a cure. Tenant hereby acknowledges that it is hereby notified that PNC Bank, National Association is (or is intended to be) the first Mortgagee and the address to which notice of any default on the part of Landlord shall be given is PNC Bank, National Association, 800 17th Street, 3rd Floor, Washington, DC 20006, Attention: Casey Brill, with a copy to PNC Bank, National Association, 500 First Avenue, 4th Floor, MS: P7-PFSC-04-V, Pittsburgh, PA 15219, Attention: Matt Koval. Tenant agrees that each Mortgagee to whom this Lease has been assigned by Landlord is an express third party beneficiary of this Lease. Tenant shall not make any prepayment of Rent more than one (1) month in advance without the prior written consent of such Mortgagee. Tenant waives any right under any present or future law to the collection of any deposit from such Mortgagee or any purchaser at a foreclosure sale of such Mortgagee's interest unless such Mortgagee or such purchaser shall have actually received and not refunded the deposit. Tenant agrees to make all payments under this Lease to the Mortgagee with the most senior encumbrance upon receiving a direction, in writing, to pay said amounts to such Mortgagee and Landlord hereby authorizes such payments without consent by Landlord (but upon notice to Landlord, such notice to contain a copy of the Mortgagee's written direction for direct payment) and waives any rights to such amounts or rights or claims against Tenant therefor. Tenant shall comply with such written direction to pay without determining whether an event of default exists under such Mortgagee's loan to Landlord.

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11.2 Estoppel Certificates. Within ten (10) days after written request by Landlord or any Mortgagee, Tenant shall, from time to time, execute and deliver estoppel certificates in the form and certifying such matters with respect to this Lease, as Landlord or any such Mortgagee may reasonably request. Tenant's failure to timely execute and deliver any such estoppel certificates shall be deemed Tenant's certification of the statements in such certificate.

12. ALTERATIONS, CHANGES, AND ADDITIONS.

12.1 Consent Required. The provisions of this Section 12 do not apply to the Tenant Upfit performed by Landlord pursuant to Exhibit B-2. Tenant shall not make any Alterations to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, so long as such Alterations will not be visible from the exterior of the Premises, affect the Base Building systems or structure, or affect the Part II Approval. Any Alterations to or on the Premises shall, at the option of Landlord, remain for the benefit of and become the property of Landlord upon the expiration or termination of this Lease or be removed (at Tenant's cost and expense) with any damage resulting from such removal to be repaired by Tenant and at Tenant's cost and expense. Tenant shall not remove any Alterations without Landlord's prior written permission.

12.2 Permitted Alterations. Notwithstanding Section 12.1, and subject to the following provisions of this Section 12, Tenant may install, at its expense and without Landlord's written consent, trade fixtures, movable partitions, furniture, equipment, and other personal property and may remove the same at any time prior to the expiration or termination of this Lease, provided Tenant always maintains the Premises fully equipped and fixtured and professional in appearance. If any damage is caused to the Premises by Tenant's removal of any property, Tenant shall bear the cost of repair of such damage.

12.3 Requirements. Tenant, at its sole cost and expense, shall provide Landlord with a copy of the original or revised full-floor architectural, mechanical, electrical and plumbing plans ("Tenant's Alteration Plans") for the floor or floors on which the Alterations are to be made, revised to show Tenant's proposed Alterations. Tenant's Alteration Plans shall include a partition plan, a reflected ceiling plan and power, telephone and data outlet locations. Tenant shall deliver to Landlord two (2) full size and two (2) half-size hard copy sets, one (1) disc (CAD) plus one (1) electronic version (CAD) of Tenant's Alteration Plans in sufficient detail for Tenant to obtain a building or construction permit from the applicable governmental authorities. Approval by Landlord of Tenant's Alteration Plans shall not constitute implication, representation or certification by Landlord that Tenant's Alteration Plans are accurate, sufficient, efficient, or in compliance with insurance requirements or applicable Laws, including building code compliance and the ADA, the responsibility of which belongs solely with Tenant.

All work performed by or on behalf of Tenant in or about the Premises shall be done in compliance with all Applicable Laws, in a good and workmanlike manner and, once started, diligently prosecuted to completion. All contractors or subcontractors performing Alterations shall be subject to Landlord's prior written approval. Tenant and all contractors and subcontractors performing Alterations shall comply with Landlord's reasonable site rules and construction directions in effect from time to time. Tenant and any contractors or subcontractors of Tenant shall carry any insurance. Landlord may reasonably require (including as specified in Exhibit E) covering any Alterations and related work, and deliver to Landlord evidence thereof prior to commencement of construction. Copies of required building permits or authorizations shall be obtained by Tenant at its expense and copies thereof shall be provided to Landlord prior to commencement of construction. No locks shall be installed on the entrance doors or in any doors in the Premises that are not keyed to the Building master key system. Tenant shall pay to Landlord a construction supervisory fee in an amount equal to the greater of One Thousand Dollars (\$1,000.00) or two percent (2%) of the cost of any Alterations, as Additional Rent due and payable within

thirty (30) days after Landlord approves such Alterations. In addition, Tenant agrees that any costs incurred by Landlord to consult its architects, engineers or other consultants, prior to giving its consent, shall be Additional Rent due and payable by Tenant to Landlord within thirty (30) days after rendition of a bill therefor. Tenant shall reimburse Landlord for the cost of the Building engineer's time and services provided after Normal Building Hours in connection with Alterations and any other reasonable costs actually incurred by Landlord in connection with the Alterations, as Additional Rent due and payable within thirty (30) days after Landlord delivers an invoice(s) therefor. Landlord shall not be liable for any damages or losses caused by Tenant's contractors, and Tenant agrees to pay any and all expenses, claims or damages to person or property which may arise directly or indirectly by reason of making any Alterations.

12.4 Liens. Tenant shall not permit any mechanics', materialmen's or other liens to be filed against the Premises, any portion of the Property, nor against Tenant's leasehold interest for work done by or on behalf of Tenant. If any such lien is filed against the Premises, the Building or the Property for work claimed to have been done for Tenant or materials claimed to have been furnished to Tenant, Tenant, at its sole cost and expense, within ten (10) days, shall discharge the same (either by payment or by "bonding off" in accordance with SC Code section 29-5-110, as amended). If Tenant fails to timely discharge any such lien, Landlord may, at its option, discharge the same and treat the cost thereof as Additional Rent, due and payable by Tenant upon demand by Landlord.

12.5 Historic Tax Credit Guidelines. The foregoing, or anything else contained herein to the contrary notwithstanding, any and all Alterations and other improvements performed (including, without limitation, signage) by or on behalf of Tenant must comply with the requirements of the Historic Tax Credit Guidelines including, but not limited to, the following:

(a) No Alterations, improvements and/or additions shall be made to the exterior face of the Building, including but not limited to all window and door systems, exterior masonry walls, loading docks and existing roof systems.

(b) No Alterations, improvements and/or additions shall be made to the existing historic interior shell surfaces and finishes and under no condition shall new interior Tenant Alterations, improvements and/or additions be attached to the existing historic interior surfaces in such a manner that will permanently alter those surfaces such that the removal of those Tenant Alterations, improvements and/or additions will permanently damage the original historic surfaces.

12.6 Equipment. Any equipment desired by Tenant (such as supplemental air conditioning units) in excess of the base Building equipment specified in the Core and Shell Specifications set forth on Exhibit B-1 shall be installed by Tenant at its expense (or at Landlord's option, in its sole discretion, by Landlord at Tenant's expense, such expense not to exceed what Tenant would have paid for purchase and installation of the equipment) and subject to Landlord's prior written approval. Tenant shall not install any equipment or machinery which may cause Tenant's electrical consumption in the Premises to exceed the Building Standard Electrical Capacity, or which may necessitate any changes, replacements or additions to, or in the use of, the water, heating, plumbing, air conditioning or electrical systems of the Building, or which would overload existing circuitry, without obtaining the prior written consent of Landlord. All supplemental HVAC units serving the Premises (if approved by Landlord) shall be separately metered or submetered for electricity and chiller/condenser water usage (if provided by Landlord) by Tenant at its expense. If metered, Tenant shall pay such electric charges directly to the applicable utility. If submetered, Landlord shall bill Tenant periodically based upon the actual consumption of electricity as recorded by such submeter, and Tenant shall pay the amount of each such bill as Additional Rent within fifteen (15) days after delivery from time to time. Tenant at its expense shall obtain all required BAR approvals for its equipment.

Additionally, Tenant shall not install or operate in the Premises any electrically operated equipment or machinery that operates on greater than 120 volt power without the prior written consent of Landlord. Landlord may condition such consent upon the payment by Tenant of additional rent in compensation for the cost of any additional wiring or apparatus that may be occasioned by the operation of such equipment or machinery. Any individual piece of electrically operated machinery or equipment having a name plate rating in excess of two (2) kilowatts shall be deemed as requiring excess electric current, and shall be separately metered by Tenant and operated at Tenant's sole expense.

If Tenant's equipment results in electrical demand in excess of the Building Standard Electrical Capacity, or which would overload existing circuitry, additional transformers, distribution panels, wiring and other equipment (including submetering equipment) may be required and, if so required and if first consented to by Landlord, the same shall be installed by Landlord at Tenant's expense, said expense being an item of Additional Rent due ten (10) days after rendition of a bill therefor. No such equipment so installed shall be deemed to be Tenant's Personal Property. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building to such a degree as to be objectionable to Landlord or to any tenant in the Building shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to reduce such noise and vibration to a level reasonably satisfactory to Landlord. Tenant shall maintain service contracts upon any mechanical systems installed in the Premises by or for Tenant, with contractors reasonably approved by Landlord, and shall deliver to Landlord copies of any such service contracts. In no event shall Tenant install any equipment that does not comply with the requirements of the Historic Tax Credit Guidelines.

12.7 Floor Loads. Landlord shall have the right to prescribe the maximum weight and position of safes and other heavy equipment or fixtures that Tenant desires to install in the Premises, and any consulting fees or other expenses incurred by Landlord regarding same will be at Tenant's expense, the same to be paid as Additional Rent within thirty (30) days after the rendition of a bill therefor.

12.8 Cabling. All wiring, cabling or conduit and/or cable bundles installed in the Premises or the Building by or at the request of Tenant shall: (a) be plenum rated and/or have a composition suited for its use in accordance with NFPA 70/National Electrical Code; (b) be "low combustible" cable or wiring, as applicable; (c) be labeled with Tenant's name and the use to which such wiring or cabling, as applicable, is being put every thirty (30) linear feet (and at the point of origination and destination as well) in order to identify such cabling or wiring as belonging to Tenant, (d) be installed in accordance with, and comply with the requirements of, the EIA/TIA standards, the National Electric Code and any other fire and safety codes applicable to the Building, and (e) be installed and routed in accordance with a routing plan, approved in writing by Landlord, prior to installation, showing "as built" or "as installed" configurations or cable pathways, outlet identification numbers, locations of all wall, ceiling and floor penetrations, riser cable routing and conduit routing if applicable. In all events Tenant shall remove its cabling at the end of the Term.

13. ENTRY BY LANDLORD.

Landlord, Landlord's Agents and any Mortgagee (including PNC Bank, National Association) shall have the right, but not the duty, to enter the Premises at reasonable times to inspect the Premises, to take samples and conduct environmental investigations, to post notices of non-responsibility and similar notices and signs indicating the availability of Premises for sale, to show the Premises to interested parties such as prospective lenders and purchasers, to make Alterations, run conduit, lines or piping to service other areas, or perform maintenance, replacement and repairs, to perform Tenant's obligations as permitted herein when Tenant has failed to do so, all without liability to Tenant. Such entry by Landlord

(or Landlord's Agents or Mortgagee) shall be conducted in a manner such as to minimize disturbance to Tenant's business operations, provided that Landlord shall not be required to conduct such entry after Normal Building Hours. Landlord (or Landlord's Agents or Mortgagee) shall give Tenant reasonable notice of any entry, except no notice shall be required in the event of an emergency, or routine maintenance or janitorial service. Within one hundred eighty (180) days before the expiration of the Term or during the pendency of an uncured Event of Default, Landlord (or Landlord's Agents or Mortgagee) may place upon the Property reasonable signs indicating the availability of Premises for lease and may show the Premises to prospective tenants provided that such showings do not unreasonably interfere with Tenant's business operations. Landlord, Landlord's Agents and any Mortgagee shall at all times have the right to retain a key which unlocks all of the doors in the Premises, excluding Tenant's vaults and safes. Landlord, Landlord's Agents and any Mortgagee shall have the right to use any and all means which Landlord may deem proper in an emergency to obtain entry to the Premises.

14. ASSIGNMENT AND SUBLETTING.

14.1 Consent Required.

(a) Tenant shall not, without the prior written consent of Landlord in each instance, (i) assign or otherwise transfer, mortgage or otherwise encumber this Lease or any of its rights hereunder (any of the foregoing in this clause (i) shall be deemed to be, and shall hereinafter be referred to as, an "Assignment," and the respective third party an "Assignee"), (ii) sublet the Premises or any part thereof, or permit the occupancy or use of the Premises or any part thereof (whether by sublease, license, concession or otherwise) by any persons other than Tenant, its agents or employees (any of the foregoing in this clause (ii) shall be deemed to be, and shall hereinafter be referred to as, a "Subletting," and the respective third party a "Subtenant"), or (iii) permit an Assignment by operation of law. Subject to the following provisions of this Section 14.1(a), and so long as there is no uncured Event of Default, Landlord's consent to a proposed Assignment or Subletting shall not be unreasonably withheld, conditioned or delayed. In determining whether to grant or withhold its consent, Landlord shall be entitled to consider, without limitation as to the generality of the foregoing, factors such as the compatibility and synergy of the proposed subtenant or assignee with other uses and users of the Building, the aims and goals of the Building and its marketability to prospective tenants for space in the Building which might be adversely affected by such Subtenant or Assignee, whether such Subtenant or Assignee will harm existing financing of the Building or the prospects for future financing of it, and the creditworthiness and financial capabilities of such Subtenant or Assignee. Any Assignment or Subletting of this Lease or the Premises or any portion thereof, either voluntarily or involuntarily, whether by operation of law or otherwise without the prior, written consent of Landlord shall be null and void and shall, at Landlord's election, constitute an Event of Default under this Lease. Landlord's acceptance or collection of rent from any Assignee or Subtenant shall not be construed as a consent to or acceptance of such Assignee or Subtenant.

(b) If Tenant is a corporation, partnership, limited liability company or other entity ("Entity"), the transfer by sale, assignment, bequest, inheritance or operation of law or other disposition of any part or all of its ownership interests, or the ownership interests of any Entity owning ownership interests in Tenant representing effective voting control of Tenant, so as to result in a change in the present effective voting control of Tenant or of such other Entity by the individual or individuals owning a majority of such ownership interests on the date of this Lease shall be deemed an Assignment subject to the provisions of this Section 14; provided, however, that this paragraph shall not apply if Tenant or such other Entity is a publicly traded corporation.

(c) If at any time Tenant wants to Assign this Lease or Sublet all or part of the Premises, then Tenant shall deliver to Landlord written notice thereof (the "Transfer Request Notice").

Each Transfer Request Notice shall identify (i) the name of the proposed Assignee or Subtenant, (ii) the area proposed to be Sublet (the "Proposed Sublet Space") for a proposed subletting of a portion of the Premises; (iii) the term and economic provisions of the proposed transaction, (iv) a description of the relevant retail experience of the proposed Assignee or Subtenant, and (v) current financial statements of the proposed Assignee or Subtenant (certified by its chief financial officer) including without limitation income statement, balance sheet and cash flow statement.

If Tenant delivers a Transfer Request Notice, then Landlord shall have the right to terminate this Lease (or terminate this Lease with respect to the Proposed Sublet Space, as applicable). Landlord may exercise such right only by sending Tenant written notice (the "Recapture Notice") within twenty (20) days after Landlord's receipt of the Transfer Request Notice. If Landlord timely delivers the Recapture Notice, then (1) Tenant shall tender the Premises (or Proposed Sublet Space, as applicable) to Landlord on a date specified in Landlord's notice (not less than thirty (30) days nor more than sixty (60) days after the date of such notice), and (2) the Lease Term shall terminate (or terminate with respect to the Proposed Sublet Space, as applicable) on such specified date.

If Landlord does not timely deliver a Recapture Notice, then Tenant shall be entitled to seek an acceptable Assignee, or Subtenant for the Proposed Sublet Space, for a sublease term no longer than that set forth in the Transfer Request Notice. If such an Assignee or Subtenant acceptable to Landlord has not been found by Tenant and submitted for Landlord's approval within one hundred eighty (180) days from the date of the most recent Transfer Request Notice, Tenant shall not be entitled to enter into any Assignment or Sublease without first submitting a new Transfer Request Notice to Landlord and affording Landlord an opportunity to exercise termination rights as set forth in this Section 14.1(c).

(d) If Landlord gives Tenant its consent to an Assignment or Subletting of all or a portion of the Premises to a third party, then fifty percent (50%) of any Rent or other payment due to Tenant as the result of any such Assignment or Subletting which is in excess of the Rent then payable by Tenant under the Lease shall be paid by Tenant to Landlord, monthly, as Additional Rent. During the term of such Assignment or Subletting, Tenant, within fifteen (15) days after the end of each quarter-annual period, shall provide Landlord with quarterly statements, certified by Tenant's chief financial officer, stating the amounts received by Tenant from such Assignment or Subletting during such quarter-annual period.

14.2 Generally. If Landlord consents to any Assignment or Subletting, such consent shall not constitute a waiver of any of the restrictions of this Section 14, which shall apply to each successive Assignment of this Lease or Subletting of the Premises (or portion of the Premises), if any. In no event shall Landlord's consent to an Assignment or Subletting or collection of rent from an Assignee or Subtenant (i) affect the continuing primary liability of Tenant or any Guarantor (which, following Assignment, shall be joint and several with the Assignee(s)), or relieve Tenant or any Guarantor of any its obligations hereunder, or (ii) relieve Tenant or any Assignee or Subtenant from the obligation of obtaining Landlord's prior written consent to any further Assignment or Subletting. If Landlord consents to an Assignment under this Section 14, such Assignment shall not be effective until the Assignee executes and delivers to Landlord an agreement, in form and substance reasonably satisfactory to Landlord, whereby the Assignee assumes all of Tenant's obligations pursuant to this Lease, and whereby the Assignee agrees that the provisions contained in this Lease shall, notwithstanding such Assignment, continue to be binding upon it with respect to all future Assignments. If Landlord consents to a Subletting under this Section 14, such Subletting shall not be effective until the Subtenant executes and delivers to Landlord a sublease consent agreement in form and substance satisfactory to Landlord. Tenant hereby collaterally assigns to Landlord any rent due from any Assignee or Subtenant as security for Tenant's performance of its obligations pursuant to this Lease. Tenant authorizes each such Assignee and Subtenant to pay such rent directly to Landlord if such Assignee or Subtenant receives written notice from

Landlord stating that an Event of Default exists under this Lease and specifying that such rent shall be paid directly to Landlord. Any such payments made by any Assignee or Subtenant shall be credited against the monthly amounts owed by Tenant under this Lease. Each Sublease shall provide that, at Landlord's election, the Subtenant agrees to attorn to Landlord or enter into a direct lease with Landlord on the same terms as the Sublease in the event this Lease is terminated by reason of an Event of Default by Tenant. All restrictions and obligations imposed pursuant to this Lease on Tenant shall be deemed to extend to any Subtenant or Assignee, and Tenant shall cause such persons to comply with all such restrictions and obligations.

Tenant shall be responsible for any reasonable costs and expenses, including reasonable legal fees, incurred by Landlord in connection with any proposed or purported Assignment or Subletting, whether or not such Assignment or Subletting is actually concluded; such costs and expenses shall be Additional Rent due at the time and as a condition of Landlord's consent to such Assignment or Subletting.

Anything contained in the foregoing provisions of this Section 14 to the contrary notwithstanding, neither Tenant nor any other person having an interest in the possession, use, occupancy or utilization of the Premises shall enter into any Assignment or Subletting for use, occupancy or utilization of the Premises or any portion thereof (i) by a governmental entity or a person or entity enjoying sovereign or diplomatic immunity; (ii) as a classroom or other use (including food preparation or cafeteria uses) which, in Landlord's sole opinion, may attract a volume, frequency or type of visitor or employee to the Building which is not consistent with the standards of a high-quality office building; or (iii) by any occupant of the Building or any party with whom Landlord is then negotiating to occupy space within the Building or has conducted such negotiations within the six (6) month period prior to such proposed assignment or subletting.

14.3 Transfer of the Premises by Landlord. Upon any conveyance of the Premises or assignment by Landlord of this Lease, Landlord shall be and is hereby entirely released from all liability under any and all of its covenants and obligations contained in or derived from this Lease from actions or inactions occurring after the date of such conveyance or assignment, and Tenant agrees to attorn to any entity purchasing or otherwise acquiring Landlord's interest in the Premises or this Lease.

15. DEFAULT AND REMEDIES.

15.1 Tenant's Default. At the option of Landlord, a default under this Lease by Tenant shall exist if any of the following events occur (each is called an "Event of Default"): (a) Tenant fails to pay Rent, or any payment required by this Lease, when same is due; provided, however, that Landlord shall not exercise its remedies with respect to the first (1st) late payment in any twelve (12) month period, unless such failure continues for five (5) days after Landlord delivers to Tenant notice of such non-payment; (b) Tenant vacates or abandons all or substantially all of the Premises; (c) Tenant is dismissed or expelled from the Premises by or under any authority other than Landlord and is not reinstated to the Premises within ten (10) days thereafter; (d) Tenant or any Guarantor files a voluntary petition or institutes any proceedings in bankruptcy or under any insolvency laws seeking to effect a reorganization or a composition with its creditors; (e) any bankruptcy or insolvency proceedings are commenced against Tenant or any Guarantor, a receiver or trustee is appointed for the assets of Tenant or any Guarantor; or Tenant's leasehold estate is taken on execution or by any process of law and such actions are not stayed or dismissed within thirty (30) days of the filing thereof; (f) Tenant fails to comply with the provisions of Section 5, Section 11, Section 14 or Section 16 and such failure continues for three (3) business days after Landlord delivers notice thereof to Tenant; (g) Tenant or any Guarantor is dissolved or liquidated; or (h) Tenant fails to observe or perform any other provision under this Lease and such failure is not cured within ten (10) days after delivery of written notice thereof to Tenant, provided,

however, if the nature of Tenant's obligation is such that more than ten (10) days are required for its performance, then Tenant shall not be deemed in default if it shall commence such performance within such ten (10) day period and thereafter diligently prosecutes the same to completion, provided in all events that such default is cured within sixty (60) days from the date of Landlord's notice, and provided further that Tenant delivers to Landlord written reports, no less frequently than weekly, specifying in detail Tenant's diligent efforts to cure the default and the estimated date of cure. The notices required by this Section 15.1 shall be in lieu of, and not in addition to, and Tenant hereby waives any notice to quit or other notice required under law.

15.2 Landlord's Remedies. Upon the occurrence of an Event of Default, then, in addition to and without waiving any other rights and remedies available to Landlord in law or in equity or otherwise provided in this Lease, Landlord may, at its option, cumulatively or in the alternative exercise the following remedies:

(a) Landlord may terminate this Lease or terminate Tenant's right to possession of the Premises, in which case this Lease (or Tenant's right to possession of the Premises, as applicable) shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. No act by Landlord other than giving written notice to Tenant of Landlord's election to terminate this Lease or Tenant's right to possession of the Premises shall terminate this Lease (or Tenant's right to possession of the Premises, as applicable). Termination of this Lease or Tenant's right to possession of the Premises shall not relieve Tenant of any obligation under this Lease that has accrued prior to the date of such termination nor of the obligation for Rent that would have accrued but for such termination. Upon such termination, Landlord shall have the right to re-enter the Premises, and remove all persons and property, and Landlord shall also be entitled to recover from Tenant:

(i) The worth at the time of the award of any unpaid Rent which had been earned at the time of termination;

(ii) The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of the award exceeds the amount of the loss of such Rent that Tenant proves could have been reasonably avoided;

(iii) The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of the award exceeds the amount of the loss of such Rent that Tenant proves could have been reasonably avoided;

(iv) Any other amount required to compensate Landlord for damages incurred by Tenant's failure to perform its obligations under this Lease including, but not limited to, the cost of recovering possession of the Premises, commissions and other expenses of reletting, including repair, renovation, improvement and alteration of the Premises for a new tenant, the unamortized portion of any brokerage commissions funded by Landlord in connection with this Lease, the cost of rectifying any damage to the Premises occasioned by the act or omission of Tenant and, reasonable attorneys' fees, and

(v) At Landlord's election, all other amounts in addition to or in lieu of the foregoing as may be permitted by law.

As used in subparagraphs (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest at the Applicable Rate. As used in subparagraph (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank for the District in which the Property is located at the time of the award plus one percent (1%).

(b) Landlord may elect not to terminate this Lease or Tenant's right to possession of the Premises, in which event this Lease will continue in full force and effect as long as Landlord does not terminate this Lease or Tenant's right to possession, and Landlord may continue to enforce all of its rights and remedies under this Lease, including the right to collect Rent as it becomes due. In addition, if Tenant has entered into a Subletting and Tenant defaults hereunder, Tenant hereby assigns to Landlord the rent due from any Subtenant and hereby authorizes each such Subtenant to pay said rent directly to Landlord. Tenant shall be liable immediately to Landlord for all reasonable costs Landlord incurs in reletting the Premises, including, but not limited to, reasonable brokers' commissions, reasonable expenses of cleaning and remodeling the Premises required by the reletting, reasonable attorney's fees and like costs. Reletting can be for a period shorter or longer than the remaining Term and for the entire Premises or any portion thereof. Landlord shall have no obligation to prefer the letting of the Premises over any vacant space in the Property nor to accept any replacement tenant that would result in the violation of any use restrictions in the Property, not be desirable for the Property's tenant mix, or otherwise not meet Landlord's leasing criteria. Tenant shall pay to Landlord the Rent due under this Lease on the dates the Rent is due, less the rent Landlord actually collects from any reletting. Except as provided in the preceding sentence, if Landlord relets the Premises or any portion thereof, such reletting shall not relieve Tenant of any obligation hereunder. Notwithstanding the above, no act by Landlord allowed by this Section 15.2(b) shall terminate this Lease unless Landlord notifies Tenant in writing that Landlord elects to terminate this Lease.

If judgment for possession of the Premises is entered against Tenant, and such judgment is not satisfied or appealed (with proper posting of any bond require by law and continuous and diligent prosecution of such appeal by Tenant) within ten (10) days after entry, then Tenant, on its own behalf and on behalf of all persons claiming through Tenant, including all creditors, does hereby waive any and all rights and privileges, so far as is permitted by law, which Tenant and all such persons might otherwise have under any present or future law: (i) to redeem the Premises; (ii) to reenter or repossess the Premises; or (iii) to restore the operation of this Lease, after issuance of any judgment, warrant or writ for possession by any court or judge, or any reentry by Landlord, or any expiration or termination of this Lease, whether such dispossession, reentry, expiration or termination of this Lease shall be by operation of law or pursuant to the provisions of this Lease. The words "dispossession", "reenter", "reentry" and "reentered" as used in this Lease shall not be deemed to be restricted to their technical legal meanings.

15.3 No Surrender. No act or thing done by Landlord or Landlord's Agents during the Term shall be deemed an acceptance of a surrender of the Premises and no agreement to accept a surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's Agents shall have any power to accept the keys to the Premises prior to the termination of this Lease, and the delivery of the keys to any such employee shall not operate as a termination of this Lease or a surrender of the Premises.

15.4 Landlord's Default. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it under this Lease unless and until it has failed to perform such obligation within thirty (30) days after receipt of written notice by Tenant to Landlord (and the Mortgagees of whom Tenant has been notified) specifying the nature of such default; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

15.5 Landlord's Right to Perform. If an Event of Default occurs, Landlord may (but shall not be obligated to), at Tenant's expense and without waiving or releasing Tenant from any obligation of Tenant under this Lease, make such payment or perform such other act to the extent

Landlord may deem desirable, and in connection therewith, pay expenses and employ counsel. All sums paid by Landlord and all interest and costs, including, but not limited to, collection costs and attorneys' fees incurred in connection therewith, plus ten percent (10%) of any such sums for Landlord's administrative costs, shall be due and payable by Tenant to Landlord, as an item of Rent, on demand by Landlord, together with interest thereon at the Applicable Rate from the date of such demand until paid by Tenant.

15.6 Interest on Late Payments. Should Tenant fail to pay when due any installment of Rent or any other sum payable to Landlord under the terms of this Lease on or before the due date, then interest at the Applicable Rate shall accrue from and after the due date until paid, and such interest shall be paid by Tenant to Landlord at the time of payment of the overdue sum.

15.7 Lien for Rent. Tenant grants to Landlord a lien upon and a security interest in, as security for the performance of Tenant's obligations, Tenant's existing or hereafter acquired personal property, inventory, furniture, fixtures, equipment and other tangible assets (excluding business records) which are located in the Premises. Such lien shall be in addition to all rights of distraint available under applicable law. Such lien shall be second in priority to the rights of any lender having a security interest in Tenant's Personal Property. During any period Tenant is in default under this Lease, Tenant shall not sell, transfer or remove from the Premises such personal property, inventory, furniture, fixtures, equipment and assets.

16. INDEMNITY AND INSURANCE.

16.1 Indemnification. Except to the extent caused by the negligence or willful misconduct of Landlord, its employees or agents, Tenant agrees to defend (with attorneys acceptable to Landlord in Landlord's reasonable opinion), protect, indemnify, and hold harmless Landlord, Landlord's Agents and any Mortgagee from any and all Claims arising from or related to (a) Tenant's use or occupancy (or that of Tenant's Agents) of the Premises or any portion of the Property or Common Areas; (b) any act, omission or negligence of Tenant or any of Tenant's Agents; (c) any accident, injury or damage whatsoever occurring in or at the Premises unless resulting solely from Landlord's failure to meet its maintenance and/or repair obligations under this Lease; (d) any breach or default by Tenant under this Lease; (e) all damages sustained by Landlord as a result of any holdover by Tenant in the Premises including, but not limited to, any claims by another tenant resulting from a delay by Landlord in delivering possession of the Premises to such tenant; and (f) any liens or encumbrances arising out of any work performed or materials furnished by or for Tenant, including any work Landlord may have performed or caused to be performed for Tenant for which Tenant has not paid Landlord but is obligated to. In the event Landlord, without fault on Landlord's part, is made a party to any litigation commenced by or against Tenant, then Tenant shall protect, defend, indemnify, and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation.

16.2 Tenant's Insurance. Tenant shall at all times during the Term, and at its sole expense, obtain and keep in effect the following insurance:

(a) Commercial general liability insurance against any and all claims for bodily injury and property damage occurring in or about the Premises. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and a Two Million Dollar (\$2,000,000) aggregate limit. If Tenant has other locations that it owns or leases, the policy shall include an aggregate limit per location endorsement. Such liability insurance shall be primary and non-contributory to any insurance available to Landlord and Landlord's insurance shall be excess thereto. In

no event shall the limits of such insurance be considered as limiting the liability of the Tenant under this Lease;

(b) Property Insurance insuring all equipment, trade fixtures, inventory, furniture, fixtures, plate glass and personal property located within the Premises for perils covered by the causes of loss – special form (all risk) and in addition, coverage for flood, earthquake and boiler & machinery (if applicable). Such insurance shall be written on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value of the foregoing;

(c) Worker's Compensation:

(i) State: Statutory

(ii) Employer's Liability: \$100,000 Each Accident
\$100,000 Bodily Injury by Disease
\$500,000 Bodily Injury by Disease Policy Limit;

(d) Umbrella Liability Insurance providing excess liability for items (a), (d)(ii) and (e) above. Coverage to be at least as broad as the primary program:

(i) Bodily Injury and Property Damage - \$2,000,000

(ii) General Aggregate - \$2,000,000

Aggregate limits shall apply on a per location basis; and

(e) such other insurance in such form and amounts as Landlord or Landlord's Mortgagees may reasonably require from time to time.

16.3 Deductibles. Any policy of insurance specified to be carried by Tenant pursuant to this Lease which contains a deductible in excess of Ten Thousand Dollars (\$10,000.00) per occurrence must be approved in writing by Landlord prior to the issuance of such policy. Tenant shall be solely responsible for the payment of any and all such deductibles.

16.4 Sufficiency of Coverage. Neither Landlord nor any of Landlord's Agents makes any representation that the types of insurance and limits specified to be carried by Tenant under this Lease are adequate to protect Tenant. Nothing contained herein shall limit Tenant's liability under this Lease, and Tenant's liability under any provision of this Lease, including without limitation under any indemnity provision, shall not be limited to the amount of any insurance obtained.

16.5 Insurance Requirements. Any policy of Tenant's insurance: (i) shall be in a form reasonably satisfactory to Landlord and any Mortgagee (including PNC Bank, National Association); (ii) shall be issued by insurance companies licensed and authorized to do business in the State of South Carolina which are rated "A/VIII" or better in Best's Key Rating Guide and which are determined by Landlord, as financially sound on a current basis; (iii) shall provide that such policies shall not be subject to material alteration or cancellation except after at least thirty (30) days prior written notice to Landlord and others Landlord may designate; and (iv) shall be primary, and any insurance carried by Landlord or Landlord's Agents shall be noncontributing. All of Tenant's policies under this Lease shall name Landlord, the managing agent of the Building, any Mortgagee (including PNC Bank, National Association) and any other entity designated by Landlord as additional insureds. The Commercial General Liability policy shall include Landlord and any Mortgagee (including PNC Bank, National Association) as additional insureds for both premises and completed operations. Tenant's policy

or policies, or duly certified copies of such policies, together with satisfactory evidence of payment of premiums, shall be deposited with Landlord prior to the Commencement Date, and at least thirty (30) days prior to each renewal of such policies. If Tenant fails to produce and maintain the insurance required to be procured by Tenant under this Lease, Landlord may, but shall not be required to, order such insurance at Tenant's expense. All sums reasonably disbursed, deposited or incurred by Landlord in connection therewith, including, but not limited to, all costs, expenses and actual, reasonable, attorneys' fees, shall be due and payable by Tenant to Landlord, as an item of Rent, on demand by Landlord, together with interest thereon at the Applicable Rate from the date of such demand until paid by Tenant.

16.6 Waiver of Subrogation. Notwithstanding any provision of this Lease to the contrary, Landlord and Tenant each hereby releases the other, and the other's respective employees, agents, licensees, contractors or invitees from any claims for damage or loss to the Premises, the Building, any property contained therein, or any other property, including business interruption, to the extent insurable under a full replacement cost Special Form-Causes of Loss insurance policy, and such waiver shall be effective regardless of the cause of the damage or loss (including the negligence of Landlord or Tenant or their respective employees, agents, licensees, contractors or invitees).

16.7 Liability for Damage. All property, including but not limited to office furniture, personal effects and automobiles, of Tenant or Tenant's Agents, or of any other person, in or on the Premises or the Building, shall be and remain at the sole risk of Tenant or such Tenant Agent or person. Landlord and its Agents shall not be liable for any damage to or theft or loss of such property, whether or not caused by the act or omission of any person, including Landlord or Landlord's Agents, or by the bursting, leaking or overflowing of water, sewer, steam or sprinkler pipes, heating or plumbing fixtures, air conditioning or heating failure, gas odors or noise, or any other act or thing. Furthermore, Landlord and Landlord's Agents shall not be liable for the interruption of or loss to Tenant's business that may result from any of the acts or causes described above. Landlord and Landlord's Agents shall not be liable for any personal injury to Tenant, Tenant's Agents, or to any other person, arising from the use, occupancy or condition of the Premises or the Building other than liability for bodily injury or death to the extent caused by the negligence or willful misconduct of Landlord, its employees or agents.

16.8 Contractor's Insurance. Tenant shall require any contractors of Tenant performing any work on the Property to carry and maintain, at no expense to Landlord, the insurance specified on Exhibit E attached hereto. This Section 16.8 shall not apply to the Tenant Upfit performed by Landlord's contractor pursuant to Exhibit B-2.

16.9 Tenant Activities. Tenant shall not conduct or permit any activity or place any item in or about the Building which may invalidate or increase the rate of any insurance on the Building. If any increase in the rate of such insurance is due to any such activity or item, then (whether or not Landlord has consented to such activity or item) Tenant shall pay as additional rent hereunder the amount of such increase. The statement of any insurance company or insurance rating organization (or other organization exercising similar functions in connection with the prevention of fires or the correction of hazardous conditions) that such an increase is due to any such activity or item shall be conclusive evidence thereof.

17. DAMAGE AND DESTRUCTION BY FIRE OR OTHER CASUALTY.

17.1 Landlord's Obligation to Rebuild. Subject to Landlord's right to terminate this Lease as provided below, if the Premises are damaged or destroyed by fire, wind storm, or other casualty (a "Casualty"), Landlord shall repair all such damage and restore the Premises within a reasonable time to the extent of the insurance proceeds received (net of collection expenses) subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. Landlord's

obligation, should it elect or be obligated to repair the Premises following a Casualty, shall be limited to the basic building shell, and all upfits to the Premises previously provided by Landlord to Tenant. Tenant shall at its expense, replace or fully repair all Tenant's Personal Property and any Alterations or other leasehold improvements installed by Tenant other than those paid for by the Tenant Upfit Allowance existing at the time of such Casualty.

17.2 Right to Terminate. Landlord shall have the right to terminate this Lease following a Casualty if any of the following occurs: (i) insurance proceeds (together with any additional amounts Tenant elects, at its option, to contribute) are not available to Landlord to pay one hundred percent (100%) of the cost to fully repair the Property and the Premises to a condition substantially similar to that prior to the Casualty; (ii) Landlord determines that the Premises and/or any other damaged portions of the Property cannot, with reasonable diligence, be fully repaired by Landlord (or cannot be safely repaired because of the presence of hazardous factors, including, but not limited to, hazardous materials, radiation, chemical waste and other dangers) within two hundred seventy (270) days after receipt of insurance proceeds and receipt of permits for restoration; (iii) the Premises are destroyed or damaged during the last twelve (12) months of the Term; or (iv) an Event of Default has occurred and is continuing at the time of such Casualty. If Landlord elects to terminate this Lease following a Casualty pursuant to this Section 17.2, Landlord shall give Tenant written notice of its election to terminate within sixty (60) days after Landlord has knowledge of such Casualty, and this Lease shall terminate fifteen (15) days after the date of such notice.

Tenant shall have the right to terminate this Lease following a Casualty if Landlord determines that the Premises and/or any other damaged portions of the Property cannot, with reasonable diligence, be fully repaired by Landlord (or cannot be safely repaired because of the presence of hazardous factors, including, but not limited to, hazardous materials, radiation, chemical waste and other dangers) within two hundred seventy (270) days after receipt of insurance proceeds and receipt of permits for restoration.

17.3 Waiver of Statutes. It is the parties' intent that the provisions of this Section 17 govern their rights and obligations with respect to any Casualty. Tenant hereby waives any right to terminate this Lease following a Casualty pursuant to any present or future statute or other law.

18. CONDEMNATION.

18.1 Effect of Taking. If one-third (1/3) or more of the Premises or occupancy thereof shall be permanently taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned"), then this Lease shall terminate on the date title thereto vests in such authority and Rent shall be apportioned as of such date. If less than one-third (1/3) of the Premises or occupancy thereof is condemned, then this Lease shall continue in full force and effect as to the part of the Premises not condemned, except that as of the date title vests in such authority Tenant shall not be required to pay the Base Rent and Additional Rent with respect to the part of the Premises condemned. Notwithstanding anything herein to the contrary, if twenty-five percent (25%) or more of the Land or the Building is condemned, then whether or not any portion of the Premises is condemned, Landlord shall have the right to terminate this Lease as of the date title vests in such authority.

18.2 No Apportionment of Award. No award for any partial or total taking shall be apportioned, it being agreed and understood that Landlord shall be entitled to the entire award for any partial or entire taking, whether for the value of the leasehold, the real estate, or otherwise. Tenant assigns to Landlord its interest in any award which may be made in such taking or condemnation, together with any and all rights of Tenant arising in or to the same or any part thereof. Nothing contained in this

Section 18.2 shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any separate award made to Tenant for the taking of Tenant's Personal Property or its moving costs.

18.3 Waiver of Statutes. Tenant hereby waives the provisions of any present or future statute or law allowing either party to terminate this Lease in the event of a partial taking of the Premises.

19. QUIET ENJOYMENT.

Provided there has occurred no Event of Default hereunder, Tenant shall during the Term have the peaceable and quiet enjoyment of the Premises without interference from Landlord or any person lawfully claiming through Landlord; subject, however, to the terms of this Lease.

20. NOTICES.

Any notice, demand, or communication called for hereunder shall be in writing and be given, served, or delivered either in person, by first-class, certified mail, return receipt requested, by Federal Express (or other nationally recognized overnight courier) with postage or delivery charge prepaid, and (A) if to Tenant prior to the Commencement Date, addressed to Tenant at the Tenant's mailing address set forth in Section 1.4, and at the Premises after the Commencement Date, and (B) if to Landlord, addressed to the Landlord's mailing address set forth in Section 1.2, with a copy to Federal Capital Partners, 5425 Wisconsin Avenue, Suite 202, Chevy Chase, Maryland 20815, Attn: Mr. Esko I. Korhonen, or to such other address(es) as either may designate by notice to the other. Any such notice, demand, or communication so sent shall be deemed given at the time that it was placed in the U.S. mails or with the overnight courier, and any other notice shall be deemed given when delivered (or at the time of attempted delivery during Normal Building Hours).

21. SURRENDER OF PREMISES; HOLDING OVER.

21.1 Surrender of Premises. Tenant agrees to turn over all keys, key fobs, parking passes and other entry devices or mechanisms (both internal and external), and to surrender the Premises at the expiration or termination of this Lease, leave the Premises in the same condition (or as altered pursuant to the provisions of the Lease) as when delivered to Tenant (ordinary wear and tear excepted) and subject to the provisions of Section 9, Section 17 and Section 18 with removal of items of Tenant Upfit and Alterations elected by Landlord to be removed, and with all debris and Tenant's Personal Property removed and with all interior walls in good repair. Tenant shall pay a reasonable repair charge should it be necessary for the Landlord to repair or clean the Premises. If Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such removal, or prior to the execution of the warrant of eviction, then and in that event, the fixtures and property shall be deemed abandoned by Tenant and shall become the sole property of Landlord. Tenant shall pay to Landlord, upon demand, the costs of removal of any such Alterations and Tenant's Personal Property, and the cost of repairing and restoring the Premises because of damage resulting from the removal of such Alterations and Personal Property, and all reasonable attorneys' fees and interest on said amounts at the Applicable Rate from the date of expenditure by Landlord.

21.2 Holding Over. If Tenant shall retain possession of the Premises or any portion of the Premises without Landlord's consent following the expiration or termination of this Lease, then Tenant shall pay to Landlord for each month or portion thereof of such retention twice the amount of the monthly Rent for the last month prior to the date of expiration or termination. Acceptance of Rent by Landlord following expiration or termination of this Lease shall not constitute a renewal of this Lease, and nothing contained in this Section 21.2 shall waive Landlord's right of reentry or any other right. If

Tenant shall hold over after the expiration of the Term or extension period thereof, and if Landlord shall desire to regain possession of the Premises promptly at the expiration of the Term or extension period thereof, then notwithstanding the foregoing provisions of this Section 21, Landlord, at its option (and whether or not Landlord accepts any Rent from Tenant while Tenant is holding over without Landlord's consent), may forthwith reenter and take possession of the Premises by any lawful means, and Landlord may exercise any other remedies it has under this Lease or at law or in equity, including an action for wrongfully holding over.

22. SECURITY DEPOSIT.

Simultaneously with Tenant's execution and delivery of this Lease, Tenant shall deposit with Landlord the Security Deposit. Landlord shall not be required to maintain the Security Deposit in a separate account. Except as may be required by law, Tenant shall not be entitled to interest on the Security Deposit. The Security Deposit shall be security for Tenant's performance of its obligations under this Lease. If any of the rents herein required or any other sum payable by Tenant to Landlord shall be overdue and unpaid, or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord, at its option and without prejudice to any other remedy which Landlord may have on account thereof, may appropriate and apply the entire Security Deposit or so much thereof as may be necessary to compensate Landlord toward the payment of Annual Base Rent, Additional Rent or any other sums due Landlord pursuant to this Lease, or loss or damage sustained by Landlord due to such breach on the part of Tenant. Within three (3) days after Landlord delivers written notice of Landlord's use of the Security Deposit or portion thereof, Tenant shall deposit with Landlord cash in an amount sufficient to restore the Security Deposit to its amount prior to such use, and Tenant's failure to do so shall constitute a default hereunder. Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Term, or (b) Tenant's vacating the Premises, Landlord shall return the Security Deposit less such portion thereof as Landlord shall have used to satisfy Tenant's obligations under this Lease, and any holdback reasonably estimated by Landlord for the final annual reconciliation of Operating Charges, Real Estate Taxes and Office Expenses. If Landlord transfers the Security Deposit to any transferee of the Building or Landlord's interest therein, then such transferee shall be liable to Tenant for the return of the Security Deposit, and Landlord shall be released from all liability for the return of the Security Deposit. No Mortgagee shall be liable for the return of the Security Deposit unless such Mortgagee actually receives the Security Deposit. In the event of any rightful and permitted assignment of Tenant's interest in this Lease, the Security Deposit shall be deemed to be held by Landlord as a deposit made by the assignee, and Landlord shall have no further liability to the assignor with respect to the return of the Security Deposit. No right or remedy available to Landlord as provided in this Section 22 shall preclude or extinguish any other right or remedy to which Landlord may be entitled.

In the event of bankruptcy or other creditor-debtor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent and other charges due Landlord for all periods prior to the filing of such proceedings. If an Event of Default occurs, the Security Deposit shall not be deemed liquidated damages and Landlord may apply the Security Deposit to reduce Landlord's damages, and such application of the deposit shall not preclude Landlord from recovering from Tenant all additional damages incurred by Landlord.

23. ENVIRONMENTAL PROVISIONS.

23.1 Environmental Covenants and Agreements. Tenant shall at all times comply in all material respects with all applicable federal, state and local environmental, health and safety statutes and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act

("RCRA"), the Superfund Amendments and Reauthorization Act of 1988 ("SARA"), the Federal Clean Water Act (33 U.S.C. 1341) and the Federal Water Pollution Control Act Amendments of 1972 (33 U.S.C. 1344) (collectively, the "Environmental Laws"). Tenant covenants and agrees that Tenant shall within three (3) business days after receipt provide to Landlord copies of any environmental audits or surveys it conducts or causes to be conducted with respect to the Premises or the Building. Tenant further covenants and agrees that Tenant shall not introduce or consent to the introduction of any toxic or hazardous substances on or about the Premises except for minor amounts (e.g., copy toner) typical for first class office use in accordance with all Applicable Laws.

23.2 Environmental Complaints. If Tenant receives any notice of a violation of Environmental Laws with respect to the Premises or the Building (an "Environmental Complaint"), then Tenant immediately shall deliver written notice of the same to Landlord, containing a copy of the Environmental Complaint detailing all relevant facts and circumstances. If a violation of Environmental Laws (a "Hazardous Discharge") or Environmental Complaint results from Tenant's occupation of the Premises, Landlord shall have the option, but not the obligation, to enter onto the Premises upon reasonable notice to Tenant and take any action it deems necessary or advisable to clean up, remove, resolve, contest or minimize the impact of or otherwise deal with any Hazardous Discharge or Environmental Complaint upon Landlord's receipt of any notice from any person or entity asserting the occurrence of a Hazardous Discharge or Environmental Complaint on or pertaining to the Premises. If the Hazardous Discharge or Environmental Complaint does not result from Tenant's occupation of the Premises, Landlord shall be obligated to take the actions described above at its sole cost and expense.

23.3 Environmental Disclosures. Tenant acknowledges receipt of a copy of (i) the Phase I Environmental Assessment for the Property dated November 18, 2013, prepared by Mid-Atlantic, and (ii) the South Carolina DHEC VCC Assessment Response Letter dated April 2, 2014 (the "Environmental Assessments"). Tenant shall keep the Environmental Assessments confidential and shall return all copies of same to Landlord upon expiration or termination of the Term. Landlord hereby notifies Tenant that the Building was constructed prior to 1978 and that lead based paint is present in the Building. Landlord has encapsulated certain lead based paint in the Building and is in the process of encapsulating certain other lead based paint in the Building. In making any Alterations to or conducting other activities in the Premises, (i) any lead based paint exposure shall be at Tenant's risk and Tenant shall indemnify and hold harmless Landlord, Landlord's Agents and any Mortgagee from and against any and all Claims arising from or related thereto, and (ii) in the event Tenant performs any Alterations or other activities, Tenant shall perform all such activities in compliance with all applicable Laws, Landlord's directions and best practices in the industry. Landlord hereby notifies Tenant that the Property has been entered into the South Carolina Brownfields/Voluntary Cleanup Program with the South Carolina Department of Health and Environmental Control pursuant to S.C. Code Ann. Section 44-56-710 et seq. A copy of Voluntary Cleanup Contract 14-6251-NRP is available from Landlord upon request. Tenant shall comply with any applicable environmental O&M Program or reasonable environmental directive of Landlord with respect to Tenant's activities in the Premises or the Building.

Landlord hereby notifies Tenant that based on the age and construction of the Building, certain building materials may contain regulated asbestos containing materials. Landlord hereby puts Tenant on notice that under South Carolina Regulations, the Building is considered a regulated "Facility" and that before Tenant performs any repairs or Alterations to the Premises, Tenant must obtain an asbestos survey at its own cost. Tenant shall comply with all applicable Laws and regulations regarding removal/renovation/modification of any portion of the Building that has asbestos containing materials, bear any additional costs associated with asbestos containing materials and shall indemnify and hold harmless Landlord for any Claims (including, without limitation, costs of investigation and consultant fees) resulting from any violation of applicable asbestos regulations.

24. BANKRUPTCY.

24.1 The following shall be Events of Bankruptcy under this Lease: (a) Tenant's, a Guarantor's or a General Partner's becoming insolvent, as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant, a Guarantor or a General Partner, or the institution of a foreclosure or attachment action upon any property of Tenant, a Guarantor or a General Partner; (c) filing of a voluntary petition by Tenant, a Guarantor or a General Partner under the provisions of the Bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant, a Guarantor or a General Partner as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (i) is not dismissed within thirty (30) days of filing, or (ii) results in the issuance of an order for relief against the debtor; or (e) Tenant's, a Guarantor's or a General Partner's making or consenting to an assignment for the benefit of creditors or a composition of creditors.

24.2 (a) Upon occurrence of an Event of Bankruptcy, Landlord shall have all rights and remedies available pursuant to Section 15; provided, however, that while a case in which Tenant is the subject debtor under the Bankruptcy Code is pending, Landlord shall not exercise its rights and remedies pursuant to Section 15 so long as (i) the Bankruptcy Code prohibits the exercise of such rights and remedies, and (ii) Tenant or its trustee in Bankruptcy ("Trustee") is in compliance with the provisions of Section 24.2(b).

(b) If Tenant becomes the subject debtor in a case pending under the Bankruptcy Code, then Landlord's right to terminate this Lease pursuant to Section 24.2(a) shall be subject, to the extent required by the Bankruptcy Code, to any rights of Trustee to assume or assign this Lease pursuant to the Bankruptcy Code. Trustee shall not have the right to assume or assign this Lease unless Trustee promptly (1) cures all defaults under this Lease, (2) compensates Landlord for monetary damages incurred as a result of such defaults, (3) provides adequate assurance of future performance on the part of Tenant as debtor in possession or of the assignee of Tenant, and (4) complies with all other requirements of the Bankruptcy Code. This Lease may be terminated in accordance with Section 24.2(a) if the foregoing criteria for assumption or assignment are not met. Adequate assurance of future performance, as used in this Section 24.2(b), shall mean that all of the following minimum criteria must be met: (A) Tenant's gross receipts in the ordinary course of business during the thirty (30) day period immediately preceding the initiation of the case under the Bankruptcy Code must be greater than two (2) times the next monthly installment of the Base Rent and Additional Rent; (B) both the average and median of Tenant's monthly gross receipts in the ordinary course of business during the six (6) month period immediately preceding the initiation of the case under the Bankruptcy Code must be greater than two (2) times the next monthly installment of the Base Rent and Additional Rent; (C) Tenant must pay its estimated pro rata share of the cost of all services performed or provided by Landlord for the benefit of Tenant (whether directly or through agents or contractors and whether or not previously included as part of the Base Rent) in advance of the performance or provision of such services; (D) Trustee must agree that Tenant's business shall be conducted in a first-class manner, and that no liquidating sale, auction or other non-first-class business operation shall be conducted in the Premises; (E) Trustee must agree that the use of the Premises as stated in this Lease shall remain unchanged and that no prohibited use shall be permitted; (F) Trustee must agree that the assumption or assignment of this Lease shall not violate or affect the rights of other tenants in the Building; (G) Trustee must pay to Landlord at the time the next monthly installment of the Base Rent is due, in addition to such installment, an amount equal to the monthly installments of the Base Rent and Additional Rent due for the next six (6) months thereafter, such amount to be held as a security deposit; and (H) all assurances of future performance specified in the Bankruptcy Code must be provided.

25. MISCELLANEOUS PROVISIONS.

25.1 Successors and Waiver. The covenants and agreements contained in this Lease shall apply to, inure to the benefit, and be binding upon the parties, their heirs, permitted assigns, legal representations and other successors in interest, except as otherwise provided in this Lease. The failure of either party to require strict compliance with the provisions of this Lease shall not constitute a waiver of any rights or otherwise prevent either party from subsequently requiring strict compliance with any provisions hereof. No waiver of any provision of this Lease shall be effective unless it is in writing and signed by the waiving party.

25.2 Entire Agreement and Counterparts. This Lease constitutes the whole agreement between the parties, and may not be amended unless by a written agreement signed by both parties. No representation, condition, term of provision not contained in this Lease shall be binding upon either party. When appropriate, words of any gender shall mean and include the other genders, and singular shall mean and include the other plural, and vice versa. This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

25.3 Attorneys' Fees. Tenant upon demand shall pay all costs, expenses and reasonable attorneys' fees incurred by Landlord in successfully enforcing this Lease (whether by judgment or by payment by Tenant prior to judgment). Landlord upon demand shall pay all costs, expenses and reasonable attorneys' fees incurred by Tenant in successfully enforcing this Lease (whether by judgment or by payment by Landlord prior to judgment).

25.4 Brokers. Landlord and Tenant each warrant to the other that in connection with this Lease neither has employed or dealt with any broker, agent or finder, other than the Brokers. Landlord acknowledges that it shall pay any commission or fee due to the Brokers, pursuant to a separate written agreement. Tenant shall indemnify and hold Landlord harmless from and against any claim for brokerage or other commissions asserted by any broker, agent or finder employed by Tenant or with whom Tenant has dealt, other than the Brokers.

25.5 Captions, Time and Survival. The captions and headings used in this Lease are for the purpose of convenience only and shall not be construed to limit or extend the meaning of any part of this Lease. Time is of the essence for the performance of each term, condition and covenant of this Lease. All covenants and indemnities set forth herein which contemplate the payment of sums, or the performance by Tenant after the expiration or termination of the Term or following an Event of Default, including all obligations to indemnify Landlord.

25.6 Unavoidable Delay. Landlord or Tenant shall not be chargeable with, liable for, or responsible to the other for anything or in any amount for any Unavoidable Delay, and any Unavoidable Delay shall not be deemed a breach of or default in the performance of this Lease, it being specifically agreed that any time limit provision contained in this Lease, at Landlord's option, shall be extended for the same period of time lost by Unavoidable Delay; provided, however, in no event shall any Unavoidable Delay excuse or delay Tenant's obligation to timely pay Rent under this Lease.

25.7 Authority. Tenant represents and warrants that each individual executing this Lease on behalf of Tenant is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with its corporate bylaws, appropriate limited liability company documentation, statement of partnership or certificate of limited partnership, as the case may be.

25.8 Consequential Damages. Notwithstanding any other provision of this Lease to the contrary, in no event shall Landlord be liable for punitive or consequential damages hereunder; and in no event shall Tenant be liable for punitive or consequential damages hereunder, except in the event of a holding over by Tenant or a breach of this Lease by Tenant which delays or otherwise adversely affects a sale or financing by Landlord.

25.9 Security Measures. Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Property. Nothing contained in this Section 25.9 shall prevent Landlord, at Landlord's sole option, from providing security protection for the Property or any part thereof. Tenant acknowledges that safety and security devices, services and programs provided by Landlord, if any, while intended to deter crime and ensure safety, may not in given instances prevent theft or other criminal acts, or ensure safety of property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or may be circumvented by a criminal, is assumed by Tenant with respect to Tenant's property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such criminal acts and other losses. Tenant agrees to cooperate in any safety or security program developed by Landlord or required by law.

25.10 Waiver of Right to Jury Trial or Permissive Counterclaim. Landlord and Tenant each hereby waives any and all right to trial by jury in any action, proceeding or counterclaim with respect to any matter arising out of or in any way connected to with this Lease, the Premises, the Property, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, or any claim of injury or damage. Tenant further waives any right to interpose any unrelated counterclaim in any summary proceeding for eviction or nonpayment of Rent. Any and all unrelated claims or unrelated counterclaims that may be asserted by Tenant shall only be made the subject of a separate action. In such separate action, it is agreed that trial by jury shall be waived by both parties.

25.11 Landlord's Property. Tenant shall look only to Landlord's interest in the land and buildings comprising the Property for the satisfaction of Tenant's remedies for any claim against Landlord arising out of or in connection with this Lease, whether express or implied herein or under the law. No properties or assets of Landlord other than the estate and property of Landlord in and to the Property and no property owned by any Landlord Agent shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Tenant, nor shall any Landlord Agent have any personal liability hereunder.

25.12 Generally. Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of its business or otherwise or a joint venture with Tenant. This Lease shall be governed exclusively under the provisions hereof and by the laws of South Carolina, without regard to conflict of laws principles. The Exhibits referenced at the end of Section 1 or elsewhere in this Lease and attached hereto are incorporated in and made a part of this Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease becomes effective only upon execution and delivery thereof by Landlord. Construction of this Lease shall be according to the content hereof, and without presumption or standard of construction in favor of or against either party hereto.

25.13 Invalidity of Particular Provisions. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected

thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25.14 No Representations by Landlord. Neither Landlord nor any Landlord Agent has made any representations or promises with respect to the Premises or the Building except as herein expressly set forth, and no rights, privileges, easements or licenses are granted to Tenant except as herein expressly set forth herein. Except as may otherwise be expressly provided in this Lease, the leasing of the Premises does not include in the right to use the roof, mechanical rooms, electrical closets, janitorial closets, telephone rooms, parking areas or other non-common or non-public areas of the Building.

25.15 Financial Statements. Tenant, within fifteen (15) days after request from time to time (but only once per calendar year, except in the event of a proposed sale or financing of the Building or any interest therein or in Landlord, and except if an Event of Default occurs), shall provide Landlord with current year-to-date financial statements (including balance sheet, income statement and cash flow statement) and financial statements (including balance sheet, income statement and cash flow statement) either audited (if Tenant produces audited financial statements in the ordinary course of its business), or certified by Tenant's chief financial officer, for the last two (2) fiscal years of Tenant. Landlord shall keep Tenant's financial statements confidential, except as may be required by Applicable Laws or court order.

25.16 Rule Against Perpetuities. If and to the extent that this Lease would, in the absence of the limitation imposed by this Section 25.16, be invalid or unenforceable as being in violation of the rule against perpetuity or any other rule of law relating to the vesting of interests in property or the suspension of the power of alienation of property, then it is agreed that notwithstanding any other provision of this Lease, this Lease and any and all options, rights and privileges granted to Tenant hereunder or in connection therewith shall terminate if the Term has not commenced within twenty-one (21) years after the Effective Date.

25.17 No Light or Air Easement. Any diminution or shutting off of light, air or view by any structure which is now or may hereafter be erected on lands adjacent to the Building shall in no way affect this Lease or impose any liability on Landlord. Noise, dust or vibration or other incidents to new construction of improvements on lands adjacent to the Building, whether or not owned by Landlord, shall in no way affect this Lease or impose any liability on Landlord. Tenant agrees that in such event, Tenant shall not be entitled to any action, claim or relief, including without limitation rent reduction or abatement, or termination of this Lease.

25.18 Prohibited Persons and Transactions. Tenant represents and warrants to Landlord that:

(a) Tenant is not, and shall not during the Term become, a person or entity with whom Landlord is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto, including, without limitation, persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, "Prohibited Persons"); and

(b) Tenant is not currently conducting any business or engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the premises.

25.19 Relocation. Upon delivering to Tenant no less than sixty (60) days' prior written notice (the "Relocation Notice"), Landlord reserves the right from time to time to relocate Tenant to comparable space in another part of the Building (the "Substitute Space") prior to or during the Term, so long as the size of the Substitute Space is no less than the size of the Premises, and the Substitute Space is of comparable tenant finish. The Substitute Space may be on a lower floor of the Building, so long as the Substitute Space is on the same side of the Building, and has a similar window line, as the Premises. If Tenant is not satisfied with the Substitute Space, Tenant shall have the right to reject the Substitute Space by delivering written notice of rejection (the "Rejection Notice") to Landlord no later than ten (10) days after delivery of the Relocation Notice. If Tenant timely delivers the Rejection Notice, then Landlord and Tenant each shall have the right to terminate this Lease, but only by delivering written notice of termination to the other party on or before ten (10) days following delivery of the Rejection Notice. If either party timely delivers a termination notice, then this Lease shall terminate on the date which is sixty (60) days after the date of delivery of the termination notice with the same effect as if such date were the Expiration Date; provided, however, that if Tenant timely delivers a termination notice, then Landlord shall have the right to rescind the Relocation Notice, in which event both the Relocation Notice and the termination notice shall be null and void ab initio and the Premises shall not be relocated. If Tenant accepts the Substitute Space or does not timely deliver a Rejection Notice, then the Substitute Space shall be the Premises for all purposes of this Lease. Tenant hereby waives any and all claims (whether for damages, abatement of Rent, loss of profits or otherwise) due to such relocation. No such relocation shall effect any change in the Annual Base Rent payable or any other economic terms of this Lease. Landlord shall reimburse Tenant for the reasonable costs of such relocation incurred by Tenant.

25.20 Recording. Tenant shall not record this Lease or any memorandum of this Lease. Tenant grants to Landlord a power of attorney to execute and record a release releasing any such recorded instrument of record that was recorded in violation of this Section 25.20, which power is coupled with an interest and is irrevocable.

25.21 Guaranty. Simultaneously with execution and delivery of this Lease by Tenant, Tenant shall deliver to Landlord a Guaranty of this Lease executed by the Guarantor, in the form of Schedule 1 attached hereto.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

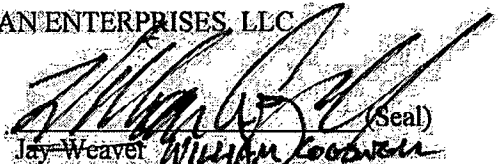
WITNESS:


Name:

LANDLORD:

ROI-TAN ENTERPRISES, LLC

By:

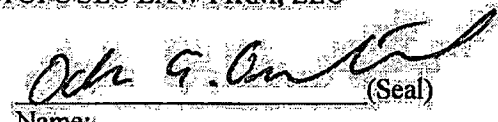

Jay Weaver (Seal)
Authorized Agent

TENANT:

ANASTOPOULO LAW FIRM, LLC

By:


Name:


Name: (Seal)
Title:

AA

245

SCHEDULE 1**GUARANTY OF LEASE**

THIS GUARANTY OF LEASE is made as of this 31 day of May, 2016, by AKIM ANASTOPOULO ("Guarantor"), having a residence address of 2557 Ashley Phosphate Road, North Charleston, South Carolina 29418, in favor of ROI-TAN ENTERPRISES, LLC ("Landlord").

RECITALS

A. Anastopoulos Law Firm, LLC, a South Carolina limited liability company ("Tenant") is desirous of entering into that certain lease of even date herewith (the "Lease") with Landlord for rentable area in the office building situated at 701 East Bay Street, Charleston, South Carolina.

B. Guarantor has requested that Landlord enter into the Lease.

C. Landlord has declined to enter the Lease unless Guarantor guarantees the Lease.

D. Guarantor holds ownership interests in Tenant, will be materially benefited by the Lease, and is not just an accommodation party.

NOW THEREFORE, to induce Landlord to enter into the lease, Guarantor hereby agrees as follows:

1. Unconditional Guaranty. Guarantor unconditionally guarantees to Landlord and the successors and assigns of Landlord the full and punctual payment, performance and observance by Tenant of all of the terms, covenants and conditions in the Lease to be kept, performed or observed by Tenant. If, at any time, Tenant shall default in the performance or observance of any of the terms, covenants or conditions in the Lease to be kept, performed or observed by Tenant, including, without limitation, the payment of any Rent or other charge, Guarantor will keep, perform and observe the same, as the case may be, in place and stead of Tenant.

2. Waiver of Notice; No Release of Liability. Any act of Landlord or the successors or assigns of Landlord consisting of the giving of any consent to any manner or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, may be done without any notice to Guarantor and without releasing the obligations of Guarantor hereunder. The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application or release of security given for the performance and observance of covenants and conditions in the Lease to be performed or observed by Tenant, or by any modifications of the Lease. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditors, receivership, bankruptcy, or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the lease by Tenant; (e) any disability or other defense of Tenant; (f) the cessation from any cause whatsoever of the liability of Tenant; or (g) the exercise by Landlord of any rights or remedies reserved to Landlord under the Lease, provided or permitted by law or by reason of any termination of the Lease.

3. Joinder; Statute of Limitations. Guarantor agrees that it may be joined in any action

Schedule 1 - 1

against Tenant in connection with the obligations of Tenant under the lease as covered by this Guaranty and recovery may be had against Guarantor in any such action or Landlord may enforce the obligations of Guarantor hereunder without first taking any action whatsoever against Tenant or its successors and assigns, or pursue any other remedy or apply any security it may hold, and Guarantor hereby waives all rights to assert or plead at any time any statute of limitations as relating to the Lease and the obligations of Guarantor hereunder.

4. Limitation of Claims; Subordination. Until all of the covenants and conditions in the Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor: (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor, in compliance with the obligations of Guarantor hereunder; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

5. De Facto Tenant. In the event this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction or in the event of any limitation of liability of Guarantor herein other than expressly provided herein, then Guarantor shall be deemed to be a tenant under the Lease with the same force and effect as if Guarantor were expressly named as a joint and several tenant therein with respect to the obligations of Tenant thereunder hereby guaranteed.

6. Amendment or Assignment of Lease. The provisions of the Lease may be changed, modified, amended or waived by agreement between Landlord and Tenant at any time, or by course of conduct, without the consent of and without notice to Guarantor. This Guaranty shall guarantee the performance of the Lease as so changed, modified, amended or waived. Any assignment of the Lease (as permitted by the Lease) shall not affect this Guaranty and if Landlord disposes of its interest in the Lease, "Landlord", as used in this Guaranty, shall mean Landlord's successors and assigns.

7. Defenses of Tenant. Guarantor waives any defense by reason of any legal or other disability of Tenant and any other party to the Lease, and further waives any other defense based on the termination of Tenant's liability for any cause, as well as any presentments, or notices of acceptance of this Guaranty, and further waives all notices of the existence, creation, or incurring of new or additional obligations.

8. No Waiver by Landlord. No delay on the part of Landlord in exercising any right hereunder or under the Lease shall operate as a waiver of such right or of any other right of Landlord under the Lease or hereunder, nor shall any delay, omission or waiver on any one or more occasions be deemed a bar to or a waiver of the same or any other right on any other future occasion.

9. Joint and Several Liability. If there is more than one undersigned Guarantor, the term "Guarantor", as used herein, shall include all of such undersigned and each and every provision of this Guaranty shall be binding on each and every one of the undersigned and they shall be jointly and severally liable hereunder and Landlord shall have the right to join one or all of them in any proceeding or to proceed against them in any order.

10. Whole Agreement. This instrument constitutes the entire agreement between Landlord and Guarantor with respect to the subject matter hereof, superseding all prior oral or written agreements or understandings with respect thereto and may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.

11. Applicable Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to conflict of laws principles.

12. Guarantor's Successors. Guarantor's obligations under this Guaranty shall be binding on the successors, heirs and assigns of Guarantor. Guarantor shall not be released by an assignment or delegation by it of its obligations hereunder.

13. Attorneys' Fees. If Landlord is required to enforce Guarantor's obligations hereunder by legal proceedings, Guarantor shall pay to Landlord all costs incurred, including without limitation, reasonable attorneys' fees.

14. Captions. The paragraph headings appearing herein are for purposes of identification and reference only and shall not be used in interpreting this Guaranty.

15. Interpretation; Severability. It is agreed that if any provision of this Guaranty or the application of any provision to any person or any circumstance shall be determined to be invalid or unenforceable, such determination shall not affect any other provisions of this Guaranty or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Guaranty is capable of two constructions one of which would render the provision valid, the provision shall have the meaning which renders it valid.

16. Extensions and Renewals. This Guaranty shall apply to the Lease, any extension or renewal thereof and to any holdover term following the term granted in the Lease or any extension or renewal thereof.

17. Financial Statements. Guarantor, within fifteen (15) days after request from time to time (but no more than once in any twelve (12) month period, except in the event of a proposed sale or financing of the Building or any interest therein, or in the event of an uncured default under this Guaranty or an uncured Default under the Lease), shall provide Guarantor with current financial statements and financial statements for the last two (2) fiscal years of Guarantor (including balance sheet, income statement and cash flow statement). If Guarantor obtains audited financial statements in the ordinary course of business, then Guarantor shall provide Landlord with such audited financial statements, otherwise, Guarantor shall provide Landlord with financial statements certified by Guarantor's chief financial officer. Guarantor represents and warrants that any financial statements heretofore or hereafter provided to Landlord in connection with the Lease are accurate and not misleading. At such times as the information required by this Section 17 is publicly available, Guarantor need not comply with this Section 17.

18. Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly delivered upon personal delivery (or attempted delivery); or as of the third (3rd) business day after mailing by United States mail, by certified, return receipt requested, postage prepaid (during times when normal mail delivery is in effect); or as of the immediately following business day after deposit for next day delivery with Fed Ex or similar nationally recognized overnight courier service:

if to Landlord:

1 Cool Blow Street, Suite 200
Charleston, SC 29403
Attn: Lease Administration

Schedule 1 - 3

with a copy to:

Federal Capital Partners
5425 Wisconsin Avenue, Suite 202
Chevy Chase, MD 20815
Attn: Mr. Esko I. Korhonen

if to Guarantor:

Akim Anastopoulos
2557 Ashley Phosphate Road
North Charleston, SC 29418

The party to receive notices and the places notices are to be sent for either Landlord or Guarantor may be changed by notice given pursuant to the provisions of this Section 18.

19. Estoppel. Guarantor shall from time to time upon not less than five (5) days' prior written notice, execute and deliver to Landlord a statement in writing that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the Guaranty is in full force and effect as modified and stating the modifications). Any such statement delivered pursuant hereto may be relied upon by any owner of the Building or any interest therein, any prospective purchaser of the Building or any interest therein, any mortgagee or prospective mortgagee of the Building or any interest therein, or any prospective assignee of any such mortgagee. The failure of Guarantor to timely execute and deliver such statement to Landlord shall constitute an acknowledgment by Guarantor that this Guaranty is unmodified and in full force and effect.

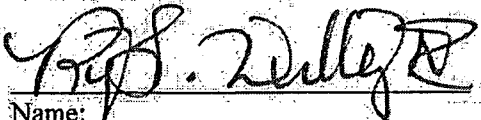
20. Waiver Of Jury Trial. GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER IT OR LANDLORD AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN ANY WAY RELATED TO THIS GUARANTY.

21. ACKNOWLEDGEMENT; ENFORCEABILITY. GUARANTOR REPRESENTS AND WARRANTS TO LANDLORD THAT GUARANTOR HAS READ THIS GUARANTY AND UNDERSTANDS THE CONTENT HEREOF AND THAT THIS GUARANTY IS ENFORCEABLE AGAINST GUARANTOR IN ACCORDANCE WITH ITS TERMS.

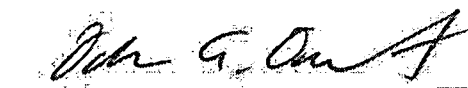
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of this day and year first above written.

WITNESS:


Name:

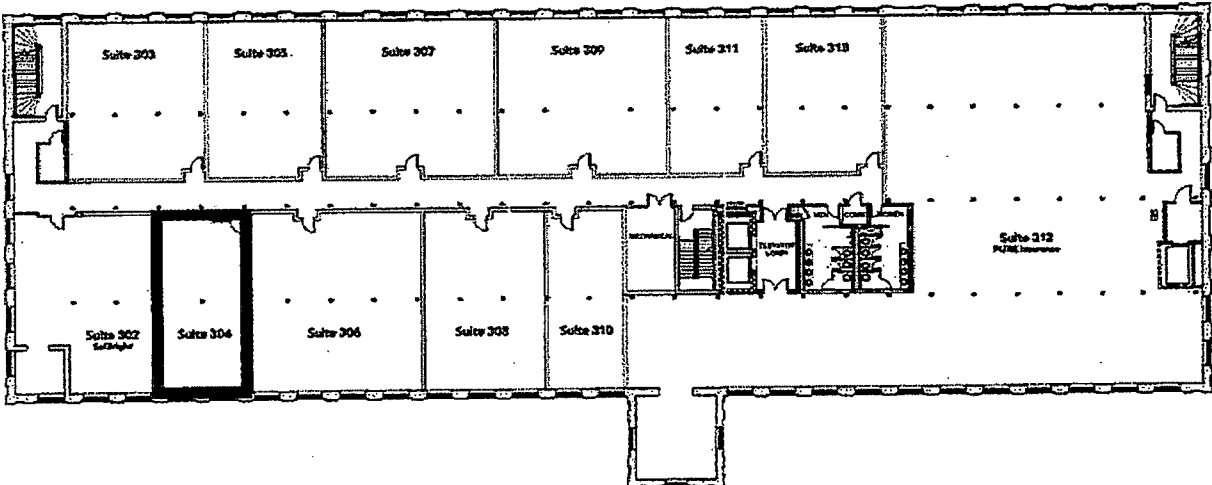
GUARANTOR:

 (Seal)
Name: Akim Anastopoulos

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0A

EXHIBIT A-1

FLOOR PLAN OF PREMISES



A-1 - 1

[illegible]

A-2-1

****L&B 5722396v3/12672.0054**

EXHIBIT B**CONSTRUCTION RIDER FOR LANDLORD WORK**

(a) The Landlord Work consists of the Base Building Work and the Tenant Upfit. The Base Building Work shall be constructed by Landlord in accordance with the base building Core and Shell Specifications set forth on Exhibit "B-1" (the "Core and Shell Specifications"). The Tenant Upfit shall be constructed by Landlord in accordance with, and subject to the terms and conditions set forth in Exhibit "B-2" (the "Tenant Upfit Terms").

(b) Landlord shall have the right, from time to time, to make reasonable changes and field adjustments in and to the Landlord Work to the extent that the same shall be necessary or desirable in order to adjust to actual field conditions or to cause the Base Building Work or the Tenant Upfit to comply with any applicable requirements of public authorities and/or requirements of insurance bodies. All such changes/field adjustments shall be noted on the applicable plans or documents.

(c) All construction comprising the Tenant Upfit shall be commenced promptly after (i) Landlord has received all permits and approvals for the construction of the Tenant Upfit, and (ii) the Base Building Work has been completed to a degree that permits commencement of construction of the Tenant Upfit.

(d) At the time of Substantial Completion of the Landlord Work, Landlord, in consultation with Tenant, shall generate a Punch List of all asserted defects or incomplete work items in the Tenant Upfit (the "Punch List"). Landlord shall complete all items on the Punch List within a commercially reasonable time following the date of the generation of the Punch List, unless the nature of the incomplete work item listed therein is such that a longer period of time is required to repair or correct the same or unless due to Long Lead Items, Unavoidable Delays or Tenant Delays.

(e) For purposes of determining Tenant Delays under the Lease, the term Tenant shall include Tenant's Agents. In the event that Landlord has made a reasonable request for a certain approval or item to be provided by Tenant by a certain date and Tenant fails to reply or provide said item by said date, and any number of days by which Tenant fails to meet such deadline shall be a Tenant Delay.

(f) Other than the Landlord Work, possession of the Premises is in its "as is" condition.

EXHIBIT B-1**OFFICE CORE AND SHELL SPECIFICATIONS****1.0 Building and Shell Improvements**

Landlord will construct and shall deliver to Tenant at no additional expense the following items which collectively comprise and are hereby defined as the "Base Building". All items shall be completed in accordance with applicable Building Codes, laws, and regulations, and historic tax credit requirements, including without limitation the Americans with Disabilities Act (ADA).

- (a) The building shell and exterior, including perimeter window frames, seals, mullions, and glazing in good condition;
- (b) The core area, including necessary mechanical, electrical, sprinkler, plumbing, life-safety, heating, ventilation, air conditioning and structural systems fully compliant with appropriate fire-ratings;
- (c) The building common core area finished with painted drywall, lighting, floor covering, sprinklers, and fire alarm;
- (d) In Tenant's Premises, any walls shall be provided in their "as is" condition;
- (e) Building Standard doors at stairwells, toilet rooms, and core service rooms, installed with required hardware and compliant with Code;
- (f) Public stairwells and required paths of egress that are constructed for core and shell as required for the occupied Premises;
- (g) Finished and secured electrical, mechanical, telephone, and janitorial rooms ("service rooms") to the extent located on the floor and as indicated on the Base Building plans;
- (h) Core service electrical rooms shall be complete, with required feeders, transformers, panels, breakers and associated equipment as required to provide electrical service of 5 watts/SF of connected load consisting of 1 watt/USF for lighting (277 volt) and 4 watts/USF convenience (120 volt) service;
- (i) Power Distribution: The electrical design provides for 480/277V, 3 Phase, 4 wire; and 208/120V, 3 Phase, 4 wire power to floor panels.
- (j) Core service telephone rooms shall be secured and installed with plywood backboards, interior lighting and electrical outlets, and sleeves between floors for cabling;
- (k) Core men's and women's toilet rooms, finished to new Building Standards and compliant with ADA, including plumbing fixtures, hot and cold running water, and painted and tiled wall surfaces, accessories and dividers, and exposed ceilings and lighting;
- (l) A passenger elevator serving each floor, and at least one (1) serving the rooftop terrace and at least one (1) additional dedicated freight elevator serving floors 1 through 5, including finished interior cabs and lobbies complete with finished doors, frames, hardware, magnetic hold-open devices,

call lanterns and buttons, fire department connections, and placards as required by Code and consistent with Building Standards;

- (m) Ground floor lobby with lobby finishes installed and complete;
- (n) Exterior plazas and landscaping;
- (o) Service corridor and dumpster access
- (p) Exit signage as required by Code for a core and shell unoccupied building;
- (q) Main mechanical system equipment room and primary insulated supply and return ductwork;
- (r) Primary fire sprinkler system consisting of main piping and associated control valves, mains, laterals, and uprights with sprinkler heads and secondary distribution as required by Code for the unoccupied Premises;
- (s) Fire extinguishers in all core fire extinguisher cabinets;
- (t) Subflooring installed;
- (u) The floor loading capacity in all office areas will be 50 pounds per square foot live load and 42 pounds per square foot dead load; and
- (v) Roof is a modified bituminous roofing system.

2.0 HVAC Design and Performance

Air-conditioning system will be provided with thermostatically controlled zones. The system shall meet the standards recommended below by the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) Standard 55-2004 "Thermal Environmental Conditions for Human Occupancy"

Temperature / Humidity Ranges for Comfort			
Conditions	Relative Humidity	Acceptable Operating Temperatures	
		°C	°F
Summer (light clothing)	If 30%, then If 60%, then	24.5-28 23-25.5	76-82 74-78
Winter (warm clothing)	If 30%, then If 60%, then	20.5 - 25.5 20 - 24	69 - 78 68 - 75

Source: Adapted from ASHRAE 55-2004.

All office suites will include the main supply ductwork to VAV terminals or other systems serving the perimeter and interior zones, at a ratio of one terminal per 1,200 USF. All "downstream" ductwork, diffusers, return, exhaust and additional zones shall be part of Tenant Work. Thermostats and 25 feet of control wire will be coiled at each terminal, to be installed at Tenant's expense.

3.0 Broom Clean

All floors of the Premises shall be sufficiently clear of Base Building materials and debris to permit commencement of Tenant Work upon delivery of possession.

4.0 Window Treatments

If desired, Tenant at Tenant's sole cost or as a part of its Tenant Upfit Allowance, may purchase and install the building standard window coverings (window covering specification and installation location to be provided by Landlord).

EXHIBIT B-2**TENANT UPFIT TERMS**

1. **Tenant Upfit Generally.** All pre-occupancy tenant work, installations and improvements to the Premises caused to be installed by Landlord pursuant to this Exhibit B-2 shall be referred to as the "**Tenant Upfit**". All Tenant Upfit shall be purchased and installed at Tenant's sole expense subject to application of the Tenant Upfit Allowance set forth in Section 3 of this Exhibit B-2.

2. **Preparation and Approval of Drawings**

A. Upon availability, Landlord, at no cost to Tenant, shall provide Tenant, for informational purposes, with all engineering working drawings for the base Building, including mechanical, electrical and plumbing working drawings. Notwithstanding delivery of such base Building drawings, Tenant's architect in designing the Tenant Upfit shall be responsible for verifying all existing field conditions.

B. All prints, drawings, information and other materials to be furnished by Tenant as required hereunder shall be delivered to Landlord at 1 Cool Blow Street, Suite 200, Charleston, SC 29403, Attn: William Cogswell, or such different address as Landlord may designate to Tenant from time to time. Tenant's drawings shall be as follows: (i) schematic documents sufficient for review and preliminary pricing (35%) ("**Schematic Documents**"), and (ii) biddable and permittable final construction documents (100%) ("**Construction Documents**"). The Schematic Documents and Construction Documents shall sometimes be referred to generally as the "**Documents**".

C. Tenant, at its sole expense, shall utilize the services of an architect and engineer approved by Landlord (such approval not to be unreasonably withheld, conditioned or delayed) to prepare all Documents. Said architect and engineer shall be licensed and registered in the State of South Carolina. Tenant shall ensure that all Documents comply with Historic Tax Credit Guidelines and requirements. All Documents shall be submitted to Landlord for approval in the form of two (2) full size and two (2) half size hard copy signed prints, plus two (2) DVD or CD ROM versions, no smaller than 1/8" scale with specifications either on the Documents or attached. Tenant shall also submit to Landlord such further information on Tenant's planned electrical and mechanical (and structural, if applicable) usage at the Premises as requested by Landlord.

D. On or before June 1, 2016, Tenant shall submit the Schematic Documents to Landlord for approval. Landlord shall respond to the complete Schematic Documents within ten (10) business days after receipt. If Landlord disapproves, Landlord shall specify the reasons for disapproval. If Landlord disapproves, Tenant shall within five (5) business days after receipt of Landlord's disapproval, submit to Landlord revised Schematic Documents addressing Landlord's comments, and Landlord shall respond within five (5) business days after receipt of complete revised Schematic Documents. This procedure shall be repeated until the Landlord has approved the Schematic Documents. Landlord may give approval "as noted" in which event the changes noted by Landlord shall be deemed incorporated into the Schematic Documents; provided, if Tenant notifies Landlord within three (3) business days thereafter that it does not accept said changes, then the Schematic Documents shall be deemed disapproved on account of the absence of the changes Landlord had requested.

E. On or before July 1, 2016 (the "**Construction Submission Date**"), Tenant shall submit the Construction Documents (consistent with the approved Schematic Documents) to Landlord for approval. The Construction Documents shall be in form sufficient to obtain a building permit and shall include detailed final drawings for architectural, electrical, mechanical, structural (if applicable), sprinkler and plumbing and all other work included in the Tenant Upfit. Included in the Construction Documents shall

be specifications for all of the Tenant Upfit. Landlord shall respond to the complete Construction Documents within ten (10) business days after receipt. If Landlord disapproves, Landlord shall specify the reasons for disapproval. If Landlord disapproves, Tenant shall within five (5) business days after receipt of Landlord's disapproval, submit to Landlord revised Construction Documents addressing Landlord's comments, and Landlord shall respond within five (5) business days after receipt of complete revised Construction Documents. This procedure shall be repeated until the Landlord has approved the Construction Documents. Landlord may give approval "as noted" in which event the changes noted by Landlord shall be deemed incorporated into the Construction Documents; provided, if Tenant notifies Landlord within three (3) business days thereafter that it does not accept said changes, then the Construction Documents shall be deemed disapproved on account of the absence of the changes Landlord had requested. Any delay in completion of final approved Construction Documents beyond thirty (30) days following the Construction Submission Date shall be a Tenant Delay.

F. Construction Documents shall include, but not be limited to, the following:

Key plan showing location of Premises	no minimum scale
Floor and Fixture layout plans	1/4" = 1 foot
Overall sections	1/4" = 1 foot
Reflected ceiling plans	1/4" = 1 foot
Details of special conditions encountered	1 1/2" = 1 foot
Interior elevations	1 1/2" = 1 foot
Full sections of types of partitions	1/4" = 1 foot
Door schedule, jamb details, list of hardware	1/2" = 1 foot
Sprinkler, plumbing riser diagram, HVAC plan	1/4" = 1 foot
Mechanical details	n/a
Electrical plans (lighting, power, security)	1/4" = 1 foot
Electrical details, fixture schedules	n/a
Panel board schedules, riser diagrams	n/a
Mechanical/Electrical Submittal Forms	n/a
Specifications on all equipment/materials and workmanship	

G. The Construction Documents as approved by Landlord shall be referred to as the "Final Documents".

H. The approval by Landlord of any Documents shall not constitute implication, representation or certification by Landlord that such Documents are accurate, sufficient, efficient or in compliance with insurance requirements or applicable Laws, including building code compliance and the Americans with Disabilities Act, the responsibility of which belongs solely with Tenant.

3. Pricing.

A. Promptly following approval of the Construction Documents, Landlord shall prepare and submit to Tenant a preliminary construction budget and schedule for the Tenant Upfit based on the approved Construction Documents and a proposed subcontractor bid package (the "Bid Package"). The budget shall provide for a permit expeditor and the Bid Package shall provide for an Anticipated Delivery Date consistent with the terms of the Lease and shall include provisions protective of Landlord and Tenant.

B. Landlord shall deliver the Bid Package for bidding to no less than three (3) subcontractors for each major trade. Bidding subcontractors shall be prequalified by Landlord based on the subcontractor's reliability and reputation for quality workmanship and timeliness of performance and

the subcontractor's past job performance with Landlord or the General Contractor. Upon receipt of the bids, Landlord shall prepare a bid analysis and Landlord and Tenant shall meet for the purpose of selecting subcontractors from the conforming bids, based on the price and schedule for each bid. Within five (5) business days after Landlord's delivery of the bid analysis to Tenant, Tenant shall select the successful bidding subcontractors, subject only to Landlord's veto for demonstrable good reasons. Thereafter, Landlord shall execute a contract with the general contractor (the "General Contractor") on AIA forms containing the conforming subcontract bids selected by Tenant (the "Construction Contract"), prepare a construction budget of all hard and soft costs for the Tenant Upfit (the "Construction Budget"), monitor construction progress, hold periodic meetings and prepare meeting minutes, maintain a log of changes and execute Change Orders, disburse funds from the Tenant Upfit Allowance pursuant to this Section 3, and assist Tenant's architect in preparation of the punchlist at Substantial Completion. The Construction Budget shall include a construction management fee payable to Landlord in the amount of five percent (5%) of the total costs of construction of the Tenant Upfit and Change Orders (the "Construction Management Fee"). The total costs of the Tenant Upfit and Change Orders, including the Construction Management Fee, shall be referred to as the "Tenant Upfit Cost".

C. Landlord hereby grants to Tenant an allowance equal to the lesser of (i) \$30.00 per rentable square foot of the Premises, or (ii) the Tenant Upfit Cost (the "Tenant Upfit Allowance"). If the Tenant Upfit Cost exceeds the Tenant Upfit Allowance ("Excess Cost"), then Tenant shall pay to Landlord the Excess Cost within ten (10) days after delivery of the Construction Budget, provided that in all events Tenant shall pay to Landlord the Excess Cost prior to commencement of construction of the Tenant Upfit, and any delay on account thereof shall be a Tenant Delay. If the Excess Cost is increased at any time after preparation of the Construction Budget and payment of the Excess Cost pursuant to this Section 3.C., then Tenant shall pay the amount of such excess to Landlord within ten (10) days after delivery of an invoice therefor to Tenant. Within thirty (30) days after Substantial Completion, Landlord and Tenant shall reconcile the Excess Costs based on the final Tenant Upfit Cost, by making payment one to the other, as applicable.

4. Performance of Tenant Upfit. Landlord shall be responsible for obtaining all necessary building permits and other governmental permits and approvals necessary for construction of the Tenant Upfit. Tenant shall cooperate (and shall cause Tenant's architects and engineers to cooperate) with Landlord in Landlord's efforts to obtain such permits and other approvals. The General Contractor shall construct the Tenant Upfit in a good and workmanlike manner in accordance with the approved Final Documents and all applicable Laws. Simultaneously with selection of the successful bidding subcontractors pursuant to Section 3.B. of this Exhibit B-2, Tenant shall submit to Landlord (i) current financial statements of Tenant (including balance sheet, income statement and cash flow statement) certified to be true, complete and accurate by Tenant's chief financial officer, and (ii) current financial statements of Guarantor (including balance sheet, income statement and cash flow statement) certified to be true, complete and accurate by Guarantor's chief financial officer. If such financial statements show a material adverse change in the financial condition of Tenant or Guarantor from the financial condition shown on the financial statements last submitted to Landlord prior to execution of this Lease, then prior to commencement of construction of the Tenant Upfit, Tenant shall post with Landlord such additional security as reasonably required by Landlord to account for the risk of such material adverse change, and any delay in commencement of construction due to Tenant's failure to so post such additional security shall be a Tenant Delay.

During the design and performance of the Tenant Upfit, Landlord may request Tenant for decisions, selections, clarifications, document execution (for permits, applications or governmental approvals or requirements), cooperation and/or information (collectively, "Tenant Input") reasonably required for performance of the Tenant Upfit, and Tenant shall provide Landlord with complete Tenant Input within two (2) business days after each such request.

Tenant hereby designates Akim Anastopoulo, whose telephone number is (843) 425-4343 and e-mail address is akim@akimlawfirm.com to act as Tenant's representative for purposes of authorizing and executing any and all plans, or other writings and changes thereto in connection with the Tenant Upfit or any Alterations including any and all changes, additions or deletions to the Documents or any other plans, drawings or specifications, and Landlord shall have the right to rely on any documents executed by such authorized party.

5. Long Lead Items. Within ten (10) business days after approval of the Construction Documents, Landlord shall deliver to Tenant a list of all elements of the Tenant Upfit which will be Long Lead Items. If additional items of the Tenant Upfit become Long Lead Items due to circumstances of which Landlord was not aware at the time of the initial designation of Long Lead Items, then Landlord shall notify Tenant in writing of any such additional Long Lead Items within three (3) business days after learning of the unavailability of such items. Within two (2) business days after Landlord notifies Tenant of Long Lead Items, Tenant shall elect either to (i) omit such Long Lead Item from the Tenant Upfit, (ii) omit such Long Lead Item and substitute another item (in which event the parties shall follow the Change Order procedure set forth in Section 6 of this Exhibit B-2), or (iii) require such Long Lead Item to be installed when delivered.

In no event shall the Commencement Date be extended or delayed due to a delay in the installation of Long Lead Items or arising from Tenant's election to retain a Long Lead Item or to omit or substitute a Long Lead Item. Neither Landlord nor Landlord's Agent shall be liable for any losses, claims or damages arising due to delays in the delivery of Long Lead Items to the Premises. In all events, the General Contractor shall complete the Tenant Upfit promptly as delivery of Long Lead Items permits.

6. Change Orders. Upon Tenant's request and submission by Tenant (at Tenant's sole cost and expense) of the necessary information and/or plans and specifications for work other than the Tenant Upfit described in the Final Documents ("Change Orders") and the approval by Landlord of such Change Orders, Landlord shall perform such Change Orders, at Tenant's sole cost and expense, subject, however, to the following provisions of this Section 6. Prior to commencing any Change Orders requested by Tenant, Landlord shall submit to Tenant a Change Order approval form (ASI) and a written statement of the cost of such Change Order, and the estimated impact, if any, on the Substantial Completion Date. Tenant shall execute and return such Change Order form to Landlord within two (2) business days after delivery by Landlord, and the cost therefor shall be paid as set forth in Section 3 of this Exhibit B-2. If Tenant fails to execute or deliver such Change Order form within such two (2) business day period, then Landlord shall not perform such Change Order and shall proceed to perform only the Tenant Upfit as specified in the Final Documents. Nothing herein shall limit Landlord's ability to proceed with minor changes to the Tenant Upfit as required to properly integrate with the Core and Shell Specifications, to implement the intent of the Final Drawings, the Tenant Upfit and/or to properly integrate elements of the Tenant Upfit.

7. Data Cabling, Systems Furniture and Specialty Items. Notwithstanding any provision of this Work Agreement to the contrary, any Specialty Items desired by Tenant shall be installed, permitted and inspected by Tenant's separate contractors at Tenant's expense and shall not be included as part of the Tenant Upfit. Such installations by Tenant shall be subject to the provisions of this Lease. Tenant shall complete installation of all Specialty Items prior to the date the Tenant Upfit is ready for final inspection for a certificate of occupancy for the Premises. Any delay in substantial completion or governmental inspection of the Tenant Upfit due to Specialty Items shall be a Tenant Delay.

8. Lease Provisions. The terms and provisions of the Lease, insofar as they are applicable to this Exhibit B-2, are hereby incorporated herein by reference. All amounts payable by Tenant to Landlord

hereunder shall be deemed to be additional Rent under the Lease and, upon any default in the payment of same, Landlord shall have all of the rights and remedies provided for in the Lease.

EXHIBIT C**DECLARATION OF COMMENCEMENT DATE**

Attached to and made part of the Lease dated the _____ day of _____, 2016, entered into by and between ROI-TAN ENTERPRISES, LLC, as Landlord, and ANASTOPOULO LAW FIRM, LLC, as Tenant.

Landlord and Tenant do hereby declare that possession of the Premises was accepted by Tenant on the _____ day of _____, _____. The Lease is in full force and effect as of the date hereof; Landlord has fulfilled all of its obligations under the Lease required to be fulfilled by Landlord on or prior to such date; and Tenant has no right of deduction or set-off whatsoever. The Commencement Date is hereby established to be _____, and the Term of the Lease shall expire on _____.

Tenant represents and warrants that its registered agent in the State of South Carolina is _____, having an address at _____, and that Tenant is in good standing in the State of South Carolina. Attached to this Declaration is evidence of payment of premiums for all insurance required pursuant to Section 16 of the Lease.

WITNESS:**LANDLORD:**

ROI-TAN ENTERPRISES, LLC

By: _____

Jay Weaver

Authorized Agent

WITNESS:**TENANT:**

ANASTOPOULO LAW FIRM, LLC

By: _____

Name: _____

Title: _____

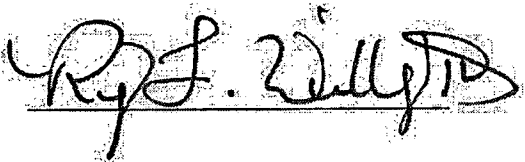
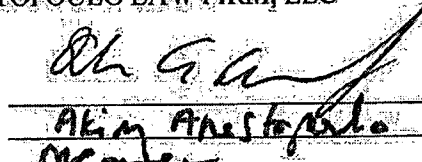



EXHIBIT D**RULES AND REGULATIONS**

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be used for the disposal of trash, be obstructed by Tenant or be used by Tenant for any purpose other than ingress and egress to and from the Premises and for going from one part of the Building to another part of the Building. The halls, passages, entrances, elevator, stairways, and roof are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto to all persons whose presence in the judgment of Landlord, or its employees, shall be prejudicial to the safety, character, reputation and interests of the Building and its Tenants and occupants.

2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags, or other unsuitable material shall be thrown or placed therein. Damage resulting to all such fixtures or appliances from misuse by Tenant shall be paid by Tenant and Landlord shall not in any case be responsible therefor.

3. Signs, advertisements, or notices visible in or from public corridors or from outside the Building shall be subject to Landlord's prior written approval. All curtains or other window treatments shall be as prescribed by Landlord for a uniform exterior appearance of the Building.

4. No additional locks shall be placed upon any doors of the Premises and each Tenant shall not permit any duplicate keys to be made; but if more than two (2) keys for any door or lock shall be desired, the additional number must be obtained from Landlord and be paid for by the Tenant. Each Tenant must, upon the termination of this Lease, leave the windows and doors in the Premises in like condition as of the Commencement Date of the Lease, and must then surrender to Landlord all keys to the Premises.

5. If Tenant desires blinds or window covering, they must be of such shape, color and material as may be prescribed by Landlord, and shall be erected with the Landlord's prior consent and at the expense of Tenant. No awnings shall be placed on the Premises or Building.

6. Movement in or out of the Building of furniture, office equipment, safes and other heavy equipment, or the dispatch or receipt by Tenant of any bulky material or merchandise, or materials which require use of elevators or stairways or movement through the Building entrances or lobby, shall be restricted to such hours as Landlord reasonably designates. All such movement shall be under the supervision of Landlord and in the manner agreed between Tenant and Landlord by prearrangement before performance. Such prearrangement, to be initiated by Tenant, will include a determination by Landlord, acting reasonably, as to the time, method, and routing of such movement and as to limitations for safety or other concerns. Tenant assumes all risks of damage to articles moved and injury to persons engaged or not engaged in such movement. Tenant shall be liable to Landlord and Landlord's property and personnel who may be damaged or injured as a result of acts in connection with carrying out this service for Tenant, and Landlord shall not be liable for the acts of any person engaged in, or any damage or loss to any property or persons resulting from any act in connection with, such service performed for Tenant. The rate for Landlord supervision hereunder is \$50 per hour as of the Effective Date.

7. Building management shall have the right and authority, acting reasonably, to prescribe the maximum weight and position of safes and other heavy equipment which may overstress any portion of a floor. All damages done to the Building or the Property by taking in or putting out any property of Tenant, or done by Tenant's property while in the Building, shall be repaired at the expense of Tenant.

8. Tenant, its employees, agents, invitees and contractors shall observe and obey all parking and traffic regulations as reasonably imposed by Landlord for the Project. Landlord reserves the right, in its reasonable discretion, to designate reserved parking spaces for certain tenants. If applicable, all contractors, invitees, guests or visitors of Tenant shall park only in spaces designated as visitor parking by Landlord, the number and location of which Landlord may modify, reduce or entirely eliminate from time to time, in Landlord's sole discretion. Landlord in all cases retains the power to designate general parking area procedures. Landlord reserves the right to implement any sort of parking system it deems necessary, desirable or appropriate to monitor and enforce parking restrictions at the Project, including, without limitation, controlling access to the parking lots, using a parking sticker or hang tag method of identifying approved vehicles at the Project, or labeling or otherwise identifying parking spaces as being reserved for certain tenants of the Project. To assist Landlord in such efforts, Tenant agrees to provide Landlord, upon request, at any time, and from time to time, a complete list of the type of car and license tag number of Tenant, Tenant Parties and any other party parking at the Project pursuant to the exercise of the rights of Tenant pursuant to the Lease. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked, parked in a no-parking zone, or which exceeds Tenant's allocated number of parking spaces. All vehicles shall be parked at the sole risk of the owner of such vehicle, and Landlord accepts no responsibility for any damage to or loss of vehicles.

9. Corridor doors, when not in use, shall be kept closed.

10. Tenant space visible from a public area must be kept neat and clean.

11. Tenant shall not do or permit to be done in or about the Premises or the Building anything which shall obstruct or interfere with the rights of any tenant of Landlord or unreasonably annoy them in any way including, but not limited to, loud or amplified noises.

12. No animals shall be brought into or kept in, on, or about the Building or the Property except for certified animals assisting the disabled or non-hazardous display fish.

13. All routine deliveries to the Premises shall be made between the hours of 8:00 a.m. and 5:00 p.m. weekdays. Passenger elevators, if applicable, are to be used only for the movement of persons, unless an exception is approved by the Building management office.

14. Tenant will comply with all security procedures during business hours and after hours and on weekends. Tenants are requested to lock all office doors leading to corridors and to turn out all lights at the close of their working day.

15. No flammable or explosive fluids or materials shall be kept or used within the Building or the Project except in areas approved by Landlord, and Tenant shall comply with all applicable building and fire codes relating thereto.

16. The Property is a smoke-free facility. Landlord may designate from time to time, in Landlord's sole discretion, an area or areas outside of the Building where smoking may take place.

17. Only persons authorized by Landlord will be permitted to furnish ice, drinking water, towels, vending services and other similar services to Tenants, and only at hours and under regulations fixed by Landlord. No Tenant shall employ any person or persons, other than the janitor of Landlord for the purpose of cleaning, or taking charge of the Premises, and it is understood and agreed that Landlord shall not be responsible to any Tenant for any damage not arising out of the negligence of Landlord done to the furniture or other effects of Tenant by the janitor or any of his employees, or any other person, or

for any loss of property of any kind whatever from the Premises, however occurring. Tenant will see each day that the doors to the Premises are securely locked before leaving the Building.

18. Tenant, its employees, clerks, or servants, shall not make or commit any improper noises or disturbances of any kind in the Building, or in the elevators, or make or defile the water closets, or toilet rooms, or the walls, windows or doors of the Building, or interfere in any way with other Tenants or those having business with them.

19. No Tenant shall do or permit anything to be done in the Premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on the Building or on property kept therein, or obstruct or interfere with the rights of other Tenants, or any other way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the Fire Department, or any insurance policy upon the Building or any part thereof.

20. Nothing shall be thrown or allowed to be dropped by Tenant, its employees, clerks or servants out of the windows or doors, or down the passages of the Building, or from any balcony in the Building, and no Tenant shall sweep or throw, or permit to be swept or thrown from the Premises, any dirt or other substances into any of the corridors or halls, elevators or stairways of the Building.

21. No animals or birds, bicycles or other vehicles shall be kept in or about the Premises or the Property or permitted therein.

22. If any Tenant desires to introduce signaling, telegraphic, telephonic or other wires and instruments into the Premises, Landlord shall direct the electricians as to where and how the same are to be placed, and without such directions no placing, boring or cutting for wires will be permitted. Landlord shall in all cases retain the right to require the placing and using of electrical protecting devices to prevent transmission of excessive currents of electricity into or through the Building and to require the changing of wires and of their placing arrangement as Landlord may deem necessary, and further to require compliance on the part of using or seeking access to such wires and such rules as Landlord may establish relating thereto: and in event of noncompliance with such requirements and rules; Landlord shall have the right to immediately cut and prevent the use of such wires.

23. No tenants or employees of any tenant shall go upon the roof of the Building.

24. No mechanics shall be allowed in or about the Building other than those employed by the Building Management without the written consent of Landlord first having been obtained, which consent shall not be unreasonably withheld or delayed; provided, however, Tenant may permit technicians, servicemen and repairmen to enter the Premises for the purpose of maintaining, servicing or repairing office machines and equipment and computer systems used by Tenant.

25. Subject to the terms of the Lease and other reasonable limitations, access may be had by the Tenants to the halls, corridors, elevators and stairways in the Building and to the Premises at any time or times. Access to the Building may be refused unless the person seeking admission is known to the watchman in charge, or has a pass or is properly identified. Landlord shall in no case be liable in damages for the reasonable admission or exclusion of any person from the Building. In the case of invasion, mob riot, public excitement, or other commotion, Landlord reserves the right to prevent entrance to the Building during continuance of the same by closing the doors or otherwise for the safety of the tenants and protection of property in the Building.

26. Landlord in all cases shall prescribe the method and manner in which any merchandise, heavy furniture, large packages or safes shall be brought in or taken out of the Building and also the hours

at which such moving shall be done. Landlord shall in all cases have the right to prescribe the weight and proper position of such heavy furniture and safes; and all damage done to the Building by taking out of such merchandise, heavy furniture, large packages or safes or any damage done to the Building while said property shall be positioned shall be made good and paid for by Tenant by, through or under whom the said damage may have done. All furniture, equipment or fixtures shall be provided with supports, glides or castors approved by the Landlord.

27. Notwithstanding any other provision in the Lease, in no event shall Tenant be entitled to make any changes, alterations, or modifications of the Building, including, without limitation, anything which would affect the interior or exterior of the Building, window treatments, paint, surface texture, awnings, light fixtures, or signage, without first obtaining Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion and which consent shall not be granted if Landlord believes such change, modification, or alteration could cause the Building to not be in compliance with the standards required for the Building to maintain its Part 3 Certification from the United States Department of the Interior, National Park Service.

EXHIBIT E**CONTRACTOR INSURANCE REQUIREMENTS**

Each of Tenant's contractors (each referred to as a "Contractor") shall procure, at its sole cost and expense, the insurance coverages set forth below, and shall maintain such coverages in full force and effect until final payment under the construction contract (other than Completed Operations and Procedures as set forth below). The insurance coverage afforded under the policies described herein shall be primary and non-contributing with respect to any insurance carried independently by the additional insureds. All such insurance policies shall indicate that as respects the insureds (whether named or otherwise), cross-liability and severability of interests shall exist for all coverages provided there under. All policies of insurance required under this Exhibit E shall be issued by insurance companies approved by Landlord, licensed to do business in the State of South Carolina, and having a rating of no less than A/VIII by A.M. Best Co., and shall be written on an "occurrence" basis. Contractor shall promptly furnish Landlord with certificates of insurance evidencing the coverages hereunder, and shall not commence any work in the Premises until such insurance is obtained. Where the insurance requirements set forth in this Exhibit E and the contract documents between Tenant and Contractor conflict, the additional coverage, greater form or amount shall control.

Each such policy or certificate shall name Landlord, Landlord's managing agent of the Building and any mortgagee as additional insureds; such coverage shall be primary and not contributing with or in excess of any coverage which the Landlord, Landlord's managing agent of the Building, or any mortgagee may carry; and shall contain provisions or endorsements that the policy may not be cancelled, terminated or modified without providing a minimum of thirty (30) days written advance notice thereof to Landlord.

(i) Commercial General Liability Insurance. A broad form Commercial General Liability Insurance Policy in form and substance reasonably acceptable to Landlord and including, without limitation, a waiver of subrogation endorsement in favor of the additional insureds, and appropriate endorsements adding the following coverages: Premises and Operations Liability; Explosion, Collapse and Underground Damage Liability; Personal Injury Liability (with employee and contractual exclusions deleted); Broad Form Property Damage Liability; Broad Form Contractual Liability supporting the Contractor's indemnification agreements in favor of the additional insureds; Independent Contractor's Protective Liability; Completed Operations and Products Liability for a period of not less than the applicable statute of limitations. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$2,000,000 for each occurrence of bodily injury and/or property damage and a general aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and a general aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(ii) Comprehensive Automobile Liability Insurance. A Comprehensive Automobile Insurance Policy in form and substance reasonably acceptable to Landlord and including, without limitation, a waiver of subrogation endorsement in favor of the additional insured's. The Comprehensive Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented, leased and non-owned automobiles, and must be written with a combined single limit of liability of not less than \$2,000,000 for each occurrence of bodily injury and/or property damage.

(iii) Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to Landlord and in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident, (ii) \$500,000 for bodily injury by disease, each employee, and (iii) \$500,000 aggregate liability for disease. The Workers' Compensation &

Employer's Liability Insurance Policies must each include a waiver of subrogation endorsement in favor of the additional insureds.

(iv) Umbrella Liability Insurance. An Umbrella Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in Clauses (i) and (ii) and the Employer's Liability in Clause (iii), in form and substance as required in clauses (i), (iii) and (iii) above, and otherwise reasonably acceptable to Landlord and including, without limitation, a waiver of subrogation endorsement in favor of the additional insureds. The Umbrella Liability Insurance Policy must be written with a combined single limit not less than \$10,000,000 for each occurrence of bodily injury and/or property damage, and a general aggregate of liability of not less than \$10,000,000 for bodily injury and/or property damage.

If Contractor fails to furnish and maintain insurance as required by this Exhibit E, Landlord may purchase such insurance on behalf of Contractor, and Tenant shall pay the cost thereof to Landlord upon demand, as additional rent under the Lease. Except as otherwise expressly provided herein, all insurance policies required by the terms of this Exhibit E shall be kept in full force and effect until the date of final payment to Contractor.

Contractors' and each subcontractors' personal property (e.g. equipment, machinery, tools) shall be insured by each Contractor and subcontractor, as applicable. If Contractor or any subcontractor elects to self-insure such risks, Contractor and/or subcontractor, as applicable, shall hold Landlord harmless, and they hereby waive rights of recovery against Landlord therefor.

GUARANTY OF LEASE

THIS GUARANTY OF LEASE is made as of this _____ day of May, 2016, by AKIM ANASTOPOULO ("Guarantor"), having a residence address of 2557 Ashley Phosphate Road, North Charleston, South Carolina 29418, in favor of ROI-TAN ENTERPRISES, LLC ("Landlord").

RECITALS

A. Anastopoulo Law Firm, LLC, a South Carolina limited liability company ("Tenant") is desirous of entering into that certain lease of even date herewith (the "Lease") with Landlord for rentable area in the office building situated at 701 East Bay Street, Charleston, South Carolina.

B. Guarantor has requested that Landlord enter into the Lease.

C. Landlord has declined to enter the Lease unless Guarantor guarantees the Lease.

D. Guarantor holds ownership interests in Tenant, will be materially benefited by the Lease, and is not just an accommodation party.

NOW THEREFORE, to induce Landlord to enter into the lease, Guarantor hereby agrees as follows:

1. Unconditional Guaranty. Guarantor unconditionally guarantees to Landlord and the successors and assigns of Landlord the full and punctual payment, performance and observance by Tenant of all of the terms, covenants and conditions in the Lease to be kept, performed or observed by Tenant. If, at any time, Tenant shall default in the performance or observance of any of the terms, covenants or conditions in the Lease to be kept, performed or observed by Tenant, including, without limitation, the payment of any Rent or other charge, Guarantor will keep, perform and observe the same, as the case may be, in place and stead of Tenant.

2. Waiver of Notice; No Release of Liability. Any act of Landlord or the successors or assigns of Landlord consisting of the giving of any consent to any manner or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, may be done without any notice to Guarantor and without releasing the obligations of Guarantor hereunder. The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application or release of security given for the performance and observance of covenants and conditions in the Lease to be performed or observed by Tenant, or by any modifications of the Lease. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditors, receivership, bankruptcy, or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the lease by Tenant; (e) any disability or other defense of Tenant; (f) the cessation from any cause whatsoever of the liability of Tenant; or (g) the exercise by Landlord of any rights or remedies reserved to Landlord under the Lease, provided or permitted by law or by reason of any termination of the Lease.

3. Joinder; Statute of Limitations. Guarantor agrees that it may be joined in any action against Tenant in connection with the obligations of Tenant under the lease as covered by this Guaranty and recovery may be had against Guarantor in any such action or Landlord may enforce the obligations of Guarantor hereunder without first taking any action whatsoever against Tenant or its successors and

assigns, or pursue any other remedy or apply any security it may hold, and Guarantor hereby waives all rights to assert or plead at any time any statute of limitations as relating to the Lease and the obligations of Guarantor hereunder.

4. Limitation of Claims; Subordination. Until all of the covenants and conditions in the Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor: (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor, in compliance with the obligations of Guarantor hereunder; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

5. De Facto Tenant. In the event this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction or in the event of any limitation of liability of Guarantor herein other than expressly provided herein, then Guarantor shall be deemed to be a tenant under the Lease with the same force and effect as if Guarantor were expressly named as a joint and several tenant therein with respect to the obligations of Tenant thereunder hereby guaranteed.

6. Amendment or Assignment of Lease. The provisions of the Lease may be changed, modified, amended or waived by agreement between Landlord and Tenant at any time, or by course of conduct, without the consent of and without notice to Guarantor. This Guaranty shall guarantee the performance of the Lease as so changed, modified, amended or waived. Any assignment of the Lease (as permitted by the Lease) shall not affect this Guaranty and if Landlord disposes of its interest in the Lease, "Landlord", as used in this Guaranty, shall mean Landlord's successors and assigns.

7. Defenses of Tenant. Guarantor waives any defense by reason of any legal or other disability of Tenant and any other party to the Lease, and further waives any other defense based on the termination of Tenant's liability for any cause, as well as any presentments, or notices of acceptance of this Guaranty, and further waives all notices of the existence, creation, or incurring of new or additional obligations.

8. No Waiver by Landlord. No delay on the part of Landlord in exercising any right hereunder or under the Lease shall operate as a waiver of such right or of any other right of Landlord under the Lease or hereunder, nor shall any delay, omission or waiver on any one or more occasions be deemed a bar to or a waiver of the same or any other right on any other future occasion.

9. Joint and Several Liability. If there is more than one undersigned Guarantor, the term "Guarantor", as used herein, shall include all of such undersigned and each and every provision of this Guaranty shall be binding on each and every one of the undersigned and they shall be jointly and severally liable hereunder and Landlord shall have the right to join one or all of them in any proceeding or to proceed against them in any order.

10. Whole Agreement. This instrument constitutes the entire agreement between Landlord and Guarantor with respect to the subject matter hereof, superseding all prior oral or written agreements or understandings with respect thereto and may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.

11. Applicable Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to conflict of laws principles.

12. Guarantor's Successors. Guarantor's obligations under this Guaranty shall be binding on the successors, heirs and assigns of Guarantor. Guarantor shall not be released by an assignment or delegation by it of its obligations hereunder.

13. Attorneys' Fees. If Landlord is required to enforce Guarantor's obligations hereunder by legal proceedings, Guarantor shall pay to Landlord all costs incurred, including without limitation, reasonable attorneys' fees.

14. Captions. The paragraph headings appearing herein are for purposes of identification and reference only and shall not be used in interpreting this Guaranty.

15. Interpretation; Severability. It is agreed that if any provision of this Guaranty or the application of any provision to any person or any circumstance shall be determined to be invalid or unenforceable, such determination shall not affect any other provisions of this Guaranty or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Guaranty is capable of two constructions one of which would render the provision valid, the provision shall have the meaning which renders it valid.

16. Extensions and Renewals. This Guaranty shall apply to the Lease, any extension or renewal thereof and to any holdover term following the term granted in the Lease or any extension or renewal thereof.

17. Financial Statements. Guarantor, within fifteen (15) days after request from time to time (but no more than once in any twelve (12) month period, except in the event of a proposed sale or financing of the Building or any interest therein, or in the event of an uncured default under this Guaranty or an uncured Default under the Lease), shall provide Guarantor with current financial statements and financial statements for the last two (2) fiscal years of Guarantor (including balance sheet, income statement and cash flow statement). If Guarantor obtains audited financial statements in the ordinary course of business, then Guarantor shall provide Landlord with such audited financial statements, otherwise, Guarantor shall provide Landlord with financial statements certified by Guarantor's chief financial officer. Guarantor represents and warrants that any financial statements heretofore or hereafter provided to Landlord in connection with the Lease are accurate and not misleading. At such times as the information required by this Section 17 is publicly available, Guarantor need not comply with this Section 17.

18. Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly delivered upon personal delivery (or attempted delivery); or as of the third (3rd) business day after mailing by United States mail, by certified, return receipt requested, postage prepaid (during times when normal mail delivery is in effect); or as of the immediately following business day after deposit for next day delivery with Fed Ex or similar nationally recognized overnight courier service:

if to Landlord:

1 Cool Blow Street, Suite 200
Charleston, SC 29403
Attn: Lease Administration

with a copy to:

Federal Capital Partners

5425 Wisconsin Avenue, Suite 202
Chevy Chase, MD 20815
Attn: Mr. Esko I. Korhonen

if to Guarantor:

Akim Anastopoulo
2557 Ashley Phosphate Road
North Charleston, SC 29418

The party to receive notices and the places notices are to be sent for either Landlord or Guarantor may be changed by notice given pursuant to the provisions of this Section 18.

19. Estoppel. Guarantor shall from time to time upon not less than five (5) days' prior written notice, execute and deliver to Landlord a statement in writing that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the Guaranty is in full force and effect as modified and stating the modifications). Any such statement delivered pursuant hereto may be relied upon by any owner of the Building or any interest therein, any prospective purchaser of the Building or any interest therein, any mortgagee or prospective mortgagee of the Building or any interest therein, or any prospective assignee of any such mortgagee. The failure of Guarantor to timely execute and deliver such statement to Landlord shall constitute an acknowledgment by Guarantor that this Guaranty is unmodified and in full force and effect.

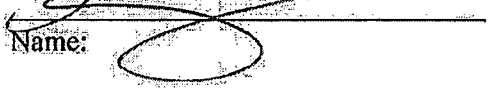
20. Waiver Of Jury Trial. GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER IT OR LANDLORD AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN ANY WAY RELATED TO THIS GUARANTY.

21. ACKNOWLEDGEMENT; ENFORCEABILITY. GUARANTOR REPRESENTS AND WARRANTS TO LANDLORD THAT GUARANTOR HAS READ THIS GUARANTY AND UNDERSTANDS THE CONTENT HEREOF AND THAT THIS GUARANTY IS ENFORCEABLE AGAINST GUARANTOR IN ACCORDANCE WITH ITS TERMS.

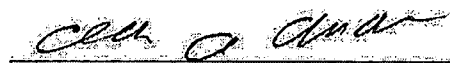
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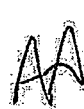
IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of this day and year first above written.

WITNESS:


Name: 

GUARANTOR:

 (Seal)
Name: Akim Anastopoulos

 2023 

SCHEDULE 1**GUARANTY OF LEASE**

THIS GUARANTY OF LEASE is made as of this 31 day of May, 2016, by AKIM ANASTOPOULO ("Guarantor"), having a residence address of 2557 Ashley Phosphate Road, North Charleston, South Carolina 29418, in favor of ROI-TAN ENTERPRISES, LLC ("Landlord").

RECITALS

A. Anastopoulos Law Firm, LLC, a South Carolina limited liability company ("Tenant") is desirous of entering into that certain lease of even date herewith (the "Lease") with Landlord for rentable area in the office building situated at 701 East Bay Street, Charleston, South Carolina.

B. Guarantor has requested that Landlord enter into the Lease.

C. Landlord has declined to enter the Lease unless Guarantor guarantees the Lease.

D. Guarantor holds ownership interests in Tenant, will be materially benefited by the Lease, and is not just an accommodation party.

NOW THEREFORE, to induce Landlord to enter into the lease, Guarantor hereby agrees as follows:

1. **Unconditional Guaranty.** Guarantor unconditionally guarantees to Landlord and the successors and assigns of Landlord the full and punctual payment, performance and observance by Tenant of all of the terms, covenants and conditions in the Lease to be kept, performed or observed by Tenant. If, at any time, Tenant shall default in the performance or observance of any of the terms, covenants or conditions in the Lease to be kept, performed or observed by Tenant, including, without limitation, the payment of any Rent or other charge, Guarantor will keep, perform and observe the same, as the case may be, in place and stead of Tenant.

2. **Waiver of Notice; No Release of Liability.** Any act of Landlord or the successors or assigns of Landlord consisting of the giving of any consent to any manner or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, may be done without any notice to Guarantor and without releasing the obligations of Guarantor hereunder. The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application or release of security given for the performance and observance of covenants and conditions in the Lease to be performed or observed by Tenant, or by any modifications of the Lease. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditors, receivership, bankruptcy, or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the lease by Tenant; (e) any disability or other defense of Tenant; (f) the cessation from any cause whatsoever of the liability of Tenant; or (g) the exercise by Landlord of any rights or remedies reserved to Landlord under the Lease, provided or permitted by law or by reason of any termination of the Lease.

3. **Joinder; Statute of Limitations.** Guarantor agrees that it may be joined in any action
Schedule 1 - 1

against Tenant in connection with the obligations of Tenant under the lease as covered by this Guaranty and recovery may be had against Guarantor in any such action or Landlord may enforce the obligations of Guarantor hereunder without first taking any action whatsoever against Tenant or its successors and assigns, or pursue any other remedy or apply any security it may hold, and Guarantor hereby waives all rights to assert or plead at any time any statute of limitations as relating to the Lease and the obligations of Guarantor hereunder.

4. Limitation of Claims; Subordination. Until all of the covenants and conditions in the Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor: (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor, in compliance with the obligations of Guarantor hereunder; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

5. De Facto Tenant. In the event this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction or in the event of any limitation of liability of Guarantor herein other than expressly provided herein, then Guarantor shall be deemed to be a tenant under the Lease with the same force and effect as if Guarantor were expressly named as a joint and several tenant therein with respect to the obligations of Tenant thereunder hereby guaranteed.

6. Amendment or Assignment of Lease. The provisions of the Lease may be changed, modified, amended or waived by agreement between Landlord and Tenant at any time, or by course of conduct, without the consent of and without notice to Guarantor. This Guaranty shall guarantee the performance of the Lease as so changed, modified, amended or waived. Any assignment of the Lease (as permitted by the Lease) shall not affect this Guaranty and if Landlord disposes of its interest in the Lease, "Landlord", as used in this Guaranty, shall mean Landlord's successors and assigns.

7. Defenses of Tenant. Guarantor waives any defense by reason of any legal or other disability of Tenant and any other party to the Lease, and further waives any other defense based on the termination of Tenant's liability for any cause, as well as any presentments, or notices of acceptance of this Guaranty, and further waives all notices of the existence, creation, or incurring of new or additional obligations.

8. No Waiver by Landlord. No delay on the part of Landlord in exercising any right hereunder or under the Lease shall operate as a waiver of such right or of any other right of Landlord under the Lease or hereunder, nor shall any delay, omission or waiver on any one or more occasions be deemed a bar to or a waiver of the same or any other right on any other future occasion.

9. Joint and Several Liability. If there is more than one undersigned Guarantor, the term "Guarantor", as used herein, shall include all of such undersigned and each and every provision of this Guaranty shall be binding on each and every one of the undersigned and they shall be jointly and severally liable hereunder and Landlord shall have the right to join one or all of them in any proceeding or to proceed against them in any order.

10. Whole Agreement. This instrument constitutes the entire agreement between Landlord and Guarantor with respect to the subject matter hereof, superseding all prior oral or written agreements or understandings with respect thereto and may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.

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12. Guarantor's Successors. Guarantor's obligations under this Guaranty shall be binding on the successors, heirs and assigns of Guarantor. Guarantor shall not be released by an assignment or delegation by it of its obligations hereunder.

13. Attorneys' Fees. If Landlord is required to enforce Guarantor's obligations hereunder by legal proceedings, Guarantor shall pay to Landlord all costs incurred, including without limitation, reasonable attorneys' fees.

14. Captions. The paragraph headings appearing herein are for purposes of identification and reference only and shall not be used in interpreting this Guaranty.

15. Interpretation; Severability. It is agreed that if any provision of this Guaranty or the application of any provision to any person or any circumstance shall be determined to be invalid or unenforceable, such determination shall not affect any other provisions of this Guaranty or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Guaranty is capable of two constructions one of which would render the provision valid, the provision shall have the meaning which renders it valid.

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17. Financial Statements. Guarantor, within fifteen (15) days after request from time to time (but no more than once in any twelve (12) month period, except in the event of a proposed sale or financing of the Building or any interest therein, or in the event of an uncured default under this Guaranty or an uncured Default under the Lease), shall provide Guarantor with current financial statements and financial statements for the last two (2) fiscal years of Guarantor (including balance sheet, income statement and cash flow statement). If Guarantor obtains audited financial statements in the ordinary course of business, then Guarantor shall provide Landlord with such audited financial statements, otherwise, Guarantor shall provide Landlord with financial statements certified by Guarantor's chief financial officer. Guarantor represents and warrants that any financial statements heretofore or hereafter provided to Landlord in connection with the Lease are accurate and not misleading. At such times as the information required by this Section 17 is publicly available, Guarantor need not comply with this Section 17.

18. Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly delivered upon personal delivery (or attempted delivery); or as of the third (3rd) business day after mailing by United States mail, by certified, return receipt requested, postage prepaid (during times when normal mail delivery is in effect); or as of the immediately following business day after deposit for next day delivery with Fed Ex or similar nationally recognized overnight courier service:

if to Landlord:

1 Cool Blow Street, Suite 200
Charleston, SC 29403
Attn: Lease Administration

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with a copy to:

Federal Capital Partners
5425 Wisconsin Avenue, Suite 202
Chevy Chase, MD 20815
Attn: Mr. Esko I. Korhonen

if to Guarantor:

Akim Anastopoulos
2557 Ashley Phosphate Road
North Charleston, SC 29418

The party to receive notices and the places notices are to be sent for either Landlord or Guarantor may be changed by notice given pursuant to the provisions of this Section 18.

19. Estoppel. Guarantor shall from time to time upon not less than five (5) days' prior written notice, execute and deliver to Landlord a statement in writing that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the Guaranty is in full force and effect as modified and stating the modifications). Any such statement delivered pursuant hereto may be relied upon by any owner of the Building or any interest therein, any prospective purchaser of the Building or any interest therein, any mortgagee or prospective mortgagee of the Building or any interest therein, or any prospective assignee of any such mortgagee. The failure of Guarantor to timely execute and deliver such statement to Landlord shall constitute an acknowledgment by Guarantor that this Guaranty is unmodified and in full force and effect.

20. Waiver Of Jury Trial. GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER IT OR LANDLORD AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN ANY WAY RELATED TO THIS GUARANTY.

21. ACKNOWLEDGEMENT; ENFORCEABILITY. GUARANTOR REPRESENTS AND WARRANTS TO LANDLORD THAT GUARANTOR HAS READ THIS GUARANTY AND UNDERSTANDS THE CONTENT HEREOF AND THAT THIS GUARANTY IS ENFORCEABLE AGAINST GUARANTOR IN ACCORDANCE WITH ITS TERMS.

[SIGNATURE PAGE FOLLOWS]

1 personally. So if I don't know him personally, I
2 don't -- I mean, that's all I can tell you.

3 Q Good. I'm just trying to get an answer for
4 the record. If you've got something you want to say
5 about him as an individual at trial, say it now. If
6 you don't know him, you can say, "no, I don't know
7 him, and I have nothing to say."

8 A I don't recall knowing him personally.

9 Q Do you intend to offer any testimony that the
10 Office Lease Agreement made Exhibit 1 to your
11 deposition was not properly executed by you?

12 A I signed the lease.

13 Q Any testimony that the lease as signed was
14 not valid when it was signed?

15 A Was not valid when it was signed? I'm not
16 going to make a legal conclusion on that. I signed
17 the lease. That would have to be someone else to
18 determine if it was legally proper or whatever. I'm
19 not going to make a legal conclusion.

20 Q You signed the lease and intended to be bound
21 by its terms for Suite 304 at the Cigar Factory,
22 correct?

23 A I did sign the lease.

24 Q And you signed the guaranty to that lease,
25 correct?

1 A Signature is on the guaranty, yes.

2 Q And you intended to be bound by the terms of
3 the guaranty that you signed, correct?

4 A I signed the guaranty, yes.

5 Q Good. If you will go to Schedule 1 of
6 Exhibit 1, which is the guaranty.

7 MR. PELZER: Lisa, when I finish talking,
8 just go up a few pages until you see the Guaranty of
9 Lease.

10 BY MR. PELZER:

11 Q Can you see under the "Now therefore" clause
12 of the Guaranty, Section 1, "Unconditional Guaranty?"

13 A Is there a question?

14 Q Yeah, I asked if you could see Article 1 of
15 the guaranty?

16 A I can see Article 1 of the guaranty.

17 Q Have you had the opportunity to review
18 Article 1 of the guaranty?

19 A I don't recall if I've ever read it.

20 Q Just right now, I'm going to ask you a couple
21 of questions about it, if you want to read it?

22 A I just read it.

23 Q That's what I thought. Okay. So under
24 Article 1 of this guaranty, you, as the guarantor,
25 unconditionally guarantee to the landlord, full and

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2019-CP-10-02894
	)	
ROI-TAN ENTERPRISES, LLC	)	
	)	
Plaintiff,	)	DEFENDANTS' MEMORANDUM IN
	)	OPPOSITION TO PLAINTIFF'S
vs.	)	MOTION TO STRIKE AND RULE TO
	)	SHOW CAUSE
	)	
AKIM ANASTOPOULO and	)	
ANASTOPOULO LAW FIRM, LLC	)	
	)	
Defendants.	)	

Defendants Akim Anastopoulos and Anastopoulos Law Firm, LLC (hereinafter "Defendants") hereby submit this memorandum in opposition to Plaintiff's Motion to Strike Defendants' request for a jury trial on their counterclaims and in opposition to Plaintiff's Motion for Rule to Show Cause.

FACTUAL BACKGROUND

This is an action alleging the breach of a commercial lease agreement and seeking damages therein. Plaintiff filed an Amended Summons and Complaint on January 16, 2020 for breach of contract and specifically requested a jury trial in that operative pleading. During the pendency of this matter, Plaintiff brought a Motion to Compel for certain documents Plaintiff alleges are needed for discovery. The Motion was heard by the Court and an Order granting the motion was entered on October 28, 2022. Defendants produced documents pursuant to the Order on November 13, 2022. Plaintiff requested additional document production pursuant to the Order on January 3, 2023. The Motion for Rule to Show Cause and the Motion to Strike Defendants' request for a jury trial followed.

ARGUMENT

I. Motion to Strike Jury Trial Request

Plaintiff requests this Court to strike Defendants' request for a jury trial on the counterclaims alleged in this case. Plaintiff bases its argument on the alleged waiver of a right to a jury trial in Article 25.10 of the lease agreement. In Article 25.10, the waiver of the right to a jury trial applies to both tenant and landlord. However, as noted above, Plaintiff has demanded a

jury trial in this case since the operative summons and complaint were filed in January 2020. It is axiomatic in South Carolina that the Plaintiff is the master of his pleadings and is the one who controls whether a jury trial is requested in his complaint. See Caterpillar, Inc. v. Williams, 482 U.S. 386, 107 S.Ct. 2425, 96 L.Ed.2d 318 (1987); Damico v. Lennar Carolinas, LLC, 437 S.C. 596, 879 S.E.2d 746 (2022). As such, it would make no sense in this case to allow Plaintiff to proceed with its jury trial while not allowing Defendants to proceed with their counterclaims in front of a jury at the trial of this matter.

“The South Carolina Constitution preserves the right of trial by jury only in those cases in which parties would have been entitled to it at the time of the adoption of the Constitution.” Bateman v. Rouse, 358 S.C. 667, 673, 596 S.E.2d 386, 389 (Ct.App.2004) relying upon Lester v. Dawson, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997). See also Rule 38(a), SCRPC (“The right of trial by jury as declared by the Constitution or as given by a statute of South Carolina shall be preserved to the parties inviolate. Issues of fact in an action for the recovery of money only or of specific real or personal property must be tried by a jury, unless a jury trial be waived.”). This matter is for the recovery of money pursuant to an alleged breach of contract and Defendants’ counterclaims for fraudulent misrepresentation, breach of contract, and civil conspiracy all involve issues of fact to be determined by a jury. As noted above, Plaintiff has voluntarily chosen to not waive its demand for a jury trial and Defendants followed the same course in demanding a jury trial on the counterclaims.

Additionally, pursuant to Rule 38(d) of the South Carolina Rules of Civil Procedure: A demand for trial by jury made as herein provided may not be withdrawn without the consent of the parties, except where an opposing party is in default under Rule 55(a). This rule requires consent of the parties. Obviously, Defendants do not consent to the withdrawal of Plaintiff’s jury trial demand. The contractual provisions do not know retroactively operate to take away a right to a jury trial now that Plaintiff has voluntarily waived the contractual provision by demanding a jury trial. Also, the “decision whether to order jury trial under rule governing trial by jury as of right is not discretionary with circuit court.” Zurich American Insurance Co. of Illinois v. Palmetto Contract Services, Inc., 434 SC 104, 109, 862 S.E.2d 714, 716 (Ct.App.2021).

Therefore, for the reasons stated above, Plaintiff’s Motion to Strike Jury Trial Demand should be denied.

II. Plaintiff's Rule to Show Cause

Plaintiff has asked this Court to impose sanctions on Defendant for not complying with the Order of the Court from October 28, 2022. However, under the Court's Order, the Defendants were given fourteen (14) days within which to produce documents to Plaintiff pursuant to the Order. Defendants made their compelled production on November 13, 2022. In the Order, the Plaintiff "shall have ten days from receipt of Defendants' document production to evaluate the information and documents provided to evaluate the search terms used to identify the information and documents provided by Defendants pursuant to this Order. Should the Plaintiff deem the scope of the search or the document production insufficient or not in compliance with this Order, Plaintiff shall petition the Court accordingly." It is undisputed Plaintiff received the documents on November 14, 2022. The ten days for raising any issues regarding non-compliance with the Order ran on November 23, 2022. As stated in the motion sub-judice, the Plaintiff did not raise an issue regarding the production of documents pursuant to the Order until January 3, 2023 which is a full fifty-one (51) days after the production. The Rule to Show Cause motion was filed February 7, 2023 which is eighty-three (83) days after the production. The Order is very clear on the timetable for Plaintiff to raise any issues regarding the production. Plaintiff waited nearly five times longer than what is allowed under the Order to raise any issues regarding the November production. Plaintiff cannot now be heard to complain about the production lacking after having blown past the Court's deadline and simply sitting on its rights to enforce the Order.

Additionally, Plaintiff has taken a 30(b)(6) deposition of the Defendant as well as the deposition of the individual defendant. Plaintiff was free during those depositions to explore the basis for the damages alleged by Defendants in their counterclaims but instead chose to prematurely end those depositions instead of questioning the basis for those damages from the witnesses available under oath to the Plaintiff.

For the reasons stated above, Defendants request the Court deny Plaintiff's Rule to Show Cause motion in its entirety.

[Signature Page to Follow]

Respectfully Submitted,

POULIN | WILLEY | ANASTOPOULO, LLC

/s/ J.C. Nicholson, III

J.C. Nicholson, III, Esquire

S.C. Bar No.: 70324

32 Ann Street

Charleston, SC 29403

P: (803) 222-2222

TeamNicholson@PoulinWilley.com

ATTORNEY FOR DEFENDANTS

Charleston, South Carolina

May 26, 2023

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO: 2019-CP-10-02894

ROI-TAN ENTERPRISES, LLC,

Plaintiff,

v.

AKIM ANASTOPOULO and
ANASTOPOULO LAW FIRM, LLC

Defendants.

**DEFENDANTS' RULE 59(e)
MOTION TO ALTER OR AMEND A
JUDGMENT**

TO: THIS HONORABLE COURT, AND ALL COUNSEL OF RECORD:

Defendants Akim Anastopoulos and Anastopoulos Law Firm, LLC (hereinafter "Defendants") hereby submit this memorandum in support of Defendants' Motion to Alter or Amend the judgment of this Court in its Order striking Defendants' counterclaims, jury trial request, and imposition of monetary sanctions issued on August 15, 2023.

FACTUAL BACKGROUND

This is an action alleging the breach of a commercial lease agreement and seeking damages therein. Plaintiff filed an Amended Summons and Complaint on January 16, 2020, for breach of contract and specifically requested a jury trial in that operative pleading. Defendants filed an Answer and counterclaims and joined in Plaintiff's demand for a trial by jury.

During the pendency of this matter, Plaintiff brought a Motion to Compel for certain documents Plaintiff alleges are needed for discovery. The Motion was heard by the Court and an Order granting the motion was entered on October 28, 2022. Defendants produced additional documents pursuant to the Order on November 13, 2022. Thereafter, on January 2, 2023, more

than a month and a half following Defendants' supplemental production, Plaintiff alleged that the supplemental production was incomplete and demanded additional documents.¹

Plaintiff thereafter filed a Motion for Rule to Show Cause together with a Motion to Strike Defendants' request for a jury trial, and Defendants filed a memorandum in opposition to those motions. Notably, the Plaintiff did not seek any additional sanctions in its motions. The Court held a hearing on these motions on May 30, 2023. The Court gave Defendants fifteen days (15) to provide complete information on damages claimed in their counterclaims, the deadline being June 14, 2023. Defendants complied with this Court's directive and provided additional documentation of their damages for their counterclaims on June 14, 2023. On August 15, 2023, this Court entered an Order granting Plaintiff's motions to strike Defendants' counterclaims and jury trial request. The Court, sua sponte, imposed monetary sanctions on Defendants in the amount of \$2500.00. Notably, the Court's August Order notes that Defendants complied with the document discovery deadline and produced additional documents to Plaintiff as directed.

ARGUMENT

Jury Trial

As noted by Defendants in their Memorandum in Opposition to Plaintiff's Rule to Show Cause and during oral argument on said motion, the right to a jury trial is a substantial right and courts should strictly construe waivers of it. *See North Charleston Joint Venture v. Kitchens of Island Fudge Shoppe, Inc., et al.*, 307 S.C. 533, 535, 416 S.E.2d 637, 638 (1992). In the Court's Form 4 Order granting Plaintiff's Motion to Strike Defendant's Request for a Jury Trial, the Court did not provide any factual support or legal analysis for its decision to strike Defendants'

¹ In this respect, Plaintiff was itself untimely and out of compliance with the original order granting the motion to compel which specified "Plaintiff shall have ten days from receipt of Defendants' document production to evaluate the information and documents provided ..."

jury trial request. As previously argued by Defendants, the South Carolina Constitution preserves the right of trial by jury only in those cases in which parties would have been entitled to it at the time of the adoption of the Constitution. *See Bateman v. Rouse*, 358 S.C. 667, 673, 596 S.E.2d 386, 389 (Ct.App.2004); *Lester v. Dawson*, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997); Rule 38(a), SCRPC. Additionally, once a party has demanded a jury trial as Plaintiff has in this case, such demand may not be withdrawn without the consent of the parties. Defendants have not consented to such in this case and the decision by the court to order a jury trial is not discretionary with the court. *See Zurich American Insurance Co. of Illinois v. Palmetto Contract Services, Inc.*, 434 S.C. 104, 109, 862 S.E.2d 714, 716 (Ct.App.2021); Rule 38(d), SCRPC. The loss of the right to a jury trial prejudices the Defendants as it prevents them from availing themselves of a sacred right and has a negative effect on the presentation of the merits of the case. *See also S.C. Code § 14-3-330*. The Court, in its Order, provides no legal analysis or factual support for its decision in denying Defendants of this important right especially in light of the fact that Plaintiff voluntarily demanded a jury trial in its original Summons and Complaint and its Amended Summons and Complaint. Such action by the Court amounts to an error of law, prejudicing the rights of Defendants and therefore should be altered or amended by this Court.

Counterclaims and Monetary Award

In its Order, the Court struck Defendants' counterclaims against Plaintiff entirely and sua sponte awarded monetary sanctions in the amount of \$2500.00. The Court's Order acts a dismissal and thus is a severe sanction that is not warranted by the facts in this case. First, Defendants position as argued in their written opposition and orally simply disagreed with Plaintiff about the interpretation of the Court's October 2022 Order on Plaintiff's Motion to

Compel² specifically the non-discretionary timeline laid out in that Order regarding Plaintiff's ability to raise any objection or dispute about Defendants' production of documents provided in November 2022. Second, as ordered by this Court at the end of the hearing on Plaintiff's Rule to Show Cause Motion, the Defendants were given fifteen (15) days to supplement their document production concerning Defendants' damages allegations from their counterclaims. Additionally, the Court's August 15th Order notes that Defendants complied with this Court's directive and produced the supplemental documents to Plaintiff by the Court's imposed deadline of June 14, 2023. Thus, there has been no intentional misconduct by Defendants regarding discovery obligations, merely a good faith disagreement over the interpretation of the October 2022 Order on Plaintiff's Motion to Compel. In fact, there has been no failure to obey an order or failure to provide or permit discovery at all by Defendants in this case.

The Court's Order granting sanctions after Defendants complied with their discovery obligations is confusing and contradictory. As noted by the SC Supreme Court, a party has two choices when faced with an order directing a party to participate in discovery: 1) comply with the discovery order and waive any right to challenge it on appeal; or 2) refuse to comply with the order and appeal after he is held in contempt for his failure to comply. See Davis v. Parkview Apartments, et al., 409 S.C. 266, 281, 762 S.E.2d 535, 543 (2014); *relying on* Ex parte Whetstone, 289 S.C. 580, 347 S.E.2d 881-82 (1986). In the case *sub judice*, Defendants complied with the discovery order and yet were still held in contempt and sanctioned as though they did not comply. The sanctions awarded by the Court, the striking of all of Defendants' counterclaims and the monetary award are tantamount to granting a judgment by default or dismissal which requires the Plaintiff to show bad faith, willful disobedience or gross

² The documents that were the subject of Plaintiff's Motion to Compel were discussed during Plaintiff's 30(b)(6) deposition of Defendants.

indifference to its rights to justify the sanction. See Davis, 409 S.C. at 282-83, 762 S.E.2d at 544; Griffin Grading & Clearing, Inc. v. Tire Serv. Equip. Mfg. Co., 334 S.C. 193, 198-99, 511 S.E.2d 716, 718-19 (Ct.App.1999) (citing Baughman v. AT&T Co., 306 S.C. 101, 410 S.E.2d 537 (1991)). Defendants have not acted in bad faith simply because of their interpretation of the October 2022 Order was different than the interpretation by Plaintiff. Defendants have not willfully disobeyed any Order in this case but rather they have complied with all Orders regarding discovery in this matter. Plaintiff has not shown any gross indifference to its rights to justify the sanction as they were given the documents within the timeline ordered by this Court.

The Court, in deciding the severity of sanctions, should weigh specific factors. The Court should “weigh the precise nature of the discovery, the discovery posture of the case, willfulness, and the degree of prejudice.” Skywaves Corp. v. Branch Banking and Trust Co., 423 S.C. 432, 456-57, 814 S.E.2d 643, 656-57 (Ct.App.2018); see also McNair v. Fairfield County, 379 S.C. 462, 467, 665 S.E.2d 830, 832-33 (Ct.App.2008) (quoting Griffin, 334 S.C. at 199, 511 S.E.2d at 719 (Ct.App.1999); Samples v. Mitchell, 329 S.C. 105, 112, 495 S.E.2d 213, 216 (Ct.App.1997)). The Court’s August Order imposing sanctions did not weigh any of the above factors in deciding the severity of sanctions. However, even if it had, the Court would not be able to assign any weight to the wilfulness factor or the degree of prejudice factor as Defendants complied with the Court’s 15-day directive and the Plaintiff cannot show any prejudice as it has the documents it requested. Additionally, the nature of the discovery is evidence of Defendants’ damages for their counterclaims which was known to Plaintiff via deposition testimony already and now through documentary evidence and thus provides no significant weight. The discovery posture is also unavailing as the case was still in the pre-trial discovery process.

The Court's decision to impose the severe sanction of dismissal of all of Defendants' counterclaims and a sua sponte monetary fine are all harsh medicine not warranted by the circumstances of this case. "[T]he sanction imposed should be reasonable, and the [c]ourt should not go beyond the necessities of the situation to foreclose a decision on the merits of a case." Rickerson v. Karl, 412 S.C. 215, 221, 770 S.E.2d 767, 770-71 (Ct.App.2015) (*quoting* Balloon Plantation, Inc. v. Head Balloons, Inc., 303 S.C. 152, 154, 399 S.E.2d 439, 440 (Ct.App.1990)). As noted above, Defendants complied with discovery and should not be sanctioned at all but *assuming arguendo* sanctions are warranted, the sanctions awarded here are too severe under the circumstances. The Rickerson opinion of the Court of Appeals provides an excellent analysis of various cases decided by it and the S.C. Supreme Court regarding comparing the severity of an imposed sanction with discovery behavior by litigants. The theme that is common through all of them is the litigants refused in one way or another to comply with discovery at all or destroyed discoverable evidence and usually the non-compliance was done after several orders from the various trial courts warning about such behavior. *See* Rickerson, 412 at 221-222, 770 at 771-72 (internal citations omitted).

In this case, Defendants have complied with discovery orders and have not engaged in any behavior that is violative of any Court Order, including this Court's oral May 2023 Order and the August 2023 Order. As such, there is no evidentiary support for an award of sanctions much less the severe sanctions imposed in this case.

Thus, the Court's conclusion on awarding sanctions in this case was without reasonable factual support, results in prejudice to Defendants, and therefore amounts to an error of law. *See* Davis v. Parkview Apts., 409 S.C. 266, 283, 762 S.E.2d 535, 543 (2014). Therefore, Defendants

request the Court amend its August 2023 Order and remove all sanctions imposed against them and allow this case to proceed on its merits before a properly empaneled jury of its peers.

Respectfully submitted,

POULIN | WILLEY | ANASTOPOULO, LLC

s/ J.C. Nicholson, III
J.C. Nicholson, III, Esquire
S.C. Bar No. 70324
32 Ann Street
Charleston, S.C. 29403
(803) 222-2222
TeamNicholson@PoulinWilley.com
ATTORNEY FOR THE DEFENDANTS

Charleston, South Carolina
August 28, 2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2019-CP-10-02894
	)	
ROI-TAN ENTERPRISES, LLC	)	
	)	
Plaintiff,	)	MEMORANDUM OF LAW
	)	IN OPPOSITION OF
vs.	)	DEFENDANTS' MOTION
	)	TO ALTER OR AMEND JUDGMENT
AKIM ANASTOPOULO and	)	
ANASTOPOULO LAW FIRM, LLC	)	
	)	
Defendants.	)	

COMES NOW the Plaintiff Roi-Tan Enterprises, LLC (hereafter referred to as the “Plaintiff”), by and through the undersigned counsel, and respectfully submits this Memorandum of Law in Opposition to the Motion to Alter or Amend Judgment filed by the Defendants Akim Anastopoulos and Anastopoulos Law Firm, LLC (hereafter the “Defendants”). Plaintiff respectfully requests that this Honorable Court issue an Order denying Defendants’ Motion to Alter or Amend Judgment pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure.

PROCEDURAL POSTURE

Plaintiff filed a Motion for Rule to Show Cause and Motion to Strike Demand for Jury Trial on February 7, 2023. The Court convened a hearing on Plaintiff’s Motions on May 30, 2023. The Court issued its Order granting Plaintiff’s Motions on August 15, 2023. Defendants filed their Motion to Alter or Amend Judgment on August 28, 2023.

STATEMENT OF FACTS

On August 15, 2023, the Honorable Bentley D. Price issue an Order granting Plaintiff’s Motion to Strike Demand for Jury Trial, striking the Counterclaims of the Defendants, granting

Plaintiff's Motion for Rule to Show Cause, and sanctioning the Defendants the sum of \$2,500. **(Order attached as Exhibit A)**. Plaintiff and Defendants received written notice of the entry of the Order on August 15, 2023. **(Notice of Electronic Filing attached as Exhibit B)**. Defendants filed their Motion to Alter or Amend Judgment on August 28, 2023, which is thirteen days from the date of notice of entry of the order. As such, Defendants failed to file the Motion to Alter or Amend Judgment within ten days of receipt of written notice of entry of the Order as required by Rule 59(e) SCRPC.

LEGAL STANDARD

Rule 59(e) SCRPC provides that a motion to alter or amend the judgment shall be served not later than 10 days after receipt of written notice of the entry of the order. The South Carolina Supreme Court has held and affirmed that the ten-day limit for serving a Rule 59(e) motion is an absolute deadline." *Overland, Inc. v. Nance*, 423 S.C. 253, 815 S.E.2d 431 (2018). A trial court does not have the power to alter or amend a final order if more than ten days passes and no Rule 59(e) motion has been served, nor does a trial court have any power to grant the moving party an extension of time in which to file a Rule 59(e) motion. *Id.* The failure to serve a Rule 59(e) motion within ten days of receipt of notice of entry of the order converts the order into a final judgment. *Id.*

LEGAL ARGUMENT

In the present case, Defendants received written notice of the entry of the Order on August 15, 2023, pursuant to the Notice of Electronic Filing system of the South Carolina Court System. Defendants filed their Motion to Alter or Amend Judgment on August 28, 2023, which is thirteen days from the date Defendants received written notice of entry of the order. As such, Defendants failed to file the Motion to Alter or Amend Judgment within ten days of receipt of

written notice of entry of the Order as required by Rule 59(e) SCRPC. Due to Defendants' failure to timely file the Motion to Alter or Amend, the Order converted to a final judgment and is not subject to Defendants' Motion to Alter or Amend, and the Motion to Alter or Amend should be dismissed.

CONCLUSION

The Plaintiff Roi-Tan Enterprises, LLC, by and through the undersigned counsel, respectfully submits this Memorandum of Law in Opposition to the Motion to Alter or Amend Judgment filed by the Defendants Akim Anastopoulo and Anastopoulo Law Firm, LLC. For the above-stated reasons, Plaintiff respectfully requests that this Honorable Court issue an Order denying Defendants' Motion to Alter or Amend Judgment pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure.

PELZER LAW FIRM, LLC

s/ Arthur C. Pelzer

Arthur C. Pelzer, Esquire
S.C. Bar No. 71153
266 Meeting Street
Charleston, South Carolina 29401
Phone (843) 789-4511
arthur@pelzerlawfirm.com

August 29, 2023
Charleston, South Carolina

**ATTORNEY FOR PLAINTIFF
ROI-TAN ENTERPRISES, LLC**

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP1002894

Roi Tan Enterprises LLC
PLAINTIFF(S)

Akim Anastopoulo 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:

On May 30, 2023, Judge Price conducted a hearing on Plaintiff's Motion to Strike Demand for Jury Trial and Plaintiff's Motion for Rule to Show Cause for failure of Defendants to comply with Judge Mullen's Order to Compel to provide complete information on all damages claimed in their Counterclaims. At the hearing, Judge Price provided Defendants with 15 days (until June 14, 2023) to supplement their discovery response to provide complete information on their counterclaims or their counterclaims would be stricken. Defendants submitted responses on June 14. After consideration of arguments made at the hearing and memorandum of law, the Motion to Strike Demand for Jury Trial is GRANTED and the Counter Claim is to be stricken. The Rule to Show Cause for not complying with Judge Mullen's order is Granted. Defendants are not entitled to any recovery for "relocation costs" to include their attorney fees. Further Defendants are sanctioned \$2,500 for not complying with her order.

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 08/15/2023 .

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), SCRPC.

ELECTRONICALLY FILED - 2023 Aug 29 12:04 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1002894
ELECTRONICALLY FILED - 2023 Aug 15 1:57 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1002894



Charleston Common Pleas

Case Caption: Roi Tan Enterprises LLC VS Akim Anastopoulo , defendant, et al
Case Number: 2019CP1002894
Type: Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2023-08-15 10:53:45 page 3 of 3

Certificate of Electronic Notification

Recipients

Arthur Pelzer - Notification transmitted on 08-15-2023 01:57:59 PM.

Julius Nicholson - Notification transmitted on 08-15-2023 01:57:59 PM.

***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2019CP1002894

Official File Stamp: 08-15-2023 01:57:52 PM

Court: CIRCUIT COURT

Common Pleas

Charleston

Case Caption: Roi Tan Enterprises LLC VS Akim Anastopoulos ,
defendant, et al

Document(s) Submitted: Order on Motions, Defnts are Sanctioned for not
Complying Order/Electronic Form 4

Filed by or on behalf of: Bentley D. Price

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Arthur Cole Pelzer for Roi Tan Enterprises LLC

Julius Carnes Nicholson, III for Akim Anastopoulos
et al

The following people have not been served electronically by the Court. Therefore, they must
be served by traditional means:

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO: 2019-CP-10-02894

ROI-TAN ENTERPRISES, LLC,

Plaintiff,

v.

AKIM ANASTOPOULO and
ANASTOPOULO LAW FIRM, LLC

Defendants.

**DEFENDANTS' REPLY TO
PLAINTIFF'S OPPOSITION TO
DEFENDANTS' RULE 59(e) MOTION TO
ALTER OR AMEND**

TO: THIS HONORABLE COURT, AND ALL COUNSEL OF RECORD:

Defendants Akim Anastopoulos and Anastopoulos Law Firm, LLC (hereinafter “Defendants”) hereby submit this Reply to Plaintiff’s Opposition to Defendants’ Motion to Alter or Amend the judgment of this Court issued on August 15, 2023.

As discussed in Defendants’ Motion to Alter or Amend, this Court issued its ruling on Plaintiff’s Rule to Show Cause Motion and Motion to Strike on August 15, 2023. In its Opposition to Defendants’ Motion to Alter or Amend, Plaintiff argues that under the South Carolina Rules of Civil Procedure that Defendants only had until August 25, 2023, to file a Motion to Alter or Amend under Rule 59 and since Defendants filed their Motion to Alter or Amend on August 28, 2023, it is untimely and should be denied on that basis alone.

However, Plaintiff is not calculating the applicable ten-day period correctly. Under the SC Rules of Civil Procedure, Rule 6 is the applicable rule for computation of time as allowed or prescribed by the SC Rules of Civil Procedure or court order. Under Rule 6, “In computing any period of time prescribed or allowed by these rules, by order of court, or by any applicable statute, the day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a

Saturday, Sunday or a State or Federal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday nor such holiday. When the period of time prescribed or allowed is less than seven days, intermediate Saturdays, Sundays and holidays shall be excluded in the computation. A half holiday shall be considered as other days and not as a holiday.” SCRCF, Rule 6(a).

Utilizing the correct computation period detailed above, the August 15th date is not to be included in the ten-day calculation period but rather August 16th is the applicable start date from which to start the ten-day calculation which would put the due date on August 26th but that day was a Saturday which is not to be included and the due date then moves to the following Monday which was August 28, 2023 which is the date Defendants’ Motion to Alter or Amend was filed and thus it is timely under the SC Rules of Civil Procedure. Therefore, Defendants respectfully request this Court deny the relief requested by Plaintiff in its Opposition to Defendants’ Motion to Alter or Amend.

Respectfully submitted,

POULIN | WILLEY | ANASTOPOULO, LLC

s/ J.C. Nicholson, III
 J.C. Nicholson, III, Esquire
 S.C. Bar No. 70324
 32 Ann Street
 Charleston, S.C. 29403
 (803) 222-2222
TeamNicholson@PoulinWilley.com
 ATTORNEY FOR THE DEFENDANTS

Charleston, South Carolina
 August 29, 2023

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Bentley D. Price, Circuit Court Judge

Case No. 2019-CP-10-02894

ROI TAN ENTERPRISES, LLC,

Respondent,

v.

AKIM ANASTOPOULO and
ANASTOPOULO LAW FIRM, LLC,

Appellants.

NOTICE OF APPEAL

Akim Anastopoulo and Anastopoulo Law Firm, LLC, appeal the Orders of the Honorable Bentley D. Price granting Respondent's motions to Strike Appellants' Request for a Jury Trial, for Rule to Show Cause, and for the sua sponte award of sanctions. These include the Order of August 15, 2023, and the Order of September 1, 2023. Appellant received written notice of the former Order on or about August 15, 2023, and the latter Order on or about September 1, 2023.

[SIGNATURE ON FOLLOWING PAGE]

Respectfully submitted,

POULIN | WILLEY | ANASTOPOULO, LLC

s/ J.C. Nicholson, III

Angeline M. Larrivee (S.C. Bar No.: 105466)

Eric M. Poulin (S.C. Bar No.: 100209)

J.C. Nicholson, III (S.C. Bar No.: 70324)

32 Ann Street

Charleston, SC 29403

(803) 222-2222

angeline.larrivee@poulinwilley.com

eric@poulinwilley.com

jc.nicholson@poulinwilley.com

Charleston, South Carolina

September 8, 2023

Other Counsel of Record:

Arthur C. Pelzer

Pelzer Law Firm LLC

266 Meeting Street

Charleston, SC 29401

Attorney for Respondent Roi Tan Enterprises, LLC

(843) 789-4511

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP1002894

Roi Tan Enterprises LLC
PLAINTIFF(S)

Akim Anastopoulo 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.
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☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCP; ☐ 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:

Defendant's Motion to Alter or Amend is denied. Sanctions are due 10 days from today's date.

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 09/01/2023 .

RECEIVED
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SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

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Charleston Common Pleas

Case Caption: Roi Tan Enterprises LLC VS Akim Anastopoulo , defendant, et al
Case Number: 2019CP1002894
Type: Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2023-09-01 10:03:37 page 3 of 3

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP1002894

Roi Tan Enterprises LLC
PLAINTIFF(S)

Akim Anastopoulo 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:

On May 30, 2023, Judge Price conducted a hearing on Plaintiff's Motion to Strike Demand for Jury Trial and Plaintiff's Motion for Rule to Show Cause for failure of Defendants to comply with Judge Mullen's Order to Compel to provide complete information on all damages claimed in their Counterclaims. At the hearing, Judge Price provided Defendants with 15 days (until June 14, 2023) to supplement their discovery response to provide complete information on their counterclaims or their counterclaims would be stricken. Defendants submitted responses on June 14. After consideration of arguments made at the hearing and memorandum of law, the Motion to Strike Demand for Jury Trial is GRANTED and the Counter Claim is to be stricken. The Rule to Show Cause for not complying with Judge Mullen's order is Granted. Defendants are not entitled to any recovery for "relocation costs" to include their attorney fees. Further Defendants are sanctioned \$2,500 for not complying with her order.

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 08/15/2023 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

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Charleston Common Pleas

Case Caption: Roi Tan Enterprises LLC VS Akim Anastopoulo , defendant, et al
Case Number: 2019CP1002894
Type: Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2023-08-15 10:53:45 page 3 of 3

State of South Carolina	)	
	)	Circuit Court
County of Charleston	)	2019-CP-10-02894

Roi-Tan Enterprises LLC)
)
 vs.) Transcript of Record
)
 Akim Anastopoulo, et al.)

May 30, 2023
Charleston, South Carolina

B E F O R E:

The Honorable Bentley Price, Judge.

A P P E A R A N C E S:

Arthur C. Pelzer
Attorney for the Plaintiff

Julius C. Nicholson, III
Attorney for the Defendant

Khaleelah Gantt
Transcriber

1 THE COURT: All right. This is a rule to show cause and
2 motion to strike the defendant's demand for a jury trial on
3 behalf of the plaintiff; is that correct?

4 MR. PELZER: That's correct, Your Honor.

5 THE COURT: All right. It's your motion, so I'll be
6 happy to hear from you.

7 MR. PELZER: Thank you, Your Honor. May it please the
8 Court, Arthur Pelzer for the plaintiff, Roi-Tan Enterprises
9 LLC. We filed a memorandum of law (indiscernible) if you'd
10 like me to bring up about the (indiscernible).

11 THE COURT: If you don't mind. All right.

12 MR. PELZER: Your Honor, I'd like first to start with the
13 motion for rule to show cause. Roi-Tan Enterprises LLC is a
14 commercial landlord. The office -- this is a (indiscernible)
15 dispute. The building at issue -- suite at issue is in the
16 cigar factory over by the Cooper River Bridge. When that
17 (indiscernible) basically (indiscernible) that's what he said
18 in the beginning. At some point they vacated it, we're
19 saying, no, they also violated the lease and hence the
20 lawsuit.

21 The basis of a rule to show cause is that we sent
22 interrogatories and request for production and been deposed by
23 (indiscernible) the Anastopoulo Law Firm.

24 THE COURT: Who's that?

25 MR. PELZER: Roy Willey, I believe that's the designee at

1 the majority of the hearings.

2 THE COURT: All right.

3 MR. PELZER: And Eric Poulin, the defendant. And so I
4 deposed Mr. Willey, and he identified various damages, which
5 had not been identified in discovery responses. So based on
6 that testimony, I filed a motion to (indiscernible) and per
7 the motion, issued an order to compel on seven or eight
8 different things (indiscernible) -- per this email they've
9 identified just how -- all awards of discovery. They produced
10 it, it was no issue, except for the part that the order
11 (indiscernible) -- required them to complete information
12 concerning any and all damages identified in their
13 counterclaims. And complete information concerning attorney's
14 fees and costs.

15 Those subsections of the order, based on the testimony of
16 Mr. Willey, who identified -- Mr. Willey testified the law
17 (indiscernible) relocation expenses, moving related costs,
18 (indiscernible) for finding office space for other employees
19 after they vacated the cigar factory suite. And Mr. Willey
20 testified that I don't have that information in front of me,
21 but I can get it for you and (indiscernible).

22 So after Judge Mullen decided they were to compel October
23 28th, 2022. We got supplemental discovery responses November
24 13th, 2022, something like 621 additional email documents and
25 the like. And then they provided this Exhibit B to my

1 memorandum, and that is defendant's (indiscernible) with the
2 plaintiff for (indiscernible). And this is an attempt to
3 comply with the order providing full and complete information
4 (indiscernible) they identified (indiscernible). And the
5 response was attorney's fees currently total 20,000, this
6 amount is likely to increase. And then relocation expenses
7 totaling \$151,000 and that's all I got, essentially, just now.

8 And so what I did is emailed Eric Poulin at the time was
9 lead counsel for the defendants, J.C. Nicholson's taken over
10 for them. So I just emailed him, it was in January. The
11 order gave them 15 days to produce and because we -- this case
12 has been up for trial several times, and this -- we were up
13 for trial and then this motion to compel. So as part of the
14 order to (indiscernible) we gave them 15 days to respond and
15 me 10 days to review. The reason we did that is so we
16 wouldn't have a request a continuance, which we would have,
17 but gave them some time just to find the documents and for me
18 to review them. So the order indicates to review the
19 sufficiency of the information they provided. The order also
20 required them to provide the search terms they used on their
21 computers to identify documents related to this lease, which
22 they did. It's pretty complicated -- (indiscernible) had an
23 opportunity to find out what they did.

24 So January 3rd of 2023, (indiscernible) in addition to
25 (indiscernible). At this point, wherein I said, I've looked

1 at your supplemental responses, I don't know what these
2 numbers mean, they've got to be based on something. Can you
3 please supplement? Rule 11 (indiscernible). I didn't get any
4 response, so I sent another email, which is (indiscernible)
5 January 13th. And by this point, JC is involved,
6 (indiscernible), and I just sent him, please be advised that I
7 will be filing a motion for rule to show cause on January 16th
8 related to the Rule 11. (Indiscernible) provided for which
9 I've received no response. I'd like to avoid that and file
10 such a motion, but will have no other option if I don't get a
11 response.

12 And I emailed with JC back and forth. He said, what are
13 you looking for. And I said please refer to my Rule 11
14 consultation. This never got -- and so what I'm faced with is
15 representing my client, the plaintiff, facing counterclaims
16 \$171,000, which I don't know what they're for, how they
17 (indiscernible) -- information on that to evaluate
18 (indiscernible). It's kind of meaningless if it's not
19 (indiscernible) -- file this thing, will be up in June or July
20 (indiscernible) will be able to provide all of this. We're
21 number 13 on the master calendar roster. It's an old case, so
22 I don't want to be called to trail when the only information I
23 have on their counterclaim is a number.

24 THE COURT: All right. What's going on with Mr.
25 Nicholson?

1 MR. NICHOLSON: Good morning, Your Honor. May it please
2 the Court, JC Nicholson attorney for the defendants. Your
3 Honor, I have checked with my client, and we produced the
4 material we produced back in November. (Indiscernible) pages
5 worth of material, emails, and whatnot. Our position is that
6 he was given 10 days to review it under the order, and that's
7 that deadline. However, I have continually checked with my
8 client about receiving -- what information exists, and I was
9 told we've given them everything we've got.

10 THE COURT: Where do you come up with the numbers?

11 MR. NICHOLSON: Your Honor, I don't have a good answer
12 for that.

13 THE COURT: Appreciate your honesty.

14 MR. NICHOLSON: He had the deposition though, Your Honor,
15 although to be fair, there are three counterclaims. There are
16 three causes of action. One is breach of contracts; two,
17 civil conspiracy; and three, it's a breach of contract or
18 fraudulently (indiscernible), but probably more likely a
19 breach of contract (indiscernible). And those last two, Your
20 Honor, are (indiscernible) with certainty that those questions
21 are going to be jury questions for the damages, although this
22 relocation expense is probably more likely related to breach
23 of contract, perhaps mitigation.

24 But Your Honor, there are two of the three causes of
25 action for the counterclaims. There's not really going to be

1 any mathematical certainty that's going to be none to say, hey
2 this is what our damages are. It's not a medical malpractice
3 case where the medical bills --

4 THE COURT: Well, what are y'all going to ask the jury
5 for, some random number?

6 MR. NICHOLSON: No, Your Honor, I think --

7 THE COURT: It's got to be based on something.

8 MR. NICHOLSON: You're right, and I think we'll just have
9 it based on the testimony of Mr. Willey and Mr. Anastopoulo as
10 to what they occurred. I mean, I don't have a ledger of what
11 expenses were made for relocation. I mean, I asked that of my
12 client, but I just don't have it. They're telling me that
13 they (indiscernible) this. Your Honor, I mean I think I can
14 go back to them one more time and ask if they have them.

15 THE COURT: I understand, Mr. Nicholson, you can only do
16 so much. All right, here's what we're going to do. I'll make
17 your life a little bit more easy.

18 Either -- yeah, y'all are going to be up pretty quick,
19 aren't you? What's today's date, June 1st -- the 30th.

20 MR. PELZER: May 30, I have a feeling we'll be up in
21 July.

22 MR. NICHOLSON: July is the roster.

23 MR. PELZER: I think the roster is for general session,
24 but we'll be up pretty quick.

25 THE COURT: All right.

1 MR. NICHOLSON: I was going to say, I don't know what the
2 (indiscernible) --

3 THE COURT: I can look them up, but I'm just looking at
4 the calendar now. All right. He has 15 days from today's
5 date to provide any and all information related to the
6 relocation or any damages that they have incurred. If at the
7 close of the 15 days, he has not provided either A, the
8 information, B, or a sworn affidavit indicating that he does
9 not have that information, then I'm going to strike his
10 counterclaims.

11 MR. PELZER: Thank you, Your Honor.

12 MR. NICHOLSON: Thank you, Your Honor.

13 THE COURT: You're more than welcome. All right, what's
14 the next one?

15 MR. PELZER: The second motion I filed is a motion to
16 strike demand for the jury trial. Like I said, this is a
17 commercial lease dispute. Anastopoulo Law Firm LLC signed the
18 commercial lease agreement, and it contains a waiver of jury
19 trial. I believe it's Exhibit A, if you look at article
20 25.10, waiver of jury trial. And 25.10 provides a civil lease
21 agreement that both the landlord and the tenant
22 (indiscernible) demand.

23 THE COURT: What's the alternative, bench trial?

24 MR. PELZER: Correct.

25 THE COURT: All right.

1 MR. PELZER: To go in front of a judge, bench trial in
2 order to (indiscernible) admission. And then, again, I
3 believe since this is a commercial lease, there's a guarantee
4 which Mr. Anastopoulo signed. Given his Exhibit C and article
5 20 guarantee remains the same waiver regarding the trial. And
6 when we filed the initial summons and complaint in this case,
7 we filed it (indiscernible). They answered and counterclaimed
8 and requested a jury. So it's in the system. We ultimately
9 did file an amended complaint, and we did file it jury trial
10 (indiscernible). But we are filing this motion to divorce the
11 waiver of jury trial in this matter, just want a bench trial.

12 The defendant has filed a memorandum of law and filed a
13 motion and importantly, if the memorandum (indiscernible)
14 opposition. The trial opposition to the lease agreement being
15 enforced (indiscernible) -- enforceable, a guarantee being
16 properly executed and its enforceable when (indiscernible)
17 enforceable. When they say it's because the amended summons
18 and complaint said jury trial demanded all that
19 (indiscernible) -- civil procedure requires plaintiff to
20 (indiscernible).

21 Well, in South Carolina, these waiver of jury trial
22 provisions are enforceable, and its strictly construed, the
23 terms of the contract should be construed using the claim
24 (indiscernible) -- Supreme Court. So in this case, we've got
25 there were no dispute that the lease agreement is -- was

1 properly executed and is enforceable. Mr. Anastopoulo
2 testified he signed it and he remembered signing it. So
3 there's no real dispute on that matter.

4 The question then becomes, is the fact that in the
5 amended summons and complaint, complainant did request that a
6 jury trial when it was already on the jury trial roster for
7 the counterclaims, and so that somehow trumps these things.
8 And they're not going to -- pursuant to Rule 30, they're not
9 going to waive their right to a jury trial.

10 Well, it's a little circular reasoning because I've got
11 (indiscernible) -- jury trial demand for the landlord's claims
12 and claims from the tenant and all (indiscernible). So I've
13 got the waiver, (indiscernible) to this memorandum of law. So
14 we would (indiscernible) request that the (indiscernible) jury
15 trial was stricken.

16 THE COURT: All right.

17 MR. PELZER: Thank you.

18 THE COURT: Yes, sir.

19 MR. NICHOLSON: Your Honor, we filed our motion and
20 (indiscernible) disagree that there was a waiver. I mean,
21 yes, there was a waiver in our 25.10 of the contract, the
22 lease agreement there is a waiver. But the plaintiff's
23 (indiscernible) his complaint as (indiscernible) Supreme Court
24 in (indiscernible) v. Williams (phonetic) and South Carolina
25 Supreme Court Damco(phonetic) v. (indiscernible) Eden of

1 Carolina. I put both of those in my brief, Your Honor.

2 Respectfully, they're the ones that filed, they're the
3 ones who brought the suit, they're the ones that demanded a
4 jury trial. We filed counterclaims requesting a jury trial as
5 well. There is not a provision in the lease agreement that I
6 saw where one party can waive it, but however the plaintiff in
7 this case (indiscernible) took the option to do so. So we
8 just followed suit. And at this point, Your Honor, we think
9 there should be a stop from trying to undo what they've done
10 since January 2020 and proceed toward a jury trial. We've
11 detrimentally relied on that preparing our case, preparing
12 witnesses, and producing discovery.

13 So I mean, Your Honor, if you look at the law and then at
14 Rule 38(d) and then the (indiscernible) case cited in our
15 briefing, the Court will (indiscernible). Failure of a party
16 to serve or demand as a part of this rule to file in the prior
17 (indiscernible) constitutes a waiver of trial by jury. Your
18 Honor, the Rules of Civil Procedure apply after the contract,
19 it doesn't have anything to do with the contract. They have
20 sought redress here in the court system and the Rules of Civil
21 Procedure apply. They invoked Rule 38, jury trial. And we've
22 relied on that, and I think that's kind of where we are, Your
23 Honor. We rely on the arguments made in our brief, but I
24 mean, they asked for a jury trial. We responded to that, we
25 said we'd like a jury trial as well.

1 And I think the case law is very clear both in the United
2 State Supreme Court and the South Carolina Supreme Court that
3 the parties -- irregardless (sic) of what they agreed to in a
4 contract, have said, we want a jury trial, you get a jury
5 trial. And that's what they've done.

6 THE COURT: I think that's only to protect the rights of
7 the defendant or to the alternative the plaintiff and the
8 defendant, but this is just a -- like you said, a lease
9 dispute.

10 All right. What was the intent by not filing it as a
11 nonjury, just to expedite the case itself and you don't need a
12 jury to determine whether, in fact, they've breached the
13 contract?

14 MR. PELZER: I think it's a matter of procedure and a
15 commercial lease just to get it in, get it in front of a
16 judge, and then (indiscernible) on everything related to the
17 (indiscernible) --

18 THE COURT: Let's --

19 MR. PELZER: -- commercial lease.

20 THE COURT: Well, I trust Mr. Nicholson will do an
21 excellent job of streamlining this case. I don't have the
22 same confidence in his clients. So with that being said, I'm
23 concerned, as I should be.

24 MR. NICHOLSON: Your Honor, I understand your concern.
25 But I think they invoked for a trial jury, and our

1 counterclaims require a jury based on 2 and 3 on that, the
2 Federal Rule 38 and the case law I cited in our brief. I
3 think we're entitled -- I think both (indiscernible). I mean,
4 to be honest, I (indiscernible) as well, and he -- they
5 weren't actually able to answer me on the damages either.

6 So I -- I know you've already ruled on the other, but
7 going back to that, I think both of those issues are actually
8 going to be credibility issues. Not that the judge can't --

9 THE COURT: I'll tell you, judges are probably an expert
10 at it. Judges are absolutely the worst at everything else
11 except for credibility. So why don't we do this? I'm going
12 to give you until Wednesday at 5 to talk to your clients about
13 this potential. Tell them I'll take it under advisement, and
14 I am really leaning towards Mr. Pelzer to be quite honest with
15 you. I don't normally tip my hand, but -- and then we're
16 going to status this first thing on Thursday morning. All
17 right, we'll see you then.

18 MR. NICHOLSON: Will do, Your Honor.

19 (End of Transcript of Record)
20
21
22
23
24
25

CERTIFICATE OF TRANSCRIBER

State of South Carolina)
)
County of Charleston)

I, KHALEELAH GANTT, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of General Sessions for Charleston County, South Carolina, on the 30th day of May, 2023.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

September 30, 2023



Khaleelah Gantt, CDLT-285
Transcriber

1 Q So that's Exhibit 3. All I want to do is go
2 through a few of these responses here. So if you'd go
3 through to Answer to Interrogatory Number 5, please.

4 A I see. I see it.

5 Q Okay. Those are some of the issues you've
6 just offered some testimony about. This says the
7 Defendants were asked to enumerate each and every item
8 of monetary loss or expense for which you seek
9 recovery in this lawsuit; and y'all did A, B, and C.
10 Is this exhaustive of the damages claimed, or is there
11 more that need to be added?

12 A Obviously, we have expenses and costs related
13 to this litigation, so to the extent that those are
14 recoverable, they would be in addition, but they're
15 not final.

16 Q Attorney's fees and costs incurred by The Law
17 Firm and Mr. Anastopoulo --

18 A Right.

19 Q -- in this lawsuit?

20 A Right.

21 Q Okay.

22 A And to the extent they're recoverable. And
23 the only thing I don't see here, and I don't know, you
24 know, amounts, but, obviously, we had some relocation,
25 you know, expenses and had to make arrangements for --

1 for that and for other spaces that aren't listed.

2 Q Moving-related costs and storage?

3 A Moving, moving related and then, you know,
4 the use of space for the folks that we had there that,
5 you know, we're essentially being asked to pay double
6 for.

7 Q And The Law Firm should know what those --
8 what that number is, as you sit here today. So is
9 that something The Law Firm will agree to supplement?

10 A We'll supplement. We'll supplement Number 5,
11 yeah. And I'm happy to -- you know, if you do -- if
12 you want to ask questions more about Number 5, I'm
13 happy to talk about it. But I think that those two
14 things are the things missing, and I don't know that
15 they're final as of the filing of these responses. So
16 that's why there's not a dollar amount listed.

17 Q Sure. Well, no, I understand attorney's fees
18 and costs are never final until the fat lady sings.
19 But the cost to relocate The Law Firm out of Columbus
20 to its new Ann Street office, so those should be
21 final, correct?

22 A Correct, and we can supplement with those,
23 yes.

24 Q Okay. If you'll flip over to the next page
25 to 8, it says in the interrogatory -- you can read it.

1 personally. So if I don't know him personally, I
2 don't -- I mean, that's all I can tell you.

3 Q Good. I'm just trying to get an answer for
4 the record. If you've got something you want to say
5 about him as an individual at trial, say it now. If
6 you don't know him, you can say, "no, I don't know
7 him, and I have nothing to say."

8 A I don't recall knowing him personally.

9 Q Do you intend to offer any testimony that the
10 Office Lease Agreement made Exhibit 1 to your
11 deposition was not properly executed by you?

12 A I signed the lease.

13 Q Any testimony that the lease as signed was
14 not valid when it was signed?

15 A Was not valid when it was signed? I'm not
16 going to make a legal conclusion on that. I signed
17 the lease. That would have to be someone else to
18 determine if it was legally proper or whatever. I'm
19 not going to make a legal conclusion.

20 Q You signed the lease and intended to be bound
21 by its terms for Suite 304 at the Cigar Factory,
22 correct?

23 A I did sign the lease.

24 Q And you signed the guaranty to that lease,
25 correct?

1 A Signature is on the guaranty, yes.

2 Q And you intended to be bound by the terms of
3 the guaranty that you signed, correct?

4 A I signed the guaranty, yes.

5 Q Good. If you will go to Schedule 1 of
6 Exhibit 1, which is the guaranty.

7 MR. PELZER: Lisa, when I finish talking,
8 just go up a few pages until you see the Guaranty of
9 Lease.

10 BY MR. PELZER:

11 Q Can you see under the "Now therefore" clause
12 of the Guaranty, Section 1, "Unconditional Guaranty?"

13 A Is there a question?

14 Q Yeah, I asked if you could see Article 1 of
15 the guaranty?

16 A I can see Article 1 of the guaranty.

17 Q Have you had the opportunity to review
18 Article 1 of the guaranty?

19 A I don't recall if I've ever read it.

20 Q Just right now, I'm going to ask you a couple
21 of questions about it, if you want to read it?

22 A I just read it.

23 Q That's what I thought. Okay. So under
24 Article 1 of this guaranty, you, as the guarantor,
25 unconditionally guarantee to the landlord, full and

25.8 Consequential Damages. Notwithstanding any other provision of this Lease to the contrary, in no event shall Landlord be liable for punitive or consequential damages hereunder; and in no event shall Tenant be liable for punitive or consequential damages hereunder, except in the event of a holding over by Tenant or a breach of this Lease by Tenant which delays or otherwise adversely affects a sale or financing by Landlord.

25.9 Security Measures. Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Property. Nothing contained in this Section 25.9 shall prevent Landlord, at Landlord's sole option, from providing security protection for the Property or any part thereof. Tenant acknowledges that safety and security devices, services and programs provided by Landlord, if any, while intended to deter crime and ensure safety, may not in given instances prevent theft or other criminal acts, or ensure safety of property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or may be circumvented by a criminal, is assumed by Tenant with respect to Tenant's property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such criminal acts and other losses. Tenant agrees to cooperate in any safety or security program developed by Landlord or required by law.

25.10 Waiver of Right to Jury Trial or Permissive Counterclaim. Landlord and Tenant each hereby waives any and all right to trial by jury in any action, proceeding or counterclaim with respect to any matter arising out of or in any way connected to with this Lease, the Premises, the Property, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, or any claim of injury or damage. Tenant further waives any right to interpose any unrelated counterclaim in any summary proceeding for eviction or nonpayment of Rent. Any and all unrelated claims or unrelated counterclaims that may be asserted by Tenant shall only be made the subject of a separate action. In such separate action, it is agreed that trial by jury shall be waived by both parties.

25.11 Landlord's Property. Tenant shall look only to Landlord's interest in the land and buildings comprising the Property for the satisfaction of Tenant's remedies for any claim against Landlord arising out of or in connection with this Lease, whether express or implied herein or under the law. No properties or assets of Landlord other than the estate and property of Landlord in and to the Property and no property owned by any Landlord Agent shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Tenant, nor shall any Landlord Agent have any personal liability hereunder.

25.12 Generally. Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of its business or otherwise or a joint venture with Tenant. This Lease shall be governed exclusively under the provisions hereof and by the laws of South Carolina, without regard to conflict of laws principles. The Exhibits referenced at the end of Section 1 or elsewhere in this Lease and attached hereto are incorporated in and made a part of this Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease becomes effective only upon execution and delivery thereof by Landlord. Construction of this Lease shall be according to the content hereof, and without presumption or standard of construction in favor of or against either party hereto.

25.13 Invalidity of Particular Provisions. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected

with a copy to:

Federal Capital Partners
5425 Wisconsin Avenue, Suite 202
Chevy Chase, MD 20815
Attn: Mr. Esko I. Korhonen

if to Guarantor:

Akim Anastopoulos
2557 Ashley Phosphate Road
North Charleston, SC 29418

The party to receive notices and the places notices are to be sent for either Landlord or Guarantor may be changed by notice given pursuant to the provisions of this Section 18.

19. Estoppel. Guarantor shall from time to time upon not less than five (5) days' prior written notice, execute and deliver to Landlord a statement in writing that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the Guaranty is in full force and effect as modified and stating the modifications). Any such statement delivered pursuant hereto may be relied upon by any owner of the Building or any interest therein, any prospective purchaser of the Building or any interest therein, any mortgagee or prospective mortgagee of the Building or any interest therein, or any prospective assignee of any such mortgagee. The failure of Guarantor to timely execute and deliver such statement to Landlord shall constitute an acknowledgment by Guarantor that this Guaranty is unmodified and in full force and effect.

20. Waiver Of Jury Trial. GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER IT OR LANDLORD AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN ANY WAY RELATED TO THIS GUARANTY.

21. ACKNOWLEDGEMENT; ENFORCEABILITY. GUARANTOR REPRESENTS AND WARRANTS TO LANDLORD THAT GUARANTOR HAS READ THIS GUARANTY AND UNDERSTANDS THE CONTENT HEREOF AND THAT THIS GUARANTY IS ENFORCEABLE AGAINST GUARANTOR IN ACCORDANCE WITH ITS TERMS.

[SIGNATURE PAGE FOLLOWS]

Certificate of Electronic Notification

Recipients

Arthur Pelzer - Notification transmitted on 08-15-2023 01:57:59 PM.

Julius Nicholson - Notification transmitted on 08-15-2023 01:57:59 PM.

***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2019CP1002894

Official File Stamp: 08-15-2023 01:57:52 PM

Court: CIRCUIT COURT

Common Pleas

Charleston

Case Caption: Roi Tan Enterprises LLC VS Akim Anastopoulo ,
defendant, et al

Document(s) Submitted: Order on Motions, Defnts are Sanctioned for not
Complying Order/Electronic Form 4

Filed by or on behalf of: Bentley D. Price

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Arthur Cole Pelzer for Roi Tan Enterprises LLC

Julius Carnes Nicholson, III for Akim Anastopoulo
et al

The following people have not been served electronically by the Court. Therefore, they must
be served by traditional means:

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ROI-TAN ENTERPRISES, LLC)

Plaintiff,)

v.)

AKIM ANASTOPOULO and)
ANASTOPOULO LAW FIRM, LLC)

Defendants.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2019-CP-10-02894**DEFENDANTS' SECOND
RESPONSES TO PLAINTIFF'S
FIRST INTERROGATORIES**

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, Defendants submit the following supplemental responses to Plaintiff's first Interrogatories:

5. Please enumerate each and every item of monetary loss or expense for which you seek recovery in this lawsuit, giving the amount of each item or, if you do not know the exact amount, your best estimate of each.

Supplemental Response:

D. Attorney Fees currently totaling \$20,000. This amount is subject to increase as litigation progresses to trial.

E. Relocation expenses totaling \$151,110.79

Respectfully Submitted,

Poulin | Willey | AnastopoulosBY /s/ Eric M. Poulin

Eric M. Poulin

SC Bar Number: 100209

32 Ann Street

Charleston, SC 29403

(843) 614-8888

ATTORNEY FOR DEFENDANTS

Charleston, South Carolina
November 13, 2022

From: Arthur Pelzer <Arthur@pelzerlawfirm.com>

Date: January 3, 2023 at 10:15:41 AM EST

To: Eric Poulin <eric@akimlawfirm.com>

Cc: Heather Hatfield <heather.hatfield@akimlawfirm.com>, Carla Muller <carla@pelzerlawfirm.com>, JC Nicholson <jc.nicholson@akimlawfirm.com>, CLD <cid@akimlawfirm.com>, Rebecca Rayner <rebecca.rayner@akimlawfirm.com>

Subject: Roi-Tan Enterprises v. Anastopoulo, et al. // 2019-CP-10-02894

Eric and JC:

Good morning.

I am following up on your e-mail and supplemental production below to request that Defendants produce all documents related to the relocation expenses identified as Supplemental Answer to Interrogatory No. 5. Please provide all documentation used to derive the alleged claim for damages by January 9, 2023 to avoid a motion for rule to show cause for failure to comply with the terms of the Order to Compel.

Rule 408 SCRE-

For Settlement Purposes Only:

Sincerely yours,

Arthur C. Pelzer, Esquire
 Pelzer Law Firm, LLC
 266 Meeting Street
 Charleston, South Carolina 29401
 Phone: 843-789-4511 Fax: 843-789-4591
www.pelzerlawfirm.com
arthur@pelzerlawfirm.com

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From: Eric Poulin <eric@akimlawfirm.com>
Sent: Sunday, November 13, 2022 4:41 PM
To: Arthur Pelzer <arthur@pelzerlawfirm.com>
Cc: Heather Hatfield <heather.hatfield@akimlawfirm.com>; carla@pelzerlawfirm.com;
 JC Nicholson <jc.nicholson@akimlawfirm.com>; CLD <cld@akimlawfirm.com>; Rebecca Rayner <rebecca.rayner@akimlawfirm.com>
Subject: Re: [CLD] Roi-Tan Enterprises v. Anastopoulos, et al. // 2019-CP-10-02894

Arthur and Carla,

Please use the attached link to find our supplemental responses. Please let us know if you encounter any issues:

https://api.446683951751.genesisapi.com/v1/share/s/pHnhbRv62-fYINVILsmcD_IChZ8RS1xJYVj4mYhPLEE

From: Arthur Pelzer <Arthur@pelzerlawfirm.com>
Date: January 13, 2023 at 1:45:32 PM EST
To: Heather Hatfield <heather.hatfield@akimlawfirm.com>
Cc: Carla Muller <carla@pelzerlawfirm.com>, CLD <cld@akimlawfirm.com>, JC Nicholson <jc.nicholson@akimlawfirm.com>, Eric Poulin <eric@akimlawfirm.com>
Subject: Roi Tan Enterprises, LLC v. Akim Ahastopoulos, et al.

You are welcome.

Please be advised that I will be filing a motion for rule to show cause on January 16, 2023 related to the Rule 11 SCRCP consultation I provided on January 3, 2023, to which I have received no response.

I would like to avoid having to file such a motion but will have no other option if counsel refuse to respond to my e-mail and/or to provide the requested information/documents.

Sincerely yours,

Arthur C. Pelzer, Esquire
 Pelzer Law Firm, LLC
 266 Meeting Street
 Charleston, South Carolina 29401
 Phone: 843-789-4511 Fax: 843-789-4591
www.pelzerlawfirm.com
arthur@pelzerlawfirm.com

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1 message

Wed, Jun 14, 2023 at 4:42 PM

Cc: Kamen Gregorich <Kamen@akimlawfirm.com>, TeamNicholson <teamnicholson@poulinwilley.com>, Carla Muller <carla@pelzerlawfirm.com>

Attached are the reports of expenses my client incurred as a result of this situation. There are three of them with the check amounts spent shown and the date. If you have any questions or concerns, please let me know. Thanks.

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Age	Sex	Date	Survival	Remarks
1940	♂	1940.10.10	1940.10.10	1940.10.10
1941	♂	1941.10.10	1941.10.10	1941.10.10
1942	♂	1942.10.10	1942.10.10	1942.10.10
1943	♂	1943.10.10	1943.10.10	1943.10.10
1944	♂	1944.10.10	1944.10.10	1944.10.10
1945	♂	1945.10.10	1945.10.10	1945.10.10
1946	♂	1946.10.10	1946.10.10	1946.10.10
1947	♂	1947.10.10	1947.10.10	1947.10.10
1948	♂	1948.10.10	1948.10.10	1948.10.10
1949	♂	1949.10.10	1949.10.10	1949.10.10
1950	♂	1950.10.10	1950.10.10	1950.10.10
1951	♂	1951.10.10	1951.10.10	1951.10.10
1952	♂	1952.10.10	1952.10.10	1952.10.10
1953	♂	1953.10.10	1953.10.10	1953.10.10
1954	♂	1954.10.10	1954.10.10	1954.10.10
1955	♂	1955.10.10	1955.10.10	1955.10.10
1956	♂	1956.10.10	1956.10.10	1956.10.10
1957	♂	1957.10.10	1957.10.10	1957.10.10
1958	♂	1958.10.10	1958.10.10	1958.10.10
1959	♂	1959.10.10	1959.10.10	1959.10.10
1960	♂	1960.10.10	1960.10.10	1960.10.10
1961	♂	1961.10.10	1961.10.10	1961.10.10
1962	♂	1962.10.10	1962.10.10	1962.10.10
1963	♂	1963.10.10	1963.10.10	1963.10.10
1964	♂	1964.10.10	1964.10.10	1964.10.10
1965	♂	1965.10.10	1965.10.10	1965.10.10
1966	♂	1966.10.10	1966.10.10	1966.10.10
1967	♂	1967.10.10	1967.10.10	1967.10.10
1968	♂	1968.10.10	1968.10.10	1968.10.10
1969	♂	1969.10.10	1969.10.10	1969.10.10
1970	♂	1970.10.10	1970.10.10	1970.10.10
1971	♂	1971.10.10	1971.10.10	1971.10.10
1972	♂	1972.10.10	1972.10.10	1972.10.10
1973	♂	1973.10.10	1973.10.10	1973.10.10
1974	♂	1974.10.10	1974.10.10	1974.10.10
1975	♂	1975.10.10	1975.10.10	1975.10.10
1976	♂	1976.10.10	1976.10.10	1976.10.10
1977	♂	1977.10.10	1977.10.10	1977.10.10
1978	♂	1978.10.10	1978.10.10	1978.10.10
1979	♂	1979.10.10	1979.10.10	1979.10.10
1980	♂	1980.10.10	1980.10.10	1980.10.10
1981	♂	1981.10.10	1981.10.10	1981.10.10
1982	♂	1982.10.10	1982.10.10	1982.10.10
1983	♂	1983.10.10	1983.10.10	1983.10.10
1984	♂	1984.10.10	1984.10.10	1984.10.10
1985	♂	1985.10.10	1985.10.10	1985.10.10
1986	♂	1986.10.10	1986.10.10	1986.10.10
1987	♂	1987.10.10	1987.10.10	1987.10.10
1988	♂	1988.10.10	1988.10.10	1988.10.10
1989	♂	1989.10.10	1989.10.10	1989.10.10
1990	♂	1990.10.10	1990.10.10	1990.10.10
1991	♂	1991.10.10	1991.10.10	1991.10.10
1992	♂	1992.10.10	1992.10.10	1992.10.10
1993	♂	1993.10.10	1993.10.10	1993.10.10
1994	♂	1994.10.10	1994.10.10	1994.10.10
1995	♂	1995.10.10	1995.10.10	1995.10.10
1996	♂	1996.10.10	1996.10.10	1996.10.10
1997	♂	1997.10.10	1997.10.10	1997.10.10
1998	♂	1998.10.10	1998.10.10	1998.10.10
1999	♂	1999.10.10	1999.10.10	1999.10.10
2000	♂	200		

336

ANASTOPOULOS LAW FIRM, LLC
All Transactions for The Office People
December 1, 2017

Item	Item	Date	Amount	Balance
10/1/17				
10/1/17	10/1/17	10/1/17	10/1/17	10/1/17
10/1/17	10/1/17	10/1/17	10/1/17	10/1/17
10/1/17	10/1/17	10/1/17	10/1/17	10/1/17

Cubicles.png
172K

ANASTOPOULOS LAW FIRM, LLC
All Transactions for Two Men and a Truck
March 11, 2018

Item	Item	Date	Amount	Balance
10/1/17				
10/1/17	10/1/17	10/1/17	10/1/17	10/1/17
10/1/17	10/1/17	10/1/17	10/1/17	10/1/17
10/1/17	10/1/17	10/1/17	10/1/17	10/1/17

Moving.png
176K

ANASTOPOULO LAW FIRM, LLC
All Transactions for Lowcountry Home Specialties Inc.
 November 1, 2017 through June 14, 2023

Type	Num	Date	Account	Amount
Nov 1, '17 - Jun 14, 23				
► Check	26338	01/31/2019	Southern First Oper...	-1,200.00 ◀
Check	22942	04/10/2018	Southern First Oper...	-27,835.97
Check	22330	02/15/2018	Southern First Oper...	-9,215.06
Check	21956	01/25/2018	Southern First Oper...	-17,991.94
Check	21951	01/19/2018	Southern First Oper...	-39,802.51
Check	21297	12/04/2017	Southern First Oper...	-12,120.00
Check	20711	11/14/2017	Southern First Oper...	-19,191.53
Nov 1, '17 - Jun 14, 23				

ANASTOPOULO LAW FIRM, LLC
All Transactions for The Office People

December 8 - 28, 2017

Type	Num	Date	Account	Amount
Dec 8 - 28, 17				
► Check	21691	12/28/2017	Southern First Oper...	-15,000.00 ◀
Check	21421	12/08/2017	Southern First Oper...	-13,909.48
Dec 8 - 28, 17				

ANASTOPOULO LAW FIRM, LLC

All Transactions for Two Men and a Truck

March 10 - 31, 2018

Type	Num	Date	Account	Amount
Mar 10 - 31, 18				
► Credit Card Charge		03/31/2018	20208 - AMEX 650...	-569.25 ◀
Credit Card Charge		03/10/2018	20208 - AMEX 650...	-1,422.50
Mar 10 - 31, 18				

RE: Relocation expenses

1 message

Arthur Pelzer <arthur@pelzerlawfirm.com>

Wed, Jun 14, 2023 at 4:55 PM

To: JC Nicholson <jc.nicholson@akimlawfirm.com>

Cc: Kamen Gregorich <Kamen@akimlawfirm.com>, TeamNicholson <teamnicholson@poulinwilley.com>, Carla Muller <carla@pelzerlawfirm.com>

JC:

Are you submitting these to Judge Price?

Where are the supporting documents, estimates, invoices, communications with vendors? Are you only providing those three expense reports and nothing else?

Thanks-

s/ Arthur

From: JC Nicholson <jc.nicholson@akimlawfirm.com>

Sent: Wednesday, June 14, 2023 4:43 PM

To: Arthur Pelzer <arthur@pelzerlawfirm.com>

Cc: Kamen Gregorich <Kamen@akimlawfirm.com>; TeamNicholson <teamnicholson@poulinwilley.com>; Carla Muller <carla@pelzerlawfirm.com>

Subject: Relocation expenses

Arthur

Attached are the reports of expenses my client incurred as a result of this situation. There are three of them with the check amounts spent shown and the date. If you have any questions or concerns, please let me know. Thanks.

JCN

JC Nicholson

Attorney



800-313-2546



Charleston

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Re: Relocation expenses

1 message

JC Nicholson <jc.nicholson@akimlawfirm.com>

Wed, Jun 14, 2023 at 5:00 PM

To: Arthur Pelzer <arthur@pelzerlawfirm.com>

Cc: Kamen Gregorich <Kamen@akimlawfirm.com>, TeamNicholson <teamnicholson@poulinwilley.com>, Carla Muller <carla@pelzerlawfirm.com>

I hadn't planned on submitting them to Judge Price but I can.

I don't believe we have copies of the checks and as far as communications and invoices with those vendors, I don't think we have them but I can check.

On Wed, Jun 14, 2023 at 4:55 PM Arthur Pelzer <arthur@pelzerlawfirm.com> wrote:

JC:

Are you submitting these to Judge Price?

Where are the supporting documents, estimates, invoices, communications with vendors? Are you only providing those three expense reports and nothing else?

Thanks-

s/ Arthur

From: JC Nicholson <jc.nicholson@akimlawfirm.com>

Sent: Wednesday, June 14, 2023 4:43 PM

To: Arthur Pelzer <arthur@pelzerlawfirm.com>

Cc: Kamen Gregorich <Kamen@akimlawfirm.com>; TeamNicholson <teamnicholson@poulinwilley.com>; Carla Muller <carla@pelzerlawfirm.com>

Subject: Relocation expenses

Arthur

Attached are the reports of expenses my client incurred as a result of this situation. There are three of them with the check amounts spent shown and the date. If you have any questions or concerns, please let me know. Thanks.

JCN

JC Nicholson
Attorney



800-313-2546



Charleston

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JC Nicholson

Attorney



800-313-2546



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Roi-Tan v. Anastopoulo (Case No. 2019-CP-10-02894): Motion to Strike Demand for Jury Trial and Motion for Rule to Show Cause

1 message

Arthur Pelzer <arthur@pelzerlawfirm.com>

Wed, Jun 14, 2023 at 5:29 PM

To: "Price, Bentley Law Clerk (Haley Kiser)" <bpricelc@sccourts.org>

Cc: "Price, Bentley Secretary (Tamara Walters)" <bpricesc@sccourts.org>, JC Nicholson <jc.nicholson@akimlawfirm.com>, TeamNicholson <teamnicholson@poulinwilley.com>, Carla Muller <carla@pelzerlawfirm.com>

Ms. Kiser:

I represent the Plaintiff in this matter. As a reminder, on May 30th 2023, Judge Price conducted a hearing on Plaintiff's Motion to Strike Demand for Jury Trial and Plaintiff's Motion for Rule to Show Cause for failure of Defendants to comply with Judge Mullen's Order to Compel to provide complete information on all damages claimed in their Counterclaims. On June 6th, Judge Price held a status conference via phone and advised that he would rule on Plaintiff's motions once the time had elapsed for Defendants to provide supplemental information on damages claims.

At the hearing on May 30th, Judge Price provided Defendants with 15 days (until June 14, 2023) to supplement their discovery response to provide complete information on their counterclaims or their counterclaims would be stricken. On June 14th, counsel for the Defendants sent the below e-mail and identified the three attachments on this e-mail as their full and complete supplemental response setting forth full and complete information for all damages claimed in their Counterclaims. The attached documents are simply account reports showing various checks and amounts. There are no estimates, invoices, communications, or any other type of supporting documentation to allow Plaintiff to develop any understanding of what the checks represent and how they relate to Defendants' Counterclaims. By follow-up e-mail on June 14th, Counsel for the Defendants advised that "I don't believe we have copies of the checks and as far as communications and invoices with those vendors, I don't think we have them but I can check". I have received no further information to back up Defendants' claim for attorney's fees totaling approximately \$20,000 other than the original response, which counsel provided to Judge Price at his request on June 7th.

From Plaintiff's perspective, the additional reports provided by Defendants, with no back up documentation of any sort, provide very little additional information to allow Plaintiff to analyze, understand, and defend against Defendants' generalized claim for \$151,110.79 in relocation expenses and 20,000 in attorney's fees and costs, despite being provided fifteen days to check for and supplement such information.

I am providing this information for Judge Price so that he has all relevant information related to Plaintiff's Motion to Strike Demand for Jury Trial and Plaintiff's Motion for Rule to Show Cause. Please let me know if Judge Price requires any additional information or input from me. I have also cc'd JC Nicholson, counsel for the Defendants, on this e-mail. If no further information or status conference is requested, we will be on stand-by to allow for Judge Price to consider and rule on the Motions.

Thank you-

s/ Arthur

Sincerely yours,

Arthur C. Pelzer, Esquire
Pelzer Law Firm, LLC
266 Meeting Street
Charleston, South Carolina 29401
Phone: 843-789-4511 Fax: 843-789-4591
www.pelzerlawfirm.com
arthur@pelzerlawfirm.com

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From: JC Nicholson <jc.nicholson@akimlawfirm.com>
Sent: Wednesday, June 14, 2023 4:43 PM
To: Arthur Pelzer <arthur@pelzerlawfirm.com>
Cc: Kamen Gregorich <Kamen@akimlawfirm.com>; TeamNicholson <teamnicholson@poulinwilley.com>; Carla Muller <carla@pelzerlawfirm.com>
Subject: Relocation expenses

Arthur

Attached are the reports of expenses my client incurred as a result of this situation. There are three of them with the check amounts spent shown and the date. If you have any questions or concerns, please let me know. Thanks.

JCN

--

JC Nicholson
Attorney



800-313-2546



Charleston

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ANASTOPOULO LAW FIRM, LLC

All Transactions for Lowcountry Home Specialties Inc.

November 1, 2017 through June 14, 2023

Type	Num	Date	Account	Amount
Nov 1, '17 - Jun 14, 23				
► Check	26338	01/31/2019	Southern First Oper...	-1,200.00 ◀
Check	22942	04/10/2018	Southern First Oper...	-27,835.97
Check	22330	02/15/2018	Southern First Oper...	-9,215.06
Check	21956	01/25/2018	Southern First Oper...	-17,991.94
Check	21951	01/19/2018	Southern First Oper...	-39,802.51
Check	21297	12/04/2017	Southern First Oper...	-12,120.00
Check	20711	11/14/2017	Southern First Oper...	-19,191.53
Nov 1, '17 - Jun 14, 23				

ANASTOPOULO LAW FIRM, LLC
All Transactions for The Office People
December 8 - 28, 2017

Type	Num	Date	Account	Amount
Dec 8 - 28, 17				
► Check	21691	12/28/2017	Southern First Oper...	-15,000.00 ◀
Check	21421	12/08/2017	Southern First Oper...	-13,909.49
Dec 8 - 28, 17				

ANASTOPOULO LAW FIRM, LLC
All Transactions for Two Men and a Truck

March 10 - 31, 2018

Type	Num	Date	Account	Amount
Mar 10 - 31, 18				
▶ Credit Card Charge		03/31/2018	20208 - AMEX 650...	-569.25 ◀
Credit Card Charge		03/10/2018	20208 - AMEX 650...	-1,422.50
Mar 10 - 31, 18				

Re: Roi-Tan v. Anastopoulos (Case No. 2019-CP-10-02894): Motion to Strike Demand for Jury Trial and Motion for Rule to Show Cause

1 message

JC Nicholson <jc.nicholson@akimlawfirm.com>

Wed, Jun 14, 2023 at 5:34 PM

To: Arthur Pelzer <arthur@pelzerlawfirm.com>

Cc: "Price, Bentley Law Clerk (Haley Kiser)" <bpricelc@sccourts.org>, "Price, Bentley Secretary (Tamara Walters)" <bpricesc@sccourts.org>, TeamNicholson <teamnicholson@poulinwilley.com>, Carla Muller <carla@pelzerlawfirm.com>

Ms. Kiser

The three expense reports identify the vendor, date and amounts. We believe the reports sufficiently identify the information requested by Plaintiffs in their supplemental interrogatories for documentation on relocation expenses. If Judge Price needs more information or has questions or concerns, we are available at his convenience. Thank you.

JCN

On Wed, Jun 14, 2023 at 5:29 PM Arthur Pelzer <arthur@pelzerlawfirm.com> wrote:

Ms. Kiser:

I represent the Plaintiff in this matter. As a reminder, on May 30, 2023, Judge Price conducted a hearing on Plaintiff's Motion to Strike Demand for Jury Trial and Plaintiff's Motion for Rule to Show Cause for failure of Defendants to comply with Judge Mullen's Order to Compel to provide complete information on all damages claimed in their Counterclaims. On June 6th, Judge Price held a status conference via phone and advised that he would rule on Plaintiff's motions once the time had elapsed for Defendants to provide supplemental information on damages claims.

At the hearing on May 30th, Judge Price provided Defendants with 15 days (until June 14, 2023) to supplement their discovery response to provide complete information on their counterclaims or their counterclaims would be stricken. On June 14th, counsel for the Defendants sent the below e-mail and identified the three attachments on this e-mail as their full and complete supplemental response setting forth full and complete information for all damages claimed in their Counterclaims. The attached documents are simply account reports showing various checks and amounts. There are no estimates, invoices, communications, or any other type of supporting documentation to allow Plaintiff to develop any understanding of what the checks represent and how they relate to Defendants' Counterclaims. By follow-up e-mail on June 14th, Counsel for the Defendants advised that "I don't believe we have copies of the checks and as far as communications and invoices with those vendors, I don't think we have them but I can check". I have received no further information to back up Defendants' claim for attorney's fees totaling approximately \$20,000 other than the original response, which counsel provided to Judge Price at his request on June 7th.

From Plaintiff's perspective, the additional reports provided by Defendants, with no back up documentation of any sort, provide very little additional information to allow Plaintiff to analyze, understand, and defend against Defendants' generalized claim for \$151,110.79 in relocation expenses and 20,000 in attorney's fees and costs, despite being provided fifteen days to check for and supplement such information.

I am providing this information for Judge Price so that he has all relevant information related to Plaintiff's Motion to Strike Demand for Jury Trial and Plaintiff's Motion for Rule to Show Cause. Please let me know if Judge Price requires any additional information or input from me. I have also cc'd JC Nicholson, counsel for the Defendants, on this e-mail. If no further information or status conference is requested, we will be on stand-by to allow for Judge Price to consider and rule on the Motions.

Thank you-

s/ Arthur

Sincerely yours,

Arthur C. Pelzer, Esquire
Pelzer Law Firm, LLC
266 Meeting Street
Charleston, South Carolina 29401
Phone: 843-789-4511 Fax: 843-789-4591
www.pelzerlawfirm.com
arthur@pelzerlawfirm.com

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From: JC Nicholson <jc.nicholson@akimlawfirm.com>
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Subject: Relocation expenses

Arthur

Attached are the reports of expenses my client incurred as a result of this situation. There are three of them with the check amounts spent shown and the date. If you have any questions or concerns, please let me know. Thanks.

JCN

JC Nicholson

Attorney



800-313-2546



Charleston

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JC Nicholson

Attorney



800-313-2546



Charleston

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**Re: [Team Nicholson] Re: Roi-Tan v. Anastopoulo (Case No. 2019-CP-10-02894):
Motion to Strike Demand for Jury Trial and Motion for Rule to Show Cause**

1 message

Kamen Gregorich <kamen.gregorich@poulinwilley.com>

Wed, Jun 28, 2023 at 3:00 PM

To: Arthur Pelzer <arthur@pelzerlawfirm.com>

Cc: "Price, Bentley Law Clerk (Haley Kiser)" <bpricelc@sccourts.org>, JC Nicholson <jc.nicholson@akimlawfirm.com>, "Price, Bentley Secretary (Tamara Walters)" <bpricesc@sccourts.org>, TeamNicholson <teamnicholson@poulinwilley.com>, Carla Muller <carla@pelzerlawfirm.com>, Angela Rigney <ARigney@charlestoncounty.org>

The following email is being sent on behalf of attorney J.C. Nicholson:

Defendants do not require another hearing unless the Court wants one. Thank you.

JC

On Wed, Jun 28, 2023 at 2:15 PM Arthur Pelzer <arthur@pelzerlawfirm.com> wrote:

Plaintiff does not need another hearing unless wanted by Judge Price, and Plaintiff is satisfied with filed Memoranda of Law and information submitted. Thanks.

Arthur C. Pelzer
Pelzer Law Firm, LLC

On Jun 28, 2023, at 1:47 PM, Price, Bentley Law Clerk (Haley Kiser) <bpricelc@sccourts.org> wrote:

Good afternoon, all,

Just to confirm, both parties agree that Judge Price has enough information after receiving the recently produced documents to make a ruling based on those documents and arguments made so far? Or are you requesting another hearing?

Thank you,

Haley Kiser

Law Clerk
The Honorable Bentley Price
100 Broad Street, Suite 432
Charleston, South Carolina 29401
Phone: (843) 958-4450
Fax: (843) 958-5095

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
ROI-TAN ENTERPRISES, LLC)
Plaintiff,)
v.)
AKIM ANASTOPOULO and)
ANASTOPOULO LAW FIRM, LLC)
Defendants.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2019-CP-10-02894

**DEFENDANTS’ SECOND
RESPONSE TO PLAINTIFF’S FIRST
REQUESTS FOR PRODUCTION**

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, Defendants submit the production of the following requested documents or things:

Supplemental Response:

Please see attached Supp_Prod_0001 – Sup_Prod_0621. For each email containing an attachment, the attachment is produced immediately following the email chain to which it belongs. In searching for and retrieving emails, Defendants used the following search terms and/or senders/recipients and searched the email accounts of Eric Poulin, Roy Willey, Casey Van Valkenburg, and Akim Anastopoulo:

- A. Cigar Factory
- B. Roi Tan
- C. Roi-Tan
- D. 701 East Bay Street
- E. Suite 304
- F. Trident Construction
- G. Trinity Partners
- H. McMillan Pazdan Smith
- I. jcalder@trinity-partners.com
- J. william@wecco.com
- K. daniel@roadstead.com

[Signatures on Following Page]

Respectfully Submitted,

Poulin | Willey | Anastopoulo

BY /s/ Eric M. Poulin
Eric M. Poulin
SC Bar Number: 100209
32 Ann Street
Charleston, SC 29403
(843) 614-8888

ATTORNEY FOR DEFENDANTS

Charleston, South Carolina
November 13, 2022

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Bentley D. Price, Circuit Court Judge

Appellate Case No. 2023-001431
Charleston County Case No. 2019-CP-10-02894

Roi Tan Enterprises LLC,

Respondent,

v.

Akim Anastopoulo and Anastopoulo Law Firm, LLC,

Appellants.

CERTIFICATE OF COUNSEL

Pursuant to Rule 210(g), SCACR, counsel for the Appellants certifies that the Record on Appeal contains all materials proposed to be included by any of the parties and not any other material.

[Signature Block on Following Page]

RECEIVED
JUN 07 2024
SC Court of Appeals

Respectfully Submitted,

POULIN | WILLEY

/s/ Eric M. Poulin

Eric M. Poulin

S.C. Bar No.: 100209

Lane Jefferies

S.C. Bar No.: 101764

32 Ann Street

Charleston, SC 29403

T: (803) 222-2222

F: (843) 494-5536

E: teamjefferies@poulinwilley.com and
eric@akimlawfirm.com

ATTORNEYS FOR APPELLANT

Dated: June 7, 2024