

EXHIBIT 2

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

Sherman Financial Group, LLC)

Plaintiff(s))

vs.)

FM FRI Greenville, LLC,)

Defendant(s))

Submitted By: Steven E. Farrar
Address: Smith Moore Leatherwood LLP, P.O. Box 87,
Greenville, SC 29602

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2013-CP - 23-03075

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E-mail:

steve.farrar@smithmoorellp.com

FILED-CLERK OF COURT
GREENVILLE CO. SOUTH CAROLINA
PAUL B. WICKENS
2013 MAY 31 AM 9:34

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)

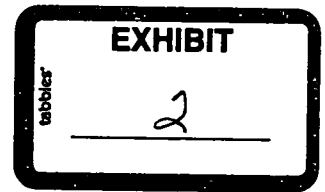
- Appeals**
- Arbitration (900)
 - Magistrate-Civil (910)
 - Magistrate-Criminal (920)
 - Municipal (930)
 - Probate Court (940)
 - SCDOT (950)
 - Worker's Comp (960)
 - Zoning Board (970)
 - Public Service Comm. (990)
 - Employment Security Comm (991)
 - Other (999)

- 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)

- Confession of Judgment (770)
- Petition for Workers Compensation Settlement Approval (780)
- Other (799)

Submitting Party Signature: _____

Date: 5/31/13



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

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, 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 GREENVILLE)

IN THE COURT OF COMMON PLEAS

2013 MAY 31 A 9:34

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSHER

Sherman Financial Group, LLC,)
Plaintiff,)

-vs-

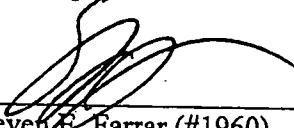
FM FRI Greenville, LLC,)
Defendant.)

SUMMONS

C.A. No. 2013-CP-23- 03075

TO: THE DEFENDANT NAMED ABOVE:

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 the said Complaint on the undersigned at his office, 300 East McBee Avenue, Suite 500, Greenville, South Carolina, 29601, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Complaint within the time aforesaid, judgment by default will be taken against you for the relief demanded in the Complaint.



Steven B. Farrar (#1960)
William B. Swent (#13519)
Jason D. Maertens (#73583)
Smith Moore Leatherwood LLP
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Post Office Box 87
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Attorneys for Plaintiff

May 31, 2013

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

2013 MAY 31 A 9:34

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMMER

Sherman Financial Group, LLC,)
)
Plaintiff,)
)
-vs-)
)
FM FRI Greenville, LLC,)
)
Defendant.)

VERIFIED COMPLAINT
(Temporary Restraining Order)
(Temporary Injunction)
(Permanent Injunction)
(Damages)

C.A. No. 2013-CP-23- 03075

Plaintiff Sherman Financial Group, LLC ("Plaintiff" or "Tenant"), complaining of defendant FM FRI Greenville, LLC ("Defendant" or "Landlord"), respectfully shows as follows:

PARTIES

1. Tenant is a Delaware limited liability company leasing in excess of 80,000 square feet of office space (the "Premises") located within that certain building now known as the Wells Fargo Building, and formerly known as Wachovia Place, and having a building address of 15 South Main Street, Greenville, South Carolina (the "Building").
2. Landlord is a Delaware limited liability company leasing the Premises to Tenant.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter.
4. This Court has jurisdiction over these parties.
5. Venue is proper in this jurisdiction in accordance with Section 15-7-30 of the South Carolina Code of Laws and South Carolina law.

FACTUAL ALLEGATIONS

6. Landlord owes Tenant in excess of one million one hundred eighty thousand dollars under the Lease (the "Unpaid Allowance").
7. On May 15, 2013, Tenant demanded Landlord pay the Unpaid Allowance.
8. In response, on May 24, 2013, in an apparent attempt to avoid its Unpaid Allowance obligations, Landlord improperly pronounced Tenant in default, alleging Tenant had "abandoned" the Premises. A copy of the May 24, 2013 letter from Landlord's counsel is attached hereto as Exhibit A.
9. To compound matters, Landlord declared that on or about June 1, 2013, Landlord will enter and demolish the Premises in order to prepare it to be leased to prospective tenants. Landlord also threatened to dispose of Tenant's personal property.
10. Landlord's claim that Tenant is in default because it "abandoned" the Premises has no basis in fact or law.
11. Tenant presently possesses and continues to use the Premises for its legitimate business purposes, and is current in the payment of rent to Landlord.
12. Tenant is not, and has never been, in default and Landlord's notice of "default" is illegitimate and constitutes an unwarranted anticipatory repudiation of the Lease.
13. Further, Tenant has not abandoned and has no intention of abandoning the Premises until the Lease term expires, and has so notified Landlord.
14. By its threats to enter the Premises and commence demolition, Landlord has violated not only the terms and conditions of the Lease but also Tenant's rights under South Carolina statute and law.

Lease Agreement

15. On May 15, 2003, Tenant entered into a lease agreement with Landlord's predecessor, DD Greenville, LLC (as heretofore amended, the "Lease"). Landlord subsequently acquired the Building and assumed the rights and obligations of DD Greenville, LLC under the Lease.

16. In exchange for rent payments, Landlord agreed to allow Tenant to lease the Premises and further agreed that Tenant "shall peacefully and quietly have, hold and enjoy the Premises throughout the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord."

17. As of Landlord's declaration of Tenant's alleged default on May 24, 2013, Tenant had paid all rent due and owing to Landlord.

18. The Lease term does not expire until November 2013.

19. Tenant has not abandoned the Premises, and does not intend to abandon the Premises, but continues to pay rent and occupies the space with fixtures and other equipment.

20. Tenant further has the right and ability to use the space, including but not limited to expanding its operations into the space, if necessary, or subleasing the space pursuant to the terms of the Lease.

Unpaid Allowance

21. Under the Lease, Landlord agreed to provide Tenant an allowance of \$20.00 per square foot of rentable office space that would be paid by Landlord against Tenant's "Qualifying Expenditures."

22. The term "Qualifying Expenditures" is defined in the Lease to mean "(i) Tenant's Architectural and Engineering fees for the Plans, (ii) Tenant's construction management fees,

(iii) Tenant's cost of constructing the Tenant Improvements, including filing and permit fees and fees payable to construction consultants, and (iv) Tenant's cost of acquiring and installing all of Tenant's signage..."

23. Acknowledging that the initial premises included 44,065 rentable square feet of office space, the parties initially stipulated that \$881,300.00 would be payable by Landlord in the name of the "Allowance."

24. Through various amendments, Landlord and Tenant added more rentable square feet of office space such that the Premises now includes in excess of 80,000 square feet.

25. Based on these additions to the Premises, the total allowance Landlord owes Tenant is \$1,187,109.05.

26. Tenant has demanded payment of the Unpaid Allowance.

27. Rather than paying the Unpaid Allowance to Tenant, Landlord fabricated its claim that Tenant "abandoned" the Premises, which is unsupported by the Lease, fact, or law, and done only in an attempt by Landlord to avoid its obligations to Tenant.

FIRST CAUSE OF ACTION
(Breach of Contract)

28. The above paragraphs are incorporated herein by reference.

29. Tenant and Landlord entered into the Lease, which is a valid and binding contract whereby Tenant agreed to pay rent and, in exchange, Landlord promised to lease the Premises to Tenant and further agreed, among other things, that Tenant "shall peacefully and quietly have, hold and enjoy the Premises throughout the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord."

30. Tenant has satisfied all of its obligations under the Lease, and is current in the payment of rent to Landlord.

31. Landlord breached the Lease by, among other things, not paying the Unpaid Allowance and by threatening to enter and demolish the Premises and prepare space for another tenant and dispose of Tenant's personal property.

32. As a direct and proximate result of this breach, Tenant has been damaged and is entitled to the total Unpaid Allowance, plus interest, the injunctive relief sought elsewhere in this Complaint, and any and all other damages arising from Landlord's breach of contract, including attorney's fees and costs.

SECOND CAUSE OF ACTION
(Breach of Implied Covenant of Quiet Enjoyment)

33. The above paragraphs are incorporated herein by reference.

34. Tenant is entitled to the quiet and peaceable possession and enjoyment of the leased Premises.

35. Landlord has breached this covenant by threatening to enter and demolish the Premises and by threatening to dispose of Tenant's personal property.

36. As a direct and proximate result of this breach, Tenant has been damaged and is entitled to the injunctive relief sought elsewhere in this Complaint, as well as any and all damages arising from the breach of covenant.

THIRD CAUSE OF ACTION
(Quantum Meruit/Unjust Enrichment)

37. The above paragraphs are incorporated herein by reference.

38. Landlord has been unjustly enriched in the amount of the Unpaid Allowance.

39. A benefit has been conferred upon Landlord by retaining the Unpaid Allowance owed to Tenant.

40. Landlord has realized that benefit, and the retention of the Unpaid Allowance by Landlord under the conditions make it unjust to retain it without paying its value.

41. Tenant has been damaged by Landlord's retention of the Unpaid Allowance, and is entitled to all damages arising from same, including but not limited to the amount of the Unpaid Allowance, plus interest.

FOURTH CAUSE OF ACTION
(Conversion)

42. The above paragraphs are incorporated herein by reference.

43. Tenant has an interest in the Unpaid Allowance.

44. Tenant has made demand for payment of the Unpaid Allowance.

45. Landlord has converted the Unpaid Allowance to its own use.

46. The use of the Unpaid Allowance is without Tenant's permission or authorization.

47. Tenant has been damaged by Landlord's conversion, and is entitled to all damages arising from the conversion, including but not limited to the amount of the Unpaid Allowance, plus interest, as well as punitive damages for Landlord's intentional, reckless, or indifference to Tenant's rights.

FIFTH CAUSE OF ACTION
(Violation of the South Carolina Unfair Trade Practices Act)

48. The above paragraphs are incorporated herein by reference.

49. By refusing to pay amounts owed under the Lease Agreement, and by threatening this Tenant with interference of the Premises, Landlord has committed a violation of the South Carolina Unfair Trade Practices Act, S.C. Code § 39-5-10, *et seq.* ("UTPA").

50. Landlord's actions are unlawful trade practices.

51. Landlord's actions have an adverse impact on the public interest and are capable of repetition.

52. As a direct and proximate result of Landlord's unlawful actions, Tenant has been damaged and is entitled to any and all damages arising out of Landlord's unlawful action, including but not limited to all actual and consequential damages, as well as attorney's fees and costs, and treble damages.

SIXTH CAUSE OF ACTION
(Injunctive Relief)

53. The above paragraphs are incorporated herein by reference.

54. As a result of the threat by Landlord to enter and demolish the Premises, and to re-lease the Premises to other potential tenants, Tenant will suffer immediate and irreparable harm by virtue of Landlord's intrusion and interruption.

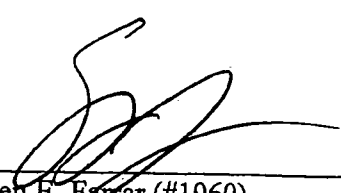
55. Tenant will succeed on the merits in that it is not in default and Landlord unilaterally seeks to evict Tenant without due process and in violation of South Carolina statute and law.

56. Tenant does not have an adequate remedy at law. If Landlord enters the premises on or before June 1, 2013, Tenant will suffer a significant business interruption, will lose the value of its leasehold improvements, will lose the flexibility to use the Premises as needed, and will experience unwanted and unwarranted invasion of its privacy as a result of Landlord's wrongful entry.

57. Therefore, in light of the Landlord's unwarranted and wrongful threat to enter the Premises and demolish the space or dispose of Tenant's personal property prior to the expiration of the lease term, Tenant is entitled to injunctive relief ordering Landlord not to enter the

Premises until the expiration of the lease term, as more fully outlined in Tenant's Motion for Temporary Restraining Order and Temporary Injunction filed concurrently herewith.

WHEREFORE, Tenant prays for all damages that follow as a natural consequence and proximate result of the contract breach, including but not limited to the payment of the Unpaid Allowance, and all actual, special, and consequential damages arising out of any and all of the above causes of action, including attorney's fees and costs, and punitive and treble damages; injunctive relief as more fully set forth in its motion for temporary restraining order and temporary injunction filed concurrently herewith; and such other and further relief that this Court deems just and proper.



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William B. Swent (#13519)
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william.swent@smithmoorelaw.com
jason.maertens@smithmoorelaw.com

Attorneys for Plaintiff

May 31, 2013

EXHIBIT A

(May 24, 2013 Letter)

HAILE SHAW & PFAFFENBERGER

ATTORNEYS AT LAW

North Palm Beach: 660 U.S Highway One, 3rd Floor, N. Palm Beach, FL 33408
Palm Beach: 249 Royal Palm Way, Suite 301A, Palm Beach, FL 33480
☎ 561.627.8100 ☎ 561.622.7603 ✉ halleshaw.com

May 24, 2013

Via E-mail (william.swent@smithmoorelaw.com)

William Swent, Esquire
Smith Moore Leatherwood LLP
300 East McBee Avenue, Suite 500
Greenville, SC 29601

Re: Sherman Financial Group, LLC ("Tenant") Lease dated May 15, 2003 (as amended, the "Lease") for premises ("Premises") at Wells Fargo Center aka Wachovia Place, Greenville, SC ("Building")

Dear Mr. Swent:

As you know, I represent FM PRI Greenville, LLC. Please be advised that the Tenant is in default under the terms of the Lease for abandoning its Premises prior to the expiration of the Lease term. Pursuant to Section 9.2.1 of the Lease, the Tenant is hereby informed that its possessory right to the Premises shall expire on May 31, 2013. Any personal property of the Tenant remaining at the Premises must be removed by Tenant prior to that date. If the Tenant's personal property is not removed, it will be disposed of at Tenant's cost. Pursuant to Section 9.3.2 of the Lease, the expiration of Tenant's right to possession shall not relieve the Tenant of its liabilities under the Lease including the obligation to pay rent. Accordingly, Tenant must continue to make the required monthly installments of rent.

The Landlord specifically reserves all of its rights and remedies available at law and under the Lease including, without limitation, the right to recover certain costs as provided in Section 9.2.2. On or about June 1, 2013, the Landlord intends to commence demolition of the Premises in order to prepare the space for reletting. After completion of the work necessary to ready of Premises for reletting, Landlord shall provide Tenant with an invoice for the cost of such work. Pursuant to Section 9.2.2. of the Lease, the Tenant is responsible for this cost.

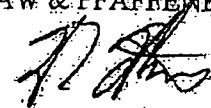
The Landlord will be putting together a list of other obligations which have been breached by Tenant (e.g., the disengagement of the FM200 fire suppression system and the failure to remove supplemental HVAC systems and the access control system) and the costs which will likely be incurred by the Landlord to cure such defaults. My client will seek recovery of such costs from the Tenant.

If you have any questions, please do not hesitate to contact me.

Sincerely,

HAILE, SHAW & PFAFFENBERGER, P.A.

By:


Wilton L. White, Esquire

WLW/PERSONAL/00204685 v.1

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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
C.A. No. 2013-CP-23- 03075

Sherman Financial Group, LLC,)
Plaintiff,)
-vs-)
FM FRI Greenville, LLC,)
Defendant.)

VERIFICATION

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSHER
2013 MAY 31 A 9:34

PERSONALLY APPEARED BEFORE ME this day SCOTT KESTER, who, after being first duly sworn, says that he is the Authorized Representative for Plaintiff Sherman Financial Group, LLC. in the above-entitled action; that he has read the foregoing Complaint and knows the same to be true, except as to those matters and things therein alleged upon information and belief, and as to those matters and things, he believes them to be true.

SHERMAN FINANCIAL GROUP, LLC

By: [Signature]
Scott Kester

Sworn to and subscribed before me this
29th day of May, 2013.

[Signature]

Notary Public for South Carolina
My Commission expires: 8/10/2016

BRIANNE H. PORTER
Notary Public, South Carolina
My Commission Expires
August 10, 2016