

Exhibit E



SMITH MOORE LEATHERWOOD

May 15, 2013

U.S. Mail and Email
bschiedemeyer@friny.com

COPY

FM FRI Greenville, LLC
2090 Palm Beach Lakes Blvd. #700
West Palm Beach, FL 33409

Re: *Lease to Sherman Financial Group, LLC dated May 15, 2003, (as heretofore amended, the "Lease")*: *Improvement Allowance Accounting and Payment Demand*

Mr. Schiedemeyer:

As you know, my firm represents Sherman Financial Group, LLC (the "Tenant" under the above-referenced Lease, and hereinafter "Sherman"). In this capacity, I am tasked to communicate a demand to you, as agent for FM FRI Greenville LLC (the "Landlord") for sums due and payable to Sherman in the amount of One Million, One Hundred Eighty-Seven Thousand, One Hundred Nine and 05/100^{ths} Dollars (\$1,187,109.05).

By way of explanation, I direct your attention to Exhibit C of the Lease, entitled "Work Letter." The Work Letter stipulates that an allowance of \$20.00 per square foot of rentable office space shall be paid by Landlord against Tenant's "Qualifying Expenditures." 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..." Acknowledging that the initial premises included 44,065 rentable square feet of office space, the parties further stipulated that \$881,300.00 would be payable by Landlord in the name of the "Allowance."

William B. Swent | Direct 864.240.2405 | Fax 864.240.2478 | William.Swent@smithmoorelaw.com

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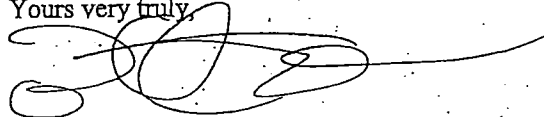
The Lease was subsequently amended in January of 2004 (the "Fourth Amendment"), adding 14,963 rentable square feet of office space. Likewise, later in the spring of 2004, the Lease was further amended (the "Fifth Amendment"), adding 6,129 rentable square feet of office space. The expansion of the Premises affected by the Fourth and Fifth Amendments to the Lease explicitly obligated Landlord to reimburse Sherman for further Tenant Improvements. Specifically, a conservative tally puts the Allowance obligation of the Fourth Amendment at \$277,480.52, and the Allowance obligation of the Fifth Amendment at \$28,328.53. In total, the Allowance specifications of the Lease come to \$1,187,109.05 (the "Total Unpaid Allowance").

I have enclosed herewith a breakdown of qualifying expenditures incurred by Sherman. I am happy to supply lien waivers and supporting invoicing upon request, but of course, the statutory time period for filing mechanic's liens has lapsed. Additionally, it should be plain that Sherman's Qualifying Expenditures well exceeded the Total Unpaid Allowance. As such, the Total Unpaid Allowance is presently due, subject to any deductions for prior payments or bathroom upfits performed by Landlord in accordance with the Lease.

In summary, this letter requests immediate payment to Sherman, delivered to my attention in the amount of \$1,187,109.05. To the extent Landlord takes the position that a deduction from this sum is due, please supply documentary detail sufficient to enable assessment of the deduction claimed. Finally, I am compelled to add that Landlord's failure to reconcile its Allowance obligations against funds allocated and reserved in connection with conveyance of the subject property smacks of conversion and deceptive practices. Under the circumstances, I trust you will work with me expeditiously to finalize a reconciliation and facilitate payment so that we may avoid additional claims for set-off of rent, interest accrual as set forth in the Lease, and recovery of attorney's fees incurred by Sherman in connection with this pursuit.

I will look forward to hearing from you, and remain,

Yours very truly,



William B. Swent

WBS/cc
GREENVILLE 1344499.1

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cc: Resurgent Capital Services, LP
Attn: Scott Kester
15 South Main St., Ste. 700
Greenville, SC 29601

Five Mile Capital Partners
Attn: David Reynolds
Three Stamford Plaza, 12th Floor
Stamford, Connecticut 06901