

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough, Master-In-Equity

RECEIVED

APR 05 2016

SC Court of Appeals

Case No. 2014-CP-10-7481
Appellate Case No. 2015-002259

Lee & Associates Charleston,
LLC,

Respondent,

v.

Chicora Gardens Holdings,
LLC, Chicora Life Center,
LC, and Jeremy Blackburn,

Of whom, Chicora Gardens
Holdings, LLC and Chicora
Life Center, LC are

Appellants.

RECORD ON APPEAL

VOLUME 2

SMITH | CLOSSER, P.A.

PIERCE HERNS SLOAN & WILSON, LLC

Steven L. Smith, Esq.
Samuel M. Wheeler, Esq.
7455 Cross County Road, Suite 1
P.O. Box 40578
Charleston, SC 29423-0578
843-760-0220
Attorneys for the Appellants

Joseph C. Wilson, IV, Esq.
Carl E. Pierce, II, Esq.
321 East Bay Street (29401)
P.O. Box 22437
Charleston, SC 29413-2437
(843) 968-0886
Attorneys for the Respondent

INDEX

1. Consent Order Referring Action, dated January 21, 2015	1
2. Order of October 16, 2015, filed October 23, 2015	4
3. Summons and Complaint	23
4. Amended Answer and Counterclaim	140
5. Plaintiff's Motion for Summary Judgment	155
6. Defendants' Response to the Plaintiff's Motion for Summary Judgment.....	294
7. Defendants' Motion for Summary Judgment	502
8. Plaintiff's Response to the Defendants' Motion for Summary Judgment	829
9. The Agreement (between Appellants and Respondent).....	39, 94, 164
10. The Lease (between Appellants and the County).....	48, 73, 770
11. Affidavit of Douglas Durbano	484, 817
12. Affidavit of Jeremy Blackburn	488, 821
13. Transcript of Summary Judgment Proceedings	870

DEFENDANTS' EXHIBIT F

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
LEE & ASSOCIATES CHARLESTON,
LLC,

Plaintiff,

v.

CHICORA GARDENS HOLDINGS,
LLC, CHICORA LIFE CENTER, LC,
and JEREMY BLACKBURN,

Defendants.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2014-CP-10- _____

COMPLAINT
(Foreclosure) (Breach of Contract)
(Quantum Meruit) (Defamation) (Libel)
(Constructive Trust) (Fraudulent
Conveyance)

(Jury Trial Demanded)

FILED
2014 DEC - 8 PM 4: 21
JULIE A. HONG
CLERK OF COURT

The Plaintiff Lee & Associates Charleston, LLC ("Lee & Associates"), complaining of the Defendants above named, alleges and states as follows:

1. The Plaintiff Lee & Associates, is a corporation formed and existing under the laws of South Carolina and providing real estate services in Charleston County.
2. Defendant Chicora Gardens Holdings, LLC, (hereafter "Chicora Gardens") is a corporation formed and existing under the laws of South Carolina, doing business in the State of South Carolina, County of Charleston.
3. Defendant Chicora Life Center, LC (hereafter "Chicora Life Center") is a corporation formed and existing under the laws of South Carolina, doing business in the State of South Carolina, County of Charleston.
5. Defendant Jeremy Blackburn (hereafter "Blackburn"), is a citizen and resident of the County of Charleston, State of South Carolina, and the Project Manager for Chicora Gardens. Upon information and belief Blackburn is a part owners of Chicora Gardens and Chicora Life Center.

FACTUAL ALLEGATIONS

6. On or around January 16, 2014, Chicora Gardens purchased the former Naval Hospital property located at 3600 Rivers Avenue in North Charleston, South Carolina (hereafter "the Subject Property"). Limited Warranty Deed, Exhibit A.

7. On or around February 3, 2014, Chicora Gardens selected Lee & Associates as its broker for the Subject Property.

8. On or around February 21, 2014, Chicora Gardens, as client, and Lee & Associates, as agent, executed the Exclusive Agency Agreement to Lease Real Property ("Exclusive Agency Agreement"), attached hereto as Exhibit B. The Agreement was for a one year term commencing February 21, 2014 and expiring January 31, 2015.

9. Since February 21, 2014, Lee & Associates has devoted substantial effort to preparing the Subject Property to be leased and to lease the Subject Property, including, but not limited to:

- a. analyzing the appropriate tenants for the Subject Property;
 - b. setting an appropriate rent for the Subject Property;
 - c. advising on preparing the Subject Property for leasing;
 - d. working with the appraiser to understand the comparable property used to determine the lease rate;
 - e. meeting with potential tenant Charleston County to present the landlord's position with regards to the rental rate;
 - f. working with Chicora Gardens to determine what the operating expenses should be;
 - g. helping draft and edit letters of intent which were sent to Charleston County;
- and

- h. working with Chicora Gardens on the layouts proposed by Charleston County.
10. From February 21, 2014 forward, Lee & Associates has performed services pursuant to the Exclusive Agency Agreement to lease the property, including services directly related to leasing part of the property to Charleston County. Throughout this time, Lee & Associates has not breached the Exclusive Agency Agreement in any way.
11. On or around June 30, 2014, Charleston County entered into a Lease ("Charleston County Lease"), attached as Exhibit C, with Chicora Life Center, as landlord, leasing the Subject Property. The Lease incorrectly identifies Chicora Life Center as the owner of the Subject Property at the time the lease was entered. Upon information and belief, the parties to the list were mutually mistaken and intended that the Lease be between Chicora Gardens, the owner of the Subject Property, and Charleston County.
12. The twenty-five (25) year lease provided for rent in the amount of \$1,177,044.00 per year (payable in installments of \$98,087.00 per month) from June 30, 2014 to June 30, 2016. Effective July 1, 2016, rent is to be adjusted based on the South Region CPI-U.
13. Based on the Exclusive Agency Agreement, Chicora Gardens owes Lee & Associates a commission for the Charleston County Lease calculated at one percent commission for all rentals due under the Charleston County Lease, such commission to be paid 50% upon execution of the lease and 50% upon occupancy by Charleston County. See Sections 23 and Exhibit B of the Exclusive Agency Agreement, Exhibit B. Based on the foregoing, Chicora Gardens owes Lee & Associates \$294,261.00 in commissions on the Charleston County Lease, 50% of which is due and owing as of June 30, 2014 and 50% of which is due and owing upon occupancy.
14. Chicora Gardens did not inform Lee & Associates about the execution of the Charleston County Lease.

15. On or around June 27, 2014, Chicora Gardens representatives requested modification or termination of the Exclusive Agency Agreement between Chicora and Lee & Associates. Chicora Gardens did not identify any basis for this request other than its own desire to exit the Exclusive Agency Agreement. There is no provision in the Exclusive Agency Agreement for early termination.
16. Chicora Gardens has since removed Lee & Associates' signage at the subject property, has refused to discuss the terms of the existing and prospective lease agreements of the subject property, has refused to pay commissions owed to Lee & Associates, and has expressed that it refuses to pay future commissions owed to Lee & Associates.
17. On or around August 6, 2014, Lee & Associates filed a Mechanic's Lien against the Naval Hospital property pursuant to S.C. Code Ann. §§ 21-5-20 and 21-5-21. The amount of damages reflected in the accompanying Verified Statement of Account was approximated based on the terms of the Listing Agreement and was calculated prior to Chicora providing a copy of the Charleston County Lease to Plaintiff.
18. On August 22, 2014, Chicora filed a Cash Bond to Release the Mechanic's Lien in the amount of \$179,400.00.
19. On August 22, 2014, the subject property was conveyed from Chicora Gardens to Chicora Life Center by virtue of a Quit Claim Deed in consideration of the sum of One and 00/100 Dollars (\$1.00).
20. Contemporaneously with the execution of the Quit Claim Deed, Chicora Life Center entered into a Mortgage, Security Agreement and Fixture Filing with UCF I Trust 1.
21. Upon information and belief, the conveyance of the Subject Property to Chicora Life Center and the conveyance of a mortgage to UCF I Trust 1 were undertaken with the intent to deprive Lee & Associates of the outstanding and future commissions owed by Chicora Gardens.

FOR A FIRST CAUSE OF ACTION
(Foreclosure of Bond)

22. Plaintiff realleges and reiterates Paragraphs 1 through 21 above as fully as if set forth herein verbatim.

23. Lee & Associates assisted in securing a lease of the Subject Property, with notice and consent of Chicora Gardens and pursuant to the Exclusive Agency Agreement.

24. Lee & Associates has demanded payment of the commission due to based on the Charleston County Lease, and Chicora Gardens has wrongfully refused and continues to refuse to pay Lee & Associates. There is now a balance due and owing to Plaintiff in the amount of half of the commission on the Charleston County Lease, or \$147,130.50, together with costs, interest, and attorney's fees as provided by contract and statute, and an additional \$147,130.50 due the upon occupancy of the Subject Property By Charleston County.

25. On or around August 6, 2014, Lee & Associates filed a Mechanic's Lien against the subject property pursuant to S.C. Code Ann. §§ 21-5-20 and 21-5-21. Mechanic's Lien attached hereto as Exhibit D.

26. On August 22, 2014, Chicora Gardens filed a Cash Bond to Release the Mechanic's Lien in effect discharging and releasing the Mechanic's Lien, pursuant to S.C. Code Ann. § 29-5-110. Cash Bond to Release the Mechanic's Lien attached hereto as Exhibit E.

27. By virtue of the filing of its Mechanic's Lien, and pursuant to Defendant Chicora Garden's indebtedness to Lee & Associates, Lee & Associates is entitled to an Order foreclosing its Mechanic's Lien against the Surety Bond posted by Chicora Gardens, and shall be applied to the account of Lee & Associates, together with the costs, interest, and attorney's fees as provided by contract and statute.

FOR A SECOND CAUSE OF ACTION
(Breach of Contract)

28. Plaintiff realleges and reiterates Paragraphs 1 through 27 as fully as if set forth herein verbatim.

29. Lee & Associates properly performed its services pursuant to the Exclusive Agency Agreement with Chicora Gardens.

30. Chicora Gardens has breached the Exclusive Agency Agreement by failing and refusing to pay Lee & Associates commissions due and owing under the Exclusive Agency Agreement and to pay future commissions due to Lee & Associates.

31. As a direct and proximate result of Chicora Garden's breach of the Exclusive Agency Agreement, Lee & Associates is entitled to recover actual damages, plus the incidental, consequential, and special damages resulting therefrom, including the costs and attorney's fees associated with this action.

FOR A THIRD CAUSE OF ACTION
(Quantum Meruit)

32. Plaintiff realleges and reiterates Paragraphs 1 through 31 above as fully as if set forth herein verbatim.

33. Lee & Associates provided real estate agency services to Chicora Gardens regarding the Subject Property as is more fully set forth above.

34. Lee & Associates' real estate agency services were provided to Chicora Gardens with the knowledge and consent of Chicora Gardens, and Chicora Gardens received the value and benefit of these services.

35. Chicora Gardens' failure to pay Lee & Associates for its real estate agency services constitutes unjust enrichment for Chicora Gardens.

36. As a direct and proximate result of Chicora Gardens' unjust enrichment as described above, Lee & Associates has suffered pecuniary losses and is entitled to recover from Chicora Gardens in quantum meruit actual damages, plus the incidental, consequential, and special damages resulting therefrom, including the costs and attorney's fees associated with this action.

FOR A FOURTH CAUSE OF ACTION
(Defamation/Libel)

37. Plaintiff realleges and reiterates Paragraphs 1 through 36 above as fully as if set forth herein verbatim.

38. On or about August 18, 2014, Defendant Jeremy Blackburn, both individually and in his capacity as Project Manager and part owner of Chicora Gardens and Chicora Life Center, published an email in which Blackburn wrongfully accused Lee & Associates of substantial non-performance of the Exclusive Agency Agreement, that Lee & Associates was willfully incompetent in its field of business, and that the mechanics lien filed by Lee & Associates was illegal. August 18, 2014 email of Blackburn, attached hereto as Exhibit F.

39. The above-referenced August 18, 2014 email was delivered to and read by the Mayor of North Charleston and the Charleston County Administrator, neither of whom was a party to the Agreement.

40. The email wrongfully accused Plaintiff of conducting bad business practices in frustration of the Agreement.

41. The email wrongfully libeled Plaintiff by accusing Plaintiff of being unfit in its business and profession.

42. The email referred to Lee & Associates by name throughout, was made of and concerning Lee & Associates and was so understood by those who read the email.

43. Defendant Blackburn's statements were and are false and defamatory, and, upon information and belief, Blackburn made and published such statements to others, knowing them to be false, with actual malice and ill will, and/or with reckless disregard for the truth or falsity of such statements, for the purposes and intent of lowering Lee & Associates in the estimation of the industry and the community and causing damage to Plaintiff's business and reputation.

44. Defendant Blackburn's defamatory statements constitute libel, per se and are actionable per se pursuant to South Carolina Code of Laws Ann. § 16-7-150.

45. As a direct and proximate result of Blackburn's defamatory statements, Lee & Associates has suffered, among other things, humiliation and scorn, and injury to its reputation both with respect to reputation within the community. As a result, Lee & Associates is entitled to recover from Blackburn, Chicora Gardens, and Chicora Life Center actual damages, plus the incidental, consequential, and special damages resulting therefrom, including the costs and attorney's fees associated with this action.

46. Defendant Blackburn's conduct is and was willful, wanton, or in reckless disregard of Lee & Associates' rights, and Lee & Associates is further entitled to punitive damages against Blackburn, Chicora Gardens, and Chicora Life Center.

FOR A FIFTH CAUSE OF ACTION
(Constructive Trust)

47. Plaintiff realleges and reiterates Paragraphs 1 through 46 above as fully as if set forth herein verbatim.

48. That portion of any rents collected by Defendants from the lease of the Subject Property and representing the commissions owed to Lee & Associates do not equitably belong to Defendants, and Defendants may not in good conscience retain or withhold commission from Lee &

Associates.

49. Lee & Associates is rightfully entitled to its commission on all of the rents collected by Defendants.

50. Based upon the foregoing, Lee & Associates is entitled to the entry of an order imposing a constructive trust on all monies obtained by Defendants from rents on the Subject Property in the amount of the commissions owed to Lee & Associates.

FOR A SIXTH CAUSE OF ACTION
(Fraudulent Conveyance under S.C. Code Ann. § 27-23-10)

51. Plaintiff realleges and reiterates Paragraphs 1 through 50 above as fully as if set forth herein verbatim.

52. The Subject Property has been conveyed from Chicora Gardens to Chicora Life Center by virtue of a Quit Claim Deed dated August 22, 2014, and in consideration of the sum of One and 00/100 Dollars (\$1.00). Quitclaim Deed, attached hereto as Exhibit G.

53. Contemporaneously with the execution of the Quit Claim Deed, Chicora Life Center entered into a Mortgage, Security Agreement and Fixture Filing with UCF 1 Trust 1, Mortgage, Security Agreement and Fixture Filing with UCF 1 Trust 1, attached hereto as Exhibit H.

54. Upon information and belief, Chicora Gardens and Chicora Life Center are alter ego business entities.

55. Chicora Gardens continues to exercise control and dominion over the Subject Property even though title has been transferred to Chicora Life Center.

56. The transfer of the subject property from Chicora Gardens to Chicora Life Center and the mortgage provided by Chicora Life Center to UCF 1 Trust 1 were made for inadequate

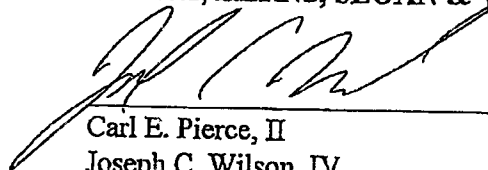
consideration, were made to defraud Lee & Associates, and should be declared void and of no force or effect as to Lee & Associates' ability to recover from Chicora Gardens.

57. Plaintiff demands a jury trial for all causes of action at law.

WHEREFORE, Plaintiff Lee & Associates prays that it be awarded judgment as follows:

- a. foreclosure of Lee & Associates' mechanics lien against the Defendant Chicora Gardens' Bond;
- b. judgment against all Defendants for actual damages, plus the incidental, consequential, and special damages;
- c. costs and attorney's fees associated with this action pursuant to S.C. Code Ann. §§ 29-5-20 and 27-1-15 and pursuant to the terms of the Exclusive Agency Agreement;
- d. punitive damages against all Defendants; and
- e. such further relief as the Court deems just and proper.

PIERCE, HERNS, SLOAN & WILSON, LLC



Carl E. Pierce, II
Joseph C. Wilson, IV
Kristen B. Fehsenfeld
321 East Bay Street (29401)
PO Box 22437 (29413)
Charleston, South Carolina
843-722-7733/843-722-7732 fax
Attorneys for Lee & Associates Charleston, LLC

12/8, 2014
Charleston, South Carolina

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Lee & Associates Charleston, LLC)

Plaintiff,)

vs.)

Chicora Gardens Holdings, LLC., Chicora
Life Center, LC., and Jeremy Blackburn)

Defendants.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL DISTRICT
CASE NO.: 2014-CP-10-7481

DEFENDANTS' NOTICE OF MOTION
AND MOTION FOR SUMMARY
JUDGMENT

2015 SEP -3 PM 1:07

TO: JOSEPH C. WILSON, IV, ATTORNEY FOR THE PLAINTIFF

The Defendants, Chicora Gardens Holdings, LLC, Chicora Life Center, LC ("Chicora") and Jeremy Blackburn ("Blackburn"), by and through their undersigned attorney, hereby move for summary judgment on: (1) Chicora's Dissolution of Lien Counterclaim; and (2) Plaintiff's Defamation Claim against Blackburn.

Brief History

Chicora is the owner of the Old Navy Hospital, located at 3600 Rivers Avenue, in North Charleston ("Hospital"). Chicora and Lee ("Parties") entered into an agency agreement on February 21, 2014 ("Agreement"). Under the terms of the Agreement, the meaning of which are in dispute, Lee was to market and help secure a tenant for the Hospital. On or around June 30, 2014, Chicora agreed to the terms of a contract ("Lease") under which it would rent the Hospital to the County of Charleston ("County"). On August 6, 2014, prior to the County taking occupancy, Lee filed a mechanic's lien on the Hospital pursuant to § 29-5-21 of the South Carolina Code of Laws, forcing Chicora to post a significant bond. Lee then filed suit on December 8, 2104, claiming that it was entitled to foreclose on this bond in addition to defamation damages against

Blackburn.

Summary Judgment Standard

A trial court should grant a motion for summary judgment when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." S.C.R.C.P. 56(c); *see also Tupper v. Dorchester County*, 326 S.C. 318, 487 S.E.2d 187 (1997). Under Rule 56(c), SCRCF, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. *Baughman v. American Tel. & Tel. Co.*, 306 S.C. 101, 410 S.E.2d 537 (1991). Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. Rather, the non-moving party must come forward with specific facts showing there is a genuine issue for trial. S.C.R.C.P. 56(e); *SSI Med. Servs., Inc. v. Cox*, 301 S.C. 493, 392 S.E.2d 789 (1990); *NationsBank v. Scott Farm*, 320 S.C. 299, 465 S.E.2d 98 (Ct. App. 1995). In determining whether any triable issues of fact exist, the evidence and all reasonable inferences therefrom must be viewed in the light most favorable to the non-moving party. *Summer v. Carpenter*, 328 S.C. 36, 492 S.E.2d 55 (1997); *Hamiter v. Retirement Div. of South Carolina*, 326 S.C. 93, 484 S.E.2d 586 (1997); *City of Columbia v. American Civil Liberties Union*, 323 S.C. 384, 475 S.E.2d 747 (1996). Even viewing the evidence in the light most favorable to Lee, Chicora is still entitled to summary judgment on both the mechanic's lien and defamation issues.

Dissolution of The Mechanic's Lien

Lee had no right to file a mechanic's lien on the Hospital because it did not meet the strict statutory requirements. This Court should grant Chicora's motion for summary judgment on this

issue, dissolve the lien and return Chicora's bond.

At each stage of this litigation, whether in its Pleadings or its pending Motion for Summary Judgment, Lee has confused its belief that it is owed commission under the Agreement with an undeserved right to file a mechanic's lien on the Hospital. This logic represents Lee's clear misunderstanding of the mechanic's lien it filed. What Lee believes it is entitled to under the terms of the Agreement and what the relevant mechanic's lien statute requires are two significantly different issues. Lee's confusion of these issues began in its Pleadings, which stated under Lee's "Foreclosure of Bond" Cause of Action, "Lee & Associates has demanded payment of the commission due based on the Charleston County Lease, and...pursuant to Defendant Chicora Garden's indebtedness to Lee & Associates, Lee & Associates is entitled to an Order foreclosing its Mechanic's Lien..." *Defendants' Exhibit A*. Lee's misunderstanding became much more apparent when it filed a motion for summary judgment on its foreclosure claim. Lee's motion stated, "The Exclusive Agency Agreement unambiguously manifests the parties' intent that Lee & Associates was to receive a commission on all leases entered during the term of the agreement, including any leases with Charleston County. In short, it is a clear debt that is due and owing and, pursuant to S.C. Code § 29-5-21(B), Lee & Associates was entitled to a mechanic's lien on the Subject Property to enforce their rights." *Defendants' Exhibit B*.

Lee seems to think that the existence of the Agreement coupled with the Lease (i.e., Lee's reason for arguing that it is owed a commission) were sufficient to warrant Lee's filing of the mechanic's lien at issue in this case. These repeated and misguided arguments completely ignore essential language in the statute on which Lee relied to file its lien.

Section 29-5-21 of the South Carolina Code of Laws, states in relevant part:

(B)(1) A real estate licensee who, by virtue of a written agreement with the owner, performs professional services for which he is licensed under Title 40 incident to

marketing, developing, or improving commercial real estate preparatory to or as a part of a commercial real estate lease or rental transaction involving the commercial real estate, has furnished labor or material for the improvement of commercial real estate within the meaning of Section 29-5-20.

(2) A real estate licensee shall not acquire a lien under this subsection unless:

(b) the real estate licensee or the real estate licensee's affiliated licensees provide licensed services that result, during the term of a written agreement described in item (1) of this subsection, in the procuring of a person or entity that rents or leases the commercial real estate or rents or leases an interest in the commercial real estate upon terms contained in a written agreement described in item (1) of this subsection.

S.C. Code Ann. § 29-5-21

The statute makes clear that the existence of (1) a written agreement between a real estate licensee and owner (i.e., the Agreement in this case), and (2) a lease between the owner and a tenant (i.e., the Lease in this case), are merely the first and last elements. *(It must be noted that this section assumes the Lease itself qualifies under the § 29-5-21. This motion argues below that it does not qualify).* The operative language, which Lee has continuously failed to address, states that the licensee must provide services that “*result in* (emphasis added) the procuring of a person or entity that rents or leases the commercial real estate...” *S.C. Code Ann. § 29-5-21(B)(2)(b).*

Lee’s involvement did not “result in” the procurement of the Lease

By its own admission, Lee did not meet the statutory requirement that a real estate licensee provide services that “result in” the procuring of a lease. In its Motion for Summary Judgment, Lee admits that it “may arguably” not have had the right to file the lien. *Defendants’ Exhibit B.* Lee has continuously justified its filing of the lien by stating that it was “involved in” the procuring of the Lease. Any “involvement” on the part of Lee was indirect, very limited and over a short period of time. It was insufficient to “result in” procuring The Lease and, therefore, did not meet the strict requirements of § 29-5-21.

First, Lee's "involvement" was indirect, as the County decided that it would prefer to negotiate solely with Chicora. This is evidenced by numerous communications and interactions, including a string of e-mails between Lee and the County as well as between Lee and Chicora. On March 18, a representative from Lee, Bob Nuttall ("Nuttall"), sent an e-mail to the County requesting a meeting to discuss a potential lease. *Defendants' Exhibit C*. The County refused, causing Nuttall to send several Chicora representatives an e-mail expressing his frustration. His e-mail stated, "Is there some reason the county doesn't want to meet with Milton [another Lee representative] or me? First, they cancel the meeting we scheduled with them last week and now they have scheduled a one which doesn't include us after we tried to reschedule the one they canceled." *Id.* It came to light during Chicora's negotiation with the County that certain County representatives had a personal dispute with certain Lee representatives. *Defendants' Exhibit I*. This dispute manifested itself on several occasions, including at a meeting attended by Blackburn and County representatives. *Defendants' Exhibit J*. When Lee representatives attempted to attend this meeting, County representatives refused to participate. *Id.* Douglas Durbano and Lee mutually agreed that it would be best, given this dispute, if Lee did not have direct communications with the County. *Defendants Exhibit I*. All of the above is clear evidence that the County did not want to conduct discussions with Lee and that Lee wasn't involved in direct negotiations with the County.

Second, Lee's involvement was so limited that it did not rise to the level necessary to meet the statutory requirements of § 21-5-21. As mentioned above, Lee has offered e-mail exchanges between Lee and Chicora that to prove it was "involved" in procuring the Lease. These e-mails and, thus, Lee's indirect "involvement" ended on or around April 4, 2014. *Defendants' Exhibit D*. The Lease, however, was signed on June 30, 2014, leaving a nearly three month gap of time in

which Lee was not “involved.” In reality, during this timeframe, it was the extensive efforts of Chicora that “resulted in” it procuring a lease with the County. From April 5, 2014 to June 30, 2014, Chicora exchanged hundreds of e-mails between itself and with the County in its efforts to secure a lease. *Defendants’ Exhibit E*. The majority of the negotiations to secure the Lease was conducted in this timeframe. Chicora and the County exchanged numerous drafts of and revisions to the Lease. They went back and forth over the language and small details of the Lease. Absent from these discussions were all Lee representative, who weren’t even included indirectly by virtue of being copied on the e-mail exchanges. *Id.* In the end, Lee wasn’t even aware that Chicora had reached an agreement with the County, as evidenced by an e-mail from Nuttall on July 3, 2014, in which he requests a copy of the Lease. *Defendants’ Exhibit F*. It stands to reason that if Lee had provided services that “resulted in” procuring the Lease, then it would have actually had a copy of the Lease, or at least one of the numerous drafts exchanged. The reality is that Lee was not included in negotiations with the County after April 4, 2014. If Lee wasn’t at the table, then there services in no way “resulted in” the procuring of the Lease.

The Language of § 29-5-21 Must Be Strictly Construed

By furthering this “involved in” argument, Lee is effectively attempting to play the role of the Legislature and rewrite the language of § 29-5-21. There currently exists no reported case in which a South Carolina court has taken up the issue of interpreting the relevant language of § 29-5-21(B) (A few cases have looked at the statute in making rulings about surveyors, but those are not relevant to this litigation). South Carolina courts, however, have repeatedly held that mechanics’ liens are “purely statutory and may be acquired and enforced only in accordance with the terms and conditions set forth in the statutes creating them.” *Ferguson Fire and Fabrications, Inc. v. Preferred Fire Protection, L.L.C., et. al.* 409 S.C. 331, 762 S.E.2d 561 (S.C. 2014). More

importantly, they have held that mechanics' liens statutes must be "strictly followed." *Butler Contracting, Inc. v Court St., L.L.C.* 369 S.C. 121, 631 S.E.2d 252 (2006). See *Shelley Constr. Co. v. Sea Garden Homes, Inc.*, 287 S.C. 24, 336 S.E.2d 488 (Ct.App.1985) (stating mechanic's liens can only be "enforced in accordance with the conditions of the statute creating them"); *Clo-Car Trucking Co. v. Cliffure Estates of S.C., Inc.*, 282 S.C. 573, 320 S.E.2d 51 (Ct.App.1984) (stating the court is "not at liberty to depart from the plain meaning of [the] language" contained in the mechanic's lien statute). When operating under this plain meaning rule, "it is not the court's place to change the meaning of a clear and unambiguous statute." *Hodges v. Rainey*, 341 S.C. 79, 533 S.E.2d 578 (2000). (stating, "[w]here the statute's language is plain and unambiguous, and conveys a clear and definite meaning, the rules of statutory interpretation are not needed and the court has no right to impose another meaning.") *Id.* Furthermore, courts are not "at liberty, under the guise of construction, to alter the plain language of the statute by adding words which the Legislature saw fit not to include." *Shelley Constr. Co. v. Sea Garden Homes, Inc.*, 287 S.C. 24, 336 S.E.2d 488 (Ct.App.1985). If the courts do not have the ability to alter plain language, then Lee certainly does not. The Legislature "saw fit not to include" any language in line with Lee's interpretation of §29-5-21. For example, the Legislature did not include language that would suggest that a licensee's "involvement in" or "contributions to" the procuring of a lease is sufficient to meet the requirements placed in statute by the Legislature.

The language is clear and unambiguous in its requirement that a real estate licensee provide services that "result in" the procuring of a lease. And this unambiguous language must be strictly followed. The County terminated any direct discussions with Lee around March 19, 2014, and Lee's "involvement" after that could only be considered as mere ancillary contributions. Moreover, Lee's indirect "involvement" ended on April 4, 2014, leaving a significant gap of time

in which Chicora, not Lee, was doing the necessary work that “resulted in” the procuring of the Lease.

Lee’s Timing in Filing the Lien was Premature

Lee’s mechanic’s lien on the Hospital was premature because a fully effective and binding lease did not exist between Chicora and the County at the time Lee filed it. Section 29-5-21(B)(2) of the South Carolina Code of Laws, states that a real estate licensee shall not acquire a lien under this subsection unless a person or entity rents or leases the property upon which a lien is being filed. Unfortunately, the Lease was not a contract under which the only remaining step was for the County to pay Chicora. It was at best an agreement to agree. The Lease had an undetermined start date and numerous prerequisites to the triggering of that start date. In Section 2, the Lease states that the twenty-five year lease will not begin until the “Effective Date.” *Defendants’ Exhibit G*. The “Effective Date” was to be “the date Tenant takes possession of [the Hospital] and all of the following events have occurred...” *Id.* Section 2 then lists no less than five events that would have had to occur before the County would have agreed to take possession. If Chicora was unable to meet the County’s requirements, then the County could walk away from the Lease without paying Chicora damages.

Without considering these contingencies, Lee determined that the mere signing of the Lease by Chicora and the County enabled Lee to file a lien. This logic runs contrary to the principles of fairness on which the entirety of South Carolina’s mechanics’ liens statutes are based. This series of statutes offers a method of recourse for a person or entity who has not been paid for providing improvements to an owner’s property. *See generally, S.C. Code Ann. §§ 29-5-10 and 29-5-20*. The purpose of these statutes is place each party on an equal footing whereby a laborer is paid for the benefit he bestowed upon a property owner. *Id.* There is of course the underlying

assumption that the owner of property received some form of benefit, the nonpayment for which would result in him or her being unjustly enriched. It is doubtful that the Legislature intended to allow a real estate licensee, pursuant to §29-5-21, to file a lien on a property that (1) wasn't subject to a fully effective and binding lease and (2) wasn't actually generating any income for the owner. These are the circumstances present in this case. To date, the County has not taken occupancy of the Hospital, and Chicora has yet to collect a single rent payment. As a result, Lee's filing of its mechanic's lien was premature and, furthermore, created additional unnecessary road blocks to the County taking occupancy, which would have triggered income for Chicora and a potential commission for Lee.

Conclusion

Pursuant to a long line of South Carolina case law regarding mechanics' liens statutes, the language of § 29-5-21 must be strictly followed. There exists no genuine issues of material fact regarding Lee's services as they relate to the relevant mechanic's lien statute. The evidence shows that Lee was not involved in direct negotiations with the County, at the County's request. Its indirect and limited "involvement" concluded on April 4, 2014. For nearly three months, Chicora negotiated with the County exclusive of any involvement by Lee. Lee's services did not "result in" the procurement of the Lease and were, therefore, insufficient to meet the statutory requirements. Even if this Court determines that Lee did provide the statutory required services, then Lee was still not entitled to file a lien. A fully effective lease did not exist between Chicora and the County, the existence of which being required before Lee was allowed to file a lien pursuant to § 29-5-21. For these reasons, this Court should grant Chicora summary judgment, dissolve the lien, and order the bond to be released.

Defamation

The speech giving rise to Lee's defamation claim against Blackburn is completely contained in a single e-mail sent to two Lee representatives, Nuttall and Milt Thomas, as well as several other people who had an interest in the Hospital being leased. *Defendants' Exhibit H*. The Parties admit that this e-mail is the source of Blackburn's allegedly defamatory publication, and it is the lone communication on which Lee has based its entire defamation cause of action.

The tort of defamation enables recovery when a plaintiff has suffered "injury to his or her reputation as the result of the defendant's communications to others of a false message about the plaintiff. *Erickson v. Jones Street Publishers, L.L.C* 368 S.C. 444, 629 S.E.2d 653 (2006). To establish a defamation claim, a plaintiff must prove: (1) a false and defamatory statement was made; (2) the unprivileged statement was published to a third party; (3) the publisher was at fault; and (4) either the statement was actionable regardless of harm or the publication of the statement caused special harm. *Erickson v. Jones St. Publishers, LLC*, 368 S.C. 444, 629 S.E.2d 653 (2006); *Fleming v. Rose*, 350 S.C. 488, 567 S.E.2d 857 (2002). Based on the pleadings, depositions, answers to interrogatories, and affidavits on file, Lee has failed to meet the elements, and Chicora is entitled to judgment as a matter of law.

Blackburn's Statements were Neither Defamatory Nor False

A communication is considered to be defamatory "if it tends to harm the reputation of another as to lower him in the estimation of the community or to deter third persons from associating with him." *Holtzscheiter v. Thomson Newspapers, Inc.*, 332 S.C. 502, 506 S.E.2d 497 (1995). It is important to note the timing of and circumstances surrounding Blackburn's e-mail, which he references in the first sentence, stating, "We have received notice of your Workman's Lien placed on the Chicora Life Center." *Defendants' Exhibit H*. At this point, Lee had initiated

legal action against Chicora, and Blackburn felt it necessary to reach out to Lee and to explain why he believed their course of action was both unwarranted and untimely. Despite being put in the position of defending against legal action, Blackburn expresses pain and remorse over the ordeal, when he stated, "there are many factors that you may not have considered, and we may need to hear from you on what has upset you as well. These are things that we feel could reasonably be discussed if given the chance." *Id.* Blackburn urges Nuttall and Thomas to meet with Blackburn so that they can discuss a potential resolution. Moreover, throughout the e-mail, he offers his and Chicora's willingness to participate in alternative dispute resolution (ADR), which he felt was mandated by the Agreement. *Id.* He references time and time again that he was hurt by Lee's action and that it will cause harm to many parties interested in see a tenant occupy the Hospital. When read in its entirety, the e-mail does not "tend to harm the reputation of Lee." *Id.* Nor does it accuse Lee of being "willfully incompetent in its field of business," as Lee claims in its Complaint. If anything, it indicates that Lee has significant leverage, requiring Blackburn to effectively beg to have the lien removed.

In any defamation case, truth is the ultimate defense. *See Ross v. Columbia Newspaper, Inc.* 266 S.C. 75, 221 S.E.2d 770 (1976) (stating, "The truth of the matter published is, of course, a complete defense to an action based on defamation."). In South Carolina, it is not necessary for a defamatory statement to be entirely true. *See Anderson v. Stanco Sports Library, Inc.*, 542 F.2d. 638 (4th Cir. 1976) (holding that substantial truth is a valid defense). Each statement in Blackburn's e-mail was true or substantially true. As stated above, his primary purpose of the e-mail was to explain to petition Lee to engage in alternative dispute resolution pursuant to the Agreement. Further purposes of Blackburn's e-mail were to outline why he thought the lien was inappropriate and how it was negatively affecting Lee's ability to obtain funding, in addition to all

collateral events contingent on that funding. All Blackburn's references to ADR, effects of the lien, and the reasons why he thought the lien was improperly filed were completely or substantially true.

Blackburn's Statements were Conditionally Privileged

In a defamation case, a "defendant may assert the affirmative defense of conditional or qualified privilege." *Swinton Creek Nursery v. Edisto Farm Credit, ACA*, 334 S.C. 469, 514 S.E.2d 126 (1999). Under this defense, a party who publishes an allegedly defamatory statement about another is "not liable for the publication if (1) the matter is published upon an occasion that makes it conditionally privileged, and (2) the privilege is not abused." *Id.*

In *Bell v. Bank of Abbeville*, our Supreme Court held:

In determining whether or not the communication was qualifiedly privileged, regard must be had to the occasion and to the relationship of the parties. When one has an interest in the subject matter of a communication, and the person (or persons) to whom it is made has a corresponding interest, every communication honestly made, in order to protect such common interest, is privileged by reason of the occasion. The statement, however, must be such as the occasion warrants, and must be made in good faith to protect the interests of the one who makes it and the persons to whom it is addressed.

Bell v. Bank of Abbeville, 208 S.C. 490, 38 S.E.2d 641 (1946).

The court further stated that the question of whether an occasion gives rise to a qualified or conditional privilege is one of law for the court. *Id.* Whether the privilege has been abused is a question for the jury. *Swinton Creek* at 334 S.C. at 485, 514 S.E.2d at 134. However, this issue is irrelevant, given that this case is a non-jury action, begun presided over by the master-in-equity.

Each recipient of Mr. Blackburn's e-mail had a corresponding interest in the subject matter of the communication: Lee's lien and the effect it was having on leasing the Hospital. The e-mail was sent to Nuttall, Thomas, Lee's attorneys who filed the lien, several Chicora representatives,

the Mayor of North Charleston and Kurt Taylor, who was Chicora's point person at the County during the negotiations of the Lease. In its Complaint, Lee contends that because the e-mail was sent to the Mayor and Taylor, it was unprivileged. *Defendants' Exhibit A*. However, the Mayor and Taylor each had an equal interest in the subject matter of Blackburn's email. Blackburn notes their interest at several points in the e-mail. For example, he states that the lien was preventing Chicora from closing on a loan that was necessary to pay for (1) its \$1 million dollar debt to the City of North Charleston for the purchase of the Hospital and (2) renovations that would enable the County to occupy the Hospital. It is impossible to contend that the Mayor did not have an interest in a lien that could potentially cost his city \$1 million dollars. In regard to Taylor, he spent countless hours negotiating the Lease with Chicora. Furthermore, if the lien prevented the County from taking possession of the Hospital, then he would be charged with the responsibility of finding a new location for the County. Considering the amount of time and effort it took Taylor and Chicora to agree to the terms of the Lease, he, too, had a significant interest in occupying the Hospital (and not being forced to find another location).

In order to protect the corresponding interests of all the recipients of Blackburn's e-mail, it was necessary for the recipients to understand why Blackburn and, by extension, Chicora thought the lien was both improper and threatening to the Lease. Blackburn identified multiple reasons why he felt the lien was wrong, one of which was his belief that Lee had breached the contract by not properly marketing the Hospital. In no way did Mr. Blackburn suggest that Lee was willfully incompetent in its field of business. He instead limited the scope of his e-mail to Chicora's relationship with Lee and sent it to parties who would have been interested in learning of the lien and the circumstances leading up to Lee filing said lien.

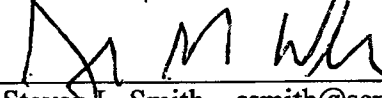
Because the occasion and recipients of Blackburn's e-mail gives rise to a qualified privilege, there "is a prima facie presumption to rebut the inference of malice, and the burden is on the plaintiff to show actual malice or that the scope of the privilege has been exceeded." *Swinton Creek Nursery*, 334 S.C. at 484–85, 514 S.E.2d at 134. In order to prove actual malice, the plaintiff must "show that the defendant was activated by ill will in what he did, with the design to causelessly and wantonly injure the plaintiff; or that the statements were published with such recklessness as to show a conscious disregard for plaintiff's rights." *Id.* Blackburn's e-mail was not "activated by ill will," and it was not designed to "causelessly and wantonly injure" Lee. Nor were Blackburn's statements "published with such recklessness as to show a conscious disregard for the plaintiff's rights." As stated above, the entire e-mail was effectively a plea for Lee to engage in ADR or at least meet with him to discuss possible resolutions. He demonstrated remorse about the lien and attempted to convey how harmful it would be to Chicora as well as to the County and the City of North Charleston. Granted, he expressed frustration over what he believed to be Lee's shortcomings under the terms of the Agreement, but these frustrations in no way rose to the level of actual malice.

Lee failed to meet the elements of its libel claim against Blackburn. Blackburn's e-mail was not defamatory, it contained exclusively truthful statement, and it was conditionally privileged. Nothing in the pleadings, motions, or evidence to this point would indicate that the privilege was abused; therefore, there is no genuine issue as to material facts and Chicora is entitled to judgment as a matter of law.

Conclusion

For all of the aforementioned reasons, Chicora requests that this Court grant its Motion for Summary Judgment on (1) Chicora's Dissolution of Lien Counterclaim; and (2) Plaintiff's Defamation Claim against Blackburn.

SMITH | CLOSSER, P.A.



Steven L. Smith – ssmith@scnlaw.com
(SC Bar No.: 05173)

Zachary J. Closser – zclosser@scnlaw.com
(SC Bar No.: 74005)

Samuel M. Wheeler – swheeler@scnlaw.com
(SC Bar No.: 101008)

7455 Cross County Road, Suite 1

P.O. Box 40578

Charleston, SC 29423-0578

843-760-0220

Attorneys for the Defendants

September 3, 2015
Charleston, South Carolina

15-015

DEFENDANTS' EXHIBIT A

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
LEE & ASSOCIATES CHARLESTON,
LLC,

Plaintiff,

v.

CHICORA GARDENS HOLDINGS,
LLC, CHICORA LIFE CENTER, LC,
and JEREMY BLACKBURN,

Defendants.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2014-CP-10-_____

COMPLAINT
(Foreclosure) (Breach of Contract)
(Quantum Meruit) (Defamation) (Libel)
(Constructive Trust) (Fraudulent
Conveyance)

(Jury Trial Demanded)

FILED
2014 DEC - 8 PM 4:21
JULIE A. HONG
CLERK OF COURT

The Plaintiff Lee & Associates Charleston, LLC ("Lee & Associates"), complaining of the Defendants above named, alleges and states as follows:

1. The Plaintiff Lee & Associates, is a corporation formed and existing under the laws of South Carolina and providing real estate services in Charleston County.
2. Defendant Chicora Gardens Holdings, LLC, (hereafter "Chicora Gardens") is a corporation formed and existing under the laws of South Carolina, doing business in the State of South Carolina, County of Charleston.
3. Defendant Chicora Life Center, LC (hereafter "Chicora Life Center") is a corporation formed and existing under the laws of South Carolina, doing business in the State of South Carolina, County of Charleston.
5. Defendant Jeremy Blackburn (hereafter "Blackburn"), is a citizen and resident of the County of Charleston, State of South Carolina, and the Project Manager for Chicora Gardens. Upon information and belief Blackburn is a part owners of Chicora Gardens and Chicora Life Center.

FACTUAL ALLEGATIONS

6. On or around January 16, 2014, Chicora Gardens purchased the former Naval Hospital property located at 3600 Rivers Avenue in North Charleston, South Carolina (hereafter "the Subject Property"). Limited Warranty Deed, Exhibit A.

7. On or around February 3, 2014, Chicora Gardens selected Lee & Associates as its broker for the Subject Property.

8. On or around February 21, 2014, Chicora Gardens, as client, and Lee & Associates, as agent, executed the Exclusive Agency Agreement to Lease Real Property ("Exclusive Agency Agreement"), attached hereto as Exhibit B. The Agreement was for a one year term commencing February 21, 2014 and expiring January 31, 2015.

9. Since February 21, 2014, Lee & Associates has devoted substantial effort to preparing the Subject Property to be leased and to lease the Subject Property, including, but not limited to:

- a. analyzing the appropriate tenants for the Subject Property;
 - b. setting an appropriate rent for the Subject Property;
 - c. advising on preparing the Subject Property for leasing;
 - d. working with the appraiser to understand the comparable property used to determine the lease rate;
 - e. meeting with potential tenant Charleston County to present the landlord's position with regards to the rental rate;
 - f. working with Chicora Gardens to determine what the operating expenses should be;
 - g. helping draft and edit letters of intent which were sent to Charleston County;
- and

h. working with Chicora Gardens on the layouts proposed by Charleston County.

10. From February 21, 2014 forward, Lee & Associates has performed services pursuant to the Exclusive Agency Agreement to lease the property, including services directly related to leasing part of the property to Charleston County. Throughout this time, Lee & Associates has not breached the Exclusive Agency Agreement in any way.

11. On or around June 30, 2014, Charleston County entered into a Lease ("Charleston County Lease"), attached as Exhibit C, with Chicora Life Center, as landlord, leasing the Subject Property. The Lease incorrectly identifies Chicora Life Center as the owner of the Subject Property at the time the lease was entered. Upon information and belief, the parties to the list were mutually mistaken and intended that the Lease be between Chicora Gardens, the owner of the Subject Property, and Charleston County.

12. The twenty-five (25) year lease provided for rent in the amount of \$1,177,044.00 per year (payable in installments of \$98,087.00 per month) from June 30, 2014 to June 30, 2016. Effective July 1, 2016, rent is to be adjusted based on the South Region CPI-U.

13. Based on the Exclusive Agency Agreement, Chicora Gardens owes Lee & Associates a commission for the Charleston County Lease calculated at one percent commission for all rentals due under the Charleston County Lease, such commission to be paid 50% upon execution of the lease and 50% upon occupancy by Charleston County. See Sections 23 and Exhibit B of the Exclusive Agency Agreement, Exhibit B. Based on the foregoing, Chicora Gardens owes Lee & Associates \$294,261.00 in commissions on the Charleston County Lease, 50% of which is due and owing as of June 30, 2014 and 50% of which is due and owing upon occupancy.

14. Chicora Gardens did not inform Lee & Associates about the execution of the Charleston County Lease.

15. On or around June 27, 2014, Chicora Gardens representatives requested modification or termination of the Exclusive Agency Agreement between Chicora and Lee & Associates. Chicora Gardens did not identify any basis for this request other than its own desire to exit the Exclusive Agency Agreement. There is no provision in the Exclusive Agency Agreement for early termination.

16. Chicora Gardens has since removed Lee & Associates' signage at the subject property, has refused to discuss the terms of the existing and prospective lease agreements of the subject property, has refused to pay commissions owed to Lee & Associates, and has expressed that it refuses to pay future commissions owed to Lee & Associates.

17. On or around August 6, 2014, Lee & Associates filed a Mechanic's Lien against the Naval Hospital property pursuant to S.C. Code Ann. §§ 21-5-20 and 21-5-21. The amount of damages reflected in the accompanying Verified Statement of Account was approximated based on the terms of the Listing Agreement and was calculated prior to Chicora providing a copy of the Charleston County Lease to Plaintiff.

18. On August 22, 2014, Chicora filed a Cash Bond to Release the Mechanic's Lien in the amount of \$179,400.00.

19. On August 22, 2014, the subject property was conveyed from Chicora Gardens to Chicora Life Center by virtue of a Quit Claim Deed in consideration of the sum of One and 00/100 Dollars (\$1.00).

20. Contemporaneously with the execution of the Quit Claim Deed, Chicora Life Center entered into a Mortgage, Security Agreement and Fixture Filing with UCF 1 Trust 1.

21. Upon information and belief, the conveyance of the Subject Property to Chicora Life Center and the conveyance of a mortgage to UCF I Trust 1 were undertaken with the intent to deprive Lee & Associates of the outstanding and future commissions owed by Chicora Gardens.

FOR A FIRST CAUSE OF ACTION
(Foreclosure of Bond)

22. Plaintiff realleges and reiterates Paragraphs 1 through 21 above as fully as if set forth herein verbatim.

23. Lee & Associates assisted in securing a lease of the Subject Property, with notice and consent of Chicora Gardens and pursuant to the Exclusive Agency Agreement.

24. Lee & Associates has demanded payment of the commission due to based on the Charleston County Lease, and Chicora Gardens has wrongfully refused and continues to refuse to pay Lee & Associates. There is now a balance due and owing to Plaintiff in the amount of half of the commission on the Charleston County Lease, or \$147,130.50, together with costs, interest, and attorney's fees as provided by contract and statute, and an additional \$147,130.50 due the upon occupancy of the Subject Property By Charleston County.

25. On or around August 6, 2014, Lee & Associates filed a Mechanic's Lien against the subject property pursuant to S.C. Code Ann. §§ 21-5-20 and 21-5-21. Mechanic's Lien attached hereto as Exhibit D.

26. On August 22, 2014, Chicora Gardens filed a Cash Bond to Release the Mechanic's Lien in effect discharging and releasing the Mechanic's Lien, pursuant to S.C. Code Ann. § 29-5-110. Cash Bond to Release the Mechanic's Lien attached hereto as Exhibit E.

27. By virtue of the filing of its Mechanic's Lien, and pursuant to Defendant Chicora Garden's indebtedness to Lee & Associates, Lee & Associates is entitled to an Order foreclosing its Mechanic's Lien against the Surety Bond posted by Chicora Gardens, and shall be applied to the account of Lee & Associates, together with the costs, interest, and attorney's fees as provided by contract and statute.

FOR A SECOND CAUSE OF ACTION
(Breach of Contract)

28. Plaintiff realleges and reiterates Paragraphs 1 through 27 as fully as if set forth herein verbatim.

29. Lee & Associates properly performed its services pursuant to the Exclusive Agency Agreement with Chicora Gardens.

30. Chicora Gardens has breached the Exclusive Agency Agreement by failing and refusing to pay Lee & Associates commissions due and owing under the Exclusive Agency Agreement and to pay future commissions due to Lee & Associates.

31. As a direct and proximate result of Chicora Garden's breach of the Exclusive Agency Agreement, Lee & Associates is entitled to recover actual damages, plus the incidental, consequential, and special damages resulting therefrom, including the costs and attorney's fees associated with this action.

FOR A THIRD CAUSE OF ACTION
(Quantum Meruit)

32. Plaintiff realleges and reiterates Paragraphs 1 through 31 above as fully as if set forth herein verbatim.

33. Lee & Associates provided real estate agency services to Chicora Gardens regarding the Subject Property as is more fully set forth above.

34. Lee & Associates' real estate agency services were provided to Chicora Gardens with the knowledge and consent of Chicora Gardens, and Chicora Gardens received the value and benefit of these services.

35. Chicora Gardens' failure to pay Lee & Associates for its real estate agency services constitutes unjust enrichment for Chicora Gardens.

36. As a direct and proximate result of Chicora Gardens' unjust enrichment as described above, Lee & Associates has suffered pecuniary losses and is entitled to recover from Chicora Gardens in quantum meruit actual damages, plus the incidental, consequential, and special damages resulting therefrom, including the costs and attorney's fees associated with this action.

FOR A FOURTH CAUSE OF ACTION
(Defamation/Libel)

37. Plaintiff realleges and reiterates Paragraphs 1 through 36 above as fully as if set forth herein verbatim.

38. On or about August 18, 2014, Defendant Jeremy Blackburn, both individually and in his capacity as Project Manager and part owner of Chicora Gardens and Chicora Life Center, published an email in which Blackburn wrongfully accused Lee & Associates of substantial non-performance of the Exclusive Agency Agreement, that Lee & Associates was willfully incompetent in its field of business, and that the mechanics lien filed by Lee & Associates was illegal. August 18, 2014 email of Blackburn, attached hereto as Exhibit F.

39. The above-referenced August 18, 2014 email was delivered to and read by the Mayor of North Charleston and the Charleston County Administrator, neither of whom was a party to the Agreement.

40. The email wrongfully accused Plaintiff of conducting bad business practices in frustration of the Agreement.

41. The email wrongfully libeled Plaintiff by accusing Plaintiff of being unfit in its business and profession.

42. The email referred to Lee & Associates by name throughout, was made of and concerning Lee & Associates and was so understood by those who read the email.

43. Defendant Blackburn's statements were and are false and defamatory, and, upon information and belief, Blackburn made and published such statements to others, knowing them to be false, with actual malice and ill will, and/or with reckless disregard for the truth or falsity of such statements, for the purposes and intent of lowering Lee & Associates in the estimation of the industry and the community and causing damage to Plaintiff's business and reputation.

44. Defendant Blackburn's defamatory statements constitute libel, per se and are actionable per se pursuant to South Carolina Code of Laws Ann. § 16-7-150.

45. As a direct and proximate result of Blackburn's defamatory statements, Lee & Associates has suffered, among other things, humiliation and scorn, and injury to its reputation both with respect to reputation within the community. As a result, Lee & Associates is entitled to recover from Blackburn, Chicora Gardens, and Chicora Life Center actual damages, plus the incidental, consequential, and special damages resulting therefrom, including the costs and attorney's fees associated with this action.

46. Defendant Blackburn's conduct is and was willful, wanton, or in reckless disregard of Lee & Associates' rights, and Lee & Associates is further entitled to punitive damages against Blackburn, Chicora Gardens, and Chicora Life Center.

FOR A FIFTH CAUSE OF ACTION
(Constructive Trust)

47. Plaintiff realleges and reiterates Paragraphs 1 through 46 above as fully as if set forth herein verbatim.

48. That portion of any rents collected by Defendants from the lease of the Subject Property and representing the commissions owed to Lee & Associates do not equitably belong to Defendants, and Defendants may not in good conscience retain or withhold commission from Lee &

Associates.

49. Lee & Associates is rightfully entitled to its commission on all of the rents collected by Defendants.

50. Based upon the foregoing, Lee & Associates is entitled to the entry of an order imposing a constructive trust on all monies obtained by Defendants from rents on the Subject Property in the amount of the commissions owed to Lee & Associates.

FOR A SIXTH CAUSE OF ACTION
(Fraudulent Conveyance under S.C. Code Ann. § 27-23-10)

51. Plaintiff realleges and reiterates Paragraphs 1 through 50 above as fully as if set forth herein verbatim.

52. The Subject Property has been conveyed from Chicora Gardens to Chicora Life Center by virtue of a Quit Claim Deed dated August 22, 2014, and in consideration of the sum of One and 00/100 Dollars (\$1.00). Quitclaim Deed, attached hereto as Exhibit G.

53. Contemporaneously with the execution of the Quit Claim Deed, Chicora Life Center entered into a Mortgage, Security Agreement and Fixture Filing with UCF 1 Trust 1. Mortgage, Security Agreement and Fixture Filing with UCF 1 Trust 1, attached hereto as Exhibit H.

54. Upon information and belief, Chicora Gardens and Chicora Life Center are alter ego business entities.

55. Chicora Gardens continues to exercise control and dominion over the Subject Property even though title has been transferred to Chicora Life Center.

56. The transfer of the subject property from Chicora Gardens to Chicora Life Center and the mortgage provided by Chicora Life Center to UCF 1 Trust 1 were made for inadequate

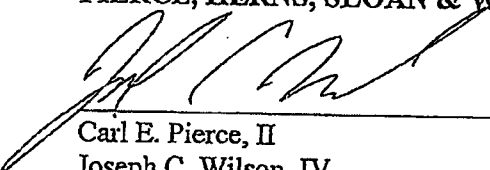
consideration, were made to defraud Lee & Associates, and should be declared void and of no force or effect as to Lee & Associates' ability to recover from Chicora Gardens.

57. Plaintiff demands a jury trial for all causes of action at law.

WHEREFORE, Plaintiff Lee & Associates prays that it be awarded judgment as follows:

- a. foreclosure of Lee & Associates' mechanics lien against the Defendant Chicora Gardens' Bond;
- b. judgment against all Defendants for actual damages, plus the incidental, consequential, and special damages;
- c. costs and attorney's fees associated with this action pursuant to S.C. Code Ann. §§ 29-5-20 and 27-1-15 and pursuant to the terms of the Exclusive Agency Agreement;
- d. punitive damages against all Defendants; and
- e. such further relief as the Court deems just and proper.

PIERCE, HERNS, SLOAN & WILSON, LLC



Carl E. Pierce, II
Joseph C. Wilson, IV
Kristen B. Fehsenfeld
321 East Bay Street (29401)
PO Box 22437 (29413)
Charleston, South Carolina
843-722-7733/843-722-7732 fax
Attorneys for Lee & Associates Charleston, LLC

12/8, 2014
Charleston, South Carolina

DEFENDANTS' EXHIBIT B

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

LEE & ASSOCIATES CHARLESTON,
LLC,

Plaintiff,

v.

CHICORA GARDENS HOLDINGS,
LLC, CHICORA LIFE CENTER, LC,
and JEREMY BLACKBURN,

Defendants.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2014-CP-10-7481

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR SUMMARY
JUDGEMENT**

2015 MAY -2 AM 3:37
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

TO: STEVEN L. SMITH, ESQUIRE, ATTORNEY FOR DEFENDANTS

PLEASE TAKE NOTICE THAT Plaintiff Lee & Associates Charleston, LLC ("Lee & Associates"), by and through the undersigned counsel, hereby moves for summary judgment on Plaintiff's foreclosure of bond claim (First Cause of Action) and breach of contract claim (Second Cause of Action) against Defendant Chicora Gardens Holdings, LLC.

This action arises from Plaintiff's efforts to collect amounts due and owing by Defendants pursuant to an Exclusive Agency Agreement to Lease Real Property ("Exclusive Agency Agreement"), attached hereto as Exhibit No. 1, entered on February 21, 2014, between Plaintiff and Defendant Chicora Gardens. The Exclusive Agency Agreement was for a one year term commencing February 21, 2014 and expiring January 31, 2015.

As indicated by the title of the Agreement, Plaintiff and Defendant Chicora Gardens contracted to make Plaintiff the exclusive agent for Chicora Gardens in its efforts to lease space in the former Naval Hospital property located at 3600 Rivers Avenue in North Charleston, South Carolina (hereafter "the Subject Property"). Exclusive Agency Agreement, Section 3, Exhibit No. 1.

On or around June 30, 2014, Charleston County entered into a Lease ("Charleston County Lease"), attached as Exhibit No. 2, with Defendant Chicora Life Center, as landlord, leasing the Subject Property.¹ The twenty-five (25) year lease provided for base rent of \$12.00 per square foot and 98,087 square feet of leased space for a rent of \$1,177,044.00 per year.

Based on the Exclusive Agency Agreement, Chicora Gardens clearly owes Lee & Associates a commission for the Charleston County Lease. Charleston County is specifically referenced in Exhibit B to the Exclusive Agency Agreement as a potential tenant with whom Chicora Gardens had already had discussions. Pursuant to the Agreement and based on the lease having been entered on June 30, 2014, Lee & Associates' commission is one percent of all fixed base rental. Exclusive Agency Agreement, Section 23 and Exhibit B, Exhibit No. 1. Fifty percent of the commission is due upon execution of the lease and 50% upon occupancy by Charleston County. Exclusive Agency Agreement, Section 4(a), Exhibit No. 1. The commission is owed whether the tenant is found by Lee & Associates, by another broker, by Chicora Gardens, or by any other person. Exclusive Agency Agreement, Section 2(b), Exhibit No. 1.

Based on the foregoing, Chicora Gardens owes Lee & Associates \$294,261.00 (25 years x \$1,177,044.00 per year x 1% commission) in commissions on the Charleston County Lease, 50% of which is due and owing as of June 30, 2014 and 50% of which is due and owing upon occupancy. To date, Defendants have not revealed whether Charleston County has occupied the premises, so the current amount owed by Chicora Gardens is \$147,130.50. Amended Verified Statement, Exhibit No.

3.²

¹ Defendants Chicora Gardens and Chicora Life Center are affiliates. Chicora Gardens owned the Subject Property at the time the parties entered the Exclusive Agency Agreement and at the time the Charleston County Lease was signed. After the mechanic's lien was filed in this matter, Chicora Gardens transferred the Subject Property to Chicora Life Center. The fact that the lease was signed with Chicora Life Center does not impact Plaintiff's claims herein.

² Defendants refused to provide Plaintiff Lee & Associates with a copy of the Charleston County Lease, so Lee &

On or around August 6, 2014, Lee & Associates filed a Mechanic's Lien against the Naval Hospital property pursuant to S.C. Code Ann. §§ 21-5-20 and 21-5-21. On August 22, 2014, Chicora filed a Cash Bond to Release the Mechanic's Lien in the amount of \$179,400.00.

In addition, the lien statute provides that the "prevailing party" in a lien foreclosure action is entitled to recover attorney's fees and costs. S.C. Code Ann. § 29-5-10(a). To date, Plaintiff Lee & Associates has incurred \$49,815.00 in attorney's fees and \$4,503.35 in costs in pursuing this claim. Amended Verified Statement, Exhibit No. 3. Accordingly, Plaintiff Lee & Associates seeks judgment against Chicora Gardens in the amount of \$201,448.85 and a decree of foreclosure against the bond on the Subject Property.

LEGAL ARGUMENT

A court shall grant summary judgment "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law."

Rule 56(c), SCRCP. The party seeking judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. Boone v. Sunbelt Newspapers, Inc., 347 S.C. 571, 578-79, 556 S.E.2d 732, 736 (Ct. App. 2001); Regions Bank v. Schumauch, 354 S.C. 648, 582 S.E.2d 432 (Ct. App. 2003). However, when a motion for summary judgment is made and supported as provided by the rule, an adverse party may not rest upon the mere allegations or denials of his pleadings. Rather, the non-moving party must come forward with specific facts showing that there is a genuine issue for trial. Regions Bank, 582 S.E.2d at 438.

Associates had to initially estimate the commission owed. Plaintiff eventually obtained a copy of the Charleston County Lease from Charleston County and is now able to calculate the commission with specificity, along with attorney fees and costs to date, in the attached Amended Verified Statement.

Because "... a complete failure of proof concerning an essential element of a non-moving party's case necessarily renders all other facts immaterial," there can be no genuine issue as to any material fact where, "a party fails to make a showing sufficient to establish the existence of an element essential to the party's case, and on which that party will bear the burden of proof at trial." Baughman v. American Tel. & Tel. Co., 306 S.C. 101, 410 S.E.2d 537, 545 (1991). When plain, palpable and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted. Trico Surveying, Inc. v. Godley Auction Co., 314 S.C. 542, 431 S.E.2d 565 (1993).

There is no genuine issue of material fact that Defendant Chicora Gardens owes Plaintiff Lee & Associates a commission for the Charleston County Lease pursuant to the Exclusive Agency Agreement. The Exclusive Agency Agreement contemplates a lease with Charleston County and provides Lee & Associates with a 1% commission for that lease. There are no provisions contained in the Exclusive Agency Agreement allowing Chicora Gardens to terminate the Agreement before the end of the one year term. There are no provisions contained in the Exclusive Agency Agreement that allow Chicora Gardens to escape its obligations to pay Lee & Associates a commission. It was the clear intent of the parties that Lee & Associates was to receive a commission for all leases of the Subject Property.

The primary concern of the court interpreting a contract is to give effect to the intent of the parties. Lee v. Univ. of S.C., 407 S.C. 512, 757 S.E.2d 394, 397 (2014). The best evidence of the parties' intent is the contract's plain language. Id.

The question of whether a contract is ambiguous is a question of law. Id. A contract is ambiguous when it is capable of more than one meaning or when its meaning is unclear. Ellie, Inc. v. Miccichi, 358 S.C. 78, 594 S.E.2d 485, 493 (Ct.App. 2004). If a contract's language is

unambiguous, the plain language will determine the contract's force and effect. Lee, 757 S.E.2d at 397.

A contract must be read as a whole document so that one party may not create ambiguity by pointing out a single sentence or clause. S. Atl. Fin. Servs., Inc. v. Middleton, 356 S.C. 444, 590 S.E.2d 27, 29 (2003). "Interpretation of a contract is governed by the objective manifestation of the parties' assent at the time the contract was made, rather than the subjective, after-the-fact meaning one party assigns to it." Laser Supply & Servs., Inc. v. Orchard Park Assoc., 382 S.C. 326, 676 S.E.2d 139, 143-144 (Ct.App. 2009); N. Am. Rescue Products, Inc. v. Richardson, 411 S.C. 371, 769 S.E.2d 237, 240-41 (2015).

The Exclusive Agency Agreement unambiguously manifests the parties' intent that Lee & Associates was to receive a commission on all leases entered during the term of the agreement, including any leases with Charleston County. In short, it is a clear debt that is due and owing and, pursuant to S.C. Code § 29-5-21(B), Lee & Associates was entitled to a mechanics' lien on the Subject Property to enforce their rights.

Defendant Chicora Gardens has asserted a number of defenses, but all are refuted by the unambiguous language of the contract. Defendant Chicora Gardens has pointed out that Charleston County has not yet occupied the premises. The Exclusive Agency Agreement plainly states that half of the commission, \$147,130.50, is due when the lease is signed. Exclusive Agency Agreement, Section 4(a), Exhibit No. 1. Defendant Chicora Gardens has claimed that it attempted to terminate the agency relationship a day before signing the Charleston County Lease, but the Exclusive Agency Agreement is for a one year term, contains no provisions allowing for early termination, and, in any case, grants Plaintiff Lee & Associates, as the exclusive agent, a right to a commission for any and all tenants. Moreover, Defendant Chicora Gardens has failed to identify any reason for terminating

Plaintiff Lee & Associates other than that they changed their mind about having Lee & Associates as an exclusive agent the day before the Charleston County Lease was signed.

Defendant Chicora Gardens has suggested that Plaintiff Lee & Associates undertook no actions with regard to the Charleston County Lease, but again, the Exclusive Agency Agreement contains no such requirement and specifically states that Plaintiff Lee & Associates will receive a 1% commission for any lease with Charleston County. Exclusive Agency Agreement, Section 23 and Exhibit B, Exhibit No. 1.

Defendant Chicora Gardens has asserted that Plaintiff Lee & Associates failed to adhere to timelines in an alleged "Marketing Plan." There are no such timelines in the Exclusive Agency Agreement. Defendant Chicora Gardens has produced a generic timeline from a brochure published by Plaintiffs Lee & Associates with suggested goals for various actions, but this timeline was neither incorporated into the Exclusive Agency Agreement nor adopted by the parties with regards to the leasing of the Subject Property. Indeed, any delays in the marketing of the Subject Property were caused by Defendant Chicora Gardens' inability to decide who the Subject Property would be marketed to and at what rate.

Finally, Defendant Chicora Gardens has inexplicably claimed that Plaintiff Lee & Associates had no role in lining up the Charleston County Lease. As an initial matter, this assertion has no relevance at all as to whether the commission is owed. Again, the Exclusive Agency Agreement makes clear that a commission is owed on all leases entered during the term of the Agreement. Whether or not Plaintiff Lee & Associates contributed to lining up the Charleston County Lease may arguably have some relevance to Plaintiff's right to a lien. South Carolina Code Ann. § 29-5-21(B) grants a lien to commercial real estate agents with a written agreement. However, a lien is granted only if the agent provides "licensed services that result . . . in the procuring of a person or

entity that rents or leases the commercial real estate . . .” S.C. Code Ann. § 29-5-21(B). Attached as Exhibit No. 4 are 16 different emails chains, which represent just a small sampling of the evidence that unequivocally shows that Plaintiff was involved in procuring the Charleston County Lease. Select Charleston County Emails, Exhibit No. 4.

Among other things, these emails show:

1. Defendant Chicora Gardens, acting through Defendant Jeremy Blackburn, included Plaintiff's agents, Milton Thomas and Bob Nuttall, in conference calls to strategize about marketing to Charleston County and setting rental rates, Bates No. MSJ-1 to MSJ-2, MSJ-8 to MSJ-9;
2. At the repeated urging of Defendant Chicora Gardens, Plaintiff Lee & Associates participated in negotiating all aspects of the Charleston County Lease, including the rental rate, Bates No. MSJ-5 to MSJ-7, MSJ-10 to MSJ-13, MSJ-14 to MSJ-18, MSJ-32, MSJ-35;
3. Defendant Chicora Gardens repeatedly stated its desire that Bob Nuttall and Milton Thomas participate in negotiations and attend all meetings with Charleston County, Bates No. MSJ-11, MSJ-14, MSJ-23, MSJ-31, MSJ-46 to MSJ-47;
4. Defendant Chicora Gardens included Plaintiff Lee & Associates on its emails to Charleston County, Bates No. MSJ-16 to MSJ-18;
5. Plaintiff Lee & Associates met with Charleston County to negotiate the lease, Bates No. MSJ-33;
6. Plaintiff Lee & Associates prepared a proposal for lease terms, Bates No. MSJ-42;
7. Defendant Chicora Gardens sought Lee & Associates input on the Lease Proposal being provided to Charleston County, Bates No. MSJ-49 to MSJ-57, and Lee & Associates provided same, Bates No. MSJ-58 to MSJ-59, MSJ-71.

Based on these emails alone, there can be no dispute that Lee & Associates was an active participant in the negotiations with Charleston County leading up to the lease and participated in that negotiation at the request of Chicora Gardens. As such, Lee & Associates participated in procuring the lease with Charleston County, thus satisfying S.C. Code Ann. § 29-5-21(B) and entitling Lee & Associates to a mechanics lien.

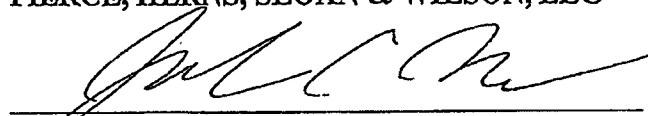
CONCLUSION

There is simply no genuine issue of material fact concerning Defendant Chicora Gardens' debt owed to Plaintiff Lee & Associates. The parties entered an unambiguous Exclusive Agency Agreement. That Agreement provides that Plaintiff Lee & Associates will receive a commission for all tenants at the Naval Hospital, half paid upon execution of the lease and half paid upon occupation of the premises. The Agreement has a one year term and had no provisions for early termination.

On June 30, 2014, during the term of the Exclusive Agency Agreement, Defendants executed a Lease Agreement with Charleston County. Based on the terms of that lease, Chicora Gardens owes Lee & Associates \$147,130.50, representing the half of the commission owed upon execution of the lease. There is simply no defense to Chicora Gardens' failure to pay this commission.

Based on the foregoing, Plaintiff Lee & Associates would ask for summary judgment and a foreclosure on the bond in the amount of commission owed, \$147,130.50, plus attorney's fees of \$49,815.00 and costs of \$4,503.35 for a total of \$201,448.85.

PIERCE, HERNS, SLOAN & WILSON, LLC



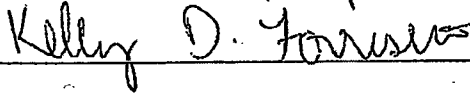
Carl E. Pierce, II
Joseph C. Wilson, IV
Kristen B. Fehsenfeld
321 East Bay Street (29401)
PO Box 22437 (29413)
Charleston, South Carolina
843-722-7733/843-722-7732 fax
Attorneys for Lee & Associates Charleston, LLC


_____, 2015
Charleston, South Carolina

CERTIFICATE OF SERVICE

I certify that on this date a copy of the foregoing was served
on each party or counsel of record by mail or hand delivered
in the manner prescribed by the applicable Rule of Civil Procedure.

This 1 day of May, 2015



Kelly D. Fournier

DEFENDANTS' EXHIBIT C

From: Bob Nuttall Jr. [<mailto:bnuttall@lee-associates.com>]

Sent: Wednesday, March 19, 2014 9:52 AM
To: Douglas Durbaño; Brent wilde; Jeremy Blackburn
Cc: Milton Thomas
Subject: RE: Chicora County Lease Meeting

Gentlemen,

I'm a bit frustrated by Walt's message below as our main goal is to assist Chicora to secure this tenant as we have been instructed.

Jeremy,

Is there some reason the county doesn't want to meet with Milton or me? First they cancel the meeting we scheduled with them last week and now they have scheduled one which doesn't include us after we tried to reschedule the one they canceled.

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal
Lee & Associates | Charleston

Direct: 843.747.2333
Cell: 843.367.8255
Main: 843.747.1200
Fax: 843.747.1070
126 Seven Farms Dr., Ste 110
Charleston, SC 29492



A member of the Lee & Associates Group of Companies



From: Walter Smalls [<mailto:WSmalls@charlestoncounty.org>]
Sent: Wednesday, March 19, 2014 10:53 AM
To: Bob Nuttall Jr.; Kurt Taylor
Cc: Douglas Durbano; Milton Thomas; Brent wilde; Donald Trump; Jeremy Blackburn
Subject: RE: Chicora County Lease Meeting

Bob,

Kurt and I are meeting with Jeremy today to resolve.

Thanks,

Walt

From: Bob Nuttall Jr. [mailto:bnuttall@lee-associates.com]
Sent: Tuesday, March 18, 2014 4:16 PM
To: Kurt Taylor; Walter Smalls
Cc: Douglas Durbano; Milton Thomas; Brent wilde; Donald Trump; Jeremy Blackburn
Subject: Chicora County Lease Meeting

Kurt & Walt,

As you know, Lee & Associates has been hired to do the leasing on the Navy Hospital property. We would like to set up a meeting with you and anyone you would like involved in the meeting, to discuss the lease proposal that has been going back and forth between the parties. Our goal is to meet in person to bring this deal to a conclusion one way or the other. Please let us know if you have any time this Thursday outside of 10:00-11:00 and 2:00-3:00 that we can meet with you to discuss.

We look forward to meeting with you and hopefully putting a deal together!

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal
Lee & Associates | Charleston

Direct: [843.747.2333](tel:843.747.2333)
Cell: [843.367.8255](tel:843.367.8255)
Main: [843.747.1200](tel:843.747.1200)
Fax: [843.747.1070](tel:843.747.1070)
126 Seven Farms Dr., Ste 110
Charleston, SC 29492



A member of the Lee & Associates Group of Companies



DEFENDANTS' EXHIBIT D

From: Douglas M. Durbano
To: Bob Nuttall Jr.; Milton Thomas
Subject: FW: term sheet
Date: Friday, March 07, 2014 4:33:26 PM
Attachments: image001.jpg
 .msg

Resending

Thanks

Douglas M. Durbano

Attorney at Law
801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut, 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]

Sent: Friday, March 07, 2014 12:16 PM

To: Jeremy Blackburn

Cc: Brent Wilde; Donald Trump Jr; Bob Nuttall Jr.; Milton Thomas

Subject: RE: term sheet

Jeremy:

I believe you should let Kurt know, in a very sensitive way given his current health issues, that the Lease Proposal / Term Sheet has been reviewed by us, our Brokers and our Bank and all have concluded that it is still not financially feasible and must be rejected, for the same reasons as detailed in the email sent 2/17/14, attached and copied below.

Please inquire if the County might be receptive to a counter proposal.

Thanks

Douglas M. Durbano

Attorney at Law
801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut, 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]

Sent: Monday, March 03, 2014 3:14 PM

To: Douglas Durbano

Subject: Fwd: term sheet

----- Forwarded message -----

From: "Kurt Taylor" <KTaylor@charlestoncounty.org>

Date: Mar 3, 2014 4:39 PM

Subject: term sheet

To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

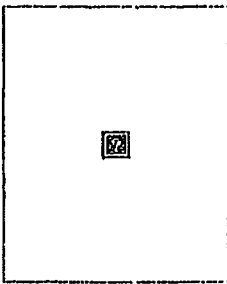
Cc:

See attached. Thanks very much.

MSJ - 5

(By the way, DHEC did not "add 20 sinks" they repeated the requirement which had been explained to the architect previously, but was omitted.)

W. Kurt Taylor, Esq.
Charleston County Administrator
4045 Bridge View Drive, Suite B-238
North Charleston, SC 29405
843-958-4015
ktaylor@charlestoncounty.org
www.charlestoncounty.org



2/17/2014

Kurt & Walt:

Today we received a Lease Proposal that Jeremy forwarded to us from Walt. We are concerned that we may be too far apart.

The Lease rate is proposed at \$14.49 Full Service plus Landlord pays for all Tenant Improvements "to satisfaction of Tenant requirements".

We have no idea how much it would cost to reach the standard of tenant improvements to the "satisfaction of the Tenant requirements". We suspect it would be more than we have budgeted.

We do know that the Full Service will cost approx. \$6.50 per year and suspect that the budgeted amortized tenant improvements would run about \$3.50 per year, leaving approx. \$4.00 as the base rent rate. This would render the development clearly not bankable or financeable plus establish a going forward rate that other tenants may expect to pay causing the project to fail financially. This would not be good for any of us.

Bottom Line:

Chicora cannot rent space for the amounts proposed in the County Lease Proposal.

Chicora has provided an appraisal that shows FMV Lease rates to be \$20.50 (attached for your review)

MSJ - 6

Chicora has offered a discounted lease rate to accommodate the County as the Anchor/Preferred Tenant for \$18.50 NNN (not full service) and pay for Tenant Improvements per a budget of \$1.2M. Chicora may have a little wiggle room in this number depending on other lease factors such as if the County is willing to put in and pay for some or all of its TI's; length of lease; early escape clauses; commencement date and etc.

Let's get on a phone call to discuss ASAP if we are anywhere close to a financial deal as we are concerned that we may be too far apart too bridge the gap. We will make ourselves available anytime on Tuesday the 18th. Let us know when we could connect.
Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd, #200, Layton Ut, 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

MSJ - 7

From: Milton Thomas
To: Jeremy Blackburn
Cc: Bob Nuttall Jr.; Brent wilde; Douglas Durbano
Subject: RE: Lease Rate Comparables
Date: Thursday, March 13, 2014 2:15:50 PM
Attachments: [image001.jpg](#)
[image002.jpg](#)
[image003.jpg](#)
[image004.jpg](#)
[image005.jpg](#)

Got it.....any idea why he canceled?

Milt
Milton Thomas, CCIM, SIOR | Principal
Lee & Associates | Charleston
Direct: 843.747.3999
Cell: 843.367.8249
Main: 843.747.1200
Fax: 843.747.1070
293 East Bay Street
Charleston, SC 29401



A member of the Lee & Associates Group of Companies



From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]
Sent: Thursday, March 13, 2014 1:58 PM
To: Milton Thomas
Cc: Bob Nuttall Jr.; Brent wilde; Douglas Durbano
Subject: Re: Lease Rate Comparables

Just left you both a message on your cell phones wanting to confirm you received email and to follow up

Jeremy Blackburn
Chief Executive Officer
Titan Atlas Global LC
4280 Pace Street
North Charleston, SC 29405
Office: (843) 225-6230
Office Direct: (843) 225-6226
www.titanatlas.com

MSJ - 8

On Tue, Feb 25, 2014 at 8:12 AM, Milton Thomas <mthomas@lee-associates.com> wrote:
Jeremy does 10 work this morning for you?

Milton Thomas, SIOR, CCIM
Lee & Associates Charleston
~~843.747.3999~~ office
~~843.367.8249~~ mobile
People First, Properties Second

Sent from my iPhone

On Feb 24, 2014, at 6:28 PM, "Jeremy Blackburn" <jblackburn@titanatlas.com> wrote:

Can we have a follow up call in the morning regarding the rates in the area? I really want to be on solid ground with the County Lease (which will guide all other leases)

Jeremy Blackburn
Chief Executive Officer
Titan Atlas Global LC
4280 Pace Street
North Charleston, SC 29405
Office: ~~(843) 225-6230~~
Office Direct: ~~(843) 225-6226~~
www.titanatlas.com

MSJ - 9

From: Douglas M. Durbano
To: Jeremy Blackburn
Cc: Brent Wilde; Milton Thomas; Bob Nuttall Jr.; Donald Trump Jr
Subject: RE: County Lease Proposal
Date: Friday, March 14, 2014 4:07:37 PM

Is that the one you sent this morning? It still has never come.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]
Sent: Friday, March 14, 2014 1:52 PM
To: Douglas Durbano
Cc: Brent Wilde; Milton Thomas; Bob Nuttall Jr.; Donald Trump Jr
Subject: RE: County Lease Proposal

Please see my email to County

On Mar 14, 2014 3:43 PM, "Douglas M. Durbano" <doug@durbanolawfirm.com> wrote:

We need to put these details in writing and submit to the County, ASAP

Also, I think we need to get leasing signage on the building and Barracks.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Friday, March 14, 2014 1:29 PM
To: 'Jeremy Blackburn'
Cc: 'Bob Nuttall Jr.'; 'Milton Thomas'; 'Donald Trump Jr'; 'Brent Wilde'
Subject: RE: County Lease Proposal

Close enough,
Let's hit this County deal head on and get it done right or out of the way.

Thanks

MSJ - 10

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jeremy Blackburn [<mailto:blackburn@titanatlas.com>]

Sent: Friday, March 14, 2014 1:10 PM

To: Douglas M. Durbano

Cc: Bob Nuttall Jr.; Milton Thomas; Donald Trump Jr; Brent Wilde

Subject: Re: County Lease Proposal

The numbers I quoted them were the following:

\$17 Full Service

-\$7.00 CAM

-\$4.00 TI

-\$3.00 for no share of common

=

A Net Rate of \$3.00!!!!

"That is what our consultant is saying". I responded they should be ashamed.

I am going to get Teddie and the Mayor in the middle of this shortly and will need Bob, Milton, or both to attend all meetings. Thx

On Fri, Mar 14, 2014 at 2:59 PM, Douglas M. Durbano <doug@durbanolawfirm.com> wrote:

All:

Regarding Rates, note the following assumptions that we are working under and questions:

1. The County wants a lease rate of \$17.00 ALL IN and TI's to "their satisfaction".
2. Assume a budget for TI's at $\$20 \times 82,000 \text{ usf} = \$1,640,000$. Or \$5.10 annual payment amortized over 5 years at 10%, = \$11.90 base rent assuming a \$17.00 NNN or \$5.40 if its \$17.00 ALL IN as proposed (assume a \$6.50 Operating Expense).
3. County is renting its Class 4 licensed building to MUSC for \$19.00 NNN with \$0 TI's, which is \$13.60 higher than the Chicora rate. What could justify this differential?

MSJ - 11

4. Chicora Building is a 10 story Class 4 licensed building, not downtown but with good access and parking with an appraised lease value of \$20.50, including some limited TI and CAM expense.

What are we missing? Why does the County feel they should rent Chicora at \$17.00 ALL IN, including TI's (\$5.10) and Operating Expenses (\$6.50) which equates to an annual base rent of \$5.40 NNN but rent out their current building for \$19.00 NNN?

Finally, why does the County believe it should only lease and pay for its Usable SF and not Rentable SF including it's percent of Common Area, which would result in another 18% reduction to the rent equaling another \$3.10 rent reduction leaving a net base rent of \$2.43 NNN? (81,412 sf is the usable area of the County Lease space; 99,283 is rentable sf)

They say that their advisor (Eric) has told them what to do and what is fair. Hard to believe. We doubt the MUSC lease is based on Usable SF and we have no idea what would justify a \$13.60 or \$16.57 rate differential

These are the issues that need to be dealt with at the County and brought to a head ASAP via a face to face meeting with County and its Advisor (Eric) and our side, including our Brokers.

Let's get the meeting arranged ASAP and finalize a deal or not. We have no time to waste anymore.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd, #200, Layton Ut, 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Douglas M. Durbano [<mailto:doug@durbanolawfirm.com>]

Sent: Thursday, March 13, 2014 4:08 PM

To: 'Jeremy Blackburn (jblackburn@titanatlas.com)'; 'Bob Nuttall Jr.'; 'Milton Thomas'

Subject: County Lease Proposal

Attached is the Lease Proposal that I believe captures the recently discussed terms and proposals with the County.

The area that needs focus is the Base Rent amount, paragraph 5. I have left it

MSJ - 12

blank awaiting a number that the parties can agree on.

Perhaps we can make that item the major focus of the next meeting.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanojlawfirm.com email

476 Heritage Blvd. #200, Layton UT, 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

<< File: COUNTY & CHICORA GARDENS lease proposal March 12- 2014 docx...docx >>

From: Douglas M. Durbano
To: Bob Nuttall Jr.; Jeremy Blackburn; Donald Trump
Cc: Brent wilde; Milton Thomas
Subject: RE: Please Review- Including attachments
Date: Tuesday, March 18, 2014 9:41:01 AM
Attachments: [Image001.jpg](#)
[Image002.jpg](#)
[Image003.jpg](#)
[Image004.jpg](#)
[Image005.jpg](#)

Bob & Jeremy, can we get a meeting set up for today with the County?

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Bob Nuttall Jr. [<mailto:bnuttall@lee-associates.com>]
Sent: Monday, March 17, 2014 3:47 PM
To: Douglas M. Durbano; Jeremy Blackburn; Donald Trump
Cc: Brent wilde; Milton Thomas
Subject: RE: Please Review- Including attachments

All,

I agree with the main items to discuss with the county are rates and improvement dollars, plus operating expenses. It will all come down to money, and both sides must agree or the deal will not go through.

I also think we may want to look at each entity separately in terms of these three items, especially the DAODAS which will be a 24/7 operation and probably a higher rental rate for the specialized use/nature of this entity. DAODAS is also utilizing exterior areas which should have some cost attached to it. Same goes for the coroner. The other uses are more traditional office space.

Perhaps we can get to a point of quoting an annual/monthly rent for each entity and their respective premises, and a total dollar allowance for each as well to move the discussion off of the ever-changing square footage. Then the county can use whichever figure they prefer if they want to get it down to a rate and TI/SF. This will hopefully stop the tenant from continually try to get more in TI per square foot and less in base rent and operating expenses per square foot.

Lastly, I imagine the MUSC lease at \$19.00/SF had some amount of TI included in the rental rate. I think the county can reasonably expect some TI to be included, especially if they are signing a 15 year lease, and I'm not so sure the TI should be amortized over the term of the

MSJ - 14

lease vs. five years.

Milton and I are ready to meet with the county as soon as possible, but he is out till Thursday. I will be in the office tomorrow if you would like to chat, and though I will be out Wednesday and Friday (my oldest daughter is home on spring break), I could be available to meet with the county Friday morning.

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal

Lee & Associates | Charleston

Direct: 843.747.2333

Cell: 843.367.8255

Main: 843.747.1200

Fax: 843.747.1070

126 Seven Farms Dr., Ste 110

Charleston, SC 29492



A member of the Lee & Associates Group of Companies



From: Douglas M. Durbano [<mailto:doug@durbanolawfirm.com>]
Sent: Monday, March 17, 2014 4:52 PM
To: Jeremy Blackburn; Donald Trump
Cc: Brent Wilde; Milton Thomas; Bob Nuttall Jr.; Thomas Doggett
Subject: RE: Please Review- Including attachments

I changed the font, that's all. Send it ASAP.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton UT. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jeremy Blackburn [<mailto:jblackburn@titanatlas.com>]
Sent: Monday, March 17, 2014 2:46 PM
To: Douglas Durbano; Donald Trump
Cc: Brent wilde; Milt Thomas; Bob Nuttall Jr.; Thomas Doggett
Subject: Please Review- including attachment

Walt,

Please find attached hereto floorplans corresponding with the previous email used to calculate the total building square footage or the rentable square footage for the building

MSJ - 15

that would be used in the lease to calculate the gross amount of the lease, as well as common area, usable square feet, proposed tenant improvement with budget and lease. Please review and then let's meet.

1. Rentable Sq. Ft (RSF): 92,921sf for County Lease. 365,717sf for entire Building.
2. Usable Sq. Ft (USF): 81,412sf for County Lease. 314,014sf for entire Building.
3. Common Area (CA): 11,509sf for County Lease 51,700sf for entire Building
4. Triple Net (NNN): TBD - Annual Rental Rate that covers rent and amortized TI's, but does not include CAM
5. Tenant Improvements (TI's): TBD - as a useable sq. ft. budget amount and amortized into the Base Rent rate.
6. Base Rent (BR): Propose that we discuss and decide this in person. As expressed in earlier correspondence it is our objective to make this work for both parties if possible. We understand it will be below the appraised rate, and also below the rate County is receiving from MUSC.
7. Operating Expenses or Common Area Maintenance (CAM): Est. at \$6.50 annually for 2014, we have proposed capping this on a yearly basis.

----- Forwarded message -----

From: Jeremy Blackburn <jblackburn@titanatlas.com>
Date: Sat, Mar 15, 2014 at 6:33 PM
Subject: Chicora-County Lease Terms Conversations
To: Walter Smalls <WSmalls@charlestoncounty.org>
Cc: Bryan Whitley <BWhitley@charlestoncounty.org>, Daniel Chandler <DChandler@charlestoncounty.org>, "Christine E. DeStefano" <CDeStefano@charlestoncounty.org>, Christine Durant <CDurant@charlestoncounty.org>, Kurt Taylor <KTaylor@charlestoncounty.org>, Douglas Durbano <doug@durbanolawfirm.com>, Donald Trump <dtjr@trumporg.com>, "Bob Nuttall Jr." <bnuttall@lee-associates.com>, Milt Thomas <mthomas@lee-associates.com>

It is Chicora's sincere desire to create a social service center conveniently located for the public users of such services. There has been a lot of work by the County and Chicora to get to this point. The parties realize the immense benefit to the community, and the intangible benefits to all parties of this transaction. With that in mind there have been several lease proposals from both Chicora and the County passed back and forth between different parties. It appears that the parties are not referring to the same proposals and thus are not comparing "apples to apples" and that the potential transaction is falling apart.

In recent conversations with more than one County Employee we have heard that consultants have made recommendations to the County. Chicora has obtained a formal FMV lease rate appraisal by a recommended appraiser (Moore). We had hoped that the appraisal would avoid all the back and forth dealing that can wear a relationship down and kill deals. We also wanted a formal reference for public scrutiny and which could be easily referred to as a source of the business terms. We understand that this transaction will need to stand in the full light of day, and have based our proposals on terms with references and

comparables.

We would recommend a meeting with all key consultants, advisors, key personnel etc. where an open conversation can occur regarding this opportunity, ASAP. Our goal is to find a way to make this beneficially work for all Parties and make sure we are all talking the same language, Apples to Apples.

First when we get together we should define the terms:

1. Rentable Sq. Ft (RSF):
2. Usable Sq. Ft (USF):
3. Common Area(CA)
4. Triple Net (NNN):
5. Tenant Improvements (TI's):
6. Base Rent (BR):
7. Operating Expenses or Common Area Maintenance (CAM):

We have previously sent diagrams and floorplans with identified square footages for #1-3 calculated to BOMA Standards, a list with costs for #5 that needs to be updated with phone/data requirements and changes from last week, estimated expenses for #7, and proposals for #6. We have received feedback on #1, and per the email from Mr. Smalls appear to be in agreement.

As we understand it now the current County proposal to Chicora is \$17.00 a "Net Usable Square Foot, All In or Full Service, and includes all Tenant Improvement's built to the satisfaction of the County paid by Chicora. This will not work as the Base Rent would be less than \$3.00 per RSF. (Compare this to the MUSC lease of Base Rent of \$19.00 RSF, NNN.) We are not expecting a lease for \$19.00 NNN, we truly want this to work for all parties, but the proposed \$3.00 just wont work.

The Base Rent lease rate needs to be discussed with the following items to be considered-

1. The first factor is the cost of County tenant improvements (TI's) to be paid and amortized by the Chicora. Currently estimated to be \$1.6M; but could go up significantly pending the cabling and phone requirements just received that are under review. A cost of \$1.6M would equate to approximately \$5.00 per year in lease rate as the costs are amortized. These numbers have to be finalized before Chicora can agree to a lease. We have also suggested capping these costs at \$20 per sq ft, to be able to move forward with finalizing the lease while the various licenses and regulatory approvals are received.
2. The next factor is the Common Area Maintenance (CAM) charge, which is the Operating Expenses of the building. This is a combination of electrical, water, sewer, insurance, security, maintenance and janitorial expenses. In this case, it is difficult to ascertain the exact rate since some of the tenants proposed in this lease would have a 24/7 operation meaning additional electrical and other costs while others would be normal business hours and days. In our proposals we have capped these expenses at \$6.50. The

CAM charge to the County for electricity, etc., is essentially a wash. Any funds collected by Chicora for electric etc. are a pass through to the electrical and other utility companies. If the various entities such as DAODAS, DHEC, stay in their current location they would continue to pay electrical, water and sewer in those locations. They are now simply doing it in a new location. In other words these costs are a 'wash' from one location to another and vary by the efficiency and use in the building. CAM or Operating expenses are always in addition to the Base Rent, just like the MUSC lease and current financial obligations for owning or renting a building that the County uses.

3. Rentable vs Usable sq. footage is common in every multi-tenant lease. When leasing 100% of an entire building the tenant pays rent on the entire building, which includes all common area (CA) hallways, entry lobbies, heating and cooling mechanical rooms etc. In a multitenant building these areas are designated as common area and each tenant pays its pro-rata share amount equal to their percentage of the total building. This is standard in commercial leases. We have sent floorplans identifying the common area and these percentages were reflected in the diagrams and proposals sent.

4. The last component of the lease is the Base Rent or Lease Rate for the building. Having researched the market through multiple firms, there are numerous comparables showing that for a Class B office building the rate would be somewhere between \$12-15 Base Rent per square foot, Triple Net (NNN). Meaning that the additional cost of common charges for utilities etc. would be added on top of this. However, \$12-\$15 is for a Class B office building. Chicora Life Center is a 10 story class 4 medical facility. It is very obvious that the intended use and function of this building will be medical. This means additional costs, operation, building functions and even the standards are different. The best comparable for this would be the building that Charleston County is leasing to MUSC, and then making appropriate adjustments for location, parking, location of public transportation, ease of access and other factors. While we are not in any way attempting to tie or peg this lease to the lease between MUSC and the County, it is nevertheless a comparable.

We all realize the great benefits of the project to the community and to each party. We cannot stress enough we are willing to do what we can to make this social service hub a success. The advantage to the County is that the County is getting an improved space, intangible benefits of collocating services, improved location, better functionality, better parking, and better access to public transportation and all the tenant improvements included at a lower price than existing space is being leased to MUSC. There are benefits to the building owner of having an anchor tenant to attract additional tenants to the site and bring life back to this redevelopment area.

We look forward to discussing these items in detail with the decision makers ASAP. Please let us know of your availability to meet.

Sincerely,

Chicora Gardens

From: Bob Nuttall Jr.
To: Milton Thomas
Subject: FW: Chicora County Lease Meeting
Date: Wednesday, March 19, 2014 12:38:00 PM
Attachments: [Image001.jpg](#)
[Image002.jpg](#)
[Image003.jpg](#)
[Image004.jpg](#)
[Image005.jpg](#)
[Image014.jpg](#)
[Image015.jpg](#)
[Image016.jpg](#)
[Image017.jpg](#)

I'll fill you in later.

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal
Lee & Associates | Charleston
Direct: 843.747.2333
Cell: 843.367.8255
Main: 843.747.1200
Fax: 843.747.1070
126 Seven Farms Dr., Ste 110
Charleston, SC 29492



A member of the Lee & Associates Group of Companies



From: Douglas M. Durbano [<mailto:doug@durbanolawfirm.com>]
Sent: Wednesday, March 19, 2014 12:37 PM
To: Bob Nuttall Jr.; Brent wilde; Jeremy Blackburn
Cc: Milton Thomas
Subject: RE: Chicora County Lease Meeting

Bob:

Jeremy is meeting with them this morning, hopefully he can have some success and push this deal over the goal line as well as give us the details soon.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Bob Nuttall Jr. [<mailto:bnuttall@lee-associates.com>]

MSJ - 19

Sent: Wednesday, March 19, 2014 9:52 AM
To: Douglas Durbano; Brent wilde; Jeremy Blackburn
Cc: Milton Thomas
Subject: RE: Chicora County Lease Meeting

Gentlemen,

I'm a bit frustrated by Walt's message below as our main goal is to assist Chicora to secure this tenant as we have been instructed.

Jeremy,

Is there some reason the county doesn't want to meet with Milton or me? First they cancel the meeting we scheduled with them last week and now they have scheduled one which doesn't include us after we tried to reschedule the one they canceled.

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal
Lee & Associates | Charleston

Direct: 843.747.2333

Cell: 843.367.8255

Main: 843.747.1200

Fax: 843.747.1070

126 Seven Farms Dr., Ste 110

Charleston, SC 29492



A member of the Lee & Associates Group of Companies



From: Walter Smalls [<mailto:WSmalls@charlestoncounty.org>]

Sent: Wednesday, March 19, 2014 10:53 AM

To: Bob Nuttall Jr.; Kurt Taylor

Cc: Douglas Durbano; Milton Thomas; Brent wilde; Donald Trump; Jeremy Blackburn

Subject: RE: Chicora County Lease Meeting

Bob,

Kurt and I are meeting with Jeremy today to resolve.

Thanks,

Walt

MSJ - 20

From: Bob Nuttall Jr. [mailto:bnuttall@lee-associates.com]
Sent: Tuesday, March 18, 2014 4:16 PM
To: Kurt Taylor; Walter Smalls
Cc: Douglas Durban; Milton Thomas; Brent Wilde; Donald Trump; Jeremy Blackburn
Subject: Chicora County Lease Meeting

Kurt & Walt,

As you know, Lee & Associates has been hired to do the leasing on the Navy Hospital property. We would like to set up a meeting with you and anyone you would like involved in the meeting, to discuss the lease proposal that has been going back and forth between the parties. Our goal is to meet in person to bring this deal to a conclusion one way or the other. Please let us know if you have any time this Thursday outside of 10:00-11:00 and 2:00-3:00 that we can meet with you to discuss.

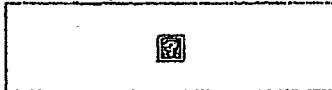
We look forward to meeting with you and hopefully putting a deal together!

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal
Lee & Associates | Charleston
Direct: 843.747.2333
Cell: 843.367.8255
Main: 843.747.1200
Fax: 843.747.1070
126 Seven Farms Dr., Ste 110
Charleston, SC 29492



A member of the Lee & Associates Group of Companies



MSJ - 21

From: Jeremy Blackburn
To: Milton Thomas; Donald Trump
Cc: Douglas M. Durban; Bob Nuttall Jr.; Brent Wilde
Subject: Re: Chicora County Lease Meeting
Date: Wednesday, March 26, 2014 4:58:12 PM
Attachments: Image007.jpg
Image001.jpg
Image010.jpg
Image011.jpg
Image009.jpg
Image013.jpg
Image012.jpg
Image008.jpg
Image006.jpg

I have details from County. Look forward to discussing with all.

Jeremy Blackburn
Chief Executive Officer
Titan Atlas Global LC
4280 Pace Street
North Charleston, SC 29405
Office: (843) 225-6230
Office Direct: (843) 225-6226
www.titanatlas.com

On Wed, Mar 26, 2014 at 4:54 PM, Milton Thomas <mthomas@lee-associates.com> wrote:

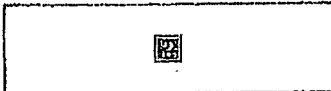
Everyone use our conference number. 843-793-6952. No passcode required. Talk to you shortly.

Thanks!

Milt

Milton Thomas, CCIM, SIOR | Principal
Lee & Associates | Charleston

Direct: 843.747.3999
Cell: 843.367.8249
Main: 843.747.1200
Fax: 843.747.1070
293 East Bay Street
Charleston, SC 29401



A member of the Lee & Associates Group of Companies

MSJ - 22



From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]
Sent: Wednesday, March 26, 2014 4:51 PM
To: Douglas M. Durbano
Cc: Bob Nuttall Jr.; Brent wilde; Milton Thomas
Subject: Re: Chicora County Lease Meeting

Is there a call in number?

Jeremy Blackburn
Chief Executive Officer
Titan Atlas Global LC
4280 Pace Street
North Charleston, SC 29405
Office: (843) 225-6230
Office Direct: (843) 225-6226
www.titanatlas.com

On Wed, Mar 26, 2014 at 4:48 PM, Douglas M. Durbano <doug@durbanolawfirm.com> wrote:

All:

Another week has come and gone and still no definitive discussion on the NNN rate or the TI\$ amounts (the two most important items!)

When we talk at 5 pm today, I would like to discuss what to do with the County.

Thanks

MSJ - 23

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]

Sent: Wednesday, March 19, 2014 10:37 AM

To: 'Bob Nuttall Jr.'; 'Brent wilde'; 'Jeremy Blackburn'

Cc: 'Milton Thomas'

Subject: RE: Chicora County Lease Meeting

Bob:

Jeremy is meeting with them this morning, hopefully he can have some success and push this deal over the goal line as well as give us the details soon.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Bob Nuttall Jr. [mailto:bnuttall@lee-associates.com]

MSJ - 24

Sent: Wednesday, March 19, 2014 9:52 AM
To: Douglas Durbano; Brent wilde; Jeremy Blackburn
Cc: Milton Thomas

Subject: RE: Chicora County Lease Meeting

Gentlemen,

I'm a bit frustrated by Walt's message below as our main goal is to assist Chicora to secure this tenant as we have been instructed.

Jeremy,

Is there some reason the county doesn't want to meet with Milton or me? First they cancel the meeting we scheduled with them last week and now they have scheduled one which doesn't include us after we tried to reschedule the one they canceled.

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal
Lee & Associates | Charleston

Direct: 843.747.2333

Cell: 843.367.8255

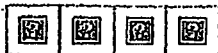
Main: 843.747.1200

Fax: 843.747.1070

126 Seven Farms Dr., Ste 110
Charleston, SC 29492



A member of the Lee & Associates Group of Companies



MSJ - 25

From: Walter Smalls [mailto:WSmalls@charlestoncounty.org]
Sent: Wednesday, March 19, 2014 10:53 AM
To: Bob Nuttall Jr.; Kurt Taylor
Cc: Douglas Durbano; Milton Thomas; Brent wilde; Donald Trump; Jeremy Blackburn
Subject: RE: Chicora County Lease Meeting

Bob,

Kurt and I are meeting with Jeremy today to resolve.

Thanks,

Walt

From: Bob Nuttall Jr. [mailto:bnuttall@lee-associates.com]
Sent: Tuesday, March 18, 2014 4:16 PM
To: Kurt Taylor; Walter Smalls
Cc: Douglas Durbano; Milton Thomas; Brent wilde; Donald Trump; Jeremy Blackburn
Subject: Chicora County Lease Meeting

Kurt & Walt,

As you know, Lee & Associates has been hired to do the leasing on the Navy Hospital property. We would like to set up a meeting with you and anyone you would like involved in the meeting, to discuss the lease proposal that has been going back and forth between the parties. Our goal is to meet in person to bring this deal to a conclusion one way or the other. Please let us know if you have any time this Thursday outside of 10:00-11:00 and 2:00-3:00 that we can meet with you to discuss.

MSJ - 26

We look forward to meeting with you and hopefully putting a deal together!

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal
Lee & Associates | Charleston

Direct: 843.747.2333

Cell: 843.367.8255

Main: 843.747.1200

Fax: 843.747.1070

126 Seven Farms Dr., Ste 110

Charleston, SC 29492



A member of the Lee & Associates Group of Companies



MSJ - 27

From: Douglas M. Durbano
To: Bob Nuttall Jr.; Brent wilde; Jeremy Blackburn
Cc: Milton Thomas
Subject: RE: Chicora County Lease Meeting
Date: Wednesday, March 26, 2014 4:49:34 PM
Attachments: [Image001.jpg](#)
[Image002.jpg](#)
[Image003.jpg](#)
[Image004.jpg](#)
[Image005.jpg](#)

All:

Another week has come and gone and still no definitive discussion on the NNN rate or the TI\$ amounts (the two most important items!)

When we talk at 5 pm today, I would like to discuss what to do with the County.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Douglas M. Durbano [<mailto:doug@durbanolawfirm.com>]

Sent: Wednesday, March 19, 2014 10:37 AM

To: 'Bob Nuttall Jr.'; 'Brent wilde'; 'Jeremy Blackburn'

Cc: 'Milton Thomas'

Subject: RE: Chicora County Lease Meeting

Bob:

Jeremy is meeting with them this morning, hopefully he can have some success and push this deal over the goal line as well as give us the details soon.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Bob Nuttall Jr. [<mailto:bnuttall@lee-associates.com>]

Sent: Wednesday, March 19, 2014 9:52 AM

To: Douglas Durbano; Brent wilde; Jeremy Blackburn

Cc: Milton Thomas

Subject: RE: Chicora County Lease Meeting

Gentlemen,

I'm a bit frustrated by Walt's message below as our main goal is to assist Chicora to secure this

MSJ - 28

R. Appeal566

tenant as we have been instructed.

Jeremy,

Is there some reason the county doesn't want to meet with Milton or me? First they cancel the meeting we scheduled with them last week and now they have scheduled one which doesn't include us after we tried to reschedule the one they canceled.

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal

Lee & Associates | Charleston

Direct: 843.747.2333

Cell: 843.367.8255

Main: 843.747.1200

Fax: 843.747.1070

126 Seven Farms Dr., Ste 110

Charleston, SC 29492



A member of the Lee & Associates Group of Companies



From: Walter Smalls [mailto:WSmalls@charlestoncounty.org]

Sent: Wednesday, March 19, 2014 10:53 AM

To: Bob Nuttall Jr.; Kurt Taylor

Cc: Douglas Durbano; Milton Thomas; Brent wilde; Donald Trump; Jeremy Blackburn

Subject: RE: Chicora County Lease Meeting

Bob,

Kurt and I are meeting with Jeremy today to resolve.

Thanks,

Walt

From: Bob Nuttall Jr. [mailto:bnuttall@lee-associates.com]

Sent: Tuesday, March 18, 2014 4:16 PM

To: Kurt Taylor; Walter Smalls

Cc: Douglas Durbano; Milton Thomas; Brent wilde; Donald Trump; Jeremy Blackburn

Subject: Chicora County Lease Meeting

Kurt & Walt,

As you know, Lee & Associates has been hired to do the leasing on the Navy Hospital property.

MSJ - 29

We would like to set up a meeting with you and anyone you would like involved in the meeting, to discuss the lease proposal that has been going back and forth between the parties. Our goal is to meet in person to bring this deal to a conclusion one way or the other. Please let us know if you have any time this Thursday outside of 10:00-11:00 and 2:00-3:00 that we can meet with you to discuss.

We look forward to meeting with you and hopefully putting a deal together!

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal

Lee & Associates | Charleston

Direct: 843.747.2333

Cell: 843.367.8255

Main: 843.747.1200

Fax: 843.747.1070

126 Seven Farms Dr., Ste 110

Charleston, SC 29492



A member of the Lee & Associates Group of Companies



From: Milton Thomas
To: Jeremy Blackburn
Cc: Bob Nuttall Jr.
Subject: Re: Call me please
Date: Friday, March 28, 2014 8:31:19 AM

We emailed Eric last night requesting a meeting this morning. Will let you know.

Milton Thomas, SIOR, CCIM
Lee & Associates Charleston
843.747.3999 office
843.367.8249 mobile
People First, Properties Second

Sent from my iPhone

On Mar 27, 2014, at 8:32 PM, "Jeremy Blackburn" <jblackburn@titanatlas.com> wrote:

Really think it is important you meet with Eric asap. Before he meets with Kurt

On Mar 27, 2014 5:55 PM, "Bob Nuttall Jr." <bnuttall@lee-associates.com> wrote:

Jeremy for some reason I don't have your cell phone and my cell phone. Please call me when you're done meeting with Kurt. My cell phone is 843-367-8255.

Thanks!

All His best,

Bob

Robert H. Nuttall, Jr., SIOR, CPM
Lee & Associates Charleston
843.747.2333 office
843.367.8255 mobile
People First, Properties Second

Sint while dri---ving; pleeze fergive spellin errors.

MSJ - 31

R. Appeal569

From: Milton Thomas
To: Jeremy Blackburn; Bob Nuttall Jr.
Subject: RE: County Term Sheet
Date: Friday, March 28, 2014 1:51:06 PM
Attachments: image001.jpg
image002.jpg
image003.jpg
image004.jpg
image005.jpg

Ok thanks!

Milt
Milton Thomas, CCIM, SIOR | Principal
Lee & Associates | Charleston
Direct: 843.747.3999
Cell: 843.367.8249
Main: 843.747.1200
Fax: 843.747.1070
293 East Bay Street
Charleston, SC 29401



A member of the Lee & Associates Group of Companies



From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]
Sent: Friday, March 28, 2014 1:35 PM
To: Bob Nuttall Jr.; Milton Thomas
Subject: County Term Sheet

Bob and Milton,

Just wanted to let you know that the only thing I know of that the parties have agreed to right now is the usable and rentable square footage. The rest of the term sheet items are still being discussed and negotiated.

Jeremy

MSJ - 32

From: Jeremy Blackburn
To: Bob Nuttall Jr.
Cc: Douglas Durbano; Brent Wilka; Milton Thomas
Subject: Re: County update
Date: Monday, March 31, 2014 12:25:04 PM
Attachments: [Image001.jpg](#)
[Image009.jpg](#)
[Image005.jpg](#)
[Image007.jpg](#)
[Image003.jpg](#)

Any feedback after Eric met with Kurt?

On Mar 28, 2014 11:47 AM, "Bob Nuttall Jr." <bnuttall@lee-associates.com> wrote:

All,

As a follow-up from our meeting late yesterday with the county, Milton and I met with Eric Meyer, the county's advisor and a real estate veteran whom we have known for 20+ years to discuss the deal. We believe the meeting with Eric was both positive and timely, as evidently he has a meeting with the county later today. He said he would update us by close of business today.

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal
Lee & Associates | Charleston

Direct: [843.747.2333](tel:843.747.2333)

Cell: [843.367.8255](tel:843.367.8255)

Main: [843.747.1200](tel:843.747.1200)

Fax: [843.747.1070](tel:843.747.1070)

126 Seven Farms Dr., Ste 110
Charleston, SC 29492



A member of the Lee & Associates Group of Companies



MSJ - 33

From: Douglas M. Durbano
To: Jeremy Blackburn; Donald Trump
Cc: Bob Nuttall Jr.; Milton Thomas; Brent Wilde
Subject: RE:
Date: Monday, March 31, 2014 8:07:35 PM

Any offers come through? I have not seen anything.

Thanks

Douglas M. Durbano

Attorney at Law
801-776-4111

doug@durbandlawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]
Sent: Monday, March 31, 2014 11:45 AM
To: Douglas Durbano; Donald Trump
Subject:

We will be getting a written offer from the County later today after their management meeting.

Jeremy

MSJ - 34

From: Douglas M. Durbano
To: Bob Nuttall Jr.; Milton Thomas; Jeremy Blackburn; Brent Wilde; Donald Trump Jr
Subject: FW: Naval Hospital Lease Proposal and Terms
Date: Tuesday, April 01, 2014 5:05:41 PM
Attachments: Image001.jpg
CHICORA GARDENS -County Summary 4-1-14.docx
Memo Chicora Life Center 4-1-14 lease.doc

FYI.

Can we have a conference call to discuss, ASAP. I am available in the morning tomorrow if that works for everyone else or tonight.

Would like to have Bob/Milts input on this.

Thanks

Douglas M. Durbano

Attorney at Law
801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jeremy Blackburn [<mailto:jblackburn@titanatlas.com>]
Sent: Tuesday, April 01, 2014 2:42 PM
To: Douglas Durbano; Brent Wilde; Donald Trump
Subject: Fwd: Naval Hospital Lease Proposal and Terms

Have not read or reviewed.

----- Forwarded message -----

From: Kurt Taylor <KTaylor@charlestoncounty.org>
Date: Tue, Apr 1, 2014 at 4:35 PM
Subject: Naval Hospital Lease Proposal and Terms
To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

Jeremy, attached are the two referenced documents. The proposal has been amended pursuant to our discussions and other internal discussions. One specific change is to reduce the CAM to \$6.25, in acknowledgement of your reduction in the legal, accounting, management and supervision budget estimates.

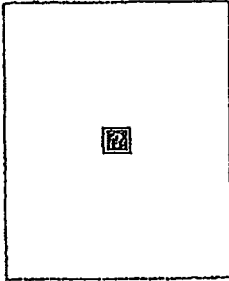
We also believe that to give you three years to get the building fully renovated and leased will give us both a more reliable average of CAM costs. Thus we suggest a three year cap rather than one.

I look forward to other discussions with you, and I appreciate all the hard work which has gone into this project by all parties.

W. Kurt Taylor, Esq.
Charleston County Administrator
4045 Bridge View Drive, Suite B-238

MSJ - 35

North Charleston, SC 29405
843-958-4015
ktaylor@charlestoncounty.org
www.charlestoncounty.org



From: Douglas M. Durbano
To: Jeremy Blackburn
Cc: Bob Nuttall Jr.; Milton Thomas; Brent Wilde; Donald Trump Jr
Subject: RE: Naval Hospital Lease Proposal and Terms
Date: Friday, April 04, 2014 10:34:35 AM
Attachments: Image001.jpg
CHICORA GARDENS -County Lease Proposal Summary Pre Pay 4-4-14.docx

Jeremy:
Attached is the "Pre Pay Lease for 15 years" Proposal that we discussed Wednesday.
Under a Pre Pay, we can accept the Counties proposed \$12 rate and most all other terms
with some slight modifications, which I have highlighted in Red on the Proposal.

Please review for accuracy and then present this to the County today for their
consideration.

A pre pay lease eliminates all Banking issues about Building & upgrade financing, early out
for Non Appropriations, and TI financing, etc.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and
notify the sender.

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Thursday, April 03, 2014 12:37 PM
To: Jeremy Blackburn
Cc: bnuttall@lee-associates.com; Milton Thomas; Brent Wilde; Donald Trump Jr
Subject: RE: Naval Hospital Lease Proposal and Terms

Jeremy:
Per our discussions yesterday, we would love to finalize this Lease and have the County
as our anchor tenant and also appreciate everyone's hard work on this project.

We have again confirmed with our Bank that the County Lease has to fit into their
"Bankable Parameters"; the new proposal does not and is not financeable. The Bank must
rely heavily on the Independent Appraisal per USPAP standards by Paul Moore which it
relied on to make the original commitment prior to our purchase of the Building. If there are
additional comps that Mr. Moore should take into consideration or errors in the comps he
used, he says he is willing to consider all information in order to modify the appraisal.

A second alternative that might work is for the County to pre pay the 15 year lease (as was
discussed early on) and then we wouldn't have to fit into Bankable Parameters and could
more easily do this deal.

Please feel free to share this email with Kurt and Walt and hopefully you can meet with
them today and convey this same information and find alternatives/solutions to this matter.

Thanks

Douglas M. Durbano

Attorney at Law

MSJ - 37

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jeremy Blackburn [<mailto:jblackburn@titanatlas.com>]

Sent: Tuesday, April 01, 2014 2:42 PM

To: Douglas Durbano; Brent wilde; Donald Trump

Subject: Fwd: Naval Hospital Lease Proposal and Terms

Have not read or reviewed.

----- Forwarded message -----

From: Kurt Taylor <KTaylor@charlestoncounty.org>

Date: Tue, Apr 1, 2014 at 4:35 PM

Subject: Naval Hospital Lease Proposal and Terms

To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

Jeremy, attached are the two referenced documents. The proposal has been amended pursuant to our discussions and other internal discussions. One specific change is to reduce the CAM to \$6.25, in acknowledgement of your reduction in the legal, accounting, management and supervision budget estimates.

We also believe that to give you three years to get the building fully renovated and leased will give us both a more reliable average of CAM costs. Thus we suggest a three year cap rather than one.

I look forward to other discussions with you, and I appreciate all the hard work which has gone into this project by all parties.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org

MSJ - 38

From: Antion Capital
To: Douglas M. Durbano
Cc: Milton Thomas; Jeremy Blackburn; Bob Nuttall Jr.; Donald Trump Jr
Subject: Re: Naval Hospital Lease Proposal and Terms
Date: Friday, April 04, 2014 11:51:08 AM

At this point would we want to also determine when the 17 million prepayment is made. Is it at the time of the lease is signed or at commencement date? I can see the county wanting to wait until commencement date. We of course want it to be on signing of the lease.

Thanks,
Brent Wilde
Sent from my iPhone

On Apr 4, 2014, at 8:58 AM, "Douglas M. Durbano" <doug@durbanolawfirm.com> wrote:

Save yourself some time, look at the one I just did for any comments or edits.

Thanks

Douglas M. Durbano

Attorney at Law
801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy this email and notify the sender.

From: Milton Thomas [<mailto:mthomas@lee-associates.com>]
Sent: Friday, April 04, 2014 8:52 AM
To: Douglas M. Durbano; Jeremy Blackburn
Cc: Bob Nuttall Jr.; Brent Wilde; Donald Trump Jr
Subject: RE: Naval Hospital Lease Proposal and Terms

Bob and I are finishing up our recommended proposal and will have it to you in an hour for your review.

Thanks!

Milt

Milton Thomas, CCIM, SIOR | Principal

Lee & Associates | Charleston

Direct: 843.747.3999

Cell: 843.367.8249

Main: 843.747.1200

Fax: 843.747.1070

293 East Bay Street

Charleston, SC 29401

[<image001.jpg>](#)

A member of the Lee & Associates Group of Companies

[<image002.jpg><image003.jpg><image004.jpg><image005.jpg>](#)

MSJ - 42

R. Appeal577

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Friday, April 04, 2014 10:35 AM
To: Jeremy Blackburn
Cc: Bob Nuttall Jr.; Milton Thomas; Brent Wilde; Donald Trump Jr
Subject: RE: Naval Hospital Lease Proposal and Terms

Jeremy:

Attached is the "Pre Pay Lease for 15 years" Proposal that we discussed Wednesday.

Under a Pre Pay, we can accept the Counties proposed \$12 rate and most all other terms with some slight modifications, which I have highlighted in Red on the Proposal.

Please review for accuracy and then present this to the County today for their consideration.

A pre pay lease eliminates all Banking issues about Building & upgrade financing, early out for Non Appropriations, and TI financing, etc.

Thanks

Douglas M. Durbano

Attorney at Law
801-776-4111
doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Thursday, April 03, 2014 12:37 PM
To: Jeremy Blackburn
Cc: bnuttall@lee-associates.com; Milton Thomas; Brent Wilde; Donald Trump Jr
Subject: RE: Naval Hospital Lease Proposal and Terms

Jeremy:

Per our discussions yesterday, we would love to finalize this Lease and have the County as our anchor tenant and also appreciate everyone's hard work on this project.

We have again confirmed with our Bank that the County Lease has to fit into their "Bankable Parameters"; the new proposal does not and is not financeable. The Bank must rely heavily on the independent Appraisal per USPAP standards by Paul Moore which it relied on to make the original commitment prior to our purchase of the Building. If there are additional comps that Mr. Moore should take into consideration or errors in the comps he used, he says he is willing to consider all information in order to modify the appraisal.

MSJ - 43

A second alternative that might work is for the County to pre pay the 15 year lease (as was discussed early on) and then we wouldn't have to fit into Bankable Parameters and could more easily do this deal.

Please feel free to share this email with Kurt and Walt and hopefully you can meet with them today and convey this same information and find alternatives/solutions to this matter.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]

Sent: Tuesday, April 01, 2014 2:42 PM

To: Douglas Durbano; Brent Wilde; Donald Trump

Subject: Fwd: Naval Hospital Lease Proposal and Terms

Have not read or reviewed.

----- Forwarded message -----

From: Kurt Taylor <KTaylor@charlestoncounty.org>

Date: Tue, Apr 1, 2014 at 4:35 PM

Subject: Naval Hospital Lease Proposal and Terms

To: "Jeremy Blackburn (jblackburn@titanatlas.com)"

<jblackburn@titanatlas.com>

Jeremy, attached are the two referenced documents. The proposal has been amended pursuant to our discussions and other internal discussions. One specific change is to reduce the CAM to \$6.25, in acknowledgement of your reduction in the legal, accounting, management and supervision budget estimates.

We also believe that to give you three years to get the building fully renovated and leased will give us both a more reliable average of CAM costs. Thus we suggest a three year cap rather than one.

I look forward to other discussions with you, and I appreciate all the hard work which has gone into this project by all parties.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

MSJ - 44

843-958-4015
ktaylor@charlestoncounty.org
www.charlestoncounty.org

<image006.jpg>

MSJ - 45

From: Douglas M. Durbano
To: Bob Nuttall Jr.
Cc: Brent Wilde; Jeremy Blackburn; Milton Thomas
Subject: RE: Call
Date: Friday, April 04, 2014 12:35:22 PM
Attachments: image001.jpg
image002.jpg
image003.jpg
image004.jpg
image005.jpg

Great, I will call your standard conf call number in 25 mins.

Thanks

Douglas M. Durbano

Attorney at Law
801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton UT, 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Bob Nuttall Jr. [mailto:bnuttall@lee-associates.com]
Sent: Friday, April 04, 2014 10:34 AM
To: Douglas M. Durbano
Cc: Brent Wilde; Jeremy Blackburn; Milton Thomas
Subject: Call

Can we jump on a call at 1:00 to discuss the response to the county?

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal

Lee & Associates | Charleston

Direct: 843.747.2333

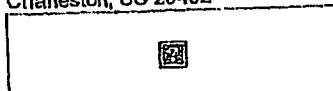
Cell: 843.367.8255

Main: 843.747.1200

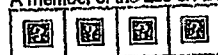
Fax: 843.747.1070

126 Seven Farms Dr., Ste 110

Charleston, SC 29492



A member of the Lee & Associates Group of Companies



From: Bob Nuttall Jr.
Sent: Friday, April 04, 2014 12:29 PM
To: 'Douglas M. Durbano'
Cc: 'Brent Wilde'; 'Jeremy Blackburn'; Milton Thomas
Subject: RE: Signage on Chicora Building

MSJ - 46

R. Appeal581

We will also need to discuss rates when responding to the state RFP's.

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal

Lee & Associates | Charleston

Direct: 843.747.2333

Cell: 843.367.8255

Main: 843.747.1200

Fax: 843.747.1070

126 Seven Farms Dr., Ste 110

Charleston, SC 29492



A member of the Lee & Associates Group of Companies



From: Bob Nuttall Jr.

Sent: Friday, April 04, 2014 12:26 PM

To: 'Douglas M. Durbano'

Cc: Brent Wilde; Jeremy Blackburn; Milton Thomas

Subject: RE: Signage on Chicora Building

Doug,

Signs should have gone up this week; I have a call into the sign company to see when they will be installed. The property also isn't listed yet in our commercial MLS since we still don't have a rate to quote. We were waiting to figure out the county deal so we can quote rates for remaining space. As soon as we have that we can get the property live on MLS.

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal

Lee & Associates | Charleston

Direct: 843.747.2333

Cell: 843.367.8255

Main: 843.747.1200

Fax: 843.747.1070

126 Seven Farms Dr., Ste 110

Charleston, SC 29492



A member of the Lee & Associates Group of Companies



MSJ - 47

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Friday, April 04, 2014 10:43 AM
To: Bob Nuttall Jr.
Cc: Brent Wilde; Jeremy Blackburn
Subject: Signage on Chicora Building

Bob:

Recently, the Mayor called to give us word that he had received several inquiries about space at our Building. He wondered why we hadn't gotten some signage up on the building for prospective tenants to see and call our Broker.
I wondered the same thing.

Thoughts?

Thanks

Douglas M. Durbano

Attorney at Law
801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

MSJ - 48

From: Bob Nuttall Jr.
To: "Jeremy Blackburn"
Subject: RE: Can you send me your comments? I don't have them
Date: Friday, April 04, 2014 1:09:03 PM
Attachments: Chas County Landlord response 4.4.14.doc
image001.jpg
image002.jpg
image003.jpg
image004.jpg
image005.jpg

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal
Lee & Associates | Charleston

Direct: 843.747.2333

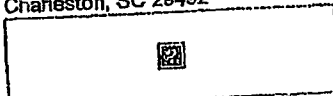
Cell: 843.367.8255

Main: 843.747.1200

Fax: 843.747.1070

126 Seven Farms Dr., Ste 110

Charleston, SC 29492



A member of the Lee & Associates Group of Companies



From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]
Sent: Friday, April 04, 2014 1:07 PM
To: Bob Nuttall Jr.
Subject: Can you send me your comments? I don't have them

Jeremy Blackburn

From: Bob Nuttall Jr.
To: "Douglas M. Durbano"; "Jeremy Blackburn"
Cc: Milton Thomas; "Brent Wilde"; "Donald Trump Jr."
Subject: Revised Naval Hospital Lease Proposal and Terms
Date: Friday, April 04, 2014 1:51:00 PM
Attachments: [Image002.jpg](#)
[Image015.jpg](#)
[Image016.jpg](#)
[Image017.jpg](#)
[Image018.jpg](#)
[Image019.jpg](#)
[Chas County Landlord response 4.4.14.doc](#)
[Image001.jpg](#)
[Image011.jpg](#)
[Image012.jpg](#)
[Image013.jpg](#)

All,

Per our conversation, please review attached and respond with approval or any comments you deem necessary.

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal

Lee & Associates | Charleston

Direct: 843.747.2333

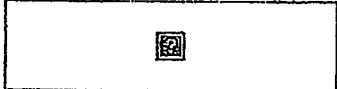
Cell: 843.367.8255

Main: 843.747.1200

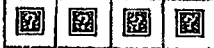
Fax: 843.747.1070

126 Seven Farms Dr., Ste 110

Charleston, SC 29492



A member of the Lee & Associates Group of Companies



From: Bob Nuttall Jr.
Sent: Friday, April 04, 2014 12:20 PM
To: "Douglas M. Durbano"; Jeremy Blackburn
Cc: Milton Thomas; Brent Wilde; Donald Trump Jr.
Subject: RE: Naval Hospital Lease Proposal and Terms

All,

Attached is what Milton and I recommend we send to the county. Please review and let's set up a time to discuss.

Thanks!

MSJ - 58

R. Appeal585

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal

Lee & Associates | Charleston

Direct: 843.747.2333

Cell: 843.367.8255

Main: 843.747.1200

Fax: 843.747.1070

126 Seven Farms Dr., Ste 110

Charleston, SC 29492



A member of the Lee & Associates Group of Companies



From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]

Sent: Friday, April 04, 2014 10:35 AM

To: Jeremy Blackburn

Cc: Bob Nuttall Jr.; Milton Thomas; Brent Wilde; Donald Trump Jr

Subject: RE: Naval Hospital Lease Proposal and Terms

Jeremy:

Attached is the "Pre Pay Lease for 15 years" Proposal that we discussed Wednesday. Under a Pre Pay, we can accept the Counties proposed \$12 rate and most all other terms with some slight modifications, which I have highlighted in Red on the Proposal.

Please review for accuracy and then present this to the County today for their consideration.

A pre pay lease eliminates all Banking issues about Building & upgrade financing, early out for Non Appropriations, and TI financing, etc.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]

Sent: Thursday, April 03, 2014 12:37 PM

To: Jeremy Blackburn

Cc: bnuttall@lee-associates.com; Milton Thomas; Brent Wilde; Donald Trump Jr

Subject: RE: Naval Hospital Lease Proposal and Terms

Jeremy:

Per our discussions yesterday, we would love to finalize this Lease and have the County as our anchor tenant and also appreciate everyone's hard work on this project.

We have again confirmed with our Bank that the County Lease has to fit into their

MSJ - 59

R. Appeal586

"Bankable Parameters"; the new proposal does not and is not financeable. The Bank must rely heavily on the independent Appraisal per USPAP standards by Paul Moore which it relied on to make the original commitment prior to our purchase of the Building. If there are additional comps that Mr. Moore should take into consideration or errors in the comps he used, he says he is willing to consider all information in order to modify the appraisal.

A second alternative that might work is for the County to pre pay the 15 year lease (as was discussed early on) and then we wouldn't have to fit into Bankable Parameters and could more easily do this deal.

Please feel free to share this email with Kurt and Walt and hopefully you can meet with them today and convey this same information and find alternatives/solutions to this matter.
Thanks

Douglas M. Durbano

Attorney at Law
801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jeremy Blackburn [<mailto:jblackburn@titanatlas.com>]
Sent: Tuesday, April 01, 2014 2:42 PM
To: Douglas Durbano; Brent Wilde; Donald Trump
Subject: Fwd: Naval Hospital Lease Proposal and Terms

Have not read or reviewed.

----- Forwarded message -----

From: Kurt Taylor <KTaylor@charlestoncounty.org>
Date: Tue, Apr 1, 2014 at 4:35 PM
Subject: Naval Hospital Lease Proposal and Terms
To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

Jeremy, attached are the two referenced documents. The proposal has been amended pursuant to our discussions and other internal discussions. One specific change is to reduce the CAM to \$6.25, in acknowledgement of your reduction in the legal, accounting, management and supervision budget estimates.

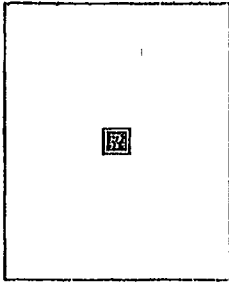
We also believe that to give you three years to get the building fully renovated and leased will give us both a more reliable average of CAM costs. Thus we suggest a three year-cap rather than one.

I look forward to other discussions with you, and I appreciate all the hard work which has gone into this project by all parties.

W. Kurt Taylor, Esq.
Charleston County Administrator
4045 Bridge View Drive, Suite B-238

MSJ - 60

North Charleston, SC 29405
843-958-4015
ktaylor@charlestoncounty.org
www.charlestoncounty.org



MSJ - 61

From: Douglas M. Durbano
To: Bob Nuttall Jr.; Jeremy Blackburn
Cc: Milton Thomas; Brent Wilde; Donald Trump Jr
Subject: RE: Revised Naval Hospital Lease Proposal and Terms
Date: Friday, April 04, 2014 3:10:30 PM
Attachments: [Image001.jpg](#)
[Image002.jpg](#)
[Image003.jpg](#)
[Image004.jpg](#)
[Image005.jpg](#)
[Image006.jpg](#)

I eliminated the last sentence in "Operating Expenses" that referred to the Exhibit A

Thanks

Douglas M. Durbano

Attorney at Law
801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Bob Nuttall Jr. [<mailto:bnuttall@lee-associates.com>]
Sent: Friday, April 04, 2014 1:08 PM
To: Douglas M. Durbano; Jeremy Blackburn
Cc: Milton Thomas; Brent Wilde; Donald Trump Jr
Subject: RE: Revised Naval Hospital Lease Proposal and Terms

Did you make any other changes other than deleting the exhibit?

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., STOR, CPM | Principal

Lee & Associates | Charleston

Direct: 843.747.2333

Cell: 843.367.8255

Main: 843.747.1200

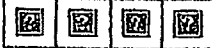
Fax: 843.747.1070

126 Seven Farms Dr., Ste 110

Charleston, SC 29402



A member of the Lee & Associates Group of Companies



From: Douglas M. Durbano [<mailto:doug@durbanolawfirm.com>]
Sent: Friday, April 04, 2014 3:00 PM
To: Bob Nuttall Jr.; Jeremy Blackburn
Cc: Milton Thomas; Brent Wilde; Donald Trump Jr
Subject: RE: Revised Naval Hospital Lease Proposal and Terms

MSJ - 69

Attached is the one I would use, I eliminated the Exhibit A. It was too long on details.

Jeremy, If you are on your way, just tear off Exhibit A.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd, #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Bob Nuttall Jr. [<mailto:bnuttall@lee-associates.com>]

Sent: Friday, April 04, 2014 12:54 PM

To: Jeremy Blackburn

Cc: Douglas M. Durbano; Milton Thomas; Brent Wilde; Donald Trump Jr

Subject: RE: Revised Naval Hospital Lease Proposal and Terms

I have heard from no one other than you.

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal

Lee & Associates | Charleston

Direct: 843.747.2333

Cell: 843.367.8256

Main: 843.747.1200

Fax: 843.747.1070

128 Seven Farms Dr., Ste 110

Charleston, SC 29402



A member of the Lee & Associates Group of Companies



From: Jeremy Blackburn [<mailto:jblackburn@titanatlas.com>]

Sent: Friday, April 04, 2014 2:52 PM

To: Bob Nuttall Jr.

Cc: Douglas M. Durbano; Milton Thomas; Brent Wilde; Donald Trump Jr

Subject: Re: Revised Naval Hospital Lease Proposal and Terms

I am on my way with this. Are there any changes? Need asap. (like now_)

Jeremy Blackburn

Chief Executive Officer

Titan Atlas Global LC

4280 Pace Street

North Charleston, SC 29405

Office: (843) 225-6230

Office Direct: (843) 225-6226

www.titanatlas.com

MSJ - 70

On Fri, Apr 4, 2014 at 1:51 PM, Bob Nuttall Jr. <bnuttall@lee-associates.com> wrote:
All,

Per our conversation, please review attached and respond with approval or any comments
you deem necessary.

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal

Lee & Associates | Charleston

Direct: [843.747.2333](tel:843.747.2333)

Cell: [843.367.8255](tel:843.367.8255)

Main: [843.747.1200](tel:843.747.1200)

Fax: [843.747.1070](tel:843.747.1070)

126 Seven Farms Dr., Ste 110

Charleston, SC 29492



A member of the Lee & Associates Group of Companies



From: Bob Nuttall Jr.
Sent: Friday, April 04, 2014 12:20 PM
To: 'Douglas M. Durbano'; Jeremy Blackburn
Cc: Milton Thomas; Brent Wilde; Donald Trump Jr
Subject: RE: Naval Hospital Lease Proposal and Terms

All,

Attached is what Milton and I recommend we send to the county. Please review and let's set
up a time to discuss.

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal

Lee & Associates | Charleston

Direct: [843.747.2333](tel:843.747.2333)

Cell: [843.367.8255](tel:843.367.8255)

Main: [843.747.1200](tel:843.747.1200)

Fax: [843.747.1070](tel:843.747.1070)

126 Seven Farms Dr., Ste 110

MSJ - 71

Charleston, SC 29402



A member of the Lee & Associates Group of Companies



From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Friday, April 04, 2014 10:35 AM
To: Jeremy Blackburn
Cc: Bob Nuttall Jr.; Milton Thomas; Brent Wilde; Donald Trump Jr
Subject: RE: Naval Hospital Lease Proposal and Terms

Jeremy:

Attached is the "Pre Pay Lease for 15 years" Proposal that we discussed Wednesday. Under a Pre Pay, we can accept the Counties proposed \$12 rate and most all other terms with some slight modifications, which I have highlighted in Red on the Proposal.

Please review for accuracy and then present this to the County today for their consideration.

A pre pay lease eliminates all Banking issues about Building & upgrade financing, early out for Non Appropriations, and TI financing, etc.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Thursday, April 03, 2014 12:37 PM
To: Jeremy Blackburn
Cc: bnuttall@lee-associates.com; Milton Thomas; Brent Wilde; Donald Trump Jr
Subject: RE: Naval Hospital Lease Proposal and Terms

Jeremy:

Per our discussions yesterday, we would love to finalize this Lease and have the County as our anchor tenant and also appreciate everyone's hard work on this project.

We have again confirmed with our Bank that the County Lease has to fit into their "Bankable Parameters"; the new proposal does not and is not financeable. The Bank must rely heavily on the independent Appraisal per USPAP standards by Paul Moore which it relied on to make the original commitment prior to our purchase of the Building. If there are additional comps that Mr. Moore should take into consideration or errors in the comps he used, he says he is willing to consider all information in order to modify the appraisal. .

A second alternative that might work is for the County to pre pay the 15 year lease (as was discussed early on) and then we wouldn't have to fit into Bankable Parameters and could

MSJ - 72

more easily do this deal.

Please feel free to share this email with Kurt and Walt and hopefully you can meet with them today and convey this same information and find alternatives/solutions to this matter.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd, #200, Layton UT. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]

Sent: Tuesday, April 01, 2014 2:42 PM

To: Douglas Durbano; Brent Wilde; Donald Trump

Subject: Fwd: Naval Hospital Lease Proposal and Terms

Have not read or reviewed.

----- Forwarded message -----

From: Kurt Taylor <KTaylor@charlestoncounty.org>

Date: Tue, Apr 1, 2014 at 4:35 PM

Subject: Naval Hospital Lease Proposal and Terms

To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

Jeremy, attached are the two referenced documents. The proposal has been amended pursuant to our discussions and other internal discussions. One specific change is to reduce the CAM to \$6.25, in acknowledgement of your reduction in the legal, accounting, management and supervision budget estimates.

We also believe that to give you three years to get the building fully renovated and leased will give us both a more reliable average of CAM costs. Thus we suggest a three year cap rather than one.

I look forward to other discussions with you, and I appreciate all the hard work which has gone into this project by all parties.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org

MSJ - 73

DEFENDANTS' EXHIBIT E

Final - Signed Lease by Chicora!

Douglas M. Durbano <doug@durbanolawfirm.com>

Mon, Jun 30, 2014 at 6:44 PM

To: jdawson@charlestoncounty.org

Cc: ABruner@charlestoncounty.org, Bernard Ferrara <BFerrara@charlestoncounty.org>, jake@durbanolawfirm.com,

Teddie Pryor <pryorteddie@yahoo.com>, Jeremy Blackburn <jblackburn@titanatlas.com>, Kurt Taylor

<KTaylor@charlestoncounty.org>, Donald Trump Jr <djtjr@trumporg.com>

Joe et al:

Attached is a Word and PDF of the Final Lease with all Exhibits, signed by Chicora.

Two original executed Leases, along with two full size Exhibit A Plans have been sent Fed Ex for early morning delivery on Tuesday to the County, via Joe Dawson at the County Attorney's office.

We will look forward to getting a signed original back from the County tomorrow. We would appreciate overnight delivery.

Congratulations to all, there has been a lot of work go into this project and I think a job "well done" in getting this complex but very beneficial Lease accomplished! (Now the fun starts in its implementation☺)

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

<<...>> <<...>>

2 attachments **Chicora-Charleston Co Lease Final 6-30-14.pdf**
1817K **Chicora Life Center LC Lease June 30 2014 Final.docx**
105K

00534

Lease Language Compromise

4 messages

Douglas M. Durbano <doug@durbanolawfirm.com>

Sun, Jun 29, 2014 at 11:49 AM

To: Joe Dawson <JDawson@charlestoncounty.org>

Cc: ABruner@charlestoncounty.org, Teddie Pryor <pryorteddie@yahoo.com>, jake@durbanolawfirm.com

Bcc: jblackburn@titanatlas.com

Joe: (I apologize for the Sunday communication)

Good news, I am informed by Jeremy that the below compromise Lease language has been discussed and agreed to in concept by Chairman Pryor and Kurt Taylor. We think that an early morning Monday meeting with all the decision makers would be appropriate to confirm this or an email or phone call or two could also confirm it.

Either way, our office will quickly insert this language into the Lease if it is acceptable and have it ready for signing Monday morning once you confirm and give us the go ahead.

BTW, we still feel that the Bond/LOC requirement is unnecessary, burdensome and expensive and therefore if insisted on by Tenant, it should be at Tenants expense. In our experience, no other Tenant (including the Federal Government or State of SC) has ever asked for such. It seems odd that while Chicora has currently paid for the Building and all of its expenses without any Tenants and rent/cash flow that it would fail to do so when it has Tenants and rent/cash flow. Nevertheless, Chicora is willing to provide the LOCs as detailed in the language below.

We will look forward to your response and direction ASAP.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

1- **Letter of Credit:** At the Tenants request and direction, the Landlord shall provide, annually, an irrevocable letter of credit to the Tenant or multiple letters of credit directly to service providers and vendors of Landlord, with the Tenant named as an additional beneficiary, in a total penal sum(s) of

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=146e850d7ea6df4a...>

00535

1/3

\$637,565.50 (the first years' Annual Operating expenses) adjusted annually to match or not exceed the actual annual Operating Expenses. The letter(s) of credit shall act as security for the Landlord's fulfillment of its obligations to pay third parties for the operation and maintenance of the Major Operating Systems, Utilities, or any other matter(s) which could negatively impact the habitability of the Premises and Tenant's Quiet Enjoyment of the same if not paid for by the Landlord. The cost and expense of the letter(s) of credit shall be paid for by the Tenant, not to exceed 2.5% annually of the penal sum(s).

2- Tenant Improvements Budget Cap. T.I.s will be completed to the Tenants' reasonable satisfaction as outlined and detailed in the Exhibits. The T.I.s will include the necessary requirements to be determined by any licensing or regulatory authority of the Tenant which Tenant must apply for and pursue in a reasonable and timely manner. A budget cap of \$1.6M has been established for completion of the T.I.s and Landlord will pay the first \$1.6M of T.I.s with any amount over \$1.6M mutually agreed to in advance by the Parties before such budget cap is ever exceeded as it is anticipated that any excess would be paid for by the Tenant and therefore must have Tenants pre approval. However, the Parties agree to cooperate in good faith when dealing with a mutually agreed upon amount over the Budget Cap by potentially having Landlord advance the same and adjusting the Rental amount upward to reimburse the Landlord for such amounts or other fair and equitable financial arrangements that the Parties may agree to in this event, given that the Landlord is not obligated under the Lease to pay more than the budget cap.

3- Square Footage and lease rate. The attached Exhibit A references the anticipated Tenant Leased Premises space as a total area of 98,087 rentable square feet but the initial first months lease payment being made in the form of a deposit on execution of the Lease, which is refundable, shall be and is hereby established at \$11.36 per rentable square foot, or \$92,821.00. Prior to the Effective Date, and after the completion of the Tenant Improvements, the Parties shall complete an "As Built" drawing of the Tenants Leased Premises and calculate, determine and or confirm the actual As Built Rentable Square Footage, per BOMA standards, and amend or confirm Exhibit A accordingly which As Built RSF shall be the basis for the rental calculation of the Lease. This As Built Rentable Square Footage shall be the RSF referenced in the Lease as the Leased Premises on the Effective Date with the initial Rental Rate at the agreed \$12.00 per rentable square foot. (As directed by Tenant, Exhibit A shall separate out, total up and detail the RSF of each separate sub tenant or departmental agency of the Tenant)

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Kurt Taylor <ktaylor@charlestoncounty.org>
Bcc: Douglas Durbano <doug@durbanolawfirm.com>

Sun, Jun 29, 2014 at 12:04 PM

FYI

[Quoted text hidden]

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Teddy Pryor <pryorteddie@yahoo.com>

Mon, Jun 30, 2014 at 9:48 AM

----- Forwarded message -----

From: "Douglas M. Durbano" <doug@durbanolawfirm.com>

Date: Jun 29, 2014 11:49 AM

Subject: Lease Language Compromise

To: "Joe Dawson" <JDawson@charlestoncounty.org>

Cc: <ABruner@charlestoncounty.org>, "Teddie Pryor" <pryorteddie@yahoo.com>, <jake@durbanolawfirm.com>

[Quoted text hidden]

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Joe Dawson <jdawson@charlestoncounty.org>

Mon, Jun 30, 2014 at 9:48 AM

----- Forwarded message -----

From: "Douglas M. Durbano" <doug@durbanolawfirm.com>

Date: Jun 29, 2014 11:49 AM

Subject: Lease Language Compromise

To: "Joe Dawson" <JDawson@charlestoncounty.org>

Cc: <ABruner@charlestoncounty.org>, "Teddie Pryor" <pryorteddie@yahoo.com>, <jake@durbanolawfirm.com>

[Quoted text hidden]

00537

FW: Letter of Credit

Kurt Taylor <KTaylor@charlestoncounty.org>

Fri, Jun 27, 2014 at 5:30 PM

To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

Consider the below:

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



From: Kurt Taylor

Sent: Friday, June 27, 2014 5:29 PM

To: Austin A. Bruner; Joe Dawson

Subject: Letter of Credit

Importance: High

00538

The Landlord shall provide, annually, an irrevocable letter of credit in the penal sum

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&msg=146df3c821ef7db...> 1/2

or \$637,565.50 (the first years Annual Operating expenses) adjusted annually to match the actual Operating Expenses. This letter of credit shall act as security for the Landlord's fulfillment of its obligations to pay third parties for the operation and maintenance of the Major Operating Systems, or any other matter(s) which negatively impact the habitability of the Premises and Tenant's Quiet Enjoyment of same.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



00539

Have called Teddie twice since 11:00. Will let you know if I hear back from him.

2 messages

Jeremy Blackburn <jblackburn@titanatlas.com>

Fri, Jun 27, 2014 at 11:45 AM

To: Kurt Taylor <ktaylor@charlestoncounty.org>, Douglas Durbano <doug@durbanolawfirm.com>

Kurt Taylor <KTaylor@charlestoncounty.org>

Fri, Jun 27, 2014 at 12:07 PM

To: Jeremy Blackburn <jblackburn@titanatlas.com>

Sure.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]

Sent: Friday, June 27, 2014 11:45 AM

[https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=146de00a8e1bfa9c&...](https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=146de00a8e1bfa9c&...) 1/2

to: Kurt Taylor; Douglas Durband

Subject: Have called Teddie twice since 11:00. Will let you know if I hear back from him.

00541

Have called Teddie twice since 11:00. Will let you know if I hear back from him.

2 messages

Jeremy Blackburn <jblackburn@titanatlas.com>

Fri, Jun 27, 2014 at 11:45 AM

To: Kurt Taylor <ktaylor@charlestoncounty.org>, Douglas Durbano <doug@durbanolawfirm.com>

Kurt Taylor <KTaylor@charlestoncounty.org>

Fri, Jun 27, 2014 at 12:07 PM

To: Jeremy Blackburn <jblackburn@titanatlas.com>

Sure.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]

Sent: Friday, June 27, 2014 11:45 AM

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=146de00a8e1bfa9c&...> 1/2

Revisions to County / Chicora Lease

8 messages

Douglas M. Durbano <doug@durbanolawfirm.com>

Tue, Jun 24, 2014 at 3:49 PM

To: pryorteddie@yahoo.com, Kurt Taylor <KTaylor@charlestoncounty.org>, jdawson@charlestoncounty.org, ABruner@charlestoncounty.org, Walter Smalls <WSmalls@charlestoncounty.org>

Cc: Donald Trump Jr <djtjr@trumporg.com>, Jeremy Blackburn <jblackburn@titanatlas.com>, jake@durbanolawfirm.com

All:

I hope I have picked up everyone's correct email who wanted copies of the latest revisions to the lease. If I have missed someone, please advise and/or forward as is appropriate.

Attached are the revisions, showing a comparison with the last document we received from the County, which was on 6/23 in the morning and titled "Chicora Lease Final Clean 6-20-14." All of our proposed edits are "Redlined" in the attached Word document dated 6-24-14.

We believe we have captured the essence of our productive discussions this morning, but will await the Counties close scrutiny and input and will appreciate any suggestions that you may have.

We contacted our Bond Agent (Jace) and discussed the Assurance Bond concept for the Landlord obligations. He confirmed that he has an interested Bonding Company, but that it has never been done before and may yet be problematic, if even possible. He noted that not even the Federal Government has ever required a Landlord Assurance Bond.

He suggested that a Bank assurance that a construction loan was in place and confirmation that the Landlord is credit worthy might be just as or more effective than a traditional Assurance Bond and much less expensive. An interesting comment from one who earns a commission writing Assurance Bonds for government transactions. I sense that his hope of actually getting the Bond is not high while the work of attempting this new issuance may be substantial.

Finally, I have also attached the latest drawings from 6-23-14 (Proposed Exhibit A) showing the space layout for all four tenants and their respective Usable and Rentable Square Footage. The building has a 17% load factor. In order to confirm the accuracy of the numbers, simply subtract 17% from the RSF number to get the USF number. These are the drawings that we are referring to that show an increased RSF number. If there are different drawings that show a lesser RSF and should be Exhibit A, please let us know.

We believe this lease would be ready for signing now and still be subject to certain contingencies being completed prior to occupancy. This transaction is very similar to a construction build job that requires some commitment and a deposit from the ultimate tenant in advance to allow the owner to get bids, financing and construction completed prior to the payment of any lease amounts. One month's rent (refundable) will act as a sufficient deposit on this transaction.

We look forward to hearing back from you.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

00544

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

<<...>> <<...>> <<...>> <<...>> <<...>> <<...>>

6 attachments

-  **A-101 DAODAS FIRST FLOOR.PDF**
786K
-  **A-102 2nd & 8th FLOOR PLANS.PDF**
1074K
-  **A-103 Coroner Plan.pdf**
358K
-  **A-104 DHEC PLAN.PDF**
773K
-  **A-107 Vital Records.pdf**
242K
-  **CHICORA LIFE CENTER 6-24-2014 COMPARE.DOCX**
132K

Jeremy Blackburn <jblackburn@titanatlas.com>

Tue, Jun 24, 2014 at 3:55 PM

To: "Douglas M. Durban" <doug@durbanolawfirm.com>

Cc: Teddy Pryor <pryorteddie@yahoo.com>, Kurt Taylor <KTaylor@charlestoncounty.org>, Joe Dawson <jdawson@charlestoncounty.org>, "Austin A. Bruner" <ABruner@charlestoncounty.org>, Walter Smalls <WSmalls@charlestoncounty.org>, Donald Trump Jr <djtjr@trumporg.com>, Jacob Briggs <jake@durbanolawfirm.com>

In order to avoid confusion, Kurt and I will run through this document and then let him distribute to his appropriate associates with his comments.

Jeremy Blackburn

[Quoted text hidden]

Kurt Taylor <KTaylor@charlestoncounty.org>

Tue, Jun 24, 2014 at 3:59 PM

To: Jeremy Blackburn <jblackburn@titanatlas.com>

Jeremy, I received your email but not Doug's. Can you forward the attachment?

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

00545

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]

Sent: Tuesday, June 24, 2014 3:55 PM

To: Douglas M. Durbano

Cc: Teddy Pryor; Kurt Taylor; Joe Dawson; Austin A. Bruner; Walter Smalls; Donald Trump Jr; Jacob Briggs

Subject: Re: Revisions to County / Chicora Lease

[Quoted text hidden]

Jeremy Blackburn <jblackburn@titanatlas.com>

To: Kurt Taylor <ktaylor@charlestoncounty.org>

Tue, Jun 24, 2014 at 4:03 PM

6 attachments



A-101 DAODAS FIRST FLOOR.PDF

786K



A-102 2nd & 8th FLOOR PLANS.PDF

1074K



A-103 Coroner Plan.pdf

358K



A-104 DHEC PLAN.PDF

773K



A-107 Vital Records.pdf

242K



CHICORA LIFE CENTER 6-24-2014 COMPARE.DOCX

132K

00546

Teddie Pryor <pryorteddie@yahoo.com>

Tue, Jun 24, 2014 at 4:46 PM

To: Jeremy Blackburn <jblackburn@titanatlas.com>

Cc: "Douglas M. Durbano" <doug@durbanolawfirm.com>, Kurt Taylor <KTaylor@charlestoncounty.org>, Joe Dawson <jdawson@charlestoncounty.org>, "Austin A. Bruner" <ABruner@charlestoncounty.org>, Walter Smalls <WSmalls@charlestoncounty.org>, Donald Trump Jr <djtjr@trumporg.com>, Jacob Briggs <jake@durbanolawfirm.com>

My instruction when we met were to have Doug and Joe work out the legal wordings in the contract and then send a copy to Kurt and Jeremy for review . That's what I expect to happen and nothing less. This will cut out the confusion and allow this process to move quickly. I hope I made myself clear. If anyone has a problem with this they can call me.

Sent from my iPhone

[Quoted text hidden]

Douglas M. Durbano <doug@durbanolawfirm.com>

Tue, Jun 24, 2014 at 5:00 PM

To: Teddie Pryor <pryorteddie@yahoo.com>, Jeremy Blackburn <jblackburn@titanatlas.com>

Cc: Kurt Taylor <KTaylor@charlestoncounty.org>, Joe Dawson <jdawson@charlestoncounty.org>, "Austin A. Bruner" <ABruner@charlestoncounty.org>, Walter Smalls <WSmalls@charlestoncounty.org>, Donald Trump Jr <djtjr@trumporg.com>, Jacob Briggs <Jake@durbanolawfirm.com>

I have the message, loud and clear, and will do.

I understand that the County email filter may not have allowed my previous email and attachments to go through as being too large, so I have reattached just the Lease (Word Doc) without the PDF attachments.

Looking forward to discussing with Joe ASAP.

Please feel free to use my office # 801-776-4111 or Cell # 801-725-7503.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Teddie Pryor [mailto:pryorteddie@yahoo.com]

Sent: Tuesday, June 24, 2014 2:46 PM

To: Jeremy Blackburn

Cc: Douglas M. Durbano; Kurt Taylor; Joe Dawson; Austin A. Bruner; Walter Smalls; Donald Trump Jr; Jacob

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=146cf6d84f47620e&...> 4/7

00547

Briggs

Subject: Re: Revisions to County / Chicora Lease

My instruction when we met were to have Doug and Joe work out the legal wordings in the contract and then send a copy to Kurt and Jeremy for review . That's what I expect to happen and nothing less. This will cut out the confusion and allow this process to move quickly. I hope I made myself clear. If anyone has a problem with this they can call me.

Sent from my iPhone

[Quoted text hidden]



CHICORA LIFE CENTER 6-24-2014 COMPARE.DOCX
132K

Kurt Taylor <KTaylor@charlestoncounty.org>
To: **Jeremy Blackburn** <jblackburn@titanatlas.com>

Tue, Jun 24, 2014 at 5:03 PM

Got them. It was in email purgatory again.

W. Kurt Taylor, Esq.

Charleston County Administrator

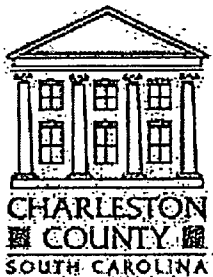
4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



00548

From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]
Sent: Tuesday, June 24, 2014 4:04 PM
To: Kurt Taylor
Subject: Fwd: Revisions to County / Chicora Lease

Douglas M. Durbano <doug@durbanolawfirm.com> Wed, Jun 25, 2014 at 11:21 AM
To: jdawson@charlestoncounty.org, Teddie Pryor <pryorteddie@yahoo.com>
Cc: Kurt Taylor <KTaylor@charlestoncounty.org>, "Austin A. Bruner" <ABruner@charlestoncounty.org>, Walter Smalls <WSmalls@charlestoncounty.org>, Donald Trump Jr <djtjr@trumporg.com>, Jacob Briggs <Jake@durbanolawfirm.com>, Jeremy Blackburn <jblackburn@titanatlas.com>

For everyone's reference, we have attached the latest Exhibit A that incorporates the Plan Sheets dated 6/23/14 and totals up the RSF of 98,087.

If these Plan Sheets change effecting the RSF please advise.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Tuesday, June 24, 2014 3:01 PM
To: 'Teddie Pryor'; 'Jeremy Blackburn'
Cc: 'Kurt Taylor'; 'Joe Dawson'; 'Austin A. Bruner'; 'Walter Smalls'; 'Donald Trump Jr'; Jacob Briggs
Subject: RE: Revisions to County / Chicora Lease

I have the message, loud and clear, and will do.

00549

I understand that the County email filter may not have allowed my previous email and attachments to go through as being too large, so I have reattached just the Lease (Word Doc) without the PDF

attachments.

Looking forward to discussing with Joe ASAP.

Please feel free to use my office # 801-776-4111 or Cell # 801-725-7503.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Teddie Pryor [mailto:pryorteddie@yahoo.com]

Sent: Tuesday, June 24, 2014 2:46 PM

To: Jeremy Blackburn

Cc: Douglas M. Durbano; Kurt Taylor; Joe Dawson; Austin A. Bruner; Walter Smalls; Donald Trump Jr; Jacob Briggs

Subject: Re: Revisions to County / Chicora Lease

[Quoted text hidden]

 **Exhibit A Plan Sheets of Leased Premises.pdf**
259K

00550

(no subject)

1 message

Jeremy Blackburn <jblackburn@titanatlas.com>

Tue, Jun 24, 2014 at 6:54 AM

To: Kurt Taylor <ktaylor@charlestoncounty.org>

Have not sent to anyone but you. You may want to send to Walt so he can review the Exhibits and references to building codes, standards, Construction Documents, etc.

Jeremy Blackburn
Chief Executive Officer
Titan Atlas Global LC
4280 Pace Street
North Charleston, SC 29405
Office: (843) 225-6230
Office Direct: (843) 225-6226
www.titanatlas.com



CHICORA LIFE CENTER 6-24 COMPARE.doc
261K

00551

Revisions to County / Chicora Lease

8 messages

Douglas M. Durbano <doug@durbanolawfirm.com>

Tue, Jun 24, 2014 at 3:49 PM

To: pryorteddie@yahoo.com, Kurt Taylor <KTaylor@charlestoncounty.org>, jdawson@charlestoncounty.org,

ABruner@charlestoncounty.org, Walter Smalls <WSmalls@charlestoncounty.org>

Cc: Donald Trump Jr <djtr@trumporg.com>, Jeremy Blackburn <jblackburn@titanatlas.com>;

jake@durbanolawfirm.com

All:

I hope I have picked up everyone's correct email who wanted copies of the latest revisions to the lease. If I have missed someone, please advise and/or forward as is appropriate.

Attached are the revisions, showing a comparison with the last document we received from the County, which was on 6/23 in the morning and titled "Chicora Lease Final Clean 6-20-14." All of our proposed edits are "Redlined" in the attached Word document dated 6-24-14.

We believe we have captured the essence of our productive discussions this morning, but will await the Counties close scrutiny and input and will appreciate any suggestions that you may have.

We contacted our Bond Agent (Jace) and discussed the Assurance Bond concept for the Landlord obligations. He confirmed that he has an interested Bonding Company, but that it has never been done before and may yet be problematic, if even possible. He noted that not even the Federal Government has ever required a Landlord Assurance Bond.

He suggested that a Bank assurance that a construction loan was in place and confirmation that the Landlord is credit worthy might be just as or more effective than a traditional Assurance Bond and much less expensive. An interesting comment from one who earns a commission writing Assurance Bonds for government transactions. I sense that his hope of actually getting the Bond is not high while the work of attempting this new issuance may be substantial.

Finally, I have also attached the latest drawings from 6-23-14 (Proposed Exhibit A) showing the space layout for all four tenants and their respective Usable and Rentable Square Footage. The building has a 17% load factor. In order to confirm the accuracy of the numbers, simply subtract 17% from the RSF number to get the USF number. These are the drawings that we are referring to that show an increased RSF number. If there are different drawings that show a lesser RSF and should be Exhibit A, please let us know.

We believe this lease would be ready for signing now and still be subject to certain contingencies being completed prior to occupancy. This transaction is very similar to a construction build job that requires some commitment and a deposit from the ultimate tenant in advance to allow the owner to get bids, financing and construction completed prior to the payment of any lease amounts. One month's rent (refundable) will act as a sufficient deposit on this transaction.

We look forward to hearing back from you.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

00552

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

<<...>> <<...>> <<...>> <<...>> <<...>> <<...>>

6 attachments

-  **A-101 DAODAS FIRST FLOOR.PDF**
786K
-  **A-102 2nd & 8th FLOOR PLANS.PDF**
1074K
-  **A-103 Coroner Plan.pdf**
358K
-  **A-104 DHEC PLAN.PDF**
773K
-  **A-107 Vital Records.pdf**
242K
-  **CHICORA LIFE CENTER 6-24-2014 COMPARE.DOCX**
132K

Jeremy Blackburn <jblackburn@titanatlas.com>

Tue, Jun 24, 2014 at 3:55 PM

To: "Douglas M. Durban" <doug@durbanolawfirm.com>

Cc: Teddy Pryor <pryorteddie@yahoo.com>, Kurt Taylor <KTaylor@charlestoncounty.org>, Joe Dawson <jdawson@charlestoncounty.org>, "Austin A. Bruner" <ABruner@charlestoncounty.org>, Walter Smalls <WSmalls@charlestoncounty.org>, Donald Trump Jr <djtjr@trumporg.com>, Jacob Briggs <jake@durbanolawfirm.com>

In order to avoid confusion, Kurt and I will run through this document and then let him distribute to his appropriate associates with his comments.

Jeremy Blackburn

[Quoted text hidden]

Kurt Taylor <KTaylor@charlestoncounty.org>

Tue, Jun 24, 2014 at 3:59 PM

To: Jeremy Blackburn <jblackburn@titanatlas.com>

Jeremy, I received your email but not Doug's. Can you forward the attachment?

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

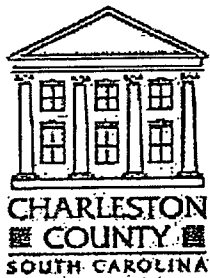
00553

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]

Sent: Tuesday, June 24, 2014 3:55 PM

To: Douglas M. Durbano

Cc: Teddy Pryor; Kurt Taylor; Joe Dawson; Austin A. Bruner; Walter Smalls; Donald Trump Jr; Jacob Briggs

Subject: Re: Revisions to County / Chicora Lease

[Quoted text hidden]

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Kurt Taylor <ktaylor@charlestoncounty.org>

Tue, Jun 24, 2014 at 4:03 PM

6 attachments

 A-101 DAODAS.FIRST FLOOR.PDF
786K

 A-102 2nd & 8th FLOOR PLANS.PDF
1074K

 A-103 Coroner Plan.pdf
358K

 A-104 DHEC PLAN.PDF
773K

 A-107 Vital Records.pdf
242K

 CHICORA LIFE CENTER 6-24-2014 COMPARE.DOCX
132K

00554

Teddie Pryor <pryorteddie@yahoo.com>

Tue, Jun 24, 2014 at 4:46 PM

To: Jeremy Blackburn <jblackburn@titanatlas.com>

Cc: "Douglas M. Durbano" <doug@durbanolawfirm.com>, Kurt Taylor <KTaylor@charlestoncounty.org>, Joe Dawson <jdawson@charlestoncounty.org>, "Austin A. Bruner" <ABruner@charlestoncounty.org>, Walter Smalls <WSmalls@charlestoncounty.org>, Donald Trump Jr <djtjr@trumporg.com>, Jacob Briggs <jake@durbanolawfirm.com>

My instruction when we met were to have Doug and Joe work out the legal wordings in the contract and then send a copy to Kurt and Jeremy for review . That's what I expect to happen and nothing less. This will cut out the confusion and allow this process to move quickly. I hope I made myself clear. If anyone has a problem with this they can call me.

Sent from my iPhone

[Quoted text hidden]

Douglas M. Durbano <doug@durbanolawfirm.com>

Tue, Jun 24, 2014 at 5:00 PM

To: Teddie Pryor <pryorteddie@yahoo.com>, Jeremy Blackburn <jblackburn@titanatlas.com>

Cc: Kurt Taylor <KTaylor@charlestoncounty.org>, Joe Dawson <jdawson@charlestoncounty.org>, "Austin A. Bruner" <ABruner@charlestoncounty.org>, Walter Smalls <WSmalls@charlestoncounty.org>, Donald Trump Jr <djtjr@trumporg.com>, Jacob Briggs <Jake@durbanolawfirm.com>

I have the message, loud and clear, and will do.

I understand that the County email filter may not have allowed my previous email and attachments to go through as being too large, so I have reattached just the Lease (Word Doc) without the PDF attachments.

Looking forward to discussing with Joe ASAP.

Please feel free to use my office # 801-776-4111 or Cell # 801-725-7503.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton UT, 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Teddie Pryor [mailto:pryorteddie@yahoo.com]

Sent: Tuesday, June 24, 2014 2:46 PM

To: Jeremy Blackburn

Cc: Douglas M. Durbano; Kurt Taylor; Joe Dawson; Austin A. Bruner; Walter Smalls; Donald Trump Jr; Jacob

00555

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=146cf6d84f47620e&...> 4/7

Briggs

Subject: Re: Revisions to County / Chicora Lease

My instruction when we met were to have Doug and Joe work out the legal wordings in the contract and then send a copy to Kurt and Jeremy for review . That's what I expect to happen and nothing less. This will cut out the confusion and allow this process to move quickly. I hope I made myself clear. If anyone has a problem with this they can call me.

Sent from my iPhone

[Quoted text hidden]



CHICORA LIFE CENTER 6-24-2014 COMPARE.DOCX
132K

Kurt Taylor <KTaylor@charlestoncounty.org>
To: Jeremy Blackburn <jblackburn@titanatlas.com>

Tue, Jun 24, 2014 at 5:03 PM

Got them. It was in email purgatory again.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



00556

From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]

Sent: Tuesday, June 24, 2014 4:04 PM

To: Kurt Taylor

Subject: Fwd: Revisions to County / Chicora Lease

Douglas M. Durbano <doug@durbanolawfirm.com>

Wed, Jun 25, 2014 at 11:21 AM

To: jdawson@charlestoncounty.org, Teddie Pryor <pryorteddie@yahoo.com>

Cc: Kurt Taylor <KTaylor@charlestoncounty.org>, "Austin A. Bruner" <ABruner@charlestoncounty.org>, Walter Smalls <WSmalls@charlestoncounty.org>, Donald Trump Jr <dtjr@trumporg.com>, Jacob Briggs <Jake@durbanolawfirm.com>, Jeremy Blackburn <jblackburn@titanatlas.com>

For everyone's reference, we have attached the latest Exhibit A that incorporates the Plan Sheets dated 6/23/14 and totals up the RSF of 98,087.

If these Plan Sheets change effecting the RSF please advise.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]

Sent: Tuesday, June 24, 2014 3:01 PM

To: 'Teddie Pryor'; 'Jeremy Blackburn'

Cc: 'Kurt Taylor'; 'Joe Dawson'; 'Austin A. Bruner'; 'Walter Smalls'; 'Donald Trump Jr'; Jacob Briggs

Subject: RE: Revisions to County / Chicora Lease

I have the message, loud and clear, and will do.

00557

I understand that the County email filter may not have allowed my previous email and attachments to go through as being too large, so I have reattached just the Lease (Word Doc) without the PDF

attachments.

Looking forward to discussing with Joe ASAP.

Please feel free to use my office # 801-776-4111 or Cell # 801-725-7503.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Teddie Pryor [mailto:pryorteddie@yahoo.com]

Sent: Tuesday, June 24, 2014 2:46 PM

To: Jeremy Blackburn

Cc: Douglas M. Durbano; Kurt Taylor; Joe Dawson; Austin A. Bruner; Walter Smalls; Donald Trump Jr; Jacob Briggs

Subject: Re: Revisions to County / Chicora Lease

[Quoted text hidden]

 **Exhibit A Plan Sheets of Leased Premises.pdf**
259K

00558

(no subject)

1 message

Jeremy Blackburn <jblackburn@titanatlas.com>

Tue, Jun 24, 2014 at 6:54 AM

To: Kurt Taylor <ktaylor@charlestoncounty.org>

Have not sent to anyone but you. You may want to send to Walt so he can review the Exhibits and references to building codes, standards, Construction Documents, etc.

Jeremy Blackburn
Chief Executive Officer
Titan Atlas Global LC
4280 Pace Street
North Charleston, SC 29405
Office: (843) 225-6230
Office Direct: (843) 225-6226
www.titanatlas.com

**CHICORA LIFE CENTER 6-24 COMPARE.doc**
261K

00559

Chicora Lease Final Clean 6-20-14

6 messages

Kurt Taylor <KTaylor@charlestoncounty.org>

Fri, Jun 20, 2014 at 5:57 PM

To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

Cc: Walter Smalls <WSmalls@charlestoncounty.org>, Kurt Taylor <KTaylor@charlestoncounty.org>

See attached for review and comment.

Kurt

 **Chicora Lease Final Clean 6-20-14.docx**
119K

Jeremy Blackburn <jblackburn@titanatlas.com>

Mon, Jun 23, 2014 at 11:37 AM

To: Jacob Briggs <jake@durbanolawfirm.com>

[Quoted text hidden]

 **Chicora Lease Final Clean 6-20-14.docx**
119K

Jacob Briggs <jake@durbanolawfirm.com>

Mon, Jun 23, 2014 at 12:04 PM

To: Jeremy Blackburn <jblackburn@titanatlas.com>

Cc: "Douglas M. Durbano" <doug@durbanolawfirm.com>

This compares to the document we were discussing late last week.

From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]**Sent:** Monday, June 23, 2014 9:37 AM**To:** Jacob Briggs**Subject:** Fwd: Chicora Lease Final Clean 6-20-14

See attached for review and comment.

00560

Kurt



CHICORA LIFE CENTER 6-23- Compare.docx
131K

Douglas M. Durbano <doug@durbanolawfirm.com>

Mon, Jun 23, 2014 at 6:27 PM

To: jake@durbanolawfirm.com

Cc: Jeremy Blackburn <jblackburn@titanatlas.com>, "Douglas M. Durbano" <doug@durbanolawfirm.com>

Jake, attached is the scan of my notes to the Lease and I have corrected the Square Footage based on our call with T. Also attached to the Lease are T's drawings with Sq Ft noted.

Also, the compare Word doc lease you sent this morning is attached.

Do your magic and send back to us ASAP.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jacob Briggs [mailto:jake@durbanolawfirm.com]

Sent: Monday, June 23, 2014 10:04 AM

To: Jeremy Blackburn

Cc: Douglas M. Durbano

Subject: RE: Chicora Lease Final Clean 6-20-14

[Quoted text hidden]

2 attachments



CHICORA LIFE CENTER 6-23- Compare.docx
131K



AR-M450_20140623_154031.pdf
1812K

00561

Jacob Briggs <jake@durbanolawfirm.com>

Mon, Jun 23, 2014 at 8:00 PM

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=146bb48f56de8a53...> 2/3

5/26/2015

Titan Atlas Global LC Mail - Chicora Lease Final Clean 6-20-14

To: "Douglas M. Durbano" <doug@durbanolawfirm.com>
Cc: Jeremy Blackburn <jblackburn@titanatlas.com>

See attached. I didn't take time to fix the table of contents yet.

[Quoted text hidden]

2 attachments



CHICORA LIFE CENTER 6-23-2014.docx
100K



CHICORA LIFE CENTER 6-23 COMPARE.doc
304K

Douglas M. Durbano <doug@durbanolawfirm.com>
To: Jacob Briggs <Jake@durbanolawfirm.com>
Cc: Jeremy Blackburn <jblackburn@titanatlas.com>

Mon, Jun 23, 2014 at 8:37 PM

Jeremy:

Jake appears to have captured the changes that we discussed and approved. Please forward to Kurt, Walt and whoever else you deem appropriate.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jacob Briggs [mailto:jake@durbanolawfirm.com]
Sent: Monday, June 23, 2014 6:01 PM

final docs

6 messages

Kurt Taylor <KTaylor@charlestoncounty.org>

Wed, Jun 18, 2014 at 1:19 PM

To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

Cc: Walter Smalls <WSmalls@charlestoncounty.org>, Kurt Taylor <KTaylor@charlestoncounty.org>

See attached clean and redline complete lease, and redline Exhibit B.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



3 attachments**CHICORA LIFE CENTER COUNTY 6-18-14 REVISED FINAL CLEAN.docx**
102K**CHICORA LIFE CENTER COUNTY 6-16-14 REVISED FINAL.docx**
106K

00563

Jeremy Blackburn <jblackburn@titanatlas.com>

Wed, Jun 18, 2014 at 1:23 PM

To: Jacob Briggs <jake@durbanolawfirm.com>, Brent Wilde <bwilde@antioncapital.com>

[Quoted text hidden]

3 attachments

 CHICORA LIFE CENTER COUNTY 6-18-14 REVISED FINAL CLEAN.docx
102K

 CHICORA LIFE CENTER COUNTY 6-16-14 REVISED FINAL.docx
106K

 EXHIBIT B 6-18-14.docx
51K

Jacob Briggs <jake@durbanolawfirm.com>

Wed, Jun 18, 2014 at 1:52 PM

To: Jeremy Blackburn <jblackburn@titanatlas.com>, Brent Wilde <bwilde@antioncapital.com>

This shows the changes he made to Exhibit B

From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]

Sent: Wednesday, June 18, 2014 11:24 AM

To: Jacob Briggs; Brent Wilde

Subject: Fwd: final docs

[Quoted text hidden]

 EXHIBIT B 6-18-14 COMPARE.docx
32K

Jacob Briggs <jake@durbanolawfirm.com>

Wed, Jun 18, 2014 at 2:07 PM

To: "Douglas M. Durban" <doug@durbanolawfirm.com>, Jeremy Blackburn <jblackburn@titanatlas.com>, Brent Wilde <bwilde@antioncapital.com>

Items I think Doug would find troubling below, with those most troubling in bold:

-deletion of signatures on Basic Lease Information

-paragraph 4 delay of CPI adjustment to July 1, 2016 instead of Jan. 1, 2016

-paragraph 5 addition of "reconditioning"

-paragraph 7 should be "in addition to Operating Expenses"

-the addition at the end of paragraph 20

-the addition to paragraph 54

-the addition of "if additional improvements are requested" at the end of the second paragraph in Exhibit

00564

B

I've copied Doug in case he happens upon data service.

Jacob D. Briggs

Attorney at Law

801-776-4111 Office

jake@durbanolawfirm.com

476 Heritage Blvd.#200, Layton, Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]
Sent: Wednesday, June 18, 2014 11:24 AM
To: Jacob Briggs; Brent Wilde
Subject: Fwd: final docs

----- Forwarded message -----

[Quoted text hidden]

[Quoted text hidden]

3 attachments

 **CHICORA LIFE CENTER COUNTY 6-18-14 REVISED FINAL CLEAN.docx**
102K

 **CHICORA LIFE CENTER COUNTY 6-16-14 REVISED FINAL.docx**
106K

 **EXHIBIT B 6-18-14.docx**
51K

Jeremy Blackburn <jblackburn@titanatlas.com>

Wed, Jun 18, 2014 at 6:25 PM

To: Jacob Briggs <jake@durbanolawfirm.com>

Cc: "Douglas M. Durban" <doug@durbanolawfirm.com>, Brent Wilde <bwilde@antioncapital.com>

MY COMMENTS IN CAPS

Items I think Doug would find troubling below, with those most troubling in bold:

00565

-deletion of signatures on Basic Lease Information--- THE LEASE IS STILL EXECUTED BY ALL PARTIES. THEY DIDN'T LIKE DUAL SIGNATURE AREAS.

-paragraph 4 delay of CPI adjustment to July 1, 2016 instead of Jan. 1, 2016- THIS MATCHES THEIR BUDGET AND OUR NOTIFICATION REQUIREMENT PERIOD.

-paragraph 5 addition of "reconditioning". ADDED THE WORD MAJOR TO MATCH LATER SECTION

-paragraph 7 should be "in addition to Operating Expenses"

-the addition at the end of paragraph 20- POINTED OUT THEY HAVE THESE OPTIONS UNDER COMMON LAW. SUGGESTED REMOVAL.

-the addition to paragraph 54- PROPOSED TO DELETE THEIR ADDITIONS. THE PARAGRAPH REFERENCING THE COURT CASE MAY OR MAY NOT APPLY TO ANY ACTION THEY TAKE BUT CITING IT HERE IS NOT APPROPRIATE.

-the addition of "if additional improvements are requested" at the end of the second paragraph in Exhibit B- WALT AGREED TO REMOVE

I ASKED WALT TO SET UP A MEETING WITH HIMSELF, JOE AND I FIRST THING IN THE MORNING. MY BELIEF IS THAT THIS WILL ALLEVIATE ANY KURT/JOE ISSUES AND LET IT BE FINALIZED. I WILL CONFERENCE JAKE ON HIS CELL PHONE DURING THIS MEETING. WALT INDICATED THAT CHAIRMAN PRYOR IS READY TO SIGN AS SOON AS JOE TELLS HIM IT IS OK.

Jacob Briggs <jake@durbanolawfirm.com>

To: jblackburn@titanatlas.com

Cc: doug@durbanolawfirm.com, bwilde@antioncapital.com

Wed, Jun 18, 2014 at 6:45 PM

Sounds good. My cell is 8017263549.

From my Android phone on T-Mobile. The first nationwide 4G network.

[Quoted text hidden]

00566

final docs

6 messages

Kurt Taylor <KTaylor@charlestoncounty.org>

Wed, Jun 18, 2014 at 1:19 PM

To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

Cc: Walter Smalls <WSmalls@charlestoncounty.org>, Kurt Taylor <KTaylor@charlestoncounty.org>

See attached clean and redline complete lease, and redline Exhibit B.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



3 attachments

CHICORA LIFE CENTER COUNTY 6-18-14 REVISED FINAL CLEAN.docx
102K



CHICORA LIFE CENTER COUNTY 6-16-14 REVISED FINAL.docx
106K

00567

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Jacob Briggs <jake@durbanolawfirm.com>, Brent Wilde <bwilde@antioncapital.com>

Wed, Jun 18, 2014 at 1:23 PM

[Quoted text hidden]

3 attachments

 CHICORA LIFE CENTER COUNTY 6-18-14 REVISED FINAL CLEAN.docx
102K

 CHICORA LIFE CENTER COUNTY 6-16-14 REVISED FINAL.docx
106K

 EXHIBIT B 6-18-14.docx
51K

Jacob Briggs <jake@durbanolawfirm.com>
To: Jeremy Blackburn <jblackburn@titanatlas.com>, Brent Wilde <bwilde@antioncapital.com>

Wed, Jun 18, 2014 at 1:52 PM

This shows the changes he made to Exhibit B

From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]
Sent: Wednesday, June 18, 2014 11:24 AM
To: Jacob Briggs; Brent Wilde
Subject: Fwd: final docs

[Quoted text hidden]

 EXHIBIT B 6-18-14 COMPARE.docx
32K

Jacob Briggs <jake@durbanolawfirm.com>
To: "Douglas M. Durban" <doug@durbanolawfirm.com>, Jeremy Blackburn <jblackburn@titanatlas.com>, Brent Wilde <bwilde@antioncapital.com>

Wed, Jun 18, 2014 at 2:07 PM

Items I think Doug would find troubling below, with those most troubling in bold:

- deletion of signatures on Basic Lease Information
- paragraph 4 delay of CPI adjustment to July 1, 2016 instead of Jan. 1, 2016
- paragraph 5 addition of "reconditioning"
- paragraph 7 should be "in addition to Operating Expenses"
- the addition at the end of paragraph 20
- the addition to paragraph 54
- the addition of "if additional improvements are requested" at the end of the second paragraph in Exhibit

00563

B

I've copied Doug in case he happens upon data service.

Jacob D. Briggs

Attorney at Law

801-776-4111 Office

jake@durbanolawfirm.com

476 Heritage Blvd.#200, Layton, Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]
Sent: Wednesday, June 18, 2014 11:24 AM
To: Jacob Briggs; Brent Wilde
Subject: Fwd: final docs

----- Forwarded message -----

[Quoted text hidden]

[Quoted text hidden]

3 attachments



CHICORA LIFE CENTER COUNTY 6-18-14 REVISED FINAL CLEAN.docx
102K



CHICORA LIFE CENTER COUNTY 6-16-14 REVISED FINAL.docx
106K



EXHIBIT B 6-18-14.docx
51K

Jeremy Blackburn <jblackburn@titanatlas.com>

Wed, Jun 18, 2014 at 6:25 PM

To: Jacob Briggs <jake@durbanolawfirm.com>

Cc: "Douglas M. Durban" <doug@durbanolawfirm.com>, Brent Wilde <bwilde@antioncapital.com>

MY COMMENTS IN CAPS

Items I think Doug would find troubling below, with those most troubling in bold:

-deletion of signatures on Basic Lease Information--- THE LEASE IS STILL EXECUTED BY ALL PARTIES. THEY DIDN'T LIKE DUAL SIGNATURE AREAS.

00569

-paragraph 4 delay of CPI adjustment to July 1, 2016 instead of Jan. 1, 2016- THIS MATCHES THEIR BUDGET AND OUR NOTIFICATION REQUIREMENT PERIOD.

-paragraph 5 addition of "reconditioning". ADDED THE WORD MAJOR TO MATCH LATER SECTION

-paragraph 7 should be "in addition to Operating Expenses"

-the addition at the end of paragraph 20- POINTED OUT THEY HAVE THESE OPTIONS UNDER COMMON LAW. SUGGESTED REMOVAL.

-the addition to paragraph 54- PROPOSED TO DELETE THEIR ADDITIONS. THE PARAGRAPH REFERENCING THE COURT CASE MAY OR MAY NOT APPLY TO ANY ACTION THEY TAKE BUT CITING IT HERE IS NOT APPROPRIATE.

-the addition of "if additional improvements are requested" at the end of the second paragraph in Exhibit B- WALT AGREED TO REMOVE

I ASKED WALT TO SET UP A MEETING WITH HIMSELF, JOE AND I FIRST THING IN THE MORNING. MY BELIEF IS THAT THIS WILL ALLEVIATE ANY KURT/JOE ISSUES AND LET IT BE FINALIZED. I WILL CONFERENCE JAKE ON HIS CELL PHONE DURING THIS MEETING. WALT INDICATED THAT CHAIRMAN PRYOR IS READY TO SIGN AS SOON AS JOE TELLS HIM IT IS OK.

Jacob Briggs <jake@durbanolawfirm.com>

To: jblackburn@titanatlas.com

Cc: doug@durbanolawfirm.com, bwilde@antioncapital.com

Wed, Jun 18, 2014 at 6:45 PM

Sounds good. My cell is 8017263549.

From my Android phone on T-Mobile. The first nationwide 4G network.

[Quoted text hidden]

00570

Financial Grntee & Eqpt. Break Down Ins.

11 messages

Douglas M. Durbano <doug@durbanolawfirm.com>

Thu, Jun 5, 2014 at 12:19 PM

To: jpearson@beehiveinsurance.com

Cc: Brent Wilde <bwilde@antioncapital.com>, Jeremy Blackburn <jblackburn@titanatlas.com>

Jace:

We are trying to get the Bank letter of credit posted with the Electric Company that guarantees our ability to pay the utilities. Apparently it was sent directly from Cache Valley Bank to the SCE&G in SC.

As soon as we get a copy I will forward it on to you.

Brent Wilde of my office is handling the matter so keep him in the loop.

Please let us know ASAP if a Financial Guarantee Bond & Equipment Break Down Ins is available and the approx. cost.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

Brent Wilde <bwilde@antioncapital.com>

Thu, Jun 5, 2014 at 12:32 PM

To: "Douglas M. Durbano" <doug@durbanolawfirm.com>, jpearson@beehiveinsurance.com

Cc: Jeremy Blackburn <jblackburn@titanatlas.com>

Here is a copy of the letter of credit.

Thanks,

BRENT WILDE

Chief Financial Officer

00571



www.antioncapital.com

476 W Heritage Parkway Blvd.

Layton, Utah 84041

Office: 801-776-1111

Cell: 801-388-2670

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Thursday, June 05, 2014 10:19 AM
To: jpearson@beehiveinsurance.com
Cc: Brent Wilde; Jeremy Blackburn
Subject: Financial Grntee & Eqpt. Break Down Ins.

[Quoted text hidden]



This email is free from viruses and malware because avast! Antivirus protection is active.

 14CFB84D-04F1-41B7-A119-B95E1E54F99B.pdf.pdf
77K

Douglas M. Durbano <doug@durbanolawfirm.com>
To: Jeremy Blackburn <jblackburn@titanatlas.com>
Cc: Brent Wilde <bwilde@antioncapital.com>

Thu, Jun 5, 2014 at 2:29 PM

fyi

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

00572

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=1466cd3906907ed...> 2/25

R. Appeal632

From: Jace D. Pearson [mailto:jpearson@beehiveinsurance.com]
Sent: Thursday, June 05, 2014 12:15 PM
To: doug@durbanolawfirm.com
Cc: bwilde@antioncapital.com
Subject: RE: Financial Grntee & Eqpt. Break Down Ins.

Doug:

I'll bottom-line it first: I can produce the bond prototype, and if it is approved by your lessee, issue it today. I can also bind today coverage for Equipment Breakdown insurance, once everyone's satisfied with premiums, coverage terms, etc. Now, here's the rest of the story.

I've looked into several bond forms that could be modified to your present situation. I've attached a sample Financial Guarantee bond, but I'm making some changes to it to more fit the situation. However, I wanted to run an idea past you that could potentially save you time and money.

We frequently add an additional protected party to our Performance and Payment bonds, with that additional party being the lender involved in the construction loan. We call it a "dual-obligee". There is no additional charge when we add this item. I'm wondering if your letter of credit could be modified to do the same thing. Possibly your bank could add the governmental entity as an additional "beneficiary" on the ILOC. The ILOC is already guaranteeing to the utility company that you'll pay the utility bill, so there's no additional exposure, as I see it, to add the governmental entity since they're the source of the funds anyway.

With the bonding option, there are some basic obligations you'll need to be aware of:

- 1) The company, (presumably Durban Properties), will be required to guarantee the obligation, and
- 2) Any individual owning more than 10% of the company will be required to *individually* guarantee the obligation
- 3) I'll need a balance sheet on the company (presumably Durban Properties)

I'm still, of course, pursuing the bond, and I'll need some basic information:

- 1) I'm assuming Durban Properties, L.C. will be the "principal" (guaranteeing party) shown on the bond
- 2) I'll need the name of the governmental entity (the "obligee, or protected party")

00573

3) I need the "penalty" (the dollar amount of the bond). I'm using the \$121,000 in my discussions with underwriters; if it's different, let me know.

I've attached a 3-page brochure from C N A Insurance outlining the coverage for Equipment Breakdown insurance. It essentially covers loss or damage to specified machinery and/or equipment caused by an accident and can include non-direct expenses such as loss of rents, loss of profits, loss of income to dependent properties. The limits of insurance can range significantly depending on what types of equipment are included. I think air conditioning equipment is the one you'd focus on. I can address this in much more detail later if there's a continued interest.

Costs:

The Standard rate for financial guarantee bonds is 2.5% of the bond penalty. So, if the governmental entity wants a \$121,000 bond, the annual cost is \$3,025. However, I'm looking to negotiate the "collateralized" rate, since you already have a guarantee in place for the utility. That rate is 1% of the penalty, or \$1,210 in this case.

The cost for Equipment Breakdown coverage is around .10 cents per \$100,000 of limits. So, a \$100,000 limit would cost \$100; a \$1,000,000 limit would be \$1,000 annually.

As I mentioned, I'll work on the forms and discuss with underwriters. Let me know if you can work something out with your bank on the ILOC option.

I'll be in touch....

Jace Pearson

Beehive Insurance Agency

302 West 5400 South Suite 101

Murray, UT 84107

Office Direct: 801-685-6857

Fax: 801-685-2899

Cell: 801-231-4526

jpearson@beehiveinsurance.com

00574



Enrolling Utah

Questions about healthcare? Visit EnrollingUtah.com for answers!

From: Brent Wilde [mailto:bwilde@antioncapital.com]
Sent: Thursday, June 05, 2014 10:32 AM
To: 'Douglas M. Durbano'; Jace D. Pearson
Cc: 'Jeremy Blackburn'
Subject: RE: Financial Grantee & Eqpt. Break Down Ins.

[Quoted text hidden]

This email is free from viruses and malware because avast! Antivirus protection is active.

2 attachments

-  PropKitEquipBrkdn_CNA.pdf
424K
-  Financial Guarantee Bond.pdf
21K

Brent Wilde <bwilde@antioncapital.com>
To: Jeremy Blackburn <jblackburn@titanatlas.com>

Tue, Jun 17, 2014 at 12:03 PM

Thanks,

BRENT WILDE

Chief Financial Officer

00575



www.antioncapital.com

476 W Heritage Parkway Blvd.

Layton, Utah 84041

Office: 801-776-1111

Cell: 801-388-2670

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Thursday, June 05, 2014 12:29 PM
To: Jeremy Blackburn
Cc: Brent Wilde
Subject: FW: Financial Grntee & Eqpt. Break Down Ins.

[Quoted text hidden]



This email is free from viruses and malware because avast! Antivirus protection is active.

2 attachments

 PropKitEquipBrkdn_CNA.pdf
424K

 Financial Guarantee Bond.pdf
21K

Brent Wilde <bwilde@antioncapital.com>
To: Jeremy Blackburn <jblackburn@titanatlas.com>
Cc: doug@durbanolawfirm.com

Wed, Jun 18, 2014 at 12:59 PM

Jeremy here is a sample copy of the policy.

Thanks,

BRENT WILDE

00576

Chief Financial Officer



www.antioncapital.com

476 W Heritage Parkway Blvd.

Layton, Utah 84041

Office: 801-776-1111

Cell: 801-388-2670

From: Jace D. Pearson [mailto:jpearson@beehiveinsurance.com]

Sent: Wednesday, June 18, 2014 10:37 AM

To: Brent Wilde

Subject: RE: Financial Grantee & Eqpt. Break Down Ins.

Brent:

I've attached a sample policy form from Hartford Steam Boiler, one of several available markets. I'm sorry for the delay; I take responsibility for not impressing upon

my assistant the urgency of the matter. I was in a seminar all day.

Please call me with any questions.

Thanks.

Jace Pearson

Beehive Insurance Agency

302 West 5400 South Suite 101

Murray, UT 84107

00577

Office Direct: 801-685-6857

Fax: 801-685-2899

Cell: 801-231-4526

jpearson@beehiveinsurance.com



Enrolling Utah

*Questions about healthcare? Visit **EnrollingUtah.com** for answers!*

From: Brent Wilde [mailto:bwilde@antioncapital.com]

Sent: Tuesday, June 17, 2014 12:38 PM

To: Jace D. Pearson; doug@durbanolawfirm.com

Subject: RE: Financial Grantee & Eqpt. Break Down Ins.

Jace, I left you a voice message and though I make sure you have my email address. we trying to get a copy of the policy for our perspective tenant to review ASAP. Any help would be greatly appreciated.

Thanks,

BRENT WILDE

Chief Financial Officer



www.antioncapital.com

476 W Heritage Parkway Blvd.

Layton, Utah 84041

Office: 801-776-1111

07573

Cell: 801-388-2670

From: Jace D. Pearson [mailto:jpearson@beehiveinsurance.com]

[Quoted text hidden]

[Quoted text hidden]

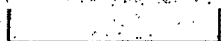
From: Brent Wilde [mailto:bwilde@antioncapital.com]

[Quoted text hidden]

Subject: RE: Financial Grantee & Eqpt. Break Down Ins.

[Quoted text hidden]

This email is free from viruses and malware because avast! Antivirus protection is active.



This email is free from viruses and malware because avast! Antivirus protection is active.



This email is free from viruses and malware because avast! Antivirus protection is active.



EquipmentBreakdownCoverageForm-HSB.pdf
129K

Brent Wilde <bwilde@antioncapital.com>
To: Jeremy Blackburn <jblackburn@titanatlas.com>

Wed, Jun 18, 2014 at 1:08 PM

00573

Jeremy, Jace confirmed the rate see below.

Thanks,

BRENT WILDE

Chief Financial Officer



www.antioncapital.com

476 W Heritage Parkway Blvd.

Layton, Utah 84041

Office: 801-776-1111

Cell: 801-388-2670

From: Jace D. Pearson [mailto:jpearson@beehiveinsurance.com]
Sent: Wednesday, June 18, 2014 11:04 AM
To: Brent Wilde
Subject: RE: Financial Grntee & Eqpt. Break Down Ins.

Yes.

Jace Pearson

Beehive Insurance Agency

302 West 5400 South Suite 101

Murray, UT 84107

Office Direct: 801-685-6857

Fax: 801-685-2899

Cell: 801-231-4526

jpearson@beehiveinsurance.com

00580



Enrolling Utah

Questions about healthcare? Visit EnrollingUtah.com for answers!

From: Brent Wilde [mailto:bwilde@antioncapital.com]
Sent: Wednesday, June 18, 2014 11:00 AM
To: Jace D. Pearson
Subject: RE: Financial Grantee & Eqpt. Break Down Ins.

Jace just to confirm on the equipment break down Ins. The cost of the coverage was approximately \$1,000 per \$1,000,000 in coverage annually.

Thanks,

BRENT WILDE

Chief Financial Officer



www.antioncapital.com

476 W Heritage Parkway Blvd.

Layton, Utah 84041

Office: 801-776-1111

Cell: 801-388-2670

From: Jace D. Pearson [mailto:jpearson@beehiveinsurance.com]
Sent: Wednesday, June 18, 2014 10:37 AM
To: Brent Wilde

00581

Subject: RE: Financial Grantee & Eqpt. Break Down Ins.

Brent:

I've attached a sample policy form from Hartford Steam Boiler, one of several available markets. I'm sorry for the delay; I take responsibility for not impressing upon

my assistant the urgency of the matter. I was in a seminar all day.

Please call me with any questions.

Thanks.

Jace Pearson

Beehive Insurance Agency

302 West 5400 South Suite 101

Murray, UT 84107

Office Direct: 801-685-6857

Fax: 801-685-2899

Cell: 801-231-4526

jpearson@beehiveinsurance.com



Enrolling Utah

Questions about healthcare? Visit **EnrollingUtah.com** for answers!

00582

From: Brent Wilde [mailto:bwilde@antioncapital.com]

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=1466cd3906907e...> 12/25

R. Appeal642

Sent: Tuesday, June 17, 2014 12:38 PM
To: Jace D. Pearson; doug@durbanolawfirm.com
Subject: RE: Financial Grntee & Eqpt. Break Down Ins.

Jace, I left you a voice message and though I make sure you have my email address. we trying to get a copy of the policy for our perspective tenant to review ASAP. Any help would be greatly appreciated.

Thanks,

BRENT WILDE

Chief Financial Officer



www.antioncapital.com

476 W Heritage Parkway Blvd.

Layton, Utah 84041

Office: 801-776-1111

Cell: 801-388-2670

From: Jace D. Pearson [mailto:jpearson@beehiveinsurance.com]

[Quoted text hidden]

[Quoted text hidden]

From: Brent Wilde [mailto:bwilde@antioncapital.com]

[Quoted text hidden]

Subject: RE: Financial Grntee & Eqpt. Break Down Ins.

[Quoted text hidden]

This email is free from viruses and malware because avast! Antivirus protection is active.

00593

This email is free from viruses and malware because avast! Antivirus protection is active.

[REDACTED]

This email is free from viruses and malware because avast! Antivirus protection is active.

[REDACTED]



This email is free from viruses and malware because avast! Antivirus protection is active.

Jeremy Blackburn <jblackburn@titanatlas.com>

Wed, Jun 18, 2014 at 1:08 PM

To: Kurt Taylor <ktaylor@charlestoncounty.org>, "Walter L. Smalls" <wsmalls@charlestoncounty.org>

Equipment Breakdown Policy

Jeremy Blackburn
Chief Executive Officer
Titan Atlas Global LLC
4280 Pace Street
North-Charleston, SC 29405
Office: (843) 225-6230
Office Direct: (843) 225-6226
www.titanatlas.com

----- Forwarded message -----

From: Brent Wilde <bwilde@antioncapital.com>

Date: Wed, Jun 18, 2014 at 12:59 PM

00584

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=1466cd3906907e...> 14/25

Subject: FW: Financial Grntee & Eqpt. Break Down Ins.
To: Jeremy Blackburn <jblackburn@titanatlas.com>
Cc: doug@durbanolawfirm.com

Jeremy here is a sample copy of the policy.

Thanks,

BRENT WILDE

Chief Financial Officer

 EquipmentBreakdownCoverageForm-HSB.pdf
129K

Jeremy Blackburn <jblackburn@titanatlas.com> Wed, Jun 18, 2014 at 1:11 PM
To: Kurt Taylor <ktaylor@charlestoncounty.org>, "Walter L. Smalls" <wsmalls@charlestoncounty.org>

Rate Confirmed for Equipment Coverage

Jeremy Blackburn
Chief Executive Officer
Titan Atlas Global LC
4280 Pace Street
North Charleston, SC 29405
Office: (843) 225-6230
Office Direct: (843) 225-6226
www.titanatlas.com

----- Forwarded message -----

From: Brent Wilde <bwilde@antioncapital.com>
Date: Wed, Jun 18, 2014 at 1:08 PM
Subject: FW: Financial Grntee & Eqpt. Break Down Ins.
To: Jeremy Blackburn <jblackburn@titanatlas.com>

Jeremy, Jace confirmed the rate see below.

Thanks,

BRENT WILDE

Chief Financial Officer

00585

476 W Heritage Parkway Blvd.

Layton, Utah 84041

Office: 801-776-1111

Cell: 801-388-2670

From: Jace D. Pearson [mailto:jpearson@beehiveinsurance.com]

Sent: Wednesday, June 18, 2014 11:04 AM

To: Brent Wilde

Subject: RE: Financial Grntee & Eqpt. Break Down Ins.

Yes.

Jace Pearson

Beehive Insurance Agency

302 West 5400 South Suite 101

Murray, UT 84107

Office Direct: 801-685-6857

Fax: 801-685-2899

Cell: 801-231-4526

jpearson@beehiveinsurance.com

From: Brent Wilde [mailto:bwilde@antioncapital.com]

Sent: Wednesday, June 18, 2014 11:00 AM

To: Jace D. Pearson

Subject: RE: Financial Grntee & Eqpt. Break Down Ins.

Jace just to confirm on the equipment break down Ins. The cost of the coverage was approximately \$1,000 per \$1,000,000 in coverage annually.

00586

Thanks,

BRENT WILDE -

Chief Financial Officer

Cell: 801-388-2670

Douglas M. Durbano <doug@durbanolawfirm.com>

Thu, Jul 3, 2014 at 5:59 PM

To: Brent Wilde <bwilde@antioncapital.com>, Jeremy Blackburn <jblackburn@titanatlas.com>

FYI

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jace D. Pearson [mailto:jpearson@beehiveinsurance.com]

Sent: Thursday, July 03, 2014 2:44 PM

To: Douglas M. Durbano

Subject: RE: Financial Grantee & Eqpt. Break Down Ins.

Doug:

OK, great.

00587.

The rate is .10 per \$100 of insured values. I suggest we move forward on a formal quote with the premium based on a \$1,000,000 limit and request the following coverages:

- Direct Damage to
 - Electrical Devices
 - Air Conditioning & Refrigeration Equipment
 - Computers and Communications
 - Mechanical
- Indirect Expenses, Including:
 - Lost Business Income
 - Contingent Business Income
 - Extra Expense
 - Service Interruption

Please provide me with:

1. The proposed Named Insured on the policy, including the mailing address.
2. The location address of the Subject Property.

I've attached some additional information on Equipment Breakdown, if you didn't already have enough.

Thanks, and please call me with questions.

Jace Pearson

Beehive Insurance Agency

00588

302 West 5400 South Suite 101

Murray, UT 84107

Office Direct: 801-685-6857

Fax: 801-685-2899

Cell: 801-231-4526

jpearson@beehiveinsurance.com



Enrolling Utah

Questions about healthcare? Visit **EnrollingUtah.com** for answers!

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]

Sent: Thursday, July 03, 2014 12:53 PM

To: Jace D. Pearson

Cc: bwilde@antioncapital.com; Jeremy Blackburn

Subject: RE: Financial Grantee & Eqpt. Break Down Ins.

Jace:

We have finalized a lease with the County and they have abandoned the Bond idea.

But, they really want us to get the Equipment Breakdown insurance you referenced below. Can you stir this up and let's make it a real quote, we of course are planning on seeing .10 per \$100K or \$1,000 per \$1M but wanted to firm it up so they can get it into their budget.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

00589

<https://mail.google.com/mail/wO/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=1466cd3906907e...> 19/25

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jace D. Pearson [mailto:jpearson@beehiveinsurance.com]
Sent: Thursday, June 05, 2014 12:15 PM
To: doug@durbanolawfirm.com
Cc: bwilde@antioncapital.com
Subject: RE: Financial Grntee & Eqpt. Break Down Ins.

Doug:

I'll bottom-line it first: I can produce the bond prototype, and if it is approved by your lessee, issue it today. I can also bind today coverage for Equipment Breakdown insurance, once everyone's satisfied with premiums, coverage terms, etc. Now, here's the rest of the story.

I've looked into several bond forms that could be modified to your present situation. I've attached a sample Financial Guarantee bond, but I'm making some changes to it to more fit the situation. However, I wanted to run an idea past you that could potentially save you time and money.

We frequently add an additional protected party to our Performance and Payment bonds, with that additional party being the lender involved in the construction loan. We call it a "dual-obligee". There is no additional charge when we add this item. I'm wondering if your letter of credit could be modified to do the same thing. Possibly your bank could add the governmental entity as an additional "beneficiary" on the ILOC. The ILOC is already guaranteeing to the utility company that you'll pay the utility bill, so there's no additional exposure, as I see it, to add the governmental entity since they're the source of the funds anyway.

With the bonding option, there are some basic obligations you'll need to be aware of:

- 1) The company, (presumably Durban Properties), will be required to guarantee the obligation, and
- 2) Any individual owning more than 10% of the company will be required to *individually* guarantee the obligation
- 3) I'll need a balance sheet on the company (presumably Durban Properties)

I'm still, of course, pursuing the bond, and I'll need some basic information:

00590

- 1) I'm assuming Durban Properties, L.C. will be the "principal" (guaranteeing party) shown on the bond

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=1466cd3906907e...> 20/25

2) I need the name of the governmental entity (the "obligee, or protected party)

3) I need the "penalty" (the dollar amount of the bond). I'm using the \$121,000 in my discussions with underwriters; if it's different, let me know.

I've attached a 3-page brochure from CNA Insurance outlining the coverage for Equipment Breakdown insurance. It essentially covers loss or damage to specified machinery and/or equipment caused by an accident and can include non-direct expenses such as loss of rents, loss of profits, loss of income to dependent properties. The limits of insurance can range significantly depending on what types of equipment are included. I think air conditioning equipment is the one you'd focus on. I can address this in much more detail later if there's a continued interest.

Costs:

The Standard rate for financial guarantee bonds is 2.5% of the bond penalty. So, if the governmental entity wants a \$121,000 bond, the annual cost is \$3,025. However, I'm looking to negotiate the "collateralized" rate, since you already have a guarantee in place for the utility. That rate is 1% of the penalty, or \$1,210 in this case.

The cost for Equipment Breakdown coverage is around .10 cents per \$100,000 of limits. So, a \$100,000 limit would cost \$100; a \$1,000,000 limit would be \$1,000 annually.

As I mentioned, I'll work on the forms and discuss with underwriters. Let me know if you can work something out with your bank on the ILOC option.

I'll be in touch....

Jace Pearson

Beehive Insurance Agency

302 West 5400 South Suite 101

Murray, UT 84107

Office Direct: 801-685-6857

Fax: 801-685-2899

Cell: 801-231-4526

0059



Enrolling Utah

Questions about healthcare? Visit **EnrollingUtah.com** for answers!

From: Brent Wilde [mailto:bwilde@antioncapital.com]
Sent: Thursday, June 05, 2014 10:32 AM
To: 'Douglas M. Durbano'; Jace D. Pearson
Cc: 'Jeremy Blackburn'
Subject: RE: Financial Grntee & Eqpt. Break Down Ins.

[Quoted text hidden]

This email is free from viruses and malware because avast! Antivirus protection is active.



 **Equipment Breakdown Insurance.docx**
51K

Jeremy Blackburn <jblackburn@titanatlas.com>
To: "Douglas M. Durbano" <doug@durbanolawfirm.com>
Cc: Brent Wilde <bwilde@antioncapital.com>

Thu, Jul 3, 2014 at 6:49 PM

So it is \$1000.....

Jeremy Blackburn
Chief Executive Officer
Titan Atlas Global LC
4280 Pace Street
North Charleston, SC 29405
Office: (843) 225-6230
Office Direct: (843) 225-6226

00592

[Quoted text hidden]

Douglas M. Durbano <doug@durbanolawfirm.com>
To: Jeremy Blackburn <jblackburn@titanatlas.com>
Cc: Brent Wilde <bwilde@antioncapital.com>

Thu, Jul 3, 2014 at 6:53 PM

Yes.
We had it right.

Thanks Doug D.
801-776-4111
Sent via iPhone; excuse typo's.
[Quoted text hidden]

So it is \$1000.....

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

<image001.gif> <image002.png>

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

<image001.gif> <image002.png>

Questions about healthcare? Visit EnrollingUtah.com for answers!

From: Brent Wilde [mailto:bwilde@antioncapital.com]

Sent: Thursday, June 05, 2014 10:32 AM

To: 'Douglas M. Durbano'; Jace D. Pearson

Cc: 'Jeremy Blackburn'

Subject: RE: Financial Grntee & Eqpt. Break Down Ins.

Here is a copy of the letter of credit.

Thanks,

BRENT WILDE

00593

Chief Financial Officer

<image003.jpg>

www.antoncapital.com

476 W Heritage Parkway Blvd.

Layton, Utah 84041

Office: 801-776-1111

Cell: 801-388-2670

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]

Sent: Thursday, June 05, 2014 10:19 AM

To: jpearson@beehiveinsurance.com

Cc: Brent Wilde; Jeremy Blackburn

Subject: Financial Grantee & Eqpt. Break Down Ins.

Jace:

We are trying to get the Bank letter of credit posted with the Electric Company that guarantees our ability to pay the utilities. Apparently it was sent directly from Cache Valley Bank to the SCE&G in SC.

As soon as we get a copy I will forward it on to you.

Brent Wilde of my office is handling the matter so keep him in the loop.

Please let us know ASAP if a Financial Guarantee Bond & Equipment Break Down Ins is available and the approx. cost.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

<image004.jpg>

This email is free from viruses and malware because avast! Antivirus protection is active.

0059

00595

EXHIBIT B 6-18-14

1 message

Walter Smalls <WSmalls@charlestoncounty.org>

Wed, Jun 18, 2014 at 12:53 PM

To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>, Kurt Taylor
<KTaylor@charlestoncounty.org>

Attached are Exhibit "B" with the changes.



EXHIBIT B 6-18-14.docx
56K

00596



Jeremy Blackburn <jblackburn@titanatlas.com>

(no subject)

3 messages

Fri, Jun 13, 2014 at 11:27 AM

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Kurt Taylor <ktaylor@charlestoncounty.org>, "Walter L. Smalls" <wsmalls@charlestoncounty.org>

Here are the word versions of the final documents.

As Walt likes to say "Ball is in your court"

Jeremy

2 attachments

CHICORA LIFE CENTER COUNTY 6-11-14 FINAL (2).docx
97K

EXHIBIT B 6-12-14 Walts edits.docx
83K

Fri, Jun 13, 2014 at 11:45 AM

Kurt Taylor <KTaylor@charlestoncounty.org>
To: Jeremy Blackburn <jblackburn@titanatlas.com>, Walter Smalls <WSmalls@charlestoncounty.org>

Thanks.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org

00597



From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]
Sent: Friday, June 13, 2014 11:27 AM
To: Kurt Taylor; Walter Smalls
Subject:

Here are the word versions of the final documents.

As Walt likes to say "Ball is in your court"

Jeremy

Jeremy Blackburn <jblackburn@titanatlas.com> Wed, Jun 18, 2014 at 12:15 PM
To: Jacob Briggs <jake@durbanolawfirm.com>, Brent wilde <bwilde@antioncapital.com>

Jeremy Blackburn
Chief Executive Officer
Titan Atlas Global LC
4280 Pace Street
North Charleston, SC 29405
Office: (843) 225-6230
Office Direct: (843) 225-6226
www.titanatlas.com

[Quoted text hidden]

2 attachments

 CHICORA LIFE CENTER COUNTY 6-11-14 FINAL (2).docx
97K

 EXHIBIT B 6-12-14 Walts edits.docx
83K

00598

Equipment

2 messages

Jeremy Blackburn <jblackburn@titanatlas.com>

Tue, Jun 17, 2014 at 12:13 PM

To: Kurt Taylor <ktaylor@charlestoncounty.org>, "Walter L. Smalls" <wsmalls@charlestoncounty.org>

Will send the policy on the equipment as soon as I receive it

Kurt Taylor <KTaylor@charlestoncounty.org>

Tue, Jun 17, 2014 at 3:24 PM

To: Jeremy Blackburn <jblackburn@titanatlas.com>

The breakdown policy info was in what you sent. Do you mean the actual policy, or is it another policy?

W. Kurt Taylor, Esq.

Charleston County Administrator

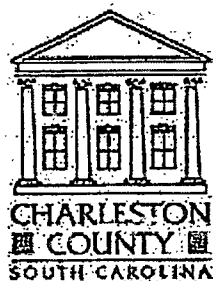
4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]

00599

Sent: Tuesday, June 17, 2014 12:13 PM

To: Kurt Taylor; Walter Smalls
Subject: Equipment

Will send the policy on the equipment as soon as I receive it

00600

5/26/2015

Titan Atlas Global LLC



Jeremy Blackburn <jblackburn@titanatlas.com>

(no subject)

1 message

Mon, Jun 16, 2014 at 2:47 PM

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Kurt Taylor <ktaylor@charlestoncounty.org>

Any update on lease?

Jeremy Blackburn

00601

...&view=nt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=146a6012534e939c... 1/1

R. Appeal662

CHICORA LIFE CENTER COUNTY 6-11-14 FINAL

5 messages

Kurt Taylor <KTaylor@charlestoncounty.org>

Thu, Jun 12, 2014 at 2:58 PM

To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>, Walter Smalls <WSmalls@charlestoncounty.org>

Needs to have Exhibit B completed.

**CHICORA LIFE CENTER COUNTY 6-11-14 FINAL.docx**
97K**Jeremy Blackburn** <jblackburn@titanatlas.com>

Thu, Jun 12, 2014 at 3:08 PM

To: Kurt Taylor <KTaylor@charlestoncounty.org>

Cc: Walter Smalls <WSmalls@charlestoncounty.org>

Thx

[Quoted text hidden]

Jeremy Blackburn <jblackburn@titanatlas.com>

Thu, Jun 12, 2014 at 4:03 PM

To: Jacob Briggs <jake@durbanolawfirm.com>

Cc: Douglas Durbano <doug@durbanolawfirm.com>

[Quoted text hidden]

**CHICORA LIFE CENTER COUNTY 6-11-14 FINAL.docx**
97K**Douglas M. Durbano** <doug@durbanolawfirm.com>

Thu, Jun 12, 2014 at 5:13 PM

To: Walter Smalls <WSmalls@charlestoncounty.org>

Cc: Jeremy Blackburn <jblackburn@titanatlas.com>, Kurt Taylor <KTaylor@charlestoncounty.org>, jake@durbanolawfirm.com

Walt:

Per our most recent discussions just a few minutes ago, Jake and I have modified the Exhibit B in accord with your requests. It would need you or Jeremy to attach the Projected Estimates of \$1.2M to the Exhibit B and then we think it would be in final form and ready for signing.

We also took a look at Kurt's recent edits and they are fine and have been included in the attached documents, which are both PDF and Word.

I think we may be ready to sign, once the Projected Budget is attached to Exhibit B. We would

recommend two originals be executed.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jacob Briggs [mailto:jake@durbanolawfirm.com]
Sent: Thursday, June 12, 2014 3:05 PM
To: Douglas M. Durbano
Subject: Re: CHICORA LIFE CENTER COUNTY 6-11-14 FINAL

On Thu, Jun 12, 2014 at 3:01 PM, Jacob Briggs <jake@durbanolawfirm.com> wrote:

Attached lease in word with Exhibit B, in pdf, and just Exhibit B in word.

[Quoted text hidden]

3 attachments

 CHICORA LIFE CENTER COUNTY 6-11-14 FINAL.docx
103K

 CHICORA LIFE CENTER COUNTY 6-11-14 FINAL.pdf
262K

 EXHIBIT B 6-12-14.docx
46K

Jeremy Blackburn <jblackburn@titanatlas.com>
To: "Walter L. Smalls" <wsmalls@charlestoncounty.org>

Thu, Jun 12, 2014 at 6:34 PM

[Quoted text hidden]

3 attachments

 CHICORA LIFE CENTER COUNTY 6-11-14 FINAL.docx
103K

00603

 CHICORA LIFE CENTER COUNTY 6-11-14 FINAL.pdf
262K

 EXHIBIT B 6-12-14.docx
46K

00604

FW: Exhibit B

3 messages

Douglas M. Durbano <doug@durbanolawfirm.com>
To: Jeremy Blackburn <jblackburn@titanatlas.com>

Wed, Jun 11, 2014 at 5:32 PM

Exhibit B, revised with redlined edits in word and as a ready to sign and attach PDF for attaching to the lease.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jacob Briggs [mailto:jake@durbanolawfirm.com]
Sent: Wednesday, June 11, 2014 3:24 PM
To: Douglas M. Durbano
Subject: Exhibit B

attached

2 attachments

 Exhibit B 6-11-14.pdf
271K

 EXHIBIT B Compare.docx
57K

Jeremy Blackburn <jblackburn@titanatlas.com>
To: "Walter L. Smalls" <wsmalls@charlestoncounty.org>

Thu, Jun 12, 2014 at 9:23 AM

Jeremy Blackburn
Chief Executive Officer

00605

Titan Atlas Global LC
4280 Pace Street
North Charleston, SC 29405
Office: (843) 225-6230
Office Direct: (843) 225-6226
www.titanatlas.com

[Quoted text hidden]

2 attachments

 **Exhibit B 6-11-14.pdf**
271K

 **EXHIBIT B Compare.docx**
57K

Walter Smalls <WSmalls@charlestoncounty.org> Thu, Jun 12, 2014 at 9:53 AM
To: Daniel Chandler <DChandler@charlestoncounty.org>, Bryan Whitley <BWhitley@charlestoncounty.org>, Donald
Giacomo <DGiacomo@charlestoncounty.org>
Cc: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>, Kurt Taylor
<KTaylor@charlestoncounty.org>

Dan/Bryan/Donnie,

Let's get together today to review. One of the things I am very concerned about is the proposed changes to the voice and data wording. I want to ensure the county can occupy and operate properly.

Walt

From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]
Sent: Thursday, June 12, 2014 9:23 AM
To: Walter Smalls
Subject: Fwd: FW: Exhibit B

[Quoted text hidden]

2 attachments

 **Exhibit B 6-11-14.pdf**
271K

 **EXHIBIT B Compare.docx**
57K

00606

Attached Image

6 messages

Titan Atlas Scanner <jblackburn@titanatlas.com> Tue, Jun 10, 2014 at 10:33 AM
To: Jeremy <jblackburn@titanatlas.com>, Douglas Durbano <doug@durbanolawfirm.com>, Brent Wilde
<bwilde@antioncapital.com>

 0691_001.pdf
121K

Titan Atlas Scanner <jblackburn@titanatlas.com> Tue, Jun 10, 2014 at 3:39 PM
To: Jeremy <jblackburn@titanatlas.com>, Douglas Durbano <doug@durbanolawfirm.com>

 0692_001.pdf
280K

Titan Atlas Scanner <jblackburn@titanatlas.com> Tue, Jun 10, 2014 at 3:42 PM
To: Jeremy <jblackburn@titanatlas.com>, Douglas Durbano <doug@durbanolawfirm.com>

 0693_001.pdf
611K

Douglas M. Durbano <doug@durbanolawfirm.com> Tue, Jun 10, 2014 at 3:45 PM
To: Jeremy Blackburn <jblackburn@titanatlas.com>
Cc: office@durbanolawfirm.com, Brent Wilde <bwilde@antioncapital.com>, jake@durbanolawfirm.com

Jeremy, here you go, the final lease without Walt's Exhibit B language. I suspect we need to rework some of that language and then attach it to the Lease.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

00607

From: Jacob Briggs [mailto:jake@durbanolawfirm.com]
Sent: Tuesday, June 10, 2014 1:27 PM
To: Douglas M. Durbano
Subject: RE: Attached Image

Attached. The cleared version should have a correct table of contents.

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Tuesday, June 10, 2014 12:55 PM
To: jake@durbanolawfirm.com
Subject: FW: Attached Image

Here are the lease changes. They are OK with me. Go ahead and make them.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Titan Atlas Scanner [mailto:jblackburn@titanatlas.com]
Sent: Tuesday, June 10, 2014 1:42 PM
To: Jeremy; Douglas Durbano
Subject: Attached Image

<<...>>

2 attachments

 **CHICORA LIFE CENTER COUNTY 6-10-14 v.2.docx**
102K

 **CHICORA LIFE CENTER COUNTY 6-10-14 v.2 clear.docx**
96K

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Kurt Taylor <ktaylor@charlestoncounty.org>
Cc: "Walter L. Smalls" <wsmalls@charlestoncounty.org>

Tue, Jun 10, 2014 at 4:34 PM

00608

<https://mail.google.com/mail/u/0/?ui=2&ik=463a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=14685fb0f1accce6&...> 2/3

Here is a clean and redline version of the lease. We have a couple of comments to Walt on Exhibit B that we will send shortly.

If the remainder of the lease is agreed we will produce two copies for signature and include the exhibits.

Jeremy Blackburn
Chief Executive Officer
Titan Atlas Global LC
4280 Pace Street
North Charleston, SC 29405
Office: (843) 225-6230
Office Direct: (843) 225-6226
www.titanatlas.com

[Quoted text hidden]

2 attachments

 CHICORA LIFE CENTER COUNTY 6-10-14 v.2.docx
102K

 CHICORA LIFE CENTER COUNTY 6-10-14 v.2 clear.docx
96K

Walter Smalls <WSmalls@charlestoncounty.org>

Thu, Jun 12, 2014 at 8:49 AM

To: Jeremy Blackburn <jblackburn@titanatlas.com>

Cc: Daniel Chandler <DChandler@charlestoncounty.org>, Bryan Whitley <BWhitley@charlestoncounty.org>

Jeremy,

Please send your comments on Exhibit B. Bryan is scheduling the finishes meetings with your folks!

Walt

From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]

Sent: Tuesday, June 10, 2014 4:34 PM

To: Kurt Taylor

Cc: Walter Smalls

Subject: Fwd: FW: Attached Image

[Quoted text hidden]

00609

Lease w/ Modifications from June 9th

2 messages

Douglas M. Durbano <doug@durbanolawfirm.com>
To: Jeremy Blackburn <jblackburn@titanatlas.com>
Cc: jake@durbanolawfirm.com

Tue, Jun 10, 2014 at 1:17 PM

Jeremy:

Attached is the modified lease language that came from your discussions yesterday. We hope that we have captured the concepts that you noted in the margins and explained to us. If not, please let us know.

We simply noted that Walt is finalizing the DEHC language on Exhibit B.

We did include the Equipment Breakdown Insurance coverage in the Lease and Exhibit C.

Take a look and let us know.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton UT. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

<<...>>



CHICORA LIFE CENTER COUNTY 6-10-14.docx
101K

Jeremy Blackburn <jblackburn@titanatlas.com>

Tue, Jun 10, 2014 at 1:20 PM

To: Kurt Taylor <ktaylor@charlestoncounty.org>, "Walter L. Smalls" <wsmalls@charlestoncounty.org>

Bcc: Douglas Durbano <doug@durbanolawfirm.com>

I have printed 3 copies and I am on my way over.

Jeremy Blackburn
Chief Executive Officer
Titan Atlas Global LC
4280 Pace Street
North Charleston, SC 29405
Office: (843) 225-6230
Office Direct: (843) 225-6226
www.titanatlas.com

00610

[Quoted text hidden]



CHICORA LIFE CENTER COUNTY 6-10-14.docx
101K

00611



Jeremy Blackburn <jblackburn@titanatlas.com>

Equipment Breakdown Insurance - Exhibit C

1 message

Douglas M. Durbano <doug@durbanolawfirm.com>

Tue, Jun 10, 2014 at 12:36 PM

To: Jeremy Blackburn <jblackburn@titanatlas.com>

Cc: Kurt Taylor <KTaylor@charlestoncounty.org>, Walter Smalls <WSmalls@charlestoncounty.org>, jake@durbanolawfirm.com

Jeremy: <<...>>

I have attached the CNA Equipment Breakdown Insurance that we have discussed.

Also, below you can read the pricing details from the Agent.

The Coverage is for all stated equipment but limited to the policy amounts. Pricing seems reasonable so I suggest that we increase the Coverage to capture the level of comfort that the County wants.

We would propose that Exhibit C include reference to this type insurance and that Landlord put such in place prior to Tenants occupancy.

Your further direction on this, after discussing with the County, would be appreciated.

I have copied Kurt and Walt.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

Doug:

I've attached a 3-page brochure from C N A Insurance outlining the coverage for Equipment Breakdown insurance. It essentially covers loss or damage to specified machinery and/or equipment caused by an accident and can include non-direct expenses such as loss of rents, loss of profits, loss of income to dependent properties. The limits of insurance can range significantly depending on what types of equipment are included. I think air conditioning equipment is the one you'd focus on. I can address this in much more detail later if there's a continued interest.

Costs:

The cost for Equipment Breakdown coverage is around .10 cents per \$100,000 of limits. So, a \$100,000 limit would cost \$100; a \$1,000,000 limit would be \$1,000 annually.

I'll be in touch....

Jace Pearson

00612

Beehive Insurance Agency

302 West 5400 South Suite 101

Murray, UT 84107

Office Direct: 801-685-6857

Fax: 801-685-2899

Cell: 801-231-4526

jpearson@beehiveinsurance.com



PropKitEquipBrkdn_CNA.PDF

424K

00613

Schedule

1 message

Douglas M. Durbano <doug@durbanolawfirm.com>
To: Jeremy Blackburn <jblackburn@titanatlas.com>
Cc: Taylor Kurt <KTaylor@charlestoncounty.org>

Sun, Jun 8, 2014 at 9:16 PM

Jeremy:

Just a reminder, I will be departing on a family vacation Wednesday after work to Lake Powell. As you know, there is no cell service Wi-Fi or other common electronic comforts there. I will be out of pocket for 10 days.

If we could finalize and sign the lease with the county prior to my departure I believe that would be beneficial for all so that we could keep on schedule for the tenant improvements and projected move-in dates.

I have obtained the information on bonds and warranties and forwarded them onto you.

Let me know what I can do to help.

I have copied Kurt.

Thanks Doug D.
801-776-4111

Sent via iPhone; excuse typo's.

00614

lease comments

12 messages

Kurt Taylor <KTaylor@charlestoncounty.org>

Fri, Apr 25, 2014 at 5:03 PM

To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

Jeremy, here are my comments from the last round of lease edits. Thanks very much to Doug for accommodating most of my requests. As we have discussed, I will now meet with my lawyers and there may be more edits. I hope not.

"Basic Lease Information" change the lease term to one 25 year term.

Remove the cap and floor on the CPI changes

We will not pay a deposit

We still need a clear order of precedence listing for all the documents.

"Lease"

Section 2, change the lease term to one 25 year term.

Near the end of section 4 delete the reference to 5%

At the end of Section 5, add a sentence saying "The Operating Expense shall be a fixed monthly amount for each lease year. The Amount for each following year will be sent in writing to the County no later than the end of January each year. Any nontraditional or heavy users of utilities, including but not limited to the grocery store, a data center, or a 24-hour operation must be separately metered, and will not be included in any costs borne by Tenant.

00615

At the end of Section 6, change the newly added sentence to read "Landlord is aware of the Tenant's intended uses for its various spaces, and shall not declare a nuisance arising from these operations."

Section 7(b) line seven, just before "ii", after the word "Tenant" add "as may be mutually agreed."

Delete the added language in Section 53. That is not correct, and I will not make those representations.

Exhibit B – end of second paragraph add "unless otherwise mutually agreed"

Fourth paragraph should read "The expectation of the parties is that all built-in furnishings and structured cable for the telephone and data infrastructure meeting Tenant's standards will be included in the Tenant Improvements. Tenant will be responsible for installing the telephone handsets and data network switches and routers."

Either delete the last sentence or add "If Landlord is unable to gain bank financing and does not complete the Tenant Improvements, All of Tenant's obligations under this lease will be immediately void. If Landlord fails to gain bank financing after Tenant has closed on the sale of its buildings which house most of the departments intended to relocate to the Premises, Landlord will be responsible for finding, equipping and paying for, at its sole expense, alternate space suitable to Tenant for all Tenant's uses. The parties recognize that it is a critical need to house these functions so that they continue to operate, and Landlord's failure to complete the Tenant Improvements will require the immediate location and completion of alternate location suitable to Tenant."

Exhibit C, remove the cap and floor in reference to the CPI.

Also, in fifth line from the top, change the word "Building" to "RSF"

I still think a set of rules and regulations that fit this type of building and the tenants which will be there would be better to draw up than the boilerplate in Exhibit D.

Thanks for your consideration.

00616

W. Kurt Taylor, Esq.

Charleston County Administrator

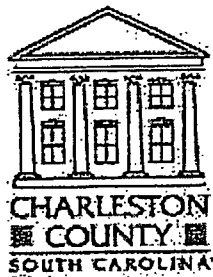
4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



Jeremy Blackburn <jblackburn@titanatlas.com>

To: Jacob Briggs <jake@durbanolawfirm.com>, Douglas Durbano <doug@durbanolawfirm.com>, Donald Trump <djtjr@trumporg.com>

Fri, Apr 25, 2014 at 5:06 PM

----- Forwarded message -----

From: "Kurt Taylor" <KTaylor@charlestoncounty.org>

Date: Apr 25, 2014 5:03 PM

Subject: lease comments

To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

Cc:

Jeremy, here are my comments from the last round of lease edits. Thanks very much to Doug for accommodating most of my requests. As we have discussed, I will now meet with my lawyers and there may be more edits. I hope not.

"Basic Lease Information" change the lease term to one 25 year term.

00617

Remove the cap and floor on the CPI changes

We will not pay a deposit

We still need a clear order of precedence listing for all the documents.

"Lease"

Section 2, change the lease term to one 25 year term.

Near the end of section 4 delete the reference to 5%

At the end of Section 5, add a sentence saying "The Operating Expense shall be a fixed monthly amount for each lease year. The Amount for each following year will be sent in writing to the County no later than the end of January each year. Any nontraditional or heavy users of utilities, including but not limited to the grocery store, a data center, or a 24-hour operation must be separately metered, and will not be included in any costs borne by Tenant.

At the end of Section 6, change the newly added sentence to read "Landlord is aware of the Tenant's intended uses for its various spaces, and shall not declare a nuisance arising from these operations.

Section 7(b) line seven, just before "ii", after the word "Tenant" add "as may be mutually agreed."

Delete the added language in Section 53. That is not correct, and I will not make those representations.

Exhibit B – end of second paragraph add "unless otherwise mutually agreed"

Fourth paragraph should read "The expectation of the parties is that all built-in furnishings and structured cable for the telephone and data infrastructure meeting Tenant's standards will be included in the Tenant Improvements. Tenant will be responsible for installing the telephone handsets and data network switches and routers."

Either delete the last sentence or add "If Landlord is unable to gain bank financing and does not complete the Tenant Improvements, All of Tenant's obligations under this lease will be immediately void. If Landlord fails to gain bank financing after Tenant has closed on the sale of its buildings which house most of the departments intended to relocate to the Premises, Landlord will be responsible for finding, equipping and paying for, at its sole expense, alternate space suitable to Tenant for all Tenant's uses. The parties recognize that it is a critical need to house these functions so that they continue to operate, and Landlord's failure to complete the Tenant Improvements will require the immediate location and completion of alternate location suitable to Tenant.

Exhibit C, remove the cap and floor in reference to the CPI.

Also, in fifth line from the top, change the word "Building" to "RSF"

I still think a set of rules and regulations that fit this type of building and the tenants which will be there would be better to draw up than the boilerplate in Exhibit D.

Thanks for your consideration.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org

00619



Jeremy Blackburn <jblackburn@titanatlas.com>
To: Kurt Taylor <KTaylor@charlestoncounty.org>

Fri, Apr 25, 2014 at 8:26 PM

Thank you.

On Apr 25, 2014 5:03 PM, "Kurt Taylor" <KTaylor@charlestoncounty.org> wrote:

Jeremy, here are my comments from the last round of lease edits. Thanks very much to Doug for accommodating most of my requests. As we have discussed, I will now meet with my lawyers and there may be more edits. I hope not.

"Basic Lease Information" change the lease term to one 25 year term.

Remove the cap and floor on the CPI changes

We will not pay a deposit

We still need a clear order of precedence listing for all the documents.

"Lease"

Section 2, change the lease term to one 25 year term.

Near the end of section 4 delete the reference to 5%

00620

3/26/2015

At the end of Section 5, add a sentence saying "The Operating Expense shall be a fixed monthly amount for each lease year. The Amount for each following year will be sent in writing to the County no later than the end of January each year. Any nontraditional or heavy users of utilities, including but not limited to the grocery store, a data center, or a 24-hour operation must be separately metered, and will not be included in any costs borne by Tenant."

At the end of Section 6, change the newly added sentence to read "Landlord is aware of the Tenant's intended uses for its various spaces, and shall not declare a nuisance arising from these operations."

Section 7(b) line seven, just before "ii", after the word "Tenant" add "as may be mutually agreed."

Delete the added language in Section 53. That is not correct, and I will not make those representations.

Exhibit B – end of second paragraph add "unless otherwise mutually agreed"

Fourth paragraph should read "The expectation of the parties is that all built-in furnishings and structured cable for the telephone and data infrastructure meeting Tenant's standards will be included in the Tenant Improvements. Tenant will be responsible for installing the telephone handsets and data network switches and routers."

Either delete the last sentence or add "If Landlord is unable to gain bank financing and does not complete the Tenant Improvements, All of Tenant's obligations under this lease will be immediately void. If Landlord fails to gain bank financing after Tenant has closed on the sale of its buildings which house most of the departments intended to relocate to the Premises, Landlord will be responsible for finding, equipping and paying for, at its sole expense, alternate space suitable to Tenant for all Tenant's uses. The parties recognize that it is a critical need to house these functions so that they continue to operate, and Landlord's failure to complete the Tenant Improvements will require the immediate location and completion of alternate location suitable to Tenant."

Exhibit C, remove the cap and floor in reference to the CPI.

Also, in fifth line from the top, change the word "Building" to "RSF"

I still think a set of rules and regulations that fit this type of building and the tenants which

will be there would be better to draw up than the boilerplate in Exhibit D.

Thanks for your consideration.

W. Kurt Taylor, Esq.
Charleston County Administrator
4045 Bridge View Drive, Suite B-238
North Charleston, SC 29405
843-958-4015
ktaylor@charlestoncounty.org
www.charlestoncounty.org



Douglas M. Durban <doug@durbanolawfirm.com>

Sat, Apr 26, 2014 at 2:55 PM

To: Kurt Taylor <KTaylor@charlestoncounty.org>, Walter Smalls <WSmalls@charlestoncounty.org>

Cc: Jeremy Blackburn <jblackburn@titanatlas.com>, jake@durbanolawfirm.com, Donald Trump Jr <djtjr@trumporg.com>

All:

Kurt's suggestions were fine, except two (see below).

We took all of Kurt's other suggestions/wording and incorporated them into the attached Lease and tracked all changes for easy review. We believe this should be the final document, ready for Council approval and signing.

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=1459ab38c776016...> 8/64

Would it be OK to ask that we get this Lease and deal approved and executed no later than April 30th?

Chicora is under some time deadlines that make it necessary that we get this done no later than April 30th. Of course on execution of the Lease we can then get started on the TI's to accommodate a quicker move in for the County.

The two suggestions that we could not accept:

1st. Deposit. Everyone is very comfortable that the County is AAA rated but the bank is requiring it for Chicora to get bank financing for the TI's. If we could either shift the cost of TI's to the County or eliminate the Non Appropriations clause, we could also eliminate the Deposit. We understand that neither of those can be done, so we must comply with the bank requirement of a deposit for TI's. Can't get out of it according to the bank, who blames it on the Regulators. Sorry.

2nd. Late Fee of 5%. Every lease has one and every financial contract that Chicora is obligated on has a one. This is standard operating procedure. We assume it will never be an issue.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

----- Forwarded message -----

From: "Kurt Taylor" <KTaylor@charlestoncounty.org>

Date: Apr 25, 2014 5:03 PM

Subject: lease comments

To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

Cc:

Jeremy, here are my comments from the last round of lease edits. Thanks very much to Doug for accommodating most of my requests. As we have discussed, I will now meet with my lawyers and there may be more edits. I hope not.

00623

"Basic Lease Information" change the lease term to one 25 year term.

Remove the cap and floor on the CPI changes

We will not pay a deposit

We still need a clear order of precedence listing for all the documents.

"Lease"

Section 2, change the lease term to one 25 year term.

Near the end of section 4 delete the reference to .5%

At the end of Section 5, add a sentence saying "The Operating Expense shall be a fixed monthly amount for each lease year. The Amount for each following year will be sent in writing to the County no later than the end of January each year. Any nontraditional or heavy users of utilities, including but not limited to the grocery store, a data center, or a 24-hour operation must be separately metered, and will not be included in any costs borne by Tenant."

At the end of Section 6, change the newly added sentence to read "Landlord is aware of the Tenant's intended uses for its various spaces, and shall not declare a nuisance arising from these operations."

Section 7(b) line seven, just before "ii", after the word "Tenant" add "as may be mutually agreed."

Delete the added language in Section 53. That is not correct, and I will not make those representations.

Exhibit B – end of second paragraph add "unless otherwise mutually agreed"

Fourth paragraph should read "The expectation of the parties is that all built-in furnishings and structured cable for the telephone and data infrastructure meeting Tenant's standards will be included in the Tenant Improvements. Tenant will be responsible for installing the telephone handsets and data network switches and routers."

Either delete the last sentence or add "If Landlord is unable to gain bank financing and does not complete the Tenant Improvements, All of Tenant's obligations under this lease will be immediately void. If Landlord fails to

gain bank financing after Tenant has closed on the sale of its buildings which house most of the departments intended to relocate to the Premises, Landlord will be responsible for finding, equipping and paying for, at its sole expense, alternate space suitable to Tenant for all Tenant's uses. The parties recognize that it is a critical need to house these functions so that they continue to operate, and Landlord's failure to complete the Tenant Improvements will require the immediate location and completion of alternate location suitable to Tenant.

Exhibit C, remove the cap and floor in reference to the CPI.

Also, in fifth line from the top, change the word "Building" to "RSF"

I still think a set of rules and regulations that fit this type of building and the tenants which will be there would be better to draw up than the boilerplate in Exhibit D.

Thanks for your consideration.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



00625

 Chicora Life Center lease with Charleston County Edits 4-26-14.docx

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=1459ab38c77601...> 11/64

Sun, Apr 27, 2014 at 11:53 PM

Kurt Taylor <KTaylor@charlestoncounty.org>

To: "Douglas M. Durbano" <doug@durbanolawfirm.com>, Walter Smalls <WSmalls@charlestoncounty.org>

Cc: Jeremy Blackburn <jblackburn@titanaatl.com>, "jake@durbanolawfirm.com" <jake@durbanolawfirm.com>, Donald Trump Jr <dtjr@trumporg.com>

Thanks. Understood on #2. Should have had a better lawyer on Chicora's contracts.

I don't see the deposit, help for 25 years, unless earlier terminated, on an obligation of the LL. LL ought to make the deposit if it some reg. The Charleston Regional Development Alliance' of which I am on the Finance and Executive Committees, just moved to class A lease space, and paid no deposit.

WKT

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: "Douglas M. Durbano"

Date: 04/26/2014 2:55 PM (GMT-05:00)

To: Kurt Taylor, Walter Smalls

Cc: Jeremy Blackburn, jake@durbanolawfirm.com, Donald Trump Jr

Subject: RE: lease comments

All:

Kurt's suggestions were fine, except two (see below).

We took all of Kurt's other suggestions/wording and incorporated them into the attached Lease and tracked all changes for easy review. We believe this should be the final document, ready for Council approval and signing.

Would it be OK to ask that we get this Lease and deal approved and executed no later than April 30th?

Chicora is under some time deadlines that make it necessary that we get this done no later than April 30th. Of course on execution of the Lease we can then get started on the TI's to accommodate a quicker move in for the County.

The two suggestions that we could not accept:

1st. Deposit. Everyone is very comfortable that the County is AAA rated but the bank is requiring it for Chicora to get bank financing for the TI's. If we could either shift the cost of TI's to the County or eliminate the Non Appropriations clause, we could also eliminate the Deposit. We understand that neither of those can be done, so we must comply with the bank requirement of a deposit for TI's. Can't get out of it according to the bank, who blames it on the Regulators. Sorry.

00626

2nd. Late Fee of 5%. Every lease has one and every financial contract that Chicora is obligated on has a one. This is standard operating procedure. We assume it will never be an issue.

Thanks

Douglas M. Durban

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

----- Forwarded message -----
From: "Kurt Taylor" <KTaylor@charlestoncounty.org>
Date: Apr 25, 2014 5:03 PM
Subject: lease comments
To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>
Cc:

Jeremy, here are my comments from the last round of lease edits. Thanks very much to Doug for accommodating most of my requests. As we have discussed, I will now meet with my lawyers and there may be more edits. I hope not.

"Basic Lease Information" change the lease term to one 25 year term.

Remove the cap and floor on the CPI changes

We will not pay a deposit

We still need a clear order of precedence listing for all the documents.

"Lease"

Section 2, change the lease term to one 25 year term.

00627

Near the end of section 4 delete the reference to 5%

At the end of Section 5, add a sentence saying "The Operating Expense shall be a fixed monthly amount for each lease year. The Amount for each following year will be sent in writing to the County no later than the end of January each year. Any nontraditional or heavy users of utilities, including but not limited to the grocery store, a data center, or a 24-hour operation must be separately metered, and will not be included in any costs borne by Tenant."

At the end of Section 6, change the newly added sentence to read "Landlord is aware of the Tenant's intended uses for its various spaces, and shall not declare a nuisance arising from these operations."

Section 7(b) line seven, just before "ii", after the word "Tenant" add "as may be mutually agreed."

Delete the added language in Section 53. That is not correct, and I will not make those representations.

Exhibit B – end of second paragraph add "unless otherwise mutually agreed"

Fourth paragraph should read "The expectation of the parties is that all built-in furnishings and structured cable for the telephone and data infrastructure meeting Tenant's standards will be included in the Tenant Improvements. Tenant will be responsible for installing the telephone handsets and data network switches and routers."

Either delete the last sentence or add "If Landlord is unable to gain bank financing and does not complete the Tenant Improvements, All of Tenant's obligations under this lease will be immediately void. If Landlord fails to gain bank financing after Tenant has closed on the sale of its buildings which house most of the departments intended to relocate to the Premises, Landlord will be responsible for finding, equipping and paying for, at its sole expense, alternate space suitable to Tenant for all Tenant's uses. The parties recognize that it is a critical need to house these functions so that they continue to operate, and Landlord's failure to complete the Tenant Improvements will require the immediate location and completion of alternate location suitable to Tenant."

Exhibit C, remove the cap and floor in reference to the CPI.

Also, in fifth line from the top, change the word "Building" to "RSF"

I still think a set of rules and regulations that fit this type of building and the tenants which will be there would be better to draw up than the boilerplate in Exhibit D.

Thanks for your consideration.

00628

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



Douglas M. Durbano <doug@durbanolawfirm.com>
To: Jeremy Blackburn <jblackburn@titanatlas.com>
Cc: jeremy@jeremyblackburn.com

Mon, Apr 28, 2014 at 5:34 PM

Attached is the final lease ready for signing. Use the PDF version.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

00629

From: Jacob Briggs [mailto:jake@durbanolawfirm.com]
Sent: Monday, April 28, 2014 3:33 PM
To: Douglas M. Durbano
Subject: FW: lease comments

Attached are the word and pdf versions of the same document as previously sent but with references to a security deposit removed and some formatting changes.

Thanks,

Jacob D. Briggs

Attorney at Law

801-776-4111 Office

jake@durbanolawfirm.com

476 Heritage Blvd.#200, Layton, Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Kurt Taylor [mailto:KTaylor@charlestoncounty.org]
Sent: Sunday, April 27, 2014 9:54 PM
To: Douglas M. Durbano; Walter Smalls
Cc: Jeremy Blackburn; jake@durbanolawfirm.com; Donald Trump Jr.
Subject: RE: lease comments

Thanks. Understood on #2. Should have had a better lawyer on Chicora's contracts.

I don't see the deposit, help for 25 years, unless earlier terminated, on an obligation of the LL. LL ought to make the deposit if it some reg. The Charleston Regional Development Alliance' of which I am on the Finance and Executive Committees, just moved to class A lease space, and paid no deposit.

WKT

00630

----- Original message -----

From: "Douglas M. Durbano"
Date: 04/26/2014 2:55 PM (GMT-05:00)
To: Kurt Taylor, Walter Smalls
Cc: Jeremy Blackburn, jake@durbanolawfirm.com, Donald Trump Jr
Subject: RE: lease comments

All:

Kurt's suggestions were fine, except two (see below).

We took all of Kurt's other suggestions/wording and incorporated them into the attached Lease and tracked all changes for easy review. We believe this should be the final document, ready for Council approval and signing.

Would it be OK to ask that we get this Lease and deal approved and executed no later than April 30th?

Chicora is under some time deadlines that make it necessary that we get this done no later than April 30th. Of course on execution of the Lease we can then get started on the TI's to accommodate a quicker move in for the County.

The two suggestions that we could not accept:

1st. Deposit. Everyone is very comfortable that the County is AAA rated but the bank is requiring it for Chicora to get bank financing for the TI's. If we could either shift the cost of TI's to the County or eliminate the Non Appropriations clause, we could also eliminate the Deposit. We understand that neither of those can be done, so we must comply with the bank requirement of a deposit for TI's. Can't get out of it according to the bank, who blames it on the Regulators. Sorry.

2nd. Late Fee of 5%. Every lease has one and every financial contract that Chicora is obligated on has a one. This is standard operating procedure. We assume it will never be an issue.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

00631

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&q=1459ab38c77601...> 17/64

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

----- Forwarded message -----

From: "Kurt Taylor" <KTaylor@charlestoncounty.org>

Date: Apr 25, 2014 5:03 PM

Subject: lease comments

To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

Cc:

Jeremy, here are my comments from the last round of lease edits. Thanks very much to Doug for accommodating most of my requests. As we have discussed, I will now meet with my lawyers and there may be more edits. I hope not.

"Basic Lease Information" change the lease term to one 25 year term.

Remove the cap and floor on the CPI changes

We will not pay a deposit

We still need a clear order of precedence listing for all the documents.

"Lease"

Section 2, change the lease term to one 25 year term.

Near the end of section 4 delete the reference to 5%

At the end of Section 5, add a sentence saying "The Operating Expense shall be a fixed monthly amount for each lease year. The Amount for each following year will be sent in writing to the County no later than the end of January each year. Any nontraditional or heavy users of utilities, including but not limited to the grocery store, a data center, or a 24-hour operation must be separately metered, and will not be included in any costs borne by Tenant.

At the end of Section 6, change the newly added sentence to read "Landlord is aware of the Tenant's intended uses for its various spaces, and shall not declare a nuisance arising from these operations.

Section 7(b) line seven, just before "ii", after the word "Tenant" add "as may be mutually agreed."

00632

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=1459ab38c77601...> 18/64

Delete the added language in Section 53. That is not correct, and I will not make those representations.

Exhibit B – end of second paragraph add “unless otherwise mutually agreed”

Fourth paragraph should read “The expectation of the parties is that all built-in furnishings and structured cable for the telephone and data infrastructure meeting Tenant’s standards will be included in the Tenant Improvements. Tenant will be responsible for installing the telephone handsets and data network switches and routers.”

Either delete the last sentence or add “If Landlord is unable to gain bank financing and does not complete the Tenant Improvements, All of Tenant’s obligations under this lease will be immediately void. If Landlord fails to gain bank financing after Tenant has closed on the sale of its buildings which house most of the departments intended to relocate to the Premises, Landlord will be responsible for finding, equipping and paying for, at its sole expense, alternate space suitable to Tenant for all Tenant’s uses. The parties recognize that it is a critical need to house these functions so that they continue to operate, and Landlord’s failure to complete the Tenant Improvements will require the immediate location and completion of alternate location suitable to Tenant.

Exhibit C, remove the cap and floor in reference to the CPI.

Also, in fifth line from the top, change the word “Building” to “RSF”

I still think a set of rules and regulations that fit this type of building and the tenants which will be there would be better to draw up than the boilerplate in Exhibit D.

Thanks for your consideration.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org

00633



2 attachments

 Chicora Life Center lease with Charleston County Edits 4-26-14 and removal of deposit.docx
97K

 Chicora Life Center lease with Charleston County Final.pdf
193K

jeremy@jeremyblackburn.com <jeremy@jeremyblackburn.com>
To: Jeremy Blackburn <jblackburn@titanatlas.com>

Tue, Apr 29, 2014 at 4:20 PM

Jeremy

From: jeremy@jeremyblackburn.com
Sent: Tuesday, April 29, 2014 4:19 PM
To: Kurt Taylor

Jeremy

From: doug@durbanolawfirm.com
Sent: Monday, April 28, 2014 5:34 PM
To: Jeremy Blackburn
Cc: jeremy@jeremyblackburn.com

Attached is the final lease ready for signing. Use the PDF version.

Thanks

00634

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jacob Briggs [mailto:jake@durbanolawfirm.com]
Sent: Monday, April 28, 2014 3:33 PM
To: Douglas M. Durbano
Subject: FW: lease comments

Attached are the word and pdf versions of the same document as previously sent but with references to a security deposit removed and some formatting changes.

Thanks,

Jacob D. Briggs

Attorney at Law

801-776-4111 Office

jake@durbanolawfirm.com

476 Heritage Blvd.#200, Layton, Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

00635

From: Kurt Taylor [mailto:KTaylor@charlestoncounty.org]
Sent: Sunday, April 27, 2014 9:54 PM
To: Douglas M. Durbano; Walter Smalls
Cc: Jeremy Blackburn; jake@durbanolawfirm.com; Donald Trump Jr
Subject: RE: lease comments

Thanks. Understood on #2. Should have had a better lawyer on Chicora's contracts.

I don't see the deposit, help for 25 years, unless earlier terminated, on an obligation of the LL. LL ought to make the deposit if it some reg. The Charleston Regional Development Alliance' of which I am on the Finance and Executive Committees, just moved to class A lease space, and paid no deposit.

WKT

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: "Douglas M. Durbano"
Date: 04/26/2014 2:55 PM (GMT-05:00)
To: Kurt Taylor ,Walter Smalls
Cc: Jeremy Blackburn ,jake@durbanolawfirm.com,Donald Trump Jr
Subject: RE: lease comments

All:

Kurt's suggestions were fine, except two (see below).

We took all of Kurt's other suggestions/wording and incorporated them into the attached Lease and tracked all changes for easy review. We believe this should be the final document, ready for Council approval and signing.

Would it be OK to ask that we get this Lease and deal approved and executed no later than April 30th?

00636

Chicora is under some time deadlines that make it necessary that we get this done no later than April 30th. Of course on execution of the Lease we can then get started on the TI's to accommodate a quicker move in for the County.

The two suggestions that we could not accept:

1st. Deposit. Everyone is very comfortable that the County is AAA rated but the bank is requiring it for Chicora to get bank financing for the TI's. If we could either shift the cost of TI's to the County or eliminate the Non Appropriations clause, we could also eliminate the Deposit. We understand that neither of those can be done, so we must comply with the bank requirement of a deposit for TI's. Can't get out of it according to the bank, who blames it on the Regulators. Sorry.

2nd. Late Fee of 5%. Every lease has one and every financial contract that Chicora is obligated on has a one. This is standard operating procedure. We assume it will never be an issue.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

----- Forwarded message -----

From: "Kurt Taylor" <KTaylor@charlestoncounty.org>

Date: Apr 25, 2014 5:03 PM

Subject: lease comments

To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

Cc:

Jeremy, here are my comments from the last round of lease edits. Thanks very much to Doug for accommodating most of my requests. As we have discussed, I will now meet with my lawyers and there may be more edits. I hope not.

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&q=true&search=query&th=1459ab38c77601...> 23/64

"Basic Lease Information" change the lease term to one 25 year term.

Remove the cap and floor on the CPI changes

We will not pay a deposit

We still need a clear order of precedence listing for all the documents.

"Lease"

Section 2, change the lease term to one 25 year term.

Near the end of section 4 delete the reference to 5%

At the end of Section 5, add a sentence saying "The Operating Expense shall be a fixed monthly amount for each lease year. The Amount for each following year will be sent in writing to the County no later than the end of January each year. Any nontraditional or heavy users of utilities, including but not limited to the grocery store, a data center, or a 24-hour operation must be separately metered, and will not be included in any costs borne by Tenant."

At the end of Section 6, change the newly added sentence to read "Landlord is aware of the Tenant's intended uses for its various spaces, and shall not declare a nuisance arising from these operations."

Section 7(b) line seven, just before "ii", after the word "Tenant" add "as may be mutually agreed."

Delete the added language in Section 53. That is not correct, and I will not make those

representations.

Exhibit B – end of second paragraph add “unless otherwise mutually agreed”

Fourth paragraph should read “The expectation of the parties is that all built-in furnishings and structured cable for the telephone and data infrastructure meeting Tenant’s standards will be included in the Tenant Improvements. Tenant will be responsible for installing the telephone handsets and data network switches and routers.”

Either delete the last sentence or add “If Landlord is unable to gain bank financing and does not complete the Tenant Improvements, All of Tenant’s obligations under this lease will be immediately void. If Landlord fails to gain bank financing after Tenant has closed on the sale of its buildings which house most of the departments intended to relocate to the Premises, Landlord will be responsible for finding, equipping and paying for, at its sole expense, alternate space suitable to Tenant for all Tenant’s uses. The parties recognize that it is a critical need to house these functions so that they continue to operate, and Landlord’s failure to complete the Tenant Improvements will require the immediate location and completion of alternate location suitable to Tenant.

Exhibit C, remove the cap and floor in reference to the CPI.

Also, in fifth line from the top, change the word “Building” to “RSF”

I still think a set of rules and regulations that fit this type of building and the tenants which will be there would be better to draw up than the boilerplate in Exhibit D.

Thanks for your consideration.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

00639

5/26/2015

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



2 attachments

 Chicora Life Center lease with Charleston County Edits 4-26-14 and removal of deposit.docx
97K

 Chicora Life Center lease with Charleston County Final.pdf
193K

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Kurt Taylor <ktaylor@charlestoncounty.org>

Tue, Apr 29, 2014 at 4:21 PM

Jeremy Blackburn

----- Forwarded message -----

From: <jeremy@jeremyblackburn.com>
Date: Tue, Apr 29, 2014 at 4:20 PM
Subject: Fw: lease comments
To: Jeremy Blackburn <jblackburn@titanatlas.com>

Jeremy

From: jeremy@jeremyblackburn.com
Sent: Tuesday, April 29, 2014 4:19 PM

00640

...&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=1459ab38c77601... 26/64

5/26/2015

To: Kurt Taylor

Jeremy

From: doug@durbanolawfirm.com
Sent: Monday, April 28, 2014 5:34 PM
To: Jeremy Blackburn
Cc: jeremy@jeremyblackburn.com

Attached is the final lease ready for signing. Use the PDF version.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jacob Briggs [mailto:jake@durbanolawfirm.com]

Sent: Monday, April 28, 2014 3:33 PM
To: Douglas M. Durbano
Subject: FW: lease comments

Attached are the word and pdf versions of the same document as previously sent but with references to a security deposit removed and some formatting changes.

Thanks,

00641

... (mailto:jeremyblackburn.com) ... 27/64

Jacob D. Briggs

Attorney at Law

801-776-4111 Office

jake@durbanolawfirm.com

476 Heritage Blvd.#200, Layton, Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Kurt Taylor [mailto:KTaylor@charlestoncounty.org]

Sent: Sunday, April 27, 2014 9:54 PM

To: Douglas M. Durbano; Walter Smalls

Cc: Jeremy Blackburn; jake@durbanolawfirm.com; Donald Trump Jr

Subject: RE: lease comments

Thanks. Understood on #2. Should have had a better lawyer on Chicora's contracts.

I don't see the deposit, help for 25 years, unless earlier terminated, on an obligation of the LL. LL ought to make the deposit if it some reg. The Charleston Regional Development Alliance' of which I am on the Finance and Executive Committees, just moved to class A lease space, and paid no deposit.

WKT

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: "Douglas M. Durbano"

00642

Date: 04/26/2014 2:55 PM (GMT-05:00)

To: Kurt Taylor ,Walter Smalls

Cc: Jeremy Blackburn ,jake@durbanolawfirm.com,Donald Trump Jr

Subject: RE: lease comments

All:

Kurt's suggestions were fine, except two (see below).

We took all of Kurt's other suggestions/wording and incorporated them into the attached Lease and tracked all changes for easy review. We believe this should be the final document, ready for Council approval and signing.

Would it be OK to ask that we get this Lease and deal approved and executed no later than April 30th?

Chicora is under some time deadlines that make it necessary that we get this done no later than April 30th. Of course on execution of the Lease we can then get started on the TI's to accommodate a quicker move in for the County.

The two suggestions that we could not accept:

1st. Deposit. Everyone is very comfortable that the County is AAA rated but the bank is requiring it for Chicora to get bank financing for the TI's. If we could either shift the cost of TI's to the County or eliminate the Non Appropriations clause, we could also eliminate the Deposit. We understand that neither of those can be done, so we must comply with the bank requirement of a deposit for TI's. Can't get out of it according to the bank, who blames it on the Regulators. Sorry.

2nd. Late Fee of 5%. Every lease has one and every financial contract that Chicora is obligated on has a one. This is standard operating procedure. We assume it will never be an issue.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

00643

doug@durbanolawfirm.com email

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=1459ab38c77601...> 29/64

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender. -

----- Forwarded message -----

From: "Kurt Taylor" <KTaylor@charlestoncounty.org>

Date: Apr 25, 2014 5:03 PM

Subject: lease comments

To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

Cc:

Jeremy, here are my comments from the last round of lease edits. Thanks very much to Doug for accommodating most of my requests. As we have discussed, I will now meet with my lawyers and there may be more edits. I hope not.

"Basic Lease Information" change the lease term to one 25 year term.

Remove the cap and floor on the CPI changes

We will not pay a deposit

We still need a clear order of precedence listing for all the documents.

"Lease"

Section 2, change the lease term to one 25 year term.

Near the end of section 4 delete the reference to 5%

At the end of Section 5, add a sentence saying "The Operating Expense shall be a fixed

monthly amount for each lease year. The Amount for each following year will be sent in writing to the County no later than the end of January each year. Any nontraditional or heavy users of utilities, including but not limited to the grocery store, a data center, or a 24-hour operation must be separately metered, and will not be included in any costs borne by Tenant.

At the end of Section 6, change the newly added sentence to read "Landlord is aware of the Tenant's intended uses for its various spaces, and shall not declare a nuisance arising from these operations."

Section 7(b) line seven, just before "ii", after the word "Tenant" add "as may be mutually agreed."

Delete the added language in Section 53. That is not correct, and I will not make those representations.

Exhibit B – end of second paragraph add "unless otherwise mutually agreed"

Fourth paragraph should read "The expectation of the parties is that all built-in furnishings and structured cable for the telephone and data infrastructure meeting Tenant's standards will be included in the Tenant Improvements. Tenant will be responsible for installing the telephone handsets and data network switches and routers."

Either delete the last sentence or add "If Landlord is unable to gain bank financing and does not complete the Tenant Improvements, All of Tenant's obligations under this lease will be immediately void. If Landlord fails to gain bank financing after Tenant has closed on the sale of its buildings which house most of the departments intended to relocate to the Premises, Landlord will be responsible for finding, equipping and paying for, at its sole expense, alternate space suitable to Tenant for all Tenant's uses. The parties recognize that it is a critical need to house these functions so that they continue to operate, and Landlord's failure to complete the Tenant Improvements will require the immediate location and completion of alternate location suitable to Tenant."

Exhibit C, remove the cap and floor in reference to the CPI.

Also, in fifth line from the top, change the word "Building" to "RSF"

00645

I still think a set of rules and regulations that fit this type of building and the tenants which will be there would be better to draw up than the boilerplate in Exhibit D.

Thanks for your consideration.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



2 attachments

 Chicora Life Center lease with Charleston County Edits 4-26-14 and removal of deposit.docx
97K

 Chicora Life Center lease with Charleston County Final.pdf
193K

00646

5/26/2015

Titan Atlas Global LLC Mail - lease comments

Tue, Apr 29, 2014 at 8:23 PM

Kurt Taylor <KTaylor@charlestoncounty.org>
To: Jeremy Blackburn <jblackburn@titanatlas.com>

Got it. Thanks.

From: Jeremy Blackburn [jblackburn@titanatlas.com]
Sent: Tuesday, April 29, 2014 4:21 PM
To: Kurt Taylor
Subject: Fwd: Fw: lease comments

Jeremy Blackburn

Forwarded message
From: <jeremy@jeremyblackburn.com<mailto:jeremy@jeremyblackburn.com>>
Date: Tue, Apr 29, 2014 at 4:20 PM
Subject: Fw: lease comments
To: Jeremy Blackburn <jblackburn@titanatlas.com<mailto:jblackburn@titanatlas.com>>

Jeremy

From: jeremy@jeremyblackburn.com<mailto:jeremy@jeremyblackburn.com>
Sent: Tuesday, April 29, 2014 4:19 PM
To: Kurt Taylor<mailto:ktaylor@charlestoncounty.org>

Jeremy

From: doug@durbanolawfirm.com<mailto:doug@durbanolawfirm.com>
Sent: Monday, April 28, 2014 5:34 PM
To: Jeremy Blackburn<mailto:jblackburn@titanatlas.com>
Cc: jeremy@jeremyblackburn.com<mailto:jeremy@jeremyblackburn.com>

Attached is the final lease ready for signing. Use the PDF version.

Thanks

Douglas M. Durban

Attorney at Law

801-776-4111<tel:801-776-4111>

doug@durbanolawfirm.com<mailto:doug@durbanolawfirm.com> email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jacob Briggs [mailto:jake@durbanolawfirm.com<mailto:jake@durbanolawfirm.com>]
Sent: Monday, April 28, 2014 3:33 PM
To: Douglas M. Durban
Subject: FW: lease comments

Attached are the word and pdf versions of the same document as previously sent but with references to a security deposit removed and some formatting changes.

Thanks,

Jacob D. Briggs

00647

...view&n=ktaylor%40charlestoncounty.org&q=1459ab38c77601... 33/6

Attorney at Law

801-776-4111<tel:801-776-4111> Office

jake@durbanolawfirm.com<mailto:jake@durbanolawfirm.com>

476 Heritage Blvd.#200, Layton, Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Kurt Taylor [mailto:KTaylor@charlestoncounty.org<mailto:KTaylor@charlestoncounty.org>]

Sent: Sunday, April 27, 2014 9:54 PM

To: Douglas M. Durban; Walter Smalls

Cc: Jeremy Blackburn; jake@durbanolawfirm.com<mailto:jake@durbanolawfirm.com>; Donald Trump Jr

Subject: RE: lease comments

Thanks. Understood on #2. Should have had a better lawyer on Chicora's contracts.

I don't see the deposit, help for 25 years, unless earlier terminated, on an obligation of the LL. LL ought to make the deposit if it some reg. The Charleston Regional Development Alliance' of which I am on the Finance and Executive Committees, just moved to class A lease space, and paid no deposit.

WKT

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: "Douglas M. Durban"

Date:04/26/2014 2:55 PM (GMT-05:00)

To: Kurt Taylor ,Walter Smalls

Cc: Jeremy Blackburn ,jake@durbanolawfirm.com<mailto:jake@durbanolawfirm.com>,Donald Trump Jr

Subject: RE: lease comments

All:

Kurt's suggestions were fine, except two (see below).

We took all of Kurt's other suggestions/wording and incorporated them into the attached Lease and tracked all changes for easy review. We believe this should be the final document, ready for Council approval and signing.

Would it be OK to ask that we get this Lease and deal approved and executed no later than April 30th?

Chicora is under some time deadlines that make it necessary that we get this done no later than April 30th. Of course on execution of the Lease we can then get started on the TI's to accommodate a quicker move in for the County.

The two suggestions that we could not accept:

1st. Deposit. Everyone is very comfortable that the County is AAA rated but the bank is requiring it for Chicora to get bank financing for the TI's . If we could either shift the cost of TI's to the County or eliminate the Non Appropriations clause, we could also eliminate the Deposit. We understand that neither of those can be done, so we must comply with the bank requirement of a deposit for TI's. Can't get out of it according to the bank, who blames it on the Regulators. Sorry.

2nd. Late Fee of 5%. Every lease has one and every financial contract that Chicora is obligated on has a one. This is standard operating procedure. We assume it will never be an issue.

Thanks

Douglas M. Durban

Attorney at Law

801-776-4111<tel:801-776-4111>

doug@durbanolawfirm.com<mailto:doug@durbanolawfirm.com> email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the

intended recipient, destroy the email and notify the sender.

----- Forwarded message -----

From: "Kurt Taylor" <KTaylor@charlestoncounty.org<mailto:KTaylor@charlestoncounty.org>>

Date: Apr 25, 2014 5:03 PM

Subject: lease comments

To: "Jeremy Blackburn (jblackburn@titanatlas.com<mailto:jblackburn@titanatlas.com>)"
<jblackburn@titanatlas.com<mailto:jblackburn@titanatlas.com>>

Cc:

Jeremy, here are my comments from the last round of lease edits. Thanks very much to Doug for accommodating most of my requests. As we have discussed, I will now meet with my lawyers and there may be more edits. I hope not.

"Basic Lease Information" change the lease term to one 25 year term.

Remove the cap and floor on the CPI changes

We will not pay a deposit

We still need a clear order of precedence listing for all the documents.

"Lease"

Section 2, change the lease term to one 25 year term.

Near the end of section 4 delete the reference to 5%

At the end of Section 5, add a sentence saying "The Operating Expense shall be a fixed monthly amount for each lease year. The Amount for each following year will be sent in writing to the County no later than the end of January each year. Any nontraditional or heavy users of utilities, including but not limited to the grocery store, a data center, or a 24-hour operation must be separately metered, and will not be included in any costs borne by Tenant."

At the end of Section 6, change the newly added sentence to read "Landlord is aware of the Tenant's intended uses for its various spaces, and shall not declare a nuisance arising from these operations."

Section 7(b) line seven, just before "ii", after the word "Tenant" add "as may be mutually agreed."

Delete the added language in Section 53. That is not correct, and I will not make those representations:

Exhibit B – end of second paragraph add "unless otherwise mutually agreed"

Fourth paragraph should read "The expectation of the parties is that all built-in furnishings and structured cable for the telephone and data infrastructure meeting Tenant's standards will be included in the Tenant Improvements. Tenant will be responsible for installing the telephone handsets and data network switches and routers."

Either delete the last sentence or add "If Landlord is unable to gain bank financing and does not complete the Tenant Improvements, All of Tenant's obligations under this lease will be immediately void. If Landlord fails to gain bank financing after Tenant has closed on the sale of its buildings which house most of the departments intended to relocate to the Premises, Landlord will be responsible for finding, equipping and paying for, at its sole expense, alternate space suitable to Tenant for all Tenant's uses. The parties recognize that it is a critical need to house these functions so that they continue to operate, and Landlord's failure to complete the Tenant Improvements will require the immediate location and completion of alternate location suitable to Tenant."

Exhibit C, remove the cap and floor in reference to the CPI.
Also, in fifth line from the top, change the word "Building" to "RSF"

00649

I still think a set of rules and regulations that fit this type of building and the tenants which will be there would be
<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=1459ab38c77601...> 35/64

Thanks for your consideration.

W. Kurt Taylor, Esq.
Charleston County Administrator
4045 Bridge View Drive, Suite B-238
North Charleston, SC 29405
843-958-4015<tel:843-958-4015>
ktaylor@charlestoncounty.org<mailto:ktaylor@charlestoncounty.org>
www.charlestoncounty.org<http://www.charlestoncounty.org/>

[Description: ccblack]



image001.jpg
6K

Douglas M. Durbano <doug@durbanojlawfirm.com>
To: Kurt Taylor <KTaylor@charlestoncounty.org>
Bcc: jblackburn@titanatlas.com

Mon, Jun 2, 2014 at 5:24 PM

Kurt:

Just a personal FYI;

I hope someday you and I can visit "off line" and see if there is some way or anyway I can get off the "hated lawyer" list.

I do apologize for any offense I have caused and hope not to repeat such behavior. For whatever its worth, it pains me to be hated.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanlawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

00650

36/64

From: Kurt Taylor [mailto:KTaylor@charlestoncounty.org]
Sent: Monday, June 02, 2014 10:03 AM
To: 'Douglas M. Durbano'
Subject: RE: lease comments

Thank you.

W. Kurt Taylor, Esq.
Charleston County Administrator
4045 Bridge View Drive, Suite B-238
North Charleston, SC 29405
843-958-4015
ktaylor@charlestoncounty.org
www.charlestoncounty.org



From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Monday, June 02, 2014 11:59 AM
To: Kurt Taylor; Walter Smalls; Joe Dawson; Austin A. Bruner
Cc: jeremy@jeremyblackburn.com; Jacob Briggs
Subject: RE: lease comments

00651

Sounds good;

Over the last few days, we got through all the County edits along with Jeremy's input from his recent meetings and will get back with you shortly with our input in hopes of finalizing the Lease.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential; proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Kurt Taylor [mailto:KTaylor@charlestoncounty.org]
Sent: Monday, June 02, 2014 9:00 AM
To: 'Douglas M. Durbano'; Walter Smalls; Joe Dawson; Austin A. Bruner
Cc: jeremy@jeremyblackburn.com; jake@durbanolawfirm.com
Subject: RE: lease comments

It is the same lease we have been working from, with edits from the legal department. I had explained clearly to Jeremy that the County Attorney's Office would have to review and may have additional comments.

Communicate directly with me.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org

00652



From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Friday, May 30, 2014 11:27 AM
To: Kurt Taylor; Walter Smalls; Joe Dawson; Austin A. Bruner
Cc: jeremy@jeremyblackburn.com; jake@durbanolawfirm.com
Subject: RE: lease comments

All:

Yesterday at 4:30 we received the attached email from Jeremy which had a new lease provided to him by the County which we had never seen before nor had any input into the edits and changes.

As you can see from the email below, we had thought that the "final" version of the lease for Chicora and the County was completed on April 28th.

We will start the process of comparing documents and reviewing the new proposed lease to the April 28th version and get back with you relative to any comments, suggestions or changes.

Who shall we communicate with regarding these lease provisions and changes?

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

00653

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and
<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=1459ab38c77601...> 39/64

notify the sender.

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Monday, April 28, 2014 3:35 PM
To: 'Jeremy Blackburn (jblackburn@titanatlas.com)'
Cc: 'jeremy@jeremyblackburn.com'
Subject: FW: lease comments

Attached is the final lease ready for signing. Use the PDF version.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jacob Briggs [mailto:jake@durbanolawfirm.com]
Sent: Monday, April 28, 2014 3:33 PM
To: Douglas M. Durbano
Subject: FW: lease comments

Attached are the word and pdf versions of the same document as previously sent but with references to a security deposit removed and some formatting changes.

Thanks,

Jacob D. Briggs

Attorney at Law

801-776-4111 Office

jake@durbanolawfirm.com

00654

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=1459ab38c77601...> 40/64

5/26/2015

Titan Atlas Global LC Mail - lease comments

476 Heritage Blvd.#200, Layton, Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Kurt Taylor [mailto:KTaylor@charlestoncounty.org]
Sent: Sunday, April 27, 2014 9:54 PM
To: Douglas M. Durbano; Walter Smalls
Cc: Jeremy Blackburn; jake@durbanolawfirm.com; Donald Trump Jr
Subject: RE: lease comments

Thanks. Understood on #2. Should have had a better lawyer on Chicora's contracts.

I don't see the deposit, help for 25 years, unless earlier terminated, on an obligation of the LL. LL ought to make the deposit if it some reg. The Charleston Regional Development Alliance' of which I am on the Finance and Executive Committees, just moved to class A lease space, and paid no deposit.

WKT

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: "Douglas M. Durbano"
Date: 04/26/2014 2:55 PM (GMT-05:00)
To: Kurt Taylor, Walter Smalls
Cc: Jeremy Blackburn, jake@durbanolawfirm.com, Donald Trump Jr
Subject: RE: lease comments

All:

Kurt's suggestions were fine, except two (see below).

We took all of Kurt's other suggestions/wording and incorporated them into the attached Lease and tracked all changes for easy review. We believe this should be the final document, ready for Council approval and signing.

Would it be OK to ask that we get this Lease and deal approved and executed no later than April 30th?

00655

Chicora is under some time deadlines that make it necessary that we get this done no later than April 30th. Of course on execution of the Lease we can then get started on the TI's to accommodate a quicker move in for the County.

The two suggestions that we could not accept:

1st. Deposit. Everyone is very comfortable that the County is AAA-rated but the bank is requiring it for Chicora to get bank financing for the TI's. If we could either shift the cost of TI's to the County or eliminate the Non Appropriations clause, we could also eliminate the Deposit. We understand that neither of those can be done, so we must comply with the bank requirement of a deposit for TI's. Can't get out of it according to the bank, who blames it on the Regulators. Sorry.

2nd. Late Fee of 5%. Every lease has one and every financial contract that Chicora is obligated on has a one. This is standard operating procedure. We assume it will never be an issue.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton UT 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

----- Forwarded message -----

From: "Kurt Taylor" <KTaylor@charlestoncounty.org>

Date: Apr 25, 2014 5:03 PM

Subject: lease comments

To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

Cc:

Jeremy, here are my comments from the last round of lease edits. Thanks very much to Doug for accommodating most of my requests. As we have discussed, I will now meet with my lawyers and there may be more edits. I hope not.

"Basic Lease Information" change the lease term to one 25 year term.

00656

Remove the cap and floor on the CPI changes

We will not pay a deposit

We still need a clear order of precedence listing for all the documents.

"Lease"

Section 2, change the lease term to one 25 year term.

Near the end of section 4 delete the reference to 5%

At the end of Section 5, add a sentence saying "The Operating Expense shall be a fixed monthly amount for each lease year. The Amount for each following year will be sent in writing to the County no later than the end of January each year. Any nontraditional or heavy users of utilities, including but not limited to the grocery store, a data center, or a 24-hour operation must be separately metered, and will not be included in any costs borne by Tenant."

At the end of Section 6, change the newly added sentence to read "Landlord is aware of the Tenant's intended uses for its various spaces, and shall not declare a nuisance arising from these operations."

Section 7(b) line seven, just before "ii", after the word "Tenant" add "as may be mutually agreed."

Delete the added language in Section 53. That is not correct, and I will not make those representations.

Exhibit B – end of second paragraph add "unless otherwise mutually agreed"

Fourth paragraph should read "The expectation of the parties is that all built-in furnishings and structured cable for the telephone and data infrastructure meeting Tenant's standards will be included in the Tenant Improvements. Tenant will be responsible for installing the telephone handsets and data network switches and routers."

Either delete the last sentence or add "If Landlord is unable to gain bank financing and does not complete the Tenant Improvements, All of Tenant's obligations under this lease will be immediately void. If Landlord fails to gain bank financing after Tenant has closed on the sale of its buildings which house most of the departments intended to relocate to the Premises, Landlord will be responsible for finding, equipping and paying for, at its sole expense, alternate space suitable to Tenant for all Tenant's uses. The parties recognize that it is a critical need to house these functions so that they continue to operate, and Landlord's failure to complete the Tenant Improvements will require the immediate location and completion of alternate location suitable to Tenant."

00657

Exhibit C, remove the cap and floor in reference to the CPI.

Also, in fifth line form the top, change the word "Building" to "RSF"

I still think a set of rules and regulations that fit this type of building and the tenants which will be there would be better to draw up than the boilerplate in Exhibit D.

Thanks for your consideration.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



Douglas M. Durbano <doug@durbanolawfirm.com>
To: Jeremy Blackburn <jblackburn@titanatlas.com>

Tue, Jun 3, 2014 at 12:23 PM

fyi

00658

Douglas M. Durbano

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

476 Heritage Blvd. #200, Layton UT. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Kurt Taylor [mailto:KTaylor@charlestoncounty.org]
Sent: Tuesday, June 03, 2014 10:22 AM
To: 'Douglas M. Durbano'
Subject: RE: lease comments

It is merely frustrating to spend hours working with Jeremy, only to be blasted by an indignant email from you concerning the same subject.

W. Kurt Taylor, Esq.
Charleston County Administrator
4045 Bridge View Drive, Suite B-238
North Charleston, SC 29405
843-958-4015
ktaylor@charlestoncounty.org
www.charlestoncounty.org

00659



From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Monday, June 02, 2014 5:25 PM
To: Kurt Taylor
Subject: RE: lease comments

Kurt:

Just a personal FYI;

I hope someday you and I can visit "off line" and see if there is some way or anyway I can get off the "hated lawyer" list.

I do apologize for any offense I have caused and hope not to repeat such behavior. For whatever its worth, it pains me to be hated.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut, 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Kurt Taylor [mailto:KTaylor@charlestoncounty.org]
Sent: Monday, June 02, 2014 10:03 AM
To: 'Douglas M. Durbano'
Subject: RE: lease comments

Thank you.

00553

W. Kurt Taylor, Esq.

Charleston County Administrator

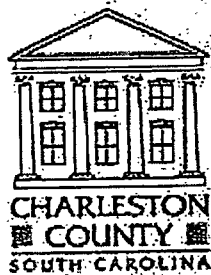
4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Monday, June 02, 2014 11:59 AM
To: Kurt Taylor; Walter Smalls; Joe Dawson; Austin A. Bruner
Cc: jeremy@jeremyblackburn.com; Jacob Briggs
Subject: RE: lease comments

Sounds good;

Over the last few days, we got through all the County edits along with Jeremy's input from his recent meetings and will get back with you shortly with our input in hopes of finalizing the Lease.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

00661

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Kurt Taylor [mailto:KTaylor@charlestoncounty.org]
Sent: Monday, June 02, 2014 9:00 AM
To: 'Douglas M. Durbano'; Walter Smalls; Joe Dawson; Austin A. Bruner
Cc: jeremy@jeremyblackburn.com; jake@durbanolawfirm.com
Subject: RE: lease comments

It is the same lease we have been working from, with edits from the legal department. I had explained clearly to Jeremy that the County Attorney's Office would have to review and may have additional comments.

Communicate directly with me.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



00662

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Friday, May 30, 2014 11:27 AM
To: Kurt Taylor; Walter Smalls; Joe Dawson; Austin A. Bruner
Cc: jeremy@jeremyblackburn.com; jake@durbanolawfirm.com
Subject: RE: lease comments

All:

Yesterday at 4:30 we received the attached email from Jeremy which had a new lease provided to him by the County which we had never seen before nor had any input into the edits and changes.

As you can see from the email below, we had thought that the "final" version of the lease for Chicora and the County was completed on April 28th.

We will start the process of comparing documents and reviewing the new proposed lease to the April 28th version and get back with you relative to any comments, suggestions or changes.

Who shall we communicate with regarding these lease provisions and changes?

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential; proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Monday, April 28, 2014 3:35 PM
To: 'Jeremy Blackburn (jblackburn@titanatlas.com)'
Cc: 'jeremy@jeremyblackburn.com'
Subject: FW: lease comments

00663

26/2015

Titan Atlas Global LLC Mail - Lease Comments

Attached is the final lease ready for signing. Use the PDF version.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jacob Briggs [mailto:jake@durbanolawfirm.com]
Sent: Monday, April 28, 2014 3:33 PM
To: Douglas M. Durbano
Subject: FW: lease comments

Attached are the word and pdf versions of the same document as previously sent but with references to a security deposit removed and some formatting changes.

Thanks,

Jacob D. Briggs

Attorney at Law

801-776-4111 Office

jake@durbanolawfirm.com

476 Heritage Blvd. #200, Layton, Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Kurt Taylor [mailto:KTaylor@charlestoncounty.org]
Sent: Sunday, April 27, 2014 9:54 PM

00664

...&th=1459ab38c77601... 50/

5/26/2015

To: Douglas M. Durbano; Walter Smalls
Cc: Jeremy Blackburn; jake@durbanolawfirm.com; Donald Trump Jr
Subject: RE: lease comments

Thanks. Understood on #2. Should have had a better lawyer on Chicora's contracts.

I don't see the deposit, help for 25 years, unless earlier terminated, on an obligation of the LL. LL ought to make the deposit if it some reg. The Charleston Regional Development Alliance' of which I am on the Finance and Executive Committees, just moved to class A lease space, and paid no deposit.

WKT

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: "Douglas M. Durbano"
Date: 04/26/2014 2:55 PM (GMT-05:00)
To: Kurt Taylor, Walter Smalls
Cc: Jeremy Blackburn, jake@durbanolawfirm.com, Donald Trump Jr
Subject: RE: lease comments

All:

Kurt's suggestions were fine, except two (see below).

We took all of Kurt's other suggestions/wording and incorporated them into the attached Lease and tracked all changes for easy review. We believe this should be the final document, ready for Council approval and signing.

Would it be OK to ask that we get this Lease and deal approved and executed no later than April 30th?

Chicora is under some time deadlines that make it necessary that we get this done no later than April 30th. Of course on execution of the Lease we can then get started on the TI's to accommodate a quicker move in for the County.

The two suggestions that we could not accept:

1st. Deposit. Everyone is very comfortable that the County is AAA rated but the bank is requiring it for Chicora to get bank financing for the TI's. If we could either shift the cost of TI's to the County or eliminate the Non Appropriations clause, we could also eliminate the

...&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=1459ab38c77601... 51/64

Deposit. We understand that neither of those can be done, so we must comply with the bank requirement of a deposit for TI's. Can't get out of it according to the bank, who blames it on the Regulators. Sorry:

2nd. Late Fee of 5%. Every lease has one and every financial contract that Chicora is obligated on has a one. This is ~~standard operating procedure~~. We assume it will never be an issue.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

----- Forwarded message -----

From: "Kurt Taylor" <KTaylor@charlestoncounty.org>

Date: Apr 25, 2014 5:03 PM

Subject: lease comments

To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

Cc:

Jeremy, here are my comments from the last round of lease edits. Thanks very much to Doug for accommodating most of my requests. As we have discussed, I will now meet with my lawyers and there may be more edits. I hope not.

"Basic Lease Information" change the lease term to one 25 year term.

Remove the cap and floor on the CPI changes

We will not pay a deposit

We still need a clear order of precedence listing for all the documents.

"Lease"

00666

Section 2, change the lease term to one 25 year term.

Near the end of section 4 delete the reference to 5%

At the end of Section 5, add a sentence saying "The Operating Expense shall be a fixed monthly amount for each lease year. The Amount for each following year will be sent in writing to the County no later than the end of January each year. Any nontraditional or heavy users of utilities, including but not limited to the grocery store, a data center, or a 24-hour operation must be separately metered, and will not be included in any costs borne by Tenant.

At the end of Section 6, change the newly added sentence to read "Landlord is aware of the Tenant's intended uses for its various spaces, and shall not declare a nuisance arising from these operations.

Section 7(b) line seven, just before "ii", after the word "Tenant" add "as may be mutually agreed."

Delete the added language in Section 53. That is not correct, and I will not make those representations.

Exhibit B – end of second paragraph add "unless otherwise mutually agreed"

Fourth paragraph should read "The expectation of the parties is that all built-in furnishings and structured cable for the telephone and data infrastructure meeting Tenant's standards will be included in the Tenant Improvements. Tenant will be responsible for installing the telephone handsets and data network switches and routers."

Either delete the last sentence or add "If Landlord is unable to gain bank financing and does not complete the Tenant Improvements, All of Tenant's obligations under this lease will be immediately void. If Landlord fails to gain bank financing after Tenant has closed on the sale of its buildings which house most of the departments intended to relocate to the Premises, Landlord will be responsible for finding, equipping and paying for, at its sole expense, alternate space suitable to Tenant for all Tenant's uses. The parties recognize that it is a critical need to house these functions so that they continue to operate, and Landlord's failure to complete the Tenant Improvements will require the immediate location and completion of alternate location suitable to Tenant.

Exhibit C, remove the cap and floor in reference to the CPI.

Also, in fifth line from the top, change the word "Building" to "RSF"

I still think a set of rules and regulations that fit this type of building and the tenants which will be there would be better to draw up than the boilerplate in Exhibit D.

Thanks for your consideration.

00667

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



Douglas M. Durbano <doug@durbanolawfirm.com>
To: Kurt Taylor <KTaylor@charlestoncounty.org>
Bcc: jblackburn@titanatlas.com

Fri, Jun 6, 2014 at 5:40 PM

Understood, if there is there anything I can do to help, please let me know.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

00668

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and
<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=1459ab38c77601...> 54/64

notify the sender.

From: Kurt Taylor [mailto:KTaylor@charlestoncounty.org]

Sent: Tuesday, June 03, 2014 10:22 AM

To: 'Douglas M. Durbano'

Subject: RE: lease comments

It is merely frustrating to spend hours working with Jeremy, only to be blasted by an indignant email from you concerning the same subject.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]

Sent: Monday, June 02, 2014 5:25 PM

To: Kurt Taylor

Subject: RE: lease comments

00669

Kurt:

Just a personal FYI;

I hope someday you and I can visit "off line" and see if there is some way or anyway I can get off the "hated lawyer" list.

I do apologize for any offense I have caused and hope not to repeat such behavior. For whatever its worth, it pains me to be hated.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Kurt Taylor [mailto:KTaylor@charlestoncounty.org]

Sent: Monday, June 02, 2014 10:03 AM

To: 'Douglas M. Durbano'

Subject: RE: lease comments

Thank you.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org

00670



R. Appeal732

Communicate directly with me.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Friday, May 30, 2014 11:27 AM
To: Kurt Taylor; Walter Smalls; Joe Dawson; Austin A. Bruner
Cc: jeremy@jeremyblackburn.com; jake@durbanolawfirm.com
Subject: RE: lease comments

All:

Yesterday at 4:30 we received the attached email from Jeremy which had a new lease provided to him by the County which we had never seen before nor had any input into the edits and changes.

As you can see from the email below, we had thought that the "final" version of the lease for Chicora and the County was completed on April 28th.

00072

We will start the process of comparing documents and reviewing the new proposed lease to the April 28th version and get back with you relative to any comments, suggestions or changes.

~~Who shall we communicate with regarding these lease provisions and changes?~~

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Monday, April 28, 2014 3:35 PM
To: 'Jeremy Blackburn (jblackburn@titanatlas.com)'
Cc: 'jeremy@jeremyblackburn.com'
Subject: FW: lease comments

Attached is the final lease ready for signing. Use the PDF version.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

00673

From: Jacob Briggs [mailto:jake@durbanolawfirm.com]
Sent: Monday, April 28, 2014 3:33 PM
To: Douglas M. Durbano
Subject: FW: lease comments

Attached are the word and pdf versions of the same document as previously sent but with references to a security deposit removed and some formatting changes.

Thanks,

Jacob D. Briggs

Attorney at Law

801-776-4111 Office

jake@durbanolawfirm.com

476 Heritage Blvd.#200, Layton, Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Kurt Taylor [mailto:KTaylor@charlestoncounty.org]
Sent: Sunday, April 27, 2014 9:54 PM
To: Douglas M. Durbano; Walter Smalls
Cc: Jeremy Blackburn; jake@durbanolawfirm.com; Donald Trump Jr
Subject: RE: lease comments

Thanks. Understood on #2. Should have had a better lawyer on Chicora's contracts.

I don't see the deposit, help for 25 years, unless earlier terminated, on an obligation of the LL. LL ought to make the deposit if it some reg. The Charleston Regional Development Alliance' of which I am on the Finance and Executive Committees, just moved to class A lease space, and paid no deposit.

WKT

00674

Sent from my Verizon Wireless 4G LTE smartphone

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=1459ab38c77601...> 60/64

----- Original message -----

From: "Douglas M. Durbano"

Date: 04/26/2014 2:55 PM (GMT-05:00)

To: Kurt Taylor, Walter Smalls

Cc: Jeremy Blackburn, jake@durbanolawfirm.com, Donald Trump Jr

Subject: RE: lease comments

All:

Kurt's suggestions were fine, except two (see below).

We took all of Kurt's other suggestions/wording and incorporated them into the attached Lease and tracked all changes for easy review. We believe this should be the final document, ready for Council approval and signing.

Would it be OK to ask that we get this Lease and deal approved and executed no later than April 30th?

Chicora is under some time deadlines that make it necessary that we get this done no later than April 30th. Of course on execution of the Lease we can then get started on the TI's to accommodate a quicker move in for the County.

The two suggestions that we could not accept:

1st. Deposit. Everyone is very comfortable that the County is AAA rated but the bank is requiring it for Chicora to get bank financing for the TI's. If we could either shift the cost of TI's to the County or eliminate the Non Appropriations clause, we could also eliminate the Deposit. We understand that neither of those can be done, so we must comply with the bank requirement of a deposit for TI's. Can't get out of it according to the bank, who blames it on the Regulators. Sorry.

2nd. Late Fee of 5%. Every lease has one and every financial contract that Chicora is obligated on has a one. This is standard operating procedure. We assume it will never be an issue.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

00675

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and
<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=1459ab38c77601...> 61/64

notify the sender.

~~Forwarded message~~

From: "Kurt Taylor" <KTaylor@charlestoncounty.org>
Date: Apr 25, 2014 5:03 PM
Subject: lease comments
To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>
Cc:

Jeremy, here are my comments from the last round of lease edits. Thanks very much to Doug for accommodating most of my requests. As we have discussed, I will now meet with my lawyers and there may be more edits. I hope not.

"Basic Lease Information" change the lease term to one 25 year term.

Remove the cap and floor on the CPI changes

We will not pay a deposit

We still need a clear order of precedence listing for all the documents.

"Lease"

Section 2, change the lease term to one 25 year term.

Near the end of section 4 delete the reference to 5%

At the end of Section 5, add a sentence saying "The Operating Expense shall be a fixed monthly amount for each lease year. The Amount for each following year will be sent in writing to the County no later than the end of January each year. Any nontraditional or heavy users of utilities, including but not limited to the grocery store, a data center, or a 24-hour operation must be separately metered, and will not be included in any costs borne by Tenant.

At the end of Section 6, change the newly added sentence to read "Landlord is aware of the Tenant's intended uses for its various spaces, and shall not declare a nuisance arising from these operations.

Section 7(b) line seven, just before "it", after the word "Tenant" add "as may be mutually agreed."

00676

Delete the added language in Section 53. That is not correct, and I will not make those representations.

~~Exhibit B = end of second paragraph add "unless otherwise mutually agreed"~~

Fourth paragraph should read "The expectation of the parties is that all built-in furnishings and structured cable for the telephone and data infrastructure meeting Tenant's standards will be included in the Tenant Improvements. Tenant will be responsible for installing the telephone handsets and data network switches and routers."

Either delete the last sentence or add "If Landlord is unable to gain bank financing and does not complete the Tenant Improvements, All of Tenant's obligations under this lease will be immediately void. If Landlord fails to gain bank financing after Tenant has closed on the sale of its buildings which house most of the departments intended to relocate to the Premises, Landlord will be responsible for finding, equipping and paying for, at its sole expense, alternate space suitable to Tenant for all Tenant's uses. The parties recognize that it is a critical need to house these functions so that they continue to operate, and Landlord's failure to complete the Tenant Improvements will require the immediate location and completion of alternate location suitable to Tenant."

Exhibit C, remove the cap and floor in reference to the CPI.

Also, in fifth line from the top, change the word "Building" to "RSF"

I still think a set of rules and regulations that fit this type of building and the tenants which will be there would be better to draw up than the boilerplate in Exhibit D.

Thanks for your consideration.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org

00677



Jeremy Blackburn <jblackburn@titanatlas.com>

FW: Bond for SC Property

2 messages

Douglas M. Durbano <doug@durbanolawfirm.com>
To: Jeremy Blackburn <jblackburn@titanatlas.com>

Thu, Jun 5, 2014 at 2:02 PM

Just got this from our Insurance/Bond Agent.

Perhaps we could discuss this in more detail with the County.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Aubrey Lomax [mailto:aubrey.lomax@sigutah.com]

Sent: Thursday, June 05, 2014 11:56 AM

To: doug@durbanolawfirm.com

Subject: Bond for SC Property

Hi Doug,

I have been making calls all morning discussing the requested bond with several underwriters. This type of bond is not something that any of the underwriters have heard of.

If the government entity is requiring the bond then they need to have a bond form available. Also does the government entity understand that the Bank letter is virtually securing the same thing a bond would? Trying to obtain a bond would be very time consuming and costly.

If they are still insisting on obtaining a bond there are several things we need for underwriting purposes. First off, we will need to obtain the contract or lease agreement between Durbano Properties and the government entity to see if there is any wording about the bonding terms for underwriting purposes. If there is no wording in the lease agreement about obtaining a bond then you would most likely need to add an addendum to the contract stating

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=klaylor%40charlestoncounty.org&qs=true&search=query&th=1466d32252c4ea72&...> 1/4

the purpose and specifics of the bond along with a bond form.

Secondly, we would require 2 years worth of financials and the name of the government entity and the specifics on the location in South Carolina for underwriting purposes.

The underwriting process will take several days to complete once all the required information has been received.

The rate of the bond will vary depending on the financials and the bond limit. I would plan on a rate of at least 2.5 % of the bond limit plus any fees that the carrier applies.

As I previously stated, this bond is not necessary as you already have obtained a Bank letter which is on file with the utility company.

If you have any questions or concerns, please let me know.

Aubrey Lomax

Stratford Insurance Group

2307 North Hill Field Road Suite 103

Layton, UT 84041

801-784-4975 (direct)

801-784-4938 (main)

801-337-2280 (fax)

aubrey@sigutah.com

www.sigutah.com

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Kurt Taylor <ktaylor@charlestoncounty.org>

Thu, Jun 5, 2014 at 2:05 PM

See attached and email below. If we do get a bond it is 2.5%. The attached shows that there is already a letter of credit in place for utility payments.

Jeremy Blackburn

00680

26/2015

Titan Atlas Global LC Mail - FW: Bond for SC Property

----- Forwarded message -----
From: Douglas M. Durbano <doug@durbanolawfirm.com>
Date: Thu, Jun 5, 2014 at 2:02 PM
Subject: FW: Bond for SC Property
To: Jeremy Blackburn <jblackburn@titanatlas.com>

Just got this from our Insurance/Bond Agent.
Perhaps we could discuss this in more detail with the County.
Thanks

Douglas

From: Aubrey Lomax [mailto:aubrey.lomax@sigutah.com]
Sent: Thursday, June 05, 2014 11:56 AM
To: doug@durbanolawfirm.com
Subject: Bond for SC Property

Hi Doug,

I have been making calls all morning discussing the requested bond with several underwriters. This type of bond is not something that any of the underwriters have heard of.

If the government entity is requiring the bond then they need to have a bond form available. Also does the government entity understand that the Bank letter is virtually securing the same thing a bond would? Trying to obtain a bond would be very time consuming and costly.

If they are still insisting on obtaining a bond there are several things we need for underwriting purposes. First off, we will need to obtain the contract or lease agreement between Durbano Properties and the government entity to see if there is any wording about the bonding terms for underwriting purposes. If there is no wording in the lease agreement about obtaining a bond then you would most likely need to add an addendum to the contract stating the purpose and specifics of the bond along with a bond form.

Secondly, we would require 2 years worth of financials and the name of the government entity and the specifics on the location in South Carolina for underwriting purposes.

The underwriting process will take several days to complete once all the required information has been received.

The rate of the bond will vary depending on the financials and the bond limit. I would plan on a rate of at least 2.5
...&th=1466d32252c4eaf2&...

R. Appeal741

00681

012012010
% of the bond limit plus any fees that the carrier applies.

As I previously stated, this bond is not necessary as you already have obtained a Bank letter which is on file with the utility company.

If you have any questions or concerns, please let me know.

Aubrey Lomax

Stratford Insurance Group

2307 North Hill Field Road Suite 103

Layton, UT 84041

801-784-4975 (direct)

801-784-4938 (main)

801-337-2280 (fax)

aubrey@sigutah.com

www.sigutah.com

 14CFB84D-04F1-41B7-A119-B95E1E54F99B.pdf.pdf
77K

00682

FW: Chicora / County Lease

4 messages

Douglas M. Durbano <doug@durbanolawfirm.com>
To: Jeremy Blackburn <jblackburn@titanatlas.com>

Tue, Jun 3, 2014 at 10:59 AM

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jacob Briggs [mailto:jake@durbanolawfirm.com]
Sent: Tuesday, June 03, 2014 8:48 AM
To: Douglas M. Durbano; jeremy@jeremyblackburn.com
Subject: Chicora / County Lease

Attached, in word and a pdf redline.

Thanks,

Jacob D. Briggs

Attorney at Law

801-776-4111 Office

jake@durbanolawfirm.com

476 Heritage Blvd. #200, Layton, Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

00683

2 attachments

 CHICORA LIFE CENTER COUNTY 6-3-14.docx
96K

 CHICORA LIFE CENTER.pdf
658K

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Kurt Taylor <ktaylor@charlestoncounty.org>

Tue, Jun 3, 2014 at 11:40 AM

Talk at 3:30

Jeremy Blackburn

2 attachments

 CHICORA LIFE CENTER COUNTY 6-3-14.docx
96K

 CHICORA LIFE CENTER.pdf
658K

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Kurt Taylor <ktaylor@charlestoncounty.org>

Tue, Jun 3, 2014 at 12:56 PM

[Quoted text hidden]

2 attachments

 CHICORA LIFE CENTER COUNTY 6-3-14.docx
96K

 CHICORA LIFE CENTER.pdf
658K

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Matt Moore <mmoore@titanatlas.com>

Tue, Jun 3, 2014 at 3:38 PM

----- Forwarded message -----

From: "Jeremy Blackburn" <jblackburn@titanatlas.com>
Date: Jun 3, 2014 12:56 PM

00684

5/26/2015

Subject: Fwd: FW: Chicora / County Lease
To: "Kurt Taylor" <ktaylor@charlestoncounty.org>
Cc:

----- Forwarded message -----

From: "Jeremy Blackburn" <jblackburn@titanatlas.com>

Date: Jun 3, 2014 11:40 AM

Subject: Fwd: FW: Chicora / County Lease

To: "Kurt Taylor" <ktaylor@charlestoncounty.org>

Cc:

Talk at 3:30

Jeremy Blackburn

2 attachments



CHICORA LIFE CENTER COUNTY 6-3-14.docx
96K



CHICORA LIFE CENTER.pdf
658K

00685



Jeremy Blackburn <jblackburn@titanatlas.com>

FW: Chicora / County Lease

4 messages

Douglas M. Durbano <doug@durbanolawfirm.com>
To: Jeremy Blackburn <jblackburn@titanatlas.com>

Tue, Jun 3, 2014 at 10:59 AM

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Jacob Briggs [mailto:jake@durbanolawfirm.com]
Sent: Tuesday, June 03, 2014 8:48 AM
To: Douglas M. Durbano; jeremy@jeremyblackburn.com
Subject: Chicora / County Lease

Attached, in word and a pdf redline.

Thanks,

Jacob D. Briggs

Attorney at Law

801-776-4111 Office

jake@durbanolawfirm.com

476 Heritage Blvd. #200, Layton, Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

00688

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=ktaylor%40charlestoncounty.org&qs=true&search=query&th=146623e287bf3371...> 1/3

2 attachments



CHICORA LIFE CENTER COUNTY 6-3-14.docx

96K



CHICORA LIFE CENTER.pdf

658K

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Kurt Taylor <ktaylor@charlestoncounty.org>

Tue, Jun 3, 2014 at 11:40 AM

Talk at 3:30

Jeremy Blackburn

2 attachments



CHICORA LIFE CENTER COUNTY 6-3-14.docx

96K



CHICORA LIFE CENTER.pdf

658K

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Kurt Taylor <ktaylor@charlestoncounty.org>

Tue, Jun 3, 2014 at 12:56 PM

[Quoted text hidden]

2 attachments



CHICORA LIFE CENTER COUNTY 6-3-14.docx

96K



CHICORA LIFE CENTER.pdf

658K

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Matt Moore <mmoore@titanatlas.com>

Tue, Jun 3, 2014 at 3:38 PM

----- Forwarded message -----

From: "Jeremy Blackburn" <jblackburn@titanatlas.com>
Date: Jun 3, 2014 12:56 PM

00687

Subject: Fwd: FW: Chicora / County Lease
To: "Kurt Taylor" <ktaylor@charlestoncounty.org>
Cc:

----- Forwarded message -----
From: "Jeremy Blackburn" <jblackburn@titanatlas.com>
Date: Jun 3, 2014 11:40 AM

Subject: Fwd: FW: Chicora / County Lease
To: "Kurt Taylor" <ktaylor@charlestoncounty.org>
Cc:

Talk at 3:30

Jeremy Blackburn

2 attachments



CHICORA LIFE CENTER.COUNTY 6-3-14.docx
96K



CHICORA LIFE CENTER.pdf
658K

00693

James Armstrong

3 messages

Jeremy Blackburn <jblackburn@titanatlas.com>

Wed, May 28, 2014 at 3:09 PM

To: "Walter L. Smalls" <wsmalls@charlestoncounty.org>, Kurt Taylor <ktaylor@charlestoncounty.org>

Do you have a email for Jim?

Jeremy Blackburn
Chief Executive Officer
Titan Atlas Global LC
4280 Pace Street
North Charleston, SC 29405
Office: (843) 225-6230
Office Direct: (843) 225-6226
www.titanatlas.com

Walter Smalls <WSmalls@charlestoncounty.org>

Wed, May 28, 2014 at 3:38 PM

To: Jeremy Blackburn <jblackburn@titanatlas.com>

Cc: "James D. Armstrong" <JDArmstrong@charlestoncounty.org>

JDArmstrong@charlestoncounty.org

From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]

Sent: Wednesday, May 28, 2014 3:10 PM

To: Walter Smalls; Kurt Taylor

Subject: James Armstrong

[Quoted text hidden]

Kurt Taylor <KTaylor@charlestoncounty.org>

Wed, May 28, 2014 at 3:40 PM

To: Jeremy Blackburn <jblackburn@titanatlas.com>

Jdarmstrong@charlestoncounty.org

W. Kurt Taylor, Esq.

Charleston County Administrator

00639

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]

Sent: Wednesday, May 28, 2014 3:10 PM

To: Walter Smalls; Kurt Taylor

Subject: James Armstrong

Do you have a email for Jim?

[Quoted text hidden]

00690



Jeremy Blackburn <jblackburn@titanatlas.com>

FW: Chicora Lease

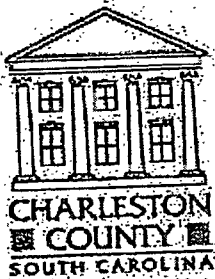
1 message

Tue, May 27, 2014 at 5:55 PM

Kurt Taylor <KTaylor@charlestoncounty.org>
To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

As promised.

W. Kurt Taylor, Esq.
Charleston County Administrator
4045 Bridge View Drive, Suite B-238
North Charleston, SC 29405
843-958-4015
ktaylor@charlestoncounty.org
www.charlestoncounty.org



From: Austin A. Bruner
Sent: Friday, May 23, 2014 1:38 PM
To: Kurt Taylor; Walter Smalls
Cc: Joe Dawson; Jacinta M. DeJesus
Subject: Chicora Lease

00691

Gentlemen,

Attached for your review are a clean version of the draft lease with our changes and a merged document showing our modifications to your previous draft.

Joe and I are available to meet next week to discuss.

Have a nice weekend.

Sincerely,

Austin

Austin A. Bruner

Assistant County Attorney

Charleston County Attorney's Office

Lonnie Hamilton, III Public Services Building

4045 Bridge View Drive

North Charleston, SC 29405-7464

Main Telephone: (843) 958-4010

Direct Telephone: (843) 958-4045

Fax: (843) 958-4017

abruner@charlestoncounty.org

2 attachments



Chicora Lease LGL final draft of 5-23-14.docx
75K



Chicora Center Lease -- merged lgl wkt 5-23-14.pdf
624K

00692

Lease

3 messages

Jeremy Blackburn <jblackburn@titanatlas.com>

Thu, May 22, 2014 at 4:56 PM

To: Kurt Taylor <ktaylor@charlestoncounty.org>, "Walter L. Smalls" <wsmalls@charlestoncounty.org>

Bcc: Douglas Durbano <doug@durbanolawfirm.com>

Haven't seen anything from Joe's office. Should I reach out to him?

Jeremy Blackburn

Kurt Taylor <KTaylor@charlestoncounty.org>

Thu, May 22, 2014 at 6:10 PM

To: Jeremy Blackburn <jblackburn@titanatlas.com>, Walter Smalls <WSmalls@charlestoncounty.org>

No. It will come from me. Don't bother. They say they'll have comments to me tomorrow.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org

00693



CHARLESTON
COUNTY
SOUTH CAROLINA

From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]
Sent: Thursday, May 22, 2014 4:56 PM
To: Kurt Taylor; Walter Smalls
Subject: Lease

Haven't seen anything from Joe's office. Should I reach out to him?

Jeremy Blackburn

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Kurt Taylor <KTaylor@charlestoncounty.org>

Fri, May 23, 2014 at 1:06 AM

OK. Let's grab lunch Friday if you have time.

[Quoted text hidden]

00604

FW: WIC Voucher Values

2 messages

Walter Smalls <WSmalls@charlestoncounty.org>

Fri, May 9, 2014 at 12:09 PM

To: "Jeremy Blackburn (jblackburn@titanatlas.com)" <jblackburn@titanatlas.com>

Cc: Kurt Taylor <KTaylor@charlestoncounty.org>, Christine Durant <CDurant@charlestoncounty.org>

Jeremy,

Attached is the requested information on WIC values.

Walt

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

From: support@charlestoncounty.org [mailto:support@charlestoncounty.org]

Sent: Friday, May 09, 2014 12:05 PM

To: Walter Smalls

Subject: Message from "RNP00267364064E"

This E-mail was sent from "RNP00267364064E" (Aficio MP C3502).

Scan Date: 05.09.2014 12:04:42 (-0400)

Queries to: support@charlestoncounty.org

 201405091204.pdf
326K

Jeremy Blackburn <jblackburn@titanatlas.com>

Fri, May 9, 2014 at 1:44 PM

To: Walter Smalls <WSmalls@charlestoncounty.org>

Cc: Christine Durant <CDurant@charlestoncounty.org>, Kurt Taylor <ktaylor@charlestoncounty.org>

Thx. Less than expected but should be enough.

[Quoted text hidden]

00695



Jeremy Blackburn <jblackburn@titanatlas.com>

Council Meeting 5-15

3 messages

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Kurt Taylor <ktaylor@charlestoncounty.org>

Thu, May 8, 2014 at 1:07 PM

Who do you want me to have attend? Summey? Fetter? Church leaders? Call MUSC

Kurt Taylor <KTaylor@charlestoncounty.org>
To: Jeremy Blackburn <jblackburn@titanatlas.com>

Thu, May 8, 2014 at 3:38 PM

We have MUSC and DHEC covered. Any other tenants plus yourself is fine. Don would be great, even if he just wants to meet councilmembers in private.

Sent from my Verizon Wireless 4G LTE smartphone
[Quoted text hidden]

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Douglas Durbano <doug@durbanolawfirm.com>

Thu, May 8, 2014 at 3:59 PM

fyi

Jeremy Blackburn
Chief Executive Officer
Titan Atlas Global LC
4280 Pace Street
North Charleston, SC 29405
Office: (843) 225-6230
Office Direct: (843) 225-6226
www.titanatlas.com

[Quoted text hidden]

00695

Grocery Store - DHEC

1 message

Jeremy Blackburn <jblackburn@titanatlas.com>

Tue, May 6, 2014 at 6:52 PM

To: Kurt Taylor <ktaylor@charlestoncounty.org>, Christine Durant <CDurant@charlestoncounty.org>, "Walter L. Smalls" <wsmalls@charlestoncounty.org>

Have been asked if it is possible to get a confirmation on the amount of WIC vouchers that are anticipated to be distributed. Is this something DHEC could reference in a brief short letter?

Jeremy Blackburn
Chief Executive Officer
Titan Atlas Global LC
4280 Pace Street
North Charleston, SC 29405
Office: (843) 225-6230
Office Direct: (843) 225-6226
www.titanatlas.com

00697

(no subject)

5 messages

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Kurt Taylor <ktaylor@charlestoncounty.org>

Fri, Apr 25, 2014 at 4:31 PM

Everything ok?

Jeremy

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Douglas Durbano <doug@durbanolawfirm.com>

Fri, Apr 25, 2014 at 4:31 PM

----- Forwarded message -----

From: Jeremy Blackburn <jblackburn@titanatlas.com>
Date: Fri, Apr 25, 2014 at 4:31 PM
Subject:
To: Kurt Taylor <ktaylor@charlestoncounty.org>

Everything ok?

Jeremy

Kurt Taylor <KTaylor@charlestoncounty.org>
To: Jeremy Blackburn <jblackburn@titanatlas.com>

Fri, Apr 25, 2014 at 4:32 PM

Got held up on something last night and most of today. I am in the middle of typing the email to you.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

00000

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]
Sent: Friday, April 25, 2014 4:32 PM
To: Kurt Taylor
Subject:

Everything ok?

Jeremy

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Kurt Taylor <ktaylor@charlestoncounty.org>

Fri, Apr 25, 2014 at 4:33 PM

Ok. Was just checking.

[Quoted text hidden]

Jeremy Blackburn <jblackburn@titanatlas.com>
To: Douglas Durbano <doug@durbanolawfirm.com>

Fri, Apr 25, 2014 at 4:34 PM

[Quoted text hidden]

00893

Charleston County Lease

7 messages

Douglas M. Durbano <doug@durbanolawfirm.com>

Wed, Apr 9, 2014 at 4:08 PM

To: Jeremy Blackburn <jblackburn@titanatlas.com>, Kurt Taylor <ktaylor@charlestoncounty.org>, "Walter L. Smalls" <wsmalls@charlestoncounty.org>

Cc: Donald Trump <djtjr@trumporg.com>, jake@durbanolawfirm.com

All:

Attached is our recently edited Lease, which started from the edited version done by Kurt Taylor and sent to Jeremy on Feb. 21st.

We have included the comments and suggestions from Kurt's' April 1st memo (also attached) as well as attempted to incorporate the recent discussions and agreements as to Rate, CAM/Operating Expenses, TI's and other terms. All changes have been tracked and referenced by color and name of the person editing. (Jake Briggs is from our office.)

Please don't be surprised or offended that we have left in a TI deposit amount, which is important to the Building Owner on several levels. Please plan on discussing this item and why it is important.

We still need the final drawings of the space for Exhibit A and any updated cost estimates for TI's, which we understand are about done.

Please let us know of any other comments or concerns with the edits. We may have unintentionally gotten some things wrong in the process. Our apologies in advance.

We appreciate everyone's hard work on getting this done.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

00700

From: Jeremy Blackburn [mailto:jblackburn@titanatlas.com]
Sent: Wednesday, April 09, 2014 8:11 AM
To: Kurt Taylor; Walter L. Smalls
Cc: Douglas Durbano; Donald Trump
Subject:

Got your voicemail. Lease will be sent to you this morning for review.

Jeremy

2 attachments



Memo Chicora Life Center 4-1-14 lease.doc
102K



Chicora Life Center lease with Charleston County 04092014.docx
110K

Douglas M. Durbano <doug@durbanolawfirm.com>

Thu, Apr 17, 2014 at 11:25 AM

To: Jeremy Blackburn <jblackburn@titanatlas.com>, Kurt Taylor <ktaylor@charlestoncounty.org>, "Walter L. Smalls" <wsmalls@charlestoncounty.org>

Cc: Donald Trump <djtjr@trumporg.com>, jake@durbanolawfirm.com

All:

Any comments on the lease or other items that we need to be addressing?

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

00701

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Wednesday, April 09, 2014 2:09 PM
To: 'Jeremy Blackburn'; 'Kurt Taylor'; 'Walter L. Smalls'
Cc: 'Donald Trump'; 'jake@durbanolawfirm.com'
Subject: Charleston County Lease

[Quoted text hidden]

Jeremy Blackburn <jblackburn@titanatlas.com> Thu, Apr 17, 2014 at 11:32 AM
To: "Douglas M. Durbano" <doug@durbanolawfirm.com>
Cc: Kurt Taylor <ktaylor@charlestoncounty.org>, "Walter L. Smalls" <wsmalls@charlestoncounty.org>, Donald Trump <djtjr@trumporg.com>, Jacob Briggs <jake@durbanolawfirm.com>

Kurt will be meeting with County legal staff to finalize and then send comments.

Timing is expected early next week.

Jeremy

[Quoted text hidden]

Douglas M. Durbano <doug@durbanolawfirm.com> Tue, Apr 22, 2014 at 12:51 PM
To: Jeremy Blackburn <jblackburn@titanatlas.com>, Kurt Taylor <ktaylor@charlestoncounty.org>, "Walter L. Smalls" <wsmalls@charlestoncounty.org>
Cc: Donald Trump <djtjr@trumporg.com>, Jacob Briggs <Jake@durbanolawfirm.com>

Any follow up on the Lease that we need to be dealing with?

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Thursday, April 17, 2014 9:26 AM
To: Jeremy Blackburn; Kurt Taylor; Walter L. Smalls

00702

Cc: Donald Trump; jake@durbanolawfirm.com
Subject: RE: Charleston County Lease

[Quoted text hidden]

Kurt Taylor <KTaylor@charlestoncounty.org>

Tue, Apr 22, 2014 at 3:39 PM

To: "Douglas M. Durban" <doug@durbanolawfirm.com>, Jeremy Blackburn <jblackburn@titanatlas.com>, Walter

Smalls <WSmalls@charlestoncounty.org>

Cc: Donald Trump <djtjr@trumporg.com>

Working on it now.

W. Kurt Taylor, Esq.

Charleston County Administrator

4045 Bridge View Drive, Suite B-238

North Charleston, SC 29405

843-958-4015

ktaylor@charlestoncounty.org

www.charlestoncounty.org



From: Douglas M. Durban [mailto:doug@durbanolawfirm.com]

Sent: Tuesday, April 22, 2014 12:51 PM

To: Jeremy Blackburn; Kurt Taylor; Walter Smalls

Cc: Donald Trump; Jacob Briggs

[Quoted text hidden]

[Quoted text hidden]

00703

Douglas M. Durbano <doug@durbanolawfirm.com>

Thu, Apr 24, 2014 at 5:35 PM

To: Kurt Taylor <KTaylor@charlestoncounty.org>, Jeremy Blackburn <jblackburn@titanatlas.com>, Walter Smalls <WSmalls@charlestoncounty.org>

Cc: Donald Trump <djtjr@trumporg.com>, jake@durbanolawfirm.com

Would it be helpful to just get Jake, of my office, on the phone with Kurt?

Jake can make the edits that Kurt would like very easily. He's good at it.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Kurt Taylor [mailto:KTaylor@charlestoncounty.org]

Sent: Tuesday, April 22, 2014 1:40 PM

To: 'Douglas M. Durbano'; Jeremy Blackburn; Walter Smalls

Cc: Donald Trump

[Quoted text hidden]

[Quoted text hidden]

Douglas M. Durbano <doug@durbanolawfirm.com>

Fri, Apr 25, 2014 at 10:29 AM

To: Kurt Taylor <KTaylor@charlestoncounty.org>, Jeremy Blackburn <jblackburn@titanatlas.com>, Walter Smalls <WSmalls@charlestoncounty.org>

Cc: Donald Trump <djtjr@trumporg.com>, Jacob Briggs <Jake@durbanolawfirm.com>

Could we have Jake just call Kurt or maybe just send Kurt's hand written changes to Jake? Either way works for us.

Time is of the essence here.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

00704

<https://mail.google.com/mail/u/0/?ui=2&ik=483a458ee9&view=pt&q=kaylor%40charlestoncounty.org&qs=true&search=query&th=145481b5af5c413a&...> 5/6

476 Heritage Blvd. #200, Layton Ut. 84041

This email, including attachments, is confidential, proprietary, and Attorney/Client Privileged. If you are not the intended recipient, destroy the email and notify the sender.

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]

Sent: Thursday, April 24, 2014 3:35 PM

To: Kurt Taylor; Jeremy Blackburn; Walter Smalls

[Quoted text hidden]

[Quoted text hidden]

00705

DEFENDANTS' EXHIBIT F

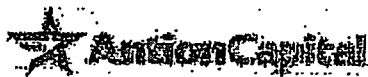
Brent Wilde

From: Brent Wilde <bwilde@antioncapital.com>
Sent: Thursday, July 03, 2014 9:56 AM
To: 'Bob Nuttall Jr.'
Cc: 'Douglas Durbano'; 'Milton Thomas'
Subject: RE: Navy Hospital building

Bob, Per our conversation we desire that we remove the exclusivity of the agreement otherwise we would have to end the agreement. With that said I agree that we should get on a call on Tuesday to discuss the best course to move forward. Have a great holiday weekend.

Thanks,

BRENT WILDE
Chief Financial Officer



www.antioncapital.com
476 W Heritage Parkway Blvd.
Layton, Utah 84041
Office: 801-776-1111
Cell: 801-388-2670

From: Bob Nuttall Jr. [mailto:bnuttall@lee-associates.com]
Sent: Thursday, July 03, 2014 9:42 AM
To: Brent Wilde
Cc: Douglas Durbano; Milton Thomas
Subject: Navy Hospital building

Brent,

Thanks for your time the last couple of days regarding the ownership's requested changes to our exclusive listing agreement for the Navy Hospital property. As we continue to think through how removing the exclusivity would work from a practical standpoint, we see potential problems both short and long term as we have relayed to both you and Doug. We believe a phone call next Tuesday with y'all is the best course to further those discussions, giving everyone a chance to catch up from the long holiday weekend.

On a more positive note, congratulations are in order on finally securing the lease with Charleston County. We all put significant time and effort into finalizing this transaction and it is exciting that we finally pulled that one off. We also believe commencing the improvements to the common areas will be a game changer with future showings at the property since prospects will see the progress being made and the common areas will be much improved over their current state.

Lastly, please email me a fully executed copy of the Charleston County lease for our files.

Enjoy the long holiday weekend and we look forward to catching up next week.

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal
Lee & Associates | Charleston

Direct: 843.747.2333
Cell: 843.367.8255
Main: 843.747.1200
Fax: 843.747.1070
126 Seven Farms Dr., Ste 110
Charleston, SC 29492



A member of the Lee & Associates Group of Companies

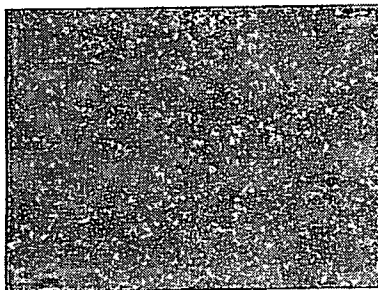


DEFENDANTS' EXHIBIT G

CHICORA LIFE CENTER, L.C.
3600 Rivers Avenue, North Charleston, SC 29405

BASIC LEASE INFORMATION

	Date:	June 30, 2014
	Landlord:	Chicora Life Center, L.C.
	Tenant:	Charleston County, South Carolina
Article 1	Premises:	Former Charleston Naval Hospital at 3600 Rivers Avenue, North Charleston, SC 29405 of which Approx. 98,087 Net Rentable Sq. Ft. ("RSF") is leased by Tenant. See Exhibit "A"
Article 2	Term Commencement	On the date that tenant takes possession of the Leased Premises per Article 2
Article 2	Term / Expiration	25 years.
~~Article 4~~	~~Monthly Rental:~~	~~\$12.00 base rent per RSF, with the Monthly Rental amount adjusted annually indexed to the CPI for all Urban Consumers South Region as specified in Article 4~~
Article 5	Projected Operating Expense	\$6.50 per square foot prior to July 1, 2016, per Article 5 calculation thereafter
Article 33	Security Deposit	None
Article 35	Tenants Address for Notices;	County Administrator 4045 Bridge View Drive North Charleston, SC 29405
Article 40	Exhibit and Addenda:	A - Plan Sheets of Leased Premises (A-101, A-102, A-103, A-104; and A-107; All dated 6/23/2014) B - Improvements to Premises/Tenant Improvements C - Landlord Warranties on Major Operating Systems D - Rules and Regulations (TBD) E - Remodel/Finish Schedule F - Cost Estimate Charleston County and Chicora Life Center Charleston County



Renovations (prepared 1/31/2014)

Article 50 Tenant Improvements: See Lease and all Exhibits
And Addenda

The provisions of the Lease identified in the margins above are those provisions where reference to particular Basic Lease Information appear and this "Basic Lease Information" sheet is for the ease and convenience of the Parties as a quick point of reference, while the actual controlling terms are contained in the Lease. Each such reference in this sheet shall incorporate the applicable Basic Lease Information as more specifically detailed in the Lease and its Exhibits. In the event of any conflict arising between any Basic Lease Information contained in this sheet and the Lease, including its Exhibits, the Lease shall control.

1. PREMISES	- 1 -
2. TERMS, EFFECTIVE DATE AND COMPLETION OF IMPROVEMENTS	- 2 -
3. NON-OCCUPANCY OF IMPROVED SPACE	- 3 -
4. RENTAL	- 3 -
5. PROJECTED OPERATING EXPENSE	- 4 -
6. USE	- 5 -
7. SERVICES	- 6 -
8. ALTERATIONS	- 7 -
9. LIENS	- 7 -
10. REPAIRS	- 8 -
11. DESTRUCTION OR DAMAGE	- 8 -
12. SUBROGATION	- 9 -
13. INDEMNIFICATION	- 9 -
14. COMPLIANCE WITH LEGAL REQUIREMENTS	- 10 -
15. INSURANCE	- 10 -
16. ASSIGNMENT AND SUBLETTING	- 11 -
17. RULES	- 11 -
18. ENTRY BY LANDLORD	- 11 -
19. EVENTS OF DEFAULT	- 12 -
20. TERMINATION UPON DEFAULT	- 13 -
21. AFTER DEFAULT	- 13 -
22. OTHER RELIEF	- 13 -
23. RIGHT TO CURE DEFAULTS	- 14 -
24. ATTORNEY'S FEES	- 14 -
25. EMINENT DOMAIN	- 15 -
26. SUBORDINATION / NON-DISTURBANCE / ATTORNMENT	- 15 -
27. NO MERGER	- 16 -
28. SALE	- 16 -
29. ESTOPPEL CERTIFICATE	- 16 -
30. NO LIGHT, AIR OR VIEW EASEMENT	- 16 -
31. HOLDING OVER	- 16 -
32. ABANDONMENT	- 17 -
33. SECURITY DEPOSIT	- 17 -
34. WAIVER	- 17 -

35.	NOTICES.....	- 17 -
36.	ENTIRE AGREEMENT.....	- 17 -
37.	CORPORATE AUTHORITY	- 18 -
38.	GUARANTEE OF LEASE.....	- 18 -
39.	MISCELLANEOUS	- 18 -
40.	EXHIBITS	- 18 -
41.	SEVERABILITY	- 19 -
42.	BROKERS/DISCLOSURES	- 19 -
43.	FORCE MAJEURE	- 19 -
44.	TENANT'S RIGHT TO SELF HELP	- 19 -
45.	ENVIRONMENTAL DISCLOSURE	- 19 -
46.	AMERICANS WITH DISABILITIES / DHEC / DAODAS	- 20 -
47.	NON-DISTURBANCE.....	- 20 -
48.	PREPARATION OF LEASE	- 20 -
49.	FINANCIAL CONDITION.....	- 20 -
50.	TENANT IMPROVEMENTS	- 20 -
51.	SIGNAGE.....	- 20 -
52.	OPTION.....	- 20 -
53.	CONTROLLING LAW.....	- 21 -
54.	TERMINATION FOR NON-APPROPRIATION OF FUNDS	- 21 -

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

LEASE FOR
3600 RIVERS AVENUE

THIS Commercial Lease Agreement ("Lease") is made on June 30, 2014 by and between Chicora Life Center, LC, as Landlord and Charleston County, as Tenant, "Party" as to each, collectively the "Parties." Landlord desires to lease the leased premises to Tenant, and Tenant desires to lease the leased premises from Landlord for a term, at the rental and upon the covenants, conditions and provisions herein set forth.

WITNESSETH:

WHEREAS, on January 16, 2014, the City of North Charleston conveyed the property located at 3600 Rivers Avenue in North Charleston, South Carolina, and known as the Old Naval Hospital to Chicora Life Center, LC, by limited warranty deed; and

WHEREAS, said deed has a reverter clause that requires Chicora Life Center, LC, to make a final payment to the City of North Charleston on or before September 30, 2014, or the title to the Old Naval Hospital will revert to the City of North Charleston; and

WHEREAS, Chicora Life Center, LC, has represented to Charleston County that it will satisfy to the extent required any obligation to obtain a release from the City of North Charleston on or before September 30, 2014; and

WHEREAS, Chicora Life Center, LC, intends for Charleston County to be its anchor tenant to encourage further development, facilitate and promote the consolidation of various county-wide medical services, and help in expansion in the area of the Old Naval Hospital and the surrounding areas; and

WHEREAS, Charleston County wishes to rent space in the Old Naval Hospital to relocate certain County offices and programs, thereby assisting in the goals intended by Chicora Life Center, LC,

NOW THEREFORE, in consideration of the above promises and mutual covenants herein contained, to include the above-referenced recitals that are incorporated herein by reference and other good and valuable consideration, the Parties agree as follows:

1. PREMISES

(a) Landlord is the owner of land and improvements commonly known and numbered as 3600 Rivers Avenue, North Charleston, South Carolina (hereinafter the "Premises") consisting of approximately 17 acres and a building consisting of approximately 400,000 square feet of which 365,717 square feet is rentable space (hereinafter "Building"). Landlord makes available for lease a portion of the Building identified in Exhibit "A" Plan Sheets A-101 (dated 6/23/2014), A-102 (dated 6/23/2014), A-103 (dated 6/23/2014), A-104 (dated 6/23/2014), and A-107 (dated 6/23/2014) Chicora Life Center, containing 98,087 of rentable square feet ("RSF") area (hereinafter the "Leased Premises").¹ Exhibit A shall bear the initials of the Parties to confirm dimensions of the Leased Premises.

¹ Exhibit "A" references the Leased Premises space as a total area of 98,087 rentable square feet, which shall apply to Article 2, Rent, and Article 5, Projected Operating Expense. The first month's lease

(b) The Leased Premises shall include the appurtenant right to use, in common with others, the lobbies, entrances, stairs, elevators, restrooms, parking areas, driveways, and other public portions of the Premises. All of the outside walls and windows of the Building and any space in the Building used for shafts, stacks, pipes, conduits, ducts, and electric or other utilities, sinks, or other Building facilities, and the use thereof and access thereto through the Building for the purposes of operation, maintenance and repairs, are reserved to Landlord, subject to the limitations on access as necessary for a confidential medical facility as described in Article 18.

2. TERMS, EFFECTIVE DATE, AND COMPLETION OF IMPROVEMENTS

The Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a term of twenty-five (25) years, beginning on the Effective Date of this Lease. Wherever in this Lease the word "term" appears, it shall include any extension of the primary term pursuant to the provisions of this Lease as well as any renewal agreement of holdover period. Effective Date shall mean the date Tenant takes possession of the Leased Premises and all of the following events have occurred: (a) the City of North Charleston issues a Certificate of Occupancy for the Leased Premises; (b) the necessary licensing agencies have issued licenses for the Leased Premises; (c) certain improvements to the Leased Premises are completed in accordance with Tenant's specifications and to the Tenant's reasonable satisfaction as provided for in Exhibit A (Plan Sheets of Leased Premises), Exhibit B (Improvements to Premises/Tenant Improvements), Exhibit C (Landlord Warranties on Major Operating Systems, Exhibit D (Rules and Regulations (TBD)), Exhibit E (Remodel/Finish Schedule Documents), and Exhibit F (Cost Estimate Charleston County); (hereinafter collectively referred to as "Tenant Improvements"); (d) Landlord has provided an Irrevocable Letter of Credit to the Tenant in a form acceptable to the Tenant pursuant to the terms outlined in Article 22 and (e) Landlord has satisfied the conditions of the reverter clause.

Upon completion of the Tenant Improvements and satisfying the requirements of the Effective Date, Landlord shall provide written notice to the Tenant that the requirements of the effective date have been met, accompanied by the supporting documentation, and that the Leased Premises is ready for occupancy. The Tenant shall have five business days to confirm the requirements of the Effective Date have been met or it will be deemed to be met. If the Tenant believes that the Leased Premises is not ready for occupancy, it shall within the time specified herein deliver a written objection identifying in reasonable detail those specific items which it believes must be completed before the Leased Premises is ready for occupancy, and upon resolution of those specific items the Leased Premises will be considered completed, except as provided in Article 10, Repairs.

Landlord shall make the Leased Premises available to Tenant on or before January 1, 2015, as provided herein and satisfy the reverter clause with the City of North Charleston on or before

payment shall be and is hereby established at \$11.36 per rentable square foot, or \$92,821.00. Prior to the Effective Date, and after the completion of the Tenant Improvements, the Parties shall complete an "As Built" drawing of the Leased Premises and calculate, determine and/or confirm the actual As Built Rentable Square Footage; per BOMA standards, and amend or confirm Exhibit A accordingly, which As Built RSF shall be the basis for the rental calculation of the Lease. This As Built Rentable Square Footage shall be the RSF referenced in the Lease as the Leased Premises on the Effective Date with the initial Rental Rate at the agreed \$12.00 per rentable square foot and the Projected Operating Expenses pursuant to Article 5.



September 30, 2014, to prevent title to the Premises from reverting to the City of North Charleston. Landlord agrees to provide written notification from the City of North Charleston to Tenant indicating that Landlord has satisfied the Limited Warranty Deed.

The Parties expressly understand and agree that the Remodel/Finish Schedule Documents have not been completed, are not final, and are not approved. Therefore the Remodel/Finish Schedule Documents must be approved in writing by Tenant prior to any work being performed for Tenant. The Remodel/Finish Schedule Documents (Exhibit E) shall include, but not be limited to, all building plans for the Leased Premises and all specifications and supporting documents used during the design, engineering, construction, and/or completion of the Tenant Improvements. All Tenant Improvements shall be the sole responsibility of the Landlord to include the costs as provided in Exhibit B, Improvements to Premises/Tenant Improvements which the Landlord agrees to pay up to \$1,600,000, and Exhibit F, Cost Estimate Charleston County and Chicora Life Center Charleston County Renovations.

3. NON-OCCUPANCY OF IMPROVED SPACE

In the event Tenant fails to occupy the Leased Premises, except due to Landlord's failure to complete Tenant Improvements or to perform any other obligation set forth herein, the Landlord may recover only the actual costs incurred in making the Tenant Improvements, subject to appropriation of funds. Provided, however, the Tenant shall be entitled to a full refund of the actual costs paid by Tenant to Landlord; if the Leased Premises (or greater than sixty-five (65) percent thereof) is leased to a third party within twelve months of the termination of the Lease. Landlord will refund the same within 30 days of the written request for refund. In all cases Tenant shall have the right to audit costs of the Tenant Improvements.

4. RENTAL

Upon completion of the Tenant Improvements as provided herein and possession of the Leased Premises, Tenant shall commence payment to Landlord, as rental for the Leased Premises except as provided in footnote 1, \$1,177,044 per year (i.e., \$12.00 per sq. ft. x the Leased Premises per year), payable in installments of \$98,087 per month (Monthly Rental), until June 30, 2016, subject to adjustment for the period between January 1, 2016 and June 30, 2016, as provided for below. Effective July 1, 2016, the Leased Premises price per square foot for the entire calendar year shall be annually adjusted by the South Region CPI-U with the possibility of either a credit or an additional payment due for the period between January 1 and June 30 of that calendar year, the credit or additional payment to be amortized over the twelve months commencing on July 1, this adjustment process to mirror that described for Operating Expenses in Article 5 below.² Tenant shall pay the Monthly Rent in advance and continuing thereafter on the first day of each and every calendar month of the Term of this Lease. In the event the term of this Lease commences on a day other than the first day of a calendar month, then the Monthly Rental for the first and fractional months of the term hereof shall be appropriately prorated. Rent shall be paid to Landlord, without deduction, abatement, counter claim, offset, or demand, in lawful money of the United

² Applying the actual South Region CPI-U Percent Dec - Dec 12 month average increase as detailed in the U.S. Department of Labor Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers for the South Region - All Items, See: <http://www.bls.gov/ro3/opiso.htm> or similar type index if the above is no longer published (copy attached), as a reference for determining and calculating the annual CPI-U increase.

States of America, at 476 W. Heritage Park Blvd., Suite 200, Layton, Utah 84041 or to such other person or at such other place as Landlord may from time to time designate in writing, except as expressly authorized in this Lease.

Tenant will, upon the execution of the Lease, pay its first month's Monthly Rental as specified herein and in paragraph 5. If Tenant does not take possession of the Leased Premises as contemplated in paragraph 2, this first month's Monthly Rental payment will be refundable upon written demand by Tenant.

5. PROJECTED OPERATING EXPENSE

In addition to the Monthly Rental payment, the Tenant shall pay monthly its share of the operating expenses (Operating Expenses) of the Premises. The Operating Expenses shall be and are established through December 31, 2015 as \$6.50 per rentable square foot of the Leased Premises (i.e., $98,087 \times 6.50 = \$637,565.50$) payable in installments of \$53,130.46 per month until June 30, 2016, subject to adjustment for the period between January 1, 2016 and June 30, 2016, as provided for below. The monthly Operating Expense payment shall be paid in addition to and pursuant to the payment provisions of Article 4 and made part of the Monthly Rental.

Effective July 1, 2016, the Tenant's annual Operating Expenses for the entire calendar year shall be determined based on the actual yearly costs of operation and maintenance of the Premises for the previous calendar year divided by the total rentable square feet of the Building multiplied by Leased Premises Square feet, with the possibility of either a credit or an additional payment due for the period between January 1, 2016 and June 30, 2016, the credit or additional payment to be amortized over the twelve months commencing on July 1, 2016. See Example A, Titled "Formula," below and the example following the Formula. The sum of the Annual Operating Expense shall be made payable to the Landlord in 12 equal monthly installments pursuant to the payment provisions of Article 4. Landlord shall provide Tenant with an annual accounting total and if requested by Tenant, a copy of all invoices supporting the previous year's Annual Operating Expenses by February 1, of the following year.

In addition, the Landlord agrees that any nontraditional or heavy users of utilities, including but not limited to a grocery store, a data center, or a 24-hour operation must be separately metered, and will not be included in any costs borne by Tenant.

Example A. Formula

$$\frac{AC \text{ (annual costs of operation and maintenance of entire building)}}{\text{Total Square Feet of Building}} = N \text{ (net operating amount per square foot)}$$

$$N \times \text{LPSF (Leased Premises Square Feet)} = Y \text{ (Tenant's Yearly Operating Expenses)}$$

$$Y/12 = \text{Monthly Operating Expense Payment by Tenant}$$

By way of example, Landlord will total all costs of operation and maintenance of the Premises for 2015 and send Tenant its Annual Operating Expense as calculated by the Formula above, for year 2016, no later than February 1, 2016. Tenant will begin paying its 2016 Operating Expense at the start of the next fiscal

year, July 1, 2016, and during that twelve-month period Tenant will also on an amortized basis either pay for or receive a credit for any difference between the 2016 Operating Expense and the Operating Expense which was actually paid by Tenant from January 1, 2016 through June 30, 2016. Tenant will continue paying its Monthly Operating Expense Payment (as adjusted by the amortization described above) through June 30, 2017. This process shall repeat annually for the entirety of the Lease Term.

Operation and Maintenance of the Premises as provided in Article 7, Services (as determined by standard accounting practices), shall include the following costs by way of illustration, but will not be limited to: Maintenance, including but not limited to routine (i.e., minor) repairs or maintenance of structural, electrical, plumbing, or HVAC systems; common area janitorial services, security, and dumpster services; pest control, lawn and landscaping services, elevator services, fire protection and sprinkler maintenance services, costs of maintaining parking and common areas, and any other service generally considered maintenance; All Utilities: electricity, gas, water, and sewer service; All Taxes and Fees: real property taxes and assessments, solid waste user fees, etc.; and Administrative Fees: legal and accounting services and Building staff and management fees. In calculating the actual costs of Operation and Maintenance of the Premises, Administrative Fees shall be capped at \$00.75 per square foot, subject to annual adjustment based on the CPI for all Urban Consumers South Region.

Landlord and Tenant both agree that the "Net Rentable Area" of the Building is approximately 98,087 RSF or 26.8% of the total (365,717) Building RSF. Notwithstanding, Tenant's Projected Operating Expense will be stated on a per rentable square foot basis and charged and paid monthly in addition to the Monthly Rent as provided in the formula above.

Operating Expenses shall not include those expenses which are paid directly or separately by proceeds of insurance, or Tenant or any third party by way of separate metering or otherwise; and depreciation of the building of which the Premises are a part and the equipment therein, loan payment, or real estate broker's commission. Operating Expenses shall also not include Landlord's Capital Improvements to the following: structural components of the Premises; HVAC, mechanical, electrical, plumbing (hereinafter "Major Systems"). As used herein, Capital Improvements includes, by way of illustration, costs which replace the Major Systems or restore the Major Systems to "like new" condition or extend their useful life (as opposed to ongoing maintenance to keep the Major Systems in efficient operating condition and realize their useful life), and costs which improve the efficiency or quality of the Major Systems, increase the strength or capacity of the Major Systems, or fix a defect or design flaw in the Major Systems;

6. USE

The Premises may be used by Tenant for any uses permitted by law for a county governmental entity, including, but not limited to: general office space, social services, counseling, medical offices, hospital type services including beds and support facilities, sales, training, staffing, and related uses. Tenant shall not do or permit to be done in or about the Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises or commit or suffer to be committed any waste in, on

or about the Premises. Landlord is aware of the Tenant's intended uses for its various spaces and shall not declare a nuisance arising from these operations.

7. SERVICES

(a) Landlord shall maintain the public and common areas of the Premises, to include but not limited to: the lobbies, stairs, elevators, corridors and restrooms in reasonably good order and condition as part of Projected Operating Expenses. In addition, Landlord shall be solely responsible for the Capital Improvements of the Building when necessary at no cost to the Tenant.

(b) Landlord shall furnish the Premises with (i) electricity sufficient to provide power for the uses for which Tenant shall occupy the Premises, but not including special lighting or electrical equipment in excess of building standard improvements. It is not currently anticipated that Tenant's intended uses will necessitate installation of special lighting or electrical equipment, but in the event that installation of special lighting or electrical equipment requires additional air conditioning capacity above that provided by the building standard improvements, then the additional air conditioning installation and operating costs shall be paid by Tenant as may be mutually agreed, (ii) heat and air conditioning to the extent reasonably required for the comfortable occupation of the Premises during reasonable and usual business hours of Tenant's occupancy; (iii) Tenant shall pay any cleaning and janitorial costs attributable to the Leased Premises separate and apart from the Operating Expenses; and (iv) security for the building; Landlord shall not be liable to Tenant for losses due to theft or burglary, or for damages done by unauthorized persons in or about the building, Landlord will be liable for damages caused by Landlord's negligence and the negligence of its employees and representatives.

Some of Tenant's Leased Premises may require 24 hour 7 days per week services and occupancy. Separate metering and billing may be used for such 24/7 utilized Leased Premises and Tenant shall be responsible for such costs.

(c) Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, (1) failure to furnish or delay in furnishing any such services when such failure or delay is caused by accident or any condition beyond the reasonable control of Landlord or by the making of necessary repairs or improvements to the Premises or to the Building, except Landlord's failure to pay or provide the Services identified in subpart (a) herein or (2) the limitation, curtailment, rationing or restrictions on use of water, electricity, gas or any other form of energy serving the Premises or the Building as required by ordinance or law.

Nevertheless, Landlord shall use all reasonable efforts to remedy any interruption in the furnishing of such services, and in particular to avoid disruption of any 24 hour 7 days per week inpatient services provided by Tenant. If, notwithstanding all reasonable efforts to remedy any interruption in the furnishing of such services, the Premises are not habitable for Tenant's use for a period in excess of 72 hours, the Tenant's Monthly Rent will be abated until the Premises are habitable, and if the Premises are not habitable in excess of 30 days, and it is within the control of Landlord to remedy, then Tenant may elect to avail itself of any of the remedies provided in this Lease. Landlord will notify Tenant immediately of any real or threatened interruption in power or other service to the Premises or Building.

(d) It is understood that Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from commercially

reasonable interruption. Tenant acknowledges that any one or more such services may be suspended or reduced by reason of accident or repairs, alterations or improvements necessary to be made, by strikes or accident or by any cause beyond the reasonable control of Landlord, or by orders or regulations of any federal, state, county or municipal authority, subject to Tenant's remedies of rental abatement and termination stated in the foregoing paragraph and Article 11. Except as otherwise provided in this Lease, any such interruption or suspension of services shall never be deemed an eviction of the Leased Premises or any part thereof, or render Landlord liable to Tenant for damages. Landlord will use its best reasonable efforts in the event of a strike to secure parties not involved in the labor dispute to provide minimum services for cleaning restrooms, waste removal, and janitorial services for the common areas. If such interruption or suspension results in Tenant's inability to conduct business or provide its usual and customary services for a period exceeding seventy-two (72) hours, then Tenant shall receive an abatement of rent during such interruption or suspension, but Landlord shall not be liable to Tenant for lost profits or loss of business resulting therefrom. In the event of repeated occurrences of the same recurring event of interruption or suspension which would be within the control of Landlord to remedy, then Tenant may elect to terminate this Lease by written notice to Landlord.

(e) Tenant shall notify Landlord of any need for an increase in power usage.

8. ALTERATIONS

(a) Tenant will not make or suffer to be made any alterations, additions or improvements to or of the Leased Premises or any part thereof, or attach any fixtures or equipment thereto, without first obtaining Landlord's approval. Any alterations, additions or improvements (except the ~~initial Tenant Improvements~~) to the Leased Premises consented to by Landlord shall be made by Tenant at Tenant's sole cost and expense, and any contractor or other person selected by Tenant to make the same shall be subject to Landlord's prior written approval. All alterations, additions, fixtures and improvements, including all improvements made pursuant to the Tenant Improvements, whether temporary or permanent in character, made in or upon the Leased Premises either by Tenant or Landlord, shall immediately become Landlord's property and, at the end of the term hereof, shall remain on the Leased Premises without compensation to Tenant, except for Tenant's trade fixtures, equipment, furniture panels and other items Tenant may provide to Landlord in writing.

(b) Any alteration, addition, or improvement shall, when completed, be of such a character as not to lessen the value of the Premises or such improvements as may be then located thereon. Any alteration, addition or improvement shall be made promptly and in a good workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governments, departments, commissions, boards and offices. The costs of any such alterations, addition or improvement shall be paid by Tenant, except as otherwise provided herein.

9. LIENS

Tenant shall make reasonable efforts to keep the Leased Premises free from any mechanics' and/or materialmen's liens or other lien arising out of any work performed, material furnished or obligations incurred by Tenant. Tenant shall notify Landlord in writing at least seventy-two (72) hours before any work or activity is to commence on the Premises which may give rise to such liens and Landlord shall have the right to post and keep posted on the Premises any notices that

maybe provide by law or which Landlord may deem to be proper for the protection of Landlord, the Premises and the Building from such liens.

10. REPAIRS

Unless Tenant notifies Landlord in writing within 180 days of the Effective Date of the Lease, Tenant accepts the Leased Premises as being in the condition in which Landlord is obligated to deliver the Leased Premises. Landlord will reasonably maintain the Premises for Tenant's quiet enjoyment and habitability such that the Premises may be occupied and utilized for its intended purpose by Tenant, including maintenance of the structural soundness of the Premises and maintenance of the electrical, HVAC, or other systems necessary to furnish the Premises with the services described herein. Tenant shall at the end of the term hereof surrender to Landlord the Leased Premises and all alterations, additions and improvements thereto subject to ordinary wear and tear, excepting any damage by fire, earthquake, act of God or the elements. Landlord has made no promise to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof, except as may be specified in the Tenant Improvements. No representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant, except as specifically herein set forth and specifically for the Premises' habitability and fitness for its intended purpose and the Tenant Improvements. The Premises shall meet and comply with the licensing standards of DHEC, DAODAS, CARE, and any other regulatory agencies having jurisdiction, as detailed in the Tenant Improvements.

11. DESTRUCTION OR DAMAGE

(a) If the Leased Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard property and casualty insurance; Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction, it being understood that Landlord is obligated to make a claim against its property and casualty insurance.

(b) If the Premises, Building, or Leased Premises shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard property and casualty policies, then Landlord or Tenant may terminate this Lease or Landlord may elect to repair such damage or rebuild the Leased Premises. Within thirty (30) days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Leased Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Leased Premises, Landlord shall perform such repair or rebuilding as provided in Subsection 11 (a) above, and rent shall be abated proportionately as provided in Subsection 11 (e) below. If Landlord elects not to repair or rebuild, the Lease shall terminate without further notice and all further obligations of both parties hereunder shall cease (other than those which shall theretofore have accrued), effective as of the date on which Tenant ceases doing business in the Premises.

(c) If Landlord elects to repair the Leased Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) days following the date of the casualty, then Tenant, upon not less than thirty (30) days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises, Building, and

Leased Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect nor impact Tenant's use and enjoyment of the Leased Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.

(d) During any period of reconstruction or repair of the Premises, Building, and/or Leased Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's business in the Leased Premises to the extent reasonably practicable from the standpoint of good business practice.

(e) During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenant's employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Leased Premises, Tenant's rent shall be appropriately abated for that part of the Leased Premises rendered unusable for the conduct of Tenant's business. Such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord or Landlord's repairs and/or rebuilding of the Leased Premises, as required by this Lease.

12. SUBROGATION

[Intentionally Omitted]

13. INDEMNIFICATION

No provision of this agreement shall be construed to constitute any waiver of sovereign immunity of Tenant or other constitutional or statutory limitations of liability in existence or arising later.

Except for expenses or liabilities arising from the negligence or intentional acts of the Tenant, the Landlord hereby expressly agrees to indemnify and hold the Tenant harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the Landlord, its members, officers, employees or agents, in conduct of this Lease, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Landlord expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Landlord and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the Tenant and/or its officers or employees or by any member of the public, to indemnify and save the Tenant and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Landlord, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the Tenant. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the Tenant and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Landlord's employees and any person, directly or indirectly employed by the Landlord (including, without limitation, any employee of any subcontractor), the Tenant's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the Tenant submits notice, Landlord shall promptly defend any aforementioned action.

The limits of insurance carried by Landlord shall not limit the Landlord's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of this Lease. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the Tenant, the Landlord's obligations shall be reduced in proportion to the Tenant's fault, as determined by a court of competent jurisdiction. The obligations herein shall also extend to any actions by the Tenant to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

14. COMPLIANCE WITH LEGAL REQUIREMENTS

Landlord and, to the extent applicable, Tenant, shall, at each Party's respective cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, with the requirements of any board of fire underwriters or other similar body now or hereafter constituted, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as the provisions of all recorded documents affecting the Premises, insofar as any thereof relate to or affect the condition, use or occupancy of the Premises, excluding requirements of structural changes not related to or affected by improvements made by Tenant or Tenant's acts. Landlord represents that at the time of delivery of the Premises, the Premises will be free of hazardous waste, toxic materials, and asbestos, and indemnifies Tenant against all claims, damages, expenses, and fees resulting from the presence or discharge thereof, in accordance with the indemnity provisions of Section 13.

15. INSURANCE

During the Term of the Lease Agreement, Landlord shall take out and maintain all customary insurance on the Premises, the Building, and the Leased Premises, as part of the Operating Expenses, in such form as used by solvent insurance companies in the State of South Carolina. Landlord shall name and maintain Tenant as an additional insured on said policies and shall provide this information in writing to Tenant for the Lease Term. Landlord, as part of the Operating Expenses, shall at all times during the term of the Lease, maintain:

- (a) Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, Building or the Leased Premises; such insurance to be in the joint name of the Tenant and the Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain a "cross liability" and "severability of interest" clause so that the Landlord and Tenant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than \$1,000,000.00 combined single limit; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.
- (b) Extended fire and extended coverage insurance on the Premises and Building on a replacement cost basis, subject to such deductions and exceptions as the Landlord may determine; such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situate,

- * including, should Landlord so elect, insurance to cover any loss of rental income which may be sustained by Landlord.

Tenant may contact Landlord's insurer(s) or insurer(s)' agent(s) directly at any time regarding Landlord's coverage, coverage amounts, or other such relevant and reasonable issues related to this Lease. Landlord shall also require any subsequent purchaser of the Premises to carry the same coverages in the same amounts. Tenant must be advised immediately of any changes in required coverages.

During the Term of the Lease, Tenant shall obtain and maintain customary insurance, as available to Tenant by the South Carolina Insurance Reserve Fund.

16. ASSIGNMENT AND SUBLETTING

In the event Tenant should desire to assign or sublet the Leased Premises, Tenant shall give Landlord written notice of such desire at least thirty (30) days in advance of the date on which Tenant desires to make such assignment or sublease. Landlord shall then have a period of thirty (30) days following receipt of such notice within which to notify Tenant in writing that Landlord elects either (i) to terminate this Lease as to the space so affected as of the date so specified by Tenant, in which event Tenant will be relieved of all further obligations hereunder as to such space, or (ii) to permit Tenant to assign or sublet such space, subject, however, to prior written approval of the proposed assignee or that Tenant is of sound financial condition as determined by Landlord. If Landlord should fail to notify Tenant in writing of such election within said thirty (30) day period, Landlord shall have deemed to have waived option (i) above, but written approval by Landlord of the proposed assignee or Tenant shall be required. Any assignment or subletting which conflicts with the provisions hereof shall be void.

17. RULES

RESERVED

18. ENTRY BY LANDLORD

Landlord acknowledges that certain portions of the Leased Premises may be occupied by confidential medical facilities and may not be accessed without prior permission. Tenant will designate the location of these confidential medical facilities and provide the same to Landlord in writing. Landlord shall not enter such designated locations without prior permission, otherwise Landlord may enter the Leased Premises at reasonable hours, with advance consent of Tenant except in emergencies, to (a) inspect the same, (b) exhibit the same to prospective purchasers, lenders or tenants, (c) determine whether Tenant is complying with all of Tenant's obligations hereunder, (d) supply janitorial service and any other service to be provided by Landlord to Tenant hereunder, (e) post notices of non-responsibility and (f) make repairs required of Landlord under the terms hereof or repairs to any adjoining space or utility service or make repairs, alterations or improvements to any other portion of the Building, but that all such work must be done as promptly as possible and, so as to cause as little interference to Tenant as reasonably possible.

Landlord shall at all times have and retain a key with which to unlock all of the doors in, on or about the Leased Premises (excluding Tenant's furniture and fixtures, vaults, safes and similar areas designated in writing by Tenant in advance); and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency in order to obtain entry to the Premises, and such entry to the Premises obtained by Landlord by any of said means,

or otherwise shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any portion thereof.

19. EVENTS OF DEFAULT

(a) By Tenant: The occurrence of any one or more of the following events ("Events of Tenant Default") shall constitute a breach of this Lease by Tenant: (a) if Tenant shall fail to pay any rental or other sum when and as the same becomes due and payable and such failure shall continue for more than 30 days after written notice of such failure is received by Tenant from Landlord; or (b) if Tenant shall fail to perform or observe any other term hereof or of the rules and regulations described in Paragraph 14, "Compliance with Legal Requirements," to be performed or observed by Tenant, such failure shall continue for more than 30 days after written notice thereof is received by Tenant from Landlord and Tenant shall not within such period commence with due diligence and dispatch the curing of such default, or, having so commenced, shall thereafter fail or neglect to prosecute or complete with due diligence and dispatch the curing of such default; or (c) vacation or abandonment of the Leased Premises for a continuous period in excess of thirty (30) business days unless rent is current; (d) if this Lease or any estate of Tenant hereunder shall be levied upon under any attachment or execution against Tenant and such attachment or execution is not vacated within thirty (30) days; or (e) failure of Tenant to meet any provisions of this Lease.

The non-appropriation of funds or reduction in Leased Premises due to a change in the State DHEC mandate, as such are outlined in Article 54, Termination for Non Appropriation of Funds, shall not be considered Events of Default.

(b) By Landlord: The occurrence of any one or more of the following events ("Events of Landlord Default") shall constitute a breach of this Lease by Landlord: (a) if Landlord shall fail to pay any sum necessary to maintain the habitability of the Premises when and as the same becomes due and payable and such failure shall continue for more than 30 days after written notice of such failure is received by Landlord from Tenant; or (b) if Landlord shall fail to perform or observe any other term hereof or of the rules and regulations described in Paragraph 14, "Compliance with Legal Requirements," to be performed or observed by Landlord, such failure shall continue for more than 30 days after written notice thereof is received by Landlord from Tenant and Landlord shall not within such period commence with due diligence and dispatch the curing of such default, or, having so commenced, shall thereafter fail or neglect to prosecute or complete with due diligence and dispatch the curing of such default; or (c) vacation or abandonment of its obligations as Landlord for a continuous period in excess of thirty (30) business days; (d) if Landlord fails to separately meter the non-traditional heavy users of utilities in the Building prior to said non-traditional users occupation of the Premises, or (e) if Landlord sells the Premises and fails to have new Landlord agree to all terms and conditions outlined herein by signing a new lease with Tenant that has the same terms as outlined in this Lease; or (f) failure of Landlord to remain current with the costs and expenses associated with the Premises, including but not limited to, electricity, water, plumbing, resulting in Tenant's loss of power, water, sewer or the use of any and all electrical systems in Premises, Building, and/or Leased Premises; or (g) failure to indemnify Tenant as outlined in this Lease; or (h) failure to meet any of the provisions of this Lease.

20. TERMINATION UPON DEFAULT

(a) As to Tenant: In the Event of Tenant's Default, Landlord may terminate this Lease at any time after notice has been given to Tenant in writing, and on the date specified in such notice (which shall be not less than thirty (30) days after the giving of such notice), and provided Tenant shall have failed to cure such default. Tenant's right to possession shall terminate and this Lease shall terminate, unless on or before such date all arrears or rental and all other sums payable by tenant under this Lease and all costs and expenses incurred by or on behalf of Landlord hereunder shall have been paid by Tenant and all other breaches of this Lease by Tenant at the time existing shall have been fully remedied to the satisfaction of Landlord.

Upon such termination, and subject to the South Carolina Tort Claims Act, Landlord may recover from Tenant: (a) the unpaid rental which had been earned at the time of termination without acceleration, less any rental received by Landlord for reletting the Leased Premises (subject to the terms hereinabove); (b) and any other amount necessary to compensate Landlord for all the actual damages proximately caused by Tenant's failure to perform its obligations under this Lease excluding any punitive, exemplary, or consequential damages. Landlord shall be obligated to make reasonable and diligent efforts to mitigate its damages by reletting the Leased Premises at reasonable and current market rates in a timely manner.

(b) As to Landlord: In the Event of Landlord's Default, Tenant may terminate this Lease at any time after such notice has been given to Landlord in writing, and on the date specified in such notice (which shall be not less than thirty (30) days after the giving of such notice), and provided Landlord shall have failed to cure such default. This Lease shall terminate, ~~unless on or before such date all items causing Default under this Lease and all costs and~~ expenses incurred by or on behalf of Tenant hereunder shall have been remedied to the satisfaction of Tenant and/or paid by Landlord and all other breaches of this Lease by Landlord at the time existing shall have been fully remedied to the satisfaction of Tenant. Upon such termination, Tenant may recover from Landlord: (a) the paid rental and operating expense amounts which have been paid from the time of notice of termination until Tenant's relocation from the Premises; (b) all moving and relocation expenses incurred and to be incurred by Tenant, along with any other amount necessary to compensate Tenant for all the actual damages proximately caused by Landlord's failure to perform its obligations under this Lease excluding any punitive, exemplary or consequential damages.

21. AFTER DEFAULT

The legal rights and remedies after default available to the Parties shall include any and all that are available at law, equity or statute. If any fixture, equipment, improvement, installation or appurtenance which, as herein provided, shall be required to be removed from the building by Tenant specified therefore, then Landlord may, after fifteen (15) days written notice to such effect to Tenant, deem the same has been abandoned by Tenant to Landlord, or Landlord may remove the same.

22. OTHER RELIEF

The rights and remedies provided for Landlord and Tenant in this Lease are in addition to any other remedies available at law or in equity by statute or otherwise, except as expressly limited or waived under the provisions of this Lease.

Notwithstanding the above, Landlord and Tenant recognize that the Landlord's performance and compliance with the conditions, obligations, and responsibilities of this Lease are of great importance to the Tenant. Landlord's delays and/or failure to perform any of the conditions, obligations, or responsibilities in this Lease will cause damages to the Tenant greater than termination of the Lease can remedy. Therefore, as additional security and as a performance guaranty of Landlord's compliance and performance with the conditions, obligations, and/or responsibilities of this Lease, the Landlord shall provide, annually, an irrevocable letter of credit in the penal sum of \$1,300,000. This letter of credit shall act as security for the Landlord's fulfillment of its obligations to pay third parties for the operation and maintenance of the Premises, Major Systems, or any other matter(s) which negatively impact the habitability of the Premises and Tenant's Quiet Enjoyment of same. The Letter of Credit shall be issued by a financial institution authorized to do business in the State of South Carolina. The cost and expense of the letter(s) of credit shall be paid for by the Tenant and Landlord equally, with the Tenant's portion not to exceed 1.25% annually of the penal sum(s).

23. RIGHT TO CURE DEFAULTS

Except as expressly stated in this Lease, all agreements and provisions to be performed by Landlord and Tenant under any of the terms of this Lease shall be at its sole cost and expense. If Tenant shall fail to pay any sum of money, other than rental, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder and such failure shall continue for 30 days after written notice thereof by Landlord is received by Tenant, Landlord may, but shall not be obligated to do so, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Lease.

If Landlord shall fail to pay any sum of money required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder and such failure shall continue for 30 days after written notice thereof by Tenant is received by Landlord, Tenant may, but shall not be obligated to do so, and without waiving or releasing Landlord from any obligations of Landlord, make any such payment or perform any such other act on Landlord's part to be made or performed as provided in this Lease.

All sums reasonably paid by either Party and all necessary incidental costs shall be deemed additional rent hereunder and shall be payable or credited within thirty (30) days of written demand so long as funds are appropriated therefore, and Parties shall have (in addition to any other rights or remedies) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of rental, or in the event of the nonpayment thereof by Landlord as in the case of default by Landlord in the payment of its obligations under this Lease.

24. ATTORNEY'S FEES

Should any party hereto employ an attorney for the purpose of enforcing, constructing, or declaring rights under this Lease, or any amendment thereto, or any judgment based on this Lease, in any legal proceeding whatsoever, including bankruptcy, arbitration, declaratory relief or other litigation, said Party and each other Party shall pay its own attorneys' fees.

25. EMINENT DOMAIN

If the entire Premises shall be taken by reasons of condemnation or under eminent domain proceedings, Tenant may terminate this Lease Agreement as of the date when possession of the Premises is taken. If a portion of the Premises shall be taken under eminent domain or by reason of condemnation if in the opinion of Tenant, reasonably exercised, the remainder of the Leased Premises is no longer suitable for Tenant's business, the Lease, at Tenant's option, to be exercised by notice to Landlord within sixty (60) days of such taking shall terminate, and any unearned rents paid or credited in advance shall be refunded to Tenant.

If this Lease is not so terminated because the entire Premises has not been taken, Landlord forthwith and with due diligence, shall restore the Leased Premises pursuant to plans approved by Tenant, if so damaged. Until so restored, subject to the following sentence, fixed rent shall abate to the extent that Tenant shall not be able to conduct business in accordance with Tenant's customary business practices, and thereafter fixed rent for the remaining portion of the Term shall be proportionately reduced.

In the event any part of the Leased Premises shall be taken by reason of condemnation or under eminent domain and if in the opinion of Tenant, reasonably exercised, the Leased Premises is no longer suitable for Tenant's business, this Lease, at Tenant's option, by notice to Landlord within sixty (60) days of such taking shall terminate. If this Lease is not terminated, Landlord, at Landlord's expense shall restore the Leased Premises to a proper and usable condition pursuant to plans approved by Tenant. Until such time that areas are restored to a proper and usable condition, rent shall be abated and thereafter fixed rent for the remainder of the Term shall be proportionately reduced.

Tenant shall be entitled to the award in connection with any condemnation insofar as the same represents compensation for or damage to Tenant's fixture, equipment, leasehold improvements or other property, moving expenses as well as the loss of leasehold (i.e. the unexpired balance of the Lease Term immediately prior to such taking). Landlord shall be entitled to the award insofar as the same represents compensation for or damage to the fee remainder, such amounts as allowed by law as losses or as damages in condemnation proceedings.

For the purposes of this Article, the term "condemnation of under eminent domain proceedings shall include, without limitation: (1) conveyances and grants made in anticipation of or in lieu of such proceedings and/or (2) loss or impairment of ingress or egress rights to and/or from Premises from adjacent roadways.

26. SUBORDINATION / NON-DISTURBANCE / ATTORNMENT

Landlord shall use its best efforts to ensure that any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and in such event this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

Tenant's right to quiet possession of the Leased Premises shall not be disturbed if Tenant is not in default of the Lease, unless this Lease is otherwise terminated pursuant to its terms. So long as Tenant enjoys the right of quiet possession of the Premises, Tenant shall enjoy this same right with any successor in title to the Premises, including any purchaser to whom the mortgagee,

trustee, or ground lessor might sell the Premises to following or as a part of the exercise of enforcement remedies against the Landlord.

The Landlord agrees to use its best efforts to obtain the subordination of any mortgage, deed of trust or ground lease, as the case may be such that this lease may have priority. Notwithstanding, Tenant agrees to execute any documents required or requested by Landlord's lenders that are reasonable and necessary to effectuate the subordination of this lease or to make this Lease subordinate to any mortgage, deed of trust or ground lease, as the case may be.

27. NO MERGER

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord terminate all or any existing subleases or sub tenancies, or may, at the option of Landlord, operate as an assignment to it of all such subleases or sub tenancies.

28. SALE

In the event the Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the Landlord, or such successor owner, under this Lease accruing thereafter shall remain, and only terminate to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease as new owner(s) and agrees in writing with the Tenant to accept all liabilities and obligations on the part of the Landlord to be binding upon the new owner.

29. ESTOPPEL CERTIFICATE

Provided that Tenant receives reasonable written assurances from Landlord and a prospective purchaser, mortgagee or beneficiary under any deed of trust of the Premises that Tenant's right to quiet possession of the Leased Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of the Lease, then Tenant shall, at any time and from time to time but on not less than 10 days prior written request by Landlord, execute, acknowledge and deliver to Landlord, promptly upon request, a certificate certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification), (b) the date, if any, to which rental and other sums payable hereunder have been paid, (c) that no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in said certificate and (d) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser, mortgagee or beneficiary under any deed of trust of the Building or any part thereof, as an estoppel without liability of Tenant.

30. NO LIGHT, AIR OR VIEW EASEMENT

Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Building shall in no way affect this Lease or impose any liability on Landlord.

31. HOLDING OVER

If, without objection by Landlord, Tenant holds possession of the Leased Premises after expiration of the term of this Lease, Tenant shall become a tenant from month to month upon the terms herein specified.

32. ABANDONMENT

Tenant shall not be considered to have abandoned or vacated the Leased Premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the space or not, unless Tenant gives notice of termination if and as allowed by this Lease.

33. SECURITY DEPOSIT

There is no security deposit for this Lease.

34. WAIVER

The waiver by Landlord or Tenant of any agreement, condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision herein contained, nor shall any custom or practice which may grow upon between the Parties in the administration of the terms hereof be construed to waive or to lessen the right of Landlord or Tenant to insist upon the performance by the other in strict accordance with said terms. The subsequent acceptance of rental hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition or provision of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rental.

35. NOTICES

All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed to have been fully given when deposited in the United States mail, certified or registered, postage prepaid, and addressed as follows: to Tenant at:

Charleston County
Attn: County Administrator
4045 Bridge View Drive
North Charleston, South Carolina 29405

or to such other place as Tenant may from time to time designate in a written notice to Landlord.
All notices for Landlord shall go to:

Chicora Life Center, LC
c/o Durbano Properties, L.C.
476 W. Heritage Park Blvd., Suite 200
Layton, Utah 84041

or to such other place as Landlord may from time to time designate in a written notice to Tenant.

36. ENTIRE AGREEMENT

There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between Landlord and Tenant with respect to the subject

matter of this Lease. This Lease may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

37. CORPORATE AUTHORITY

Tenant represents that it is a duly authorized and validly existing local government and political subdivision of the State of South Carolina. Landlord represents that it is a duly authorized and validly existing limited liability company in the State of South Carolina.

38. GUARANTEE OF LEASE

[Intentionally Omitted]

39. MISCELLANEOUS

The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. Time is of the essence of this Lease and each and all of its provisions. Submission of this instrument or examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant. The agreements, conditions, and provisions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, executors, administrators, successors and assigns of the Parties hereto. Landlord shall not use the name of Tenant for any purposes except that Tenant's name may be listed in any directory within the premises. All amounts of money payable by Tenant to Landlord hereunder, if not paid when due, shall bear interest from the due date until paid at the rate of 12% per annum, subject to the appropriation of funds therefor. If any provision of this Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

40. EXHIBITS

The Landlord and Tenant agree that the Lease shall include the following documents: Exhibit A (Plan Sheets of Leased Premises (A-101 (dated 6/23/2014), A-102 (dated 6/23/2014), A-103 (dated 6/23/2014), A-104 (dated 6/23/2014) and, A-107 (dated 6/23/2014))), Exhibit B (Improvements to Premises/Tenant Improvements), Exhibit C (Landlord Warranties on Major Operating Systems), Exhibit D (Rules and Regulations (TBD)), Exhibit E (Remodel/Finish Schedule Documents), Exhibit F (Cost Estimate Charleston County and Chicora Life Center Charleston County Renovations) and Basic Lease Information, which are incorporated herein by reference. In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Lease (Lease Documents), the following shall control: As between the Lease and the Lease Documents, the Lease shall govern. In the event of any conflict, discrepancy, or inconsistency among any of the Lease Documents, the Landlord shall notify the Tenant immediately upon discovery and Tenant shall notify the Landlord immediately upon discovery of the same so the Parties can reach a resolution. Any documents not included or expressly contemplated in this Lease do not, and shall not, form a part of this Lease. The Lease Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents.

41. SEVERABILITY

If any term or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and shall be enforceable to the extent permitted by law.

42. BROKERS/DISCLOSURES

Tenant and Landlord warrant that it has no dealings with any real estate broker or agents in connection with the negotiation of this Lease and it knows of no other real estate brokers or agents who are entitled to a commission in connection with this lease.

43. FORCE MAJEURE

Landlord shall have no liability whatsoever to Tenant, and Tenant to Landlord, on account of (1) the inability to fulfill, or delay in fulfilling, any obligations under this Lease by reason of strike, other labor trouble, governmental preemption of priorities or other controls in connection with national or other public emergency, or shortages of fuel, supplies or labor resulting therefrom or any other cause, whether similar or dissimilar to the above, beyond Landlord's or Tenant's reasonable control; or (2) any failure or defect in the supply, quantity or character of electricity or water furnished to the Premises, by reason of any requirement, act or omission of the public utility or others furnishing the building with electricity or water, or for any other reason, whether similar or dissimilar to the above, beyond Landlord's or Tenant's reasonable control. If this Lease specifies a time period for performance of an obligation, that time period shall be extended by the period of any delay in performance caused by any of the events of force majeure described above, but all events not to exceed ninety (90) days.

Landlord and Tenant jointly shall establish and will continue to have in place a disaster recovery plan to reestablish the Premises in working order as soon as practicable.

44. TENANT'S RIGHT TO SELF HELP

Landlord and Tenant acknowledge that Tenant's use of the Leased Premises may involve critical health care operations for which generators, pumps, or other equipment must operate without disruption. Accordingly, if such equipment should malfunction or the Leased Premises should otherwise suffer from a disruption of these critical processes outside of normal business hours or at a time when Tenant cannot reasonably reach Landlord, Tenant is authorized to take such self-help measures as are reasonably necessary to maintain critical processes. The exercise of such self-help measures by Tenant shall not be construed an Event of Default under the Lease.

45. ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that it has no knowledge of any deposit, asbestos, storage, disposal, removal, burial, discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous wastes or hazardous substances (collectively, "Hazardous Substances"), as those terms are used in any appropriate and applicable law, code or ordinance including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 at, upon, under or within the Premises as a consequence of ownership or other use thereof prior to the Lease Term

Commencement of this Lease by Landlord, its employees, agents or servants or any party acting pursuant to a right or interest therein from Landlord.

46. AMERICANS WITH DISABILITIES / DHEC / DAODAS

Landlord shall be responsible for compliance with the Americans With Disabilities Act (ADA). In the event it becomes necessary to make modifications to the floor plan as approved by Tenant in order to comply with provisions of ADA or other applicable building codes, such modifications shall not be grounds for termination of this Lease by Tenant, so long as modifications do not substantially impair Tenants intended use of the Leased Premises. Landlord and Tenant will work together to ensure compliance and appropriate licensing according to requirements of the South Carolina Department of Health and Environmental Control and Department of Alcohol and Other Drug Abuse Services.

47. NON-DISTURBANCE

So long as the Tenant is not in default in the payment of rent or in the performance of any of the terms of the Lease, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the Term provided herein without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, and the Tenant's possession of the Leased Premises and the Tenant's rights and privileges under the Lease or any renewal thereof shall not be diminished or interfered with by the Mortgagee.

48. PREPARATION OF LEASE

It is hereby understood that no representation or recommendations have been made by the Landlord, Durbano Law Firm, real estate brokers involved herein, or their employees or agents, as to the legal sufficiency, legal effect or tax consequences of this Lease or this transaction. Landlord and Tenant should retain legal counsel to advise them on such matters and should rely upon the advice of such legal counsel. Landlord and Tenant have expressly directed its respective legal counsel to fill in this form Lease and to make certain insertions and deletions.

49. FINANCIAL CONDITION

[Intentionally Omitted]

50. TENANT IMPROVEMENTS

The Landlord shall deliver the Leased Premises pursuant to the specifications approved by the Tenant as provided in this Lease. In addition, Landlord shall obtain and grant warranties for the term of this Lease on all Major Systems included in the Tenant Improvements and for the term of this Lease for the Major Systems of the Premises. Landlord will obtain third-party warranties from qualified service providers if such is reasonably and commercially available. Landlord will obtain insurance against equipment breakdown prior to Tenant taking possession of the Leased Premises. See Exhibit C, Landlord Warranties on Major Operating Expenses.

51. SIGNAGE

See Tenant Improvements.

52. OPTION

There is no option associated with this Lease, unless otherwise agreed to in writing by the Parties.

53. CONTROLLING LAW

The laws of South Carolina shall govern this Lease. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, Ninth Judicial Circuit, Charleston County, South Carolina.

54. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The Tenant, by written advance notice of at least ninety (90) days, may terminate this Lease in whole or in part in the event that sufficient appropriation of funds from any source (whether federal, state, county or other source) are not made or sufficient funds or otherwise unavailable, in either case, to pay the charges under this Lease. If this Lease is so terminated, the Landlord shall be compensated for all necessary and reasonable actual costs of performing the Lease up to the date of such termination. The Landlord will not be compensated for any other costs in connection with a termination for non-appropriation. The Landlord will not be entitled to recover any damages in connection with a termination for non-appropriation, including but not limited to, lost profits.

Pursuant to S.C. Code Ann. § 6-27-55, as amended, Charleston County provides various county offices to state agencies including DHEC. Provided however, if this State mandate should change, Tenant will promptly notify Landlord in writing and provide thirty (30) days notice before reducing the net usable square footage of the Leased Premises for which it is responsible to pay rent at no penalty to the Tenant and the Tenant shall be entitled to a reduction in the Monthly Rent reflecting the change in net usable square feet and prorated accordingly.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have executed this Lease dated the day and year first above written.

WITNESS

[Signature]
Shirley Roberts

LANDLORD

CHICORA LIFE CENTER, IC

By: [Signature]
Its: Manager 6/30/14

WITNESS

[Signature]
[Signature]

TENANT

CHARLESTON COUNTY

By: [Signature]
Its: Chairman 6/30/14

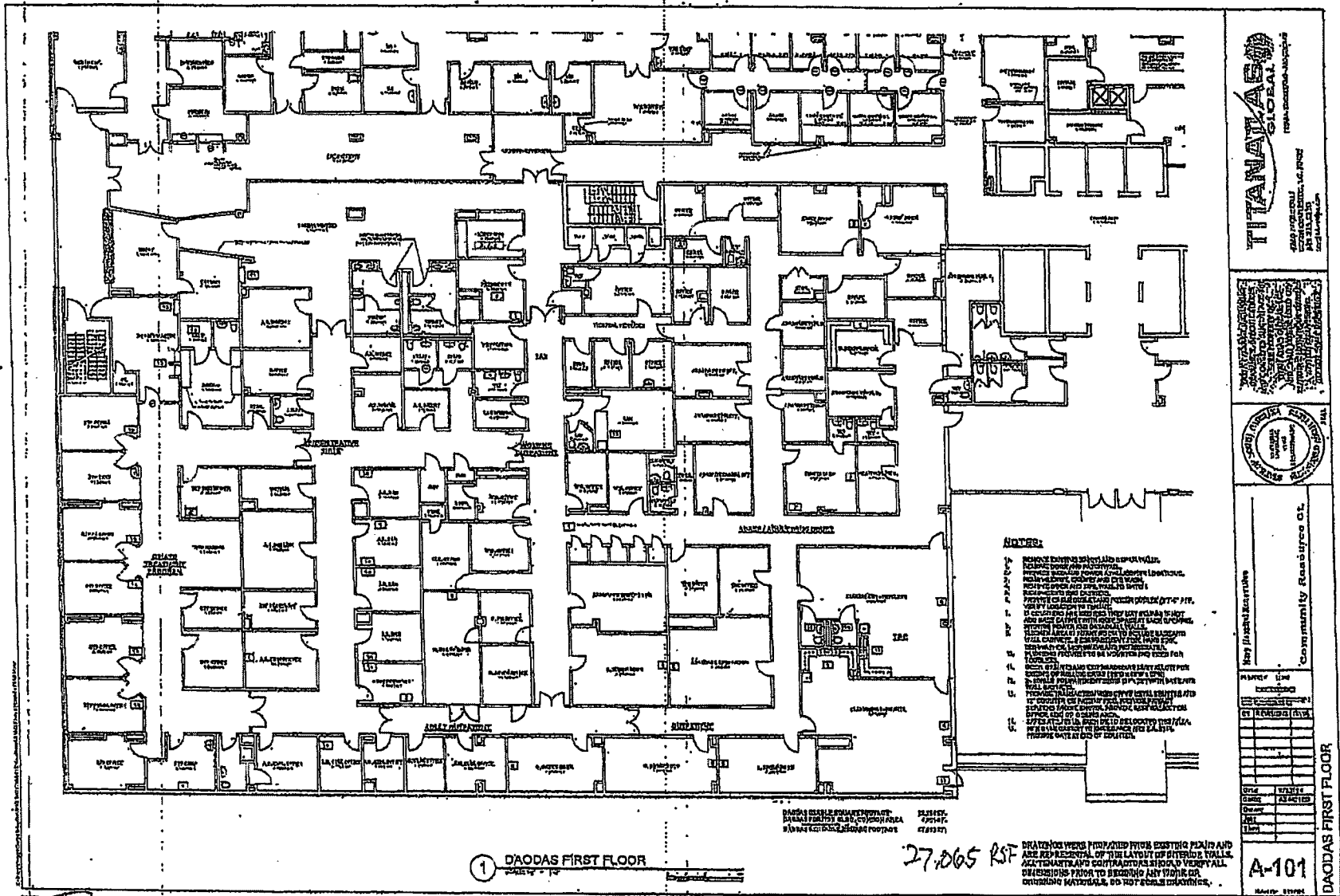
[Signature]

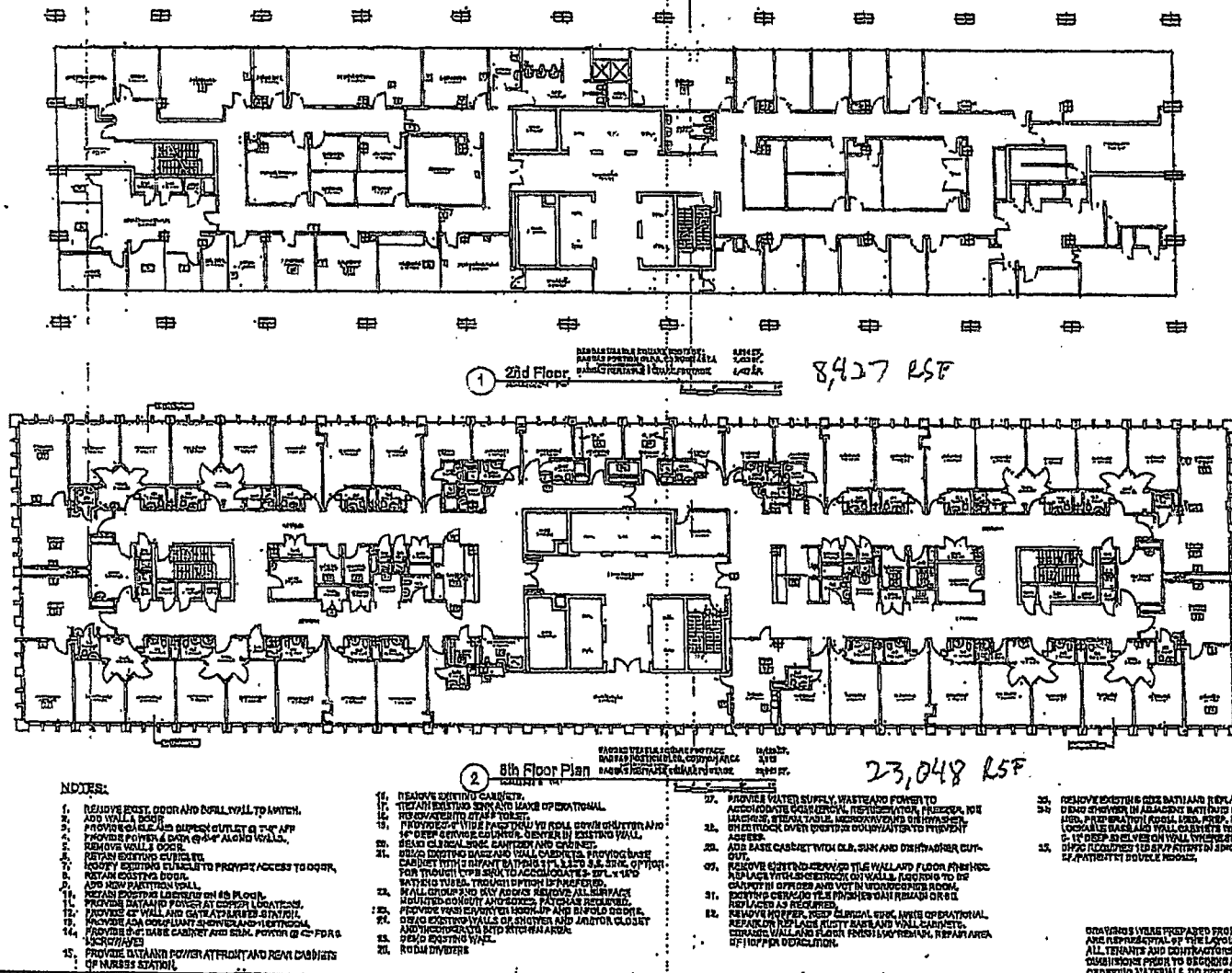
EXHIBIT "A"
Plan Sheets of Leased Premises

A-101 (6/23/14) DAODAS First Floor.....	27,065 RSF
A-102 (6/23/14) DAODAS Second (23,048 RSF) and Eighth Floor (8,427 RSF).....	31,475 RSF
A-103 (6/23/14) Coroner Main and First Floor.....	8,786 RSF
A-104 (6/23/14) DHEC First Floor.....	28,360 RSF
A-107 (6/23/14) Vital Records First Floor.....	2,401 RSF
Lease Premises Total Rentable Square Feet.....	<u>98,087 RSF</u>


Initials


Initials





Ex. A - Cont.

GLOBAL TITANALOG
4857 27th Avenue NE
Seattle, WA 98105
206-767-1111

The first of these is the fact that the
 system is not a simple one. It is a
 complex one, and it is not a simple
 one. It is a complex one, and it is not
 a simple one. It is a complex one, and
 it is not a simple one. It is a complex
 one, and it is not a simple one. It is a
 complex one, and it is not a simple one.



County Hospital Records

1970-1971
 1972-1973
 1974-1975
 1976-1977

[illegible]

A-102

2nd & 8th FLOOR PLANS

NOTES:

1. INFLUENCE OF THE POLICE WITH PORTUGAL
2. POLICE WITH PORTUGAL WITH PORTUGAL
3. POLICE WITH PORTUGAL WITH PORTUGAL
4. POLICE WITH PORTUGAL WITH PORTUGAL
5. POLICE WITH PORTUGAL WITH PORTUGAL
6. POLICE WITH PORTUGAL WITH PORTUGAL
7. POLICE WITH PORTUGAL WITH PORTUGAL
8. POLICE WITH PORTUGAL WITH PORTUGAL
9. POLICE WITH PORTUGAL WITH PORTUGAL
10. POLICE WITH PORTUGAL WITH PORTUGAL

~~TITAN ATLANTIS~~

06-28-77
Page "9" RETURNED TO SENDER
ADDRESS: D-2507

[Faint, illegible handwritten text]



My Best Friends
Community Resources Co.

10/25/1997
 10/25/1997
 10/25/1997
 10/25/1997

[illegible]

Corner Plan

28,360 RST

Drawings were prepared from existing plans and are representative of the layout of interior walls. All tenants and contractors should verify all dimensions prior to securing any work or ordering materials. Do not scale drawings.

A-104

6/25/14

DHEC PLAN

Community by Rosalind Wiseman
beginning | page 43 | Last page

— **no cf.**

THE
NEW
AND
REVISED
EDITION

[illegible]

[illegible]

FOR THE PRESIDENT OF THE UNITED STATES



Community Resources Ct.

FORMERLY T-101	
[REDACTED]	
[REDACTED]	
OF REVISIONS DATE	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
Drawn	DATE
Revised	AS NOTED
Checked	
By	
Date	
[REDACTED]	

A-107

Vital Records

Ex: A - Contd.

EXHIBIT B
**Improvements to Premises/Tenant
Improvements**

The Parties have identified and drawn up the Tenant Improvements for the Tenant's use of the Premises. When the Tenant Improvements are approved, the Tenant will provide written notice of the same to the Landlord.

Landlord has provided a cost estimate of \$1,200,383 ("Cost Estimate"), as provided in Exhibit F (entitled "Cost Estimate Charleston County and Chicora Life Center Charleston county Renovations,") to complete the Tenant Improvements. Landlord has agreed to provide up to \$1,600,000.00 for any and all Tenant Improvements (the "Budget Cap"). The Tenant Improvements will be completed to the Tenant's reasonable satisfaction as outlined and detailed in the Exhibits. The Tenant Improvements will include the necessary requirements to be determined by any licensing or regulatory authority of the Tenant, which Tenant must apply for and pursue in a reasonable and timely manner. Landlord will pay the first \$1,600,000 of Tenant Improvements with any amount over \$1,600,000 to be mutually agreed to in advance by the Parties before such Budget Cap is ever exceeded. The Parties agree to negotiate in good faith to determine a mutually agreed upon amount over the Budget Cap and the respective financial obligations of the Parties for the same.

The expectation and agreement of the Parties, subject to written approval by the Tenant is that any current or existing improvements at the Premises may be utilized to the fullest extent possible so as to reduce the costs of Tenant Improvements which Landlord shall pay and allow for completion of the Tenant Improvements within the parameters of the attached Budget.

The expectation of the Parties is that all built-in furnishings, as are existing or shown on drawings in Exhibit A, will be included in the Tenant Improvements.

GENERAL RENOVATION:

The following general renovation requirements are supplemental to the notes listed on the drawings in Exhibit A, and apply to all suites, all floors, again subject to the Budget Cap:

1. As directed by Tenant, rooms shall have a minimum of two (2) electrical outlets and two (2) communications outlets. Rooms that house multiple staff shall have a minimum of (2) electrical outlets and (1) communications outlet per staff member.
2. Additional electrical and communications outlet requirements noted on the floor plans shall be provided.
3. Where equipment locations are shown on the floor plans, power and data as required by the individual piece of equipment shall be provided.
4. One (1) electrical and one (1) communication outlet shall be provided at locations indicated on floor plans for copiers, fax machines, and television/monitor locations.
5. The existing HVAC system shall be modified to accommodate the approved floor plan layout to provide conditioned air in all spaces. Where modifications are extensive the portion of the HVAC system serving the area shall be rebalanced.

6. The existing sprinkler system shall be modified to accommodate the approved floor plan layout to provide sprinkler coverage in all spaces.
7. Room finishes (ceiling, wall, and floor) shall be provided as requested by the Tenant or as required by the Regulatory and Licensing Agency.
8. Landlord shall provide the following building signage:
 - Exterior signage to identify entry point for Tenant's suite.
 - Directory signage at all Lobbies listing suite numbers and occupants and directional signage throughout the building adequate to direct visitors to a specific suite.
 - Emergency fire evacuation signage and signage as required by the building code or the authority having jurisdiction.
 - Internal signage within Tenant suite(s) to include adequate directional signage and a minimum of one (1) sign per room or space.
9. Parking: Landlord shall provide and maintain common parking areas as per the terms of the Lease.

LICENSING AGENCIES & APPROVING AUTHORITIES:

1. ~~When originally built, the building met all building code requirements in accordance~~ with the then-existing edition of the building code (IBC). The building is to be renovated in a manner that the Landlord shall be able to obtain a certificate of occupancy, which will not require meeting all requirements of the current edition of the IBC provisions for existing and current buildings.
2. Landlord shall participate with Tenant in a combined effort to obtain approvals and licensing from Regulatory and Licensing Agencies, including DHEC and any other regulatory agencies. Landlord, as Architect of Record for the Tenant Improvements, shall provide signed and sealed drawings and specifications, and other documents and information as necessary, to obtain approvals and licensing. Landlord or its agent shall attend meetings with Regulatory and Licensing Agencies that are part of the review and approval process.
3. Landlord shall provide construction administration services during renovations as required in DHEC Regulation 61-93 (section 1804-A-3).
4. Landlord shall provide permanently mounted FF&E items required by Regulatory and Licensing Agencies as required and listed in published guideline, regulations, or requirements. These items may include, for example, fire extinguishers, grab bars, mirrors, and similar items.

IT AND COMMUNICATIONS SYSTEMS:

The structured cable system for telephone and data systems should already be installed at the Premises and may be adequate for Tenant's uses. Tenant may request

additional structured cable (telephone and data) infrastructure where missing or needed to meet Tenant's standards, the costs to be included in the Tenant Improvements, again subject to the Budget Cap. Landlord shall thereafter maintain the structured cable system as one of the building systems. Tenant will be responsible for installing its telephone systems, handsets and any data network switches and routers. The following specifications apply, again subject to the Budget Cap:

At least one wiring closet or IDF (intermediate distribution frame) shall be provided per leased space/office suite/contiguous work area on each floor to allow the mounting of data networking and telephony equipment. The IDF shall also contain all data cabling for the supported area. The IDF shall be equipped with a plywood backboard suitable for securely mounting a minimum 32" tall data rack or sufficient floor space to install a typical 19" wide two post data rack. Sufficient clearances must be provided around the rack to allow for the installation and maintenance of equipment in the rack. The IDF shall be sufficiently ventilated to allow the data networking and telephony equipment to operate within appropriate temperature and humidity specifications. Each IDF shall be equipped with at least one 20 amp 120 volt NEMA outlet on a dedicated circuit.

Station cables (cables from IDF to termination point or jack) shall connect the workers' computer, telephones and other data-com equipment to the IDF. Station cabling shall be Category 5 compliant. Cabling shall be terminated in ANSI/TIA T568B configuration terminated in a jack at the station end and in a corresponding Category 5 compliant patch panel in the IDF. All cables shall be clearly labeled in a logical manner to allow for fast and accurate identification of a cable at both ends. 2 cables shall be supplied for each individual work area. Additional cables shall be provided for common work equipment such as copiers, fax machines, wireless access points, etc. RG6 coaxial cable shall connect from the IDF or to television locations as marked on the drawings. The Tenant will test all provided cable using the appropriate TIA/EIA specification. Landlord shall replace or repair any cables which do not pass testing.

One IDF shall be designated the MDF (main distribution frame). This wiring closet shall connect to all other IDF's in spaces leased by the Tenant with fiber optic cable. Fiber optic cable shall consist of at least 6 strands and shall be capable of supporting 1 gigabit transmission over the length of the installed cable. The MDF shall be equipped with at least two 20 amp 120 volt NEMA outlets on dedicated circuits.

Landlord shall ensure that AT&T, the local cable television provider, and preferably other service providers, have a pathway into the building from the right of way. Landlord shall provide a pathway within the building for AT&T to route their cables to each IDF leased by the Tenant. At a minimum these cables will consist of AT&T fiber optic cable and 12 pair copper cable to the MDF and a minimum of 6 pairs of copper cable to all other IDF's. AT&T typically requires a minimum 2" inner duct to run fiber optic cable within a building. Landlord shall provide a pathway within the building for the local cable television provider to route their cables to each IDF leased by the Tenant.

DD

COUNTY REVIEW AND APPROVAL OF PLANS:

Landlord shall be responsible for providing construction documents—at the level of detail necessary for obtaining a building permit from the City—for the Tenant's review and approval prior to making the Tenant Improvements. The Tenant shall complete all such reviews within 3 business days of being provided such design documents and Tenant shall be deemed to have approved the provided design documents in the event it has not communicated specific objections to such documents within such period.

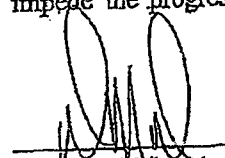
DOCUMENTATION:

1. All documents relating in any manner whatsoever to the renovations, or any designated portion thereof, which are in the possession of Landlord, or any subcontractor of Landlord, shall be made available to the Tenant for inspection and copying upon written request by the Tenant. Furthermore, said documents shall be made available, upon request by the Tenant, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the project, its design, and its construction. Said records to include those documents reflecting the cost of construction to Landlord, if requested by the Tenant. Landlord shall maintain and protect these documents for no less than three (3) years after completion of the project, or for any longer period of time as may be required by law or good construction practice. Landlord further agrees to include these provisions in any subcontracts issued by it in connection with this lease agreement.
2. Project documentation will be furnished by Landlord to the Tenant upon completion and final acceptance of the Tenant Improvements. Documentation shall include, but not be limited to, electronic computer files of construction documents, including all rights, title and interest to any and all drawings and specifications. The Tenant shall retain possession and (to the extent ownership can be obtained) ownership of all reports, documents, and any other data prepared, furnished, or obtained under the Lease Agreement. All above listed items will become the property of the Tenant without restriction or limitation on their use. No material produced, whole or in part, will be subject to the copyright of the Engineer or his consultants.

INSPECTIONS AND ACCEPTANCE:

Landlord is responsible for required building code inspections and quality assurance testing as is routine and customary during a construction project. All renovations shall be subject to inspection by the Tenant, at all reasonable times and places prior to occupancy. Tenant shall provide Landlord with notice prior to any such inspection and shall conduct all such inspections in a manner which does not interfere or impede the progress of Landlord in completing the renovations.


Initials


Initials

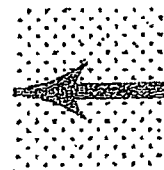


EXHIBIT "C"
Landlord Warranties on Major Operating Systems

Landlord hereby warrants, pursuant to paragraphs 7, 10, and 50 of the Lease, utilizing industry standards, that the mechanical, heating, ventilating, and air conditioning systems, boilers, water handling, piping, and associated major mechanical systems, will be in good working order and that Landlord will either rehabilitate, cause to be remanufactured, or replace such systems as determined by industry standards, for the Term of the Lease.

Additionally, Landlord shall put in place and maintain a separate policy of "Equipment Breakdown Insurance" that is acceptable to Tenant in the amount of \$1,000,000.00 if commercially available and will provide similar coverage to that of the CNA Equipment Breakdown Policy at Landlord's expense.


Initials

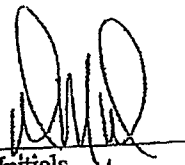
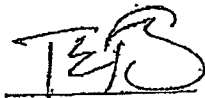

Initials

EXHIBIT "D"
RULES AND REGULATIONS

(RESERVED)


Initials


Initials

EXHIBIT "E"
REMODEL/FINISH SCHEDULE DOCUMENTS

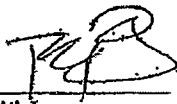
(TBD)

Initials



Initials

EXHIBIT "F"
COST ESTIMATE CHARLESTON COUNTY AND
CHICORA LIFE CENTER
CHARLESTON COUNTY RENOVATIONS
(prepared 1/31/2014)


Initials


Initials

Exhibit F-Cost Estimate

Charleston County:
Coroner, DAOPAS, DHEC, Vital Records
1/31/2014

Tenant Improvements	
Item	Cost (\$)
Floor Demolition	\$84,073.00
Carpet	\$94,215.00
Hardscape	\$146,144.00
Wall Demolition	\$36,741.00
Wall Board	\$52,874.00
Wall Studs	\$20,321.00
Finishes	\$92,874.00
Ceilings	\$40,125.00
Lighting	\$97,537.00
Electrical	\$52,147.00
Plumbing	\$25,912.00
Mechanical	\$85,827.00
Windows	\$12,256.00
Stairs	\$14,578.00
Labor	\$195,500.00
General Conditions	\$65,000.00
Overhead and Profit	\$134,224.00
TOTAL	\$1,200,348.00

Ex F - Cont.
Chicora Life Center
Charleston County Renovations

Prepared: 01/31/2024

Description	Unit	Cost Per Unit	Total Cost
Wall Demolition			
DAODAS (1st, 2nd, and 3rd Floor)	589 SQFT	1	\$ 589
DHEC	182 SQFT	1	\$ 182
Vital Records	97 SQFT	1	\$ 97
Coroner	185 SQFT	1	\$ 185
Subtotal:	1,053		\$ 1,053
Wall Board			
DAODAS (1st, 2nd, and 3rd Floor)	344 Sheets	10.65	\$ 3,664
DHEC	208 Sheets	10.65	\$ 2,215
Vital Records	34 Sheets	10.65	\$ 362
Coroner	278 Sheets	10.65	\$ 2,961
Subtotal:	864		\$ 9,202
Paint			
DAODAS (1st, 2nd, and 3rd Floor)	540 Gallons	13	\$ 7,020
DHEC	294 Gallons	13	\$ 3,822
Vital Records	28 Gallons	13	\$ 364
Coroner	97 Gallons	13	\$ 1,261
Subtotal:	959		\$ 12,467
Wall Studs			
DAODAS (1st, 2nd, and 3rd Floor)	1,705 Lin FT	0.65	\$ 1,108
DHEC	1,033 Lin FT	0.65	\$ 671
Vital Records	165 Lin FT	0.65	\$ 107
Coroner	350 Lin FT	0.65	\$ 228
Subtotal:	3,253		\$ 2,114
Floor Demolition			
DAODAS (1st, 2nd, and 3rd Floor)	49,617 SQFT	1	\$ 49,617
DHEC	25,179 SQFT	1	\$ 25,179
Vital Records	1,980 SQFT	1	\$ 1,980
Coroner	7,297 SQFT	1	\$ 7,297
Subtotal:	84,073		\$ 84,073
Carpet			
DAODAS (1st, 2nd, and 3rd Floor)	36,909 SQFT	1.22	\$ 45,029
DHEC	20,144 SQFT	1.22	\$ 24,576
Vital Records	1,584 SQFT	1.22	\$ 1,932
Coroner	5,838 SQFT	1.22	\$ 7,122
Subtotal:	64,475		\$ 78,660
Hallways			
DAODAS (1st, 2nd, and 3rd Floor)	9,227 SQFT	5	\$ 46,136
DHEC	5,036 SQFT	5	\$ 25,180
Vital Records	396 SQFT	5	\$ 1,980
Coroner	1,460 SQFT	5	\$ 7,300
Subtotal:	16,119		\$ 80,596

Ex F - Cont
Chicora Life Center
Charleston County Renovations

Prepared: 01/31/2014

Description	Unit	Cost Per Unit	Total Cost

Common Area Renovation

Common Area Floor Demolition	70,000 SQFT	1	\$ 70,000
Common Area Floor Renovation	70,000 SQFT	5	\$ 350,000
Common Area Paint	378 gallons	13	\$ 4,914

Subtotal: 140,378 \$ 424,914

Ceilings, Lighting, Tile

Ceiling Tiles	6,866 SQFT	0.6	\$ 4,120
Lights	38,000 Bulbs	2.05	\$ 77,900
Tile	41,889 Lin FT	2.5	\$ 104,723

Subtotal: 86,755 \$ 186,742

Labor

Common Area and Hallway Floor Renovation	430,596 SQFT	0	\$ -
Carpet	78,660 SQFT	0.33333	\$ 26,220
Tile	41,889 Lin FT	0	\$ -
Paint	377,000 SQFT	0.25	\$ 94,250

Subtotal: 928,145 \$ 120,470

Total Costs \$ 1,000,290

Other / Contingency

Contingency	5%	\$ 50,014.52
General Conditions	5%	\$ 50,014.52
Overhead and Profit	10%	\$ 100,029.04
[Other]		\$ -

Subtotal: \$ 200,058

Summary

Wall Demolition	\$ 1,053
Wall Board	\$ 9,202
Paint	\$ 12,467
Wall Studs	\$ 2,114
Floor Demolition	\$ 84,073
Carpet	\$ 78,660
Hallways	\$ 80,596
Common Area Renovation	\$ 424,914
Ceilings, Lighting, Tile	\$ 186,742
Labor	\$ 120,470
Contingency	\$ 50,015
General Conditions	\$ 50,015
Overhead and Profit	\$ 100,029
[Other]	\$ -

Total: \$ 1,200,348



DEFENDANTS' EXHIBIT H

From: Jeremy Blackburn [mailto:jb@chicoragarden.com]
Sent: Monday, August 18, 2014 4:01 PM
To: mthomas@lee-associates.com; bnttall@lee-associates.com
Cc: doug@durbanolawfirm.com; jmassalon@wmalawfirm.net; Joseph Wilson; Brent Wilde;
djtir@trumporg.com; mayor@northcharleston.org; ktaylor@charlestoncounty.org
Subject: Subject: Workman's Lien, ADR, Breach/Damages – Chicora Life Center

Offical Notice

Subject: Workman's Lien, ADR, Breach/Damages – Chicora Life Center

Bob & Milt:

We have received notice of your Workman's Lien placed on the Chicora Life Center (former Naval Hospital) for alleged compensation for commissions earned. This lien is wrongful and very harmful. It is contrary to the Agency Agreement and it is having a catastrophic effect on this project and will hurt a lot of people.

As required by section 20 ADR, I stopped by both of your offices this morning in an attempt to discuss and resolve any issues you feel you may have. Unable to meet with anyone I again called your numbers and I was able to speak with Milton on his cell phone. He stated that all communications were to be through your legal counsel. I inquired why he felt that it had reached this point and was again directed to your legal counsel without further comment offered. Again, this is a breach of Section 20.

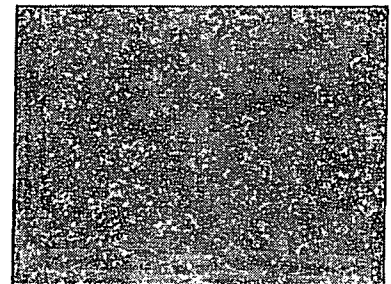
It is unfortunate that you feel that litigation and lien filing are your only paths of resolution to any issues you have. We are more than willing to discuss this, mediate and arbitrate but it appears that you are not.

There are many factors that you may not have considered, and we may need to hear from you on what has upset you as well. These are things that we feel could reasonably be discussed if given the chance.

As you know, your lien is preventing the new loan from closing and being secured by the property. The loan is necessary for paying off the City of North Charleston (\$1M) and escrowing for the Grocery Store Incentive (\$1M) and preventing the property from reverting back to the City, as well as paying for the construction of tenant improvements (\$1.6M) as required under the lease for Charleston County. If these things are not done in a timely fashion then the lease upon which you claim a workman's lien for compensation never becomes effective, it fails.

Your should be aware that Chicora believes that you have violated the Agency Agreement on several levels, to name a few, none of the marketing milestones represented in your presentation were met such as.

- o Signs on property
- o MLS listing



- o Website
 - o Email
 - o Flyers
 - o Status updates and progress reports were never provided
- There was not even ONE tenant lease proposed by Lee and Associates.
- You had undisclosed conflicts of interest as you represent several other buildings and projects which compete with the Chicora Life Center in the immediate market area.
- Follow up with the three proposed tenants you represented was insufficient by their own account.
- Violation of Section 20 which requires ADR as the exclusive remedy, instead you immediately resorted to filing an illegal lien and using the legal processes of foreclosure as a remedy, not provided for in the Agreement.

There are damage issues I urge you to consider. You are having the exact opposite effect of what you are hired to do as a Broker/Agent and what you claim you have in fact done. A lot of people are about to be hurt. We know this is opposite to your motto of "People First".

- Your lien references an excluded party, which was contracted with after the termination of your listing agreement.
- Your lien amount far exceeds any commission calculation if you are legally owed one.
- Your lien and potential foreclosure violates section 20 of the listing agreement.
- Your lien is causing damages to Charleston County, North Charleston City and multiple state agencies. All of these parties will suffer economic harm which you will be liable for.
- Your lien will cause significant direct financial obligations to Chicora Gardens which it will seek full remuneration for.
- Your lien has the potential to cause the loss of additional tenants and decade's worth of lost income.
- The property could revert back to the City, causing a catastrophic loss of all potential future cash flow and equity in the property.

Because of these very high amounts for damages caused by your wrongful lien, your Errors and Omissions insurance as well as the National Parent Company will be brought in to the action at the onset.

Frankly, Gentlemen I do not understand. The offer was made to you to continue representing this project on a non-exclusive basis. You are seeking large sums of money for a transaction that you took no part of. Your Agency Agreement calls for you to "find prospective tenants...and negotiate agreement of lease therefore", something you have not done, yet filed an illegal lien to be paid some amount you never earned.

This will not play well with any of the other parties it is affecting, nor in the public eye. If you are offended on how this was handled, or your feelings are hurt then let's talk about it. The litigation route does not play out well from what we can see. The publicity would be

disastrous. If you have a different vision then let's discuss (this is why the contract called for mediation I would assume). Time is of the essence, let's talk.

Again, we would look to you for any and all economic losses caused by the lien, delay or failure of the loan and loss of the property and failure or delay of any lease. In order to avoid these catastrophic consequences, we must have your lien released immediately!

After release of the lien we can comply with Section 20 ADR. I have attached section 20 of your agency agreement for reference and hereby demand compliance of same. I remain willing and able to meet and discuss a speedy resolution any time. Please call me or respond ASAP.

Sincerely;

Jeremy Blackburn
Project Manager for Chicora Life Center
(843) 860-6120

Sent via email and certified mail to:
Lee and Associates Charleston, LLC
Att: Robert H. Nuttall Jr.,
126 Seven Farms Drive
Suite 110
Charleston SC 29492

DEFENDANTS' EXHIBIT I

)

)

)

)

)

)

)

)

)

)

)

)

)

-)

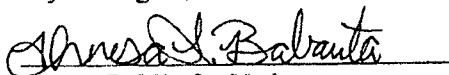
seeking tenants for the Property, and this was a material factor that induced me to execute the listing agreement.

6. I am not aware of any of the specific representations of the Marketing Plan which was actually or timely completed and/or implemented by Lee & Assoc.
7. After the signing of the listing agreement, Jeremy Blackburn began to express to me his dissatisfaction with Lee & Assoc.'s failure to visibly market the Property in addition to other failures of Lee & Assoc. to live up to its representations regarding the Marketing Plan.
8. At no time, before or after execution of the listing agreement, did Lee & Assoc. disclose to me that it represents other clients with space that would directly compete with the Property which created a potential conflict of interest.
9. Lee & Assoc. did not provide services that resulted in the procuring of any tenant for the Property or even an offer from a potential tenant, as provided by the listing agreement and understanding between Chicora and Lee & Assoc.
10. Lee & Assoc.'s involvement in any discussions with Charleston County (the "County") terminated by mutual agreement when it was learned that the County refused to have any dealings whatsoever with Bob Nuttall of Lee & Assoc., this based on a personal conflict between the County administrator and Bob Nuttall.
11. Based on this personal conflict, Lee & Assoc. agreed that it would provide no services in relation to the County negotiations as to do so would materially hinder the procuring of the County as a tenant.

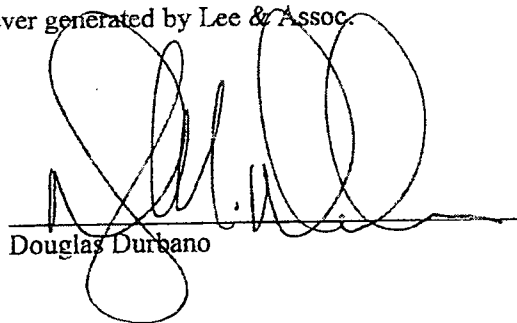
12. Several months after Lee & Assoc. removed itself from any involvement with the County, and after detailed and exhaustive negotiations, an agreement was signed with the County.
13. Prior to signing a lease with the County, but after Lee & Assoc. had removed itself from any involvement in negotiations with the County, I terminated the listing agreement, based on my frustrations with Lee & Assoc.'s lack of performance, and then began negotiating with Lee & Assoc. other options for their involvement in marketing the property.
14. Chicora's lease with the County contains at least five such contingencies, and, as of the current date, the County asserts that the contingencies are not all satisfied and, thus, there is not yet an effective date of the agreement between the County and Chicora.
15. The County has yet to take occupancy and has denied any obligation to pay rent.
16. After the listing agreement was terminated, Lee & Assoc. never provided to me a list of names of prospective tenants to whom the Property was shown by Lee & Assoc. Not one offer for lease was ever generated by Lee & Assoc.

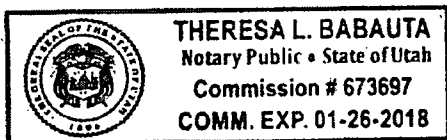
FURTHER AFFIANT SAYETH NAUGHT!

SWORN to before me this 31st
day of August, 2015


Notary Public for Utah

My Commission expires: 01-26-2018


Douglas Durbano



DEFENDANTS' EXHIBIT J

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL DISTRICT
COUNTY OF CHARLESTON	)	CASE NO.: 2014-CP-10-7481
	)	
Lee & Associates Charleston, LLC	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Affidavit of Jeremy Blackburn
	)	
Chicora Gardens Holdings, LLC., Chicora	)	
Life Center, LC., and Jeremy Blackburn	)	
	)	
Defendants.	)	
	)	

Personally appeared before me, Jeremy Blackburn, who, having been duly sworn, does hereby state the following:

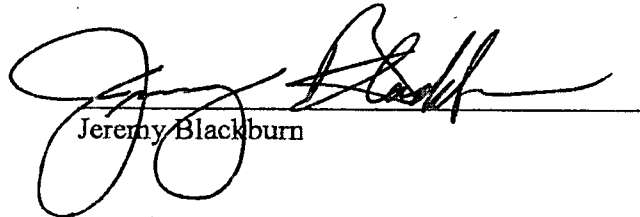
1. I am more than eighteen (18) years old.
2. I have been associated with Chicora Gardens Holdings, LLC, and/or Chicora Life Center, LC ("Chicora") at relevant times herein, and have personal knowledge of the matters of which I state below.
3. Chicora is the owner of certain commercial real property located at 3600 Rivers Avenue, Charleston, South Carolina 29405 ("Property").
4. In early 2014, I was involved in the process of soliciting proposals from potential brokers for marketing of the property. When Lee & Associates Charleston, LLC ("Lee & Assoc.") presented its proposal, it was in the form of a Marketing Plan with several pages highlighting the abilities of Lee & Assoc. The Plan included a marketing action item list and timeline to complete that list.

5. After the listing agreement was signed, I repeatedly inquired as to the status of the action items timeline and the progress of marketing the Property. After the signing of the listing agreement I am not aware of any action item that was completed per the timeline and most were not completed at all.
6. This caused significant frustration to me which I expressed at various times to Lee & Assoc. All that I received in response were verbal assurances that Lee & Assoc. was working hard for Chicora.
7. In contrast to the representation that they were working hard, as of April 4, 2014, Lee & Assoc. acknowledged that it did not yet have signage up at the property. Also, on the same date, Lee & Assoc. acknowledged that it did not yet have the property listed on the MLS. These were both items that Lee & Assoc. represented in the Marketing Plan would be completed in the first week. By this time, it had been over two months.
8. I likewise expressed my frustration to Douglas Durbano and pointed to the lack of any visible marketing by Lee & Assoc. as well as other failures of Lee & Assoc. to live up to its representations regarding the Marketing Plan. More importantly, not even one lease had been secured or even presented by Lee & Assoc.
9. Lee & Assoc. did not provide services that resulted in the procuring of any tenant for the Property or even an offer from a potential tenant.
10. I attended a meeting with the County at which representatives from Lee & Assoc. attempted to attend; however, certain County representatives refused to participate in any personal discussion with Lee & Assoc. representatives, based on a dispute between the two.

11. Several months after Lee & Assoc. removed itself from any involvement with the County, and after detailed and exhaustive negotiations, an agreement was signed with the County.
12. Chicora's lease with the County contains at least five contingencies, and, as of the current date, the County asserts that the contingencies are not all satisfied and, thus, there is not yet an effective date of the agreement between the County and Chicora.
13. The County has yet to take occupancy and has denied any obligation to pay rent.
14. After the listing agreement was terminated, and at no point to date, Lee & Assoc. never provided to me a list of names of prospective tenants to whom the Property was shown by Lee & Assoc. as required in the listing agreement.

FURTHER AFFIANT SAYETH NAUGHT!

SWORN to before me this 2ND
day of ~~August~~, 2015
September
Mary J. Miller
Notary Public for South Carolina
My Commission expires: 2-26-17


Jeremy Blackburn

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Lee & Associates Charleston, LLC)

Plaintiff,)

vs.)

Chicora Gardens Holdings, LLC., Chicora
Life Center, LC., and Jeremy Blackburn)

Defendants.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL DISTRICT
CASE NO.: 2014-CP-10-7481

SECOND MEMORANDUM IN
IN SUPPORT OF THE DEFENDANTS'
MOTION FOR SUMMARY
JUDGMENT

FILED
2015 SEP 28 PM 4:34
JULIE J. ARMSTRONG
CLERK OF COURT
BY

TO: JOSEPH C. WILSON, IV, ATTORNEY FOR THE PLAINTIFF

The Defendants, Chicora Gardens Holdings, LLC, Chicora Life Center, LC ("Chicora") and Jeremy Blackburn ("Blackburn"), by and through their undersigned attorneys, hereby submit this second memorandum in support of its September 3, 2015, Motion for Summary Judgment, which was filed by the Plaintiff, Lee & Associates Charleston, LLC ("Lee"), on August 6, 2014.

FACTS¹

Chicora is the owner of the Old Navy Hospital, located at 3600 Rivers Avenue, in North Charleston ("Hospital"). Chicora and Lee ("Parties") entered into an agency agreement ("Agreement") on February 21, 2014, under which Lee was to assist Chicora in securing a tenant for the Hospital. On June 30, 2014, Chicora and the County of Charleston ("County") agreed to the terms of a contract ("Lease"), under which the County would lease the Hospital for a term of 25 years, at an annual rental amount of \$1,177,044. The County has yet to take occupancy of the Hospital; however, on August 6, 2014, Lee filed a mechanic's lien on the Hospital, pursuant to §

¹ This Motion craves reference documents that have been filed numerous times with this Court, specifically, the agency agreement between the parties, the lease between Chicora and the County of Charleston, the mechanic's lien filed by Lee and the cash bond posted by Chicora.

29-5-21 of the South Carolina Code of Laws, in the amount of \$138,000. On August 29, 2014, Chicora posted a cash bond in the amount of \$174,000. Lee then filed suit on December 8, 2014, asserting that it was entitled to foreclose on this bond in addition to other causes of action. In its Complaint, Lee claimed damages in the amount of \$294,261, half of which (or \$147,130.5) Lee alleged is owed now and the other half being owed when the County takes occupancy of the Hospital. The discrepancy between the amount of Lee's lien and the \$147,130.50 that Lee claims is currently owed is based on the fact that Lee did not have a copy of the Lease when it filed its lien. Lee's overall calculation is based on 1% of all rent for the entire 25-year term of the Lease (i.e., $1\% \times \$29,426,100 = \$294,261$, again, half of which it now claims is owed). The Agreement contains only two sections that quantify Lee's commission, Section 4a. and Section 23. Section 4a states in full,

The Client, upon entering into any lease, agreement, or arrangement granting space to any new tenant during the term of this Agreement, shall pay to Agent a fee calculated at four percent (4.0%) of all fixed base rentals due under the first five (5) years of the initial term plus two percent (2.0%) of all fixed base rentals due under the second five (5) years of the initial term of all such new leases for new tenants based upon the initial term of any such lease, or based upon the initial term of the lease with existing tenants for expansion space, fifty percent (50%) of the above fee to be paid, in cash, at lease or amendment execution, and fifty percent (50%) to be paid in cash upon occupancy by tenant. In all events, it is understood that no fee shall be deemed earned until and unless the lease or other agreement shall have become effective between the tenant and the Client by the execution of a contract or other enforceable instrument. It is agreed that for those existing tenants who during the term of this agreement renew or extend their leases, or who lease additional space, a commission equal to two and one-half percent (2.5%) shall be due Agent, payable at the execution of said renewal, extension, or expansion amendment.

Section 23 states,

Both Client and Agent hereby acknowledge Client has had discussions with potential tenants ("Excluded Entities") for the Property which are set forth on Exhibit "B" attached hereto and made a part hereof. In the event a lease is fully executed with any Excluded Entity on or before October 31, 2014, Client shall pay Agent a commission in accordance with the following schedule:

a) From the Effective Date to April 30, 2014:	50/100 percent (0.50%)
b) From May 1, 2014 to June 30, 2014:	one percent (1%)
c) From July 1, 2014 to August 31, 2014:	one and 50/100 percent (1.50%)
d) From September 1, 2014 to October 31, 2014	two percent (2.0%)
e) After October 31, 2014:	two and 50/100 percent (2.50%)

It is undisputed that the County is on the "Excluded Entities" list and therefore subject to Section 23 of the Agreement. It is furthermore undisputed that the Lease was signed on June 30, 2014, and therefore falls into Subsection B of Section 23 of the Agreement (1% commission).²

APPLICABLE STATUTES

Section 29-5-100 of the South Carolina Code of Laws, titled "Proceedings not invalidated by inaccuracy of statement of account," states, "[n]o inaccuracy in such statement relating to the property to be covered by the lien, if the property can be reasonably recognized, or in stating the amount due for labor or materials shall invalidate the proceedings, *unless it appear that the person filing the certificate has willfully and knowingly claimed more than is his due* (Emphasis added)."

LEGAL ARGUMENTS³

There is no plausible reading or interpretation of the Agreement that justifies the amount of Lee's mechanic's lien, leading to the conclusion that Lee willfully and knowingly claimed more than could have possibly been due. Lee's lien was based on half of 1% of all rents during the entire 25-year term; however, neither Section 4a nor Section 23 calls for a commission based on the entire term of the Lease. Section 4a calls for a commission of four percent of rents due during the first five years of the Lease (i.e., $4\% \times \$5,885,200 = \$235,408.80$) and two percent of rents due during the second five years of the Lease (i.e., $2\% \times \$5,885,200 = \$117,704.40$), for a total of \$353,112.20. If the

² It must be noted that Chicora does not admit that sums mentioned in this section or any sums mentioned in this Motion are actually due. These calculations are meant to assert the argument that Lee knowingly claimed more than could have possibly been due, in violation of § 29-5-100.

³ Again, all calculation are to illustrate what Lee knew at the time it filed its lien, not an admission by Chicora that Lee is entitled to any commission at this point.

County had not been on the "Excluded Entity" list, then Lee's lien would have asserted half of this amount, or \$176,556.60. The County was on the "Excluded Entity" list, so the applicable portion of Section 23 calls for a 1% commission, without reference to any timeframe. The only way to define this 1% is by inserting it in the context of Section 4a., which calls for a percentage of the first five years of rent and another for the second five years of rent. 1% of the first five years rent (i.e., $1\% \times \$5,885,200 = \$58,852$) and 1% of the second five years of rent (i.e., $1\% \times \$5,885,200 = \$58,852$) totals \$117,704. Again, Lee's lien was based on half of the commission it alleged it is now due, or \$58,852 in this scenario. In actuality, this calculation represents the best possible scenario for Lee. If one were to follow the model of Section 4a, then Lee would receive only a half percent on the second five years of rent (i.e., \$29,426), bringing down the amount it could have claimed in its lien. Either way, Lee claimed far more than it was due, a fact that, based on any interpretation of the contract, it knew at the time of filing its lien.

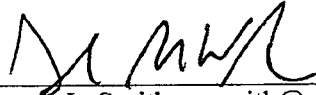
This argument is bolstered by the purpose of Section 23 and the corresponding "Excluded Entities" list, to reduce any commission Lee was to receive in the event that the secured tenant was an entity with whom Chicora had previous discussions. As stated above, the highest commission Lee could have received under the Agreement is \$353,112.20, based on the 4% and 2% model outlined in Section 4a. For illustrative purposes, assume that the County signed the Lease after October 31, 2014, entitling Lee, pursuant to Section 23 of the Agreement, to a 2.5% commission. Under Lee's method of calculating its commission, Lee would be entitled to 2.5% of all rents due during the entire 25-year term of the Lease, or \$735,652.50 ($2.5\% \times \$29,426,100$). It is impossible to interpret the Agreement in this way, as it would put Lee in a better financial position for doing significantly less work. This runs afoul of the purpose of Section 23. Nevertheless, Lee filed a lien based 1% of all rents due during the entire Lease, despite a complete absence of language in the Agreement allowing for such

compensation.

CONCLUSION

There exists no language in the Agreement allowing for Lee to claim 1% of rent due under the entirety of the Lease. At best, Lee could collect 1% of the first ten years of the Lease. More likely, it was even lower. Regardless, there is no conceivable interpretation of the Agreement that would allow for the amount Lee claimed, and Lee knew this at the time it filed its lien. For all of the above-mentioned reasons and pursuant to § 29-5-100, this Court should dissolve Lee's lien, order the Charleston County RMC Office to return Chicora's bond and award Chicora attorney's fees in an amount proportionate to the time spent by its attorneys defending against Lee's lien.

SMITH | CLOSSER, P.A.



Steven L. Smith – ssmith@scnlaw.com

(SC Bar No.: 05173)

Zachary J. Closser – zclosser@scnlaw.com

(SC Bar No.: 74005)

Samuel M. Wheeler – swheeler@scnlaw.com

(SC Bar No.: 101008)

7455 Cross County Road, Suite 1

P.O. Box 40578

Charleston, SC 29423-0578

843-760-0220

Attorneys for the Defendants

September 24, 2015
Charleston, South Carolina

15-015

Associates filed a mechanics lien against the property, and Defendants have bonded off the lien. This action seeks, in part, to collect on that bond.

I. DEFENDANTS ARE NOT ENTITLED TO DISSOLUTION OF PLAINTIFF'S LIEN.

Defendants have offered an array of excuses as to why Plaintiff Lee & Associates is not entitled to a mechanics lien on this Property, and each argument is more frivolous than the next. Put simply, there are no grounds to dissolve Plaintiff's lien.

A. THERE IS EVIDENCE THAT LEE & ASSOCIATES PROVIDED LICENSED SERVICES TO DEFENDANTS THAT RESULTED IN THE PROCUREMENT OF THE CHARLESTON COUNTY LEASE.

Defendants' initial Motion for Summary Judgment seeks to dissolve Plaintiff Lee & Associates' lien on the grounds that it does not comply with the statutory requirements of S.C. Code Ann. § 29-5-21(B)(2)(b), which states:

(2) A real estate licensee shall not acquire a lien under this subsection unless:

...
(b) the real estate licensee or the real estate licensee's affiliated licensees provide licensed services that result, during the term of a written agreement described in item (1) of this subsection, in the procuring of a person or entity that rents or leases the commercial real estate or rents or leases an interest in the commercial real estate upon terms contained in a written agreement described in item (1) of this subsection.

S.C. Code Ann. § 29-5-21.

Defendants argue that there is no evidence that the licensed services provided by Lee & Associates to Defendants resulted in the procurement of the subject Charleston County Lease. This argument is based on an overly broad reading of the statute, which would make it impossible for any real estate agent to utilize the statute, and also a refusal to recognize the

ample evidence that Lee & Associates did in fact provide licensed services that resulted in the procurement of the Charleston County Lease.

First, it should be recognized that “licensed services” is a broadly defined term of art used in the real estate brokerage industry. “Licensed services” are not limited to merely getting a tenant to sign a lease, as Defendants are arguing. For instance, under South Carolina law:

A licensee may offer the following services to a customer **including, but not limited to:**

- (a) identify and show property for sale, lease, or exchange;
- (b) provide real estate statistics and information on property;
- (c) provide pre-printed real estate form contracts, leases, and related exhibits and addenda;
- (d) act as a scribe in the preparation of real estate form contracts, leases, and related exhibits and addenda;
- (e) locate a list of architects, engineers, surveyors, inspectors, lenders, insurance agents, attorneys, and other professionals; and
- (f) identify schools, shopping facilities, places of worship, and other similar facilities on behalf of any of the parties in a real estate transaction.

S.C. Code Ann. § 40-57-137(O)(1) (emphasis added).

Ignoring the broad reach of “licensed services” employed in the mechanics lien statute, Defendants have argued that Lee & Associates is not entitled a lien because it purportedly did not participate in negotiations with Charleston County (Defendants’ Motion, Page 5) or that it purportedly stopped providing services on or around April 4, 2012 (Defendants’ Motion, Pages 5-6). These arguments are both factually and legally wrong.

Legally, as adopted in the South Carolina statute governing realtors cited above, “licensed services” includes all the services that a real estate agent might provide, including showing and marketing the property; providing statistics and information on the property; providing forms, contracts, and leases; acting as a scribe in the preparation of forms, contracts, and leases; identifying appropriate professionals; and providing regional information related to

the property. It is not limited to situations where the agent initially identifies the tenant or seats the tenant at the signing table.

Factually, as amply demonstrated by the emails compiled as Exhibit No. 4 to Plaintiff's Motion for Summary Judgment and further supported by the Affidavit of Robert H. Nuttall, Jr., Exhibit No. 5 hereto, Lee & Associates engaged in a broad array of licensed services that led to the procurement of the Charleston County lease:

1. Defendants demanded that Lee & Associates' agents, Milton Thomas and Bob Nuttall, participate in numerous conference calls to strategize about how to market the property in general, to include which type of tenants to seek, and then specifically marketing to Charleston County and setting rental rates, Exhibit No. 4, Bates No. MSJ-1 to MSJ-2, MSJ-8 to MSJ-9;

2. At the repeated urging of Defendants, Plaintiff Lee & Associates participated in negotiating various aspects of the Charleston County Lease, including the rental rate, Exhibit No. 4, Bates No. MSJ-5 to MSJ-7, MSJ-10 to MSJ 13, MSJ-14 to MSJ-18, MSJ-32, MSJ-35;

3. Defendant Chicora Gardens, and specifically Doug Durbano, repeatedly stated their desire that Bob Nuttall and Milton Thomas participate in negotiations and attend all meetings with Charleston County, Exhibit No. 4, Bates No. MSJ-11, MSJ-14, MSJ-23, MSJ-31, MSJ-46 to MSJ-47;

4. Defendant Chicora Gardens included Plaintiff Lee & Associates on its emails to Charleston County, Exhibit No. 4, Bates No. MSJ-16 to MSJ-18;

5. Plaintiff Lee & Associates met with Charleston County to negotiate the lease, Exhibit No. 4, Bates No. MSJ-33;

6. Plaintiff Lee & Associates prepared a proposal for lease terms, Exhibit No. 4, Bates No. MSJ-42;

7. Defendant Chicora Gardens sought Lee & Associates input on the Lease Proposal being provided to Charleston County, Exhibit No. 4, Bates No. MSJ-49 to MSJ-57, and Lee & Associates provided same, Bates No. MSJ-58 to MSJ-59, MSJ-71;

8. Lee & Associates worked with the appraiser who appraised the property with Durbano's permission shortly after obtaining the listing to understand the comparable properties used to determine the appraiser's recommended lease rate, Nuttall Affidavit, Exhibit No. 5;

9. Lee & Associates met with Charleston County officials to present the landlord's position of wanting a higher rental rate, Nuttall Affidavit, Exhibit No. 5;

10. Lee & Associates met with Charleston County's unofficial adviser, Eric Meyer, to present the landlord's position of wanting a higher rental rate, Nuttall Affidavit, Exhibit No. 5;

11. Lee & Associates worked directly with Chicora, and specifically Doug Durbano and Brent Wilde, to determine what the operating expenses for the building should be in order to determine the net rental rate for the Charleston County lease, Nuttall Affidavit, Exhibit No. 5;

12. Lee & Associates helped draft and edit letters of intent which were sent to Charleston County, Nuttall Affidavit, Exhibit No. 5; and

13. Lee & Associates worked with Chicora on the layouts proposed by Charleston County, pointing out flaws with the way the Charleston County planned to use the lobby of the building, which would severely impact the future leasability of the remainder of the space in the building, Nuttall Affidavit, Exhibit No. 5.

Furthermore, Lee & Associates did in fact also work a considerable amount on this project, to include the Charleston County lease, after April 4, 2014, including the following:

- a. involvement in discussions with the property appraiser to determine appropriate rental rates for the building in general and Charleston County specifically;
- b. conducting showings and/or sending building information to several prospective tenants including Charleston County School District (Jeremy Blackburn was present for this showing), Family Services, Inc., Lowcountry Homeless Coalition, Spiritual Solutions Inc., BCFS (a non-profit health and human services company), and the North Charleston Police Department;
- c. preparing lease proposals to several prospective tenants including the SC Department of Social Services, Charleston County Department of Employment and Workforce, all in addition to continuing to work on the Charleston County lease. Exhibit No. 4, Bates No. MSJ-75 to MSJ-76; Nuttall Affidavit, Exhibit No. 5; Additional post-April 4, 2014 Emails, Exhibit No. 6. Thus there is no question Lee & Associates also continued to provide general licensed services to Defendants after April 4, 2014.

In summary, Defendants are attacking Lee & Associates' right to a lien based on an impossibly restrictive reading of the lien statute combined with a gross misrepresentation of the facts in this case. Based on the attached emails and affidavit, Lee & Associates plainly provided licensed services that resulted in the procurement of the Charleston County Lease, and, as such, Lee & Associates is entitled to a lien and to have it enforced.

B. AT LEAST HALF THE COMMISSION OWED TO LEE & ASSOCIATES IS DUE UPON SIGNING OF THE LEASE.

Defendants have also alleged that Lee & Associates was premature in filing their lien. Of course, Defendants offer no legal grounds supporting this argument because there are no such statutory limits on the filing of a mechanics lien.

From a factual standpoint, Defendants are also being highly deceptive with the Court. The Exclusive Agency Agreement, Exhibit No. 1 to Plaintiffs' Motion for Summary Judgment,

is quite clear that 50% of the commission owed to Plaintiffs is earned at the time a lease is executed. Exclusive Agency Agreement, Paragraph 4(a), Exhibit No. 1. The language is plain and unambiguous, and Defendants are fully aware of it. It is confusing as to why Defendants would continue to ignore the plain provisions of the agreement they signed.

C. THERE IS EVIDENCE SUPPORTING LEE & ASSOCIATES' CALCULATION OF THE COMMISSION AND LIEN AMOUNT.

In a last minute bid to attack Lee & Associates' lien, Defendants have filed a Second Memorandum in Support of their Motion for Summary Judgment arguing that Lee & Associates have violated S.C. Code Ann. § 29-5-100, which is informatively titled "Proceedings not invalidated by inaccuracy of statement of account," and which states:

No inaccuracy in such statement relating to the property to be covered by the lien, if the property can be reasonably recognized, or in stating the amount due for labor or materials shall invalidate the proceedings, unless it appear that the person filing the certificate has wilfully and knowingly claimed more than is his due.

S.C. Code Ann. § 29-5-100.

Under South Carolina law, a court cannot dissolve a lien if the claimant makes a prima facie showing for filing the lien or if the amount owed depends upon which of the parties' allegations are to be believed. Sea Pines Co. v. Kiawah Island Co., 268 S.C. 153, 232 S.E.2d 501 (1977); Black v. Haile, 270 S.C. 93, 240 S.E.2d 646 (1978). The statutory authority to dissolve a lien is only available when there is no genuine issue of material fact. Cobb v. Maccaro, 310 S.C. 303, 305-06, 423 S.E.2d 156, 157 (Ct. App. 1992). A lien may only be invalidated under this Section on the grounds that the lienholder *wilfully and knowingly* submitted an inflated claim, a determination that can only be made at trial.

As an initial matter, it should be noted that Defendants refused to provide Lee & Associates with the Charleston County Lease. In order to comply with statutory deadlines, Lee

& Associates had to file its mechanics lien prior to receipt of the lease (which it eventually obtained through a Freedom of Information Act request to Charleston County). Thus, any issues concerning the lien amount were created by Defendants' own unjustified refusal to provide the Charleston County Lease to its exclusive agent. Defendants' refusal to provide its agent with the Charleston County Lease certainly casts doubt upon any claim that Lee & Associates acted willfully and knowingly in inflating the lien amount.

This issue is nothing more than a dispute regarding the commission owed. Section 23 of the Exclusive Agency Agreement, Exhibit No. 1 to original Motion, clearly states that Lee & Associates is entitled to a 1% commission for any lease entered with an "Excluded Entity" from May 1, 2014 to June 30, 2014. Charleston County is included in the Excluded Entity List of Exhibit B to the Exclusive Agency Agreement. Defendants entered a lease with Charleston County on June 30, 2014, entitling Lee & Associates to a 1% commission.

The twenty-five (25) year Charleston County Lease provided for base rent of \$12.00 per square foot and 98,087 square feet of leased space for a rent of \$1,177,044.00 per year. Based on the foregoing, Defendants owe Lee & Associates \$294,261.00 (25 years x \$1,177,044.00 per year x 1% commission) in commissions on the Charleston County Lease, 50% of which is due and owing as of June 30, 2014 and 50% of which is due and owing upon occupancy. Since it appears that Charleston County has not occupied the premises to date, the lien amount was based on 50% of the commission owed, or \$147,130.50.

The original Verified Statement of Account incorporated into the mechanics lien and prepared without benefit of the Charleston County Lease, calculated this amount at \$138,000, less than the actual commission owed. In addition, Lee & Associates has incurred substantial litigation costs, including attorney fees, and interest on the lien. Accordingly, Lee & Associates

provided an Amended Verified Statement, Exhibit No. 3 to Motion for Summary Judgment, setting out the corrected commission amount of \$147,130.50, plus claiming attorney's fees of \$49,815.00 and litigation costs of \$4,503.35, bringing the total loss to date of \$201,448.85. This is far in excess of the original lien of \$138,000, and the bond amount of \$179,400.00.

Although it is difficult to fully understand, it appears that Defendants are arguing that the commission amount cannot be claimed for the entire 25 year span of the lease. This is not correct, or is at least an issue of fact, for several reasons. First, the commission amount for Excluded Entities, including Charleston County, is set out in Section 23 of the Exclusive Agency Agreement. Section 23 puts no limits on the term of the lease for calculating the commission. Accordingly, Lee & Associates is entitled to a commission on all rent due under the Charleston County Lease.

Defendants' efforts to incorporate the terms of Section 4(a) of the Exclusive Agency Agreement, which put some limitations on the lease terms in calculating the commission, into Section 23 are unavailing. Section 4(a) sets the commissions for non-Excluded Entities at 4% for the first five years of the lease and 2% of the second five years of the lease. First, this limitation and stepping down of rates is not incorporated into Section 23 governing Excluded Entities in any way. Second, this stepping down of commission rates in Section 4(a) is not compatible with the flat rate negotiated for Excluded Entities in Section 23. Defendants cannot explain how the two methods of calculation can be harmonized. Third, Section 4(a) also provides commissions for lease extensions, indicating that the parties understood that Lee & Associates would receive commissions on all tenants for all term lengths.

In short, there is at least a genuine issue of fact concerning the commission owed by Defendants to Lee & Associates, and that commission and lien amount remains open to a two-

fold increase should Charleston County occupy the premises. Certainly, there is no evidence that Lee & Associates willfully and knowingly mis-stated the lien amount. Accordingly, Defendants have presented no grounds for dissolution of the lien as a matter of law.

II. DEFENDANTS ARE NOT ENTITLED TO SUMMARY JUDGMENT ON LEE & ASSOCIATES' DEFAMATION CLAIM.

After refusing to provide its agent with the Charleston County Lease and after refusing to pay its agent one cent on the commission it was owed, Defendants compounded their breaches by sending a highly inflammatory and defamatory email to third parties for the sole purpose of damaging Lee & Associates' reputation. Blackburn Email, Exhibit No. 7. Even though the email simply addressed the disputed commission between the parties, inexplicably Mr. Blackburn sent it to the Mayor of North Charleston and to Charleston County. The email included such defamatory remarks as:

1. the lien was wrongful;
2. Lee & Associates had breached the Exclusive Agency Agreement in numerous ways;
3. the lien was preventing a new loan from being made (the lien was in fact bonded off three days later);
4. Lee & Associates had undisclosed conflicts of interest;
5. Defendants properly terminated the Exclusive Agency Agreement; and
6. Lee & Associates "took no part in" the acquisition of the Charleston County Lease.

The tort of defamation allows a plaintiff to recover for injury to her reputation as the result of the defendant's communication to others of a false message about the plaintiff. Holtzscheiter v. Thomson Newspapers, Inc., 332 S.C. 502, 508, 506 S.E.2d 497, 501 (1998).

The defamatory meaning of a message or statement may be obvious on the face of the statement, in which case the statement is defamatory *per se*. Id. If a defamation is actionable *per se*, then under common law principles the law presumes the defendant acted with common law malice and that the plaintiff suffered general damages. Id.

To prove defamation, a plaintiff must show (1) a false and defamatory statement was made; (2) the unprivileged publication was made to a third party; (3) the publisher was at fault; and (4) either actionability of the statement irrespective of special harm or the existence of special harm caused by the publication. Banks v. St. Matthew Baptist Church, 406 S.C. 156, 161, 750 S.E.2d 605, 607 (2013).

First, Defendants argue that there is no evidence that Blackburn's statements tended to harm the reputation of Lee & Associates or lower it in the estimation of the community or to deter third persons from associating with Lee & Associates. A plain reading of Blackburn's email shows that, in fact, the primary purpose of the email was to damage Lee & Associate's reputation and deter others from associating with Lee & Associates. Blackburn's purportedly more conciliatory language cited in the motion does not alter the central message of the email. Certainly, this is an issue of fact.

Second, Defendants argue that Blackburn's statements were all true. Defendants address statements made in Blackburn's email, such as his purported effort to negotiate with Lee & Associates, that are not the focus of Lee & Associates' claim. Defendants fail to present any evidence that:

1. the lien was wrongful;
2. Lee & Associates had breached the Exclusive Agency Agreement in numerous ways;

3. the lien was preventing a new loan from being made (the lien was in fact bonded off three days later);
4. Lee & Associates had undisclosed conflicts of interest;
5. Defendants properly terminated the Exclusive Agency Agreement; and
6. Lee & Associates “took no part in” the acquisition of the Charleston County Lease.

The stack of emails provided by Lee & Associates as Exhibit No. 4 and demonstrating Lee & Associates’ broad array of licensed services provided to Defendants in the acquisition of the Charleston County Lease alone, not to mention all the other prospects with whom Lee & Associates worked, provide ample evidence contradicting Blackburn’s statements. Again, this is a plain issue of fact for trial.

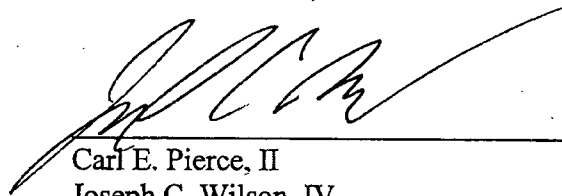
Finally, Defendants argue that Blackburn’s statements were conditionally privileged, an affirmative defense to a claim of defamation. Blackburn’s statements clearly do not qualify for any privilege because they were sent to the Mayor of North Charleston and Charleston County, neither of which have an interest in the dispute between the parties over the commission. Murray v. Holnam, Inc., 344 S.C. 129, 140-41, 542 S.E.2d 743, 749 (Ct. App. 2001) (“A communication made in good faith on any subject matter in which the person communicating has an interest or duty is qualifiedly privileged if made to a person with a corresponding interest or duty even though it contains matter which, without this privilege, would be actionable.”). Furthermore, as admitted by Defendants, the question of whether any qualified privilege is lost due to the manner of its exercise is an issue of fact to be determined at trial. Id. (“Whether the publication went too far beyond what the occasion required, resulting in the loss of the qualified privilege, is a question for the jury.”).

Defendants' motion acts as nothing more than repeatedly asserting that Blackburn was justified in sending a blatantly defamatory email to the City of North Charleston and Charleston County. The content of the email makes clear, or at least creates an issue of fact, that Blackburn acted with malice and with the intent of damaging Lee & Associates' reputation. Accordingly, Defendants' motion for summary judgment on Lee & Associates' defamation claim should be denied.

CONCLUSION

The issues raised in Defendants' Motion for Summary Judgment all involve issues of fact for determination after a trial. Accordingly, Lee & Associates would ask that the Court deny Defendants' Motion for Summary Judgment.

PIERCE, HERNS, SLOAN & WILSON, LLC



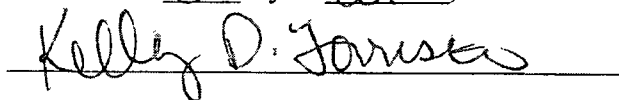
Carl E. Pierce, II
Joseph C. Wilson, IV
Kristen B. Fehsenfeld
321 East Bay Street (29401)
PO Box 22437 (29413)
Charleston, South Carolina
843-722-7733/843-722-7732 fax
Attorneys for Lee & Associates Charleston, LLC

10/5, 2015
Charleston, South Carolina

CERTIFICATE OF SERVICE

I certify that on this date a copy of the foregoing was served on each party or counsel of record by mail or hand delivered in the manner prescribed by the applicable Rule of Civil Procedure.

This 5 day of Oct., 2015



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
LEE & ASSOCIATES CHARLESTON,)
LLC,)
)
Plaintiff,)
)
v.)
)
CHICORA GARDENS HOLDINGS,)
LLC, CHICORA LIFE CENTER, LC and)
JEREMY BLACKBURN,)
)
Defendants.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2014-CP-10-7481

**AFFIDAVIT OF ROBERT H.
NUTTALL, JR.**

**AFFIDAVIT OF ROBERT H.
NUTTALL, JR.**

4. Lee & Associates provided a wide array of licensed services to Chicora Gardens Holdings that resulted in the procurement of a lease of the Property with Charleston County.



These services included:

5. Defendants demanded that Lee & Associates' agents, Milton Thomas and I, participate in numerous conference calls to strategize about how to market the property in general, to include which type of tenants to seek, and then specifically marketing to Charleston County and setting rental rates.
6. At the repeated urging of Defendants, Plaintiff Lee & Associates participated in negotiating various aspects of the Charleston County Lease, including the rental rate.
7. Defendant Chicora Gardens, and specifically Doug Durbano, repeatedly stated its desire that Milton Thomas and I participate in negotiations and attend meetings with Charleston County.
8. Defendant Chicora Gardens included Plaintiff Lee & Associates on its emails to Charleston County.
9. Plaintiff Lee & Associates met with Charleston County to negotiate the lease.
10. Plaintiff Lee & Associates prepared a proposal for lease terms.
11. Defendant Chicora Gardens sought Lee & Associates input on the Lease Proposal being provided to Charleston County, and Lee & Associates provided same.
12. Lee & Associates worked with the appraiser who appraised the property with Durbano's permission shortly after obtaining the listing to understand the comparable properties used to determine the appraiser's recommended lease rate.
13. Lee & Associates met with Charleston County officials to present the landlord's position of wanting a higher rental rate.
14. Lee & Associates met with Charleston County's unofficial adviser, Eric Meyer, to present the landlord's position of wanting a higher rental rate.

15. Lee & Associates worked directly with Chicora, and specifically Doug Durbano and Brent Wilde, to determine what the operating expenses for the building should be in order to determine the net rental rate for the Charleston County lease.

16. Lee & Associates helped draft and edit letters of intent which were sent to Charleston County.

17. Lee & Associates worked with Chicora on the layouts proposed by Charleston County, pointing out flaws with the way the Charleston County planned to use the lobby of the building which would severely impact the future leasability of the remainder of the space in the building.

18. Defendants have suggested that Lee & Associates did not work on the Charleston County Lease after April 4, 2014. This is not the case. While not only continuing to work on the Charleston County lease well after April 4, 2014, Lee & Associates did in fact also spend considerable time working with others on this project after April 4, 2014, including the following: involvement in discussions with the property appraiser to determine appropriate rental rates for the building in general and Charleston County specifically; conducting showings and/or sending building information to several prospective tenants including Charleston County School District (Jeremy Blackburn was present for this showing); Family Services, Inc.; Lowcountry Homeless Coalition; Spiritual Solutions Inc.; BCFS (a non-profit health and human services company); and the North Charleston Police Department; preparing lease proposals to several prospective tenants including: SC Department of Social Services; Charleston County Department of Employment and Workforce; again, all in addition to continuing to work on the Charleston County lease, and well after April 4, 2014. Thus there is no question Lee & Associates also continued to provide general licensed services to Defendants after April 4, 2014.

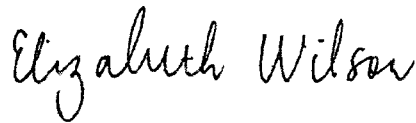
FURTHER AFFIANT SAYETH NOT.



Robert H. Nuttall, Jr.

SWORN to before me this
5 day of October, 2015

NOTARY PUBLIC OF SOUTH CAROLINA
MY COMMISSION EXPIRES: 12/14/19



From: Bob Nuttall Jr.
To: paul@paulkmoore.com
Cc: Milton Thomas
Subject: FW: Navy Hospital
Date: Monday, April 07, 2014 3:57:22 PM
Attachments: [Image001.jpg](#)
[2155 Eagle Drive.pdf](#)
[Image010.jpg](#)
[Image011.jpg](#)
[Image012.jpg](#)
[Image013.jpg](#)

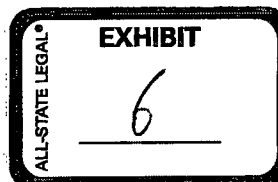
Paul,

Thanks for your time this morning to discuss the Navy Hospital property and its potential in the marketplace. We understand a large factor in your appraisal is the potential positive impact the planned amenities (library, museum, parks, grocery store, etc.) would have, and that the recommended rates assumed a fair amount of those amenities were in place. As we mentioned, there is a pretty big delta between the appraised value and what the county is willing to pay. Our objective is to do whatever we can to secure the county deal at the property.

If that doesn't happen, our biggest concern is the immediate neighborhood and the negative impact that could have on the market's perception of this property. Location (other than the surrounding neighborhood) and access are good, but the question is will that be enough to overcome the location given it is surrounded by razor wire, etc. Thus we think securing the county deal is critical to the overall success of the asset and its ownership group and we believe it would be a shame to lose that deal.

As discussed, below is some information on several of the comps referenced in the appraisal, plus some additional information. Please let us know what, if any, impact this information has on the lease values recommended in the appraisal.

- 1) Rivergate Center: average triple net rate for this 100% occupied building is \$11.48/SF/year. This building has great access to the interstate and as an added bonus has visibility and frontage in the Interstate as well.
- 2) Cross Creek: average triple net rate for this 100% occupied building was \$26.58/SF/year in June, 2012, the last month for which we have data since the property was sold earlier in 2012.
- 3) Corporate Square I: average full service rent for this 86% occupied building is presently \$16.15/SF/year (when calculated on occupied SF and annualizing the March, 2014 rent).
- 4) Corporate Square II: average full service rent for this 81% occupied building is presently \$15.40/SF/year (when calculated on occupied SF and annualizing the March, 2014 rent).



- 5) Ashley Center: average full service rent for this 84% occupied building is presently \$19.58/SF/year (when calculated on occupied SF and annualizing the March, 2014 rent).

In addition, please note:

- 1) In January, 2014 we leased 4340 Corporate (40,000 SF) to Boeing. Four year term, \$10.00/SF/year triple net rate with \$5.00/SF improvement allowance. Expenses are estimated to be about \$8.40/SF/year.
- 2) The attached flyer is for an 81,600 SF building on Eagle Drive (just off Rivers between Aviation and Ashley Phosphate) is presently listed for \$8.00/SF/year modified gross. It will need a "significant upfitting" as you also recommend for the Navy Hospital building but it is the single best competitor for the Navy Hospital on the market in our opinion. None of us likes the rate but it has good access plus visibility from I-26, and 466 dedicated parking spaces (Navy Hospital as about twice that for about four times the space).
- 3) The county has suggested the old North Charleston city hall at 4900 LaCross Road is a comp that should be factored in as well. A division of Amazon leased the entire building. It was tired and needed some upfit, but so does the Navy Hospital. I am told that building was in the \$10.00/SF/year range.

Please call Milton or me should you have any questions or wish to discuss any of the above.

Thanks!

All His Best,

Bob

Robert H. Nuttall Jr., SIOR, CPM | Principal
Lee & Associates | Charleston

Direct: 843.747.2333

Cell: 843.367.8255

Main: 843.747.1200

Fax: 843.747.1070

126 Seven Farms Dr., Ste 110

Charleston, SC 29492



A member of the Lee & Associates Group of Companies



2155 Eagle Drive

North Charleston, SC 29406



Features

- Excellent visibility and frontage to I-26
- Outstanding Parking Ratios
- Building signage available
- Located just North of I-526 with convenient access to I-26

Featured Property:

\$1,600 RSE

2155 Eagle Drive

North Charleston, SC 29406



SLOSBURG
REAL ESTATE

10040 Regency Circle
Omaha, NE

402.391.7900

WWW.SLOSBURG.COM

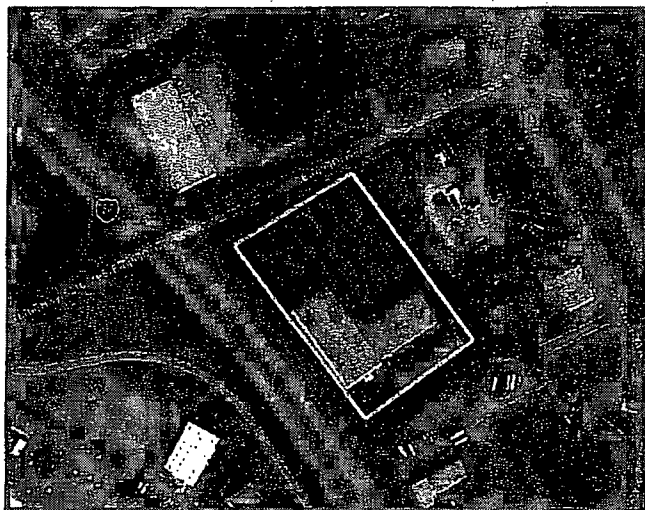
2155 Eagle Drive

North Charleston, SC 29406

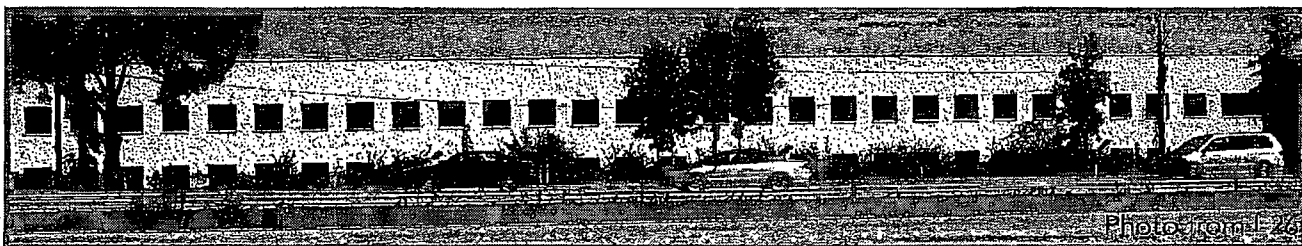
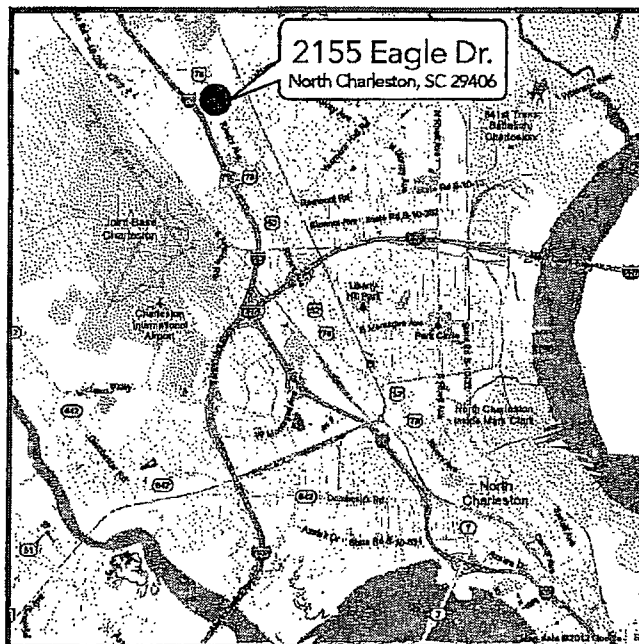
Building Information

Square Feet: 81,600 RSF
 1st Floor: 50,915 RSF
 2nd Floor: 30,685 RSF
 Year Built: 1984 & 1985
 Structure: Steel frame & block
 Roof: EPDM
 Site Size: ~ 7 +/- acres
 Parking: 466 spaces
 Sprinklers: Wet system
 Elevators: 1 in Main Lobby

Dock Highs: Two 8' x 8' x 4' high doors
 accessing the mail room
 Ceiling Heights: 9'
 Ceiling Ht. at joist: 13'
 Power Capacity: 28 panels, 11 are 277/480
 17 are 120/208
 2000 amps, 480 volts AC
 100,000 short circuit
 current rating
 Lease Rate: \$8 psf, MG
 Intersection: Eagle Drive & I-26



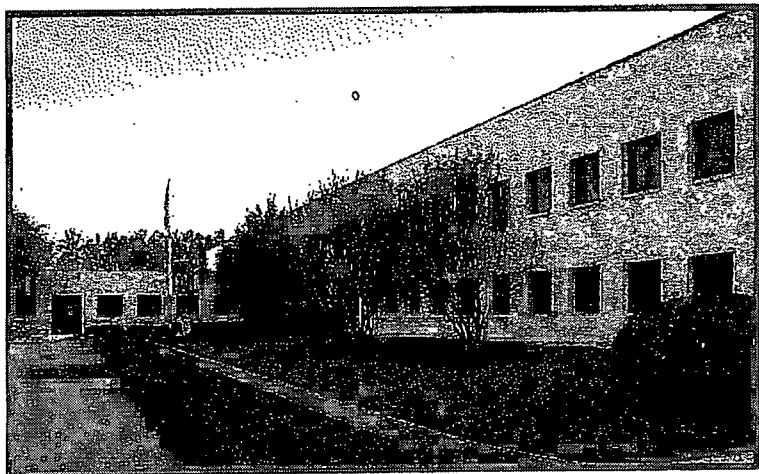
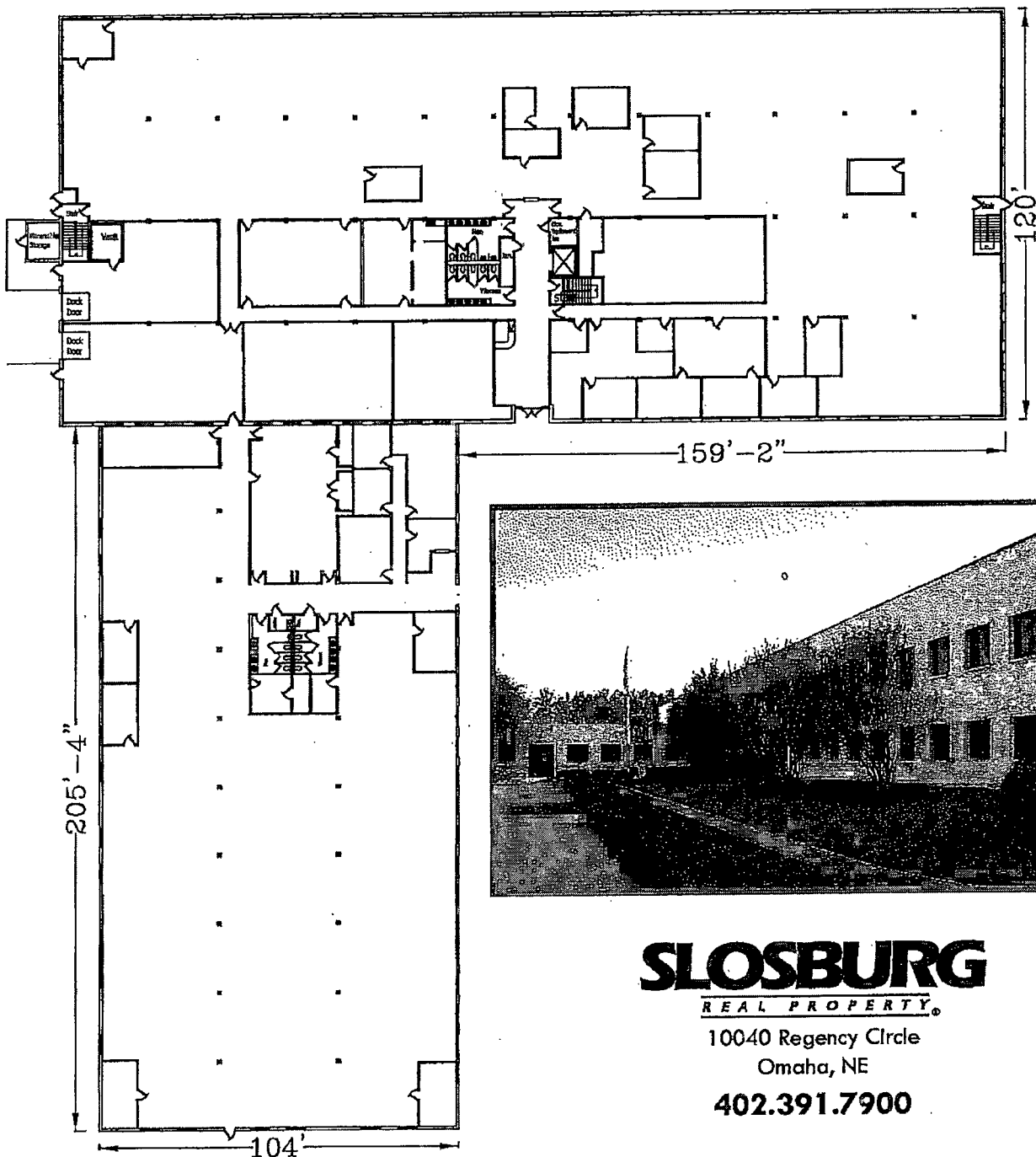
Easy access from I-26
 and Rivers Ave



2155 Eagle Drive

North Charleston, SC 29406

1st Floor



SLOSBURG

REAL PROPERTY

10040 Regency Circle
Omaha, NE

402.391.7900

From: Bob Nuttall Jr.
To: Jeremy Blackburn
Cc: Milton Thomas
Subject: Re: Term Sheet
Date: Wednesday, May 07, 2014 7:48:45 AM
Attachments: ~WRD000.jpg
image001.jpg

I reached out to him last week but he already completed the appraisal and turned it in.

Thanks!

All His best,

Bob

Robert H. Nuttall, Jr., SIOR, CPM
Lee & Associates Charleston
843.747.2333 office
843.367.8255 mobile
People First, Properties Second

Sint while dri--ving; pleeze fergive spellin errors.

On May 7, 2014, at 7:19 AM, "Jeremy Blackburn" <jblackburn@titanatlas.com> wrote:

Were you ever able to speak with the appraiser?

Jeremy

From: Emory Ware [<mailto:Emory.Ware@parksterlingbank.com>]
Sent: Monday, May 05, 2014 12:01 PM

To: 'Brent Wilde'
Cc: doug@durbanolawfirm.com
Subject: RE: Term Sheet

Brent,

I talked this morning to my Credit Partner, I think we are going to preflight the deal again with the full committee on Thursday. I will circle back with you then. I did receive the appraisal, the amount 8,850,000. The appraiser did not have the benefit of talking with Lee and Associates

J. Emory Ware

South Carolina Coastal Regional President

140 East Bay Street

Charleston, SC 29401

843-714-2189/O

843-714-2232/F

843-991-1584/C

Emory.Ware@parksterlingbank.com

From: Brent Wilde [mailto:bwilde@antioncapital.com]

Sent: Friday, May 02, 2014 12:13 PM

To: Emory Ware

Cc: doug@durbanolawfirm.com

Subject: RE: Term Sheet

Emory, thanks for taking the time to talk to us. One thing that might make a difference in the presentation is that the money we wish to take out is to pay back Antion Capital, a hard money lender. The money will not be distributed to all of the partners rather it will be used to pay back a loan it took with Antion capital.

Thanks,

BRENT WILDE

Chief Financial Officer

<image001.jpg>

www.antlioncapital.com

476 W Heritage Parkway Blvd.

Layton, Utah 84041

Office: [801-776-1111](tel:801-776-1111)

Cell: [801-388-2670](tel:801-388-2670)

From: Emory Ware [<mailto:Emory.Ware@parksterlingbank.com>]

Sent: Thursday, May 01, 2014 10:18 AM

To: 'Brent Wilde'

Cc: doug@durbanolawfirm.com; Jeremy Blackburn

Subject: RE: Term Sheet

Brent,

We have discussed the wording you anticipate in the lease and we will be ok with this.

The issue on the loan amount is the cash flow coverage, not as much with the LTC. The coverage ratio of 1:30 is a minimum, a larger loan would not meet this threshold. Once you get additional leases, we can address some level of cash out, but this would be based on a similar cash flow coverage.

We can discuss further if you would like.

J. Emory Ware

South Carolina Coastal Regional President

140 East Bay Street

Charleston, SC 29401

843-714-2189/O

843-714-2232/F

843-991-1584/C

Emory.Ware@parksterlingbank.com

From: Brent Wilde [mailto:bwilde@antioncapital.com]
Sent: Thursday, May 01, 2014 11:55 AM
To: Emory Ware
Cc: doug@durbanolawfirm.com; Jeremy Blackburn
Subject: Term Sheet

Emory, couple of items:

Under "Other Conditions" item 1 says that the terms must be at least 10 years and "with no outs to the state, local government or federal government." Our lease, which I think we already discussed, has an earlier termination clause which all state and local governments in SC by law must have based non-appropriation of funds. Would this this meet the criteria in the Other Conditions. I believe that in our earlier discussions you said that this is normal and expected and that you have dealt with this before.

Is there any way to increase the loan amount with a higher LTC? The 70% is a little low. We are hoping that we could get \$1 million back and leave our equity at \$2 million. Currently I read the term sheet that we will be able to get out about \$570,000. If we could get the LTC to 75% I think we could get the amount we take out to be at \$1,025,000. This would preferable.

Also we may have a lease, in additiion to the county, from Fetter Health Care Network soon for about 15,000 to 16,000 rentable sqft with a 13.00 rate NNN. The attorney for Fetter has already reviewed the lease with a few chagnes and is now going to discuss with their board. did you get the appriasal back?

Thanks,

BRENT WILDE

Chief Financial Officer

<image001.jpg>

www.antoncapital.com

476 W Heritage Parkway Blvd.

Layton, Utah 84041

Office: 801-776-1111

Cell: 801-388-2670

From: Emory Ware [<mailto:Emory.Ware@parksterlingbank.com>]

Sent: Thursday, May 01, 2014 7:47 AM

To: 'Brent Wilde'

Subject: RE: Info

Brent,

Attached is the latest term sheet, based on the expected lease from the County....we are still working through final approval and waiting on the appraisal.

Please let me know if you have any questions.

Emory

J. Emory Ware

South Carolina Coastal Regional President

140 East Bay Street

Charleston, SC 29401

843-714-2189/O

843-714-2232/F

843-991-1584/C

Emory.Ware@parksterlingbank.com

From: Brent Wilde [mailto:bwilde@antioncapital.com]
Sent: Wednesday, April 30, 2014 5:29 PM
To: Emory Ware
Subject: Info

8237

Thanks,

BRENT WILDE

Chief Financial Officer

<image001.jpg>

www.antfoncapital.com

476 W Heritage Parkway Blvd.

Layton, Utah 84041

Office: 801-776-1111

Cell: 801-388-2670



This email is free from viruses and malware because avast! Antivirus protection is active.

This message is intended only for specified recipients. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited. Security Warning: This message is being sent over an unsecured medium (the Internet). Recipients should not reply to this message with sensitive or confidential information. If the need arises to communicate sensitive or confidential information, please contact sender for instructions. If you received this email in error, please immediately notify postmaster@parksterlingbank.com.



This email is free from viruses and malware because avast! Antivirus protection is active.

This message is intended only for specified recipients. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited. Security Warning: This message is being sent over an unsecured medium (the Internet). Recipients should not reply to this message with sensitive or confidential information. If the need arises to communicate sensitive or confidential information, please contact sender for instructions. If you received this email in error, please immediately notify postmaster@parksterlingbank.com.



This email is free from viruses and malware because avast! Antivirus protection is active.

This message is intended only for specified recipients. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited. Security Warning: This message is being sent over an unsecured medium (the Internet). Recipients should not reply to this message with sensitive or confidential information. If the need arises to communicate sensitive or confidential information, please contact sender for instructions. If you received this email in error, please immediately notify postmaster@parksterlingbank.com.

From: Jeremy Blackburn
To: Bob Nuttall Jr.
Cc: Milton Thomas; Brent wilde; Douglas Durbano
Subject: Re: Term Sheet
Date: Wednesday, May 07, 2014 7:50:43 AM

I am thinking he is going to have to redo the appraisal. It was ridiculously low. Salvage value basically.

Did he ask you for any information?

Any update on the DSS RFP or feedback from your potential tenant from last week?

Jeremy Blackburn
Chief Executive Officer
Titan Atlas Global LC
4280 Pace Street
North Charleston, SC 29405
Office: (843) 225-6230
Office Direct: (843) 225-6226
www.titanatlas.com

On Wed, May 7, 2014 at 7:48 AM, Bob Nuttall Jr. <bnuttall@lee-associates.com> wrote:
I reached out to him last week but he already completed the appraisal and turned it in.

Thanks!

All His best,

Bob

Robert H. Nuttall, Jr., SIOR, CPM
Lee & Associates Charleston
843.747.2333 office
843.367.8255 mobile
People First, Properties Second

Sint while dri—ving; pleeze fergive spellin errors.

On May 7, 2014, at 7:19 AM, "Jeremy Blackburn" <jblackburn@titanatlas.com> wrote:

Were you ever able to speak with the appraiser?

Jeremy

From: Emory Ware [mailto:Emory.Ware@parksterlingbank.com]

Sent: Monday, May 05, 2014 12:01 PM

To: 'Brent Wilde'

Cc: doug@durbanolawfirm.com

Subject: RE: Term Sheet

Brent,

I talked this morning to my Credit Partner, I think we are going to preflight the deal again with the full committee on Thursday. I will circle back with you then. I did receive the appraisal, the amount 8,850,000. The appraiser did not have the benefit of talking with Lee and Associates

J. Emory Ware

South Carolina Coastal Regional President

140 East Bay Street

Charleston, SC 29401

843-714-2189/O

843-714-2232/F

843-991-1584/C

Emory.Ware@parksterlingbank.com

From: Brent Wilde [mailto:bwilde@antioncapital.com]

Sent: Friday, May 02, 2014 12:13 PM

To: Emory Ware
Cc: doug@durbanolawfirm.com
Subject: RE: Term Sheet

Emory, thanks for taking the time to talk to us. One thing that might make a difference in the presentation is that the money we wish to take out is to pay back Antion Capital, a hard money lender. The money will not be distributed to all of the partners rather it will be used to pay back a loan it took with Antion capital.

Thanks,

BRENT WILDE

Chief Financial Officer

<image001.jpg>

www.antoncapital.com

476 W Heritage Parkway Blvd.

Layton, Utah 84041

Office: [801-776-1111](tel:801-776-1111)

Cell: [801-388-2670](tel:801-388-2670)

From: Emory Ware [<mailto:Emory.Ware@parksterlingbank.com>]

Sent: Thursday, May 01, 2014 10:18 AM

To: 'Brent Wilde'

Cc: doug@durbanolawfirm.com; Jeremy Blackburn

Subject: RE: Term Sheet

Brent,

We have discussed the wording you anticipate in the lease and we will be ok with this.

The issue on the loan amount is the cash flow coverage, not as much with the LTC. The coverage ratio of 1:30 is a minimum, a larger loan would not meet this threshold. Once you get additional leases, we can address some level of cash out, but this would be based on a similar cash flow coverage.

We can discuss further if you would like.

J. Emory Ware

South Carolina Coastal Regional President

140 East Bay Street

Charleston, SC 29401

843-714-2189/O

843-714-2232/F

843-991-1584/C

Emory.Ware@parksterlingbank.com

From: Brent Wilde [<mailto:bwilde@antioncapital.com>]

Sent: Thursday, May 01, 2014 11:55 AM

To: Emory Ware

Cc: doug@durbanolawfirm.com; Jeremy Blackburn

Subject: Term Sheet

Emory, couple of items:

Under "Other Conditions" item 1 says that the terms must be at least 10 years and "with no outs to the state, local government or federal government." Our lease, which I think we already discussed, has an earlier termination clause which all state and local governments in

SC by law must have based non-appropriation of funds. Would this meet the criteria in the Other Conditions. I believe that in our earlier discussions you said that this is normal and expected and that you have dealt with this before.

Is there any way to increase the loan amount with a higher LTC? The 70% is a little low. We are hoping that we could get \$1 million back and leave our equity at \$2 million. Currently I read the term sheet that we will be able to get out about \$570,000. If we could get the LTC to 75% I think we could get the amount we take out to be at \$1,025,000. This would be preferable.

Also we may have a lease, in addition to the county, from Fetter Health Care Network soon for about 15,000 to 16,000 rentable sqft with a 13.00 rate NNN. The attorney for Fetter has already reviewed the lease with a few changes and is now going to discuss with their board. Did you get the appraisal back?

Thanks,

BRENT WILDE

Chief Financial Officer

<image001.jpg>

www.antoncapital.com

476 W Heritage Parkway Blvd.

Layton, Utah 84041

Office: 801-776-1111

Cell: 801-388-2670

From: Emory Ware [<mailto:Emory.Ware@parksterlingbank.com>]

Sent: Thursday, May 01, 2014 7:47 AM

To: 'Brent Wilde'

Subject: RE: info

Brent,

Attached is the latest term sheet, based on the expected lease from the County....we are still working through final approval and waiting on the appraisal.

Please let me know if you have any questions.

Emory

J. Emory Ware

South Carolina Coastal Regional President

140 East Bay Street

Charleston, SC 29401

843-714-2189/O

843-714-2232/F

843-991-1584/C

Emory.Ware@parksterlingbank.com

From: Brent Wilde [mailto:bwilde@antioncapital.com]

Sent: Wednesday, April 30, 2014 5:29 PM

To: Emory Ware

Subject: info

8237

Thanks,

BRENT WILDE

Chief Financial Officer

<image001.jpg>

www.antoncapital.com

476 W Heritage Parkway Blvd.

Layton, Utah 84041

Office: [801-776-1111](tel:801-776-1111)

Cell: [801-388-2670](tel:801-388-2670)

<~WRD000.jpg>

This email is free from viruses and malware because [avast! Antivirus](#) protection is active.

This message is intended only for specified recipients. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited. Security Warning: This message is being sent over an unsecured medium (the Internet). Recipients should not reply to this message with sensitive or confidential information. If the need arises to communicate sensitive or confidential information, please contact sender for instructions. If you received this email in error, please immediately notify postmaster@parksterlingbank.com.

<~WRD000.jpg>

This email is free from viruses and malware because [avast! Antivirus](#) protection is active.

This message is intended only for specified recipients. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited. Security Warning: This message is being sent over an unsecured medium (the Internet). Recipients should not reply to this message with sensitive or confidential information. If the need arises to communicate sensitive or confidential information, please contact sender for instructions. If you received this email in error, please immediately notify postmaster@parksterlingbank.com.

<~WRD000.jpg>

This email is free from viruses and malware because [avast! Antivirus](#) protection is active.

This message is intended only for specified recipients. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited. Security Warning: This message is being sent over an unsecured medium (the Internet). Recipients should not reply to this message with sensitive or confidential information. If the need arises to communicate sensitive or confidential information, please contact sender for instructions. If you received this email in error, please immediately notify postmaster@parksterlingbank.com.

From: Jeremy Blackburn [<mailto:jb@chicoragarden.com>]
Sent: Monday, August 18, 2014 4:01 PM
To: mthomas@lee-associates.com; bnuttall@lee-associates.com
Cc: doug@durbanolawfirm.com; jmassalon@wmalawfirm.net; Joseph Wilson; Brent Wilde;
ditir@trumporg.com; mayor@northcharleston.org; ktaylor@charlestoncounty.org
Subject: Subject: Workman's Lien, ADR, Breach/Damages – Chicora Life Center

Offical Notice

Subject: Workman's Lien, ADR, Breach/Damages – Chicora Life Center

Bob & Milt:

We have received notice of your Workman's Lien placed on the Chicora Life Center (former Naval Hospital) for alleged compensation for commissions earned. This lien is wrongful and very harmful. It is contrary to the Agency Agreement and it is having a catastrophic effect on this project and will hurt a lot of people.

As required by section 20 ADR, I stopped by both of your offices this morning in an attempt to discuss and resolve any issues you feel you may have. Unable to meet with anyone I again called your numbers and I was able to speak with Milton on his cell phone. He stated that all communications were to be through your legal counsel. I inquired why he felt that it had reached this point and was again directed to your legal counsel without further comment offered. Again, this is a breach of Section 20.

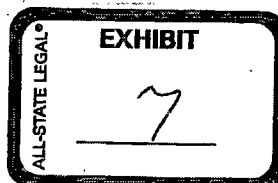
It is unfortunate that you feel that litigation and lien filing are your only paths of resolution to any issues you have. We are more than willing to discuss this, mediate and arbitrate but it appears that you are not.

There are many factors that you may not have considered, and we may need to hear from you on what has upset you as well. These are things that we feel could reasonably be discussed if given the chance.

As you know, your lien is preventing the new loan from closing and being secured by the property. The loan is necessary for paying off the City of North Charleston (\$1M) and escrowing for the Grocery Store Incentive (\$1M) and preventing the property from reverting back to the City, as well as paying for the construction of tenant improvements (\$1.6M) as required under the lease for Charleston County. If these things are not done in a timely fashion then the lease upon which you claim a workman's lien for compensation never becomes effective, it fails.

Your should be aware that Chicora believes that you have violated the Agency Agreement on several levels, to name a few, none of the marketing milestones represented in your presentation were met such as.

- o Signs on property
- o MLS listing



- Website
 - Email
 - Flyers
 - Status updates and progress reports were never provided
- There was not even ONE tenant lease proposed by Lee and Associates.
- You had undisclosed conflicts of interest as you represent several other buildings and projects which compete with the Chicora Life Center in the immediate market area.
- Follow up with the three proposed tenants you represented was insufficient by their own account.
- Violation of Section 20 which requires ADR as the exclusive remedy, instead you immediately resorted to filing an illegal lien and using the legal processes of foreclosure as a remedy, not provided for in the Agreement.

There are damage issues I urge you to consider. You are having the exact opposite effect of what you are hired to do as a Broker/Agent and what you claim you have in fact done. A lot of people are about to be hurt. We know this is opposite to your motto of "People First".

- Your lien references an excluded party, which was contracted with after the termination of your listing agreement.
- Your lien amount far exceeds any commission calculation if you are legally owed one.
- Your lien and potential foreclosure violates section 20 of the listing agreement.
- Your lien is causing damages to Charleston County, North Charleston City and multiple state agencies. All of these parties will suffer economic harm which you will be liable for.
- Your lien will cause significant direct financial obligations to Chicora Gardens which it will seek full remuneration for.
- Your lien has the potential to cause the loss of additional tenants and decade's worth of lost income.
- The property could revert back to the City, causing a catastrophic loss of all potential future cash flow and equity in the property.

Because of these very high amounts for damages caused by your wrongful lien, your Errors and Omissions insurance as well as the National Parent Company will be brought in to the action at the onset.

Frankly, Gentlemen I do not understand. The offer was made to you to continue representing this project on a non-exclusive basis. You are seeking large sums of money for a transaction that you took no part of. Your Agency Agreement calls for you to "find prospective tenants...and negotiate agreement of lease therefore", something you have not done, yet filed an illegal lien to be paid some amount you never earned.

This will not play well with any of the other parties it is affecting, nor in the public eye. If you are offended on how this was handled, or your feelings are hurt then let's talk about it. The litigation route does not play out well from what we can see. The publicity would be

disastrous. If you have a different vision then let's discuss (this is why the contract called for mediation I would assume). Time is of the essence, let's talk.

Again, we would look to you for any and all economic losses caused by the lien, delay or failure of the loan and loss of the property and failure or delay of any lease. In order to avoid these catastrophic consequences, we must have your lien released immediately!

After release of the lien we can comply with Section 20 ADR. I have attached section 20 of your agency agreement for reference and hereby demand compliance of same. I remain willing and able to meet and discuss a speedy resolution any time. Please call me or respond ASAP.

Sincerely;

Jeremy Blackburn
Project Manager for Chicora Life Center
(843) 860-6120

Sent via email and certified mail to:
Lee and Associates Charleston, LLC
Att: Robert H. Nuttall Jr.,
126 Seven Farms Drive
Suite 110
Charleston SC 29492

STATE OF SOUTH CAROLINA
 COURT OF COMMON PLEAS
 COUNTY OF CHARLESTON
 Lee & Associates Charleston, LLC,
 Plaintiff,
 vs. CASE NO. 2014-CP-10-7481
 Chicora Gardens Holdings,
 LLC, Chicora Life Center, LC,
 and Jeremy Blackburn,
 Defendants.

Hearing before the Honorable Mikel R.
 Scarborough, reported by Christine A. Smith, Court
 Reporter and Notary Public, at 10:03 a.m. on
 October 8, 2015, at 100 Broad Street, Charleston,
 South Carolina.

Christine A. Smith, Court Reporter
 Master-in-Equity
 P.O. Box 39276
 Charleston, South Carolina, 29417
 (843) 958-5079
 casmith@charlestoncounty.org

PROCEEDINGS

THE COURT: This morning we have the case of
 Lee and Associates versus Chicora Gardens. The case
 number is 2014-CP-10-7481. Let me get appearances
 for the Plaintiffs.

MR. WILSON: Joe Wilson.

MR. PIERCE: Carl Pierce.

THE COURT: Mr. Wilson. Mr. Pierce. And for
 the Defendants?

MR. SMITH: Steve Smith.

MR. WHEELER: Sam Wheeler.

THE COURT: All right, Mr. Wheeler? Very
 good. Folks, I've got this down really as cross
 motions for summary judgment and any other matters
 that we need to take up. First of all, let me thank
 you-all for being here today. Court all around the
 state has been canceled. I appreciate you-all coming
 in. I could have accommodated you another time, but
 I had it on my calendar and I figured you-all were
 local, relatively local. I don't know how much
 swimming you had to do in from Summerville,
 Mr. Smith.

MR. SMITH: Not too bad.

THE COURT: Probably better than you would

2

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR THE PLAINTIFF:

Joseph Wilson, Esq.
 Pierce, Hems, Sloan & Wilson, LLC
 321 East Bay Street
 Charleston, SC 29401
 (843) 722-7733
 Joewilson@phswlaw.com

6 ATTORNEYS FOR THE DEFENDANT:

Steven L. Smith, Esq.
 Samuel L. Wheeler, Esq.
 Smith Closser, PA
 7455 Cross County Road
 Suite 1
 Charleston, SC 29423
 (84) 760-0220
 Swheeler@scnlaw.com

4

have coming in from Columbia. I just wanted to put
 that on the record because it's been an interesting
 week in the legal community around this state and
 with other ramifications to that as well. So let's
 take up the motions. Who filed first?

MR. WILSON: The Plaintiffs filed first.

THE COURT: Okay. Mr. Wilson, I'll go ahead
 and start with you. And other matters besides the
 summary judgment motion I need to address?

MR. SMITH: No, Your Honor.

MR. WILSON: Not that I'm aware of.

THE COURT: All right. Mr. Wilson?

MR. WILSON: Thank you, Your Honor and thank
 you for -- from our point of view we're very grateful
 to have this hearing today with all the troubles
 going on. As I said, the Plaintiffs have filed a
 Motion for Summary Judgment. This motion is focused
 on just the breach of contract and the foreclosure.
 There's a lot of tort claims going both ways. That
 has nothing to do with our motion. We're just
 interested in having a clear and unambiguous
 exclusive agency agreement enforced to provide my
 clients with a clear and unambiguous commission that
 they have earned. As the Court is well aware, when
 you're dealing with an unambiguous contract it's an

1 issue of law interpreting that contract and there's
2 really no grounds for interpretation here from our
3 point of view.

4 You know, there's been a whole lot of paper
5 filed, and so I thought it might be easy if I just
6 provide a copy of the contact that's at the basis of
7 our motion. It's attached to everything, but it's
8 just easier to have.

9 So just going through the terms -- this is an
10 exclusive agency agreement where my client, Lee and
11 Associates, is acting as the real estate agent for
12 Chicora, which owns what we call the Naval Hospital
13 property. It's for a term of one year beginning on
14 February 21, 2014. There's no termination provisions
15 in this. It's very clearly an exclusive agency
16 agreement. It gives Lee and Associates a commission
17 for any tenant that is signed up during that one-year
18 period.

19 You can see that Section 2 says quite clearly
20 that it's a one-year term. You know it's -- there's
21 been a contention by the other side that they
22 terminated this agreement. There's no termination
23 provision here, number one. Number two, they can't
24 point to anything attempting to terminate this
25 agreement before they enter the subject lease that

1 we're talking about that was on June 30th. The only
2 thing that came before -- in fact, there's no
3 complaints about anything Lee and Associates did
4 before June 30th of this lease.

5 From February to June, Lee and Associates in
6 good faith provided to the Defendants licensed real
7 estate services and a lot of them. That's what I've
8 brought today to demonstrate to the Court. I want it
9 clear. There's been a lot of affidavits submitted by
10 the other side saying we didn't do anything. Lee and
11 Associates didn't do anything. Well, this right here
12 is a copy of the work that my client did. All this
13 has been produced.

14 This is just the e-mails that went back and
15 forth between Lee and Associates and Chicora and the
16 various potential tenants. So when you hear or see
17 Mr. Blackburn or Mr. Durbano from Chicora saying we
18 didn't do anything, this is what we did. This stack
19 right here (indicating), are the e-mails and only the
20 e-mails associated with Lee and Associates work on
21 the Charleston County lease which is the lease that
22 is the subject of our motion.

23 Again, time and time again every pleading they
24 file, every affidavit they file, Lee and Associates
25 did nothing to get the Charleston County lease. This

1 is what they did right here (indicating). All of
2 this has been produced. The majority of it is with
3 Chicora. That's the irony of it. Half of these
4 e-mails are Chicora and half -- one of the partners
5 in Chicora demanding Lee and Associates get involved
6 in the negotiations, get involved in preparing the
7 lease, get involved in interpreting the appraisal,
8 get involved in providing term sheets, get involved
9 in negotiating the lease rate with Charleston County.
10 So it's all done at their request.

11 That's from Mr. Durbano, one of the partners
12 at Chicora. There's another partner at Chicora,
13 Mr. Blackburn, who is working at cross purposes with
14 Mr. Durbano and saying, no. I don't want you at this
15 meeting. Charleston County doesn't want you at this
16 meeting, trying to prevent my client from doing their
17 job. That's their whole defense.

18 You know, Lee and Associates wasn't involved
19 in the last two or three months of lease negotiations
20 with Charleston County so we don't owe you anything.
21 Of course there's nothing -- no provision in the
22 exclusive agency agreement that they can point to
23 that supports that argument. More importantly, to
24 the extent they weren't involved, it was because
25 Mr. Blackburn excluded them.

1 Turning back to the exclusive agency
2 agreement, Section 3 makes it very clear and is
3 titled, Exclusivity. They get a commission on every
4 tenant that is signed up during the term. Section 4,
5 deals with the commission and how it's calculated.

6 The most important part of Section 4 is in 4A.
7 It says that the commission that is earned,
8 50 percent of it due and owing when the lease is
9 signed. The other 50 percent is due upon occupancy.
10 Of course in this case, the commission we're talking
11 about with Charleston County, the lease was signed on
12 June 30, 2014.

13 Charleston County has not occupied the
14 premises yet, but they have definitely executed the
15 lease. It's attached to everyone's motions. In case
16 that's not clear enough, Section 15G of the exclusive
17 agency agreement confirms, and I quote, commission
18 shall be deemed earned and payable to agent when a
19 tenant has entered into a ratified lease with the
20 client even if client refuses to lease once client
21 has entered into a ratified lease with a tenant.

22 So the commission is due and owing upon
23 signing. They're supposed to pay 50 percent of it
24 upon that signing. The last part of the exclusive
25 agency agreement that has relevance is Section 23.

1 Now, in this it shows a lot of things, but mainly it
2 shows the amount of effort and work and negotiation
3 that went into entering this agreement between
4 Chicora and Lee and Associates.

5 Chicora had a group of tenants that it already
6 had its eye on. They negotiated with Lee and
7 Associates for a lower commission rate for what
8 they've called excluded entities. These excluded
9 entities which include Charleston County are listed
10 on Exhibit B of the agreement. You'll see that
11 several Charleston County entities are there.

12 Section 23 simply states that for those
13 excluded entities if a lease is entered from May 1,
14 2014, to June 30, 2014, the commission is 1 percent.
15 There's a sliding scale based on when the lease is
16 entered. For this time period it's 1 percent. So
17 you have everything in here in very plain terms.
18 We've calculated the commission based on those plain
19 terms for the Charleston County lease. It's a
20 25-year lease, \$12 per square foot at 98,000 square
21 feet. This is all in the pleadings. 1.17 million
22 per year, and that works out to a commission of
23 \$294,000. Half of that commission is due upon
24 signing, 147,130.50.

25 Now, it's interesting. We had to go ahead and

1 file this mechanic's lien. We didn't even have the
2 Charleston County lease because Chicora refused to
3 provide it to their own agent. They wouldn't sign
4 this lease without telling us anything about it, just
5 like they went and took down our signs without
6 telling us about it, they did a lot of things without
7 telling us about it.

8 So we originally filed a verified statement
9 based on what we understood, and so the original lien
10 was only \$138,000. So we underestimated what we were
11 up. With a Motion for Summary Judgment we filed an
12 amended verified statement with a correct amount. We
13 got the lease through a FOIA request. 147 plus
14 attorney's fees of 50,000, litigation costs of
15 \$4,500, bringing the total loss to date -- this is
16 half the commission plus the fees of \$201,448.85. This
17 is far, far in excess of the original lien of 138.

18 So just to put this in context, the lease is
19 signed on June 30th. Right before the lease is
20 signed our clients get a couple of e-mails that say,
21 we'd like to renegotiate the exclusive agency
22 agreement and make it nonexclusive. What you won't
23 see, and what Mr. Smith can't point to is any
24 evidence before June 30th of any complaints about the
25 work that Lee and Associates have done.

1 Months after the lease is entered, after
2 everyone has lawyered up, finally Chicora realizes
3 it's got to come up with some defenses for just flat
4 out refusing to pay one penny in commission. None of
5 those defenses are available.

6 Number one, they point out the property has
7 not been occupied which is true, but that doesn't
8 change the fact that the exclusive agency commission
9 agreement makes very clear that you do half of the
10 commission upon execution of the lease.

11 Number two, they say they tried to terminate
12 the agency agreement. There's no termination
13 provision. I have not seen anything in writing that
14 says, we want to terminate the agreement before
15 June 30th even if they could do it.

16 Number three, Lee and Associates did nothing
17 to procure this lease. Again, this is what they did
18 on the Charleston County lease loan. Of course
19 there's nothing in the contract that says you've got
20 to do X, Y, or Z to earn your commission on this
21 tenant.

22 To drill down a little bit, they pointed a lot
23 to a brochure that was provided to them prior to
24 entering the exclusive agency agreement, the Lee and
25 Associates brochure that included a sample timeline,

1 this is when it's going to get listed. This is when
2 the signage comes up. This is -- just a sample
3 timeline. So they tried to incorporate that timeline
4 into that exclusive agency agreement, but it isn't
5 there. There's no deadlines in the exclusive agency
6 agreement at all. This is a brochure that is outside
7 of the agreement. It's a sample timeline, and if we
8 were going to drill down into all the e-mails you'd
9 see that there were reasons. There wasn't signage
10 up. The reasons it wasn't listed -- namely they
11 couldn't agree on a lease agreement. They couldn't
12 decide who they were going to target as tenants:
13 Public service entities or someone else.

14 THE COURT: Is that why it says TBD on the
15 amount of the square foot rate?

16 MR. WILSON: That is part of it, yeah. That
17 is one example of it, yes. In fact, that is
18 incorporated into the exclusive agency agreement
19 itself. So those are the arguments on the contract,
20 just the contract.

21 The other issue that we're seeking for summary
22 judgment is enforcement of the lien as well, the
23 mechanic's lien. There are some additional defenses
24 that have been thrown out based on the statutes, the
25 mechanic's lien statutes. Probably the biggest one

1 is Section 29-5-21(b). Again, just to put this in
2 context, as I'm sure you know, mechanic's lien
3 statutes specifically allow for commercial real
4 estate agents to assert a mechanic's lien for their
5 commission.

6 There are requirements they have to meet. One
7 requirement is that they must provide -- this is
8 important -- licensed services that result in the
9 procuring of a person that rents or leases commercial
10 real estate. That's important language. They wanted
11 to expand this statute to basically say, Lee and
12 Associates has to be involved in every step of the
13 process. They've got to be involved in the
14 last-minute negotiations. They have to be at the
15 table when the lease is signed, et cetera, et cetera.
16 That's not what the statute says.

17 It says they have to provide licensed
18 services. Licensed services are defined in other
19 parts of the real estate statutes. If you go to --
20 let's see -- 40-57-137, which deals with real estate
21 agents, it says, A licensee may offer the following
22 services. These are licensed services. Identify and
23 show the property, provide real estate statistics and
24 information on the property, provide preprinted real
25 estate form contracts, leases, and related exhibits,

1 act as a scribe, locate a list of architects,
2 engineers, and other professionals, identify school,
3 shopping facilities, places of worship and other
4 similar facilities.

5 The point is, licensed services provided by
6 Lee and Associates are very broad. It's not sitting
7 at the table negotiating everything. We've
8 submitted -- and I want to make this clear, too -- in
9 our summary judgment there is an exhibit -- our
10 Exhibit No. 4, of evidence of all of the licensed
11 real estate services that we provided, identify the
12 exact e-mails by Bates number -- those services
13 include -- they strategize with the client about how
14 to market the property in general, and specifically
15 how to market it to Charleston County. They
16 strategized about setting rental rates. At the
17 repeated urging of Chicora they participated in
18 negotiating the lease with Charleston County and most
19 particularly in negotiating the rental rate for
20 Charleston county.

21 They attended meetings with Charleston County,
22 Lee and Associates. They met with Charleston County
23 to negotiate the lease. They prepared a proposal for
24 lease terms. They provided input on the lease
25 proposal being provided. They worked with the

1 appraiser of the property and helped the client
2 understand what the comparables were that were being
3 used. They met with Charleston County's unofficial
4 advisor, Eric Meyer. They helped in determining what
5 the operating expenses for the building should be in
6 order to determine the net rental rate. They drafted
7 and edited letters of intent, and they worked with
8 Chicora on analyzing the layouts proposed by
9 Charleston County.

10 So they did all of this stuff over a four or
11 five-month period, all having a part in procuring
12 Charleston County as a tenant. That's just
13 Charleston County. That doesn't even count all the
14 general services that were being offered at the same
15 time. So that's what we're talking about here.
16 That's why we feel like we're entitled to both
17 summary judgment on the breach of contract and
18 summary judgment on the lien.

19 There may be an issue about other things,
20 about the tort claims, about our defamation claim,
21 about the counterclaims of Chicora, but we're here
22 today saying that it's for this Court to enforce a
23 clear and unambiguous agreement, and that's what
24 exists between these parties. This commission that
25 is clearly and unambiguously owed.

1 THE COURT: Mr. Wilson, thank you. Mr. Smith?

2 MR. SMITH: May it please the Court?

3 THE COURT: Thank you.

4 MR. SMITH: I heard -- just kind of as an
5 introduction several times my colleague say drill
6 down. If we drill down. If we drill down. Well,
7 guess what? That's what we're going to have to do.
8 We're at this point arguing factual issues, and
9 that's in a summary judgment motion which is not
10 supposed to be done.

11 The majority of his argument concerns the fact
12 that we did perform, we did perform, we did perform.
13 Those are factual issues. Several times during that
14 he said, if we have to drill down, well, that means
15 to get into the weeds, to get into the factual
16 issues, which we're going to have to do. At this
17 point you've got to look at every piece of evidence
18 in the light most favored to the nonmoving party
19 which is us at this point.

20 We have submitted affidavits, and those
21 affidavits say that they didn't perform the services
22 that they promised. Their contract requires them to
23 market the property. I think included in that
24 marketing would be what they used to get the contract
25 to begin with. Here's what we're going to do. If

1 you hire us here's what we're going to do. That's
 2 where the pamphlet comes in. That's where the
 3 website comes in. Here's how we market.
 4 I think that my clients could rely on that.
 5 The contract then defines marketing and what they're
 6 to do, and we, in our affidavit, say they didn't do
 7 that. To take their argument that says because you
 8 have an exclusive agreement, and because you have a
 9 lease I'm entitled to money, doesn't flow. That
 10 would be like a contractor saying, okay, I'm going to
 11 build you a house for \$100,000 and then not doing
 12 anything. The owner building it himself and the
 13 contractor comes up and goes, hey, you've got a
 14 house, give me 100 grand.

15 No, it doesn't work that way. The owner's
 16 defense would be, you didn't do what you said you
 17 were going to do, contractor, therefore I don't owe
 18 you any money. That's the factual determination that
 19 we are right now. The affidavits that we've
 20 submitted say that they did not do what they promised
 21 that they would do to generate this lease and we had
 22 to do it.

23 Now, I see the stack that they have, but I'm
 24 going to pick my stack. Right here (indicating) are
 25 all the e-mails, original e-mails that we have from

1 Lee and Associates after April 4th, two months before
 2 this lease was signed. Now, would they respond that
 3 they were cc'd on? Yes. But they didn't generate
 4 anything -- they didn't do anything April 4th. We've
 5 asked for them. We haven't gotten any new e-mails
 6 from them that they generated in a marketing plan
 7 after April 4th.

8 We have several items where there were
 9 complaints. During the pendency of this I heard
 10 Counsel also say, before I go into my argument,
 11 saying that there weren't complaints. We have an
 12 e-mail from Bob Nettle, who is seated here today, and
 13 he said to Jeremy -- is there some reason the County
 14 doesn't want to meet with us? First, they cancelled
 15 the meeting we scheduled with them last week, and now
 16 they've scheduled one which doesn't include us.

17 The County, for whatever reason, it's our
 18 understanding and you'll see that in the affidavits,
 19 did not want to meet with them. We don't know why.
 20 We don't know what that was about. We were having a
 21 problem. Suffice it to say, all these are factual
 22 issues which we shouldn't be arguing here today on
 23 Motions for Summary Judgment. We've submitted
 24 affidavits that say they didn't do what they promised
 25 that they would do under the terms of the contract

1 that they submitted to us.

2 Because of that they're not entitled to their
 3 fees, and here are the factual reasons why. That's
 4 where we find ourselves today.

5 THE COURT: All right. Well, let me ask you
 6 this question: As to the contract itself is it
 7 you-all's position that it's ambiguous or
 8 unambiguous?

9 MR. SMITH: It is ambiguous, and let me
 10 explain why. I was going to go into that next. I
 11 was actually moving up to show you why.

12 THE COURT: Okay. You're arguing -- the
 13 performance issue is what you're arguing to start
 14 with, but that's my sort of starting point, do we
 15 have an ambiguous/unambiguous contract? You-all's
 16 position is it is ambiguous?

17 MR. SMITH: That is correct. Let me explain
 18 to you why. This agreement was drafted
 19 understandably so, because they all are, before the
 20 lease was entered into by the County. That's what
 21 happens.

22 THE COURT: That would be about right.

23 MR. SMITH: That's right. So it doesn't match
 24 up with the lease. If you look up in Paragraph 4A --

25 THE COURT: Commissions?

1 MR. SMITH: Commissions. First of all it
 2 says, The client, upon entering into a lease
 3 agreement or an agreement granting space to the new
 4 tenant, during the term of this agreement shall pay
 5 the agent -- okay -- this is the controlling
 6 language. This was cited by Counsel also -- shall
 7 pay to the agent a fee calculated at 4 percent of all
 8 fixed base rentals due. Well, here's the problem
 9 that we have. Right now because of the lease that's
 10 entered into with the County there is no money due.

11 First of all, it's subject to appropriations
 12 which haven't been appropriated. I'm not saying that
 13 they're not entitled to the money. They're
 14 premature. This is not a ratified lease. We'll get
 15 to that in a second. The County hasn't accepted it.
 16 They signed it. They haven't approved it. They
 17 haven't given money for it.

18 Not only that, the word fixed is in there. In
 19 other words, there is an idea that mathematically you
 20 can figure out what they're owed. That's not
 21 correct. In the lease we entered into in the last
 22 paragraph of the lease we, by statute -- I shouldn't
 23 say we -- Charleston County by statute has to provide
 24 other governmental agencies with office space. They
 25 reserve the right to increase or decrease the amount

1 of rentable space depending on their needs. Well,
2 they've decreased it by about half at this point
3 primarily because of DHEC issues.

4 They've reduced it by half. So their damages
5 at this point aren't mathematically calculable by the
6 lease itself which reserves the right for them to
7 reduce it. Not only that there isn't any money due.
8 The money hasn't been apportioned yet. It hasn't
9 been ratified by County Council, so it hasn't been
10 accepted. Right now there is no money due. As a
11 matter of fact there has been no money paid other
12 than the consideration paid at the very first signing
13 of the lease.

14 So there is no money due. There is no money
15 due until the County ratifies it, which by the way,
16 their contract calls for ratification. It's been
17 executed. It's been signed, but it hasn't been
18 ratified. At this point with those clauses and
19 several other clauses in the lease that I really
20 don't need to go into today -- we've got to do
21 improvements, and improvements have got to be
22 accepted by the County purely by them. It hasn't
23 happened yet. Once we exceed the allotted money that
24 we've set aside for improvements then it's going to
25 be shared equally between us and the County by an

1 agreement to agree, which is the worst thing they
2 could have put in a lease. That hasn't been done
3 yet. For all these reasons there is no rentals due
4 which is what they say they get.

5 It's not fixed because the County hasn't told
6 us exactly how much square feet they want. They
7 reserve the right to reduce it, and they have reduced
8 it already. Not only that this agreement wasn't
9 drafted for a 25-year lease. If you look at it it
10 says, We've got to pay for the first five years of
11 the initial term -- 4 percent for the first five
12 years of the initial term plus 2 percent of all fixed
13 base rentals due and they repeat that language again
14 under the second five years of the initial term.

15 Now, what happens after that? Well, they have
16 a clause down here that says that once it's
17 renegotiated and they enter into a new lease then
18 they're entitled to a percentage of that one. Well,
19 we have a 15-year gap before they have to enter into
20 any new leases. So they get 4 percent for the first
21 five years, 2 percent for the second five years, and
22 then nothing until there's a renewal or a
23 renegotiation of a lease. What happens during that
24 15-year period? Now, why does that enter into this?
25 Well, because if you look at the 1 percent deal,

1 clearly I think the intent of the parties was, hey,
2 look, we've got some people that are interested in
3 this. We're not going to pay you a full 4 percent or
4 2 percent commission. It's going to be reduced to
5 1 percent. You see that kind of language in
6 contracts all the time.

7 If you reduce it to 1 percent is it just
8 1 percent for the first five years and 1 percent for
9 the second five years? In other words, does the
10 1 percent just change the 4 and 2? It was our
11 understanding that that was the case. As a matter of
12 fact, I think it would be Counsel's
13 understanding even though he's told me -- it's kind
14 of moving at this point because in his brief he says,
15 well, you can't look at one -- at the addendum with
16 the exclusion because it stands by itself. You can't
17 then read Paragraph 4A again.

18 Today he argued that it's due upon execution.
19 Well, that language is only contained in 4A, the
20 50 percent, so he's -- he himself now is mixing the
21 two paragraphs. So does the 1 percent just reduce
22 the 4 and 2 for a period of five years, and then five
23 years, or is it 1 percent of the total? Now, if it's
24 1 percent of the total here's the problem that we
25 have. If it's 1 percent of 25 years, which is their

1 multiplication today, you get down to the part where
2 after October 31st, 2014 it goes down to
3 2 1/2 percent and then you multiply that times 25
4 years they're actually getting two times what they
5 would be entitled to under the original lease because
6 it's gone from five and five to 25 years. They're
7 getting 2 1/2 percent. That doesn't make any sense.
8 You wouldn't pay somebody double for a name you're
9 already providing them. It's always a reduction.

10 We don't have to go out and get this guy
11 because you've already given it to us. It doesn't
12 make much sense. It's ambiguous because of what
13 they're attempting to do which is mathematically
14 figure -- plug in this 25-year lease with the
15 language that they have. It doesn't work. The
16 reduction doesn't work. Using some language from 4A
17 in conjunction with the exclusive list and then
18 having to ignore other parts of it doesn't work.
19 That's what makes it ambiguous.

20 I understand what they did. They attempted to
21 draft an addendum, and the addendum makes it
22 ambiguous. I don't think what's ambiguous -- and
23 this is for our Motion for Summary Judgment, is it
24 says that they're entitled to a percentage of money
25 due. I don't even think they would argue that

1 there's any money due under that lease right now.
 2 There isn't. The County's got so many outs they've
 3 got outs.

4 THE COURT: Let me ask you this question. We
 5 were looking at Paragraph 4, the middle of the
 6 paragraph. 50 percent needs to be paid in cash at
 7 lease or execution. You've acknowledged that a lease
 8 has been executed, correct?

9 MR. SMITH: That's correct but then you've got
 10 to read the rest of it.

11 THE COURT: And 50 percent due upon occupancy
 12 by the tenant, and there has been no occupancy; is
 13 that correct?

14 MR. SMITH: That's correct.

15 THE COURT: Those facts are in agreement?

16 MR. PIERCE: (Nods head.)

17 THE COURT: We have an executed lease but no
 18 occupancy. Now turn to 15G. I made a note to look
 19 at 15G.

20 MR. SMITH: That's the ratified.

21 THE COURT: Right. Commission shall be deemed
 22 earned and payable to agent when a tenant has entered
 23 into a ratified lease with client even if client
 24 refuses the lease once the client is entered into the
 25 ratified lease. Tell me what your position is on the

1 lease being ratified so I'm clear on that.

2 MR. SMITH: Well, first of all on the executed
 3 part you have to go back up to 4A. What it says is,
 4 by client by execution of a contract or other
 5 enforceable instrument. Right now we don't have an
 6 enforceable instrument against anybody. Honestly,
 7 that --

8 THE COURT: Intent to enter? What's been
 9 entered into between the parties.

10 MR. SMITH: It's that lease. That lease was
 11 subject to appropriation which hasn't happened,
 12 subject to approval of tenant improvements which
 13 hasn't happened, and subject to a fixed number of
 14 units, square feet, which hasn't happened, and
 15 they've reserved all the rights on all of those.
 16 Right now we don't have an enforceable agreement with
 17 anybody. What we have is an agreement to agree.

18 As a matter of fact, the contract, the lease
 19 says that. It says, we will attempt in good faith to
 20 negotiate evidence. Agreements to agree -- you've
 21 practiced law for a long time, and when somebody
 22 would come into your office -- two guys who aren't
 23 savvy, business savvy, would walk in and say, here's
 24 what we want to do. We want to handle these items,
 25 but then we'll just agree on this later. You and I

1 and everybody else in this room as a lawyer have told
 2 them, agreements to agree aren't enforceable. You
 3 can't do that.

4 Now, when I saw that on the lease I just kind
 5 of shook my head. It's what it is. What we have
 6 isn't really a lease. It's an agreement to agree.
 7 Be all that as it may.

8 THE COURT: What's you-all's position --
 9 what's it going to take to get to the ratified lease?
 10 What's that going to require?

11 MR. SMITH: Obviously they differentiated
 12 between executed and ratified. If you buy their
 13 argument then purely it's executed, but then they put
 14 that in about ratified. It hasn't been ratified.
 15 Ratified, in this particular instance -- you know, I
 16 looked in Black's Law Dictionary and two more books,
 17 which we have an associate --

18 THE COURT: I bet it's been a long time since
 19 you've looked through one of those, Mr. Smith.

20 MR. SMITH: I know. I don't even see them
 21 except for some reason associates bring them in for
 22 about the first year, and then they disappear.

23 THE COURT: That's about right.

24 MR. SMITH: But I looked in those two
 25 treatises and the Black's Law Dictionary for a good

1 definition of ratification. What does that mean? We
 2 always see it. What does ratify mean? Well, in this
 3 particular case ratify means accepted by the County
 4 because the lease itself says that. It says that
 5 this is subject to acceptance by the County and
 6 appropriation is being voted for it, none of which
 7 has happened.

8 It's got to be -- and then the square footage
 9 has got to be determined by offering the other
 10 governmental agency's space and that hasn't happened.
 11 So the ratification in this particular case --
 12 ratification means something more than an execution
 13 is what Black's Law Dictionary -- it doesn't help you
 14 much. It says that it's a furtherance of the
 15 contract to show performance. We don't have that. I
 16 think in this particular case, if you want to look at
 17 what ratification means, ratification means
 18 acceptance by the County and appropriation of money
 19 to do it.

20 I think it would be -- you're a Court of
 21 Equity. I think it would be incredibly unfair to
 22 make one side pay a percentage of amounts due when
 23 there aren't any amounts due, and there may never be
 24 any amounts due. Am I saying that they don't get any
 25 money? I'm saying that they're premature. I'm

1 saying that they're early. I'm saying that once they
2 have a ratified contract then they come back. Right
3 now we don't have a ratified contract. One of the
4 other things they talk about is that there isn't any
5 termination provisions in this contract, but there
6 is.

7 At the bottom of Page 2 it says, "In the event
8 agent shall fail to furnish to clients said names in
9 a timely manner," which we allege they didn't do.
10 This is about a list after termination. They never
11 gave us a list. The provisions of this section,
12 which is Paragraph 4, which is, The payment of
13 commissions shall be nul and void and of no further
14 affect and agent's right to continue to represent
15 client and collect commissions from client shall
16 terminate as of the expiration of the agreement or
17 termination of the agreement. That's at the bottom
18 of Page 2. You can see the last four words are,
19 termination of the agreement.

20 Now, if under their argument that there is no
21 termination why have that in there? Clearly it can
22 be terminated. We allege that we terminated it. We
23 sent them an e-mail confirming termination. That's a
24 factual issue though. That's something you're going
25 to have to decide next month when we have this

1 hearing.

2 I think at this point in my honest opinion,
3 and then I'll move over to my arguments when you want
4 me to, but we don't -- they're premature in their
5 case. If we get money due, if we get a fixed amount
6 due and we figure out what the square footage is and
7 we figure out what ultimately is going to be paid --
8 I'll give you a great example. They have a square
9 footage amount listed in there, and based on a rental
10 rate they've got a number, but then they have a
11 clause that says we reserve the right to reduce this
12 number and they are reduced.

13 What if we just put to be determined in both
14 clauses, which that paragraph is saying we reserve
15 the right to reduce it? It really does. How could
16 they mathematically figure out what they're entitled
17 to? They can't. I'm just saying that it's premature
18 right now, until we determine exactly how many square
19 feet they're going to lease and once we get money
20 appropriated -- now the difference between that is is
21 once we get those figures they won't occupy it
22 because it's going to take them time to move. They
23 won't occupy it for some time, but once we have a
24 fully executed contract -- I'm taking their factual
25 situation. I'm just saying that they're all correct.

1 All of this, to get this lease and everything, which
2 we very strongly dispute, I think at that time they
3 can come back up and bring this lawsuit. I just
4 think it's premature until we have those items, until
5 we have a ratified contract, until we have an
6 apportioned contract, until we know exactly how much
7 space they're leasing.

8 Then they could come up and say, hey, our
9 efforts generated that. Of course we'll say your
10 efforts didn't generate that. That's when that comes
11 in. Right now we don't have any money due under a
12 ratified contract, which is the basis of our Motion
13 for Summary Judgment.

14 The rest of my argument on what they said
15 is -- there clearly was a dispute between these
16 parties. I wasn't involved in it, but there was a
17 dispute. All those disputes are factual in nature.
18 We've got to go through a bunch of e-mails. We've
19 got to go through a bunch of documents, and we've got
20 to figure out exactly what happened. By the way, the
21 termination for non appropriation is Paragraph 54 of
22 the lease, and it says they have the right to
23 terminate. Every county does that. Every
24 governmental entity does that. They can't lease
25 something if the entity doesn't apportion money for

1 it.

2 We have a very contested case as to
3 performance, but we don't want to get there yet. We
4 don't have a ratified contract with a fixed amount
5 due. There's no fixed amount of space. There's no
6 money due.

7 THE COURT: Let me make sure I'm clear on this
8 one. I want to see if I can get some agreement here.
9 Is it you-all's position that there is, in fact, an
10 executed contract going back to Paragraph 4? There
11 is an executed contract, it has not been ratified,
12 and clearly there is no occupancy, right?

13 MR. SMITH: That is correct, Your Honor.

14 THE COURT: Mr. Wilson, are you in agreement
15 with that?

16 MR. WILSON: Yes, Your Honor.

17 THE COURT: Very good. Very good. Anything
18 further, Mr. Smith on your argument?

19 MR. SMITH: Not on the argument against their
20 Motion for Summary Judgment.

21 THE COURT: Do you want to respond?

22 MR. WILSON: If I could just real briefly.
23 The leasing question, just to be clear, it's a lease.
24 It says, Lease. It says lease all over it. The
25 commission is calculated from the terms contained in

1 this document. The premises -- the square footage is
2 in Footnote 1 of the lease. The other terms such as
3 the lease term and the rate are right on the front
4 page of the basic lease information.

5 This ratification argument is funny because
6 there's no contingency in there. There's nothing in
7 there that says ratify. Indeed the one language he's
8 pointed to, Paragraph 54, talks about termination.
9 That's something -- that's a lease that then gets
10 terminated. That's why my client has in their
11 agreement that they get paid half their commission on
12 execution and the other half upon occupancy. Yes,
13 there's going to be a time span in there where things
14 can happen. The lease can fall through. That
15 doesn't change that our clients owe the first half of
16 the commission.

17 THE COURT: You disagree with Mr. Smith on the
18 rightness argument?

19 MR. WILSON: Yes.

20 THE COURT: I've got you. All right,
21 Mr. Wilson. Mr. Smith, let me hear from you.

22 MR. SMITH: Your Honor, our motions are to
23 dissolve the lien. We have two motions. One of them
24 is to dissolve the lien and the other one is on the
25 defamation issue. The dissolution of the lien -- the

1 lien statute 29-5-10, 20, and 21, which are the
2 sections we're talking about -- of course you know
3 the differences between the articles, each one of
4 them assumes that there's an improvement to the
5 property. That's what they say, that somehow the
6 owner of this property has been benefitted and hasn't
7 passed the benefit on to the person who actually
8 toiled to earn those benefits. That's the whole
9 understanding of the mechanic's lien statute. We
10 haven't been benefitted. We haven't been benefitted
11 yet. This is my whole rightness argument. We
12 haven't been benefitted. We haven't received a dime.
13 There's no improvement to the property. There's no
14 benefit to the property. There's nothing yet.

15 THE COURT: But you've got a lease in hand,
16 right?

17 MR. SMITH: We've got a lease that hasn't been
18 ratified, apportioned, paid or anything. It hasn't
19 benefitted us at all.

20 THE COURT: Has any money changed hands?

21 MR. SMITH: The only money that has changed
22 hands is the consideration that was paid when they
23 entered into the lease? I think it was \$93,000.
24 That's the only consideration. That was paid at the
25 execution, but there's been no improvements, no

1 benefits, no nothing.

2 The statute also says -- Item 29-5-21(b)(2)
3 and (e). There's a reason why the statute was split
4 up the way it was split up. Under 2(b), which is
5 what they're going under -- Your Honor, by the way,
6 that 93,000 that was paid is fully refundable if they
7 don't do the things that I've already gone over. If
8 it doesn't get apportioned, if it doesn't get
9 ratified, we have to pay it back.

10 THE COURT: Okay.

11 MR. SMITH: 29-5-21(b)(2) says -- now, there's
12 two parts to it, and there's two parts for a reason.
13 The real estate licensee or the real estate
14 licencees, affiliated licensees, provide licensed
15 services that result during the term of written
16 agreement described in Item 1, so they have to
17 provide us services that result in procuring of a
18 person or entity that rents or leases a commercial
19 real estate.

20 It's got to be done in accordance with the
21 terms contained in the written agreement described in
22 Item 1. Item 1, of course, is the written agreement
23 between us and them, not the lease itself. They're
24 talking about the listing agreement. That section
25 doesn't say, enters into a lease. It doesn't say,

1 executed a lease. It says, rents or leases. That
2 goes along with what I was talking about before in
3 improvements, a benefit. In other words, there's
4 actual possession of the property. They are renting
5 it. They are leasing it. It's not upon signing of a
6 contract that never gets paid. That's where we are
7 right now.

8 The County has not rented or leased the
9 property. They haven't paid us anything. There's
10 been no benefit. There's been no money that's
11 exchanged other than this refundable deposit. Again,
12 my rightness argument, they say these rights later
13 on, but they don't right now because the County
14 hasn't rented or leased.

15 If you look at the first two sections,
16 29-5-10, 29-5-20, they talk about improvements. They
17 talk about benefits. They talk about people
18 obtaining something because of the efforts of
19 another. You have to obtain it first. You've got to
20 get it first. Again, likening it to a contractor, it
21 would be like a contractor saying I'm going to build
22 that house but he never builds it.

23 The owner hasn't been benefitted. The owner
24 hasn't received anything. That's the whole thought
25 process behind the lien, that they haven't gotten

1 anything yet. I'm not saying that they never will.
 2 Of course that's all subject to the argument of
 3 whether or not they did the work. I'm just saying
 4 that it's not right right now.

5 Then when it gets brought at the time that it
 6 should be brought, we still have the argument of
 7 whether or not they provided their services or
 8 whether or not they did what they were supposed to do
 9 or anything like that. That's when that comes up.
 10 Every one of the arguments that I've made other than
 11 they didn't do the work, which we made by affidavit,
 12 requires us to get into the factual issues of this
 13 case, would be remedied by them waiting, once we have
 14 a ratified contract, once we have everything done.

15 That's why at this time, I think that summary
 16 judgment should be granted because we've received no
 17 rents. They haven't actually rented. They haven't
 18 actually leased. We haven't received a benefit.

19 Under the defamation -- Your Honor, if you
 20 look at their motion you'll see in the best light
 21 that they could, they put in there and their reply
 22 motion. They put in there, and I had it split out --
 23 here we go.

24 On Page 10 of their reply brief, they had it
 25 split out to what they think -- how Jeremy Blackburn

1 in one of his e-mails defamed someone. It doesn't
 2 really say who he defamed. It just says he defamed
 3 Lee and Associates, the company. It says, The lien
 4 was -- Jeremy said the lien was wrongful. That's an
 5 opinion. It may or may not be. We say, of course,
 6 that it's wrongful because it's premature. The
 7 lien's wrongful. That in and of itself is not
 8 wrongful. That's his opinion.

9 Lee and Associates had breached the exclusive
 10 agency agreement in numerous ways. If that was
 11 defamation every time a lawyer or anybody wrote a
 12 letter saying, you didn't do your work, then they
 13 could be sued for libel. That's not libel. That's
 14 his opinion that they didn't do their work. How many
 15 times have you seen somebody say, well, I sold you
 16 this? Well, I didn't get it all. Is that libel? Or
 17 I was supposed to deliver and I didn't or you were
 18 supposed to deliver it and you didn't. That's libel?
 19 No. None of this rises to the level of a libelous
 20 statement.

21 The lien was preventing a new loan from being
 22 made. Well, that's correct. It was preventing it.
 23 It ultimately had to be bonded off. The lien in this
 24 particular case was bonded off because it was
 25 preventing a closing. That's true. I don't --

1 besides, I don't think that's libelous anyway.

2 Lee and Associates had undisclosed conflicts
 3 of interest. They had people -- if a tenant came
 4 they would show other properties. That's what Lee
 5 and Associates does. That's what I think every
 6 leasing company does. Now, whether we consider -- I
 7 think every landlord in the world would consider that
 8 to be a conflict of interest. Commercial brokers
 9 don't because that's what they do, but again, that's
 10 his opinion. It's nothing more than that.

11 Defendants properly terminated the exclusive agency
 12 agreement. We think we did, but again, that's an
 13 opinion. Is that libelous? How is that bad? We
 14 terminated the exclusive agent. There was a
 15 difference of opinion, but does that put them in a
 16 bad light? No. It just says we terminated the
 17 agreement. Lee and Associates took no part in the
 18 acquisition of Charleston County's lease. That's
 19 what we think. That's our opinion. They say they
 20 did. We say they didn't.

21 You were to install a staircase and you didn't
 22 do it. Well, I think I did. Is that libelous? No.
 23 That's it. That's every statement that was made.
 24 None of those are libelous. For the benefit of
 25 summary judgment they're all protected by privilege.

1 We sent that to them, which clearly -- in a room I
 2 can call Sam every name in the book I want to as long
 3 as it's not published. Sending it to them isn't a
 4 problem.

5 If you're in this room you might be able to
 6 when Court's going on. Sending it to them isn't a
 7 publication. So it doesn't fall under -- who did we
 8 publish it to? We published it to the mayor of North
 9 Charleston, and we published it to the head of county
 10 council or their representative. County council is
 11 who we had a lease with that we were prevented from
 12 doing certain things because this lien was in place.
 13 We were prevented from moving on with the project.

14 They were concerned that now they have a
 15 building that's got a lien on it that they're
 16 leasing. There's a reason they were in that chain.
 17 They're intimately involved in what's going on, and
 18 they've got an interest in it. Why did the major of
 19 North Charleston -- our contract had a reverter
 20 clause in it. If we didn't close not only did we
 21 have to give them their money back -- not only did
 22 they get the property back, we had to give them that
 23 amount of money. There was a reverter clause in our
 24 original purchase agreement. We had, because of
 25 that, to close on the property.

1 The City of North Charleston, if you remember
2 the articles that were written about the development
3 of this area of town and building grocery stores over
4 there that never happened, they were very much
5 involved in not wanting this hospital back. With
6 this lien in place that was a very real issue. If we
7 hadn't talked the bank into buying off this lien we
8 would have defaulted -- North Charleston would have
9 ended up back with property and we would have been
10 hit with a penalty. That's the last thing North
11 Charleston wants is to have that Navy hospital back.
12 They were very, very involved in making sure the
13 closing when through.

14 That's the privilege. We didn't go out and
15 tell it to people who had no interest in it. We told
16 it to people that were asking us questions, what the
17 heck is going on? We got this lien -- we found out
18 that -- what's going on? Is it going to stop our
19 closing? Here's why it's not. Here's why we think
20 it's a wrongful lien. That's all privileged.
21 There's a reason why it was discussed. It was
22 totally business. Because of that -- because the
23 documents -- because the e-mail was privileged,
24 because the discussions were privileged and they were
25 with privileged individuals, that's what raises this

1 to the level of a summary judgment motion and so I
2 think the defamation cause of action -- first of all,
3 they're not defamatory.

4 If you just read them they're not defamatory,
5 but honestly, that's a factual issue. You know, is
6 it right for today? No. I still think they're not
7 defamatory, but the privilege part of it, that is
8 summary judgment material. These parties were
9 privileged people. They were involved for a purpose,
10 business purpose, and because of that, Your Honor, I
11 think that their cause of action for defamation
12 should fail.

13 THE COURT: All right, thank you. Mr. Wilson,
14 any reply?

15 MR. WILSON: Thank you, Your Honor. First,
16 just to address their efforts to dissolved the lien,
17 you know, again we're walking back to talking about
18 the statute 29-5-21(b) and again, it simply requires
19 agent -- a real estate agent provided licensed
20 services for procuring a person that rents or leases
21 commercial real estate. That is a commercial lease.
22 It has been rented.

23 Just because you are renting a property and
24 the tenant hasn't occupied the property doesn't mean
25 it's not rented. You can't put someone else in

1 there. It is rented. It is leased. The lease is
2 signed. They paid for it. They paid a down payment
3 for it. They've released press releases announcing
4 the County lease. They've improved the property.
5 They're paying contractors to improve the property to
6 meet the specifications in that lease. They haven't
7 paid a lot of those people either, though. That's
8 why there's so many liens on this property.

9 They're trying to put my client in an
10 impossible position. What else, other than
11 presenting all the work we've done -- I want to
12 say -- this work, directly refutes any statement in
13 an affidavit filed by Mr. Blackburn or Mr. Durbanio
14 that we didn't work on the Charleston County lease.
15 It's cited with specificity. Just look at Exhibit 4,
16 many, many e-mails. It's not all of them, but it's
17 many of the e-mails demonstrating everything my
18 client did there for the Charleston County lease
19 which is currently in existence which has been
20 executed. So we have met the provisions of
21 29-5-21(b).

22 I guess to finish my thought, the impossible
23 position, what else could we possibly bring to the
24 Court, or any real estate agent bring to the Court,
25 to show that they helped procure a tenant? I'm not

1 sure what else there is that we can show.

2 I mean, do we have to be at the table when the
3 lease is signed? Do we have to be involved in every
4 meeting with a potential tenant? That's not what
5 this says. We have to provide licensed real estate
6 services. Once we start marketing that property
7 directly to Charleston County we're part of that
8 team. We have helped provide that tenant.

9 The other impossible position they're trying
10 to put us in is this argument that we're somehow
11 premature. Well, as this Court is well aware, we've
12 got strict deadlines to file a lien and then file a
13 complaint of foreclosure only -- we have six months
14 to file that complaint.

15 They're saying we filed it too soon. We had
16 to file. We had no choice under the clear terms of
17 the statute. There's nothing in there that shows you
18 can't file it before X date. As this Court is well
19 aware, people frequently file liens earlier than they
20 absolutely have to to make sure that their rights are
21 protected. That's what my clients have done.

22 THE COURT: Refresh my memory on the amount of
23 the lien that was filed. Have you-all amended that?
24 I wanted to be clear on that.

25 MR. WILSON: Yes, Your Honor. So the amount

1 of the original lien was -- let me get back to that
 2 here -- was 138,000. Okay?
 3 THE COURT: Okay. Filed what date?
 4 MR. WILSON: Pardon?
 5 THE COURT: Filed what date?
 6 MR. WILSON: Hold on. I have to look that up.
 7 THE COURT: I don't want to get you side
 8 tracked. Filed timely as far as you believe?
 9 There's no question about that?
 10 MR. WILSON: No. That's never been raised.
 11 THE COURT: Okay.
 12 MR. WILSON: Half of the commission now is
 13 147,130.50.
 14 THE COURT: So my question to you is, did
 15 you-all amend your lien?
 16 MR. WILSON: Yes, we did.
 17 THE COURT: And that's been done since then?
 18 Okay. All right.
 19 MR. WILSON: It's in the summary judgment.
 20 It's an exhibit to our summary judgment motion. It's
 21 an amended verified statement.
 22 THE COURT: I've got it.
 23 MR. WILSON: And that includes attorney's
 24 fees, and that's the one we're arguing on today.
 25 (Off-the-record conference.)

1 THE COURT: You have a claim for attorney's
 2 fees, but not in the lien I hope, right?
 3 MR. WILSON: That's correct.
 4 MR. SMITH: Yes.
 5 THE COURT: That's all statutory. We can do
 6 that process later. All right.
 7 MR. WILSON: So let's see. Before I go on to
 8 defamation, on the defamation -- you know, honestly,
 9 I would urge the Court to simply go read this e-mail.
 10 This is an e-mail that accuses my client of acting
 11 unethically, of not doing their job, of not adhering
 12 to the contracts they've entered. It's all about why
 13 we're not -- why Chicora isn't going to pay Lee and
 14 Associates a commission, and we wouldn't be here
 15 today about it except they copied the mayor of North
 16 Charleston and Charleston County.
 17 They claim that they're involved in this.
 18 Those entities have zero involvement in what
 19 commission is owed to Lee and Associates, and that's
 20 what that e-mail is about. They're not a party.
 21 North Charleston isn't a party to the exclusive
 22 agency agreement. Charleston County isn't a party to
 23 the exclusive agency agreement. There's no reason to
 24 copy those entities except for one, and that is to
 25 embarrass my client publically and defame him.

1 The only thing it raises is, what is it that
 2 they've been telling -- Mr. Blackburn's been telling
 3 Charleston County beforehand that wasn't copied to
 4 our client. That may be the mystery of why
 5 Charleston County doesn't want to talk to my client
 6 in April. I don't know what Mr. Blackburn has been
 7 telling them, but if it's anything like this e-mail
 8 he sent in August, it isn't very good. So that's not
 9 privilege. Those entities have no involvement in
 10 this fight. None. Thank you.
 11 THE COURT: Very good.
 12 MR. SMITH: Your Honor, if I could just
 13 address a couple of points?
 14 THE COURT: Sure.
 15 MR. SMITH: Clearly these entities have a
 16 vested interest in whether or not they're going to be
 17 able to lease the building or whether or not they're
 18 going to be able to close on the property to save the
 19 City of North Charleston from having to take that
 20 hospital back.
 21 THE COURT: But they would be third parties to
 22 this agreement, though, right?
 23 MR. SMITH: They would be. Yes. We had to --
 24 THE COURT: There's no doubt there's been
 25 publication to a third party relative to this

1 contract, right?
 2 MR. SMITH: Well, yes, the third parties.
 3 There's no doubt that there's a publication to a
 4 third party not part of this contract.
 5 THE COURT: I've got it. Take me back to your
 6 argument on why it would be privileged.
 7 MR. SMITH: Because they filed a lien. When
 8 they filed a lien that brought in the tenant of the
 9 property that's been liened. They have a vested
 10 interest in what the heck is going on. It stopped a
 11 closing with the City of North Charleston who had a
 12 reverter clause who was going to end up with the
 13 property again if this closing didn't go through. So
 14 they're very interested in what the heck is going on
 15 and why is this lien in place? That lien brought
 16 those two parties into play as to why we had to
 17 explain to them why we thought Lee wasn't entitled to
 18 the money, and what was the genesis of this lien? We
 19 don't think we owe him the money. I mean, that's
 20 what that discussion was.
 21 I think if we had just said we don't owe him
 22 the money they would have asked why so we explained
 23 it. I think that clearly that's a business thing.
 24 Anytime you say -- anytime there's a dispute if you
 25 take their logical -- their reading of that e-mail

1 and I second very much so the reading of the e-mails,
 2 every time there's a dispute as to whether or not
 3 money's owed, if you take their line of thought,
 4 there's going to be a libel claim here. I don't owe
 5 the money because he didn't do the work right.
 6 That's libelous. That's not libelous. That's
 7 exactly what that e-mail says. Clearly these people
 8 are privileged.

9 Now, another reason that we had put in our
 10 brief, and I though we had briefed it very well, but
 11 I'll just go ahead and say because it was brought up
 12 about the amount of the lien of why we think the lien
 13 is too much. That falls into that 1 percent problem,
 14 the ambiguity of the contract. What they filed the
 15 lien for is 1 percent of 25 years of the lease. You
 16 show me anywhere in that agreement, anywhere in that
 17 agreement that says they get 1 percent of 25 years.
 18 They got 4 percent for five years, 2 percent of the
 19 next five years, and then a percentage of any
 20 reupping of the lease after that which would be in 25
 21 and a half years or whatever.

22 There is nothing in that agreement that says
 23 that they're entitled to 1 percent of 25 years. If
 24 that's correct, and in October the lease was signed
 25 and went up to 2.5 percent, they would get a little

1 over two times the amount that they would have gotten
 2 under the original lease if they weren't the
 3 disclosed party, which clearly is not the intentions
 4 of the parties. That 1 percent substitutes in for
 5 the 4 and the 2 and they get it for ten years under
 6 the terms of their own agreement.

7 To go back I would like to quote what Counsel
 8 said because I think it's incredibly important, and
 9 he said, this information and he's putting his hand
 10 on a stack of documents, which who knows what they
 11 are -- I'm sure they are what he purports them to be
 12 because he's an honorable guy, but it looks like a
 13 lot of copies of a lot of brochures and a lot of
 14 pamphlets that may have been used -- I've used that
 15 trick before. Here's my stack of documents. Forget
 16 that.

17 He says, This information refutes any
 18 affidavit. It can't. At this stage, at summary
 19 judgment, it can't. Any inference must be given to
 20 the nonmoving party. If there is a scintilla of an
 21 evidentiary question concerning factual issues it
 22 must be read in the light most favorable to the
 23 nonmoving party. That's where we are.

24 Clearly we have a dispute as to whether or not
 25 they performed the work. Clearly that dispute is

1 factual. At this point I think that Motion for
 2 Summary Judgment -- I think we need a trial on that
 3 issue if we go forward. That's where we are with
 4 that, Your Honor.

5 THE COURT: Very good. Thank you, Mr. Smith.
 6 Let me tell you-all what my initial thoughts are on
 7 this and where I would like you-all to sort of lead
 8 me. I'm not prepared to rule today. I do want to
 9 read more of this and sort of ingest this.

10 The first case that I think of when I hear
 11 about a real estate commission due and owing is the
 12 Skull Creek case out of Hilton Head. You-all need to
 13 take a look at that case and shepardize that case and
 14 bring that current. I think that was from the late
 15 '80s if I remember right. It's back when I was
 16 practicing law. The old Skull Creek case. I still
 17 think that's good law, and I still think it's sort of
 18 a leading case on whether or not a real estate
 19 commission is earned. Okay? I'm pretty sure that
 20 was a sale case, and this was a commercial lease
 21 case. We now have a statute that talks about the
 22 right to file a mechanic's lien, which of course
 23 didn't exist back then. So that's a relatively new
 24 creature of statute.

25 What I would like you-all to do would be to

1 submit to me -- you-all have done a lot of the work
 2 by doing your memo. I would like for you-all to
 3 submit to me proposed orders ruling in your favor.
 4 If you can do that within a week's time that would be
 5 great. I would like to get you-all something going.
 6 We're set for trial, I think it's the 10th, if I'm
 7 not mistaken, of November. That's relatively soon.
 8 I might could get you-all my ruling on this. The
 9 damages question, the amount question, is what's
 10 really sort of puzzling me as we sit here today. I
 11 kind of need to know how that was calculated from the
 12 Plaintiff's perspective and as to how you came up
 13 with what you came up with.

14 As I go back, sort of my format with the way
 15 I'm thinking about it -- Skull Creek is the first
 16 thing that came to me. The other one had to do with
 17 the language of the contract itself and whether it's
 18 ambiguous or unambiguous. That's something you-all
 19 are going to need to address. Mr. Smith has argued
 20 the ripeness issue. You-all need to address that.

21 When I look at my analysis on the contract
 22 itself, these are the questions I asked earlier. Do
 23 we have an executed contract? I believe the answer
 24 is yes. Do we have a ratified contract? That's a
 25 question in my mind. Okay? You need to address that

1 one. Do we have occupancy? Clearly the answer to
2 that is no.

3 So the question of when is that commission
4 earned, how much that commission is, and whether or
5 not a contract has been ratified is what I'm looking
6 at on this issue, this summary judgment issue is
7 there is no genuine issue of material fact.

8 Mr. Smith, on the defamatory question, I will
9 certainly take a further look at the e-mail, but I
10 think that in order to sustain a Motion for Summary
11 Judgment you're going to have to show that there's
12 some type of privilege in there in order to get that
13 ruled in your favor. Other than that, it's generally
14 factual issues. That's just my feeling on that.

15 So we have the question of the breach of
16 contract, we have the issue of the mechanic's lien
17 and then we have the issue of defamation. That's
18 really what we're addressing here today -- okay -- so
19 to the extent we can narrow these issues down and
20 make a trial a little bit easier to move forward.
21 Okay? All right, gentlemen, thank you-all for your
22 presentation. I appreciate you-all coming in today.
23 Very good. Send that into me by Word. Send it in to
24 Mr. Conner if you would. That would be great. Thank
25 you.

1 (The proceedings were concluded at 11:18 a.m.)
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 State of South Carolina)
2)

3 County of Charleston) C E R T I F I C A T E
4

5 I, Christine A. Smith, Court Reporter and
6 Notary Public for the State of South Carolina at
7 Large, do hereby certify that the foregoing
8 transcript is a true, accurate, and complete record.

9 I further certify that I am neither related to
10 nor counsel for any party to the cause pending or
11 interested in the events thereof.

12 Witness my hand, I have hereunto affixed my
13 official seal this 17th day of November, 2015 at
14 Charleston, Charleston County, South Carolina.
15
16
17

18 _____
19 Christine A. Smith
20 Notary Public
21 My Commission Expires
22 May 12, 2021
23
24
25

\$ \$100,000 [1] - 17:11 \$12 [1] - 9:20 \$138,000 [1] - 10:10 \$294,000 [1] - 9:23 \$4,500 [1] - 10:15 \$93,000 [1] - 34:23	25 [7] - 23:25, 24:3, 24:6, 49:15, 49:17, 49:20, 49:23 25-year [3] - 9:20, 22:9, 24:14 29-5-10 [2] - 34:1, 36:16 29-5-20 [1] - 36:16 29-5-21(b) [1] - 42:18 29-5-21(b) [2] - 13:1, 43:21 29-5-21(b)(2) - 35:2, 35:11 29401 [1] - 2:4 29417 [1] - 1:22 29423 [1] - 2:10	9 93,000 [1] - 35:6 958-5071 [1] - 1:23 98,000 [1] - 9:20	agent [11] - 5:11, 8:18, 10:3, 20:5, 20:7, 25:22, 29:8, 39:14, 42:19, 43:24 agent's [1] - 29:14 agents [2] - 13:4, 13:21	answer [2] - 52:23, 53:1 anytime [2] - 48:24 anyway [1] - 39:1 appearances [1] - 3:5
'80s [1] - 51:15		A		APPEARANCES [1] - 2:1
1 1 [23] - 2:9, 9:13, 9:14, 9:16, 22:25, 23:5, 23:7, 23:8, 23:10, 23:21, 23:23, 23:24, 23:25, 33:2, 35:16, 35:22, 49:13, 49:15, 49:17, 49:23, 50:4 1.17 [1] - 9:21 1/2 [2] - 24:3, 24:7 10 [1] - 37:24 100 [2] - 1:15, 17:14 10:03 [1] - 1:14 10th [1] - 52:6 11:18 [1] - 54:1 12 [1] - 55:19 138 [1] - 10:17 138,000 [1] - 45:2 147 [1] - 10:13 147,130.50 [2] - 9:24, 45:13 15-year [2] - 22:19, 22:24 15G [3] - 8:16, 25:18, 25:19 17th [1] - 55:12	3 3 [1] - 8:2 30 [2] - 8:12, 9:14 30276 [1] - 1:22 30th [5] - 6:1, 6:4, 10:19, 10:24, 11:15 31st [1] - 24:2 321 [1] - 2:4	a.m [2] - 1:14, 54:1 able [3] - 40:5, 47:17, 47:18 absolutely [1] - 44:20 acceptance [2] - 28:5, 28:18 accepted [4] - 20:15, 21:10, 21:22, 28:3 accommodated [1] - 3:19 accordance [1] - 35:20 accurate [1] - 55:7 accuses [1] - 46:10 acknowledged [1] - 25:7 acquisition [1] - 39:18 act [1] - 14:1 acting [2] - 5:11, 46:10 action [2] - 42:2, 42:11 actual [1] - 36:4 addendum [3] - 23:15, 24:21 additional [1] - 12:23 address [6] - 4:9, 42:16, 47:13, 52:19, 52:20, 52:25 addressing [1] - 53:18 adhering [1] - 46:11 advisor [1] - 15:4 affect [1] - 29:14 affidavit [5] - 6:24, 17:6, 37:11, 43:13, 50:18 affidavits [6] - 6:9, 16:20, 16:21, 17:19, 18:18, 18:24 affiliated [1] - 35:14 affixed [1] - 55:11 agencies [1] - 20:24 agency [18] - 4:22, 5:10, 5:15, 7:22, 8:1, 8:17, 8:25, 10:21, 11:8, 11:12, 11:24, 12:4, 12:5, 12:18, 38:10, 39:11, 46:22, 46:23 agency's [1] - 28:10	agree [7] - 12:11, 22:1, 26:17, 26:20, 26:25, 27:2, 27:6 agreement [54] - 4:22, 5:10, 5:16, 5:22, 5:25, 7:22, 8:2, 8:17, 8:25, 9:3, 9:10, 10:22, 11:9, 11:12, 11:14, 11:24, 12:4, 12:6, 12:7, 12:11, 12:18, 15:23, 17:8, 19:18, 20:3, 20:4, 22:1, 22:8, 25:15, 26:16, 26:17, 27:6, 29:16, 29:17, 29:19, 32:8, 32:14, 33:11, 35:16, 35:21, 35:22, 35:24, 38:10, 39:12, 39:17, 40:24, 46:22, 46:23, 47:22, 49:16, 49:17, 49:22, 50:6 agreements [2] - 26:20, 27:2 ahead [3] - 4:7, 9:25, 49:11 all's [4] - 19:7, 19:15, 27:8, 32:9 allege [2] - 29:9, 29:22 allotted [1] - 21:23 allow [1] - 13:3 ambiguity [1] - 49:14 ambiguous [8] - 19:7, 19:9, 19:16, 24:12, 24:19, 24:22, 52:18 ambiguous/unambiguous [1] - 19:15 amend [1] - 45:15 amended [3] - 10:12, 44:23, 45:21 amount [14] - 9:2, 10:12, 12:15, 20:25, 30:5, 30:9, 32:4, 32:5, 40:23, 44:22, 44:25, 49:12, 50:1, 52:9 amounts [3] - 28:22, 28:23, 28:24 analysis [1] - 52:21 analyzing [1] - 15:8 announcing [1] - 43:3	apportion [1] - 31:25 apportioned [4] - 21:8, 31:6, 34:18, 35:8 appraisal [1] - 7:7 appraiser [1] - 15:1 appreciate [2] - 3:18, 53:22 appropriated [2] - 20:12, 30:20 appropriation [4] - 26:11, 28:6, 28:18, 31:21 appropriations [1] - 20:11 approval [1] - 26:12 approved [1] - 20:16 April [4] - 18:1, 18:4, 18:7, 47:6 architects [1] - 14:1 area [1] - 41:3 argue [1] - 24:25 argued [2] - 23:18, 52:19 arguing [5] - 16:8, 18:22, 19:12, 19:13, 45:24 argument [17] - 7:23, 16:11, 17:7, 18:10, 27:13, 29:20, 31:14, 32:18, 32:19, 33:5, 33:18, 34:11, 36:12, 37:2, 37:6, 44:10, 48:6 arguments [3] - 12:19, 30:3, 37:10 articles [2] - 34:3, 41:2 aside [1] - 21:24 assert [1] - 13:4 associate [1] - 27:17 associated [1] - 6:20 associates [1] - 27:21 Associates [28] - 1:3, 3:4, 5:11, 5:16, 6:3, 6:5, 6:11, 6:15, 6:20, 6:24, 7:5, 7:18, 9:4, 9:7, 10:25, 11:16, 11:25, 13:12, 14:6, 14:22, 18:1, 38:3, 38:9, 39:2, 39:5,
2 2 [12] - 5:19, 22:12, 22:21, 23:4, 23:10, 23:22, 24:3, 24:7, 29:7, 29:18, 49:18, 50:5 2(b) [1] - 35:4 2.5 [1] - 49:25 20 [1] - 34:1 201,448.85.this [1] - 10:16 2014 [5] - 5:14, 8:12, 9:14, 24:2 2014-CP-10-7481 [2] - 1:5, 3:5 2015 [2] - 1:15, 55:12 2021 [1] - 55:19 21 [2] - 5:14, 34:1 23 [2] - 8:25, 9:12	5 50 [6] - 8:8, 8:9, 8:23, 23:20, 25:6, 25:11 50,000 [1] - 10:14 54 [2] - 31:21, 33:8	4 4 [15] - 8:4, 8:6, 14:10, 20:7, 22:11, 22:20, 23:3, 23:10, 23:22, 25:5, 29:12, 32:10, 43:15, 49:18, 50:5 40-57-137 [1] - 13:20 4A [6] - 8:6, 19:24, 23:17, 23:19, 24:16, 26:3 4th [3] - 18:1, 18:4, 18:7		
	7 722-7733 [1] - 2:5 7455 [1] - 2:9 760-0220 [1] - 2:10	8 8 [1] - 1:15 84 [1] - 2:10 843 [2] - 1:23, 2:5		

39:17, 46:14, 46:19
assumes [1] - 34:4
attached [2] - 5:7,
 8:15
attempt [1] - 26:19
attempted [1] - 24:20
attempting [2] -
 5:24, 24:13
attended [1] - 14:21
attorney's [3] -
 10:14, 45:23, 46:1
ATTORNEYS [2] -
 2:2, 2:6
August [1] - 47:8
available [1] - 11:5
aware [4] - 4:11,
 4:24, 44:11, 44:19

B

bad [3] - 3:24, 39:13,
 39:16
bank [1] - 41:7
base [2] - 20:8, 22:13
based [5] - 9:15,
 9:18, 10:9, 12:24,
 30:9
basic [1] - 33:4
basis [2] - 5:6, 31:12
Bates [1] - 14:12
Bay [1] - 2:4
beforehand [1] -
 47:3
begin [1] - 16:25
beginning [1] - 5:13
behind [1] - 36:25
benefit [6] - 34:7,
 34:14, 36:3, 36:10,
 37:18, 39:24
benefited [1] - 36:23
benefits [3] - 34:8,
 35:1, 36:17
benefitted [5] - 34:6,
 34:10, 34:12, 34:19
best [1] - 37:20
bet [1] - 27:18
better [1] - 3:25
between [10] - 6:15,
 9:3, 15:24, 21:25,
 26:9, 27:12, 30:20,
 31:15, 34:3, 35:23
biggest [1] - 12:25
bit [2] - 11:22, 53:20
Black's [3] - 27:16,
 27:25, 28:13
blackburn [2] - 7:25,
 47:6
Blackburn [5] - 1:7,
 6:17, 7:13, 37:25,
 43:13

Blackburn's [1] -
 47:2
Bob [1] - 18:12
bonded [2] - 38:23,
 38:24
book [1] - 40:2
books [1] - 27:16
bottom [2] - 29:7,
 29:17
Box [1] - 1:22
breach [3] - 4:18,
 15:17, 53:15
breached [1] - 38:9
brief [3] - 23:14,
 37:24, 49:10
briefed [1] - 49:10
briefly [1] - 32:22
bring [5] - 27:21,
 31:3, 43:23, 43:24,
 51:14
bringing [1] - 10:15
broad [1] - 14:6
Broad [1] - 1:15
brochure [3] - 11:23,
 11:25, 12:6
brochures [1] -
 50:13
brokers [1] - 39:8
brought [6] - 6:8,
 37:5, 37:6, 48:8,
 48:15, 49:11
build [2] - 17:11,
 36:21
building [5] - 15:5,
 17:12, 40:15, 41:3,
 47:17
builds [1] - 36:22
bunch [2] - 31:18,
 31:19
business [4] - 26:23,
 41:22, 42:10, 48:23
buy [1] - 27:12
buying [1] - 41:7

C

calculable [1] - 21:5
calculated [5] - 8:5,
 9:18, 20:7, 32:25,
 52:11
calendar [1] - 3:20
canceled [1] - 3:18
cancelled [1] - 18:14
Carl [1] - 3:8
CAROLINA [1] - 1:1
Carolina [5] - 1:16,
 1:22, 55:1, 55:5,
 55:13
case [20] - 3:3, 3:4,
 8:10, 8:15, 23:11,

28:3, 28:11, 28:16,
 30:5, 32:2, 37:13,
 38:24, 51:10, 51:12,
 51:13, 51:16, 51:18,
 51:20, 51:21
CASE [1] - 1:5
cash [1] - 25:6
casmith@
charlestoncounty.
org [1] - 1:23
cc'd [1] - 18:3
Center [1] - 1:6
certain [1] - 40:12
certainly [1] - 53:9
certify [2] - 55:6,
 55:8
cetera [2] - 13:15
chain [1] - 40:16
change [3] - 11:8,
 23:10, 33:15
changed [2] - 34:20,
 34:21
CHARLESTON [1] -
 1:2
Charleston [47] -
 1:3, 1:15, 1:22, 2:4,
 2:10, 6:21, 6:25, 7:9,
 7:15, 7:20, 8:11, 8:13,
 9:9, 9:11, 9:19, 10:2,
 11:18, 14:15, 14:18,
 14:20, 14:21, 14:22,
 15:3, 15:9, 15:12,
 15:13, 20:23, 39:18,
 40:9, 40:19, 41:1,
 41:8, 41:11, 43:14,
 43:18, 44:7, 46:16,
 46:21, 46:22, 47:3,
 47:5, 47:19, 48:11,
 55:2, 55:13
Chicora [19] - 1:6,
 1:6, 3:4, 5:12, 6:15,
 6:17, 7:3, 7:4, 7:5,
 7:12, 9:4, 9:5, 10:2,
 11:2, 14:17, 15:8,
 15:21, 46:13
choice [1] - 44:16
Christine [4] - 1:13,
 1:21, 55:4, 55:17
cited [2] - 20:6,
 43:15
City [3] - 41:1, 47:19,
 48:11
claim [4] - 15:20,
 46:1, 46:17, 49:4
claims [2] - 4:19,
 15:20
clause [5] - 22:16,
 30:11, 40:20, 40:23,
 48:12
clauses [3] - 21:18,

21:19, 30:14
clear [13] - 4:21,
 4:23, 6:9, 8:2, 8:16,
 11:9, 14:8, 15:23,
 26:1, 32:7, 32:23,
 44:16, 44:24
Clearly [1] - 53:1
clearly [14] - 5:15,
 5:19, 15:25, 23:1,
 29:21, 31:15, 32:12,
 40:1, 47:15, 48:23,
 49:7, 50:3, 50:24,
 50:25
client [22] - 5:10,
 6:12, 7:16, 8:20,
 14:13, 15:1, 20:2,
 25:23, 25:24, 26:4,
 29:15, 33:10, 43:9,
 43:18, 46:10, 46:25,
 47:4, 47:5
clients [6] - 4:23,
 10:20, 17:4, 29:8,
 33:15, 44:21
close [3] - 40:20,
 40:25, 47:18
closing [5] - 38:25,
 41:13, 41:19, 48:11,
 48:13
Closser [1] - 2:8
colleague [1] - 16:5
collect [1] - 29:15
Columbia [1] - 4:1
coming [3] - 3:18,
 4:1, 53:22
commercial [7] -
 13:3, 13:9, 35:18,
 39:8, 42:21, 51:20
commission [32] -
 4:23, 5:16, 8:3, 8:5,
 8:7, 8:10, 8:17, 8:22,
 9:7, 9:14, 9:18, 9:22,
 9:23, 10:16, 11:4,
 11:8, 11:10, 11:20,
 13:5, 15:24, 23:4,
 25:21, 32:25, 33:11,
 33:16, 45:12, 46:14,
 46:19, 51:11, 51:19,
 53:3, 53:4
Commission [1] -
 55:18
commissions [3] -
 19:25, 29:13, 29:15
Commissions [1] -
 20:1
COMMON [1] - 1:1
community [1] - 4:3
company [2] - 38:3,
 39:6
comparables [1] -
 15:2

complaint [2] -
 44:13, 44:14
complaints [4] - 6:3,
 10:24, 18:9, 18:11
complete [1] - 55:7
concerned [1] -
 40:14
concerning [1] -
 50:21
concerns [1] - 16:11
concluded [1] - 54:1
conference [1] -
 45:25
confirming [1] -
 29:23
confirms [1] - 8:17
conflict [1] - 39:8
conflicts [1] - 39:2
conjunction [1] -
 24:17
conner [1] - 53:24
consider [2] - 39:6,
 39:7
consideration [3] -
 21:12, 34:22, 34:24
contact [1] - 5:6
contained [3] -
 23:19, 32:25, 35:21
contention [1] - 5:21
contested [1] - 32:2
context [2] - 10:18,
 13:2
contingency [1] -
 33:6
continue [1] - 29:14
contract [39] - 4:18,
 4:25, 5:1, 11:19,
 12:19, 12:20, 15:17,
 16:22, 16:24, 17:5,
 18:25, 19:6, 19:15,
 21:16, 26:4, 26:18,
 28:15, 29:2, 29:3,
 29:5, 30:24, 31:5,
 31:6, 31:12, 32:4,
 32:10, 32:11, 36:6,
 37:14, 40:19, 48:1,
 48:4, 49:14, 52:17,
 52:21, 52:23, 52:24,
 53:5, 53:16
contractor [5] -
 17:10, 17:13, 17:17,
 36:20, 36:21
contractors [1] -
 43:5
contracts [3] - 13:25,
 23:6, 46:12
controlling [1] - 20:5
copied [2] - 46:15,
 47:3
copies [1] - 50:13

copy [3] - 5:6, 6:12, 46:24
correct [12] - 10:12, 19:17, 20:21, 25:8, 25:9, 25:13, 25:14, 30:25, 32:13, 38:22, 46:3, 49:24
costs [1] - 10:14
council [2] - 40:10
Council [1] - 21:9
COUNSEL [1] - 2:1
counsel [1] - 55:9
Counsel [3] - 18:10, 20:6, 50:7
Counsel's [1] - 23:12
count [1] - 15:13
counterclaims [1] - 15:21
County [46] - 2:9, 6:21, 6:25, 7:9, 7:15, 7:20, 8:11, 8:13, 9:9, 9:11, 9:19, 10:2, 11:18, 14:15, 14:18, 14:21, 14:22, 15:9, 15:12, 15:13, 18:13, 18:17, 19:20, 20:10, 20:15, 20:23, 21:9, 21:15, 21:22, 21:25, 22:5, 28:3, 28:5, 28:18, 36:8, 36:13, 43:4, 43:14, 43:18, 44:7, 46:16, 46:22, 47:3, 47:5, 55:2, 55:13
COUNTY [1] - 1:2
county [4] - 14:20, 31:23, 40:9, 40:10
County's [3] - 15:3, 25:2, 39:18
couple [2] - 10:20, 47:13
course [9] - 7:21, 8:10, 11:18, 31:9, 34:2, 35:22, 37:2, 38:5, 51:22
court [1] - 3:17
COURT [49] - 1:1, 3:3, 3:9, 3:13, 3:25, 4:7, 4:12, 12:14, 16:1, 16:3, 19:5, 19:12, 19:22, 19:25, 25:4, 25:11, 25:15, 25:17, 25:21, 26:8, 27:8, 27:18, 27:23, 32:7, 32:14, 32:17, 32:21, 33:17, 33:20, 34:15, 34:20, 35:10, 42:13, 44:22, 45:3, 45:5, 45:7, 45:11, 45:14, 45:17, 45:22, 46:1,

46:5, 47:11, 47:14, 47:21, 47:24, 48:5, 51:5
Court [13] - 1:13, 1:21, 4:24, 6:8, 15:22, 16:2, 28:20, 43:24, 44:11, 44:18, 46:9, 55:4
Court's [1] - 40:6
creature [1] - 51:24
Creek [3] - 51:12, 51:16, 52:15
Cross [1] - 2:9
cross [2] - 3:14, 7:13
current [1] - 51:14

D

damages [2] - 21:4, 52:9
date [4] - 10:15, 44:18, 45:3, 45:5
deadlines [2] - 12:5, 44:12
deal [1] - 22:25
dealing [1] - 4:25
deals [2] - 8:5, 13:20
decide [2] - 12:12, 29:25
decrease [1] - 20:25
decreased [1] - 21:2
deemed [2] - 8:18, 25:21
defamation [9] - 15:20, 33:25, 37:19, 38:11, 42:2, 42:11, 46:8, 53:17
defamatory [4] - 42:3, 42:4, 42:7, 53:8
defame [1] - 46:25
defamed [3] - 38:1, 38:2
defaulted [1] - 41:8
DEFENDANT [1] - 2:6
Defendants [3] - 1:8, 3:10, 6:6
defendants [1] - 39:11
defense [2] - 7:17, 17:16
defenses [3] - 11:3, 11:5, 12:23
defined [1] - 13:18
defines [1] - 17:5
definitely [1] - 8:14
definition [1] - 28:1
deliver [2] - 38:17, 38:18
demanding [1] - 7:5

demonstrate [1] - 6:8
demonstrating [1] - 43:17
deposit [1] - 36:11
described [2] - 35:16, 35:21
determination [1] - 17:18
determine [2] - 15:6, 30:18
determined [2] - 28:9, 30:13
determining [1] - 15:4
development [1] - 41:2
DHEC [1] - 21:3
Dictionary [3] - 27:16, 27:25, 28:13
difference [2] - 30:20, 39:15
differences [1] - 34:3
differentiated [1] - 27:11
dime [1] - 34:12
directly [2] - 43:12, 44:7
disagree [1] - 33:17
disappear [1] - 27:22
disclosed [1] - 50:3
discussed [1] - 41:21
discussion [1] - 48:20
discussions [1] - 41:24
dispute [7] - 31:2, 31:15, 31:17, 48:24, 49:2, 50:24, 50:25
disputes [1] - 31:17
dissolution [1] - 33:25
dissolve [2] - 33:23, 33:24
dissolved [1] - 42:16
document [1] - 33:1
documents [4] - 31:19, 41:23, 50:10, 50:15
done [10] - 7:10, 10:25, 16:10, 22:2, 35:20, 37:14, 43:11, 44:21, 45:17, 52:1
double [1] - 24:8
doubt [2] - 47:24, 48:3
down [13] - 3:14, 10:5, 11:22, 12:8, 16:6, 16:14, 22:16,

24:1, 24:2, 43:2, 53:19
draft [1] - 24:21
drafted [3] - 15:6, 19:18, 22:9
drill [6] - 11:22, 12:8, 16:5, 16:6, 16:14
due [25] - 8:8, 8:9, 8:22, 9:23, 20:8, 20:10, 21:7, 21:10, 21:14, 21:15, 22:3, 22:13, 23:18, 24:25, 25:1, 25:11, 28:22, 28:23, 28:24, 30:5, 30:6, 31:11, 32:5, 32:6, 51:11
Durbano [4] - 6:17, 7:11, 7:14, 43:13
during [7] - 5:17, 8:4, 16:13, 18:9, 20:4, 22:23, 35:15

E

e [1] - 35:3
e-mail [10] - 18:12, 29:23, 41:23, 46:9, 46:10, 46:20, 47:7, 48:25, 49:7, 53:9
e-mails [15] - 6:14, 6:19, 6:20, 7:4, 10:20, 12:8, 14:12, 17:25, 18:5, 31:18, 38:1, 43:16, 43:17, 49:1
early [1] - 29:1
earn [2] - 11:20, 34:8
earned [6] - 4:24, 8:7, 8:18, 25:22, 51:19, 53:4
easier [2] - 5:8, 53:20
East [1] - 2:4
easy [1] - 5:5
edited [1] - 15:7
effort [1] - 9:2
efforts [4] - 31:9, 31:10, 36:18, 42:16
either [1] - 43:7
embarrass [1] - 46:25
end [1] - 48:12
ended [1] - 41:9
enforce [1] - 15:22
enforceable [4] - 26:5, 26:6, 26:16, 27:2
enforced [1] - 4:22
enforcement [1] - 12:22
engineers [1] - 14:2

enter [5] - 5:25, 22:17, 22:19, 22:24, 26:8
entered [13] - 8:19, 8:21, 9:13, 9:16, 11:1, 19:20, 20:10, 20:21, 25:22, 25:24, 26:9, 34:23, 46:12
entering [3] - 9:3, 11:24, 20:2
enters [1] - 35:25
entities [9] - 9:8, 9:9, 9:11, 9:13, 12:13, 46:18, 46:24, 47:9, 47:15
entitled [10] - 15:16, 17:9, 19:2, 20:13, 22:18, 24:5, 24:24, 30:16, 48:17, 49:23
entity [3] - 31:24, 31:25, 35:18
equally [1] - 21:25
Equity [2] - 1:21, 28:21
Eric [1] - 15:4
Esq [3] - 2:3, 2:7, 2:8
estate [18] - 5:11, 6:7, 13:4, 13:10, 13:19, 13:20, 13:23, 13:25, 14:11, 35:13, 35:19, 42:19, 42:21, 43:24, 44:5, 51:11, 51:18
et [2] - 13:15
event [1] - 29:7
events [1] - 55:10
evidence [4] - 10:24, 14:10, 16:17, 26:20
evidentiary [1] - 50:21
exact [1] - 14:12
exactly [5] - 22:6, 30:18, 31:6, 31:20, 49:7
example [2] - 12:17, 30:8
exceed [1] - 21:23
except [3] - 27:21, 46:15, 46:24
excess [1] - 10:17
exchanged [1] - 36:11
excluded [4] - 7:25, 9:8, 9:13
exclusion [1] - 23:16
exclusive [20] - 4:22, 5:10, 5:15, 7:22, 8:1, 8:16, 8:24, 10:21, 11:8, 11:24, 12:4, 12:5, 12:18, 17:8,

24:17, 38:9, 39:11, 39:14, 46:21, 46:23 Exclusivity [1] - 8:3 executed [13] - 8:14, 21:17, 25:8, 25:17, 26:2, 27:12, 27:13, 30:24, 32:10, 32:11, 36:1, 43:20, 52:23 execution [7] - 11:10, 23:18, 25:7, 26:4, 28:12, 33:12, 34:25 Exhibit [3] - 9:10, 14:10, 43:15 exhibit [2] - 14:9, 45:20 exhibits [1] - 13:25 exist [1] - 51:23 existence [1] - 43:19 exists [1] - 15:24 expand [1] - 13:11 expenses [1] - 15:5 expiration [1] - 29:16 Expires [1] - 55:18 explain [3] - 19:10, 19:17, 48:17 explained [1] - 48:22 extent [2] - 7:24, 53:19 eye [1] - 9:6	46:2 feet [4] - 9:21, 22:6, 26:14, 30:19 fight [1] - 47:10 figure [6] - 20:20, 24:14, 30:6, 30:7, 30:16, 31:20 figured [1] - 3:20 figures [1] - 30:21 file [10] - 6:24, 10:1, 44:12, 44:14, 44:16, 44:18, 44:19, 51:22 filed [14] - 4:5, 4:6, 4:16, 5:5, 10:8, 10:11, 43:13, 44:15, 44:23, 45:3, 45:8, 48:7, 48:8, 49:14 Filed [1] - 45:5 finally [1] - 11:2 finish [1] - 43:22 First [1] - 3:16 first [20] - 4:5, 4:6, 18:14, 20:1, 20:11, 21:12, 22:10, 22:11, 22:20, 23:8, 26:2, 27:22, 33:15, 36:15, 36:19, 36:20, 42:2, 42:15, 51:10, 52:15 five [14] - 15:11, 22:10, 22:11, 22:14, 22:21, 23:8, 23:9, 23:22, 24:6, 49:18, 49:19 five-month [1] - 15:11 fixed [8] - 20:8, 20:18, 22:5, 22:12, 26:13, 30:5, 32:4, 32:5 flat [1] - 11:3 flow [1] - 17:9 focused [1] - 4:17 FOIA [1] - 10:13 folks [1] - 3:14 following [1] - 13:21 foot [2] - 9:20, 12:15 footage [4] - 28:8, 30:6, 30:9, 33:1 Footnote [1] - 33:2 FOR [2] - 2:2, 2:6 foreclosure [2] - 4:18, 44:13 foregoing [1] - 55:6 forget [1] - 50:15 form [1] - 13:25 format [1] - 52:14 forth [1] - 6:15 forward [2] - 51:3, 53:20 four [2] - 15:10,	29:18 frequently [1] - 44:19 front [1] - 33:3 full [1] - 23:3 fully [2] - 30:24, 35:6 funny [1] - 33:5 furnish [1] - 29:8 furtherance [1] - 28:14 G gap [1] - 22:19 Gardens [2] - 1:6, 3:4 general [2] - 14:14, 15:14 generally [1] - 53:13 generate [3] - 17:21, 18:3, 31:10 generated [2] - 18:6, 31:9 genesis [1] - 48:18 gentlemen [1] - 53:21 genuine [1] - 53:7 given [3] - 20:17, 24:11, 50:19 governmental [3] - 20:24, 28:10, 31:24 grand [1] - 17:14 granted [1] - 37:16 granting [1] - 20:3 grateful [1] - 4:14 great [3] - 30:8, 52:5, 53:24 grocery [1] - 41:3 grounds [1] - 5:2 group [1] - 9:5 guess [2] - 16:7, 43:22 guy [2] - 24:10, 50:12 guys [1] - 26:22 H half [12] - 7:3, 7:4, 9:23, 10:16, 11:9, 21:2, 21:4, 33:11, 33:12, 33:15, 45:12, 49:21 hand [3] - 34:15, 50:9, 55:11 handle [1] - 26:24 hands [2] - 34:20, 34:22 head [3] - 25:16, 27:5, 40:9 Head [1] - 51:12	hear [3] - 6:16, 33:21, 51:10 heard [2] - 16:4, 18:9 hearing [2] - 4:15, 30:1 Hearing [1] - 1:12 heck [3] - 41:17, 48:10, 48:14 help [1] - 28:13 helped [4] - 15:1, 15:4, 43:25, 44:8 hereby [1] - 55:6 hereunto [1] - 55:11 Herns [1] - 2:3 Hilton [1] - 51:12 himself [2] - 17:12, 23:20 hire [1] - 17:1 hit [1] - 41:10 hold [1] - 45:6 Holdings [1] - 1:6 honest [1] - 30:2 honestly [3] - 26:6, 42:5, 46:8 Honor [12] - 4:10, 4:13, 32:13, 32:16, 33:22, 35:5, 37:19, 42:10, 42:15, 44:25, 47:12, 51:4 honorable [1] - 50:12 Honorable [1] - 1:12 hope [1] - 46:2 Hospital [1] - 5:12 hospital [3] - 41:5, 41:11, 47:20 house [3] - 17:11, 17:14, 36:22 I idea [1] - 20:19 identify [3] - 13:22, 14:2, 14:11 ignore [1] - 24:18 important [4] - 8:6, 13:8, 13:10, 50:8 importantly [1] - 7:23 impossible [3] - 43:10, 43:22, 44:9 improve [1] - 43:5 improved [1] - 43:4 improvement [2] - 34:4, 34:13 improvements [7] - 21:21, 21:24, 26:12, 34:25, 36:3, 36:16 include [3] - 9:9, 14:13, 18:16	included [2] - 11:25, 16:23 Includes [1] - 45:23 Incorporate [1] - 12:3 incorporated [1] - 12:18 Increase [1] - 20:25 incredibly [2] - 28:21, 50:8 indeed [1] - 33:7 indicating [2] - 6:19, 17:24 indicating [1] - 7:1 individuals [1] - 41:25 inference [1] - 50:19 Information [4] - 13:24, 33:4, 50:9, 50:17 ingest [1] - 51:9 initial [4] - 22:11, 22:12, 22:14, 51:6 input [1] - 14:24 Install [1] - 39:21 instance [1] - 27:15 instrument [2] - 26:5, 26:6 intent [3] - 15:7, 23:1, 26:8 intentions [1] - 50:3 interest [6] - 39:3, 39:8, 40:18, 41:15, 47:16, 48:10 interested [4] - 4:21, 23:2, 48:14, 55:10 interesting [2] - 4:2, 9:25 interpretation [1] - 5:2 interpreting [2] - 5:1, 7:7 intimately [1] - 40:17 introduction [1] - 16:5 Involved [16] - 7:5, 7:6, 7:7, 7:8, 7:18, 7:24, 13:12, 13:13, 31:16, 40:17, 41:5, 41:12, 42:9, 44:3, 46:17 involvement [2] - 46:18, 47:9 irony [1] - 7:3 issue [15] - 5:1, 12:21, 15:19, 19:13, 29:24, 33:25, 41:6, 42:5, 51:3, 52:20, 53:6, 53:7, 53:16, 53:17
F facilities [2] - 14:3, 14:4 fact [9] - 6:2, 11:8, 12:17, 16:11, 21:11, 23:12, 26:18, 32:9, 53:7 facts [1] - 25:15 factual [14] - 16:8, 16:13, 16:15, 17:18, 18:21, 19:3, 29:24, 30:24, 31:17, 37:12, 42:5, 50:21, 51:1, 53:14 fail [2] - 29:8, 42:12 faith [2] - 6:6, 26:19 fall [2] - 33:14, 40:7 falls [1] - 49:13 far [3] - 10:17, 45:8 favor [2] - 52:3, 53:13 favorable [1] - 50:22 favor [1] - 16:18 February [2] - 5:14, 6:5 fee [1] - 20:7 fees [5] - 10:14, 10:16, 19:3, 45:24,	five-month [1] - 15:11 fixed [8] - 20:8, 20:18, 22:5, 22:12, 26:13, 30:5, 32:4, 32:5 flat [1] - 11:3 flow [1] - 17:9 focused [1] - 4:17 FOIA [1] - 10:13 folks [1] - 3:14 following [1] - 13:21 foot [2] - 9:20, 12:15 footage [4] - 28:8, 30:6, 30:9, 33:1 Footnote [1] - 33:2 FOR [2] - 2:2, 2:6 foreclosure [2] - 4:18, 44:13 foregoing [1] - 55:6 forget [1] - 50:15 form [1] - 13:25 format [1] - 52:14 forth [1] - 6:15 forward [2] - 51:3, 53:20 four [2] - 15:10,	half [12] - 7:3, 7:4, 9:23, 10:16, 11:9, 21:2, 21:4, 33:11, 33:12, 33:15, 45:12, 49:21 hand [3] - 34:15, 50:9, 55:11 handle [1] - 26:24 hands [2] - 34:20, 34:22 head [3] - 25:16, 27:5, 40:9 Head [1] - 51:12	idea [1] - 20:19 identify [3] - 13:22, 14:2, 14:11 ignore [1] - 24:18 important [4] - 8:6, 13:8, 13:10, 50:8 importantly [1] - 7:23 impossible [3] - 43:10, 43:22, 44:9 improve [1] - 43:5 improved [1] - 43:4 improvement [2] - 34:4, 34:13 improvements [7] - 21:21, 21:24, 26:12, 34:25, 36:3, 36:16 include [3] - 9:9, 14:13, 18:16	included [2] - 11:25, 16:23 Includes [1] - 45:23 Incorporate [1] - 12:3 incorporated [1] - 12:18 Increase [1] - 20:25 incredibly [2] - 28:21, 50:8 indeed [1] - 33:7 indicating [2] - 6:19, 17:24 indicating [1] - 7:1 individuals [1] - 41:25 inference [1] - 50:19 Information [4] - 13:24, 33:4, 50:9, 50:17 ingest [1] - 51:9 initial [4] - 22:11, 22:12, 22:14, 51:6 input [1] - 14:24 Install [1] - 39:21 instance [1] - 27:15 instrument [2] - 26:5, 26:6 intent [3] - 15:7, 23:1, 26:8 intentions [1] - 50:3 interest [6] - 39:3, 39:8, 40:18, 41:15, 47:16, 48:10 interested [4] - 4:21, 23:2, 48:14, 55:10 interesting [2] - 4:2, 9:25 interpretation [1] - 5:2 interpreting [2] - 5:1, 7:7 intimately [1] - 40:17 introduction [1] - 16:5 Involved [16] - 7:5, 7:6, 7:7, 7:8, 7:18, 7:24, 13:12, 13:13, 31:16, 40:17, 41:5, 41:12, 42:9, 44:3, 46:17 involvement [2] - 46:18, 47:9 irony [1] - 7:3 issue [15] - 5:1, 12:21, 15:19, 19:13, 29:24, 33:25, 41:6, 42:5, 51:3, 52:20, 53:6, 53:7, 53:16, 53:17

issues [9] - 16:8, 16:13, 16:16, 18:22, 21:3, 37:12, 50:21, 53:14, 53:19 Item [4] - 35:2, 35:16, 35:22 items [3] - 18:8, 26:24, 31:4 itself [9] - 12:19, 19:6, 21:6, 23:16, 28:4, 35:23, 38:7, 52:17, 52:22	38:11 lawyered [1] - 11:2 layouts [1] - 15:8 LC [1] - 1:6 lead [1] - 51:7 leading [1] - 51:18 Lease [1] - 32:24 lease [99] - 5:25, 6:4, 6:21, 6:25, 7:7, 7:9, 7:19, 8:8, 8:11, 8:15, 8:19, 8:20, 8:21, 9:13, 9:15, 9:19, 9:20, 10:2, 10:4, 10:13, 10:18, 10:19, 11:1, 11:10, 11:17, 11:18, 12:11, 13:15, 14:18, 14:23, 14:24, 17:9, 17:21, 18:2, 19:20, 19:24, 20:2, 20:9, 20:14, 20:21, 20:22, 21:6, 21:13, 21:19, 22:2, 22:9, 22:17, 22:23, 24:5, 24:14, 25:1, 25:7, 25:17, 25:23, 25:24, 25:25, 26:1, 26:10, 26:18, 27:4, 27:6, 27:9, 28:4, 30:19, 31:1, 31:22, 31:24, 32:23, 32:24, 33:2, 33:3, 33:4, 33:9, 33:14, 34:15, 34:17, 34:23, 35:23, 35:25, 36:1, 39:18, 40:11, 42:21, 43:1, 43:4, 43:6, 43:14, 43:18, 44:3, 47:17, 49:15, 49:20, 49:24, 50:2, 51:20 leased [4] - 36:8, 36:14, 37:18, 43:1 leases [6] - 13:9, 13:25, 22:20, 35:18, 36:1, 42:20 leasing [5] - 31:7, 32:23, 36:5, 39:6, 40:16 Lee [29] - 1:3, 3:4, 5:10, 5:16, 6:3, 6:5, 6:10, 6:15, 6:20, 6:24, 7:5, 7:18, 9:4, 9:6, 10:25, 11:16, 11:24, 13:11, 14:6, 14:22, 18:1, 38:3, 38:9, 39:2, 39:4, 39:17, 46:13, 46:19, 48:17 legal [1] - 4:3 letter [1] - 38:12 letters [1] - 15:7 level [2] - 38:19, 42:1 libel [5] - 38:13,	38:16, 38:18, 49:4 libelous [7] - 38:19, 39:1, 39:13, 39:22, 39:24, 49:6 licences [1] - 35:14 licensed [10] - 6:6, 13:8, 13:17, 13:18, 13:22, 14:5, 14:10, 35:14, 42:19, 44:5 licensee [2] - 13:21, 35:13 licensees [1] - 35:14 lien [41] - 10:1, 10:9, 10:17, 12:22, 12:23, 12:25, 13:2, 13:4, 15:18, 33:23, 33:24, 33:25, 34:1, 34:9, 36:25, 38:3, 38:4, 38:21, 38:23, 40:12, 40:15, 41:6, 41:7, 41:17, 41:20, 42:16, 44:12, 44:23, 45:1, 45:15, 46:2, 48:7, 48:8, 48:15, 48:18, 49:12, 49:15, 51:22, 53:16 lien's [1] - 38:7 liened [1] - 48:9 liens [2] - 43:8, 44:19 Life [1] - 1:6 light [4] - 16:18, 37:20, 39:16, 50:22 likening [1] - 36:20 line [1] - 49:3 list [4] - 14:1, 24:17, 29:10, 29:11 listed [4] - 9:9, 12:1, 12:10, 30:9 listing [1] - 35:24 litigation [1] - 10:14 LLC [3] - 1:3, 1:6, 2:3 loan [2] - 11:18, 38:21 local [2] - 3:21 locate [1] - 14:1 logical [1] - 48:25 look [15] - 16:17, 19:24, 22:9, 22:25, 23:2, 23:15, 25:18, 28:16, 36:15, 37:20, 43:15, 45:6, 51:13, 52:21, 53:9 looked [3] - 27:16, 27:19, 27:24 looking [2] - 25:5, 53:5 looks [1] - 50:12 loss [1] - 10:15 lower [1] - 9:7	M mail [10] - 18:12, 29:23, 41:23, 46:9, 46:10, 46:20, 47:7, 48:25, 49:7, 53:9 mails [15] - 6:14, 6:19, 6:20, 7:4, 10:20, 12:8, 14:12, 17:25, 18:5, 31:18, 38:1, 43:16, 43:17, 49:1 major [1] - 40:18 majority [2] - 7:2, 16:11 manner [1] - 29:9 market [4] - 14:14, 14:15, 16:23, 17:3 marketing [4] - 16:24, 17:5, 18:6, 44:6 Master [1] - 1:21 Master-in-Equity [1] - 1:21 match [1] - 19:23 material [2] - 42:8, 53:7 mathematically [4] - 20:19, 21:5, 24:13, 30:16 matter [3] - 21:11, 23:11, 26:18 matters [2] - 3:15, 4:8 mayor [2] - 40:8, 46:15 mean [5] - 28:1, 28:2, 42:24, 44:2, 48:19 means [5] - 16:14, 28:3, 28:12, 28:17 mechanic's [8] - 10:1, 12:23, 12:25, 13:2, 13:4, 34:9, 51:22, 53:16 meet [4] - 13:6, 18:14, 18:19, 43:6 meeting [4] - 7:15, 7:16, 18:15, 44:4 meetings [1] - 14:21 memo [1] - 52:2 memory [1] - 44:22 met [3] - 14:22, 15:3, 43:20 Meyer [1] - 15:4 middle [1] - 25:5 might [3] - 5:5, 40:5, 52:8 Mikell [1] - 1:12 million [1] - 9:21 mind [1] - 52:25	minute [1] - 13:14 mistaken [1] - 52:7 mixing [1] - 23:20 money [30] - 17:9, 17:18, 20:10, 20:13, 20:17, 21:7, 21:8, 21:10, 21:11, 21:14, 21:23, 24:24, 25:1, 28:18, 28:25, 30:5, 30:19, 31:11, 31:25, 32:6, 34:20, 34:21, 36:10, 40:21, 40:23, 48:18, 48:19, 48:22, 49:5 money's [1] - 49:3 month [2] - 15:11, 29:25 months [4] - 7:19, 11:1, 18:1, 44:13 morning [1] - 3:3 most [4] - 8:6, 14:18, 16:18, 50:22 motion [10] - 4:9, 4:17, 4:20, 5:7, 6:22, 16:9, 37:20, 37:22, 42:1, 45:20 Motion [7] - 4:17, 10:11, 24:23, 31:12, 32:20, 51:1, 53:10 Motions [1] - 18:23 motions [5] - 3:15, 4:5, 8:15, 33:22, 33:23 move [3] - 30:3, 30:22, 53:20 moving [3] - 19:11, 23:14, 40:13 MR [51] - 3:7, 3:8, 3:11, 3:12, 3:24, 4:6, 4:10, 4:11, 4:13, 12:16, 16:2, 16:4, 19:9, 19:17, 19:23, 20:1, 25:9, 25:14, 25:16, 25:20, 26:2, 26:10, 27:11, 27:20, 27:24, 32:13, 32:16, 32:19, 32:22, 33:19, 33:22, 34:17, 34:21, 35:11, 42:15, 44:25, 45:4, 45:6, 45:10, 45:12, 45:16, 45:19, 45:23, 46:3, 46:4, 46:7, 47:12, 47:15, 47:23, 48:2, 48:7 multiplication [1] - 24:1 multiply [1] - 24:3 must [3] - 13:7, 50:19, 50:22 mystery [1] - 47:4
J Jeremy [4] - 1:7, 18:13, 37:25, 38:4 job [2] - 7:17, 46:11 Joe [1] - 3:7 joewilson@ phswlaw.com [1] - 2:5 Joseph [1] - 2:3 Judgment [8] - 4:17, 10:11, 18:23, 24:23, 31:13, 32:20, 51:2, 53:11 judgment [15] - 3:15, 4:9, 12:22, 14:9, 15:17, 15:18, 16:9, 37:16, 39:25, 42:1, 42:8, 45:19, 45:20, 50:19, 53:6 June [8] - 6:1, 6:4, 6:5, 8:12, 9:14, 10:19, 10:24, 11:15	K kind [5] - 16:4, 23:5, 23:13, 27:4, 52:11 knows [1] - 50:10	L landlord [1] - 39:7 language [9] - 13:10, 20:6, 22:13, 23:5, 23:19, 24:15, 24:16, 33:7, 52:17 Large [1] - 55:6 last [7] - 7:19, 8:24, 13:14, 18:15, 20:21, 29:18, 41:10 last-minute [1] - 13:14 late [1] - 51:14 law [4] - 5:1, 26:21, 51:16, 51:17 Law [3] - 27:16, 27:25, 28:13 lawsuit [1] - 31:3 lawyer [2] - 27:1,		

N name [2] - 24:8, 40:2 namely [1] - 12:10 names [1] - 29:8 narrow [1] - 53:19 nature [1] - 31:17 Naval [1] - 5:12 Navy [1] - 41:11 need [9] - 3:16, 4:9, 21:20, 51:2, 51:12, 52:11, 52:19, 52:20, 52:25 needs [2] - 21:1, 25:6 negotiate [2] - 14:23, 26:20 negotiated [1] - 9:6 negotiating [4] - 7:9, 14:7, 14:18, 14:19 negotiation [1] - 9:2 negotiations [3] - 7:6, 7:19, 13:14 net [1] - 15:6 Nettle [1] - 18:12 never [7] - 28:23, 29:10, 36:6, 36:22, 37:1, 41:4, 45:10 new [6] - 18:5, 20:3, 22:17, 22:20, 38:21, 51:23 next [3] - 19:10, 29:25, 49:19 NO [1] - 1:5 non [1] - 31:21 none [5] - 11:4, 28:6, 38:19, 39:24, 47:10 nonexclusive [1] - 10:22 nonmoving [3] - 16:18, 50:20, 50:23 North [9] - 40:8, 40:19, 41:1, 41:8, 41:10, 46:15, 46:21, 47:19, 48:11 Notary [3] - 1:14, 55:5, 55:18 note [1] - 25:18 nothing [12] - 4:20, 6:25, 7:21, 11:16, 11:19, 22:22, 33:6, 34:14, 35:1, 39:10, 44:17, 49:22 November [2] - 52:7, 55:12 nul [1] - 29:13 number [8] - 3:5, 5:23, 11:6, 11:11, 14:12, 26:13, 30:10, 30:12	Number [2] - 5:23, 11:16 numerous [1] - 38:10 O obtain [1] - 36:19 obtaining [1] - 36:18 obviously [1] - 27:11 occupancy [7] - 8:9, 25:11, 25:12, 25:18, 32:12, 33:12, 53:1 occupied [3] - 8:13, 11:7, 42:24 occupy [2] - 30:21, 30:23 October [3] - 1:15, 24:2, 49:24 OF [4] - 1:1, 1:1, 1:2, 2:1 Off-the-record [1] - 45:25 offer [1] - 13:21 offered [1] - 15:14 offering [1] - 28:9 office [2] - 20:24, 26:22 official [1] - 55:12 old [1] - 51:16 once [11] - 8:20, 21:23, 22:16, 25:24, 29:1, 30:19, 30:21, 30:23, 37:13, 37:14, 44:6 one [28] - 5:13, 5:17, 5:20, 5:23, 7:4, 7:11, 11:4, 11:6, 12:17, 12:25, 13:6, 18:16, 22:18, 23:15, 27:19, 28:22, 29:3, 32:8, 33:7, 33:23, 33:24, 34:3, 37:10, 38:1, 45:24, 46:24, 52:16, 53:1 one-year [2] - 5:17, 5:20 operating [1] - 15:5 opinion [8] - 30:2, 38:5, 38:8, 38:14, 39:10, 39:13, 39:15, 39:19 order [3] - 15:6, 53:10, 53:12 orders [1] - 52:3 original [7] - 10:9, 10:17, 17:25, 24:5, 40:24, 45:1, 50:2 originally [1] - 10:8 ourselves [1] - 19:4	outs [2] - 25:2, 25:3 outside [1] - 12:6 owe [6] - 7:20, 17:17, 33:15, 48:19, 48:21, 49:4 owed [4] - 15:25, 20:20, 46:19, 49:3 owing [3] - 8:8, 8:22, 51:11 own [2] - 10:3, 50:6 owner [4] - 17:12, 34:6, 36:23 owner's [1] - 17:15 owns [1] - 5:12 P P.O [1] - 1:22 PA [1] - 2:8 page [1] - 33:4 Page [3] - 29:7, 29:18, 37:24 paid [14] - 21:11, 21:12, 25:6, 30:7, 33:11, 34:18, 34:22, 34:24, 35:6, 36:6, 36:9, 43:2, 43:7 pamphlet [1] - 17:2 pamphlets [1] - 50:14 paper [1] - 5:4 Paragraph [7] - 19:24, 23:17, 25:5, 29:12, 31:21, 32:10, 33:8 paragraph [3] - 20:22, 25:6, 30:14 paragraphs [1] - 23:21 pardon [1] - 45:4 part [10] - 8:6, 8:24, 12:16, 15:11, 24:1, 26:3, 39:17, 42:7, 44:7, 48:4 participated [1] - 14:17 particular [5] - 27:15, 28:3, 28:11, 28:16, 38:24 particularly [1] - 14:19 parties [9] - 15:24, 23:1, 26:9, 31:16, 42:8, 47:21, 48:2, 48:16, 50:4 partner [1] - 7:12 partners [2] - 7:4, 7:11 parts [4] - 13:19, 24:18, 35:12	party [10] - 16:18, 46:20, 46:21, 46:22, 47:25, 48:4, 50:3, 50:20, 50:23, 55:9 passed [1] - 34:7 pay [10] - 8:23, 11:4, 20:4, 20:7, 22:10, 23:3, 24:8, 28:22, 35:9, 46:13 payable [2] - 8:18, 25:22 paying [1] - 43:5 payment [2] - 29:12, 43:2 penalty [1] - 41:10 pendency [1] - 18:9 pending [1] - 55:9 penny [1] - 11:4 people [9] - 23:2, 36:17, 39:3, 41:15, 41:16, 42:9, 43:7, 44:19, 49:7 per [2] - 9:20, 9:22 percent [35] - 8:8, 8:9, 8:23, 9:14, 9:16, 20:7, 22:11, 22:12, 22:20, 22:21, 22:25, 23:3, 23:4, 23:5, 23:7, 23:8, 23:10, 23:20, 23:21, 23:23, 23:24, 23:25, 24:3, 24:7, 25:6, 25:11, 49:13, 49:15, 49:17, 49:18, 49:23, 49:25, 50:4 percentage [4] - 22:18, 24:24, 28:22, 49:19 perform [4] - 16:12, 16:21 performance [3] - 19:13, 28:15, 32:3 performed [1] - 50:25 period [5] - 5:18, 9:16, 15:11, 22:24, 23:22 person [4] - 13:9, 34:7, 35:18, 42:20 perspective [1] - 52:12 pick [1] - 17:24 piece [1] - 16:17 Pierce [3] - 2:3, 3:8, 3:9 PIERCE [2] - 3:8, 25:16 place [3] - 40:12, 41:6, 48:15 places [1] - 14:3 plain [2] - 9:17, 9:18	Plaintiff [1] - 1:4 PLAINTIFF [1] - 2:2 Plaintiff's [1] - 52:12 Plaintiffs [3] - 3:6, 4:6, 4:16 plan [1] - 18:6 play [1] - 48:16 pleading [1] - 6:23 pleadings [1] - 9:21 PLEAS [1] - 1:1 plug [1] - 24:14 plus [3] - 10:13, 10:16, 22:12 point [17] - 4:14, 5:3, 5:24, 7:22, 10:23, 11:6, 14:5, 16:8, 16:17, 16:19, 19:14, 21:2, 21:5, 21:18, 23:14, 30:2, 51:1 pointed [2] - 11:22, 33:8 points [1] - 47:13 position [8] - 19:7, 19:16, 25:25, 27:8, 32:9, 43:10, 43:23, 44:9 possession [1] - 36:4 possibly [1] - 43:23 potential [2] - 6:16, 44:4 practiced [1] - 26:21 practicing [1] - 51:16 premature [7] - 20:14, 28:25, 30:4, 30:17, 31:4, 38:6, 44:11 premises [2] - 8:14, 33:1 prepared [2] - 14:23, 51:8 preparing [1] - 7:6 preprinted [1] - 13:24 presentation [1] - 53:22 presenting [1] - 43:11 press [1] - 43:3 pretty [1] - 51:19 prevent [1] - 7:16 prevented [2] - 40:11, 40:13 preventing [3] - 38:21, 38:22, 38:25 primarily [1] - 21:3 privilege [5] - 39:25, 41:14, 42:7, 47:9, 53:12 privileged [7] -

41:20, 41:23, 41:24,
41:25, 42:9, 48:6,
49:8
problem [5] - 18:21,
20:8, 23:24, 40:4,
49:13
proceedings [1] -
54:1
process [3] - 13:13,
36:25, 46:6
procure [2] - 11:17,
43:25
procuring [4] - 13:9,
15:11, 35:17, 42:20
produced [2] - 6:13,
7:2
professionals [1] -
14:2
project [1] - 40:13
promised [3] - 16:22,
17:20, 18:24
properly [1] - 39:11
properties [1] - 39:4
property [25] - 5:13,
11:6, 13:23, 13:24,
14:14, 15:1, 16:23,
34:5, 34:6, 34:13,
34:14, 36:4, 36:9,
40:22, 40:25, 41:9,
42:23, 42:24, 43:4,
43:5, 43:8, 44:6,
47:18, 48:9, 48:13
proposal [2] - 14:23,
14:25
proposed [2] - 15:8,
52:3
protected [2] -
39:25, 44:21
provide [12] - 4:22,
5:6, 10:3, 13:7, 13:17,
13:23, 13:24, 20:23,
35:14, 35:17, 44:5,
44:8
provided [8] - 6:6,
11:23, 14:5, 14:11,
14:24, 14:25, 37:7,
42:19
providing [2] - 7:8,
24:9
provision [3] - 5:23,
7:21, 11:13
provisions [4] - 5:14,
29:5, 29:11, 43:20
Public [3] - 1:14,
55:5, 55:18
public [1] - 12:13
publically [1] - 46:25
publication [3] -
40:7, 47:25, 48:3
publish [1] - 40:8

published [3] - 40:3,
40:8, 40:9
purchase [1] - 40:24
purely [2] - 21:22,
27:13
purports [1] - 50:11
purpose [2] - 42:9,
42:10
purposes [1] - 7:13
put [13] - 4:1, 10:18,
13:1, 22:2, 27:13,
30:13, 37:21, 37:22,
39:15, 42:25, 43:9,
44:10, 49:9
putting [1] - 50:9
puzzling [1] - 52:10

Q

questions [2] -
41:16, 52:22
quite [1] - 5:19
quote [2] - 8:17, 50:7

R

raised [1] - 45:10
raises [2] - 41:25,
47:1
ramifications [1] -
4:4
rate [7] - 7:9, 9:7,
12:15, 14:19, 15:6,
30:10, 33:3
rates [1] - 14:16
ratification [7] -
21:16, 28:1, 28:11,
28:12, 28:17, 33:5
ratified [25] - 8:19,
8:21, 20:14, 21:9,
21:18, 25:20, 25:23,
25:25, 26:1, 27:9,
27:12, 27:14, 27:15,
29:2, 29:3, 31:5,
31:12, 32:4, 32:11,
34:18, 35:9, 37:14,
52:24, 53:5
ratifies [1] - 21:15
ratify [3] - 28:2, 28:3,
33:7
read [6] - 23:17,
25:10, 42:4, 46:9,
50:22, 51:9
reading [2] - 48:25,
49:1
real [20] - 5:11, 6:6,
13:3, 13:10, 13:19,
13:20, 13:23, 13:24,
14:11, 32:22, 35:13,
35:19, 41:6, 42:19,
42:21, 43:24, 44:5,

51:11, 51:18
realizes [1] - 11:2
really [8] - 3:14, 5:2,
21:19, 27:6, 30:15,
38:2, 52:10, 53:18
reason [9] - 18:13,
18:17, 27:21, 35:3,
35:12, 40:16, 41:21,
46:23, 49:9
reasons [4] - 12:9,
12:10, 19:3, 22:3
received [4] - 34:12,
36:24, 37:16, 37:18
record [3] - 4:2,
45:25, 55:7
reduce [6] - 21:7,
22:7, 23:7, 23:21,
30:11, 30:15
reduced [4] - 21:4,
22:7, 23:4, 30:12
reduction [2] - 24:9,
24:16
refresh [1] - 44:22
refundable [2] -
35:6, 36:11
refused [1] - 10:2
refuses [2] - 8:20,
25:24
refusing [1] - 11:4
refutes [2] - 43:12,
50:17
related [2] - 13:25,
55:8
relative [1] - 47:25
relatively [3] - 3:21,
51:23, 52:7
released [1] - 43:3
releases [1] - 43:3
relevance [1] - 8:25
rely [1] - 17:4
remedied [1] - 37:13
remember [2] - 41:1,
51:15
renegotiate [1] -
10:21
renegotiated [1] -
22:17
renegotiation [1] -
22:23
renewal [1] - 22:22
rentable [1] - 21:1
rental [4] - 14:16,
14:19, 15:6, 30:9
rentals [3] - 20:8,
22:3, 22:13
rented [6] - 36:8,
36:14, 37:17, 42:22,
42:25, 43:1
renting [2] - 36:4,
42:23

rents [5] - 13:9,
35:18, 36:1, 37:17,
42:20
repeat [1] - 22:13
repeated [1] - 14:17
reply [3] - 37:21,
37:24, 42:14
reported [1] - 1:13
Reporter [3] - 1:14,
1:21, 55:4
represent [1] - 29:14
representative [1] -
40:10
request [2] - 7:10,
10:13
require [1] - 27:10
requirement [1] -
13:7
requirements [1] -
13:6
requires [3] - 16:22,
37:12, 42:18
reserve [4] - 20:25,
22:7, 30:11, 30:14
reserved [1] - 26:15
reserves [1] - 21:6
respond [2] - 18:2,
32:21
rest [2] - 25:10,
31:14
result [3] - 13:8,
35:15, 35:17
reupping [1] - 49:20
reverter [3] - 40:19,
40:23, 48:12
rightness [3] - 33:18,
34:11, 36:12
rights [3] - 26:15,
36:12, 44:20
ripeness [1] - 52:20
rises [1] - 38:19
Road [1] - 2:9
room [3] - 27:1, 40:1,
40:5
rule [1] - 51:8
ruled [1] - 53:13
ruling [2] - 52:3, 52:8

S

sale [1] - 51:20
Sam [2] - 3:12, 40:2
sample [3] - 11:25,
12:2, 12:7
Samuel [1] - 2:8
save [1] - 47:18
savvy [2] - 26:23
saw [1] - 27:4
SC [2] - 2:4, 2:10
scale [1] - 9:15

scarborough [1] -
1:13
scheduled [2] -
18:15, 18:16
school [1] - 14:2
scintilla [1] - 50:20
scribe [1] - 14:1
seal [1] - 55:12
seated [1] - 18:12
second [5] - 20:15,
22:14, 22:21, 23:9,
49:1
Section [6] - 5:19,
8:2, 8:6, 8:16, 8:25,
13:1
section [4] - 8:4,
9:12, 29:11, 35:24
sections [2] - 34:2,
36:15
see [15] - 5:19, 6:16,
9:10, 10:23, 12:9,
13:20, 17:23, 18:18,
23:5, 27:20, 28:2,
29:18, 32:8, 37:20,
46:7
seeking [1] - 12:21
send [2] - 53:23
sending [2] - 40:3,
40:6
sense [2] - 24:7,
24:12
sent [3] - 29:23,
40:1, 47:8
service [1] - 12:13
services [16] - 6:7,
13:8, 13:18, 13:22,
14:5, 14:11, 14:12,
15:14, 16:21, 35:15,
35:17, 37:7, 42:20,
44:6
set [2] - 21:24, 52:6
setting [1] - 14:16
several [5] - 9:11,
16:5, 16:13, 18:8,
21:19
shall [7] - 8:18, 20:4,
20:6, 25:21, 29:8,
29:13, 29:15
shared [1] - 21:25
sheets [1] - 7:8
shepardize [1] -
51:13
shook [1] - 27:5
shopping [1] - 14:3
show [8] - 13:23,
19:11, 28:15, 39:4,
43:25, 44:1, 49:16,
53:11
shows [3] - 9:1, 9:2,
44:17

side [4] - 5:21, 6:10, 28:22, 45:7 sign [1] - 10:3 signage [2] - 12:2, 12:9 signed [13] - 5:17, 8:4, 8:9, 8:11, 10:19, 10:20, 13:15, 18:2, 20:16, 21:17, 43:2, 44:3, 49:24 signing [5] - 8:23, 8:24, 9:24, 21:12, 36:5 signs [1] - 10:5 similar [1] - 14:4 simply [3] - 9:12, 42:18, 46:9 sit [1] - 52:10 sitting [1] - 14:6 situation [1] - 30:25 six [1] - 44:13 Skull [3] - 51:12, 51:16, 52:15 sliding [1] - 9:15 Sloan [1] - 2:3 Smith [17] - 1:13, 1:21, 2:7, 2:8, 3:11, 3:23, 10:23, 16:1, 27:19, 32:18, 33:17, 33:21, 51:5, 52:19, 53:8, 55:4, 55:17 SMITH [29] - 3:11, 3:24, 4:10, 16:2, 16:4, 19:9, 19:17, 19:23, 20:1, 25:9, 25:14, 25:20, 26:2, 26:10, 27:11, 27:20, 27:24, 32:13, 32:19, 33:22, 34:17, 34:21, 35:11, 46:4, 47:12, 47:15, 47:23, 48:2, 48:7 sold [1] - 38:15 someone [3] - 12:13, 38:1, 42:25 soon [2] - 44:15, 52:7 sort [6] - 19:14, 51:7, 51:9, 51:17, 52:10, 52:14 SOUTH [1] - 1:1 South [5] - 1:16, 1:22, 55:1, 55:5, 55:13 space [6] - 20:3, 20:24, 21:1, 28:10, 31:7, 32:5 span [1] - 33:13 specifically [2] - 13:3, 14:14 specifications [1] -	43:6 specificity [1] - 43:15 split [4] - 35:3, 35:4, 37:22, 37:25 square [10] - 9:20, 12:15, 22:6, 26:14, 28:8, 30:6, 30:8, 30:18, 33:1 stack [5] - 6:18, 17:23, 17:24, 50:10, 50:15 stage [1] - 50:18 staircase [1] - 39:21 stands [1] - 23:16 start [3] - 4:8, 19:13, 44:6 starting [1] - 19:14 state [2] - 3:18, 4:3 STATE [1] - 1:1 State [2] - 55:1, 55:5 statement [6] - 10:8, 10:12, 38:20, 39:23, 43:12, 45:21 states [1] - 9:12 statistics [1] - 13:23 statute [12] - 13:11, 13:16, 20:22, 20:23, 34:1, 34:9, 35:2, 35:3, 42:18, 44:17, 51:21, 51:24 statutes [4] - 12:24, 12:25, 13:3, 13:19 statutory [1] - 46:5 step [1] - 13:12 Steve [1] - 3:11 Steven [1] - 2:7 still [4] - 37:6, 42:6, 51:16, 51:17 stop [1] - 41:18 stopped [1] - 48:10 stores [1] - 41:3 strategize [1] - 14:13 strategized [1] - 14:16 Street [2] - 1:15, 2:4 strict [1] - 44:12 strongly [1] - 31:2 stuff [1] - 15:10 subject [8] - 5:25, 6:22, 20:11, 26:11, 26:12, 26:13, 28:5, 37:2 submit [2] - 52:1, 52:3 submitted [6] - 6:9, 14:8, 16:20, 17:20, 18:23, 19:1 substitutes [1] - 50:4 sued [1] - 38:13	suffice [1] - 18:21 Suite [1] - 2:9 Summary [8] - 4:17, 10:11, 18:23, 24:23, 31:13, 32:20, 51:2, 53:10 summary [15] - 3:15, 4:9, 12:21, 14:9, 15:17, 15:18, 16:9, 37:15, 39:25, 42:1, 42:8, 45:19, 45:20, 50:18, 53:6 Summerville [1] - 3:22 supports [1] - 7:23 supposed [5] - 8:23, 16:10, 37:8, 38:17, 38:18 sustain [1] - 53:10 swheeler@scnlaw.com [1] - 2:11 swimming [1] - 3:22	3:3, 3:9, 3:13, 3:25, 4:7, 4:12, 12:14, 16:1, 16:3, 19:5, 19:12, 19:22, 19:25, 25:4, 25:11, 25:15, 25:17, 25:21, 26:8, 27:8, 27:18, 27:23, 32:7, 32:14, 32:17, 32:21, 33:17, 33:20, 34:15, 34:20, 35:10, 42:13, 44:22, 45:3, 45:5, 45:7, 45:11, 45:14, 45:17, 45:22, 46:1, 46:5, 47:11, 47:14, 47:21, 47:24, 48:5, 51:5 therefore [1] - 17:17 thereof [1] - 55:10 they've [13] - 9:8, 13:13, 18:16, 21:2, 21:4, 25:2, 26:15, 30:10, 40:18, 43:3, 43:4, 46:12, 47:2 thinking [1] - 52:15 third [4] - 47:21, 47:25, 48:2, 48:4 thoughts [1] - 51:6 three [2] - 7:19, 11:16 thrown [1] - 12:24 timeline [4] - 11:25, 12:3, 12:7 timely [2] - 29:9, 45:8 titled [1] - 8:3 today [17] - 3:17, 4:15, 6:8, 15:22, 18:12, 18:22, 19:4, 21:20, 23:18, 24:1, 42:6, 45:24, 46:15, 51:8, 52:10, 53:18, 53:22 tolled [1] - 34:8 took [2] - 10:5, 39:17 tort [2] - 4:19, 15:20 total [3] - 10:15, 23:23, 23:24 totally [1] - 41:22 town [1] - 41:3 tracked [1] - 45:8 transcript [1] - 55:7 treatises [1] - 27:25 trial [3] - 51:2, 52:6, 53:20 trick [1] - 50:15 tried [2] - 11:11, 12:3 troubles [1] - 4:15 true [3] - 11:7, 38:25, 55:7 trying [3] - 7:16,	43:9, 44:9 turn [1] - 25:18 turning [1] - 8:1 two [15] - 5:23, 7:19, 11:11, 18:1, 23:21, 24:4, 26:22, 27:16, 27:24, 33:23, 35:12, 36:15, 48:16, 50:1 type [1] - 53:12
U				
ultimately [2] - 30:7, 38:23 unambiguous [6] - 4:21, 4:23, 4:25, 15:23, 19:8, 52:18 unambiguously [1] - 15:25 under [13] - 18:25, 22:14, 24:5, 25:1, 29:20, 31:11, 35:4, 35:5, 37:19, 40:7, 44:16, 50:2, 50:5 underestimated [1] - 10:10 understandably [1] - 19:19 understood [1] - 10:9 undisclosed [1] - 39:2 unethically [1] - 46:11 unfair [1] - 28:21 units [1] - 26:14 unofficial [1] - 15:3 up [26] - 3:16, 4:5, 5:17, 8:4, 10:11, 11:2, 11:3, 12:2, 12:10, 17:13, 19:11, 19:24, 26:3, 31:3, 31:8, 35:4, 37:9, 41:9, 45:6, 48:12, 49:11, 49:25, 52:12, 52:13 urge [1] - 46:9 urging [1] - 14:17				
V				
various [1] - 6:16 verified [3] - 10:8, 10:12, 45:21 versus [1] - 3:4 vested [2] - 47:16, 48:9 view [2] - 4:14, 5:3 void [1] - 29:13 voted [1] - 28:6 vs [1] - 1:5				

W	52:18, 52:20, 53:21, 53:22
waiting [1] - 37:13 walk [1] - 26:23 walking [1] - 42:17 wants [1] - 41:11 ways [2] - 4:19, 38:10 website [1] - 17:3 weeds [1] - 16:15 week [2] - 4:3, 18:15 week's [1] - 52:4 Wheeler [3] - 2:8, 3:12, 3:13 WHEELER [1] - 3:12 whole [5] - 5:4, 7:17, 34:8, 34:11, 36:24 Wilson [10] - 2:3, 2:3, 3:7, 3:9, 4:7, 4:12, 16:1, 32:14, 33:21, 42:13 WILSON [19] - 3:7, 4:6, 4:11, 4:13, 12:16, 32:16, 32:22, 33:19, 42:15, 44:25, 45:4, 45:6, 45:10, 45:12, 45:16, 45:19, 45:23, 46:3, 46:7 Witness [1] - 55:11 word [1] - 20:18 Word [1] - 53:23 words [4] - 20:19, 23:9, 29:18, 36:3 works [1] - 9:22 world [1] - 39:7 worship [1] - 14:3 worst [1] - 22:1 writing [1] - 11:13 written [4] - 35:15, 35:21, 35:22, 41:2 wrongful [5] - 38:4, 38:6, 38:7, 38:8, 41:20 wrote [1] - 38:11	you-all's [4] - 19:7, 19:15, 27:8, 32:9 Z zero [1] - 46:18
Y	

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

APR 05 2016

SC Court of Appeals

The Honorable Mikell R. Scarborough, Master-In-Equity

Case No. 2014-CP-10-7481
Appellate Case No. 2015-002259

Lee & Associates Charleston,
LLC,

Respondent,

v.

Chicora Gardens Holdings,
LLC, Chicora Life Center,
LC, and Jeremy Blackburn,

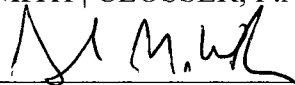
Of whom, Chicora Gardens
Holdings, LLC and Chicora
Life Center, LC are

Appellants.

CERTIFICATE OF APPELLANTS

I certify that the Record on Appeal contains all material proposed to be included by any of the parties in their respective Designation of Matter and not any other material.

SMITH | CLOSSER, P.A.



Steven L. Smith (SC Bar No.: 05173)
Samuel M. Wheeler (SC Bar No.: 101008)
7455 Cross County Road, Suite 1
P.O. Box 40578
Charleston, SC 29423-0578
843-760-0220

Attorneys for the Appellants

March 8, 2016