RECEIVED
OCT 02 2019
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
The Honorable Roger M. Young, Sr., Circuit Court Judge

Appellate Case No. 2018-000906

Sea Island Food Group, LLC, d/b/a Squeeze ..... Plaintiff,

v.

Yaschik Development Company, Inc., d/b/a Yaschik Enterprises, Hilton Smith, East Bay Company, Ltd., Michael J. Quillen Family Limited Partnership..... Defendants,

Michael J. Quillen Family Limited Partnership ..... Third-Party Plaintiff,

v.

Top of the Bay, LLC ..... Third-Party Defendant

Top of the Bay, LLC d/b/a Club Light..... Fourth-Party Plaintiff, Respondent,

v.

Yaschik Development Company, Inc., d/b/a Yaschik Enterprises..... Fourth-Party Defendant, Appellant.

RECORD ON APPEAL VOL II OF II

E. Brandon Gaskins (S.C. Bar No. 72374)
MOORE & VAN ALLEN PLLC
78 Wentworth Street
P.O. Box 22828
Charleston, SC 29413-2828
Telephone: 843-579-7032
Facsimile: 843-579-8719
brandongaskins@mvalaw.com

Attorney for Appellant

William K. Swope (S.C. Bar No. 15168)
The Swope Law Firm, PA
1525 Sam Rittenburg Blvd., Ste. 208
Charleston, SC 29407

W. Tracy Brown (S.C. Bar No. 5832)
The Brown Law Firm
110 N. Main Street
Summerville, SC 29483

Attorneys for Respondent

INDEX

Record Volume I of II

Orders

Order on Post-Trial Motions filed May 7, 2018 1

Court Order on Direct Verdict - Trial Transcript Vol. II, pp. 737-835 20

Judgments

Jury Verdict, February 5, 2018 119

Pleadings

Sea Island Food Group, LLC d/b/a Squeeze Complaint dated December 5, 2013 124

Sea Island Food Group, LLC d/b/a Squeeze First Amended Complaint dated May 13, 2015 152

FLP Crossclaim dated June 3, 2015 165

Top of the Bay, Inc. d/b/a Club Light Crossclaim dated August 21, 2018 187

Yaschik Answer to Top of the Bay, Inc. Crossclaim dated September 17, 2015 199

Yaschik Post-Trial Motions filed February 12, 2018 205

Yaschik Notice of Appeal filed May 11, 2018 242

Yaschik Amended Notice of Appeal filed June 1, 2018 279

Trial Transcript

Transcript of Record before the Honorable Roger Young, Judge; and Jury,
January 22, 2018 - February 2, 2018. 312

TRANSCRIPT VOL. I

Clint Gaskins

Direct Examination by Mr. Cooper. 313

Redirect by Mr. Lay 315

Cross Examination by Mr. Sumner 316

Tom Ervin

Direct Examination by Mr. Cooper 322

Cross Examination by Mr. Swope 334

Cross Examination by Mr. Lay 341

Cross Examination by Mr. Sumner 346

Ann Thode

Direct Examination by Mr. Brown 373

Cross Examination by Mr. Sumner 380

Kelly Tant

Direct Examination by Mr. Swope 382

Cross Examination by Mr. Cooper 392

Cross Examination by Mr. Sumner 393

Redirect by Mr. Swope 394

TRANSCRIPT VOL. II

Mike Quillen

Direct Examination by Mr. Lay 396

Cross Examination by Mr. Cooper 402

Cross Examination by Mr. Sumner 404

Joseph Shahid

Direct Examination by Ms. Montague 414

Cross Examination by Mr. Gaskins 420

Tom Ervin

Direct Examination by Mr. Sumner 423

Edward Porcher

Direct by Mr. Gaskins 424

Cross Examination by Mr. Brown 425

Jury Instruction, 935-936 426

Jury Charges

Court's Exhibit 8 428

Record Volume II of II

Exhibits

Yaschik

Exhibit 26 TOTB Business Application 448

Exhibit 78 Mike Quillen June 28, 2018 E-mail to Thomas Ervin 525

Exhibit 79 Mike Quillen August 12, 2013 E-mail to Thomas Ervin 526

Exhibit 84 Yaschik Development Balance Sheet as of June 30, 2014 527

Exhibit 98 Mike Quillen August 8, 2013 E-mail to Matt Quillen 531

Exhibit 105 Mike Quillen April 16, 2013 E-mail to Matt Quillen 532

Exhibit 205 Joe Shahid April 2, 2014 E-mail to John Greenan 533

Quillen FLP

Exhibit 93 Thomas Ervin January 10, 2014 E-mail to Hilton Smith 540

Exhibit 116 Mike Quillen February 7, 2013 E-mail to Thomas Ervin 542

Exhibit 150 ABS Invoices 545

Squeeze

Exhibit 1 Master Lease 565

Exhibit 2 Squeeze Sublease 570

Exhibit 4 Assignment of Lease 575

Exhibit 7 Yaschik and East Bay Company Real Estate Sales Agreement 594

Exhibit 20 Yaschik Enterprises May 31, 2013 Memorandum 612

Exhibit 23 Belfor April 27, 2013 Estimate 613

Exhibit 35 Michael Quillen September 3, 2013 Letter to Tom Ervin 623

Exhibit 38 Thomas Ervin September 11, 2013 Letter to Mike Quillen 625

Top of The Bay

Exhibit 2 Top of the Bay Sublease 626

Exhibit 6 City of Charleston Commercial Building Permit.....635

Exhibit 17 Clint Gaskins April 25, 2013 E-mail to Mike Quillen.....640

Exhibit 24 Mike Quillen August 5, 2013 E-mail to Kelley Tant.....644

Exhibit 30 Mike Quillen August 14, 2013 E-mail to Thomas Ervin.....645

Exhibit 33 Thomas Ervin August 27, 2013 E-mail to Mike Quillen.....646

Exhibit 42 Hilton Smith September 19, 2013 E-mail to Tom Ervin 647

Exhibit 58 Hilton Smith December 19, 2013 E-mail to Tom Ervin.....648

Exhibit 67 Hilton Smith January 20, 2014 E-mail to Tom Ervin.....649

Exhibit 70 EBCO Yaschik Timeline 650

Exhibit 90 Photographs.....651

Exhibit 91 Photographs.....673

Exhibit 92 Photographs.....686

Exhibit 110 Photographs.....689

Exhibit 111E Photograph 715

Exhibit 111H Photograph 716

Exhibit 111Q Photograph 717

Exhibit 9 Trident Construction Notice of Project Commencement.....718

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

APPLICATION FOR RETAIL BEER, WINE, AND LIQUOR

ABL-901
(Rev. 6/20/05)
4280

Mail to: SC Department of Revenue, ABL Section, Columbia, SC 29214-0908
Telephone: (803) 898-5864 DOR Website: www.sctax.org

File Number 2203927

	License Type	Nonrefundable Filing Fee	License Fee
☒	On premises beer & wine	$ 300.00	$ 600.00 biennially
☐	Off premises beer & wine	$ 300.00	$ 600.00 biennially
☐	Brewpub	$ 300.00	$ 2,200.00 biennially
☐	7-day off-premises beer & wine	$ 300.00	$ 2,200.00 biennially
☒	Sunday/Sabbath beer & wine	$ 300.00	$ 700.00 biennially
☒	Business (restaurant/hotel/motel) minibottle	$ 200.00	$ 1,700.00 biennially
☐	Nonprofit private club minibottle	$ 200.00	$ 1,700.00 biennially
☐	Retail liquor store	$ 200.00	$ 1,400.00 biennially
☐	Alcoholic liqueurs (cooking license)	$ -0-	$ 250.00 biennially
☐	*Certification fee	$ -0-	$ 5.00
☒	120 day temporary beer & wine	$ -0-	$ 25.00
☒	120 day temporary mini bottle	$ -0-	$ 25.00
☐	120 day temporary retail liquor	$ -0-	$ 25.00

FEB 2006 SC Dept. of Revenue Charleston Data Entry

*(Certification fee is required, in addition to filing fees, if you are applying for a license at a location that is currently licensed to sell minibottles or retail liquor. 61-6-120)

PLEASE PRINT OR TYPE ALL INFORMATION

1. OWNER, PARTNERSHIP, OR CORPORATE CHARTER NAME
Top of the Bay Inc

2. PHYSICAL LOCATION OF BUSINESS REQUIRED (NO P.O. BOX)
213 E. Bay St C
STREET
Charleston Charleston SC 29401
CITY COUNTY (REQUIRED) STATE ZIP

3. MAILING ADDRESS (FOR ALL CORRESPONDENCE)
213 E. Bay St C
STREET
Charleston Charleston SC 29401
CITY COUNTY STATE ZIP

4. TYPE OF OWNERSHIP
☐ SOLE PROPRIETOR (one owner) ☐ PARTNERSHIP (two or more owners)
☐ LLC/LLP ☒ SC CORPORATION DATE INC March 2002
☐ FOREIGN CORPORATION (ATTACH COPY OF ARTICLES OR CERTIFICATE OF AUTHORITY)
☐ NON-PROFIT ORGANIZATION
☐ OTHER (EXPLAIN)

5. TRADE NAME (DOING BUSINESS AS)
Club Light

6. BUSINESS PHONE NUMBER (843) 722-1311
DAYTIME PHONE NUMBER (843) 442-8532

7. FEDERAL IDENTIFICATION NUMBER AND/OR SOCIAL SECURITY NO

8. DESCRIBE THE NATURE OF YOUR BUSINESS (RESTAURANT, CONVENIENCE STORE, ETC.)
Night club

9. IS BUSINESS WITHIN SC MUNICIPAL LIMITS?
☒ YES ☐ NO WHICH CITY? Charleston

10. WHAT IS YOUR RETAIL SALES TAX NUMBER?

11. HAS THIS LOCATION BEEN PREVIOUSLY LICENSED TO SELL BEER, WINE AND/OR ALCOHOLIC LIQUORS? ☒ YES ☐ NO
IF YES PRINT NAME OF BUSINESS AND BEER, WINE AND LICENSE/PERMIT NUMBER.

A. PREVIOUS OPERATORS LICENSE NUMBER

B. NAME OF BUSINESS
(Full organization name including trade name)

RECEIVED FEB 2006 SC Dept. of Revenue Alcoholic Beverage Licensing

COMPLETE REVERSE SIDE OF THIS FORM

(1)

EXHIBIT
26

EBCO - DOR - 001

DESIGNATED AGENT

A. (1) Give the name of the person you are appointing as the designated agent under § 61-2-100(F) for service of all notices concerning the permit or license: Kelley E. Tant

The designated agent can be an owner, partner, officer, or any other person that the applicant wishes to receive notices from the Department. No person may act as agent for more than one business entity unless that person has an ownership interest in the entities. I understand that the Department will give me notice by mailing it to this person listed above at the address shown on line three on the front of this form, and that it is my responsibility to inform the Department if this person or mailing address changes. **Must be 21 years of age and a resident of South Carolina.**

B. **Must be completed for *publicly traded* corporations *only*.**

You must designate an officer or other employee of good moral character, over the age of twenty-one and a resident of South Carolina in whose name the permit or license will be held on behalf of your corporation. See § 61-2-100(H)(2)(i).

1. Designated officer or other employee: Kelley E. Tant

2. Has the designated officer or other employee been convicted of a crime in South Carolina or any other state?
☐ Yes ☒ No (You must reveal any convictions whether the designated officer or other employee went to jail or not. The S.C. State Law Enforcement Division will check this person's record for convictions, and your application may be denied if you do not correctly answer this question).

C. **Contact person for SLED investigation purposes:** Name Kelley E. Tant

Telephone Number (843) 442-8532

Processing of this application may take six to eight weeks. If the application is denied by the department or protested by a member of the public or law enforcement, it could take up to six months for a hearing to be held and a decision made on the application by the Administrative Law Court.

If applying for an off-premises beer and wine permit, wholesale beer and wine permit, or 7-day beer and wine permit, I do hereby stipulate that I will not permit the on-premises consumption of beer and wine on the licensed premises. **I understand that a violation of this stipulation will be a violation against the permit and shall constitute sufficient grounds to suspend or revoke the beer and wine permit.**

I understand that a misstatement or concealment of fact in an application is sufficient ground for the revocation of the license or permit. I consent to the inspection of the premises covered by this license or permit by any agent of the SC Department of Revenue or any law enforcement officer.

I have read the instructions to this application and to the best of my knowledge, all information provided with this application is true and accurate.

SWORN to before me this

27 day of February 2006

Notary Public for South Carolina

My commission expires: 9-24-10

Kelley E. T

Applicant (owner, partner, or corporate officer)

Social Security Privacy Act Disclosure
It is mandatory that you provide your social security number on this tax form. 42 U.S.C 405(c)(2)(C)(i) permits a state to use an individual's social security number as means of identification in administration of any tax. SC Regulation 117-201 mandates that any person required to make a return to the SC Department of Revenue shall provide identifying numbers, as prescribed, for securing proper identification. Your social security number is used for identification purposes

Top of the Bay LLC
Name of Corporation, Partnership, LLC, etc. FEI

File Number: 3243-9274-9

CONSENT AND WAIVER

S.C. Code Section 61-2-160 prohibits the issuance of any permits or license under Title 61 if the applicant or any principal owes delinquent taxes, penalties, or interest to the S.C. Department of Revenue. The signature below authorizes the S.C. Department of Revenue to release to the applicant, or to the applicant's agent, attorney, information concerning delinquent taxes, penalties, or interest that is causing the denial of this application. The signature below also authorizes SLED to check, examine and release to the Department person's signed below criminal record for convictions.

1 - 12 is a list of principals. Each principal must complete and sign a box below. If a required person does not sign, this application will be denied.

Principals:

1. The owner (if sole proprietorship);
2. All officers of the business or entity which owns the business;
3. All partners (limited partners that cannot exercise management control need not sign);
4. All persons who own twenty-five percent (25%) or more of the value of the business entity;
5. All persons who own twenty-five percent (25%) or more of the combined voting power of the business or entity;
6. Managers of a limited liability company which is managed by managers;
7. Members of a limited liability company which is not managed by managers;
8. Any fiduciary who manages, controls title, or is otherwise in control of the business;
9. All employees who will have day-to-day operational management responsibility for the business or entity; and,
10. If a publicly traded corporation, the designated license holder (designated agent) (must be over 21 and a resident of S.C.).
11. If not a publicly traded corporation, list all stockholders.
12. If a nonprofit organization, list all officers and directors of the organization.

Name: Kelley E. Tant Principal/Type: (use above number) 1

Home Address: Street

City State Zip

Social Security No: Sex: F Race: White Date of Birth:

Yr/Mo/Date of SC Residency: Signature Kelley E. Tant

Have you had revoked or suspended, in this or any other state, any license to sell beer, wine, or alcoholic liqueurs?
☐ Yes ☒ No If yes, give details in Schedule A

Have you been convicted of a crime in South Carolina or any other state? ☐ Yes ☒ No If yes, give details in Schedule A

Name: Principal/Type: (use above number)

Home Address: Street

City State Zip

Social Security No: Sex: Race: Date of Birth:

Yr/Mo/Date of SC Residency: Signature

Have you had revoked or suspended, in this or any other state, any license to sell beer, wine, or alcoholic liqueurs?
☐ Yes ☐ No If yes, give details in Schedule A

Have you been convicted of a crime in South Carolina or any other state? ☐ Yes ☐ No If yes, give details in Schedule A

S.C. Dept. of Revenue Alcoholic Beverage License MAR 2005

S.C. DEPT. OF REVENUE
MAR 1 2006
RECEIVED

Additional Space on Back.

(3)

EBCO - DOR - 003

Top Of The Bay
213 C East Bay Street
Charleston SC 29401

Number of Copies: 1

AFFIDAVIT OF PUBLICATION

The Post and Courier

State of South Carolina

County of Charleston

Personally appeared before me the undersigned advertising Clerk of the above indicated newspaper published in the City of Charleston, County and State aforesaid, who, being duly sworn, says that the advertisement of

(Copy attached)

appeared in the issues of said newspaper on the following day(s):

03/01/2006, 03/08/2006, 03/15/2006

at a cost of **$ 293.25**
Account# **H005XLR**
Order# **C270ZWG3**
P.O. Number: **Top of the**

Subscribed and sworn to before me this 17th day of March A.D. 2006

Advertising Clerk

NOTARY PUBLIC SC
My Commission expires
My Commission Expires 10/10/13

Form 3020

DEPT. OF REVENUE
RECEIVED
#28

Notice of Application

Notice is hereby given that TOP OF THE BAY, INC. intends to apply to the SC Department of Revenue for a license and/or permit that will allow the sale and ON premises consumption of BEER, WINE AND/OR LIQUOR at 213C EAST BAY ST. CHARLESTON, SC 29401. To object to the issuance of this permit/license, written protest must be received by the S.C. Department of Revenue no later than MARCH 17, 2006. For a protest to be valid, it must be in writing, and should include the following information:
(1) the name, address and telephone number of the person filing the protest;
(2) the specific reasons why the application should be denied;
(3) that the person protesting is willing to attend a hearing (if one is requested by the applicant);
(4) that the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,
(5) the name of the applicant and the address of the premises to be licensed.
Protests must be mailed to: S.C. Department of Revenue, ATTN: ABL, P.O. Box 125, Columbia, SC 29214) or faxed to (803) 898-5499.

EBCO - DOR - 004

FILED

MAR 29 2002

SECRETARY OF STATE

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF INCORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

1. The name proposed corporation is Top Of The Bay, Inc.

2. The initial registered office of the corporation is 213 East Bay Street
Street Address

Chas. (City) Chas. (County) SC (State) 29401 (Zip Code)

and the initial registered agent at such address is Kelley E. Tint
First Name

I hereby consent to the appointment as registered agent of the corporation:

Kelley E. Tint
Agent's Signature

3. The corporation is authorized to issue shares of stock as follows. Complete "a" or "b", whichever is applicable.

a. ☒ The corporation is authorized to issue a single class of shares, the total number of shares authorized is 100,000.

b. ☐ The corporation is authorized to issue more that one class of shares.

Class of Shares	Authorized No. of Each Class

The relative right, preference, and limitations of the shares of each class, and of each series within a class are as follows:

4. The existence of the corporation shall begin as of the filing date with the Secretary of State unless a delayed date is indicated (See Section 33-1-230(b) of the 1976 South Carolina Code of Laws, as amended) April 01, 2002

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

JUL 15 2002

02-017059CC

SECRETARY OF STATE OF SOUTH CAROLINA

Top Of The Bay
Name of Corporation

5. The optional provisions, which the corporation elects to include in the articles of incorporation, are as follows (See the applicable provisions of Sections 33-2-102, 33-2-105, and 35-1-221 of the 1976 South Carolina Code of Laws, as amended).

DEPT. OF REVENUE
#28
RECEIVED

6. The name, address, and signature of each incorporator is as follows (only one is required):

a Kelley E. Tant
Name
213 East Bay St., Chas. SC 29401
Address
Kelley E T
Signature

b
Name
Address
Signature

c
Name
Address
Signature

7. I, W. Tracy Brown, an attorney licensed to practice in the state of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements of Chapter 2, Title 33 of the 1976 South Carolina Code of Laws, as amended, relating to the articles of incorporation.

Date 3/14/06

Signature

W. Tracy Brown
Type or Print Name

109 Wappoo Creek Dr., 2A
Address
Charleston, SC 29412
(843) 795-9097
Telephone Number

The State of South Carolina

S.C. DEPT. OF REVENUE

Office of Secretary of State Jim Miles
Certificate of Existence

I, Jim Miles, Secretary of State of South Carolina Hereby certify that:

TOP OF THE BAY, INC.,

a corporation duly organized under the laws of the State of South Carolina on **April 1st, 2002**, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that it is subject to being dissolved by administrative action pursuant to Section 33-14-210 of the South Carolina Code, and that the corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 22nd day of April, 2002.

Jim Miles, Secretary of State

Jim Miles has filed the annual report with the Tax Commission. If it is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission

EBCO - DOR - 007

Secretary of State Search
Mark Hammond's Office

Office of the South Carolina Secretary of State
Business Filings Division

Information for: **TOP OF THE BAY, INC.** Check Cha

Note** This online database was last updated on 03/10/2006 see our Disclaimer

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA
	For Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	KELLEY E TANT
ADDRESS:	213 E BAY ST
CITY:	CHARLESTON
STATE:	SC
ZIP:	29401 0000
SECOND ADDRESS:	
FILE DATE:	03/29/2002
EFFECTIVE DATE:	04/01/2002
DISSOLVED DATE:	

CORPORATION HISTORY RECORDS		
Code	File Date	Comment
INCORPORATION (DOMESTIC)	03/29/2002	INCORPORATION(EFF. 4/1/02)

Return to Previous Page

EBCO - DOR - 008

RECORD 000455

The State of South Carolina

S C
DEPT. OF REVENUE
MAR 1 2006
#5T
RECEIVED

Office of Secretary of State Jim Miles
Certificate of Existence

I, Jim Miles, Secretary of State of South Carolina Hereby certify that:

TOP OF THE BAY, INC.,
a corporation duly organized under the laws of the State of South Carolina on **April 1st, 2002**, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that it is subject to being dissolved by administrative action pursuant to Section 33-14-210 of the South Carolina Code, and that the corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 22nd day of April, 2002.

Jim Miles, Secretary of State

Note: Before the annual report with the Tax Commission. If it is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

D H E C

PROMOTE PROTECT PROSPER

Inspection Report
Bureau of Environmental Health
Food Protection

Type Inspection: ☒ Routine ☐ Complaint ☐ Follow up ☐ Other

Name of Establishment: Top of the Bay — Program code/ Permit number: 20613949

Address: 213 E. Bay St. — City/County/District: Charleston

Based on an inspection this day, the mark to the left of each item below identifies the violations in operations which must be corrected by the next routine inspection or such period of time as may be specified in writing by the health authority. Failure to comply with this notice may result in suspension of your permit (or downgrading of the establishment as applicable.) IN= In compliance, OUT= Out of compliance, N/O= Not observed, N/A= Not applicable, COS= Correction on the spot, R= Repeat
* Critical items requiring immediate action

Item				Critical Risk Factors	COS/R	PT	Remarks
1	IN	OUT	N/O	(N/A) *Properly cooked- Potentially hazardous food		5	
2	(IN)	OUT	N/O	N/A *Proper holding temperature- Potentially hazardous food		5	
3	IN	OUT	N/O	(N/A) *Proper cooling & reheating- Potentially hazardous food		5	See Form # 1724
4	(IN)		OUT	*Personnel with infections restricted		5	
5	(IN)		OUT	*Proper hygiene: hands clean, nails, properly washed, glove use, handsink access		5	
6	(IN)		OUT	*Cross contamination prevented/ Food protected		5	
7	(IN)		OUT	*Wash, Rinse, Sanitize: clean, concentration		5	
8	IN		OUT	*Food from an approved source & sound condition		5	
				Critical Violations	COS/R	PT	
9				*Water source safe, Hot & Cold under pressure, Back siphonage, Sewage	OK	5	
10				*Handling foods minimized	OK	4	
11				*Insects/Rodents/Animals restricted	OK	4	
12				*Toxic substances properly identified, stored, used	OK	4	
				Violations	COS/R	PT	
13				Food protection: Storage, Preparation, Display; Thawing		2	
14				Personal hygiene, Outer clothing clean		2	
15				Food contact surfaces: clean, free of abrasives, detergents		2	
16				Food contact surfaces: designed, constructed, maintained, installed, located		2	**Inspection Results**
17				Handsink: good repair, clean, soap/paper towels		2	
18				Warewash: constructed, maintained, installed, clean		2	
19				Towel sanitization: proper concentration, clean, labeled		2	Posted Grade:
20				Thermometers: provided, used, accurate, proper test kits		2	(A) B C
21				Mobile unit: return to base station		2	A
22				Non-food-contact surfaces of equipment and utensils clean		1	
23				Non-food-contact surfaces: designed, constructed, maintained, installed		(1)	
24				Proper storage: utensils (stored/in use), equipment, single service, linens		1	Score:
25				Food Properly labeled		1	98
26				Floors and floor coverings: drained, constructed, good repair, clean		1	
27				Walls, Ceilings, Attached equipment: constructed, good repair, clean		1	
28				Personal items, Authorized persons, Separate living quarters		1	Follow up: ☐ Yes ☒ No
29				Adequate ventilation		1	
30				Lighting provided as required, fixtures shielded		(1)	Follow up date:
31				Plumbing installed, maintained		1	
32				Toilet: selfclosing, repairs, supplied, waste receptacles	OK	1	Rating Scale:
33				Garbage/refuse: containers clean, adequate, covered		1	88 - 100 Points = A
34				Can wash/Mop sink; Waste water disposal		1	78 - 87 Points = B
35				Cleaning equipment stored orderly, maintained		1	70 - 77 Points = C
36				Premises maintained, unnecessary articles		1	Less than 70 points = Permit Suspension

Owner/ Manager (signature): X Kelley E. Z — Date: 4/13/06

Health Authority: CR Cadden #22 — Phone: 202-1020

DHEC Exp 116 (10/2004) SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

EBCO - DOR - 010

RECORD 000457

D H E C

PROMOTE PROTECT PROSPER

Inspection Report Supplement
Bureau of Environmental Health

Date	Name and Address of Establishment	Permit No.
10/13/06	Top of the Bay	10-31744-6

The item number noted below refers to defects marked on the Inspection Report

Item No.	DEFECT OBSERVED AND CORRECTIVE ACTION NEEDED
OK	Bar Foods Frozen
OK	Bar Sink, tap water 140°F, Has QT-10 test tape, Food thermometer Sink ~~tap water~~ not in use
23	Need drain hoses for Energy drink guns
OK	Restrooms clean & stocked
30	Provide light (covered) over hand basin, (Sink) & ice bins & bar hand basin

DHEC 1724 (01/2004) PLEASE CORRECT THE ABOVE DEFECTS OWNER COPY

EBCO - DOR - 011

D H E C
PROMOTE. PROTECT. PROSPER

Inspection Report
Bureau of Environmental Health
Food Protection

DEPT. OF REVENUE
MAR 31 2006
#23
RECEIVED

Type Inspection: ☑ Routine ☐ Complaint ☐ Follow up ☐ Other

Name of Establishment: TOP OF THE BAY
Program Code/ Permit number: 206/37411
Address: 213 E. Bay St.
City/County/District: CHNS

Based on an inspection this day, the mark to the left of each item below identifies the violations or observations which must be corrected by the next routine inspection or such period of time as may be specified in writing by the health authority. Failure to comply with this notice may result in suspension of your permit (or downgrading of the establishment as applicable.) In= In compliance, Out= Out of compliance, N/O= Not observed, N/A= Not applicable, COS= Correction on the spot, R= Repeat
* Critical items requiring immediate action

Item				Critical Risk Factors	COS/R	PT	Remarks
1	IN	OUT	N/O	(N/A) *Properly cooked- Potentially hazardous food		5	Cornbread upset violation ASAP and remaining items by next routine inspection
2	(IN)	OUT	N/O	N/A *Proper holding temperature- Potentially hazardous food		5	
3	IN	OUT	N/O	(N/A) *Pr...ue food		5	
4	(IN)	OUT		*Pe		5	
5	(IN)	OUT		*Pl gic		5	
6	(IN)	OUT		*C		5	
7	(IN)	OUT		*V		5	
8	(IN)	OUT		*F		5	
					COS/R	PT	
9	*Water source safe,					5	See DHEC 1724
10	*Handling foods mir					4	
11	*Insects/Rodents/Ai					4	
12	*Toxic substances					4	
					COS/R	PT	
13	Food protection: S					2	
14	Personal hygiene,					2	
15	Food contact surf					2	
16	Food contact surf				d R	(2)	Inspection Results
17	Handsink: good re					(2)	
18	Warewash: const					2	
19	Towel sanitizatio					2	Posted Grade:
20	Thermometers: p					2	(A) B C
21	Mobile unit: retu					2	
22	Non-food-conta					1	A
23	Non-food-conta					1	
24	Proper storage					1	Score:
25	Food Properly la					1	
26	Floors and floo					1	95
27	Walls, Ceilings					(1)	
28	Personal items					1	Follow up: ☐ Yes ☒ No
29	Adequate venti					1	
30	Lighting provi					1	Follow up date:
31	Plumbing inst					1	
32	Toilet: self-clo					1	Rating Scale:
33	Garbage/refu					1	88 - 100 Points = A
34	Can wash/Mo					1	78 - 87 Points = B
35	Cleaning equ					1	70 - 77 Points = C
36	Premises m					1	Less than 70 points =Permit Suspension

1st Quarter 2nd Quarter 3rd Quarter 4th Quarter
945 1120 990-T 990-PF 1042
941 990-C 943 720 CT-1 940
FOR BANK USE IN MICR ENCODING

FIO #2

TOP OF THE BAY INC
213 C E BAY ST
CHARLESTON SC 29401-2608
EIN

Mark the "X" in this box only if there is a change to Employer Identification Number (EIN) or Name
See instructions on page 1
BANK NAME/ DATE STAMP
Telephone number
Federal Tax Deposit Coupon Form 8109 (Rev. 12-2000)
07 6

Owner/ Manager (print): _____ Date: 7/21/05
Health Authority: T.W. Williams #118 Phone: 202-7020

DHEC Exp 118 (10/2004) SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

EBCO - DOR - 012

D H E C

PROMOTE PROTECT PROSPER

Inspection Report Supplement
Bureau of Environmental Health

Date	Name and Address of Establishment	Permit No.
7/21/05	TOP OF THE BAY	3744

The item number noted below refers to defects marked on the Inspection Report

DEPT. OF REVENUE
JUL 25 2005
RECEIVED #26

Item No.	DEFECT OBSERVED AND CORRECTIVE ACTION NEEDED
17	PROVIDE PAPER TOWELS AT WOMENS SINK NEXT TO THE MEN'S SINK
10	REPAIR CRACKED AREAS INSIDE OF ICE MACHINE (NOT EASILY CLEANABLE)
27	REPAIR HOLES IN CEILING IN MENS REST ROOM

Kelley S. 2

HOT WATER 114°
TEST PAPER OK

DHEC 1724 (01/2004) PLEASE CORRECT THE ABOVE DEFECTS DISTRICT OFFICE COPY

COMMERCIAL LEASE AND DEPOSIT RECEIPT

Tenant: Top of the Bay Inc	Term 5 years
Date Signed: January 1	Initial Monthly Base Rental $ 2000
Effective Date: January 1	Renewal Date: December 31, 08

RECEIVED FROM Kelley E Tant / Top of The Bay Inc hereinafter referred to as Tenant,

the sum of $ 4000 (Four Thousand) DOLLARS,
evidenced by _____ as a deposit which shall be applied as follows.

	RECEIVED	PAYABLE PRIOR TO OCCUPANCY
Rent for the period from Jan 1 to Feb 28	$ 2000	$
Last Month's Rental	$	$
Security Deposit	$ 2000	$
Key Deposit	$	$
Cleaning charge	$	$
Other	$	$
TOTAL	$ 4000	$

STATE OF SOUTH CAROLINA, COUNTY OF Charleston

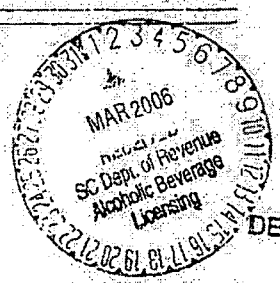
THIS AGREEMENT entered into this 1 day of January 20 03
between Top of The Bay Inc hereinafter referred to as Tenant,
and Charleston Tan, Landlord, or Agent for the Landlord,
hereinafter referred to as Landlord.

WITNESSETH:

1. PREMISES. That Landlord, in consideration of rents, covenants and conditions mentioned herein, to be paid, kept, performed and observed by Tenant does hereby demise, lease and let unto Tenant, and Tenant does hereby hire and take from Landlord the premises known as:

213 C East Bay St
Charleston, SC

2. TERM. To have and to hold said leased premises for the term of 5 years
beginning January 2003
and ending 31 December 2008



S.C. DEPT. OF REVENUE
2006
RECEIVED

3. RENT. Tenant shall pay to the Landlord, a Monthly Base Rental and Additional Rent as follows:

(A) MONTHLY BASE RENTAL. Tenant shall pay a Monthly Base Rental to Landlord for each calendar month during the term of this lease or any renewal thereof, in advance on or before the 1st day of each succeeding month. The amount of the Monthly Base Rental for the first year of this lease shall be _____ Dollars ($ 2000).
The rental for the first month of the term of the lease shall be paid at the date of execution hereof. If such date be other than the first day of the calendar month, such first rental payment shall be prorated for the period between the effective date of this lease and the first day of the following month.

(1) MONTHLY BASE RENTAL ADJUSTMENTS. The Monthly Base Rental shall be subject to an annual accumulative adjustment upward on each anniversary date of this lease for the succeeding twelve months. Said annual rental adjustment shall be determined by increasing the Monthly Base Rental an amount equal to the sum of subparagraphs _____ below applied to the previous 12 months of this lease or any renewal thereof.

(a) STEP UP. The Monthly Base Rental shall be increased annually as follows:

4% of Base

(b) COST OF LIVING INCREASE. The Monthly Base Rental shall be increased annually by an amount equal to any percentage increase during the previous twelve (12) months in the Consumer Price Index for All Urban Consumers (82-84 = 100) as shown by the most recent published CPI preceding each anniversary date of this lease.

(c) INSURANCE. The Monthly Base Rental shall be increased annually by an amount equal to one twelfth of any increase during the previous twelve (12) months in the annual cost of fire and extended coverage insurance for the leased premises, whether by reason of increased coverage or by increase in rate. Landlord shall keep the premises adequately insured at a reasonable rate.

(d) UTILITIES. The Minimum Base Rental shall be increased annually by the amount of any increase during the previous twelve (12) months in the average monthly cost of utility and scavenger services paid or payable by Landlord, whether by reason of increase in rate or by increase in service or consumption. Said cost of services includes cost of all such services not paid by tenants for such items as electricity, gas, water, sewer, garbage collection, etc.

(B) ADDITIONAL RENT: In addition to the Monthly Base Rental and its annual escalation adjustments, Tenant shall pay Additional Rent as indicated herein below in subparagraphs:

(1) TAX INCREASE: Tenant shall pay annually a sum equal to any increase in real estate taxes (ad valorem, special assessments, or any other governmental charges) over those assessed for 19_____, on a pro rata basis. Presentation of copies of tax bills that constitute sufficient evidence of additional rent due and shall be payable within fifteen (15) days after receipt thereof. Tenant shall be charged additional rent only for that portion of the calendar year during which the lease was in effect.

(2) PERCENTAGE OF GROSS SALES: Tenant shall pay annually a sum equal to _____ per cent, [_____%] of gross sales, as herein defined, in excess of _____ Dollars, [$_____], in any lease year. Gross sales as used herein shall be the amount of the gross sales as indicated on the Tenant's South Carolina Sales Tax Report [Form ST-3]. Tenant shall deliver to Landlord a certified copy of each monthly report within ten (10) days after report is due to the South Carolina Tax Commission. Lease year as used herein shall be the period of one year (or portion commencing on the effective day of the lease and each successive period of one full year commencing on the anniversary of said effective date. Tenant shall deliver to Landlord within _____ days following the end of each lease year written statement signed and certified by Tenant to be true and correct statement of the amount of gross sales during the preceding lease year. Tenant shall at the same time pay the amount of Additional Rent due (if any) as a percentage of the excess over the amount herein stated.

(3) COMMON AREA MAINTENANCE: Tenant shall pay on the first day of each month, in advance, a fee equal to the Tenant's pro-rata share of the cost of maintaining common areas. Tenant's common area maintenance fee for the remaining portion of the calendar year, in which the lease became effective, shall be Dollars ($_____) per month. Said fee shall be adjusted at the end of each calendar year to reflect any increase in cost during said year. Common areas include all areas used in common with the other tenants of the property of which the leased premises is a part, for the convenience or welfare of all tenants' customers collectively. Common area maintenance shall include (if applicable) the cleaning, striping and repairing of parking areas (surfacing not included) and the managing, cleaning and repairing of all common areas, including but not limited to the following:

(C) PRORATION OF CHARGES: If the leased premises described herein are less than the entire property, the increase in Monthly Base Rental adjustments, Additional Rent and all other charges required by this lease shall be determined by proration on the same ratio that the rentable floor area of the leased premises bears to the rentable floor area of the entire property. It is agreed that the leased premises contains _____ square feet of rentable area of the entire property which square feet, resulting in a percentage ratio factor of _____ per cent [_____%].

(D) ADDITIONAL CHARGES: Any charges due Landlord by Tenant including but not limited to, damage to premises, legal fees, cost in default remedies, and past due charges for utilities, insurance, cleaning, maintenance and repairs, etc. or for work done on the premises by order of Tenant, shall be considered as Additional Rent due (in addition to all other rent payable, and shall be included in any lien for rent. In the event any documentary stamp tax, or tax levied on rental or leasing of the premises is required the cost shall be paid by tenant upon demand. The cost of a credit report on the Tenant, which may be requested at the Landlord's option shall be paid by the Tenant.

4. SECURITY DEPOSIT: Any security deposit required by Landlord and paid by tenant shall be retained as security (interest free) for the faithful performance by Tenant of all terms, covenants and conditions herein. Landlord may at any time apply said deposit or any part thereof against any default by tenant of any of the terms, covenants and conditions of this lease. In such event, Tenant shall upon demand deposit with Landlord the amount so applied that Landlord shall have the full amount of the deposit on hand at all times during the term of this lease. Upon the expiration of this lease the Tenant shall surrender possession of the leased premises as required in paragraph 25 herein. Landlord if given permission to deduct from said security deposit the cost of any unusual cleaning or repairs to the property upon vacating of Tenant. Security deposit is not a part of the rental and automatically cannot be deducted from the rent of the last month of this tenancy. Security deposit or any remaining portion will be returned within 15 days after the termination of this tenancy or completion of the repairs necessitated by Tenant's misuse of the premises. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within three days after receiving written notice from the Landlord or Agent.

5. TENANT'S UTILITIES: Tenant shall pay all charges or bills for all utility and scavenger services used by the Tenant, EXCEPT:

Tenant responsible for all of utilities

6. USE OF PREMISES: Tenant agrees to use the leased premises for:

and for no other purpose. Pets, animals or birds may not be kept on the premises without the Landlord's permission. These premises may not be used for sleeping quarters or apartments, for games of chance or any form of gambling, immoral conduct or any other illegal activity.

7. EXAMINATION OF PREMISES: Tenant has examined the leased premises and is familiar with their present condition. Tenant, relying solely on said examination, agrees to accept premises in their present condition except for the specific items listed herein or itemized on attached check-in list.

8. DELAY OF POSSESSION: If Landlord is unable to deliver possession of leased premises on the effective date of this lease, by reason of the holding over of a prior tenant or for any other reason, this lease shall not be effective or imposed in any way and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom. The effective date of this lease however, shall not begin until the delivery of possession. If Landlord, however, is unable to deliver possession of the premises to Tenant by _____, 20___, Tenant shall have the right to cancel this lease upon written notice delivered to Landlord and upon such cancellation Landlord and Tenant shall each be released and discharged from all liability under this lease. In such case any deposit or prepaid rent shall be promptly returned to Tenant.

9. TENANT'S PARKING: Parking of vehicles owned or operated by Tenant or Tenant's employees is hereby limited, restricted or prohibited, as follows:

10. LIABILITY INSURANCE: Tenant shall not carry any stock of goods or do anything in or about the leased premises which will in any way reflect or invalidate any insurance coverage of the leased premises. Tenant agrees to pay upon demand as additional rent any increase in premiums of insurance carried by the Landlord on the leased premises resulting from the Tenant's use or occupancy. Tenant shall keep in full force and effect, at Tenant's expense, insurance for plate glass, personal property, trade fixtures, and property damages, as well as a public liability policy in which both Tenant and Landlord shall be named as the insured with the following minimum coverage:

11. MAINTENANCE AND REPAIRS: Landlord shall repair and maintain the foundation, roof, outer walls and structural members of the leased premises. Tenant shall, at Tenant's sole expense make all other repairs necessary to maintain the leased premises, both interior and exterior, ordinary and extraordinary including window glass, plate glass, storefronts, doors, windows, screens, awnings, locks, keys, weather stripping and thresholds, as well as all interior walls, floors, ceilings, and floor coverings. Tenant's responsibility to maintain the premises shall also include the servicing, repair, maintenance and if caused by Tenant's neglect, replacement of the plumbing, electrical, ventilating, heating and air conditioning systems, including all pipes, wiring, fixtures, filters, equipment, machinery, boilers, furnaces, compressors and appliances. Tenant shall also repair and be responsible for any damage caused by stoppage, breakage, leakage, overflow, discharge or freezing of plumbing pipes, soil lines or fixtures. If any part of the leased premises is damaged by the Tenant, or Tenant's employees, agents or invitees or by any breaking and entering of said premises, or by any attempt to break and enter leased premises, Tenant shall provide Landlord with immediate written notification of all damages to the property. After notification and approval of the Landlord, repairs shall be made promptly at Tenant's expense so as to restore said premises to its previous condition. If Tenant refuses or neglects to commence necessary repairs within ten (10) days after written demand, or does not complete such repairs within a reasonable time thereafter, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's stock, business or fixtures by reason thereof, and if Landlord makes such repairs, Tenant shall pay to Landlord, on demand, as Additional Rent, the cost thereof. Tenant's failure to pay shall constitute a default of this lease. Repairs that are the Landlord's responsibility shall be made within a reasonable time after written notice from the Tenant. Tenant's failure to give or unreasonable delay in giving notice of needed repairs or defects shall make Tenant liable for any loss or damage resulting from delay of needed repairs.

S.C. DEPT. OF REVENUE
APR. 5 - 2004

17. REGULATIONS AND SANITATION. ...and shall keep the leased premises clean, safe, sanitary and in compliance ... laws, ordinances and requirements of any legally constituted public authority. Tenant shall keep broom clean all areas in and around lease premises that are not included in Common Area Maintenance, such as front sidewalks and area behind building. Cleaning includes removing of any trash or refuse deposited on the leased premises or adjacent public area by Tenant, Tenant's customers' or anyone else. In the event of non-compliance by Tenant, Landlord shall have the right to have said areas cleaned, trash and refuse removed and charge the expense to Tenant as Additional Rent which shall be due and payable upon demand. Nonpayment of which shall constitute default of the lease. Tenant shall employ if Landlord determines it is necessary, a reputable pest extermination company at regular intervals.

18. ALTERATIONS. Tenant shall make no alterations, additions, improvements, or rewiring in or to the leased premises without the consent of Landlord. All additions, or improvements to the building including carpeting, tile, other floor covering, wall covering, ceiling tile, etc., made with or without Landlord's written consent shall become part of the premises, and the property of Landlord upon installation. Trade fixtures and office furniture shall be installed so as to be readily removable without injury to the premises and any injury caused by said removal shall be repaired forthwith at Tenant's expense. Said trade fixtures shall be removed from the premises before the end of this lease or shall become part of the premises and the property of Landlord. Tenant shall not install or maintain any equipment, partitions, furniture, etc., which the weight or operation thereof would tend to injure or be detrimental to the leased premises or would unreasonably annoy or disturb other tenants.

19. ASSIGNMENT OR SUBLEASE. Tenant shall not, without written consent of Landlord, in each case, assign, transfer, mortgage, pledge or otherwise encumber or dispose of this lease or sublet the leased premises or any part thereof or permit the premises to be occupied by other persons. Such consent shall not be unreasonably withheld. If this lease be assigned, or if the leased premises or any part thereof be sublet or occupied by any other person, firm, office or corporation with or without written permission of Landlord, it will not relieve Tenant of any obligations under the terms of this lease, and it sublet assigned or occupied without the Landlord's permission, this lease may, at the option of the Landlord, be terminated by a seven day written notice. In the event Tenant shall sublease the leased premises in accordance herewith for rentals in excess of those rentals payable hereunder Tenant shall pay to Landlord monthly in advance as Additional Rent hereunder, one half of all such excess rent. Any proposed assignee that presumes to assume Tenant's obligations hereunder shall execute a satisfactory assumption agreement before consent shall be given.

20. SIGNS OR AWNINGS. Tenant shall place no signs, notices, pictures, or advertising matter upon the exterior of the leased premises except with the written consent of the Landlord. Any and all signs placed on the leased premises by Tenant shall be maintained in compliance with rules and regulations governing such signs. The Tenant shall be responsible to Landlord for any damages by installation, use, maintenance or removal of said signs. Any electrical service needed for signs shall be installed at the Tenant's expense.

21. WAIVER OF RIGHTS. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon tenant's strict compliance with tenant's obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms of this lease at a future time. The rights and remedies created by this lease are cumulative and the use of one remedy shall not be taken to exclude the right to the use of another.

22. RULES AND REGULATIONS. Landlord reserves the right at any time to make further rules and regulations as in Landlord's judgment may be necessary for the safety, care, appearance, and cleanliness of the premises and the preservation of good order therein, and such other rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been contained herein at the time of execution hereof.

23. RIGHT OF ENTRY. Landlord without being liable for trespass or damages, shall have the right to enter leased premises during reasonable hours to examine same or to make repairs, additions, or alterations as Landlord may deem necessary for the safety, control, appearance, or preservation thereof, or to exhibit said premises. Entry shall also be allowed to post "FOR RENT" notice during the thirty days before the expiration of this lease. Said right of entry shall likewise exist for the purpose of removing placards, signs fixtures, alterations or additions which do not conform to this agreement. In accordance with this right, Tenant shall give Landlord a key to any and all locks, security systems and burglar alarms. Tenant shall not change or install new locks or security systems without the written consent of Landlord.

24. LIENS. Tenant shall not create any lien for labor or material against Landlord's interest in the leased premises. All persons contracting with the Tenant for the erection, installation, alteration, repair or demolition of any building or other improvements on the leased premises, and all material suppliers, contractors, mechanics, and laborers are hereby charged with notice that they must look to the Tenant and to the Tenant's interest only in the leased premises to secure the payment of any bill for work done or material furnished during the rental period created by this lease. In the event that lien are placed on record against the leased premises by contractors, mechanics, laborers, material suppliers, etc. because of action by tenant it will constitute a default of this lease.

25. DAMAGE OR DESTRUCTION OF PREMISES. If premises are totally destroyed by fire or other casualty, this lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If premises are damaged but not wholly destroyed by fire or other casualty, rental shall abate in such proportion as use of premises has been lost to the Tenant. Landlord shall restore premises to substantially the same condition as prior to damage as speedily as practicable, whereupon full rental shall commence.

26. DAMAGE TO PERSONAL PROPERTY. All personal property, merchandise, fixtures and equipment placed or moved into the leased premises shall be at the risk of Tenant or the owners thereof, and Landlord shall not be liable for any damage to, loss of theft of said personal property, merchandise, fixtures, or equipment, from any cause whatsoever.

27. CONDEMNATION. If the whole of the leased premises or such portion thereof as will make said premises unsuitable for the purpose herein leased, be condemned by any legally constituted authority, this lease shall terminate on the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover from the public authority compensation for damage caused by condemnation. Neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority. In the event only such portion of the leased premises is acquired by condemnation as will leave the remaining premises, after alteration and repair, in condition suitable for use by Tenant, the monthly rental payments from the day of such acquisition to the end of the original or any extended term of the lease shall be reduced in proportion to the resulting area of use of leased premises by Tenant. In the event of such partial acquisition and reduction in rent, Landlord shall make promptly at Landlord's expense, all necessary alterations and repairs which shall be required to restore the premises to a tenantable condition.

28. INDEMNITY AND LIABILITY. Tenant shall indemnify and save Landlord harmless from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from the management of the business conducted by Tenant on the leased premises. Landlord shall not be liable, and tenant waives all claims for damage to person or property sustained by Tenant, its employees or agents, resulting from the condition of the leased premises, or any equipment or such as may result from any accident in or about the leased premises or which may result directly or indirectly from any act of neglect of any other tenant of the property of which the leased premises is a part.

29. REVERSION. Tenant shall surrender to Landlord, at the end of the term of this lease or upon cancellation of the lease, said leased premises clean and in as good condition as the leased premises were at the beginning of the term of this lease, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted, or Tenant will pay to Landlord all damage that Landlord may suffer because of Tenant's failure so to do. Tenant will indemnify and save Landlord harmless from and against all claims made by any succeeding Tenant of said premises against Landlord because of delay in delivering possession of leased premises, so far as such delay is occasioned by failure of Tenant to so surrender leased premises. Security deposit may be withheld as payment or partial payment of repairs or unusual cleaning needed after Tenant vacates.

30. EFFECTIVE DATE OF LEASE. This lease shall become effective as a binding agreement only upon the execution and delivery thereof by both Landlord and Tenant. If this lease is signed by one party and submitted to the other party, then it shall constitute an offer to lease which is subject to revocation at any time prior to execution by the other party and delivery of a fully executed copy to the submitting party.

31. NOTICES. Tenant hereby appoints as Tenant's agent to receive service of all notices required under this lease as well as all dispossession default notices, the person in charge of leased premises or occupying said premises, at the time such notice is delivered. If no person is in charge of, or occupying said premises, the service of such notice may be made by attaching the same in the main entrance to said premises. A copy of all notices under this lease shall also be sent to Tenant's last known address, if different from said premises.

32. BANKRUPTCY. If Tenant shall be adjudicated bankrupt or be involved or take the benefit of any Federal reorganization or make a general assignment or take the benefit of any insolvent law, or if a trustee in bankruptcy or receiver be applied for or elected for Tenant, or per Federal or State law, this lease at the option of the Landlord shall expire and end seven (7) days after Landlord gives Tenant written notice, UNLESS, the Tenant's trustee immediately cures any default of Tenant hereunder and provides (in compliance with Federal and State laws) adequate assurance of future performance of Tenant's obligation hereunder.

33. BEYOND LANDLORD'S CONTROL. None of the acts, promises, covenants, or obligations of the party of the first part to be kept, performed or not performed as the case may be, nor the obligation of the Tenant to pay rent, Additional Rent or other charges or payments shall be in anywise lowered, excused or affected by reason of the Landlord being unable at any time during the term of this lease, to supply, or to delay in supplying heat, light, elevator service or any other service expressed or implied on the party of the Landlord to be furnished or by reason of the Landlord being unable to make any alterations.

RECEIVED MAR 2008 ... DEPT. OF REVENUE ... MAR 2008 ... RECEIVED

repairs, or decorations or to supply any equipment or fixtures, or any other premises including all security locks and systems. Tenant shall not change or install new locks or security systems without written approval from Landlord.

29. KEYS. Landlord shall provide Tenant with one key per lock, and the Tenant is responsible for accounting for all keys provided or duplicated and shall return all keys of leased premises to the Landlord upon termination or cancellation of this lease and/or Tenant's vacating said premises. Landlord shall have the right, if in the Landlord's sole judgment it is necessary to require the Tenant at Tenant's expense to replace locks, and to supply Landlord with one key to the new locks. The Landlord shall retain a master key or pass key to the premises, including all security locks and systems. Tenant shall not change or install new locks or security systems without written approval from Landlord.

30. ESTOPPEL CERTIFICATES. Tenant shall from time to time, within ten days following written notice from Landlord, execute, acknowledge and deliver to the Landlord a written statement certifying that this lease is in full force and effect. The statement should also state whether or not the Landlord is in default in performance of any covenant or condition of this lease. The failure of the Tenant to execute, acknowledge and deliver to the Landlord a statement in accordance with this covenant shall constitute an acknowledgment by the Tenant that this lease is unmodified and in full force and effect, and that constitute a waiver of any defaults by the Landlord which may have existed prior to the date of such notice.

31. PEACFUL POSSESSION. Subject to the terms, covenants and conditions of this lease, the Tenant shall have, hold and enjoy possession of the leased premises, subject to the rights of the holders of any mortgage which now covers said premises or which may hereafter be placed on leased property in part. Tenant shall execute any necessary lease subordination agreement at the Landlord's request.

32. DEFAULT. If Tenant fails to pay rent, including Additional Rent on or before the due dates as herein stated (TIME IS OF THE ESSENCE) this lease shall be in default. If tenant fails to cure such default within five (5) days after written notice from Landlord, or if Tenant shall be in default within thirty (30) days after the receipt of written notice of default from Landlord, or if leased premises shall be abandoned or deserted for fifteen (15) days, or if this lease is assigned to any other person, firm, office or corporation, without the permission of Landlord as required in paragraph 13 herein, this lease at the Landlord's option shall expire and terminate seven (7) days after Landlord delivers written notice to Tenant of such condition of default and Tenant shall immediately quit said premises to Landlord. In the event of any such default or breach of performance, the Landlord without any further notice or demand of any kind to the Tenant, may terminate this lease and re-enter and forthwith repossess the entire premises and without being liable for trespass or damage shall relet, lease or demise the premises to another Tenant without any hindrance or prejudice to Landlord's right to obtain for any past due rent, Additional Rent, and rent from the time of such default or termination until the premises were leased or relet to another Tenant. The collection by Landlord of rent for the unexpired term shall entitle tenant to all tenant's rights of this lease during the period for which the rent may have been collected.

33. ASSIGNMENT OF CHATTELS. Tenant hereby pledges and assigns to Landlord all the furniture, fixtures, goods, equipment and chattels of Tenant which shall or may be brought or put on said premises as security for the payment of said rent and Tenant agrees that said lien may be enforced by distraint or foreclosure, at the election of Landlord. It is understood and agreed that any merchandise, fixtures, furniture, or equipment left in the premises when Tenant vacates shall be deemed to have been abandoned by Tenant and by such abandonment, Tenant relinquishes any right or interest therein and Landlord is authorized to sell, dispose of or destroy same.

34. ATTORNEY'S FEE. In the event Landlord successfully defends any action by the Tenant, or if it is necessary for Landlord to employ an attorney for the collection of rent or any other sum due hereunder, or to enforce any covenant of this lease, or the termination of this lease, or for the possession of the leased premises or any part thereof, the Tenant shall pay all costs, including reasonable attorney's fees.

35. AGENT. Tenant acknowledges that the aforementioned _____ is the managing agent for the owner(s) of the leased premises. Tenant shall pay all rent payable under this lease to said agent. The right to collect said rentals shall be governed by the written agreement between Landlord and agent for the management of the leased premises and shall terminate with the expiration of said management agreement or any renewal thereof.

36. DEFINITIONS. "Landlord" as used in this lease shall include the owner or owners of the property and/or the aforementioned managing agent as well as the Landlord's heirs, representatives, assigns and successors in title to premises. "Tenant" shall include Tenant, Tenant's heirs and representatives, and if this lease shall be assigned or sublet, shall include also Tenant assignees or sublessees, as to premises covered by such assignment or sublease. "Agent" shall include agent, agent's successors, assigns, heirs and representatives. "Landlord," "Tenant," and "Agent," including male and female, singular and plural, corporation, partnership or individual, or may fit the particular parties.

37. SPECIAL STIPULATIONS. Insofar as the following stipulations conflict with any of the provisions herein, the following stipulations shall control:

33. ENTIRE AGREEMENT. This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only as a dated written agreement signed by both Landlord and Tenant. No surrender of the leased premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing. TIME IS OF THE ESSENCE IN THIS AGREEMENT

[redacted]

IN WITNESS WHEREOF, Landlord and Tenant have executed these premises, the day and year first above written.

Witness as to Tenant — Kelley E. Tant, Tenant

Witness as to Tenant — Kelley E. Tant, Tenant

Witness as to Landlord (or Agent) — Landlord (or Agent)

Witness as to Landlord (or Agent) — Landlord (or Agent)

THIS IS A LEGALLY BINDING CONTRACT. TENANT IS ADVISED TO SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. TENANT ACKNOWLEDGES THE RECEIPT OF A COPY OF A COPY OF THIS AGREEMENT.

The printed matter in this form approved by the CHARLESTON TRIDENT ASSOCIATION OF REALTORS®

Form 301 / Revised 10/91
BY ME PENDING

COPY

Triple Net lease

Tenant responsible for 50% of all taxes insurance and building improvements a-roof repair, painting

[redacted]

EO
DEPT. OF REVENUE
OCT 1 2004
RECEIVED

South Carolina Department of Revenue
Alcoholic Beverage Licensing Section
SLED Application Transmittal

club

R 3/10

Owner Information

SIDSFX
Mail Attn
Owner Name TOP OF THE BAY INC
Mail Address ~~218~~ 213 E BAY ST # C
Mail CSZ CHARLESTON SC 29401-2633
Owner Type C Sex
SSN Race
FEI DOB
Sales License Building On Site Y or N
Former Licensed Y or N
Former Business Name

Former Licensee Name

Business Information

File Number
Loc Attn
Business Name CLUB LIGHT
Loc Address ~~218~~ 213 E BAY ST # C
Loc CSZ CHARLESTON SC 29401-2633
Loc County 10 Charleston
Loc City Code 2130 City Limits ☑
Loc Phone (843) 722-1311
Loc SIC 7224 DRINKING PLACES,TAVERN

Contact Information:

Name TANT, KELLY E
Phone AM (843) 442-8532 Phone PM

Landlord Information:

SLED Dates:

Printed	Reprinted	Sent to SLED	Returned
03/09/2006		03/09/2006	

Permanent Licenses:

License	Type	Status	Entered	Type Description
32039274	TBW	OPEN	02/27/2006	120 DAY ON PREMISES BEER/WINE
32039274	TLB	OPEN	02/27/2006	120 DAY LIQUOR BY THE DRINK

PBW - On premise beer/wine
PLB - Liquor by the drink

Sign Posted 3-14-06
Sign Exp. 5PM 3-28-06
Sign Picked up 3-29-06

KATH

EBCO - DOR - 019

Best

SLED Investigative Checklist/Report AL-002

1. File #: 32039274
2. Applicant name & business type: Top of the Bay, INC.
3. DBA: Club Light
4. Loc Addr: 213 E Bay ST, STE C,
5. City: Charleston
6. County: Charleston
7. City limits: Yes
8. Loc Phone: 843-722-1311
9. Lic type: PLB + PBW
10. Contact name: Kelly E. TANT
11. Day phone: 843-442-8532
12. Night phone: —
13. Tech name: C.N. Clarke
14. Principals: Kelly E. TANT

A. **Complete for all applications.**

2. A1. ☒Yes ☐No I have interviewed the designated license person or applicant in order to confirm that all principals and owner(s) have been listed on the application. Kelly E. TANT

3. A2. ☐Yes ☐No. Is the applicant the owner of the business? See § 61-2-100(A). written lease from Ann Thorpe, D.B.H. Charleston, T & T to Kelly TANT dated 1-6-03. Corp. papers filed with S.C. Sec. of State on 4-1-82.

4. A3. ☒Yes ☐No. Is the applicant or designated license person 21 years of age? See § 61-2-100(E).
Kelly E. TANT S.C.D.L. D.O.B.

5. A4 ☒Yes ☐No. Is the applicant a legal resident of the U.S.? Has the applicant been a resident of S.C. for at least thirty days before the date of application; Has the applicant maintained his or her principal place of abode in S.C. for at least thirty days before the date of application? See §§ 61-4-520(2); 61-6-110; 61-6-1820(7).
Kelly E. TANT S.C.D.L. issued

6 A5. ☒Yes ☐No. Notice of the application has been given by displaying a sign for fifteen days at the site of the proposed business. See § § 61-4-520(8); 61-6-180; 61-6-1820(5).
7. A5. Posted Date sign posted: 3-14-06
8. A5 Protest deadline 5:00 P.M. on 3-28-06
9. A5 Only Date sign removed: _____.
10. A5. Name of agent who removed sign: _____.

20. B3. ☑Yes ☐No. Does the business have a kitchen that is a separate area of the business that is used solely for the preparation, serving, and disposal of meals? See SLED Reg. 7-401.3

21. B4 ☑Yes ☐No. Does the kitchen have a working fixed grill, stove, or microwave oven? See ABC Ruling 90-10. SLED Reg. 7-401.3.

22. B5. ☑Yes ☐No. Is there a functioning cold storage unit with a minimum 21 cubic feet capacity for food storage? See ABC Ruling 90-10. SLED Reg. 7-401.3.

23 B6 ☑Yes ☐No. Does the business have a menu or a sign listing the meals offered for service? See SLED Reg. 7-401.3.

24. B7 ☑Yes ☐No. Does the location have or plan to have hot meals during normal mealtimes which occur when the business establishment plans to be open to the public? See SLED Reg. 7-401.3.

25. B8 ☑Yes ☐No. Is there adequate food on the premises to serve forty (40) people a hot meal? Prepackaged single portions foods prepared off of the premises will not count as adequate food. See ABC Ruling 90-10 SLED Reg 401.3.

26. B9 ☑Yes ☐No. The distance requirements of § 61-6-120 have been complied with (minimum distance from schools, churches, and playgrounds). § 61-6-1820(3); SLED Reg. 7-303.

C. Application is for a location that furnishes lodging minibottle license

27. C1 ☐Yes ☐No. If the applicant is a corporation or association, does it have a reputation for peace and good order in its community? See § 61-6-1820(2). ☐ Not applicable

28. C2 ☐Yes ☐No. Does the business rent accommodations for lodging to the public on a regular basis consisting of not less than twenty rooms. See § 61-6-20(4). ☐ Unable to determine as construction is not complete.

29. C3. ☐Yes ☐No. The distance requirements of § 61-6-120 have been complied with (minimum distance from schools, churches, and playgrounds) § 61-6-1820(3) See SLED Reg. 7-303.

D. Application is for a nonprofit organization minibottle license.

30. D1. ☐Yes No. Does the corporation or association have a reputation for peace and good order in its community? See § 61-6-1820(2).

31. D2. ☐Yes No. The premises to be licensed are located in a place separate and distinct from the premises of any business establishment; the premises has a different address; has a separate entrance, and is not connected by common doors or passageways with any business premises. See SLED Reg. 7-401.1.

32 D3. ☐Yes No. The distance requirements of § 61-6-120 have been complied with (minimum distance from schools, churches, and playgrounds). § 61-6-1820(3). See SLED Reg. 7-303.

E. Application is for a Retail Liquor License.

33. E1 ☐Yes No. The distance requirements of § 61-6-120 have been complied with (minimum distance from schools, churches, and playgrounds). See SLED Reg. 7-303.

34. E2. ☐Yes No. On the date of this report the building met structural requirements of § 61-6-1510:
a. The proposed premises must be a separate store or place of business.
b. There cannot be more than two means of public ingress or ingress on the front or same side of the building; or on the corner of two adjacent sides of the building.

35. Date comp: 3-14-06

36. Agent: C Clarke

Please add a detailed note next to the response on any question where the applicant does not qualify for the license or permit.

Please attach a photograph (when feasible) of any noncomplying or questionable issue.

You should keep this completed form for at least 4 months in the event a contested case hearing is requested. If a hearing is to be held, please submit this completed form along with your map of the location.

Rev. 6-8-05

SOUTH CAROLINA LAW ENFORCEMENT DIVISION

MARK SANFORD
Governor

ROBERT M. STEWART
Chief

RECORD CHECK
(Type or Print Clearly in Ink)

NAME: Kelley E. Tant

AKA AND/OR MAIDEN NAMES: _____

DOB: ___ - ___ - ___

SSN: _____
(Federal law permits governmental agencies to require a social security number in order to conduct official business; however, private entities may only obtain social security numbers if given voluntarily.)

A FEE OF TWENTY-FIVE DOLLARS ($25.00) FOR EACH CRIMINAL HISTORY RECORD REQUEST IS REQUIRED BY STATE LAW. PAYMENT MUST BE MADE TO SLED BY MONEY ORDER, COMPANY CHECK OR *PERSONAL CHECK, FOR THE CORRECT AMOUNT ONLY. *NO OUT OF STATE PERSONAL CHECKS OR CASH WILL BE ACCEPTED.

"This criminal history report contains records of arrests and convictions made by state and local agencies in South Carolina only."

*WARNING! ALTERATION OF THIS DOCUMENT MAY BE SUBJECT TO CRIMINAL PROSECUTION. DO NOT ACCEPT THIS FORM UNLESS IT BEARS AN ORIGINAL PROCESSING STAMP BY SLED.

(CJ-022)

S.C. DEPT OF REVENUE
SEP 1 2006
RECEIVED

An Accredited Law Enforcement Agency
P.O. Box 21398 / Columbia, South Carolina 29221-1398 / (803) 737-9000 / Fax (803) 896-7041

SOUTH CAROLINA DEPARTMENT OF REVENUE

ABL-567
(Rev. 5/16/02)

PBW

ON PREMISES BEER/WINE

06

M RGAB 2136746-000

TANT KELLEY E
213 C EAST BAY ST
CHARLESTON SC 29401

LICENSE NO. 32027474-PBW
FILE NO. 32027474-2
DATE ISSUED: 02-25-2004
STIPULATIONS:00

213 TOP OF THE BAY
213 C EAST BAY ST
CHARLESTON SC 29401

START DATE: 03-01-2004
END DATE: 02-28-2006
START TIME: 00:00
END TIME: 00:00

THIS LICENSE IS NOT TRANSFERABLE

OFFICE

You may not transfer this permit or license to another location or to another person. If you sell all or a portion of your business, before the buyer can legally sell beer, wine or liquor, he or she MUST obtain his/her own permit or license. You can be held financially responsible for any violations of the law that take place by any person using your permit and/or license. You may be held financially responsible for injuries due to the negligent sale of these beverages by someone using your permit or license.

POST THIS IN A CONSPICUOUS PLACE

SOUTH CAROLINA DEPARTMENT OF REVENUE

ABL-567
(Rev. 5/16/02)

PSB

BUSINESS MULTI BOTTLE

06

MAR2006 RECEIVED SC Dept. of Revenue Alcohol Beverage Licensing

M RGAB 2136746-000

TANT KELLEY E
213 C EAST BAY ST
CHARLESTON SC 29401

LICENSE NO. 32027474-PSB
FILE NO. 32027474-2
DATE ISSUED: 02-25-2004
STIPULATIONS:00

213 TOP OF THE BAY
213 C EAST BAY ST
CHARLESTON SC 29401

START DATE: 03-01-2004
END DATE: 02-28-2006
START TIME: 00:00
END TIME: 00:00

THIS LICENSE IS NOT TRANSFERABLE

OFFICE

You may not transfer this permit or license to another location or to another person. If you sell all or a portion of your business, before the buyer can legally sell beer, wine or liquor, he or she MUST obtain his/her own permit or license. You can be held financially responsible for any violations of the law that take place by any person using your permit and/or license. You may be held financially responsible for injuries due to the negligent sale of these beverages by someone using your permit or license.

POST THIS IN A CONSPICUOUS PLACE

EBCO - DOR - 024

D H E C
PROMOTE PROTECT PROSPER

Inspection Report
Bureau of Environmental Health
Food Protection

Type Inspection: ☑ Routine ☐ Complaint ☐ Follow up ☐ Other

Name of Establishment: TOP OF THE BAY
Program code/ Permit number: 2060/3744
Address: 213 E. LNY ST.
City/County/District: CNRS

Based on an inspection this day, the mark to the left of each item below identifies the violations in operations which must be corrected by the next routine inspection or such period of time as may be specified in writing by the health authority. Failure to comply with this notice may result in suspension of your permit (or downgrading of the establishment as applicable.) In= In compliance, Out= Out of compliance, N/O= Not observed, N/A= Not applicable, COS= Correction on the spot, R= Repeat
*Critical items requiring immediate action

Item			Critical Risk Factors	COS/R	PT
1	IN OUT N/O (N/A)		*Properly cooked- Potentially hazardous food		5
2	(IN) OUT N/O N/A		*Proper holding temperature- Potentially hazardous food		5
3	IN OUT N/O (N/A)		*Proper cooling & reheating- Potentially hazardous food		5
4	(IN)	OUT	*Personnel with infections restricted		5
5	(IN)	OUT	*Proper hygiene: hands clean, nails, properly washed, glove use, handsink access		5
6	(IN)	OUT	*Cross contamination prevented/ Food protected		5
7	(IN)	OUT	*Wash, Rinse, Sanitize: clean, concentration		5
8	(N)	OUT	*Food from an approved source & sound condition		5
			Critical Violations	**COS/R**	**PT**
9			*Water source safe, Hot & Cold under pressure, Back siphonage, Sewage		5
10			*Handling foods minimized		4
11			*Insects/Rodents/Animals restricted		4
12			*Toxic substances properly identified, stored, used		4
			Violations	**COS/R**	**PT**
13			Food protection: Storage, Preparation, Display, Thawing		2
14			Personal hygiene, Outer clothing clean		2
15			Food contact surfaces: clean, free of abrasives, detergents		2
16			Food contact surfaces: designed, constructed, maintained, installed, located		2
17			Handsink: good repair, clean, soap/paper towels		2
18			Warewash: constructed, maintained, installed, clean		2
19			Towel sanitization: proper concentration, clean, labeled		2
20			Thermometers: provided, used, accurate, proper test kits		2
21			Mobile unit: return to base station		2
22			Non-food-contact surfaces of equipment and utensils clean		1
23			Non-food-contact surfaces: designed, constructed, maintained, installed		1
24			Proper storage: utensils (stored/in use), equipment, single service, linens		1
25			Food Properly labeled		1
26			Floors and floor coverings: drained, constructed, good repair, clean		1
27			Walls, Ceilings, Attached equipment: constructed, good repair, clean		(1)
28			Personal items, Authorized persons, Separate living quarters		1
29			Adequate ventilation		1
30			Lighting provided as required, fixtures shielded		1
31			Plumbing installed, maintained		1
32			Toilet: selfclosing, repairs, supplied, waste receptacles		1
33			Garbage/refuse: containers clean, adequate, covered		1
34			Can wash/Mop sink; Waste water disposal		1
35			Cleaning equipment stored orderly, maintained		1
36			Premises maintained, unnecessary articles		1

Remarks: Corrected repeat violation ASAP and remaining items by next routine inspection

See DHEC 1724

SC Dept. of Revenue Retail Merchant's License JAN 2005

Inspection Results

Posted Grade: (A) B C

A

Score: 95

Follow up: ☐ Yes ☑ No

Follow up date: ____

Rating Scale:
88 - 100 Points = A
78 - 87 Points = B
70 - 77 Points = C
Less than 70 points = Permit Suspension

Owner/ Manager (signature): Kelley E. Z Date: 7/21/05

Health Authority: P.W. Williams #48 Phone: 202-7020

DHEC Exp 116 (10/2004) SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

EBCO - DOR - 025

RECORD 000472

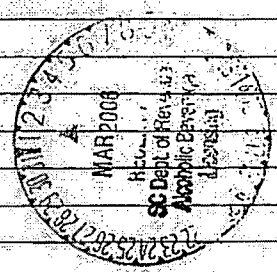
D H E C
PROMOTE PROTECT PROSPER

Inspection Report Supplement
Bureau of Environmental Health

Date	Name and Address of Establishment	Permit No.
7/21/05	TOP OF THE BAY	3744

The item number noted below refers to defects marked on the Inspection Report

Item No.	DEFECT OBSERVED AND CORRECTIVE ACTION NEEDED
17	PROVIDE PAPER TOWELS AT HAND SINK NEXT TO TRIPLE SINK.
REPEAT 16	REPAIR CRACKED AREAS INSIDE OF ICE MACHINE (NOT EASILY CLEANABLE)
27	REPAIR HOLES IN CEILING IN MEN'S REST ROOM



S.C.
DEPT. OF REVENUE
MAR 1 2006
RECEIVED

HOT WATER >140°
TEST PANEL OK

DHEC 1724 (01/2004) PLEASE CORRECT THE ABOVE DEFECTS DISTRICT OFFICE COPY

EBCO - DOR - 026

State of South Carolina
Department of Revenue
301 Gervais Street, P.O. Box 125, Columbia, South Carolina 29214

Date: March 20, 2006

Kelley E. Tant
213 E. Bay Street, Unit C
Charleston, SC 29401

RE: 3203-9274-9
Top of the Bay, Inc.
Dba: Club Light
213 E. Bay Street, Unit C
Charleston, SC 29401

Dear: Taxpayer:

The ABL Licensing Section is denying your application for an on premise beer/wine permit and liquor by the drink license. Section 61-2-160, South Carolina Code of Laws, states: "No license or permit under this title may be issued, renewed, or transferred unless the department determines that the applicant does not owe the state government delinquent taxes, penalties, or interest." Information submitted to this office indicates Kelley E. Tant (SSN 249-25-8422) has an outstanding liability with the South Carolina Department of Revenue.

Other documentation needed: Amend your lease to show the landlord and signatures of both landlord and tenant, Grade A (inspection report) from DHEC, articles of incorporation from Secretary of State, affidavit of publication, and FEI number.

You may protest this denial. Your protest must be in writing, must reach the Department within ninety (90) days of the date of this letter, and must include the following information:

(a) Your name, address and telephone number.
(b) A statement of facts supporting your position.
(c) A statement outlining the reasons for your appeal, including any law or other authority upon which you are relying, and the relief which you are seeking.

You must send your protest to:

Stella Locklair
South Carolina Department of Revenue

ABL Licensing Section
P. O. Box 125
Columbia, SC 29214

After receiving/reviewing your letter of protest, the Alcoholic Beverage Licensing Section will either continue to process your application or forward it to our Regulatory Litigation Section for further review and final determination.

If you do not respond to this letter as stated above, this denial will be final and you will have no rights to appeal.

Sincerely

Stella Locklair
Revenue Supervisor
ABL Licensing
LOCKLAS@sctax.org
803-898-5880
803-898-5899 fax

This application is being maintained by: Keith Bryant
803-898-5887

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

ASSESSMENT

Contact: LICENSE TAX OFFICE AUDIT
SID\Suffix: 2136746-000
Tax Type: ADMISSION TAX

Contact Number: (803)898-5743
FEI/SSN: 249258422

MAR 2006
SC Dept. of Revenue
Charleston Dist. Office

M RGRC 81100446
KELLY TANT
TANT KELLEY E
213 TOP OF THE BAY
213 E BAY ST
CHARLESTON SC 29401-2608

Receivable Number: 1-03144764-4

File Number:
Date of Notice: 03/20/06
Legal Tax Lien Date: 03/30/06
Period Ended: 10/05

DEPT. OF REVENUE
RECEIVED
#28

213 TOP OF THE BAY
PH. 843-722-1311
213 E BAY ST.
CHARLESTON, SC 29401-2608

...and amount described below. You must make ... Penalty

7463
97-160/532
43901

Pay to the Order of SCDOR

Date 3/28/06

Eighty nine 09/100 $ 89.09

Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBandT.com

For

Kelly E. T

Complete the ... check(s) and support document(s) to the address ... www.sctax.org. Click on the link to EPay. EPay will allow you to provide payment ... electronic funds withdrawal (EFW) from your bank account.

detach here

SC DEPT OF REVENUE
NOA
COLUMBIA SC 29214-0030

TANT KELLEY E

Receivable Number: ▶	10314476 44
File Number:	81100446-2
Legal Tax Lien Date:	03/30/06
SID/Suffix:	2136746-000
FEI/SSN:	249258422
Period Ended:	10/05
TOTAL AMT DUE: ▶	89.09

Tax Type: ADMISSION TAX

Date: _____

Amount Enclosed: ▶ _____

60131513 10314476 44 00000008909 0

EBCO - DOR - 029

COMMERCIAL LEASE AND DEPOSIT RECEIPT

Tenant:	Top of the Bay Inc	Term	5 years
Date Signed:	January 1	Initial Monthly Base Rental $	2000
Effective Date:	January 1	Renewal Date:	December 31, 08

RECEIVED FROM Kelley E Tant / Top of The Bay Inc hereinafter referred to as Tenant,

the sum of $ 4000 (Four Thousand) DOLLARS,
evidenced by _____ as a deposit which, shall be applied as follows.

	RECEIVED	PAYABLE PRIOR TO OCCUPANCY
Rent for the period from Jan 1 to Feb 28	$ 2000	$
1st Month's Rental	$	$
Security Deposit	$ 2000	$
Key Deposit	$	$
Cleaning charge	$	$
Other	$	$
TOTAL	$ 4000	$

STATE OF SOUTH CAROLINA, COUNTY OF Charleston

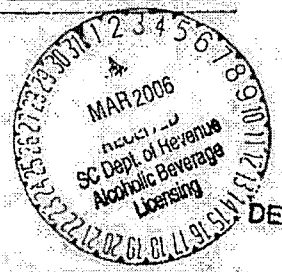
THIS AGREEMENT entered into this 1 day of January, 20 03
between Top of the Bay Inc hereinafter referred to as Tenant,
and _____, Landlord, or Agent for the Landlord,
hereinafter referred to as Landlord

WITNESSETH:

1. PREMISES That, Landlord, in consideration of rents, covenants and conditions mentioned herein, to be paid, kept, performed and observed by Tenant does hereby demise, lease and let unto Tenant, and Tenant does hereby hire and take from Landlord the premises known as:

213 C East Bay St
Charleston, SC

2. TERM. To have and to hold said leased premises for the term of 5 years
beginning 1 January 2003
and ending 31 December 2008



S.C. DEPT. OF REVENUE
MAR 2006
RECEIVED

3. RENT. Tenant shall pay to the Landlord, a Monthly Base Rental and Additional Rent as follows:

(A) MONTHLY BASE RENTAL. Tenant shall pay a Monthly Base Rental to Landlord for each calendar month during the term of this lease or any renewal thereof, in advance on or before the 1st day of each succeeding month. The amount of the Monthly Base Rental for the first year of this lease shall be Two Thousand and 00/100 Dollars ($ 2000.00).

The rental for the first month of the term of this lease shall be paid at the date of execution hereof. If such date be other than the first day of the calendar month, such first rental payment shall be prorated for the period between the effective date of this lease and the first day of the following month.

(1) MONTHLY BASE RENTAL ADJUSTMENTS. The Monthly Base Rental shall be subject to an annual accumulative adjustment upward on each anniversary date of this lease for the succeeding twelve months. Said annual adjustment shall be determined by increasing the Monthly Base Rental an amount equal to the sum of subparagraphs _____ below applied to the previous 12 months of this lease or any renewal thereof.

(a) STEP UP. The Monthly Base Rental shall be increased annually as follows:

4% of Base

(b) COST OF LIVING INCREASE. The Monthly Base Rental shall be increased annually by an amount equal to any percentage increase during the previous twelve (12) months in the Consumer Price Index for All Urban Consumers (82-84 = 100) as shown by the most recent published CPI preceding each anniversary date of this lease.

(c) INSURANCE. The Monthly Base Rental shall be increased annually by an amount equal to one twelfth of any increase during the previous twelve (12) months in the annual cost of fire and extended coverage insurance for the leased premises, whether by reason of increased coverage or by increase in rate. Landlord shall keep the premises adequately insured at a reasonable rate.

(d) UTILITIES. The Minimum Base Rental shall be increased annually by the amount of any increase during the previous twelve (12) month in the average monthly cost of utility and scavenger services paid or payable by Landlord, whether by reason of increase in rates or by increase in service or consumption. Said cost of services includes cost of all such services not paid by Tenants for such items as electricity, gas, water, sewer, garbage collection, etc.

EBCO - DOR - 030

(B) ADDITIONAL RENT. In addition to the Monthly Base Rental and its annual escalation adjustments, Tenant shall pay Additional Rent as indicated herein below in subparagraphs _____

(1) TAX INCREASE. Tenant shall pay annually a sum equal to any increase in real estate taxes (ad valorem, special assessments, or any other government charges) over the assessed for 19_____ on a pro rata basis. Presentation of copies of tax bills shall constitute sufficient evidence of additional rent due and shall be payable within fifteen (15) days after receipt thereof. Tenant shall be charged additional rent only for that portion of the calendar year during which this lease was in effect.

(2) PERCENTAGE OF GROSS SALES. Tenant shall pay annually a sum equal to _____ percent, [_____%] of gross sales, as herein defined, in excess of _____ Dollars, ($_____), in any lease year. Gross sales as used herein shall be the amount of the gross sales as indicated on the Tenant's South Carolina State Tax Report (Form ST-3). Tenant shall deliver to Landlord a certified copy of each monthly report within ten (10) days after report is due to the South Carolina Tax Commission. Lease year as used herein shall be the period of one year's duration commencing on the effective day of the lease and each successive period of one full year commencing on the anniversary of said effective date. Tenant shall deliver to Landlord within _____ days following the end of each lease year written statement signed and certified by Tenant to be a true and correct statement of the amount of gross sales during the preceding lease year. Tenant shall at the same time pay the amount of Additional Rentals (if any) as a percentage of the excess over the amount herein stated.

(3) COMMON AREA MAINTENANCE. Tenant shall pay on the first day of each month, in advance, a fee equal to the Tenant's pro-rata share of the cost of maintaining common areas. Tenant's common area maintenance fee for the remaining portion of the calendar year, in which this lease becomes effective, shall be Dollars ($_____) per month. Said fee shall be adjusted at the end of each calendar year to reflect any increase in cost during said year. Common areas include all areas used in common with the other Tenants of the property of which the leased premises is a part, for the convenience or welfare of all Tenants' customers collectively. Common area maintenance shall include (if applicable) the cleaning, sealing and repairing of parking areas (surfaces) not included) and the mowing, cleaning and repairing of all common areas including but not limited to the following:

(C) PRORATION OF CHARGES. If the leased premises described herein are less than the entire property, the increase in Monthly Base Rental adjustments, Additional Rent and all other charges required by this lease shall be determined by proration on the same ratio that the rentable floor area of the leased premises bears to the rentable floor areas of the entire property. It is agreed that the leased premises contains _____ square feet of rentable area of the entire property of _____ square feet, resulting in a proration ratio factor of _____ percent [_____%].

(D) ADDITIONAL CHARGES. Any charges due Landlord by Tenant, including but not limited to, damage to premises, legal fees, cost of default remedies, and past due charges for utilities, insurance, cleaning, maintenance and repairs, etc. or for work done on the premises by order of Tenant, shall be considered as Additional Rent due (in addition to all other rent payable), and shall be included in any lien for rent. In the event any documentary stamp tax, or tax levied on rental or leasing of the premises is required the cost shall be paid by tenant upon demand. The cost of a credit report on the Tenant, which may be requested at the landlord's option shall be paid by the Tenant.

4. SECURITY DEPOSIT. Any security deposit required by Landlord and paid by Tenant shall be retained as security (interest free) for the faithful performance by Tenant of all terms, covenants and conditions herein. Landlord may at any time apply said deposit or any part thereof against any default by Tenant of any of the terms, covenants and conditions of this lease. In such event, Tenant shall upon demand deposit with Landlord the amount so applied that Landlord shall have the full amount of the deposit on hand at all times during the term of this lease. Upon the expiration of this lease the Tenant shall surrender possession of the leased premises as required in paragraph 25 herein. Landlord if given permission to deduct from said security deposit the cost of any unusual cleaning or repairs to the property upon vacating of Tenant. Said security deposit is not a part of the rental and subsequently cannot be deducted from the rent of the last month of the tenancy. Security deposit or any remaining portion will be returned within 15 days after the termination of the tenancy or completion of the repairs necessitated by Tenant's misuse of the premises. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within three days after receiving written notice from the Landlord or Agent.

5. TENANT'S UTILITIES. Tenant shall pay all charges or bills for all utility and scavenger service used by the Tenant. "EXCEPT"

Tenant responsible for all of utilities

6. USE OF PREMISES. Tenant agrees to use in the leased premises for

and for no other purposes. Pets, animals, or birds may not be kept on the premises without the Landlord's permission. These premises may not be used for sleeping quarters or apartments, for games of chance or any form of gambling, immoral conduct or any other illegal activity.

7. EXAMINATION OF PREMISES. Tenant has examined the leased premises and is familiar with their present condition. Tenant relying solely on said examination, agrees to accept premises in their present condition except for the specific items listed herein or itemized on attached checklist.

8. DELAY OF POSSESSION. If Landlord is unable to deliver possession of leased premises on the effective date of this lease, by reason of the holding over of a prior Tenant or for any other reason, this lease shall not be affected or impaired in any way and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom. The effective date of this lease however, shall not begin until the delivery of possession. If Landlord, however, is unable to deliver possession of the premises to Tenant by _____, 20___, Tenant shall have the right to cancel this lease upon written notice delivered to Landlord and upon such cancellation Landlord and Tenant shall each be released and discharged from all liability under this lease. In such case any deposit or prepaid rent shall be promptly returned to Tenant.

9. TENANT'S PARKING. Parking of vehicles owned or operated by Tenant or Tenant's employees is hereby limited, restricted or prohibited, as follows:

10. LIABILITY INSURANCE. Tenant shall not carry any stock of goods or do anything in or about the leased premises which will in any way tend to increase or invalidate any insurance coverage of the leased premises. Tenant agrees to pay upon demand as additional rent any increase in premiums of insurance carried by the Landlord on the leased premises resulting from the Tenant's use or occupancy. Tenant shall keep in full force and effect, at Tenant's expense, insurance for plate glass, personal property, trade fixtures, and property damages, as well as public liability policy in which both Tenant and Landlord shall be named as the insured with the following minimum coverage:

11. MAINTENANCE AND REPAIRS. Landlord shall repair and maintain the foundation, roof, outer walls and structural members of the leased premises. Tenant shall, at Tenant's sole expense make all other repairs necessary to maintain the leased premises, both interior and exterior, ordinary and extraordinary including window glass, plate glass, storefronts, doors, windows, screens, awnings, locks & keys, weather stripping and thresholds, as well as all interior walls, floors, ceilings, and floor coverings. Tenant's responsibility to maintain the premises shall also include the servicing, repair, maintenance, and if caused by Tenant's neglect, replacement of the plumbing, electrical, ventilating, heating and air conditioning systems including all pipes, wiring, fixtures, filters, equipment, machinery, boilers, furnaces, compressors and appliances. Tenant shall also repair and be responsible for any damage caused by stoppage, breakage, leakage, overflow, discharge or freezing of plumbing pipes, soil lines or fixtures, if any part of the leased premises is damaged by the Tenant, or Tenant's employees, agents or invitees or by any breaking and entering of said premises or by any attempt to break and enter leased premises. Tenant shall promptly report to Landlord with immediate written notification of all damages to the property. After notification and approval of the Landlord, repairs shall be made promptly at Tenant's expense so as to restore said premises to its previous condition. If Tenant refuses or neglects to commence necessary repairs promptly upon written demand, or does not complete such repairs within a reasonable time thereafter, Landlord may make said repairs without liability to Tenant for any loss or damage that may accrue to Tenant's stock, business or fixtures by reason thereof, and if Landlord makes such repairs, Tenant shall pay to Landlord, on demand, as Additional Rent, the cost thereof. Tenant's failure to pay shall constitute a default of this lease. Repairs that are the Landlord's responsibility shall be made within a reasonable time after written notice from the Tenant. Tenant's failure to give or unreasonable delay in giving notice of needed repairs or defects shall make Tenant liable for any loss or damage resulting from delay of needed repairs.

11. REGULATIONS AND SANITATION. Tenant shall keep the leased premises clean, safe, sanitary and in compliance with all laws, ordinances and requirements of any legally constituted public authority. Tenant shall keep broom clean all areas in and around lease premises that are not included in Common Area Maintenance, such as front sidewalks and area behind building. Cleaning includes removing of any trash or refuse deposited on the leased premises or adjacent public area by Tenant, Tenant's customers or anyone else. In the event of non-compliance by Tenant, Landlord shall have the right to have said areas cleaned, trash and refuse removed and charge the expense to Tenant as Additional Rent which shall be due and payable upon demand. Nonpayment of which shall constitute default of the lease. Tenant shall employ at Landlord determines it is necessary, a reputable pest extermination company at regular intervals.

12. ALTERATIONS. Tenant shall make no additions, improvements, or rewiring in or to the leased premises without the consent of Landlord. All additions or improvements to the building including carpeting, tile, other floor covering, wall covering, ceiling tile, etc., made with or without Landlord's written consent shall become part of the premises, and the property of Landlord upon installation. Trade fixtures and office furniture shall be installed so as to be readily removable without injury to the premises and any injury caused by sole removal shall be repaired forthwith at Tenant's expense. Said trade fixtures shall be removed from the premises before the end of the lease or shall become a part of the premises and the property of Landlord. Tenant shall not install or maintain any equipment, partitions, furniture, etc., which the weight or operation thereof would tend to injure or be detrimental to the leased premises or would unreasonably annoy or disturb other tenants.

13. ASSIGNMENT OR SUBLEASE. Tenant shall not, without written consent of Landlord, in each case, assign, transfer, mortgage, pledge or otherwise encumber or dispose of this lease, or sublet the leased premises or any part thereof or permit the premises to be occupied by other persons. Such consent shall not be unreasonably withheld. If this lease be assigned, or if the leased premises or any part thereof be sublet or occupied by any other person, firm, office or corporation with or without written permission of Landlord, it will not relieve Tenant of any obligations under the terms of this lease, and if sublet assigned or occupied without the Landlord's permission, this lease may, at the option of the Landlord, be terminated by a seven day written notice. In the event Tenant shall sublease the leased premises in accordance herewith for rentals in excess of those rentals payable hereunder, Tenant shall pay to Landlord monthly in advance as Additional Rent hereunder, one half of all such excess rent. Any proposed assignee that proposes to assume Tenant's obligations hereunder shall execute a satisfactory assumption agreement before consent shall be given.

14. SIGNS OR AWNINGS. Tenant shall place no signs, notices, pictures, or advertising matter upon the exterior of the leased premises except with the written consent of the Landlord. Any and all signs placed on the leased premises by Tenant shall be maintained in compliance with rules and regulations governing such signs. The Tenant shall be responsible to Landlord for any damages by installation, use, maintenance or removal of said signs. Any electrical service needed for signs shall be installed at the Tenant's expense.

15. WAIVER OF RIGHTS. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon Tenant's strict compliance with Tenant's obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms of this lease at a future time. The rights and remedies created by this lease are cumulative and the use of one remedy shall not be taken to exclude the right to the use of another.

16. RULES AND REGULATIONS. Landlord reserves the right at any time to make further rules and regulations as in Landlords' judgment may be necessary for the safety, care, appearance, and cleanliness of the premises and the preservation in good order therein, and such other rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been contained herein at the time of execution hereof.

17. RIGHT OF ENTRY. Landlord without being liable for trespass or damages, shall have the right to enter leased premises during reasonable hours to examine same or to make repairs, additions, or alterations as Landlord may deem necessary for the safety, comfort, appearance, or preservation thereof, or to exhibit said premises. Entry shall also be allowed to post "FOR RENT" notice, during the thirty days before the expiration of this lease. Said right of entry shall likewise exist for the purpose of removing placards, signs fixtures, alterations or additions which do not conform to this agreement. In accordance with this right, Tenant shall give Landlord a key to any and all locks, security systems and burglar alarms. Tenant shall not change or install new locks or security systems without the written consent of Landlord.

18. LIENS. Tenant shall not create any liens for labor or material against Landlord's interest in the leased premises. All persons contracting with the Tenant for the erection, installation, alteration, repair or demolition of any building or other improvements on the leased premises, and all material suppliers, contractors, mechanics, and laborers are hereby charged with notice that they must look to the Tenant and to the Tenant's interest only in the leased premises to secure the payment of any bill for work done or material furnished during the rental period created by this lease. In the event that liens are placed on record against the leased premises by contractors, mechanics, laborers, material suppliers, etc. because of action by Tenant it will constitute a default of this lease.

19. DAMAGE OR DESTRUCTION OF PREMISES. If premises are totally destroyed by fire or other casualty, this lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If premises are damaged but not wholly destroyed by fire or other casualty, rental shall abate in such proportion as use of premises has been lost to the Tenant. Landlord shall restore premises to substantially the same condition as prior to damage as speedily as practicable, whereupon full rental shall commence.

20. DAMAGE TO PERSONAL PROPERTY. All personal property, merchandise, fixtures and equipment placed or moved into the leased premises shall be at the risk of Tenant or the owners thereof, and Landlord shall not be liable for any damage to, loss of theft of said personal property, merchandise, fixtures, or equipment, from any cause whatsoever.

21. CONDEMNATION. If the whole of the leased premises, or such portion thereof as will make said premises unusable for the purpose herein leased, be condemned by any legally constituted authority, this lease shall terminate on the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover from the public authority compensation for damage caused by condemnation. Neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority. In the event only such portion of the leased premises is acquired by condemnation as will leave the remaining premises, after alteration and repair, in condition suitable for use by Tenant, the monthly rental payments from the day of such acquisition to the end of the original or any extended term of this lease shall be reduced in proportion to the resulting loss of use of leased premises by Tenant. In the event of such partial acquisition and reduction in rent, Landlord shall make promptly at Landlord's expense, all necessary alterations and repairs which shall be required to restore the premises to a safe and usable condition.

22. INDEMNITY AND LIABILITY. Tenant shall indemnify and save Landlord harmless from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from the management of the business conducted by Tenant on the leased premises. Landlord shall not be liable and Tenant waives all claim for damage to person's property sustained by Tenant, its employees or agents, resulting from the condition of the leased premises, or any equipment or such as may result from any accident in or about the leased premises or which may result directly or indirectly from any act or neglect of any other Tenant of the property of which this leased premises is a part.

23. REVERSION. Tenant shall surrender to the Landlord, at the end of the term of this lease or upon cancellation of the lease said leased premises broom clean and in as good condition as the leased premises were at the beginning of the term of this lease, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted, or Tenant will pay to Landlord all damages that Landlord may suffer because of Tenant's failure to do so. Tenant will indemnify and save Landlord harmless from and against all claims made by any succeeding Tenant of said premises against Landlord because of delay in delivering possession of leased premises, so far as such delay is occasioned by failure of Tenant to so surrender leased premises. Security deposit may be withheld as payment or partial payment of repairs or unusual cleaning needed after Tenant vacates.

24. EFFECTIVE DATE OF LEASE. This lease shall become effective as a binding agreement only upon the execution and delivery thereof by both Landlord and Tenant. If this lease is signed by one party and submitted to the other party, then it shall constitute an offer to lease which is subject to revocation at any time prior to execution by the other party and delivery of a fully executed copy to the originating party.

25. NOTICES. Tenant hereby appoints as Tenant's agent to receive service of all notices provided under this lease, as well as all dispossessory warrant notices, the person in charge of leased premises or occupying said premises, at the time such notice is delivered. If no person is in charge of, or occupying said premises, the service of such notices may be made by attaching the same in a conspicuous place to said premises. A copy of all notices under this lease shall also be sent to Tenant's last known address, if different from said premises.

26. BANKRUPTCY. If Tenant shall be adjudicated bankrupt or as insolvent or take the benefit of any Federal reorganization or make a general assignment for the benefit of any insolvent law, or if a Trustee in bankruptcy or a receiver be appointed or elected for Tenant under Federal or State law, this lease at the option of the Landlord shall expire and end seven (7) days after Landlord gives Tenant written notice, UNLESS the Tenant's trustee immediately cures any default of Tenant hereunder and provides in compliance with Federal and State laws adequate assurance of future performance of Tenant's obligation hereunder.

27. BEYOND LANDLORD'S CONTROL. None of the acts, promises, covenants, or obligations of the party of the first part to be kept, performed or not performed as the case may be, nor the obligation of the Tenant to pay rent, Additional Rent or any other charges or payment, shall be in anywise waived, excused or affected by reason of the Landlord being unable at any time during the term of this lease to supply, or to delay in supplying heat, light, elevator service or any other service expressed or implied on the party of the Landlord to be supplied, or by reason of the Landlord being unable to make any alterations.

MAR 2006 RECEIVED SC Dept. of Revenue Alcoholic Beverage Licensing

S.C. DEPT. OF REVENUE MAR 1 2006 RECEIVED

repairs, or decorations, or to supply any equipment or fixtures, or any other premises including all security locks and systems. Tenant shall not change or install new locks or security systems without written approval from Landlord.

29. KEYS. Landlord shall provide Tenant with one key per lock, and the Tenant is responsible for accounting for all keys provided or duplicated and shall return all keys of leased premises to the Landlord upon termination or cancellation of this lease and/or Tenant's vacating said premises. Landlord shall have the right, if in the Landlord's sole judgment it is necessary to require the Tenant at Tenant's expense to replace locks, and to supply Landlord with one key to the new locks. The Landlord shall retain a master key or pass key to the premises, including all security locks and systems. Tenant shall not change or install new locks or security systems without written approval from Landlord.

30. ESTOPPEL CERTIFICATES. Tenant shall from time to time, within ten days following written notice from Landlord, execute, acknowledge and deliver to the Landlord a written statement certifying that this lease is in full force and effect. The statement should also state whether or not the Landlord is in default in performance of any covenant or condition of this lease. The failure of the Tenant to execute, acknowledge and deliver to the Landlord a statement in accordance with this covenant shall constitute an acknowledgment by the Tenant that this lease is unmodified and in full force and effect, and shall constitute a waiver of any defaults by the Landlord which may have existed prior to the issue of such notice.

31. PEACFUL POSSESSION. Subject to the terms, covenants and conditions of this lease, the Tenant shall have, hold and enjoy possession of the leased premises, subject to the rights of the holders of any mortgage which now covers said premises or which may hereafter be placed on leased property in a part. Tenant shall execute any necessary lease subordination agreement at the Landlord's request.

32. DEFAULT. If Tenant fails to pay rent, including Additional Rent on or before the due dates as herein stated (TIME IS OF THE ESSENCE) this lease shall be in default. If Tenant fails to cure such default within five (5) days after written notice from Landlord; or if Tenant shall be in default within thirty (30) days after the receipt of written notice of default from Landlord; or if leased premises shall be abandoned or deserted for fifteen (15) days; or if this lease is assigned to any other person, firm, office or corporation, without the permission of Landlord as required in paragraph 17 hereof, this lease at the Landlord's option shall expire and terminate seven (7) days after Landlord delivers written notice to Tenant of such condition of default and Tenant shall immediately quit and surrender said premises to Landlord. In the event of any such default or breach or performance, the Landlord without any further notice or demand of any kind to the Tenant, may terminate this lease and re-enter and forthwith repossess the entire premises and without being liable for trespass or damage shall relet, lease or demise the premises to another Tenant without any hindrance or prejudice to Landlord's right to distrain for any past due rent, Additional Rent, and rent from the time of such default or termination until the premises were leased or rented to another Tenant. The collection by Landlord of rent for the unexpired term shall entitle Tenant to all Tenant's rights of this lease during the period for which the rent may have been collected.

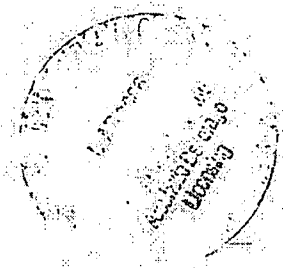
33. ASSIGNMENT OF CHATTELS. Tenant hereby pledges and assigns to Landlord all the furniture, fixtures, goods, equipment and chattels of Tenant which shall or may be brought or put on said premises as security for the payment of said rent and Tenant agrees that said lien may be enforced by distraint or foreclosure, at the election of Landlord. It is understood and agreed that any merchandise, fixtures, furniture, or equipment left in the premises when Tenant vacated shall be deemed to have been abandoned by Tenant and by such abandonment, Tenant relinquishes any right or interest therein and Landlord is authorized to sell, dispose of or destroy same.

34. ATTORNEY'S FEE. In the event Landlord successfully defends any action by the Tenant, or if it is necessary for Landlord to employ an attorney for the collection of rent or any other sum due hereunder, or to enforce any covenant of this lease, or the termination of this lease, or for the possession of the leased premises or any part thereof, the Tenant shall pay all costs, including reasonable attorney's fees.

35. AGENT. Tenant acknowledges that the aforementioned [redacted] is the managing agent for the owner(s) of the leased premises. Tenant shall pay all rent payable under this lease to said agent. The right to collect said rentals shall be governed by the written agreement between Landlord and agent for the management of the leased premises and shall terminate with the expiration of said management agreement or any renewal thereof.

36. DEFINITIONS. "Landlord" as used in this lease shall include the owner or owners of the property and/or the aforementioned managing agent as well as the Landlord's heirs, representatives, assigns and successors in title to premises. "Tenant" shall include Tenant, Tenant's heirs and representatives, and if this lease shall be assigned or sublet, shall include also Tenant's assignees or subtenants as to premises covered by such assignment or sublease. "Agent" shall include agent, agent's successors, assigns, heirs and representatives. "Landlord," "Tenant," and "Agent," including male and female, singular and plural corporation, partnership or individual, as may fit the particular parties.

37. SPECIAL STIPULATIONS. Insofar as the following stipulations conflict with any of the provisions herein, the following stipulations shall control.



19. ENTIRE AGREEMENT. This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the leased premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

[redacted]

IN WITNESS WHEREOF, Landlord and Tenant have executed these premises, the day and year first above written.

Witness as to Tenant — Tenant

Witness as to Tenant — Tenant

Witness as to Landlord (or Agent) — Landlord (or Agent)

Witness as to Landlord (or Agent) — Landlord (or Agent)

THIS IS A LEGALLY BINDING CONTRACT. TENANT IS ADVISED TO SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. TENANT ACKNOWLEDGES THE RECEIPT OF A COPY OF A COPY OF THIS AGREEMENT.

The printed matter in this form approved by the CHARLESTON TRIDENT ASSOCIATION OF REALTORS®

Form 301 / Revised 10/91
301 PENDING

COPY

Triple Net Lease

Tenant responsible for 50% of all taxes insurance and building improvements ie - roof repair, painting

S.C.
DEPT. OF REVENUE
MAR 1 2006
NOT
RECEIVED

South Carolina Department of Revenue
Alcoholic Beverage Licensing Section
SLED Application Transmittal

Owner Information

SIDSFX	
Mail Attn	
Owner Name	TOP OF THE BAY INC
Mail Address	~~215~~ 213 E BAY ST # C
Mail CSZ	CHARLESTON SC 29401-2633
Owner Type	C
Sex	
SSN	
Race	
FEI	
DOB	
Sales License	
Building On Site Yor N	
Former Licensed Yor N	
Former Business Name	
Former Licensee Name	

Business Information

File Number	32039274
Loc Attn	
Business Name	CLUB LIGHT
Loc Address	~~215~~ 213 E BAY ST # C
Loc CSZ	CHARLESTON SC 29401-2633
Loc County	10 Charleston
Loc City Code	2130 City Limits ☑
Loc Phone	(843) 722-1311
Loc SIC	7224 DRINKING PLACES,TAVERN

Contact Information:

Name	TANT, KELLY E
Phone AM	(843) 442-8532
Phone PM	

Landlord Information:

SLED Dates:

Printed	Reprinted	Sent to SLED	Returned
03/09/2006		03/09/2006	

Permanent Licenses:

License	Type	Status	Entered	Type Description
32039274	TBW	OPEN	02/27/2006	120 DAY ON PREMISES BEER/WINE
32039274	TLB	OPEN	02/27/2006	120 DAY LIQUOR BY THE DRINK

PBW
PLB

EBCO - DOR - 035

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
ABL LIQUOR PROCESSING COVER SHEET

ABL-46
(Rev 1/19/06)
4312

CASHIER INFORMATION

FILE NUMBER: 3203-9274-9

TYPE LICENSE			PER END	FEE	DLN
BUSINESS LIQUOR BY THE DRINK	(PLB)	14-3951 0012	02/08	105.00	
SLED		34-3973-9100	02/08	100.00	
TEMP 120 DAY	(TLB)	14-3951 1012	06/06	25.00	
NONPROFIT PRI CLUB LIQUOR BY THE DRINK	(PLC)	14-3951 0013			
SLED		34-3973-9100			

213 TOP OF THE BAY
PH. 843-722-1311
213 E. BAY ST.
CHARLESTON, SC 29401-2608

7434
67-160/532
43901

Date 2/27/06

Pay to the Order of SCDOR $ 605.00

Six hundred five 00/100 Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT. BBandT.com

For

Kelley E. T

TEMP 120 DAY	(TML)	14-3951 1011			
ALCOHOLIC LIQUEURS CL	(PAL)	14-3951 0005			
		34-3973-9100			

DATE 3-8-06

TOTAL 230.00 Amt paid

605
-500 fees filing
105
-50 Comp
55
=.5 cent fee
50.00
50.00 Sales

EBCO - DOR - 036

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

ABL LIQUOR PROCESSING COVER SHEET

ABL-46
(Rev. 1/19/06)
4312

CASHIER INFORMATION

FILE NUMBER: 3303-9874-9

TYPE LICENSE		PER END	FEE	DLN
BUSINESS LIQUOR BY THE DRINK	(PLB) 14-3951 0012	03/08	1500	
SLED	34-3973-9100	03/08	300	
TEMP 120 DAY	(TLB) 14-3951 1012			

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

ABL BEER AND WINE PROCESSING COVER SHEET

ABL-45
(Rev. 7/3/03)
4252

CASHIER INFORMATION

FILE NUMBER: 3303-9874-9

TYPE LICENSE		PER END	FEE	DLN
OFF-PREMISES BEER & WINE	(PBG) 14-3961 0001			
SLED	34-3973-9000			
TEMP 120 DAY	(TBG) 14-3961 1001			
ON-PREMISE BEER & WINE	(PBW) 14-3961 0002	03/08	400	
SLED	34-3973-9000	03/08	300	
TEMP 120 DAY	(TBW) 14-3961 1002			
	34-3973-9003			

213 TOP OF THE BAY
PH. 843-722-1311
213 E. BAY ST.
CHARLESTON, SC 29401-2608

7481
67-160/532
4391

Date 4-13-06

Pay to the Order of SC Off $ 2300 00

Two Three Hundred & no/100 Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY

For Liquor Lic

7 DAY B / W (OFF-PREM)				
SLED	34-3973-9000			
TEMP 120 DAY	(T7B) 14-3961 1006			
SUNDAY/SAB. B&W	(PRB) 14-3961 0007			
SLED	34-3973-9000			
TEMP 120 DAY	(TRB) 14-3961 1007			

EBCO - DOR - 037

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

ABL BEER AND WINE PROCESSING COVER SHEET

ABL-45
(Rev. 7/3/03)
4252

CASHIER INFORMATION

FILE NUMBER: 3203-9274-9

TYPE LICENSE			PER END	FEE	DLN
OFF-PREMISES BEER & WINE	(PBG)	14-3961 0001			
SLED		34-3973-9000			
TEMP 120 DAY	(TBG)	14-3961 1001			
ON-PREMISE BEER & WINE	(PBW)	14-3961 0002	02/08	200 00	
SLED		34-3973-9000	02/08	100 00	
TEMP 120 DAY	(TBW)	14-3961 1002	06/06	25 00	
BREWPUB	(PBB)	14-3961 0003			
SLED		34-3973-9000			
TEMP 120 DAY	(TBB)	14-3961 1003			
WHOLESALE BEER & WINE	(PWB)	14-3961 0004			
SLED		34-3973-9000			
TEMP 120 DAY	(TWB)	14-3961 1004			
BREWERY/WINERY	(PWY)	14-3961 0005			
SLED		34-3973-9000			
TEMP 120 DAY	(TWY)	14-3961 1005			
7 DAY B / W (OFF-PREM)	(P7B)	14-3961 0006			
SLED		34-3973-9000			
TEMP 120 DAY	(T7B)	14-3961 1006			
SUNDAY/SAB. B&W	(PRB)	14-3961 0007			
SLED		34-3973-9000			
TEMP 120 DAY	(TRB)	14-3961 1007			

DATE 3-8-06

TOTAL 325 00 Amt paid

EBCO - DOR - 038

Renewal Delay

Revised 08/2005

FILE # 3203- 92749

PBW/PLB

Type of Ownership:
( ) Sole
(X) Corporation
( ) Partnership
( ) LLP/LLC

TO SLED: 3-9-06

(X) Filing Fee
(X) License Fee
(X) Ad Notice Exp
(X) Ad/Aff Exp Date 3-17-06
( ) Landlord's Name

( ) Bill of Sale/Lease
( ) FEI # (if appl.)
(X) Retail Sales #

( ) LLC Agreement
(X) Charter
( ) Revenue Ruling 7-401
( ) By-Laws
( ) Part. Agreement
(X) Grade A
(X) Verif Sec of State
(X) Sign Date Expiration 3-28-06
( ) Criminal Investigation
(X) Criminal History
(X) Received Sign 3-24-06

( ) Final Inspection

Filed Returns
( ) Sole
(X) Officers
Liabilities
( ) Sole
(X) Officers
( ) FEI

Temps:
(X) Temp Fee TBW & TLB EXP. 10-26-06
( ) Outstanding Lic

( ) LLC Operating Agreemt
( ) Bill of Sale
( ) Lease
( ) Sales
( ) PSB Grade A
( ) Criminal History
( ) Principle(s) Liab/Returns
( ) PSC Rev Ruling 7-401
( ) PSC Bylaws
( ) Closed o/lic
( ) Previous lic/loc printout
( ) Attorney Name:

Mailing Address:

City, State, and Zip

DATE	FILE STATUS	SIGNATURE
	Received application (X) ad receipt (X) RGOE (X) contact person (X) conv crime/revoke (X) Sec/State ( ) Articles of Inc. ( ) ~~LLC Operating Agreement~~ (X) criminal histories ( ) other licenses ~~sales/ abl/ admissions/ motor fuel/ motor carrier/ coin operated devices~~ ( ) o lic/temp 3202-7474-2 ( ) ~~fwd to ~~ ( ) temps issued ___ (X) prior lic closed ( ) ~~previous licensed location print out~~ (X) sent to SLED 3-9-06	S. Ellisor
3-16-06	RECEIVED FILE.	
3-30-06	(X) Outstanding Liability - 249-25-8428. (X) Lease is not Signed. (X) Grade A (X) Charter (X) Affidavit (X) FEI LETTER.	
3-31-06	SLED REPORT.	
3-24-06	APPLICANT CLEARED L39832774 - - APPLICANT WILL FORWARDED REQUESTED DOCUMENTS TO ME.	
3-31-06	RECEIVED SIGNED LEASE, GRADE A DATED 7-21-05, COPY OF SETTLEMENT FOR OUTSTANDING LIABILITY, AD/AFFIDAVIT, AND ARTICLES OF INCORPORATION.	
4-3-06	ADVISED TP TO SEND A CURRENT GRADE A, FEI #, AND LICENSE FEE $ 2300	
4-4-06	RECEIVED NOTICE OF SIGN.	
4-17-06	CHECK # 7481 / $ 2300 & GRADE A RECEIVED VIA MAIL	
4-21-06	GRADE A DATED 4-13-06, FEI # 010675390, & LIC FEE $ 2300 / CK # 7481, ISSUED PBW/PLB.	

EBCO - DOR - 039

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

ABL RENEWAL FORM

ABL-565
(Rev. 6/26/07)
4278

Renew and pay online. Go to www.scbos.com

Mail to: SCDOR, ABL Section, Columbia, SC 29214-0907

Renewal Due Date: 01-29-2008 ****Renewal Fee** $1,705

License Type 32039274-PLB

1001 B

1. Mailing Name and Address
Any change of address should be noted to the right of the old address.

M TXAB 2142779-000

TOP OF THE BAY INC
213 E BAY ST APT C
CHARLESTON SC 29401-2648

JAN 2008 RECEIVED Dept of Revenue Alcoholic Beverage

For Office Use Only

File Number 32039274-9

License Period Ending 02-28-2010

DLN

DLN 82073962

1439510012 $1505

3439739100 $200 82073963

2. A. Owner/Corporate Name TOP OF THE BAY INC Federal ID#
(If Liquor Rep. Producer, put who you represent)

B. Licensee Social Security #
(If Sole Proprietor) Retail License #

3. Trade Name (If Applicable) CLUB LIGHT

4. Business Address 213 E BAY ST APT C

CHARLESTON SC 29401-2648 Ownership Type C

County CHARLESTON

5. If there is a change in your address, check why: ( ) U.S. Postal Service changed address ( ) Moved location of business ( ) Other - Explain:

6. **YOU MUST COMPLETE THE CONSENT AND WAIVER SECTION ON THE BACK OF THIS FORM. Sole proprietors are not required to complete this section.**

7. Have you, any partner, any principal, or any employee with day-to-day management responsibilities ever been convicted of a crime? ☐ Yes ☑ No If "yes", give details:

8. Review and sign this application. Return it with the appropriate renewal fee. If this application with the appropriate fee is not received by the S.C. Department of Revenue prior to the expiration date shown above, you must pay a filing fee along with the license fee. If your renewal is late, you may be required to file an application for a new license, publish a newspaper notice of your application, and wait on a SLED investigation. **You must cease all sales of beer, wine, or liquor upon the expiration of your license, and may not resume sales until you receive your new license. Therefore, file your renewal application promptly.**
*Note: For faster processing renew online. (See information sheet attached for instructions for online renewing www.SCBOS.com).

By signing this application, I certify that all the information listed above is correct.

(Signature of applicant) 1-17-08 Date 442-855[illegible] Telephone number from 8am to 5 pm

**61-6-120B: An applicant for license renewal or for a new license at an existing location shall pay a five dollar certification fee to determine if the exemptions provided for in subsection (A) apply. Subsection A refers to the distance requirements for retail liquor stores, business minibottle and nonprofit private club minibottle licenses.

2 Doc Ck 2305.00

42781013 R.D. TXPRG159 575

EBCO - DOR - 040

TOP OF THE BAY INC
Name of Corporation, Partnership, LLC, etc.

FEI

File Number: 32039274-9

CONSENT AND WAIVER

S.C. Code Section 61-2-160 prohibits the issuance of any permits or license under Title 61 if the applicant or any principal owes delinquent taxes, penalties, or interest to the S.C. Department of Revenue. The signature below authorizes the S.C. Department of Revenue to release to the applicant, or to the applicant's agent, attorney, information concerning delinquent taxes, penalties, or interest that is causing the denial of this application.

1 - 12 is a list of principals. Each principal must complete and sign a box below. If a required person does not sign, this application will be denied.

Principals:

1. The owner (if sole proprietorship);
2. All officers of the business or entity which owns the business;
3. All partners (limited partners that cannot exercise management control need not sign);
4. All persons who own twenty-five percent (25%) or more of the value of the business entity;
5. All persons who own twenty-five percent (25%) or more of the combined voting power of the business or entity;
6. Managers of a limited liability company which is managed by managers;
7. Members of a limited liability company which is not managed by managers;
8. Any fiduciary who manages, controls title, or is otherwise in control of the business;
9. All employees who will have day-to-day operational management responsibility for the business or entity; and,
10. If a publicly traded corporation, the designated license holder (designated agent) (must be over 21 and a resident of S.C.);
11. If not a publicly traded corporation, list all stockholders.
12. If a nonprofit organization, list all officers and directors of the organization.

Name: Kelley E Tant Principal/Type: (use above number) 1

Home Address: Street

City State SC Zip

Social Security No: Sex: F Race: W Date of Birth:

Yr/Date of SC Residency: Signature Kelley E Tant

Have you had revoked or suspended, in this or any other state, any license to sell beer, wine, or alcoholic liqueurs?
☐ Yes ☒ No If yes, give details in Schedule A.

Have you been convicted of a crime in South Carolina or any other state? ☐ Yes ☒ No If yes, give details in Schedule A

Name: Principal/Type: (use above number)

Home Address: Street

City State Zip

Social Security No: Sex: Race: Date of Birth:

Yr/Date of SC Residency: Signature

Have you had revoked or suspended, in this or any other state, any license to sell beer, wine, or alcoholic liqueurs?
☐ Yes ☐ No If yes, give details in Schedule A.

Have you been convicted of a crime in South Carolina or any other state? ☐ Yes ☐ No If yes, give details in Schedule A

Additional Space on Back.

42782011

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

ABL RENEWAL FORM

ABL-565
(Rev. 6/26/07)
4278

Renew and pay online. Go to www.scbos.com

Mail to: SCDOR, ABL Section, Columbia, SC 29214-0907
Renewal Due Date: 01-29-2008 ****Renewal Fee** $600

License Type 32039274-PBW

For Office Use Only

- File Number 32039274-9
- License Period Ending 02-28-2010
- DLN
- DLN 82073964
- 1439610002 $400
- 3439739000 $200 82073965

1. Mailing Name and Address
Any change of address should be noted to the right of the old address.

M TXAB 2142779-000

TOP OF THE BAY INC
213 E BAY ST APT C
CHARLESTON SC 29401-2648

2. A. Owner/Corporate Name TOP OF THE BAY INC Federal ID#
(If Liquor Rep. Producer, put who you represent)

B. Licensee Social Security #
(If Sole Proprietor) Retail License #

3. Trade Name (If Applicable) CLUB LIGHT

4. Business Address 213 E BAY ST APT C

CHARLESTON SC 29401-2648 Ownership Type C

County CHARLESTON

5. If there is a change in your address, check why: ( ) U.S. Postal Service changed address ( ) Moved location of business ( ) Other - Explain:

S.C. DEPT. OF REVENUE

JAN 2008
Alcoholic Beverage Licensing

6. **YOU MUST COMPLETE THE CONSENT AND WAIVER SECTION ON THE BACK OF THIS FORM. Sole Proprietorships are not required to complete this section.**

7. Have you, any partner, any principal, or any employee with day-to-day management responsibilities been convicted of a crime? ☐ Yes ☒ No If "yes", give details:

#1T
RECEIVED

8. Review and sign this application. Return it with the appropriate renewal fee. If this application with the appropriate fee is not received by the S.C. Department of Revenue prior to the expiration date shown above, you must pay a filing fee along with the license fee. If your renewal is late, you may be required to file an application for a new license, publish a newspaper notice of your application, and wait on a SLED investigation. **You must cease all sales of beer, wine, or liquor upon the expiration of your license, and may not resume sales until you receive your new license. Therefore, file your renewal application promptly.**
*Note: For faster processing renew online. (See information sheet attached for instructions for online renewing www.SCBOS.com).

By signing this application, I certify that all the information listed above is correct.

(Signature of applicant) 1-14-08 (Date) 843-442-8532 (Telephone number from 8am to 5 pm)

**61-6-120B: An applicant for license renewal or for a new license at an existing location shall pay a five dollar certification fee to determine if the exemptions provided for in subsection (A) apply. Subsection A refers to the distance requirements for retail liquor stores, business minibottle and nonprofit private club minibottle licenses.

42781013 R.D. TXPRG159 575

EBCO - DOR - 042

TOP OF THE BAY INC
Name of Corporation, Partnership, LLC, etc.

FEI

File Number: 32039274-9

CONSENT AND WAIVER

S.C. Code Section 61-2-160 prohibits the issuance of any permits or license under Title 61 if the applicant or any principal owes delinquent taxes, penalties, or interest to the S.C. Department of Revenue. The signature below authorizes the S.C. Department of Revenue to release to the applicant, or to the applicant's agent, attorney, information concerning delinquent taxes, penalties, or interest that is causing the denial of this application.

1 - 12 is a list of principals. Each principal must complete and sign a box below. If a required person does not sign, this application will be denied:

Principals:

1. The owner (if sole proprietorship);
2. All officers of the business or entity which owns the business;
3. All partners (limited partners that cannot exercise management control need not sign);
4. All persons who own twenty-five percent (25%) or more of the value of the business entity;
5. All persons who own twenty-five percent (25%) or more of the combined voting power of the business or entity;
6. Managers of a limited liability company which is managed by managers;
7. Members of a limited liability company which is not managed by managers;
8. Any fiduciary who manages, controls title, or is otherwise in control of the business;
9. All employees who will have day-to-day operational management responsibility for the business or entity; and,
10. If a publicly traded corporation, the designated license holder (designated agent) (must be over 21 and a resident of S.C.).
11. If not a publicly traded corporation, list all stockholders.
12. If a nonprofit organization, list all officers and directors of the organization.

Name: Kelley E Tant Principal/Type: (use above number) 2

Home Address: Street

City State Zip

Social Security No: Sex: F Race: W Date of Birth:

Yr/Date of SC Residency: Aug 1979 Signature Kelley Tant

Have you had revoked or suspended, in this or any other state, any license to sell beer, wine, or alcoholic liqueurs?
☐ Yes ☐ No If yes, give details in Schedule A.

Have you been convicted of a crime in South Carolina or any other state? ☐ Yes ☒ No If yes, give details in Schedule A

Name: Principal/Type: (use above number)

Home Address: Street

City State Zip

Social Security No: Sex: Race: Date of Birth:

Yr/Date of SC Residency: Signature

Have you had revoked or suspended, in this or any other state, any license to sell beer, wine, or alcoholic liqueurs?
☐ Yes ☐ No If yes, give details in Schedule A.

Have you been convicted of a crime in South Carolina or any other state? ☐ Yes ☐ No If yes, give details in Schedule A

Additional Space on Back.

42782011

EBCO - DOR - 043

1350 801210-002

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
ABL RENEWAL FORM

ABL-565
(Rev. 10/20/09)
4278

Renew and pay online. Go to www.scbos.sc.gov
Mail to: SCDOR, ABL Section, Columbia, SC 29214-0907

Renewal Due Date: 31-JAN-2010 ****Renewal Fee** 600.00 300.00 900.00

License Type 2142779-PBW

For Office Use Only

- File Number 320392749
- License Period Ending 02/29/2012
- DLN
- DLN
- 1040039610002 400.00
- 3040039739000 200.00

1. Mailing Name and Address
Any change of address should be noted to the right of the old address.

ACABL 0597532008

CLUB LIGHT
213 E BAY ST APT C
CHARLESTON SC 29401-2648

2. A. Owner/Corporate Name TOP OF THE BAY INC Federal ID #
(If Liquor Producer Rep., indicate the company you represent)

B. Licensee Social Security #
(If Sole Proprietor)

C. Retail Sales Tax License # 010758030
(REQUIRED)

3. Trade Name (If Applicable) CLUB LIGHT

4. Business Address 213 E BAY ST APT C
CHARLESTON, SC 294012648

Ownership Type DC County CHARLESTON

5. If there is a change in your location's address, check why: ( ) U.S. Postal Service changed address ( ) Moved location of business ( ) Other - Explain:

6. **YOU MUST COMPLETE THE CONSENT AND WAIVER SECTION ON THE BACK OF THIS FORM, AND THE ATTACHED ABL-577, IF SOLE PROP.; IF OTHER THAN SOLE PROP., COMPLETE ATTACHED ABL-920 FOR ALL PRINCIPALS.**

7. Have you, any partner, any principal, or any employee with day-to-day management responsibilities ever been convicted of a crime? ☐ Yes ☒ No If "yes", give details:

8. Review and sign this application. Return it with the appropriate renewal fee. If this application with the appropriate fee is not received by the S.C. Department of Revenue prior to the expiration date shown above, you must pay a filing fee along with the license fee. If your renewal is late, you may be required to file an application for a new license, publish a newspaper notice of your application, and wait on a SLED investigation. **You must cease all sales of beer, wine, or liquor upon the expiration of your license, and may not resume sales until you receive your new license. Therefore, file your renewal application promptly.**
Note: For faster processing renew online. (See information sheet attached for instructions for online renewing www.SCBOS.SC.GOV).

By signing this application, I certify that all the information listed above is correct.

Kelley E [illegible] 3/1/10 (843) 709-2279
(Signature of applicant) Date Telephone number from 8 am to 5 pm

**61-6-1208: An applicant for license renewal or for a new license at an existing location shall pay a five dollar certification fee to determine if the exemptions provided for in subsection (A) apply. Subsection A refers to the distance requirements for retail liquor stores, business liquor by the drink and nonprofit private club liquor by the drink licenses.

42781021

EBCO - DOR - 044

1350 801210-003

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
ABL RENEWAL FORM

ABL-565
(Rev. 10/20/09)
4278

Renew and pay online. Go to www.scbos.sc.gov
Mail to: SCDOR, ABL Section, Columbia, SC 29214-0907
Renewal Due Date: 31-JAN-2010 ****Renewal Fee** 1,705.00
200.00
License Type 2142779-PLB 1905.00

1. Mailing Name and Address
Any change of address should be noted to the right of the old address.

ACABL 0597532008

CLUB LIGHT
213 E BAY ST APT C
CHARLESTON SC 29401-2648

For Office Use Only
- File Number 320392749
- License Period Ending 02/29/2012
- DLN
- DLN
- 1040039510012 1,505.00
- 3040039739100 200.00

2. A. Owner/Corporate Name TOP OF THE BAY INC Federal ID #
(If Liquor Producer Rep., indicate the company you represent)
B. Licensee Social Security #
(If Sole Proprietor)
C. Retail Sales Tax License # 010758030
(REQUIRED)

3. Trade Name (If Applicable) CLUB LIGHT

4. Business Address 213 E BAY ST APT C
CHARLESTON, SC 294012648

Ownership Type DC County CHARLESTON

5. If there is a change in your location's address, check why: ( ) U.S. Postal Service changed address ( ) Moved location of business ( ) Other - Explain:

6. **YOU MUST COMPLETE THE CONSENT AND WAIVER SECTION ON THE BACK OF THIS FORM, AND THE ATTACHED ABL-577, IF SOLE PROP.; IF OTHER THAN SOLE PROP., COMPLETE ATTACHED ABL-920 FOR ALL PRINCIPALS.**

7. Have you, any partner, any principal, or any employee with day-to-day management responsibilities ever been convicted of a crime? ☐ Yes ☒ No If "yes", give details:

8. Review and sign this application. Return it with the appropriate renewal fee. If this application with the appropriate fee is not received by the S.C. Department of Revenue prior to the expiration date shown above, you must pay a filing fee along with the license fee. If your renewal is late, you may be required to file an application for a new license, publish a newspaper notice of your application, and wait on a SLED investigation. **You must cease all sales of beer, wine, or liquor upon the expiration of your license, and may not resume sales until you receive your new license. Therefore, file your renewal application promptly.**
*Note: For faster processing renew online. (See information sheet attached for instructions for online renewing www.SCBOS.SC.GOV).

By signing this application, I certify that all the information listed above is correct.

(Signature of applicant) 2/1/10 (Date) (843)709-2279 (Telephone number from 8 am to 5 pm)

**61-6-120B: An applicant for license renewal or for a new license at an existing location shall pay a five dollar certification fee to determine if the exemptions provided for in subsection (A) apply. Subsection A refers to the distance requirements for retail liquor stores, business liquor by the drink and nonprofit private club liquor by the drink licenses.

42781021

EBCO - DOR - 045

801210-004

CONSENT AND WAIVER

ABL-946 Rev. 1/7/09

File Number: 32039274-9

TOP OF THE BAY INC _____ _____

Name of Corporation, Partnership, LLC, etc. FEI

SC Code Section 61-2-160 prohibits the issuance of any permits or license under Title 61 if the applicant or any principal owes delinquent taxes, penalties, or interest to the SC Department of Revenue. The signature(s) below authorizes the SC Department of Revenue to release to any party, person or entity, law enforcement requests for purposes of processing this application or responding to questions related thereto, any information including but not limited to problems with the application, reasons for denial, delinquent taxes, outstanding liabilities, failure to file returns, penalties, or interest.

1 - 12 is a list of principal types. Each principal type must complete and sign a box below. **If a required principal does not sign, this application will be denied.**

Principal Types:

1. The owner (if sole proprietorship);
2. All officers of the business or entity which owns the business;
3. All partners (limited partners that cannot exercise management control need not sign);
4. All persons who own twenty-five percent (25%) or more of the value of the business entity;
5. All persons who own twenty-five percent (25%) or more of the combined voting power of the business or entity;
6. Members and Managers of a limited liability company which is managed by managers;
7. Members of a limited liability company which is not managed by managers;
8. Any fiduciary who manages, controls title, or is otherwise in control of the business;
9. All employees who will have day-to-day operational management responsibility for the business or entity; and,
10. If a publicly traded corporation, the designated license holder (designated agent) (must be over 21 and a resident of S.C.).
11. All other principals must be listed also. If not a publicly traded corporation, list all stockholders.
12. If a nonprofit organization, list all officers and directors of the organization.

Name Kellen E. Tant

Home Address [redacted]

City [redacted] State [redacted] Zip [redacted]

Yr/Mo/Date of SC Residency Aug 1979 Sex F Race W Date of Birth [redacted]

Social Security No. [redacted] Federal Employer Identification No. [redacted]

Principal/Type: (use above #1-12) #1 % of ownership 100% Signature Kelly E. T

Have you as an individual, or as an organization in which you were a principal, had revoked or suspended in this state or any other state any license to sell beer, wine, or alcoholic liquors? ☐ Yes ☒ No **If yes, attach explanation.**

Have you been convicted of a crime in South Carolina or any other state? ☐ Yes ☒ No **If yes, attach explanation.**

Name _____

Home Address _____

City _____ State _____ Zip _____

Yr/Mo/Date of SC Residency _____ Sex _____ Race _____ Date of Birth _____

Social Security No. _____ Federal Employer Identification No. _____

Principal/Type: (use above #1-12) _____ % of ownership _____ Signature _____

Have you as an individual, or as an organization in which you were a principal, had revoked or suspended in this state or any other state any license to sell beer, wine, or alcoholic liquors? ☐ Yes ☐ No **If yes, attach explanation.**

Have you been convicted of a crime in South Carolina or any other state? ☐ Yes ☐ No **If yes, attach explanation.**

44221018

EBCO - DOR - 046

801210-005

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
VERIFICATION OF LAWFUL PRESENCE IN THE UNITED STATES

ABL-577
(Rev. 9/29/08)
4367

STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston)

FOR INTERNAL USE ONLY
Case Verification Number _____
Result _____

Pursuant to the provisions of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. Section 8-29-10, *et seq.*, every agency of this State shall verify the lawful presence in the United States of any alien 18 years of age or older who has applied for state or local public benefits.

The undersigned Kelley E. Tant (Print clearly First, Middle and Last name) of _____ (Home Address)

_____ (City, State and Zip Code) being first duly sworn deposes and states as follows:

Name Change/ Alias: ☐ Yes ☒ No If yes, please list: _____

Check ONLY One Box: See reverse side for Instructions, Definitions, and Accepted Documents.

☒ I am a **United States Citizen** eighteen years of age or older.

☐ I am a **Legal Permanent Resident** eighteen years of age or older.

☐ I am a **Qualified Alien** under the Federal Immigration and Nationality Act, Public Law 82-44, eighteen years of age or older, and lawfully present in the United States.

☐ Other (**Explain**): _____

Date of Birth _____ Alien Registration Number _____
(MUST ATTACH COPY OF IMMIGRATION DOCUMENTS)

I UNDERSTAND AND ACKNOWLEDGE that a person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit executed pursuant to *South Carolina Code Section 8-29-10* entitled *Verification of Lawful Presence* shall in addition to other sanctions imposed by this state or the United States, be guilty of a felony and upon conviction must be fined and/or imprisoned for not more than 5 years (or both).

I UNDERSTAND AND ACKNOWLEDGE that any person who fails to execute this Affidavit will automatically be denied the license to which it applies. That further, the representations made in this Affidavit shall continue throughout the license period and any subsequent renewals; and I understand and agree to notify the Department of any change of my legal status as a U.S. citizen, legal permanent resident or alien lawfully present in the United States.

Under of penalty of perjury, I hereby declare that I have examined this Affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Kelley E. Tant
Signature of Affiant

SWORN to and subscribed before me this
2nd day of March, year of 2010
Notary Public for Charleston.
My Commission Expires: My Commission Expires May 18, 2011
Notary (L.S.) _____
Notary (printed name) Johnnie S. Myers

REQUIRED: Fill out completely.
License Number: _____
Business Name: _____
Contact Person: _____ (Name)
Contact Person Phone Number: (___) _____

43671023

EBCO - DOR - 047

801210-006

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
APPLICATION FOR BUSINESS ANNUAL LOCAL OPTION PERMIT

ABL-29A
(Rev. 12/4/08)
4311

Mail to: SCDOR, ABL Section, Columbia, SC 29214-0907
Telephone: (803) 898-5864 DOR Website: www.sctax.org

For Office Use Only

- File Number 32039274-9
- Period Covered 02/27/11
- DLN
- DLN
- 3000.00
  LOP 14-3971
- $ 50
  SLED 34-3973-9300

Important Information: You may also apply for this permit in person at the SC Department of Revenue, 301 Gervais St, Columbia SC or at our Taxpayer Service Centers located in: Charleston - 3 Southpark Circle, Suite 202; Florence - 1452 West Evans St; Greenville - 211 Century Drive, Suite 210-B; Rock Hill - Business and Technology Center, 454 S Anderson Rd, Suite 202 **Taxpayer Service Centers will not** accept mailed applications.

PLEASE TYPE OR PRINT:

1. Name Kelley Tart Title Owner
2. Type of business ( ) Hotel/Motel (X) Restaurant
3. Business name Top of the Bay Inc dba Club light
4. Business address 213 E. Bay St
   Street number/name, rural route
   Charleston (City) Charleston (County) 29401 (Zip Code)
5. **Federal ID Number** _____ **SSN (if sole proprietor)** ___-___-____
6. **Retail License number** _____ **elephone number** (843) 709-2279

Date(s) permit being applied for:

	MONTH/YEAR	SUNDAY DATE	FEES DUE
BEGINNING	3/7/10	7	
ENDING	2/27/11	27	Total fees due all dates ▶ $ 3050.00

I certify by my signature below that a permanent liquor by the drink license has been issued at the address shown in item four above. I understand if a violation of any alcoholic beverage laws or regulations occurs during the period covered by the local option permit, that I and/or the organization may be charged and if found guilty, that all permanent licenses/permits and unexpired local option permits may be suspended or revoked and all permit fees forfeited.

Kelley E. Tart
Applicant Signature

43111020

EBCO - DOR - 048

801210-009

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
FEE COUPON

C-315
(Rev. 5/22/08)
6267

User Name: ISAAC CRIBB

GL Account	TPI Amount
104003971 - ANNUAL LOP LICEN	$ 3000 00
3040039739300 - ANN LOP INSPECT FEE	$ 50.00

213 TOP OF THE BAY
PH. 843-722-1311
3 BLAIN CT
CHARLESTON, SC 29407-2608

9608
67-160/532

DATE 3/2/10

PAY TO THE ORDER OF SCDOR $ 5855 00

Five thousand eight hundred fifty five 00/100 DOLLARS

BB&T BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com

FOR

Kelley E. Z

detach here

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
FEE COUPON

C-315
(Rev. 5/22/08)
6267

TOP OF THE BAY INC
213 E BAY ST APT C
CHARLESTON SC 29401-2648

SID/Suffix: 2142779-000
File Number: 32039274-9
Period Ended: 02/27/2011

Reference Number: 0002476018
TOTAL AMT DUE: 3050.00
104003971 - ANNUAL LOP LICEN

Tax Type: ALCOH BEV LIC

Amount Enclosed:

626710111 0002476018 00000305000 2

EBCO - DOR - 049

801210-010

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
FEE COUPON

C-315
(Rev. 5/22/08)
6267

User Name: ISAAC CRIBB

GL Account	TPI Amount
1040039510012 - BUSINESS LIQUOR B	$1605.00
3040039739100 - LIQUOR INSPECT FEE	$300.00

detach here

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
FEE COUPON

C-315
(Rev. 5/22/08)
6267

TOP OF THE BAY INC
213 E BAY ST APT C
CHARLESTON SC 29401-2648

SID/Suffix: 2142779-000
File Number: 32039274-9
Period Ended: 02/29/2012

Reference Number: ▶ 0002475978
TOTAL AMT DUE: ▶ 1905.00
1040039510012 - BUSINESS LIQUOR B

Tax Type: ALCOH BEV LIC

Amount Enclosed: ▶ _____

626710111 0002475978 000001905000 9

EBCO - DOR - 050

801210-011

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

FEE COUPON

C-315
(Rev. 5/22/08)
6267

User Name: ISAAC CRIBB

GL Account	TPI Amount
1040039610002 - ON-PREMISES BEER	$600.00
3040039739000 - BEER WINE INSP FEE	$300.00

detach here

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

FEE COUPON

C-315
(Rev. 5/22/08)
6267

TOP OF THE BAY INC
213 E BAY ST APT C
CHARLESTON SC 29401-2648

SID/Suffix: 2142779-000
File Number: 32039274-9
Period Ended: 02/29/2012

Reference Number: ▶ 0002475838
TOTAL AMT DUE: ▶ 900.00
1040039610002 - ON-PREMISES BEER

Tax Type: ALCOH BEV LIC

Amount Enclosed: ▶ _____

626710111 0002475838 00000090000 1

EBCO - DOR - 051

800155-002

State of South Carolina
Department of Revenue
Alcohol Beverage Licensing
301 Gervais Street, P.O. Box 125, Columbia, South Carolina, 29214-0907

RENEWAL DENIAL NOTICE

ACABL 2836207008

Notice Date: 02/14/2012
License Number: 320392749

CLUB LIGHT
3 BLAINE CT
CHARLESTON SC 29407-5327

Location Address:
CLUB LIGHT
213 E BAY ST APT C
CHARLESTON, SC 29401-2648

RE: Renewal Application for Beer/Wine and/or Liquor

Dear Taxpayer:

Please be advised that in accordance with S.C. Code Ann. (1976), Title 61, and Title 8, the South Carolina Department of Revenue is denying the renewal of the above referenced beer/wine and/or liquor application for the above referenced license(s) and/or permit(s). This is based upon the following:

____ The business listed is not a valid entity with the Secretary of State.
____ Incomplete or missing ABL 577 or ABL 920 form on one or more principals. The correct form is enclosed.
____ Incomplete or missing Consent and Waiver form on one or more principals. The form is enclosed.
____ Incomplete or missing ABL 565 renewal form. The form is enclosed.
____ The issuance of a permit/license is prohibited if it is determined that the applicant or any principal has a liability with the SC Department of Revenue.
____ Missing ABL 62 Profit and Loss Statement. The form is enclosed.
____ Missing or incomplete criminal history.
____ Improper moral character
____ Our records indicate that there has been a change in ownership possession or control. You are required to reapply under the new ownership. You must bring your current ABL license, this letter, and the ABL 901 application packet filled out (this packet is enclosed) to a district office; and apply for BOTH a temporary license and a permanent license for the current operating business.
____ If you are a Non Profit Organization that has only changed officers you will not need to reapply. However, you must submit criminal history for each new officer. In addition to submitting the criminal history, a copy of the organizations minutes need to reflect the change in officers, as well as complete consent and waiver and ABL 920 for each new officer.
____ Closed or missing RETAIL SALES TAX LICENSE for the above location
____ Incomplete or missing PLR license/application that must be submitted with PLP renewal application
____ Invalid ownership interest in another tier within the beer, wine or liquor industry
____ Failure to file South Carolina State Income Tax for the following year(s): _____
X Other (Please Explain): _____
LLC NOT IN GOOD STANDING

44031011 **ABL-931** (Rev. 9/23/2009)

EBCO - DOR - 052

800155-003

You may protest this denial. Your protest must be in writing, must reach the department within ninety (90) days of the date of this letter, and must include the following information:

a) Your name, address and telephone number.
b) A statement of facts supporting your position.
c) A statement outlining the reasons for your appeal, including any law or other authority upon which you are relying, and the relief which you are seeking.

You must forward your protest to the ABL Section of the South Carolina Department of Revenue at the address shown above.

After review of your letter of protest, the ABL Section of the Department of Revenue will either continue to process your renewal application or forward it to the Office of General Counsel for the Department of Revenue for their review and final determination.

If you do not respond to this notice of denial as stated above, this denial will be final and you will have no further rights to appeal.

POST THIS LETTER WITH YOUR CURRENT PERMIT/LICENSE WHICH DOES NOT EXPIRE UNTIL NINETY (90) DAYS FROM THE DATE OF THIS LETTER. YOUR NINETY DAYS WILL EXPIRE ON 05/14/2012. A SEPARATE LETTER IS REQUIRED TO SELL ON SUNDAY; AFTER APPROPRIATE FEES HAVE BEEN PAID.

Sincerely,

ALCOHOL BEVERAGE LICENSING
South Carolina Department of Revenue
(803) 898-5864
(803) 898-5899: Fax number (Any fax MUST include File Number)

NOTE: If you are in bankruptcy, please forward the bankruptcy number and date filed to my attention.

800155-004

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
ABL RENEWAL FORM

ABL-565
(Rev 10/20/09)
4278

Renew and pay online. Go to www.scbos.sc.gov
Mail to: SCDOR, ABL Section, Columbia, SC 29214-0907
Renewal Due Date: 31-JAN-2012 ****Renewal Fee** 1,705.00

License Type 2142779-PLB

1. Mailing Name and Address
Any change of address should be noted to the right of the old address.

ACABL 2703373008

CLUB LIGHT
3 BLAINE CT
CHARLESTON SC 29407-5327

For Office Use Only
- File Number 320392749
- License Period Ending 02/28/2014
- DLN
- DLN
- 1040039510012 1,505.00
- 3040039739100 200.00

2. A. Owner/Corporate Name TOP OF THE BAY INC Federal ID #
(If Liquor Producer Rep., indicate the company you represent)
B. Licensee Social Security #
(If Sole Proprietor)
C. Retail Sales Tax License # 010758030
(REQUIRED)

3. Trade Name (If Applicable) CLUB LIGHT

4. Business Address 213 E BAY ST APT C
CHARLESTON, SC 294012648

Ownership Type LLC-S County CHARLESTON

FEB 13
RECEIVED
SC DEPT OF REV
CHARLESTON

5. If there is a change in your location's address, check why: ( ) U.S. Postal Service changed address ( ) Moved location of business ( ) Other - Explain:

6. **YOU MUST COMPLETE THE CONSENT AND WAIVER SECTION ON THE BACK OF THIS FORM, AND THE ATTACHED ABL-577, IF SOLE PROP.; IF OTHER THAN SOLE PROP., COMPLETE ATTACHED ABL-920 FOR ALL PRINCIPALS.**

7. Have you, any partner, any principal, or any employee with day-to-day management responsibilities ever been convicted of a crime? ☐ Yes ☑ No If "yes", give details:

8. Review and sign this application. Return it with the appropriate renewal fee. If this application with the appropriate fee is not received by the S.C. Department of Revenue prior to the expiration date shown above, you must pay a filing fee along with the license fee. If your renewal is late, you may be required to file an application for a new license, publish a newspaper notice of your application, and wait on a SLED investigation. **You must cease all sales of beer, wine, or liquor upon the expiration of your license, and may not resume sales until you receive your new license. Therefore, file your renewal application promptly.**
***Note:** For faster processing renew online. (See information sheet attached for instructions for online renewing www.SCBOS.SC.GOV)

By signing this application, I certify that all the information listed above is correct.

(Signature of applicant) 1-24-2012 Date (843) 853-3975 Telephone number from 8 am to 5 pm

**61-6-120B: An applicant for license renewal or for a new license at an existing location shall pay a five dollar certification fee to determine if the exemptions provided for in subsection (A) apply. Subsection A refers to the distance requirements for retail liquor stores, business liquor by the drink and nonprofit private club liquor by the drink licenses.

1823

42781021

EBCO - DOR - 054

800155-005

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
ABL RENEWAL FORM

ABL-565
(Rev. 10/20/09)
4278

Renew and pay online. Go to www.scbos.sc.gov
Mail to: SCDOR, ABL Section, Columbia, SC 29214-0907
Renewal Due Date: 31-JAN-2012 ****Renewal Fee** 600.00

License Type 2142779-PBW

1. Mailing Name and Address
Any change of address should be noted to the right of the old address.

ACABL 2703373008

CLUB LIGHT
3 BLAINE CT
CHARLESTON SC 29407-5327

For Office Use Only
- File Number 320392749
- License Period Ending 02/28/2014
- DLN
- DLN
- 1040039610002 400.00
- 3040039739000 200.00

2. A. Owner/Corporate Name TOP OF THE BAY INC Federal ID #
(If Liquor Producer Rep., indicate the company you represent)
B. Licensee Social Security #
(If Sole Proprietor)
C. Retail Sales Tax License # 010758030
(REQUIRED)

3. Trade Name (If Applicable) CLUB LIGHT

4. Business Address 213 E BAY ST APT C
CHARLESTON, SC 294012648

Ownership Type LLC-S County CHARLESTON

5. If there is a change in your location's address, check why: ( ) U.S. Postal Service changed address ( ) Moved location of business ( ) Other - Explain:

6. **YOU MUST COMPLETE THE CONSENT AND WAIVER SECTION ON THE BACK OF THIS FORM, AND THE ATTACHED ABL-577, IF SOLE PROP.; IF OTHER THAN SOLE PROP., COMPLETE ATTACHED ABL-920 FOR ALL PRINCIPALS.**

7. Have you, any partner, any principal, or any employee with day-to-day management responsibilities ever been convicted of a crime? ☐ Yes ☑ No If "yes", give details:

8. Review and sign this application. Return it with the appropriate renewal fee. If this application with the appropriate fee is not received by the S.C. Department of Revenue prior to the expiration date shown above, you must pay a filing fee along with the license fee. If your renewal is late, you may be required to file an application for a new license, publish a newspaper notice of your application, and wait on a SLED investigation. **You must cease all sales of beer, wine, or liquor upon the expiration of your license, and may not resume sales until you receive your new license. Therefore, file your renewal application promptly.**
*Note: For faster processing renew online. (See information sheet attached for instructions for online renewing www.SCBOS.SC.GOV).

By signing this application, I certify that all the information listed above is correct.

(Signature of applicant) 1-24-2012 Date (843)853-3975 Telephone number from 8 am to 5 pm

**61-6-120B: An applicant for license renewal or for a new license at an existing location shall pay a five dollar certification fee to determine if the exemptions provided for in subsection (A) apply. Subsection A refers to the distance requirements for retail liquor stores, business liquor by the drink and nonprofit private club liquor by the drink licenses.

1821

42781021

EBCO - DOR - 055

800155-006

CONSENT AND WAIVER

ABL-946 Rev. 11/19/09

File Number: 32039274-9

TOP OF THE BAY INC

Name of Corporation, Partnership, LLC, etc. FEI

S C. Code Ann. Section 61-2-160 prohibits the issuance of any permit or license under Title 61 unless the Department determines that the applicant does not owe the State any delinquent taxes, penalties or interest. The signature(s) below authorizes the S.C. Department of Revenue, pursuant to the provisions of S.C. Code Ann. Section 12-54-240 and 30-2-10, et seq., to release to any party, person or entity, law enforcement request(s) for purposes of processing this application or responding to questions related thereto, including but not limited to an information related to problems with the application, reasons for denial, delinquent taxes, outstanding liabilities, failure to file returns, penalties and interest. The signature below also authorizes S.C. Law Enforcement Division (SLED) to check, examine and release to the Department of Revenue the criminal history record of the person(s) having signed below. **If an application is made for a license or permit by a person other than an individual, all principals are deemed to be the applicant. S.C. Code Ann. Section 61-2-100(C). All principals of the applicant are therefore required to be disclosed to the Department of Revenue.**

SOCIAL SECURITY DISCLOSURE

"In compliance with the Federal Privacy Act of 1974, the disclosure of an individual's social security number on this form is mandatory". SC regulation 117-201 provides that any person required to make a return, statement or document to the Department must include identifying numbers on such return, statement or document if the Department requests such information. Social security numbers are primarily used for the purposes of identifying taxpayers and monitoring tax compliance and/or fraud."

1 - 12 is a list of principal types. Each principal type must complete and sign a box below. **If a required principal does not sign, this application will be denied.**

Principal Types:

1. The owner (if sole proprietorship);
2. All officers of the business or entity which owns the business;
3. All partners (limited partners that cannot exercise management control need not sign);
4. All persons who own twenty-five percent (25%) or more of the value of the business entity;
5. All persons who own twenty-five percent (25%) or more of the combined voting power of the business or entity;
6. Members and Managers of a limited liability company which is managed by managers;
7. Members of a limited liability company which is not managed by managers;
8. Any fiduciary who manages, controls title, or is otherwise in control of the business;
9. All employees who will have day-to-day operational management responsibility for the business or entity; and,
10. If a publicly traded corporation, the designated license holder (designated agent) (must be over 21 and a resident of S.C.).
11. All other principals must be listed also. If not a publicly traded corporation, list all stockholders.
12. If a nonprofit organization, list all officers and directors of the organization.

Name Kelley E Tant

Home Address

City State Zip

Yr/Mo/Date of SC Residency Dec 1979 Sex F Race W Date of Birth

Social Security No. Federal Employer Identification No.

Principal/Type: (use above #1-12) 100 % of ownership 1 Signature

1825

Have you as an individual, or as an organization in which you were a principal, had revoked or suspended in this state or any other state any license to sell beer, wine, or alcoholic liquors? ☐ Yes ☑ No **If yes, attach explanation.**

Have you been convicted of a crime in South Carolina or any other state? ☐ Yes ☑ No **If yes, attach explanation**

Additional Space on Back.

44221018

EBCO - DOR - 056

800155-007

213 TOP OF THE BAY
PH. 843-722-1311
3 BLAIN CT
CHARLESTON, SC 29407-2608

10105
67-160/532

DATE 1-25-2017

PAY TO THE ORDER OF [illegible] $ 5355 00

[illegible] DOLLARS

BB&T BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com

FOR [illegible]

EBCO - DOR - 057

800155-008

File Number: 320392749

RENEWAL CHECKLIST

__✓__ 565 Received

PAGE 1

__✓__ 1. Is the check for the right amount for the license type(s) being renewed?
__✓__ 2. Check for mailing address change. Update system if change is requested
__✓__ 3. #7 answered
__✓__ 4. #8 signed

RETAIL SALES TAX

LLC not in good standing

__✓__ 1. Does the Corp, LLC, name match
__✓__ 2. Does the address match **exactly** with the address of the business
__✓__ 3. Is it open?
__✓__ 4. Is it connected through relationships ACCT 1-ACCT 2?

PAGE 2-CONSENT AND WAIVER—NEED 100% Ownership

***Make SCITS relationships match what is on the Consent & Waiver EXACTLY!**

__✓__ 1. Is Name and address completed
__✓__ 2. Date of SC residency completed
__✓__ 3. Date of Birth completed
__✓__ 4. Social security #
__✓__ 5. Principal type
__✓__ 6. Signature
__✓__ 7. BOTH questions answered

OUTSTANDING LIABILITIES

__✓__ 1. Check FEI – for all CORPORATE ENTITIES
__✓__ 2. Check ALL principals' SSN on consent and waiver form

INDIVIDUAL INCOME TAX RETURNS

***Check Date of SC residency FIRST; this will tell you what IITS to look for**
***2008, 2009, 2010 returns needed if principal has been a resident that long**

__✓__ 1. Check all SC residents for their IITS
__ __ 2. If no IITS are on system, check notes for a FTF form
(If FTF form is requested, it must be noted on system when received)

800155-009

NON PROFITS ONLY

___ ABL 62 completed and attached
___ Profit and Loss statement

IMMIGRATION DOCUMENTS

***EVERY PERSON ON THE C&W MUST COMPLETE AN ABL IMMIGRATION FORM**
***Below is a list of what is required to have a complete immigration form. If these items are not on the form - DENY**

___ 1. Full Name (first, middle initial and last); Home Address
___ 2. ONLY one box checked.
___ 3. A# or I-94 # (if applicable)
___ 4. **Attached Immigration Documents (IF ANTHING OTHER THAN US CITIZEN)**
___ 5. Signed by AFFIANT (not notary)
___ 6. Notarized
___ 7. ABL license #
___ 8. Note on System that ABL-920 or ABL-577 has been received.
Must be a note for ALL PRINCIPALS AND THE BOX THAT WAS CHECKED
___ 9. Copy to Michelle of all forms with any box other than US CITIZEN checked (including attachments of Immigration Documents) ***** IF THEY CHECKED US CITIZEN – DO NOT MAKE A COPY. KEEP ORIGINAL WITH FILE AND IMAGE. *****

REASONS FOR DENIAL FOR IMMIGRATION FORM

_____ **NAME NOT FILLED OUT**
_____ **NO BOX CHECKED**
_____ **TWO OR MORE BOXES CHECKED**
_____ **IMMIGRATION DOCUMENTS ARE NOT ATTACHED (if applicable)**
_____ **NOT SIGNED BY AFFIANT**
_____ **NOT NOTARIZED**

ALL RENEWALS

___ **Verified money and sent to processing w/ fee coupon** **Date:** 2/14/12
***Be sure documents and money matches.**

STATUS

___ **PRINTED** ___ **DENIED** LLC not in good standing

Rev Date 7/23/10

EBCO - DOR - 059

800155-010

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
ABL RENEWAL FORM

ABL-565
(Rev. 10/20/09)
4278

Renew and pay online. Go to www.scbos.sc.gov
Mail to: SCDOR, ABL Section, Columbia, SC 29214-0907
Renewal Due Date: 31-JAN-2012 ****Renewal Fee** 1,705.00

License Type 2142779-PLB

1. Mailing Name and Address
Any change of address should be noted to the right of the old address.

ACABL 2703373008

CLUB LIGHT
3 BLAINE CT
CHARLESTON SC 29407-5327

For Office Use Only
- File Number 320392749
- License Period Ending 02/28/2014
- DLN
- DLN
- 1040039510012 1,505.00
- 3040039739100 200.00

2. A. Owner/Corporate Name TOP OF THE BAY INC Federal ID #
(If Liquor Producer Rep., indicate the company you represent)
B. Licensee Social Security #
(If Sole Proprietor)
C. Retail Sales Tax License # 010758030
(REQUIRED)

3. Trade Name (If Applicable) CLUB LIGHT

4. Business Address 213 E BAY ST APT C
CHARLESTON, SC 294012648

Ownership Type LLC-S County CHARLESTON

RECEIVED FEB 13 SC DEPT OF REV CHARLESTON

5. If there is a change in your location's address, check why: ( ) U.S. Postal Service changed address ( ) Moved location of business ( ) Other - Explain:

6. **YOU MUST COMPLETE THE CONSENT AND WAIVER SECTION ON THE BACK OF THIS FORM, AND THE ATTACHED ABL-577, IF SOLE PROP.; IF OTHER THAN SOLE PROP., COMPLETE ATTACHED ABL-920 FOR ALL PRINCIPALS.**

7. Have you, any partner, any principal, or any employee with day-to-day management responsibilities ever been convicted of a crime? ☐ Yes ☑ No If "yes", give details:

8. Review and sign this application. Return it with the appropriate renewal fee. If this application with the appropriate fee is not received by the S.C. Department of Revenue prior to the expiration date shown above, you must pay a filing fee along with the license fee. If your renewal is late, you may be required to file an application for a new license, publish a newspaper notice of your application, and wait on a SLED investigation. **You must cease all sales of beer, wine, or liquor upon the expiration of your license, and may not resume sales until you receive your new license. Therefore, file your renewal application promptly.**
***Note:** For faster processing renew online. (See information sheet attached for instructions for online renewing www.SCBOS.SC.GOV).

By signing this application, I certify that all the information listed above is correct.

(Signature of applicant) 1-24-2012 Date (843) 853-3975 Telephone number from 8 am to 5 pm

**61-6-120B. An applicant for license renewal or for a new license at an existing location shall pay a five dollar certification fee to determine if the exemptions provided for in subsection (A) apply. Subsection A refers to the distance requirements for retail liquor stores, business liquor by the drink and nonprofit private club liquor by the drink licenses.

1823

42781021

EBCO - DOR - 060

800155-011

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
ABL RENEWAL FORM

ABL-565
(Rev. 10/20/09)
4278

Renew and pay online. Go to www.scbos.sc.gov
Mail to: SCDOR, ABL Section, Columbia, SC 29214-0907
Renewal Due Date: 31-JAN-2012 ****Renewal Fee** 600.00

License Type 2142779-PBW

1. Mailing Name and Address
Any change of address should be noted to the right of the old address

ACABL 2703373008

CLUB LIGHT
3 BLAINE CT
CHARLESTON SC 29407-5327

For Office Use Only
- File Number 320392749
- License Period Ending 02/28/2014
- DLN
- DLN
- 1040039610002 400.00
- 3040039739000 200.00

2 A. Owner/Corporate Name TOP OF THE BAY INC Federal ID #
(If Liquor Producer Rep., indicate the company you represent)

B. Licensee Social Security #
(If Sole Proprietor)

C. Retail Sales Tax License # 010758030
(REQUIRED)

3. Trade Name (If Applicable) CLUB LIGHT

4. Business Address 213 E BAY ST APT C
CHARLESTON, SC 294012648

Ownership Type LLC-S County CHARLESTON

5. If there is a change in your location's address, check why: ( ) U.S. Postal Service changed address ( ) Moved location of business ( ) Other - Explain:

6. **YOU MUST COMPLETE THE CONSENT AND WAIVER SECTION ON THE BACK OF THIS FORM, AND THE ATTACHED ABL-577, IF SOLE PROP.; IF OTHER THAN SOLE PROP., COMPLETE ATTACHED ABL-920 FOR ALL PRINCIPALS.**

7. Have you, any partner, any principal, or any employee with day-to-day management responsibilities ever been convicted of a crime? ☐ Yes ☑ No If "yes", give details:

8. Review and sign this application. Return it with the appropriate renewal fee. If this application with the appropriate fee is not received by the S.C. Department of Revenue prior to the expiration date shown above, you must pay a filing fee along with the license fee. If your renewal is late, you may be required to file an application for a new license, publish a newspaper notice of your application, and wait on a SLED investigation. **You must cease all sales of beer, wine, or liquor upon the expiration of your license, and may not resume sales until you receive your new license. Therefore, file your renewal application promptly.**
***Note:** For faster processing renew online. (See information sheet attached for instructions for online renewing www.SCBOS.SC.GOV)

By signing this application, I certify that all the information listed above is correct.

(Signature of applicant) 1-24-2012 Date (843)853-3975 Telephone number from 8 am to 5 pm

**61-6-120B: An applicant for license renewal or for a new license at an existing location shall pay a five dollar certification fee to determine if the exemptions provided for in subsection (A) apply. Subsection A refers to the distance requirements for retail liquor stores, business liquor by the drink and nonprofit private club liquor by the drink licenses.

1821

42781021

EBCO - DOR - 061

800155-012

CONSENT AND WAIVER

ABL-948 Rev 11/19/09

File Number: 32039274-9

TOP OF THE BAY INC

Name of Corporation, Partnership, LLC, etc

FEI

S.C. Code Ann. Section 61-2-160 prohibits the issuance of any permit or license under Title 61 unless the Department determines that the applicant does not owe the State any delinquent taxes, penalties or interest. The signature(s) below authorizes the S.C. Department of Revenue, pursuant to the provisions of S C Code Ann. Section 12-54-240 and 30-2-10, et seq , to release to any party, person or entity, law enforcement request(s) for purposes of processing this application or responding to questions related thereto, including but not limited to an information related to problems with the application, reasons for denial, delinquent taxes, outstanding liabilities, failure to file returns, penalties and interest. The signature below also authorizes S C. Law Enforcement Division (SLED) to check, examine and release to the Department of Revenue the criminal history record of the person(s) having signed below. **If an application is made for a license or permit by a person other than an individual, all principals are deemed to be the applicant. S.C. Code Ann. Section 61-2-100(C). All principals of the applicant are therefore required to be disclosed to the Department of Revenue.**

SOCIAL SECURITY DISCLOSURE

"In compliance with the Federal Privacy Act of 1974, the disclosure of an individual's social security number on this form is mandatory". SC regulation 117-201 provides that any person required to make a return, statement or document to the Department must include identifying numbers on such return, statement or document if the Department requests such information. Social security numbers are primarily used for the purposes of identifying taxpayers and monitoring tax compliance and/or fraud "

1 - 12 is a list of principal types Each principal type must complete and sign a box below. **If a required principal does not sign, this application will be denied.**

Principal Types:

1. The owner (if sole proprietorship);
2. All officers of the business or entity which owns the business;
3. All partners (limited partners that cannot exercise management control need not sign);
4. All persons who own twenty-five percent (25%) or more of the value of the business entity;
5. All persons who own twenty-five percent (25%) or more of the combined voting power of the business or entity;
6. Members and Managers of a limited liability company which is managed by managers,
7. Members of a limited liability company which is not managed by managers;
8. Any fiduciary who manages, controls title, or is otherwise in control of the business;
9. All employees who will have day-to-day operational management responsibility for the business or entity; and,
10. If a publicly traded corporation, the designated license holder (designated agent) (must be over 21 and a resident of S.C.).
11. All other principals must be listed also. If not a publicly traded corporation, list all stockholders.
12. If a nonprofit organization, list all officers and directors of the organization.

Name Kelley E Tant

Home Address

City State Zip

Yr/Mo/Date of SC Residency Dec 1979 Sex F Race W Date of Birth

Social Security No. Federal Employer Identification No.

Principal/Type: (use above #1-12) 100 % of ownership 1 Signature

1825

Have you as an individual, or as an organization in which you were a principal, had revoked or suspended in this state or any other state any license to sell beer, wine, or alcoholic liquors? ☐ Yes ☑ No **If yes, attach explanation**

Have you been convicted of a crime in South Carolina or any other state? ☐ Yes ☑ No **If yes, attach explanation**

Additional Space on Back.

44221018

EBCO - DOR - 062

800155-013
801210-005

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
VERIFICATION OF LAWFUL PRESENCE IN THE UNITED STATES

ABL-577
(Rev. 9/29/08)
4367

STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston)

FOR INTERNAL USE ONLY
Case Verification Number _____
Result _____

Pursuant to the provisions of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. Section 8-29-10, *et seq.*, every agency of this State shall verify the lawful presence in the United States of any alien 18 years of age or older who has applied for state or local public benefits.

The undersigned Kelley E. Lott (Print clearly First, Middle and Last name) of _____ (Home Address)

_____ (City, State and Zip Code) being first duly sworn deposes and states as follows:

Name Change/ Alias: ☐ Yes ☒ No If yes, please list: _____

Check ONLY One Box: See reverse side for Instructions, Definitions, and Accepted Documents.

- ☒ I am a **United States Citizen** eighteen years of age or older.
- ☐ I am a **Legal Permanent Resident** eighteen years of age or older.
- ☐ I am a **Qualified Alien** under the Federal Immigration and Nationality Act, Public Law 82-44, eighteen years of age or older, and lawfully present in the United States.
- ☐ Other (Explain): _____

Date of Birth _____ Alien Registration Number _____
(MUST ATTACH COPY OF IMMIGRATION DOCUMENTS)

I UNDERSTAND AND ACKNOWLEDGE that a person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit executed pursuant to *South Carolina Code Section 8-29-10* entitled *Verification of Lawful Presence* shall in addition to other sanctions imposed by this state or the United States, be guilty of a felony and upon conviction must be fined and/or imprisoned for not more than 5 years (or both).

I UNDERSTAND AND ACKNOWLEDGE that any person who fails to execute this Affidavit will automatically be denied the license to which it applies. That further, the representations made in this Affidavit shall continue throughout the license period and any subsequent renewals; and I understand and agree to notify the Department of any change of my legal status as a U.S. citizen, legal permanent resident or alien lawfully present in the United States.

Under of penalty of perjury, I hereby declare that I have examined this Affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Kelley E. Lott
Signature of Affiant

SWORN to and subscribed before me this
2nd day of March, year of 2010
Notary Public for Charleston
My Commission Expires: My Commission Expires May 18, 2011
Notary (L.S.) _____
Notary (printed name) Johnie S. Mims

REQUIRED: Fill out completely.
License Number: _____
Business Name: _____
Contact Person: _____ (Name)
Contact Person Phone Number: (___) _____

43671023

RECEIVED
SC DEPARTMENT OF REVENUE

EBCO - DOR - 063

800155-014

File Number: 320392749

RENEWAL CHECKLIST

✓ 565 Received

PAGE 1

✓ 1. Is the check for the right amount for the license type(s) being renewed?
✓ 2. Check for mailing address change. Update system if change is requested
✓ 3. #7 answered
✓ 4. #8 signed

RETAIL SALES TAX

LLC not in good standing

✓ 1. Does the Corp, LLC, name match
✓ 2. Does the address match exactly with the address of the business
✓ 3. Is it open?
✓ 4. Is it connected through relationships ACCT 1-ACCT 2?

PAGE 2-CONSENT AND WAIVER—NEED 100% Ownership

***Make SCITS relationships match what is on the Consent & Waiver EXACTLY!**

✓ 1. Is Name and address completed
✓ 2. Date of SC residency completed
✓ 3. Date of Birth completed
✓ 4. Social security #
✓ 5. Principal type
✓ 6. Signature
✓ 7. BOTH questions answered

OUTSTANDING LIABILITIES

✓ 1. Check FEI – for all CORPORATE ENTITIES
✓ 2. Check ALL principals' SSN on consent and waiver form

INDIVIDUAL INCOME TAX RETURNS

***Check Date of SC residency FIRST; this will tell you what IITS to look for**
***2008, 2009, 2010 returns needed if principal has been a resident that long**

✓ 1. Check all SC residents for their IITS
2. If no IITS are on system, check notes for a FTF form
(If FTF form is requested, it must be noted on system when received)

800155-015

NON PROFITS ONLY

___ ABL 62 completed and attached
___ Profit and Loss statement

IMMIGRATION DOCUMENTS

***EVERY PERSON ON THE C&W MUST COMPLETE AN ABL IMMIGRATION FORM**
***Below is a list of what is required to have a complete immigration form. If these items are not on the form - DENY**

___ 1. Full Name (first, middle initial and last); Home Address
___ 2. ONLY one box checked.
___ 3. A# or I-94 # (if applicable)
___ 4. **Attached Immigration Documents (IF ANTHING OTHER THAN US CITIZEN)**
___ 5. Signed by AFFIANT (not notary)
___ 6. Notarized
___ 7. ABL license #
___ 8. Note on System that ABL-920 or ABL-577 has been received.
Must be a note for ALL PRINCIPALS AND THE BOX THAT WAS CHECKED
___ 9. Copy to Michelle of all forms with any box other than US CITIZEN checked (including attachments of Immigration Documents) ***** IF THEY CHECKED US CITIZEN – DO NOT MAKE A COPY. KEEP ORIGINAL WITH FILE AND IMAGE. *****

REASONS FOR DENIAL FOR IMMIGRATION FORM

_____ **NAME NOT FILLED OUT**
_____ **NO BOX CHECKED**
_____ **TWO OR MORE BOXES CHECKED**
_____ **IMMIGRATION DOCUMENTS ARE NOT ATTACHED (if applicable)**
_____ **NOT SIGNED BY AFFIANT**
_____ **NOT NOTARIZED**

ALL RENEWALS

___ **Verified money and sent to processing w/ fee coupon** **Date:** 2/14/12
***Be sure documents and money matches.**

STATUS

___ **PRINTED** ___ **DENIED** LLC not in good standing

EBCO - DOR - 065

800155-016

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
FEE COUPON

C-315
(Rev. 9/23/10)
6267

User Name: GREGORY SMITH

GL Account	TPI Amount
1040039510012 - BUSINESS LIQUOR B	$1505.00
3040039739100 - LIQUOR INSPECT FEE	$200.00

213 TOP OF THE BAY
PH. 843-722-1311
3 BLAIN CT
CHARLESTON, SC 29407-2608

10105
67-160/532

PAY TO THE ORDER OF

DATE 1-25-2012

$ 5355.00

DOLLARS

BB&T BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com

FOR Beer/Wine/Liquor/Sunday

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
FEE COUPON

C-315
(Rev. 9/23/10)
6267

TOP OF THE BAY INC
3 BLAINE CT
CHARLESTON SC 29407-5327

FEB 12
SC Dept of Revenue
Charleston Dist.
Office

SID/Suffix: 2142779-000
File Number: 32039274-9
Period Ended: 02/28/2014

Reference Number: ▶ 0009386012
TOTAL AMT DUE: ▶ 1705.00
1040039510012 - BUSINESS LIQUOR B

Tax Type: ALCOH BEV LIC

Amount Enclosed: ▶ 1705.00

62671011 0009386012 00000170500

3

EBCO - DOR - 066

800155-017

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
FEE COUPON

C-315
(Rev 9/23/10)
6267

User Name: GREGORY SMITH

GL Account	TPI Amount
1040039610002 - ON-PREMISES BEER	$400.00
3040039739000 - BEER WINE INSP FEE	$200.00

detach here

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
FEE COUPON

C-315
(Rev 9/23/10)
6267

TOP OF THE BAY INC
3 BLAINE CT
CHARLESTON SC 29407-5327

FEB 12
Dept. of Revenue

SID/Suffix: 2142779-000
File Number: 32039274-9
Period Ended: 02/28/2014

Reference Number: ▶ 0009385972
TOTAL AMT DUE: ▶ 600.00
1040039610002 - ON-PREMISES BEER

Tax Type: ALCOH BEV LIC

Amount Enclosed: ▶ 600.00

62671011 0009385972 00000060000

7

EBCO - DOR - 067

Charleston District Office
Mitch Campbell
C/O Mark Skuhra
June 13, 2013

Top of The Bay, Inc.
D/b/a Club Light
213 E Bay St Apt C
Charleston SC 29401

Permit Number:
Liquor License Number: 32039274-LOP

Indefinite Order of Suspension

Please serve the attached Indefinite Order of Suspension, pick up the permit and return to Hope Jumper in ABL Columbia with completed Affidavit of Service.

SOUTH CAROLINA DEPARTMENT OF REVENUE

IN THE MATTER OF:

Top of The Bay, Inc.
d/b/a Club Light
213 E Bay St Apt C
Charleston SC 29401
Liquor License Number: 32039274-LOP

INDEFINITE
ORDER of SUSPENSION

This Order is in reference to Top of The Bay, Inc., dba Club Light, for a violation of **S.C. Code Ann. Section 61-2-110 "Fee Paying by Check"**. On March 29, 2013, the Top of The Bay, Inc., dba Club Light issued the South Carolina Department of Revenue (Department) check number 10352 drawn upon BB&T, as payment for Liquor License in the amount of Three Thousand Fifty Dollars ($3,050.00). Said check was dishonored and returned to the Department marked Refer To Maker.

In reliance upon the foregoing, by letter dated April 16, 2013, Hope Jumper, Administrative Specialist for the Regulatory Division, South Carolina Department of Revenue, (hereinafter "Department") issued a notice to Club Light that the foregoing check had been dishonored and further, made a demand for payment within ten (10) days. Club Light was further advised therein that unless full payment, plus a $30.00 service charge, was made within the described period, that Club Light's license would be indefinitely suspended. The total amount claimed due and owing, including the service charge, is Three Thousand Eighty Dollars ($3,080.00). Club Light was further advised that in the event said license was suspended, Club Light would also be required to pay an additional Fifty and no/100 ($50.00) Dollars reinstatement fee if it wanted to have the license re-issued. No response or payment has been received by the Department from Club Light.

NOW, THEREFORE, under the authority of S.C. Code Ann. Section 61-2-110 it is hereby

ORDERED, ADJUDGED AND DECREED:

1. License Number: 32039274-LOP, held by Top of The Bay, Inc. dba Club Light be and is hereby, suspended indefinitely; and

2. That one copy of this Order shall be served upon a representative for the License holder, Top of The Bay, Inc.; and

3. Top of The Bay, Inc. may reinstate its license upon payment, by certified funds, of the amount of Three Thousand One Hundred Thirty Dollars ($3,130.00) Dollars; and further, upon satisfactory proof that any and all other outstanding liabilities, and ownership requirements have been met, to the South Carolina Department of Revenue have been satisfied, in accordance with S.C. Code Ann. 61-2-160.

4. Department of Revenue Officers shall immediately, or as soon as otherwise practicable, retrieve the foregoing license and deliver same to the South Carolina Department of Revenue, Regulatory Division.

AND IT IS SO ORDERED.

Tammy Young
Alcohol Beverage License Supervisor
South Carolina Department of Revenue

6/12/, 2013
Columbia, SC

Charleston District Office
Mitch Campbell
C/O Mark Skuhra
June 13, 2013

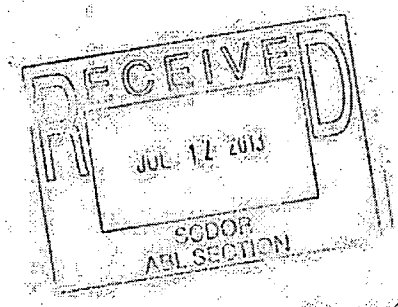
Assess

Top of The Bay, Inc.
D/b/a Club Light
213 E Bay St Apt C
Charleston SC 29401

Permit Number:
Liquor License Number: 32039274-LOP

Indefinite Order of Suspension

Please serve the attached Indefinite Order of Suspension, pick up the permit and return to Hope Jumper in ABL Columbia with completed Affidavit of Service.

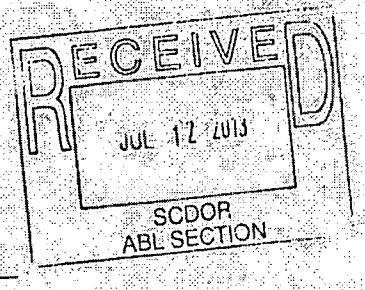


EBCO - DOR - 071

SOUTH CAROLINA DEPARTMENT OF REVENUE

IN THE MATTER OF:

Top of The Bay, Inc.
d/b/a Club Light
213 E Bay St Apt C
Charleston SC 29401
Liquor License Number: 32039274-LOP



INDEFINITE
ORDER of SUSPENSION

This Order is in reference to Top of The Bay, Inc., dba Club Light, for a violation of **S.C. Code Ann. Section 61-2-110 "Fee Paying by Check".** On March 29, 2013, the Top of The Bay, Inc., dba Club Light issued the South Carolina Department of Revenue (Department) check number 10352 drawn upon BB&T, as payment for Liquor License in the amount of Three Thousand Fifty Dollars ($3,050.00). Said check was dishonored and returned to the Department marked Refer To Maker.

In reliance upon the foregoing, by letter dated April 16, 2013, Hope Jumper, Administrative Specialist for the Regulatory Division, South Carolina Department of Revenue, (hereinafter "Department") issued a notice to Club Light that the foregoing check had been dishonored and further, made a demand for payment within ten (10) days. Club Light was further advised therein that unless full payment, plus a $30.00 service charge, was made within the described period, that Club Light's license would be indefinitely suspended. The total amount claimed due and owing, including the service charge, is Three Thousand Eighty Dollars ($3,080.00). Club Light was further advised that in the event said license was suspended, Club Light would also be required to pay an additional Fifty and no/100 ($50.00) Dollars reinstatement fee if it wanted to have the license re-issued. No response or payment has been received by the Department from Club Light.

NOW, THEREFORE, under the authority of S.C. Code Ann. Section 61-2-110 it is hereby ORDERED, ADJUDGED AND DECREED:

CERTIFIED
COPY
SC DEPT. OF REVENUE

EBCO - DOR - 072

1. License Number: 32039274-LOP, held by Top of The Bay, Inc. dba Club Light be and is hereby, suspended indefinitely; and

2. That one copy of this Order shall be served upon a representative for the License holder, Top of The Bay, Inc.; and

3. Top of The Bay, Inc. may reinstate its license upon payment, by certified funds, of the amount of Three Thousand One Hundred Thirty Dollars ([redacted]) Dollars; and further, upon satisfactory proof that any and all other outstanding liabilities, and ownership requirements have been met, to the South Carolina Department of Revenue have been satisfied, in accordance with S.C. Code Ann. 61-2-160.

4. Department of Revenue Officers shall immediately, or as soon as otherwise practicable, retrieve the foregoing license and deliver same to the South Carolina Department of Revenue, Regulatory Division.

AND IT IS SO ORDERED.

Tammy Young
Alcohol Beverage License Supervisor
South Carolina Department of Revenue

6/12/ 2013
Columbia, SC

CERTIFIED
COPY
SC DEPT. OF REVENUE

32039274-LOP

STATE OF SOUTH CAROLINA
SOUTH CAROLINA DEPARTMENT OF REVENUE
AFFIDAVIT OF SERVICE

I, Deborah T. Judge, am employed by the South Carolina Department
(Print your name here)
of Revenue, as a Rev. Officer who being first duly sworn, states that if called
(Your employment title)
as a witness, I am competent to testify as follows:

That I have served the following:

__ Order of Revocation dated _____, 201__

__ Order of Indefinite Suspension dated _____, 201__

__ Order of Suspension dated _____, 201__

__ Order of Cancellation dated _____, 201__

__ Other: (please describe) _____ dated _____, 201__

by personally serving a copy or copies of same upon _____.
(print the name of person served)

On this 25 day of June, 201__ (date of service) at 213 E Bay

_____ (address of location where person was served)

ALTERNATIVELY

2. This document Fnal Order of Susp was NOT served because:
(name of document attempted to be served)
Closed/Construction reno. of same
sort - was in fire

Deborah T. Judge
Name of Affiant (your name)

Sworn to and described before me on
this ___ day of _____, 201__

_____
Notary Public for S.C.
My commission expires _____

RECEIVED
JUL 12 2013
SCDOR
ABL SECTION

EBCO - DOR - 074

1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

Imaging Data Control Cover Sheet

ABL-917
(Rev. 12/9/10)
4337

File Number:

32039274-9

SSN/FEI:

User ID of Requestor:

CONSTANCE JUMPER

4337 020 320392749 010675390

5

EBCO - DOR - 075

State of South Carolina
Department of Revenue
Alcohol Beverage Licensing
301 Gervais Street, P.O. Box 125, Columbia, South Carolina, 29214-0907

09/26/2013

ACABL 4515641008

CLUB LIGHT
3 BLAINE CT
CHARLESTON SC 29407-5327

Re: NOTICE OF INTENT TO CANCEL (ABL) ALCOHOL LICENSE AND/OR BEER & WINE PERMIT

ABL License Number:	320392749
Retail Sales Tax Number:	010758030
Location Address:	213 E BAY ST APT C CHARLESTON, SC 29401-2648

To the taxpayer/corporation/person listed above:

YOU WILL PLEASE TAKE NOTICE THAT THE SOUTH CAROLINA DEPARTMENT OF REVENUE ("Department") INTENDS TO CANCEL YOUR ALCOHOL BEVERAGE LICENSE AND/OR BEER & WINE PERMIT FOR YOUR FAILURE TO HAVE A VALID RETAIL SALES TAX LICENSE AS REQUIRED BY LAW.

YOU ARE FURTHER NOTIFIED THAT ANY SALES, OF ANY ITEMS, INCLUDING ALCOHOLIC LIQUORS AND/OR BEER & WINE, WITHOUT A RETAIL SALES TAX LICENSE IS UNLAWFUL.

YOU HAVE TWO OPTIONS: 1) surrender your license and/or permit; or 2) you may protest the proposed cancellation. This protest must be in writing and must reach the Department within ninety (90) days from the date of this letter, and must include the following:

a. Your name, address, and telephone number;
b. Your ABL license and/or permit number;
c. Your Retail Sales Tax license number;
d. A statement of the facts supporting your position;
e. A statement outlining the reasons for your protest, including any law or other authority upon which you are relying.

If you do not respond to this Notice as stated above, you will lose all rights to protest or appeal this matter, and your Alcohol Beverage License and/or Beer & Wine Permit will be cancelled.

JODY PLYLER
(803) 898-5733

43221019 **ABL-572** (Rev. 9/23/10)

5

EBCO - DOR - 076

STATE OF SOUTH CAROLINA
COUNTY OF Charleston

AFFIDAVIT

PERSONALLY appeared Kelley E Tant (Name), who being duly sworn deposes that, I make this statement freely and voluntarily, without threats or promises of reward made to me.

We no longer need ABL license as on April 2, 2013 there was a fire that totally destroyed the building at 213 E. Bay. The owner of the building has decided to void leases. We will not be reopening.

Signature: Kelley E T
Date: 9/26/2013

SWORN to before me this
26 day of Sept 2013

My Commission Expires
May 21, 2020

This is to certify that I have received a copy of the above Affidavit on this _____ day of _____.

CID-101 (Rev. 2/87)

SEP 2013

RECEIVED
SEP 27 2013
SCDOR
ABL SECTION

EBCO - DOR - 077

Mike Quillen

From: Mike Quillen <mquillen30@comcast.net>
Sent: Friday, June 28, 2013 10:15 AM
To: Thomas Ervin
Subject: FW: 213 Repair design Update

Tom: I wanted to provide you an update of where we are toward reconstruction. Even though we are expecting some relief on several of the building code sections if we install a sprinkler system, we have encountered some real challenges with complying with the earthquake code for a very old masonry structure. In addition we have encountered some issues with designing adequate footers to support the second story and roof of the building which have to be totally replaced. We are going to have to do some innovative piles to an unknown depth to meet engineering requirements. We are also going to have to work with BAR on how the existing front of the building is maintained but tied in structurally to meet the earthquake codes. Naturally the building as it was would likely not have withstood an earthquake but that is the requirement we will have to meet. As you can see below we are still a few weeks away from a final design we can present to the City for permits. In addition until we get some more analyses we are not able to get a good estimate of the total repair cost although as expressed earlier it will certainly exceed the insurance policy possibly by a significant amount. My plan would be as soon as the design is complete and we know some of our structural options I would come back to Charleston and sit down with you. I am expecting that to be the second half of July. If you have any questions please let me know.
Mike

-----Original Message-----
From: Joe Shahid [mailto:jshahid@appliedbuildingsciences.com]
Sent: Thursday, June 27, 2013 2:52 PM
To: Mike Quillen; John Greenan
Cc: Paul Kennedy; Martin.Giorgi@us.belfor.com; 'Matt Quillen'; Al Schweickhardt
Subject: 213 Repair design

Mike,

I have put together a very simplified list of the structural design requirements and the approximately amount that we have completed in each item (see below). The analysis portion takes the lion's share of time and constitutes about 75% of the total time necessary to get to the final design. Also, we are focusing on those items that have a longer lead time to acquire (namely the heavy steel framing) so that BELFOR can order those components in advance. We anticipate having the steel framing design complete within two weeks and the remaining design complete within a month. John and I are available anytime today or tomorrow to discuss the project. We can three-way a call with Martin if he's available.

Sincerely,

M. Joseph Shahid, Jr., PE, RRC, RWC

Applied Building Sciences
1890 Milford Street
Charleston, SC 29405

843.724.1469 (office)
843.724.1459 (fax)
843.870.7945 (cell)

EXHIBIT 78

FLP_000110

Mike Quillen

From: Mike Quillen <mquillen30@comcast.net>
Sent: Monday, August 12, 2013 11:44 AM
To: Thomas Ervin (yaschik@bellsouth.net)
Subject: Call

Tom: I will call your office at 2:00 if that is still ok. I think I left you a copy of Belfor's bill through June which is $ 393,486.25. Belfor's bill includes charges from subcontractors, scaffolding and the power company. I have not paid them anything to date as we are still discussing their charges and awaiting final resolution with the insurance company. The last discussion I had with insurance company (last week) they were still awaiting one additional report from the Charleston adjuster. He thinks they will just pay out claim and be done at total of one million. I am not as confident based on the time it is taking. I have paid ABS for engineering and architectural services a total of $ 76,974.30 as well as Soil Consultants ($2,083.51) for work from April 2nd through July 31st. I also left you copy of Belfor's estimate to go back with historical brick but we do not have an estimate as yet on reconstruction as the plans are not finalized. Of course we can discuss but I am guessing the cost to be around $ 1.5-1.8.
Mike

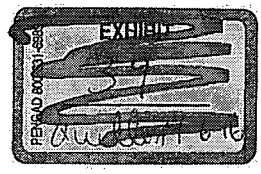


EXHIBIT
79

FLP_000118

Yaschik Development Co.
Balance Sheet
As of June 30, 2014

02/04/2015

	Jun 30, 14
ASSETS	
Current Assets	
Checking/Savings	
1000 · Cash Accounts	
1020 · YDC Wells Fargo Checking	45,850.74
1030 · Citadel Shops South State Bank	4,479.28
1080 · Arch Realty Trust Account	750.00
Total 1000 · Cash Accounts	51,080.02
Total Checking/Savings	51,080.02
Other Current Assets	
1200 · Accrued Interest Receivable	16,648.44
12555 · Int Income	-923.00
12556 · Income - Reverie on the Ashley	245,837.00
1600 · Felkel Notes (Schedule C)	52,809.88
1635 · Notes Receivable CAROMI VILLAGE	
1635-0 · GM JM Rodriguez	19,153.84
1635-1 · Ruth J Meza 044-045	25,938.50
1635-2 · Ruth J Meza 046-047	25,938.50
Total 1635 · Notes Receivable CAROMI VILLAGE	71,030.84
1650 · Mortgage Rec TUJAX	7,500.00
1651 · Mortgage Rec BELL ACCEPTANCE	7,500.00
Total Other Current Assets	400,403.16
Total Current Assets	451,483.18
Fixed Assets	
1675a · A/D 213 EB	-10,516.00
1700 · Land	
1705 · Beverly Hills	5,666.67
1706 · Goose Creek	17,807.45
1709 · Goose Creek 34.35 acres	5,000.00
1710 · Hampton County	12,340.76
1711 · 1969 S. Live Oak	7,000.00
1712 · Bulow/213 East Bay	0.44
1714 · Caromi 93 TAX SALE	7,200.00
1715 · Caromi 140 Lots FORECLOSURE	77,603.32
1717 · Land 213 EB	360,000.00
1718 · Pantry Land	131,279.00
1719 · Citadel Shops Land	324,553.00
1720 · Land Felkel College Park	88,903.33
1722 · Samson Whse Land	30,000.00
1723 · Land Faber Place	106,816.00
1726 · 211 Meeting	83,193.00
1727 · 303 King	138,273.00
1728 · Land Parking Unit 408	7,500.00
1729 · Land - 160 B	450,528.00
1730 · Land Gary St	2,800.00

	Jun 30, 14
1731 · Land - Parking 160 EB	13,495.60
1734 · Land - 63 Fletcher (Klawah)	20,702.95
1784 · Land York Cty Lot 1	216,059.00
1795 · West 5th North	25,426.00
1796 · Pinckney Tract	300,000.00
1797 · Berkeley County 7.501 acres	22,503.00
Total 1700 · Land	2,454,650.52
1800 · Depreciable Assets	
1870 · 1969 S. Live Oak	81,144.38
1870a · Accum Deprec 1969 S. Live Oak	-81,144.38
1873 · Pantry Building	525,119.00
1873a · Accum Deprec - Pantry	-122,390.00
1874 · Citadel Shops Bldg	1,298,210.99
1874a · Accum Deprec - Citadel Shops	-285,290.00
1875 · Leasehold Improvements	45,987.57
1875a · Accum Deprec - Leasehold Imp	-11,629.00
1876 · Bldg - Samson Whse	663,909.02
18761 · HVAC-Samson	6,025.00
1876a · Accum Deprec - Samson	-84,798.00
1877 · Building 213 EB	1,440,000.00
1877a · A/D 213 EB	-123,622.00
1878 · Building 211 Meeting	375,230.00
1878a · A/D 211 Meeting	-102,223.00
1879 · Building 303 King	166,894.87
1879a · A/D 303 King	-46,335.00
1880 · Bldg - 160 EB	602,112.00
1880.1 · 160 East Bay Improvements	149,903.36
1880a · A/D 160 EB	-142,835.00
1881 · Improvements Parking Unit 408	30,000.00
1882 · Improve'ts Parking 160 EB	53,982.40
1883 · 315 King (Unit A King/George)	87,776.00
1883a · A/D 315 King	-25,536.00
1884 · Building York Cty (Lake Wylie)	210,935.00
1884a · A/D York County (Lake Wylie)	-61,360.00
1885 · Reverie on Ashley	
18851 · Reverie Bldg - Inv't Interest	-750,920.93
18852 · Reverie Unit 3402	488,381.00
18853 · Reverie Boat Slip 28	40,200.00
18853a · A/D Reverie	-21,779.00
Total 1885 · Reverie on Ashley	-244,118.93
1886 · Concord (Sycamore)	
18861 · Concord 423	30,886.00
18862 · Concord 513	34,361.00
18863 · Concord 722	28,875.00
18864 · Concord 1113	34,361.00
18865 · Concord 1122	39,298.00
18866 · Concord 1013	56,369.38
18867 · Concord 1727	64,367.04
Total 1886 · Concord (Sycamore)	288,517.42
1886a · A/D Concord (Sycamore)	-60,729.00

Yaschik 3398
CONFIDENTIAL

	Jun 30, 14
1887 · Gary St	67,200.00
1887a · A/D Gary Street	-6,363.00
1889 · Improve'ts Etiwan-Melrose Park	12,953.20
1889.1a · A/D Etiwan - Melrose Park	-216.00
1890 · 63 Fletcher (Kiawah)	186,326.48
1895 · West 5th North Street	47,721.00
1895a · A/D West 5th North	-13,880.00
1899 · 315 King Unit A King/George	49,374.00
Total 1800 · Depreciable Assets	4,976,852.38
Total Fixed Assets	7,420,986.90
Other Assets	
1900 · Investments	
1902 · Investment CCC	82,000.00
1904 · Investment WF-FundSource	65,000.00
Total 1900 · Investments	147,000.00
1920 · Felkel Options Receivable	25,080.00
Total Other Assets	172,080.00
TOTAL ASSETS	8,044,550.08
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
1500 · Intercompany Advances (Sched A)	1,268,571.96
2600 · Notes Payable FAMILY	2,342,584.73
2621 · Due to HYA 115 Line Street	19,981.45
2622 · Mortgage Payable HYA 115 Line	66,764.94
2624 · Due to CS Corporation	2,142.80
2628 · Mtg Pay South State 160 EB	
26281 · Mtg Pay South State (1)	154,132.79
26282 · Mtg Pay South State (2)	154,132.79
26283 · Mtg Pay South State (3)	154,132.79
Total 2628 · Mtg Pay South State 160 EB	462,398.37
2705 · Line of Credit WELLS FARGO 2	850,000.00
2930 · Rent Deposit	
29301 · Security Deposit 303 King	9,600.00
29302 · Security Deposit 211 Mtg	8,500.00
29305 · Sec Deposits 213 EB	8,750.00
29307 · Security Deposits Clt Shops	9,088.00
29308 · Security Deposit W 5th N Street	1,000.00
29309 · Sec Deps 160 EB	2,000.00
29310 · Security Deposit - 105 Gary	1,050.00
2930 · Rent Deposit - Other	450.00
Total 2930 · Rent Deposit	40,438.00
2931 · Escrow 211 Mtg/303 King	
29311 · Escrow Taxes 303 King	7,167.68
29312 · Escrow Insur 303 King	3,708.87

Yaschik 3399
CONFIDENTIAL

RECORD 000529

	Jun 30, 14
29313 · Escrow Taxes 211 Mtg	11,984.99
Total 2931 · Escrow 211 Mtg/303 King	22,861.54
2983 · Options	
2983a · Option - Felkel	50,160.00
Total 2983 · Options	50,160.00
Total Other Current Liabilities	5,125,903.79
Total Current Liabilities	5,125,903.79
Long Term Liabilities	
2990 · Deferred Tax - Long Term	1,403,251.00
Total Long Term Liabilities	1,403,251.00
Total Liabilities	6,529,154.79
Equity	
3000 · Common Stock	178,400.00
3100 · Capital Paid In Excess	191,625.91
3300 · Dividend Distribution	-33,333.30
3900 · Earnings	853,244.97
Net Income	325,457.71
Total Equity	1,515,395.29
TOTAL LIABILITIES & EQUITY	8,044,550.08

Yaschik 3400
CONFIDENTIAL

From: Mike Quillen <mquillen30@comcast.net>
Sent: Thursday, August 08, 2013 4:26 PM
To: 'Matt Quillen' (maquille@vt.edu); 'Chris Quillen'; 'Gresham, Hunter' (hgresham@vt.edu)
Subject: FW: Update

FYI

From: Mike Quillen [mailto:mquillen30@comcast.net]
Sent: Thursday, August 08, 2013 4:26 PM
To: Thomas Ervin (yaschlk@bellsouth.net)
Subject: Update

Tom: I have spoken with ABS and they expect to have the structural plans ready by Wednesday next week. At that stage they can be submitted to the city plus the steel can be placed on order so that materials are available when permits received. I still have not had a final answer on payment by the insurance company but they have the information they have requested. Thus we need to discuss how we might proceed. As mentioned to start back with reconstruction will require a commitment on someone's part for the job which will exceed the insurance proceeds. Is there a convenient time we can talk between now and next Wednesday?
Mike

EXHIBIT
98

FLP_001767

From: Mike Quillen <mquillen30@comcast.net>
Sent: Tuesday, April 16, 2013 9:17 PM
To: lulmer@appliedbuildingsciences.com; pkennedy@appliedbuildingsciences.com
Cc: 'Matt Quillen' (maquille@vt.edu); jshahid@appliedbuildingsciences.com; cquillen25@gmail.com; 'Gresham, Hunter' (hgresham@vt.edu)
Subject: RE: Reconstruction

Lauren and Paul: I would like to arrange a call with you tomorrow to discuss potential work with ABS on the architectural work for reconstruction on 213 East Bay. I see advantages with Joe's knowledge of the property and the damage to possibly coordinate a design plan through ABS. Naturally there are complications with the insurance carriers objectives and the tenant's desires and insurance coverage including bar/restaurant design. However I think our first objective is to get the design accomplished and the permits applied for to put the structure back in to functioning condition. I will be discussing with tenants what is done for bars, offices, etc. but I feel that it is the FLP's responsibility to put the spaces back to an acceptable condition at a minimum. This would include a roof, HVAC, electrical, plumbing, walls, floor and ceilings. In addition there are decisions to be made on code requirements and specifically a sprinkler system. As Joe can attest there are varying issues still up in the air but I want to be proactive on the planning stage so when demolition is complete we have a plan for the reconstruction phase. Let me know if any time convenient to chat tomorrow. The other parties copied are the limited partners of the Family Limited Partnership.
Mike Quillen

EXHIBIT
105

FLP_002928

Message

From: Joe Shahid [/O=EXG5/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=JSHAHID14106]
Sent: 4/2/2014 12:48:49 PM
To: John Greenan [/o=exg5/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=jgreenan67322]
Subject: RE:
Attachments: Appendix A - Code Review w mjs edits.docx

From: John Greenan
Sent: Wednesday, April 02, 2014 11:20 AM
To: Joe Shahid
Subject:

John J. Greenan, PE
Applied Building Sciences, Inc.
1890 Milford St., Charleston, SC 29405
jgreenan@appliedbuildingsciences.com
(O) 843-724-1481 (M)843-615-7506

EXHIBIT
205

Appendix A: Code Analysis

1. Definitions

a. SUBSTANTIAL DAMAGE (2012 IBC, Chapter 2). Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

It has been reported that restoring the building to its pre-damaged condition would equal or exceed 50% of the market value before damage occurred; therefore the building has sustained Substantial Damage.

b. SUBSTANTIAL STRUCTURAL DAMAGE (2012 IBC, Chapter 2) – A condition where:

1. In any story, the vertical elements of the lateral force resisting system have suffered damage such that the lateral load-carrying capacity of the structure in any horizontal direction has been reduced by more than 33 percent from its pre-damaged condition; or

2. The capacity of any vertical gravity load-carrying component, or any group of such components, that supports more than 30 percent of the total area of the structure's floors and roofs has been reduced more than 20 percent from its pre-damaged condition and the remaining capacity of such affected elements, with respect to all dead and live loads, is less than 75 percent of that required by this code for new buildings of similar structure, purpose and location.

The 2nd floor roof has been completely destroyed and the second floor walls of the building have been damaged such that the lateral load-carrying capacity of the structural has been reduced by more than 33%. The building meets both requirements 1 and 2; therefore, the building has sustained substantial structural damage. It should also be noted that only one of these items is required to be met for the structure to have been considered to have substantial structural damage.

c. ALTERATION (2012 IBC, Chapter 2). Any construction or renovation to an existing structure other than repair or addition.

d. ADDITION (2012 IBC, Chapter 2). An extension or increase in floor area or height of a building or structure.

e. FLOOD HAZARD AREA (2012 IBC, Chapter 2). The greater of the following two areas:

1. The areas within a flood plain subject to a 1-percent or greater chance of flooding in any year.

2. The area designated as a flood hazard area on a community's flood hazard map, or otherwise legally designated.

2. 2012 IBC Code Analysis - Repairs

a. Section 1612.4 Design and construction (flood loads)
The design and construction of buildings and structures located in flood hazard areas, including flood hazard areas subject to high velocity wave action, shall be in accordance with chapter 5 of ASCE7 and ASCE 24.

b. Section 3401.4.1 – Existing materials
Materials already in use in a building in compliance with requirements or approvals in effect at the time of their erection or installation shall be permitted to remain in use unless determined by the building official to be unsafe per Section 116.

Therefore, the existing undamaged building components may remain in place as long as they are sufficient strong or reinforced to resist the loads specified in this chapter.

c. Section 3401.4.2 – New and Replaced Materials

Except as otherwise required or permitted by this code, materials permitted by the applicable code for new construction shall be used. Like materials shall be permitted for repairs and alterations, provided that no hazard to life, health or property is created. Hazardous materials shall not be used where the code for new construction would not permit their use in buildings of similar occupancy, purpose and location.

IBC 2012 Commentary: There are two options for materials used in repairs to an existing building. Generally, the materials used for repairs should be those that are presently required or permitted for new construction under the I-Codes. It is also acceptable to use materials consistent with those that are already present, except where those materials pose a hazard. This allowance follows the general concept that any repair should not make a building more hazardous that it was prior to the repair. It is generally possible to repair a structure, its components and its systems with materials that were used previously. However, where materials that are now deemed hazardous are involved in the repair work, they may no longer be used. For example, the code identifies asbestos and lead-based paint as two common hazardous building materials that cannot be used in the repair process.

Therefore like materials may be used in the repair of the building, except as otherwise limited in other sections of this chapter.

d. Section 3405.1 General
...Work on non-damaged components that is necessary for the required repair of damaged components shall be considered part of the repair and shall not be subject to the requirements for alterations in this chapter...

e. Section 3405.2.1 – Substantial Structural Damage to vertical elements of the lateral force-resisting system

The building shall be evaluated by a registered design professional and the evaluation findings shall be submitted to the building official. The evaluation shall establish whether or not the damaged building, if repaired to its pre-damaged state, would comply with the provisions of this code for wind and earthquake loads. Wind loads for this evaluation, if required, shall be permitted to be 75 percent of those prescribed in Section 1613.

If the building were repaired to its pre-damaged state, the building would not meet the provisions of this code for wind and earthquake loads.

f. Section 3405.2.3 – Extent of Repair for noncompliant buildings

If the evaluation does not establish compliance of the pre-damaged building in accordance with section 3405.2.1 (item number 1), then the building shall be rehabilitated to comply with applicable provisions of this code for load combinations that include wind or seismic loads. The wind loads for the repair shall be as required by the building code in effect at the time of original construction, unless the damage was caused by wind, in which case the wind loads shall be as required by this code. Earthquake loads for this rehabilitation design shall be those required for the design of the pre-damage building, but not less than 75 percent of those prescribed in Section 1613. New structural members and connections required by this rehabilitation design shall comply with the detailing provisions of this code for new buildings of similar structure, purpose and location.

The building must be rehabilitated to meet 75% of the current code required design loads. New members and connections required to resist these loads shall meet current code requirements.

g. Section3405.3 – Substantial structural damage to gravity load-carrying components.

Gravity load-carrying components that have sustained substantial structural damage shall be rehabilitated to comply with the applicable provisions of this code for dead and live loads. Snow loads shall be considered if the substantial structural damage

was caused by or related to snow load effects. Existing gravity load-carrying structural elements shall be permitted to be designed for live loads approved prior to the damage. Non-damaged gravity load-carrying components that receive dead, live or snow loads from rehabilitated components shall also be rehabilitated or shown to have adequate capacity to carry the design loads of the rehabilitation design. New structural members and connections required by this rehabilitation design shall comply with the detailing provisions of this code for new buildings of similar structure, purpose and location.

The damaged second floor masonry walls if repaired to their pre-damaged state and the existing first floor masonry walls are adequate to carry the gravity loads of the existing building.

h. Section 3401.6 – Alternative Compliance

Work performed in accordance with the International Existing Building Code shall be deemed to comply with the provisions of this chapter.

The International Existing Building Code is not automatically adopted under section 101.4 – Referenced Codes of the 2012 IBC, and therefore must be adopted by the jurisdiction to which the building resides. South Carolina has not adopted the Existing Building Code. However, the code provides further guidance on the repair of existing buildings. The building official may allow for the use of the International Existing Building Code in special cases.

i. Section 3405.5 Flood Hazard areas. *For buildings and structures in flood hazard areas established in Section 1612.3, any repair that constitutes substantial improvement of the existing structure, as defined in Section 1612.2, shall comply with the flood design requirements for new construction, and all aspects of the existing structure shall be brought into compliance with the requirements for new construction for flood design .*

3. 2012 International Existing Building Code

a. Section 301.1 – General
... Where this code requires consideration of the seismic force-resisting system of an existing building subject to repair, alteration, change of occupancy, addition or relocation of existing buildings, the seismic evaluation and design shall be based on Section 301.1.4...

b. Section 301.1.4 Evaluation and design procedures. *The seismic evaluation and design shall be based on the procedures specified in the International Building Code, ASCE 41 or ASCE 31.*

The previous two sections allow for ASCE 41 to be used as an analysis and design aid in the repair of damaged buildings.

c. Table 301.1.4.2 – Performance Criteria for Reduced IBC – Level Forces Risk Category

For an IBC risk category II buildings (in accordance with IBC table 1604.5), the required performance level for use with ASCE 41 BSE-1 Earthquake Hazard Level: Life Safety (LS).

ASCE 41 is a performance based standard where buildings can be rehabilitated to meet certain post earthquake damage target states. The target performance level is a combination of a Structural Performance Level and a Nonstructural Performance Level. The four target building performance levels and ranges are operational, immediate occupancy, life safety and collapse prevention.

4. ASCE 41- Seismic Rehabilitation of Existing Buildings

a. Analysis Procedure

The linear static procedure, presented in Section 3.3.1 of ASCE 41 was utilized for the analysis of the building. In the linear static procedure a Pseudo-Lateral Force is calculated to determine the loads on the building and building components. In order to determine the pseudo lateral force on a particular element, the entire system is first analyzed assuming the building deflections are completely in the elastic range with no inelastic deformations. Additionally, during the first iteration, effects related to a pinched hysteresis shape, cyclical stiffness degradation, and strength deterioration on maximum displacement response is not considered. Essentially the system does not exhibit degradation of stiffness or strength during the event. As a guide, some modern moment and braced frame systems are not considered to have strength loss during the event, which is not the case for this building. The entire lateral force resisting system is modeled under these parameters and forces are determined for all components of the system. In accordance with one of the specialty construction chapters, all components in a particular direction are analyzed. For example, to analyze one of the main masonry walls for in-plane shear capacity, Section 7.3.2 – Unreinforced Masonry Walls and Piers In-Plane, would be utilized. Under this section an expected lateral strength is calculated which considers such parameters as base fixity, superimposed dead loadings on the wall, rocking of the wall or wall pier, shear strength of the wall etc. The wall is also analyzed for compressive loads and out-of-plane loads for example. It is then determined if the wall is deformation controlled or force controlled. For in-plane loading the wall is deformation controlled if the expected rocking strength of each wall or wall pier in the line of resistance is less than the lower-bound lateral strength of each wall or wall pier limited by shear or toe compressive stress. Unreinforced masonry walls not meeting

the criteria for deformation-controlled components shall be considered force controlled (7.3.2.3 Acceptance Criteria). For each component, a Demand Capacity Ratio (DCR) is calculated which is simply the force due to gravity and earthquake loads divided by the expected strength of the component (2.4.1.1 Method to determine limitations on use of linear procedures).

DCRs shall be calculated for each action (such as axial force, moment, or shear) of each primary component. The critical action for the component shall be the one with the largest DCR. The DCR for this action shall be termed the critical component DCR. The largest DCR for any element at a particular story is termed the critical element DCR at that story. If any element at a particular story is composed for multiple components, then the component with the largest computed DCR shall define the critical component for the element at that story.

Once the critical DCRs are computed, the pseudo-later force is re-calculated using the maximum DCR value considering inelastic behavior and strength degradation. This Pseudo-lateral force is used to determine the acceptability of component behavior and which elements are required to be rehabilitated. This process is then repeated for the second orthogonal direction. From this analysis, the elements which did not meet the acceptance criteria for the life safety performance Level were supplemented or retrofitted for additional strength.

b. Sections 7.2.2.9 minimum number of tests, and 7.2.2.10 default properties.
In-situ testing of the masonry is required to determine material properties to be used in design unless the linear analysis procedures are utilized in which case the default masonry properties of Table 7-1 may be used. The default masonry properties provided in Table 7-1 are categorized into three separate masonry conditions based on visual observations.

Due to the damage sustained by many of the masonry walls in the second floor and the very poor condition of the first and second floor interior cross walls (left to right), it was concluded that testing of the masonry walls to determine material properties would reveal no additional valuable information. Furthermore, even conservatively considering the lower-bound properties in table 7-1 the length of the right wall and interior wall between Squeeze and Brick was determined to be adequate and not required to be supplemented. **Therefore in the interest of economy it was determined to forgo in-situ testing of the existing masonry walls, which was deemed unnecessary.**

Subject: Re: 213 East Bay repair

From: Thomas Ervin (yaschik@bellsouth.net)

To: hsmith@eastbaycompany.com;

Cc: gregpearce@mvalaw.com;

Date: Friday, January 10, 2014 12:06 PM

Hilton: It was my understanding that the Squeeze folks would have an opportunity to occupy their old space on comparable business terms. I would think they should have that opportunity.

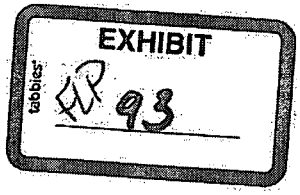
I know you are weighing options regarding the third floor, but I thought the permit application was to be filed already. I don't want to nit-pick, but any delay is a cost to us at 6% per annum.

Best, Tom

Sent from my iPad

On Jan 10, 2014, at 11:16 AM, Hilton Smith <hsmith@eastbaycompany.com> wrote:

> Tom
> Our goal is to be thru this issue within the nest two weeks
> Best
>
> Sent from my iPad
>
>> On Jan 10, 2014, at 10:27 AM, "Joe Shahid" <jshahid@appliedbuildingsciences.com> wrote:
>>
>> Mr. Ervin,
>>
>> We have not submitted the structural drawings for a permit yet. Per the request of Mr. Smith, we are working with contractors to determine the cost of the repair (based on the current drawings) versus the cost of a design that includes a third floor addition. It is my understanding that those cost estimates will determine which design is submitted to the city for permit. Mr. Smith has made it clear that the additional work to design a third floor and determine a cost estimate is to be billed to EBCO. Please feel free to contact us with any questions.
>>
>> Sincerely,
>>
>>
>> M. Joseph Shahid, Jr., PE, RRC, RWC
>>
>> Applied Building Sciences
>> 1890 Milford Street
>> Charleston, SC 29405



Yaschik 2025

>>
>> 843.724.1469 (office)
>> 843.724.1459 (fax)
>> 843.870.7945 (cell)
>>
>>
>>
>> -----Original Message-----
>> From: Paul Kennedy
>> Sent: Friday, January 10, 2014 10:03 AM
>> To: Thomas Ervin
>> Cc: Joe Shahid
>> Subject: RE: 213 East Bay
>>
>> I will have to defer this question to Joe regarding the structural set.
>>
>> Thanks.
>>
>> All the best,
>>
>> Paul Kennedy, AIA, LEED AP
>> APPLIED BUILDING SCIENCES, INC.
>> 1890 Milford Street
>> Charleston, SC 29405
>>
>> pkennedy@appliedbuildingsciences.com
>> 843.724.1456 Office
>> 843.724.1468 Direct
>> 843.724.1458 Fax
>> 843.870.4674 Mobile
>> www.appliedbuildingsciences.com
>>
>>
>>
>> -----Original Message-----
>> From: Thomas Ervin [mailto:yaschik@bellsouth.net]
>> Sent: Friday, January 10, 2014 10:00 AM
>> To: Paul Kennedy
>> Subject: 213 East Bay
>>
>> Paul: Where are we in the permit process?
>>
>> Thanks, Tom
>>
>> Sent from my iPad

From: **Mike Quillen** mquillen30@comcast.net
Subject: FW: Emailing: Image (2).jpg
Date: February 7, 2013, 1:47 PM
To: Thomas Ervin yaschik@bellsouth.net

file - 213 E Bay

Tom: This is what I found the quickest. I have not looked at the lease but normally owner would be carried as additional insured and I do not see that. I will pull the lease and make sure we are in compliance with insurance requirements (I should have already done that). As you can see from my note they did hit us with a hefty premium increase from Ann's policy.

From: Mike Quillen [mailto:mquillen30@comcast.net]
Sent: Tuesday, October 09, 2012 3:02 PM
To: 'sschill@atlanticshield.com'
Cc: 'Matt Quillen' (maquille@vt.edu)
Subject: Emailing: Image (2).jpg
Importance: High

Susie: attached are executed binder letters for 213 East Bay. We will pay annual. I will be in town on Thursday and bring check by the office. I also need to understand an increase of fifty percent in one year and what other options may exist. This seems very excessive. Please confirm receipt.
Mike Quillen

ATLANTIC SHIELD
Insurance Group

1127 Queensborough Blvd. Suite 101, 29464
P.O. Box 2336
Mt. Pleasant, SC 29465
phone 843.856.2909
fax 843.856.3197
www.atlanticshield.com

Date:	October 8, 2012
INSURED:	Michael J. Quillen Family LP
INSURED LOCATION:	213 East Bay Street Charleston SC 29401
INSURER:	Canopius US Insurance & Lloyds of London, Non-Admitted
AM Best RATING:	A- / A
COVERAGE:	COMMERCIAL PACKAGE
POLICY PERIOD:	10/09/2012 TO 10/09/2013

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE QUOTE IS VALID FOR 30 DAYS

LIMITS OF LIABILITY

$1,000,000 Building Coverage any one Loss Occurrence, Replacement Cost
$ 60,000 Loss of Business Income (1/4 limit)

$1,000,000	per Occurrence Liability
$2,000,000	General Aggregate
Included	Products & Completed Operations Limit
$1,000,000	Personal & Advertising Injury Limit

EXHIBIT
tabbies
FF 116

Yaschik 0821

	$ 100,000	Fire Damage to Others Limit
	$ 5,000	Medical Expense Limit
DEDUCTIBLE:	$2,500 All Other Perils 2% Wind and Hail per occurrence 2% Earthquake $500 Bodily Injury/Property Damage	
CAUSE OF LOSS:	Risks of direct physical loss or damage insurance including earthquake and excluding flood	
PREMIUM	$ 9,834.00	
FEE:	$ 300.00	
TAX:	$ 608.04	
TOTAL:	**$10,742.04**	

x Michael J. Pullen
Signature to bind General Partner

10-9-12
Date

[redacted]

auto + home + boat + business + commercial

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002 ("TRIA") under the revised Act cited as Terrorism Risk Insurance Program Reauthorization and Extension Act of 2007 (TRIPRA), that you have a right to purchase insurance coverage for losses arising out acts of terrorism, *as defined in Section 102(1) of the* act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2014 the date on which the TRIPRA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHANGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of $ $1,629.00
m.g.l	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Michael J. Quillen Gen Part.
Policyholder/Applicant's Signature

[redacted]
Omega US Insurance, Inc
Insurer

Michael J. Quillen Gen Part
Print Name MJQ Family Ltd Part.

Policy Number

10-9-12
Date

Invoice

APPLIED BUILDING SCIENCES INC.
ENGINEERS, ARCHITECTS AND ENVIRONMENTAL CONSULTANTS
FEDERAL TAX # 20-1112804

Invoice No.	651.1302B
Issue Date	Due Date
5/30/2013	6/30/2013

Please remit all payments to the Charleston office address below. Thank you.

Bill To	Reference Job
Michael Quillen 15121 Washington Way Bristol, VA 24202	213 East Bay St. Charleston, SC Claim No. 123004389

Date	Service Rendered	Hours	Rate	Amount
4/11/2013	Shoring Revisions (R.K. Dixon Senior Field Tech)	2	65.00	130.00
4/12/2013	Shoring Revisions (R.K. Dixon Senior Field Tech)	2	65.00	130.00
4/23/2013	Design alternative shoring (M.J. Shahid, PE, RRC)	3	165.00	495.00
4/23/2013	Observations of shoring, meet with cause investigators (M.J. Shahid, PE, RRC)	1	165.00	165.00
4/24/2013	Design alternative shoring (M.J. Shahid, PE, RRC)	3.5	165.00	577.50
4/25/2013	Modified shoring design, discussion with Sunbelt scaffold engineer (M.J. Shahid, PE, RRC)	2	165.00	330.00
4/26/2013	Design alternative shoring (M.J. Shahid, PE, RRC)	2	165.00	330.00
4/29/2013	Design alternative shoring (M.J. Shahid, PE, RRC)	3	165.00	495.00
4/30/2013	Travel, site visit, discuss second floor bracing w/ Belfor (M.J. Shahid, PE, RRC)	1	165.00	165.00
4/30/2013	Revise shoring plan; Add additional shoring to drawings (R.K. Dixon Senior Field Tech)	1.5	65.00	97.50
5/2/2013	discuss repairs with MJS and city's architect (P.W. Kennedy, Architect)	4	165.00	660.00
5/2/2013	Bracing design (M.J. Shahid, PE, RRC)	1.5	165.00	247.50
5/2/2013	Conference with PWK regarding bracing and brick repair issues (M.J. Shahid, PE, RRC)	1	165.00	165.00
5/3/2013	Bracing connection design (M.J. Shahid, PE, RRC)	1.5	165.00	247.50
5/6/2013	Revise plans to incorporate facade shoring; Make final revisions (J.J. Greenan, EIT)	4.8	145.00	696.00
5/6/2013	Design alternate bracing (M.J. Shahid, PE, RRC)	3.5	165.00	577.50
5/8/2013	Analyze 2nd floor framing, determine capacity to support scaffolding (J.J. Greenan, EIT)	6.4	145.00	928.00
5/9/2013	2nd floor scaffolding design stamp and publish (M.J. Shahid, PE, RRC)	0.5	165.00	82.50
5/9/2013	Discuss structural issues with PWK, compose email to M. Quillen (M.J. Shahid, PE, RRC)	0.5	165.00	82.50
5/9/2013	Make final changes to 2nd Floor Allowable Scaffolding Loads drawings (R.M. Funcik, EIT)	0.4	115.00	46.00
5/14/2013	Research fire related damage to clay masonry (J.J. Greenan, EIT)	0.5	145.00	72.50

TERMS: Due upon receipt.
After 30 days, a Delinquency Charge of 1.5% will be assessed per month thereafter.

Total

Balance Due

We accept Visa/MasterCard payments for your convenience.

1890 Milford Street * Charleston, SC 29405 * Tel 843.724.1456 * Fax 843.724.1458
1416 Chapin Road * Chapin, SC 29036 * Tel 803.345.3833 * Fax 803.345.2823

PLEASE REMIT ALL PAYMENTS TO THE CHARLESTON OFFICE.

EXHIBIT
tabbies
FLP 150

Invoice

APPLIED BUILDING SCIENCES INC.
ENGINEERS, ARCHITECTS AND ENVIRONMENTAL CONSULTANTS
FEDERAL TAX # 20-1112804

Invoice No.	651.1302B
Issue Date	Due Date
5/30/2013	6/30/2013

Please remit all payments to the Charleston office address below. Thank you.

Bill To	Reference Job
Michael Quillen 15121 Washington Way Bristol, VA 24202	213 East Bay St. Charleston, SC Claim No. 123004389

Date	Service Rendered	Hours	Rate	Amount
5/15/2013	Discuss testing of brick with WPC for determining compressive strength and absorption; Research fire damaged brick veneer repair options (J.J. Greenan, EIT)	3	145.00	435.00
5/15/2013	Site visit: observe fire damage brick veneer and framing; Document floor/ceiling framing above Squeeze (J.J. Greenan, EIT)	5	145.00	725.00
5/16/2013	Discuss repair of floor/ceiling framing above squeeze with MJS and PWK. Download Photos/notes. Create photo log from 5.15 site visit (J.J. Greenan, EIT)	1.5	145.00	217.50
	Clerical Services	2	55.00	110.00
	Total reimbursable expense (research material, digital photos, lab fees, mileage, etc.)		933.24	933.24
	Cost Allocation (telecommunications, faxes, copies, postage & equipment)		184.67	184.67

TERMS: Due upon receipt.
After 30 days, a Delinquency Charge of 1.5% will be assessed per month thereafter.

Total	**$9,325.41**
Balance Due	**$9,325.41**

We accept Visa/MasterCard payments for your convenience.

1890 Milford Street * Charleston, SC 29405 * Tel 843.724.1456 * Fax 843.724.1458
1416 Chapin Road * Chapin, SC 29036 * Tel 803.345.3833 * Fax 803.345.2823

PLEASE REMIT ALL PAYMENTS TO THE CHARLESTON OFFICE.

FLP_000360

RECORD 000546

From: Katherine Haupt <khaupt@appliedbuildingsciences.com>
Sent: Friday, August 09, 2013 3:54 PM
To: mquillen30@comcast.net
Subject: 213 East Bay Street Invoice 700.1313B from Applied Building Sciences
Attachments: Inv_700.1313B_from_Applied_Building_Sciences_Inc._3528.pdf

Our latest invoice for 213 East Bay Street is attached. Please place in line for payment and let me know if you have any questions.

Thank you,

Katherine Haupt
APPLIED BUILDING SCIENCES, INC.
1890 Milford Street
Charleston, SC 29405
Ph: 843.724.1459 (direct line)
Fx: 843.724.1458

Invoice

APPLIED BUILDING SCIENCES INC.
ENGINEERS, ARCHITECTS AND ENVIRONMENTAL CONSULTANTS
FEDERAL TAX # 20-1112804

Invoice No.	700.1313B
Issue Date	Due Date
8/9/2013	9/9/2013

Please remit all payments to the Charleston office address below. Thank you.

Bill To
Mike Quillen 15121 Washington Way Bristol, VA 24202

Reference Job
213 East Bay Street Architectural Services Charleston, SC Services through 07.31.13

Date	Service Rendered	Hours	Rate	Amount
6/25/2013	Seismic Analysis - IBC 2012 and ASCE 7-10 (J.J. Greenan, EIT)	2.7	145.00	391.50
6/27/2013	Discuss Repair progress with John (M.J. Shahid, PE, RRC)	0.5	165.00	82.50
6/28/2013	Scaffold load discussion with Sunbelt (M.J. Shahid, PE, RRC)	0.5	165.00	82.50
6/28/2013	Discuss roof diaphragm design with Preston (J.J. Greenan, EIT)	0.5	145.00	72.50
6/28/2013	Phone conference with Mike Quelin and MJS - Discuss status of design repair (J.J. Greenan, EIT)	0.5	145.00	72.50
7/1/2013	Moment Frame Analysis - AISC 341 and 360 (J.J. Greenan, EIT)	4.5	145.00	652.50
7/2/2013	Moment Frame Analysis - AISC 341 and 360 (J.J. Greenan, EIT)	4.2	145.00	609.00
7/3/2013	Moment Frame Analysis - AISC 341 and 360 (J.J. Greenan, EIT)	6.2	145.00	899.00
7/8/2013	AISC 360 analysis and 2nd order effects analysis - Front Facade Moment Frame (J.J. Greenan, EIT)	4.6	145.00	667.00
7/9/2013	AISC 360 analysis and 2nd order effects analysis - Front Facade Moment Frame (J.J. Greenan, EIT)	3.2	145.00	464.00
7/9/2013	Steel Deck/Joist Selection/Analysis (Preston V. Dukes, EIT)	1.5	95.00	142.50
7/10/2013	AISC 360 analysis and 2nd order effects analysis - Front Facade Moment Frame (J.J. Greenan, EIT)	4	145.00	580.00
7/11/2013	AISC 360 analysis and 2nd order effects analysis - Front Facade Moment Frame (J.J. Greenan, EIT)	2.9	145.00	420.50
7/12/2013	AISC 360 analysis and 2nd order effects analysis - Front Facade Moment Frame (J.J. Greenan, EIT)	4	145.00	580.00
7/14/2013	AISC 360 base plate and anchorage design (J.J. Greenan, EIT)	4	145.00	580.00
7/15/2013	Front wall moment frame design (J.J. Greenan, EIT)	1.3	145.00	188.50
7/15/2013	Design scaffold cribbing and draft cribbing sketch (J.J. Greenan, EIT)	1	145.00	145.00
7/15/2013	Draft structural repair drawings (J.J. Greenan, EIT)	2.1	145.00	304.50
7/15/2013	AISC 360 base plate and anchorage design (J.J. Greenan, EIT)	1.8	145.00	261.00
7/15/2013	Analysis/Roof Design (Preston V. Dukes, EIT)	2.5	95.00	237.50
7/16/2013	Draft structural repair drawings (J.J. Greenan, EIT)	3.5	145.00	507.50
7/16/2013	Analysis/Roof Design (Preston V. Dukes, EIT)	4	95.00	380.00

TERMS: Due upon receipt.
After 30 days, a Delinquency Charge of 1.5% will be assessed per month thereafter.

Total

Balance Due

We accept Visa/MasterCard payments for your convenience.

1890 Milford Street * Charleston, SC 29405 * Tel 843.724.1456 * Fax 843.724.1458
1416 Chapin Road * Chapin, SC 29036 * Tel 803.345.3833 * Fax 803.345.2823

PLEASE REMIT ALL PAYMENTS TO THE CHARLESTON OFFICE.

Invoice

APPLIED BUILDING SCIENCES INC.
ENGINEERS, ARCHITECTS AND ENVIRONMENTAL CONSULTANTS
FEDERAL TAX # 20-1112804

Invoice No.	700.1313B
Issue Date	Due Date
8/9/2013	9/9/2013

Please remit all payments to the Charleston office address below. Thank you.

Bill To	Reference Job
Mike Quillen 15121 Washington Way Bristol, VA 24202	213 East Bay Street Architectural Services Charleston, SC Services through 07.31.13

Date	Service Rendered	Hours	Rate	Amount
7/16/2013	Meeting with structural to discuss status (P.W. Kennedy, Architect)	1	165.00	165.00
7/17/2013	Analysis/Roof Design (Preston V. Dukes, EIT)	6.7	95.00	636.50
7/17/2013	Conference with JDG and PWK, compose email to Mike Quillen (M.J. Shahid, PE, RRC)	1	165.00	165.00
7/17/2013	Roof joist and decking design. Wind uplift and seismic restraint of masonry wall (J.J. Greenan, EIT)	3	145.00	435.00
7/18/2013	Roof joist and decking design. Wind uplift and seismic restraint of masonry wall (J.J. Greenan, EIT)	0.7	145.00	101.50
7/18/2013	Meeting with structural to discuss status (P.W. Kennedy, Architect)	1	165.00	165.00
7/18/2013	Analysis/Roof Design (Preston V. Dukes, EIT)	8.6	95.00	817.00
7/19/2013	Roof joist and decking design. Wind uplift and seismic restraint of masonry wall (J.J. Greenan, EIT)	0.5	145.00	72.50
7/19/2013	Review sunbelt cribbing design by DHC engineering and reply to sunbelt (email and phone) (J.J. Greenan, EIT)	1	145.00	145.00
7/19/2013	Analysis/Roof Design (Preston V. Dukes, EIT)	8.3	95.00	788.50
7/22/2013	Review/Analysis (Preston V. Dukes, EIT)	8.3	95.00	788.50
7/22/2013	Floor joist analysis over walk-in cooler (M.J. Shahid, PE, RRC)	0.5	165.00	82.50
7/22/2013	Out of plane wall anchorage design (J.J. Greenan, EIT)	6.6	145.00	957.00
7/23/2013	Discuss frame design with JJG (M.J. Shahid, PE, RRC)	1	165.00	165.00
7/23/2013	Out of plane wall anchorage design (J.J. Greenan, EIT)	1.5	145.00	217.50
7/23/2013	Out of plane wall anchorage design (J.J. Greenan, EIT)	6.9	145.00	1,000.50
7/23/2013	Review Design standards: ASCE 41, ASCE 31, FEMA 547 (J.J. Greenan, EIT)	1.5	145.00	217.50
7/24/2013	Conference with JJG (M.J. Shahid, PE, RRC)	1	165.00	165.00
7/24/2013	Review/Analysis (Preston V. Dukes, EIT)	7.4	95.00	703.00
7/24/2013	Out of plane wall anchorage design (J.J. Greenan, EIT)	6.7	145.00	971.50
7/25/2013	Conference with JJG and Meeting with Mike Quillen (M.J. Shahid, PE, RRC)	4.5	165.00	742.50
7/25/2013	Review/Analysis (Preston V. Dukes, EIT)	5.9	95.00	560.50
7/25/2013	Client Meeting/Team Discussions (Preston V. Dukes, EIT)	1.4	95.00	133.00

TERMS: Due upon receipt.
After 30 days, a Delinquency Charge of 1.5% will be assessed per month thereafter.

Total

Balance Due

We accept Visa/MasterCard payments for your convenience.

1890 Milford Street * Charleston, SC 29405 * Tel 843.724.1456 * Fax 843.724.1458
1416 Chapin Road * Chapin, SC 29036 * Tel 803.345.3833 * Fax 803.345.2823

PLEASE REMIT ALL PAYMENTS TO THE CHARLESTON OFFICE.

Invoice

APPLIED BUILDING SCIENCES INC.
ENGINEERS, ARCHITECTS AND ENVIRONMENTAL CONSULTANTS
FEDERAL TAX # 20-1112804

Invoice No.	700.1313B
Issue Date	Due Date
8/9/2013	9/9/2013

Please remit all payments to the Charleston office address below. Thank you.

Bill To	Reference Job
Mike Quillen 15121 Washington Way Bristol, VA 24202	213 East Bay Street Architectural Services Charleston, SC Services through 07.31.13

Date	Service Rendered	Hours	Rate	Amount
7/25/2013	Meeting regarding status with owners and discuss in house (P.W. Kennedy, Architect)	1	165.00	165.00
7/25/2013	Draft Repair drawings in AutoCAD (J.J. Greenan, EIT)	7.3	145.00	1,058.50
7/26/2013	Review/Analysis (Preston V. Dukes, EIT)	0.8	95.00	76.00
7/26/2013	Draft Repair drawings in AutoCAD (J.J. Greenan, EIT)	4.3	145.00	623.50
7/29/2013	HSS column design (Preston V. Dukes, EIT)	7.8	95.00	741.00
7/29/2013	Front Facade moment frame analysis and design (J.J. Greenan, EIT)	6.7	145.00	971.50
7/30/2013	HSS column design (Preston V. Dukes, EIT)	7	95.00	665.00
7/30/2013	Front Facade moment frame analysis and design (J.J. Greenan, EIT)	8	145.00	1,160.00
7/31/2013	Parapet connection design (Preston V. Dukes, EIT)	2	95.00	190.00
7/31/2013	HSS column design (Preston V. Dukes, EIT)	4.8	95.00	456.00
7/31/2013	Parapet connection design (Preston V. Dukes, EIT)	2	95.00	190.00
7/31/2013	Front Facade moment frame analysis and design (J.J. Greenan, EIT)	4.2	145.00	609.00
	Clerical Services	2	55.00	110.00
	Cost Allocation (telecommunications, faxes, copies, postage & equipment)		574.44	574.44

TERMS: Due upon receipt.
After 30 days, a Delinquency Charge of 1.5% will be assessed per month thereafter.

Total	**$26,104.94**
Balance Due	**$26,104.94**

We accept Visa/MasterCard payments for your convenience.

1890 Milford Street * Charleston, SC 29405 * Tel 843.724.1456 * Fax 843.724.1458
1416 Chapin Road * Chapin, SC 29036 * Tel 803.345.3833 * Fax 803.345.2823

PLEASE REMIT ALL PAYMENTS TO THE CHARLESTON OFFICE.

FLP_000364

RECORD 000550

From: Katherine Haupt <khaupt@appliedbuildingsciences.com>
Sent: Friday, September 06, 2013 3:57 PM
To: mquillen30@comcast.net
Subject: 213 East Bay Street Invoice 700.1313C from Applied Building Sciences
Attachments: Inv_700.1313C_from_Applied_Building_Sciences_Inc._4580.pdf

Our latest invoice for 213 East Bay Street is attached. Please place in line for payment and let me know if you have any questions.

Thank you,

Katherine Haupt
APPLIED BUILDING SCIENCES, INC.
1890 Milford Street
Charleston, SC 29405
Ph: 843.724.1459 (direct line)
Fx: 843.724.1458

Invoice

APPLIED BUILDING SCIENCES INC.
ENGINEERS, ARCHITECTS AND ENVIRONMENTAL CONSULTANTS
FEDERAL TAX # 20-1112804

Invoice No.	700.1313C
Issue Date	Due Date
9/6/2013	10/6/2013

Please remit all payments to the Charleston office address below. Thank you.

Bill To	Reference Job
Mike Quillen 15121 Washington Way Bristol, VA 24202	213 East Bay Street Architectural Services Charleston, SC

Date	Service Rendered	Hours	Rate	Amount
8/1/2013	Draft Structural Repair details in AutoCAD (J.J. Greenan, EIT)	6	145.00	870.00
8/2/2013	Draft Structural Repair details in AutoCAD (J.J. Greenan, EIT)	3.6	145.00	522.00
8/2/2013	Front Facade moment frame analysis and design (J.J. Greenan, EIT)	0.8	145.00	116.00
8/4/2013	Draft Structural Repair details in AutoCAD (J.J. Greenan, EIT)	2	145.00	290.00
8/5/2013	Parapet bracing design/drawings. Out-of-plane wall bracing design/drawings (J.J. Greenan, EIT)	7.4	145.00	1,073.00
8/6/2013	Parapet bracing design/drawings. Out-of-plane wall bracing design/drawings (J.J. Greenan, EIT)	2	145.00	290.00
8/14/2013	Discuss repairs with structural and owner; discuss status with DWG and request preliminary observations (P.W. Kennedy, Architect)	1.5	165.00	247.50
8/15/2013	Finalize two story repair design (J.J. Greenan, EIT)	6.2	145.00	899.00
8/16/2013	Finalize two story repair design (J.J. Greenan, EIT)	1.6	145.00	232.00
8/19/2013	Conference call to discuss status with owner; discuss status with DWG (P.W. Kennedy, Architect)	1.5	165.00	247.50
8/19/2013	Conference with JJG, PWK, and Mike Quillen regarding the progress of structural drawings (M.J. Shahid, PE, RRC)	1	165.00	165.00
8/19/2013	Finalize two story design (J.J. Greenan, EIT)	7.5	145.00	1,087.50
8/20/2013	Meeting with JJG and Mr. Ervin (M.J. Shahid, PE, RRC)	1	165.00	165.00
8/20/2013	Finalize two story design (J.J. Greenan, EIT)	7.9	145.00	1,145.50
8/20/2013	Architectural drawings and code research (P.W. Kennedy, Architect)	3	165.00	495.00
8/21/2013	Finalize two story design (J.J. Greenan, EIT)	6.3	145.00	913.50
8/21/2013	Architectural drawings and code research (P.W. Kennedy, Architect)	3	165.00	495.00
8/22/2013	Finalize two story design (J.J. Greenan, EIT)	6.6	145.00	957.00
8/22/2013	Architectural drawings and code research (P.W. Kennedy, Architect)	3	165.00	495.00
8/23/2013	Discussion with JJG regarding brick connection (M.J. Shahid, PE, RRC)	1	165.00	165.00
8/23/2013	Finalize two story design (J.J. Greenan, EIT)	5	145.00	725.00
8/23/2013	Architectural drawings and code research (P.W. Kennedy, Architect)	2.5	165.00	412.50

TERMS: Due upon receipt.
After 30 days, a Delinquency Charge of 1.5% will be assessed per month thereafter.

Total

Balance Due

We accept Visa/MasterCard payments for your convenience.

1890 Milford Street * Charleston, SC 29405 * Tel 843.724.1456 * Fax 843.724.1458
1416 Chapin Road * Chapin, SC 29036 * Tel 803.345.3833 * Fax 803.345.2823

PLEASE REMIT ALL PAYMENTS TO THE CHARLESTON OFFICE.

Invoice

APPLIED BUILDING SCIENCES INC.
ENGINEERS, ARCHITECTS AND ENVIRONMENTAL CONSULTANTS

FEDERAL TAX # 20-1112804

Invoice No.	700.1313C
Issue Date	Due Date
9/6/2013	10/6/2013

Please remit all payments to the Charleston office address below. Thank you.

Bill To
Mike Quillen 15121 Washington Way Bristol, VA 24202

Reference Job
213 East Bay Street Architectural Services Charleston, SC

Date	Service Rendered	Hours	Rate	Amount
8/26/2013	Repair drawings and design; site visit with Wayne to measure windows and verify floor plans (P.W. Kennedy, Architect)	1	165.00	165.00
8/26/2013	Finalize structural design and drawings (J.J. Greenan, EIT)	6.2	145.00	899.00
8/27/2013	Finalize structural design and drawings (J.J. Greenan, EIT)	9	145.00	1,305.00
8/27/2013	Repair drawings and design; site visit with Wayne to measure windows and verify floor plans (P.W. Kennedy, Architect)	1.5	165.00	247.50
8/27/2013	Discuss brick repair and frame attachment with JJG and RKD. Review drawings (M.J. Shahid, PE, RRC)	1.5	165.00	247.50
8/28/2013	Repair drawings and design; site visit with Wayne to measure windows and verify floor plans (P.W. Kennedy, Architect)	1	165.00	165.00
8/28/2013	Site visit with MJS. Measure and record front wall structural framing and parapet dimensions. Discuss retrofit options with Doug (J.J. Greenan, EIT)	4	145.00	580.00
8/28/2013	Finalize structural design and drawings (J.J. Greenan, EIT)	3.7	145.00	536.50
8/29/2013	Finalize structural design and drawings (J.J. Greenan, EIT)	1.6	145.00	232.00
8/28/2013	On-site meeting with Doug Scott Re 213 E Bay brick tie-back, review of draft structural plans (M.J. Shahid, PE, RRC)	3	165.00	495.00
8/29/2013	file/photo review; structural drawing review; on-site observations (D.W. Butler, Architect Intern)	7	115.00	805.00
8/29/2013	Repair drawings and design; site visit with Wayne to measure windows and verify floor plans (P.W. Kennedy, Architect)	4.5	165.00	742.50
8/30/2013	Digital drawing review (D.W. Butler, Architect Intern)	1	115.00	115.00
8/30/2013	Finalize structural design and drawings (J.J. Greenan, EIT)	7.7	145.00	1,116.50
8/30/2013	Repair drawings and design; site visit with Wayne to measure windows and verify floor plans (P.W. Kennedy, Architect)	2	165.00	330.00
	THIRD FLOOR OPTION			
8/7/2013	Braced Frame Analysis/Design (Preston V. Dukes, EIT)	7.8	95.00	741.00
8/7/2013	Research retrofit options of 3rd floor addition (J.J. Greenan, EIT)	9.2	145.00	1,334.00

TERMS: Due upon receipt.
After 30 days, a Delinquency Charge of 1.5% will be assessed per month thereafter.

Total

Balance Due

We accept Visa/MasterCard payments for your convenience.

1890 Milford Street * Charleston, SC 29405 * Tel 843.724.1456 * Fax 843.724.1458
1416 Chapin Road * Chapin, SC 29036 * Tel 803.345.3833 * Fax 803.345.2823

PLEASE REMIT ALL PAYMENTS TO THE CHARLESTON OFFICE.

Invoice

APPLIED BUILDING SCIENCES INC.
ENGINEERS, ARCHITECTS AND ENVIRONMENTAL CONSULTANTS
FEDERAL TAX # 20-1112804

Invoice No.	700.1313C
Issue Date	Due Date
9/6/2013	10/6/2013

Please remit all payments to the Charleston office address below. Thank you.

Bill To	Reference Job
Mike Quillen 15121 Washington Way Bristol, VA 24202	213 East Bay Street Architectural Services Charleston, SC

Date	Service Rendered	Hours	Rate	Amount
8/8/2013	Braced Frame Analysis/Design (Preston V. Dukes, EIT)	6.9	95.00	655.50
8/8/2013	Research retrofit options of 3rd floor addition (J.J. Greenan, EIT)	7.5	145.00	1,087.50
8/9/2013	Research retrofit options of 3rd floor addition (J.J. Greenan, EIT)	6.8	145.00	986.00
8/9/2013	Braced Frame Analysis/Design (Preston V. Dukes, EIT)	7.5	95.00	712.50
8/12/2013	Braced Frame Design/Analysis (Preston V. Dukes, EIT)	6.9	95.00	655.50
8/12/2013	Conference with JJG, compose email to M. Quillen regarding 3rd floor concept (M.J. Shahid, PE, RRC)	1	165.00	165.00
8/12/2013	Structural analysis considering 3rd floor addition (J.J. Greenan, EIT)	4.3	145.00	623.50
8/14/2013	Structural analysis considering 3rd floor addition (J.J. Greenan, EIT)	0.5	145.00	72.50
	Clerical Services	2	55.00	110.00
	Total reimbursable expense (digital photos, mileage, etc.)		173.36	173.36
	Cost Allocation (telecommunications, faxes, copies, postage & equipment)		610.48	610.48

TERMS: Due upon receipt.
After 30 days, a Delinquency Charge of 1.5% will be assessed per month thereafter.

Total	**$27,916.34**
Balance Due	**$27,916.34**

We accept Visa/MasterCard payments for your convenience.

1890 Milford Street * Charleston, SC 29405 * Tel 843.724.1456 * Fax 843.724.1458
1416 Chapin Road * Chapin, SC 29036 * Tel 803.345.3833 * Fax 803.345.2823

PLEASE REMIT ALL PAYMENTS TO THE CHARLESTON OFFICE.

From: Katherine Haupt <khaupt@appliedbuildingsciences.com>
Sent: Friday, September 20, 2013 9:29 AM
To: mquillen30@comcast.net
Subject: 213 East Bay Street Invoice 700.1313D from Applied Building Sciences
Attachments: Inv_700.1313D_from_Applied_Building_Sciences_Inc._3616.pdf

Our latest invoice for 213 East Bay Street is attached. Please place in line for payment and let me know if you have any questions.

Thanks and have a good weekend.

Katherine Haupt
APPLIED BUILDING SCIENCES, INC.
1890 Milford Street
Charleston, SC 29405
Ph: 843.724.1459 (direct line)
Fx: 843.724.1458

Invoice

APPLIED BUILDING SCIENCES INC.
ENGINEERS, ARCHITECTS AND ENVIRONMENTAL CONSULTANTS
FEDERAL TAX # 20-1112804

Invoice No.	700.1313D
Issue Date	Due Date
9/20/2013	10/20/2013

Please remit all payments to the Charleston office address below. Thank you.

Bill To	Reference Job
Mike Quillen 15121 Washington Way Bristol, VA 24202	213 East Bay Street Architectural Services Charleston, SC

Date	Service Rendered	Hours	Rate	Amount
9/9/2013	Architectural design, code research, historic BAR research etc (P.W. Kennedy, Architect)	6	165.00	990.00
9/9/2013	Consultant background drawings (D.W. Butler, Architect Intern)	3.5	115.00	402.50
9/10/2013	Drawings (D.W. Butler, Architect Intern)	3.5	115.00	402.50
9/10/2013	Architectural design, code research, historic BAR research etc (P.W. Kennedy, Architect)	1.5	165.00	247.50
9/11/2013	Drawings (D.W. Butler, Architect Intern)	1	115.00	115.00
9/11/2013	Print revised drawings for review/ review (J.J. Greenan, EIT)	0.7	145.00	101.50
9/11/2013	Architectural design, code research, historic BAR research etc (P.W. Kennedy, Architect)	3	165.00	495.00
9/12/2013	Drawings (D.W. Butler, Architect Intern)	3	115.00	345.00
9/12/2013	Structural details and design review (J.J. Greenan, EIT)	6.6	145.00	957.00
9/12/2013	Architectural design, code research, historic BAR research etc (P.W. Kennedy, Architect)	3	165.00	495.00
9/13/2013	Drawings (D.W. Butler, Architect Intern)	2	115.00	230.00
9/13/2013	Architectural design, code research, historic BAR research etc (P.W. Kennedy, Architect)	5	165.00	825.00
9/13/2013	Meet Belfor on site (J.J. Greenan, EIT)	2.8	145.00	406.00
9/13/2013	Design braced frame at interior partition wall. Re check front moment for reduced sizes (J.J. Greenan, EIT)	7.2	145.00	1,044.00
	Clerical Services	1.5	55.00	82.50
	Total reimbursable expense (digital photos, mileage, etc.)		669.2885	669.29
	Cost Allocation (telecommunications, faxes, copies, postage & equipment)		425.31	425.31

TERMS: Due upon receipt. After 30 days, a Delinquency Charge of 1.5% will be assessed per month thereafter.	**Total**	**$19,997.10**
	Balance Due	**$19,997.10**

We accept Visa/MasterCard payments for your convenience.

1890 Milford Street * Charleston, SC 29405 * Tel 843.724.1456 * Fax 843.724.1458
1416 Chapin Road * Chapin, SC 29036 * Tel 803.345.3833 * Fax 803.345.2823

PLEASE REMIT ALL PAYMENTS TO THE CHARLESTON OFFICE.

From: Katherine Haupt <khaupt@appliedbuildingsciences.com>
Sent: Friday, October 11, 2013 12:04 PM
To: mquillen30@comcast.net
Subject: 213 East Bay Street Invoice 700.1313E from Applied Building Sciences
Attachments: Inv_700.1313E_from_Applied_Building_Sciences_Inc_2944.pdf

Our latest invoice for 213 East Bay Street is attached. Please place in line for payment and let me know if you have any questions.

Thank you,

Katherine Haupt
APPLIED BUILDING SCIENCES, INC.
1890 Milford Street
Charleston, SC 29405
Ph: 843.724.1459 (direct line)
Fx: 843.724.1458

Invoice

APPLIED BUILDING SCIENCES INC.
ENGINEERS, ARCHITECTS AND ENVIRONMENTAL CONSULTANTS
FEDERAL TAX # 20-1112804

Invoice No.	700.1313E
Issue Date	Due Date
10/11/2013	11/11/2013

Please remit all payments to the Charleston office address below. Thank you.

Bill To	Reference Job
Mike Quillen 15121 Washington Way Bristol, VA 24202	213 East Bay Street Architectural Services Charleston, SC

Date	Service Rendered	Hours	Rate	Amount
	DWG, Inc. Consulting Invoice (paid for by ABS)		949.33	949.33

TERMS: Due upon receipt.
After 30 days, a Delinquency Charge of 1.5% will be assessed per month thereafter.

Total	**$949.33**
Balance Due	**$949.33**

We accept Visa/MasterCard payments for your convenience.

1890 Milford Street * Charleston, SC 29405 * Tel 843.724.1456 * Fax 843.724.1458
1416 Chapin Road * Chapin, SC 29036 * Tel 803.345.3833 * Fax 803.345.2823

PLEASE REMIT ALL PAYMENTS TO THE CHARLESTON OFFICE.

From: Katherine Haupt <khaupt@appliedbuildingsciences.com>
Sent: Monday, December 02, 2013 12:01 PM
To: mquillen30@comcast.net
Subject: 213 East Bay Street Invoice from Applied Building Sciences
Attachments: Inv_700.1313D_from_Applied_Building_Sciences_Inc._2452.pdf

I know you are usually prompt with payments so I just wanted to remind you that the attached invoice for 213 East Bay Street is past due. We received a payment of $1,997.10; however, there is a balance due totaling $18,000.

Please advise when we should expect to receive this payment.

Thank you,

Katherine Haupt
APPLIED BUILDING SCIENCES, INC.
1890 Milford Street
Charleston, SC 29405
Ph: 843.724.1459 (direct line)
Fx: 843.724.1458

Invoice

APPLIED BUILDING SCIENCES INC.
ENGINEERS, ARCHITECTS AND ENVIRONMENTAL CONSULTANTS
FEDERAL TAX # 20-1112804

Invoice No.	700.1313D
Issue Date	Due Date
9/20/2013	10/20/2013

Please remit all payments to the Charleston office address below. Thank you.

Bill To	Reference Job
Mike Quillen 15121 Washington Way Bristol, VA 24202	213 East Bay Street Architectural Services Charleston, SC

Date	Service Rendered	Hours	Rate	Amount
9/9/2013	Architectural design, code research, historic BAR research etc (P.W. Kennedy, Architect)	6	165.00	990.00
9/9/2013	Consultant background drawings (D.W. Butler, Architect Intern)	3.5	115.00	402.50
9/10/2013	Drawings (D.W. Butler, Architect Intern)	3.5	115.00	402.50
9/10/2013	Architectural design, code research, historic BAR research etc (P.W. Kennedy, Architect)	1.5	165.00	247.50
9/11/2013	Drawings (D.W. Butler, Architect Intern)	1	115.00	115.00
9/11/2013	Print revised drawings for review/ review (J.J. Greenan, EIT)	0.7	145.00	101.50
9/11/2013	Architectural design, code research, historic BAR research etc (P.W. Kennedy, Architect)	3	165.00	495.00
9/12/2013	Drawings (D.W. Butler, Architect Intern)	3	115.00	345.00
9/12/2013	Structural details and design review (J.J. Greenan, EIT)	6.6	145.00	957.00
9/12/2013	Architectural design, code research, historic BAR research etc (P.W. Kennedy, Architect)	3	165.00	495.00
9/13/2013	Drawings (D.W. Butler, Architect Intern)	2	115.00	230.00
9/13/2013	Architectural design, code research, historic BAR research etc (P.W. Kennedy, Architect)	5	165.00	825.00
9/13/2013	Meet Belfor on site (J.J. Greenan, EIT)	2.8	145.00	406.00
9/13/2013	Design braced frame at interior partition wall. Re check front moment for reduced sizes (J.J. Greenan, EIT)	7.2	145.00	1,044.00
	Clerical Services	1.5	55.00	82.50
	Total reimbursable expense (digital photos, mileage, etc.)		669.2885	669.29
	Cost Allocation (telecommunications, faxes, copies, postage & equipment)		425.31	425.31

TERMS: Due upon receipt.
After 30 days, a Delinquency Charge of 1.5% will be assessed per month thereafter.

Total	**$19,997.10**
Balance Due	**$18,000.00**

We accept Visa/MasterCard payments for your convenience.

1890 Milford Street * Charleston, SC 29405 * Tel 843.724.1456 * Fax 843.724.1458
1416 Chapin Road * Chapin, SC 29036 * Tel 803.345.3833 * Fax 803.345.2823

PLEASE REMIT ALL PAYMENTS TO THE CHARLESTON OFFICE.

From: Katherine Haupt <khaupt@appliedbuildingsciences.com>
Sent: Wednesday, July 10, 2013 3:25 PM
To: mquillen30@comcast.net
Subject: 213 East Bay Street Invoices
Attachments: Scanned from a Xerox multifunction device.pdf

We would like to bring your attention to the attached past due invoice for 213 East Bay Street. I realize one of the attached invoices is current; however, I didn't want it to get overlooked.

Please advise when we should expect to receive payment.

Thank you,

Katherine Haupt
Applied Building Sciences, Inc.
1890 Milford Street
Charleston, SC 29405
Direct: 843-724-1459
Main: 843-724-1456
Fax: 843-724-1458
www.appliedbuildingsciences.com

Invoice

APPLIED BUILDING SCIENCES INC.
ENGINEERS, ARCHITECTS AND ENVIRONMENTAL CONSULTANTS

FEDERAL TAX # 20-1112804

Invoice No.	700.1313
Issue Date	Due Date
6/7/2013	7/7/2013

Please remit all payments to the Charleston office address below. Thank you.

Bill To	Reference Job
Mike Quillen 15121 Washington Way Bristol, VA 24202	213 East Bay Street Architectural Services Charleston, SC

Date	Service Rendered	Hours	Rate	Amount
4/18/2013	Conference call to discuss architectural services; review emails from owner (P.W. Kennedy, Architect)	3.5	165.00	577.50
4/19/2013	Site visit to view current conditions (P.W. Kennedy, Architect)	4	165.00	660.00
4/26/2013	Discuss repairs with masonry contractor and MJS for possible BAR review (P.W. Kennedy, Architect)	3	165.00	495.00
5/6/2013	Code research, discuss status with owner and contractor (P.W. Kennedy, Architect)	3	165.00	495.00
5/8/2013	Meet DWG onsite and discuss status of MEP items (P.W. Kennedy, Architect)	2.5	165.00	412.50
5/9/2013	Code research, discuss status with owner and contractor (P.W. Kennedy, Architect)	1	165.00	165.00
5/9/2013	Discuss status in office and discuss structural items (P.W. Kennedy, Architect)	4	165.00	660.00
5/9/2013	Site visit to discuss status and meet city architect (P.W. Kennedy, Architect)	2.5	165.00	412.50
5/10/2013	Code research, discuss status with owner and contractor (P.W. Kennedy, Architect)	2.5	165.00	412.50
5/10/2013	Discuss status in office and discuss structural items (P.W. Kennedy, Architect)	6	165.00	990.00
5/10/2013	Conference call with M Quillen (M.J. Shahid, PE, RRC)	1	165.00	165.00
5/10/2013	Meeting with PWK and SAH regarding structural isues and timing (M.J. Shahid, PE, RRC)	2	165.00	330.00
5/13/2013	Draft floor plans and code research (P.W. Kennedy, Architect)	3	165.00	495.00
5/14/2013	Conference with SAH, contact BELFOR, contact Doug Scott (M.J. Shahid, PE, RRC)	1	165.00	165.00
5/14/2013	Conference with MJS (S.A. Harvey, Architect)	1	195.00	195.00
5/15/2013	Site survey with Paul, including travel time (L.E. Ulmer, Architect)	2.8	165.00	462.00
5/14/2013	Draft floor plans and code research (P.W. Kennedy, Architect)	5	165.00	825.00
5/15/2013	Field measurements (P.W. Kennedy, Architect)	2.8	165.00	462.00
5/15/2013	Draft floor plans and code research (P.W. Kennedy, Architect)	3	165.00	495.00
5/16/2013	Draft floor plans and code research (P.W. Kennedy, Architect)	3	165.00	495.00
5/16/2013	Research lime mortar and brick standards (M.J. Shahid, PE, RRC)	2	165.00	330.00
5/17/2013	Draft floor plans and code research (P.W. Kennedy, Architect)	2	165.00	330.00
5/17/2013	Bracing review (M.J. Shahid, PE, RRC)	1	165.00	165.00
5/17/2013	Bracing plan change to accommodate ropes versus wood frame (M.J. Shahid, PE, RRC)	1	165.00	165.00

TERMS: Due upon receipt.
After 30 days, a Delinquency Charge of 1.5% will be assessed per month thereafter.

Total

Balance Due

We accept Visa/MasterCard payments for your convenience.

1890 Milford Street * Charleston, SC 29405 * Tel 843.724.1456 * Fax 843.724.1458
1416 Chapin Road * Chapin, SC 29036 * Tel 803.345.3833 * Fax 803.345.2823

PLEASE REMIT ALL PAYMENTS TO THE CHARLESTON OFFICE.

Invoice

APPLIED BUILDING SCIENCES INC.
ENGINEERS, ARCHITECTS AND ENVIRONMENTAL CONSULTANTS

FEDERAL TAX # 20-1112804

Invoice No.	700.1313
Issue Date	Due Date
6/7/2013	7/7/2013

Please remit all payments to the Charleston office address below. Thank you.

Bill To	Reference Job
Mike Quillen 15121 Washington Way Bristol, VA 24202	213 East Bay Street Architectural Services Charleston, SC

Date	Service Rendered	Hours	Rate	Amount
5/17/2013	Prepare brick repair protocol (M.J. Shahid, PE, RRC)	1	165.00	165.00
5/20/2013	Code research, coordination, and floor plans (P.W. Kennedy, Architect)	3.5	165.00	577.50
5/21/2013	Code research, coordination, and floor plans (P.W. Kennedy, Architect)	4	165.00	660.00
5/22/2013	Code research, coordination, and floor plans (P.W. Kennedy, Architect)	2	165.00	330.00
5/23/2013	Code research, coordination, and floor plans (P.W. Kennedy, Architect)	3.5	165.00	577.50
5/24/2013	Code research, coordination, and floor plans (P.W. Kennedy, Architect)	2	165.00	330.00
5/28/2013	Discuss slab coring locations with Soil Consultants (J.J. Greenan, EIT)	0.5	145.00	72.50
5/29/2013	Discuss design and email M. Quillen (M.J. Shahid, PE, RRC)	0.5	165.00	82.50
5/29/2013	Travel, site visit, and review of ongoing repairs (M.J. Shahid, PE, RRC)	1.5	165.00	247.50
5/29/2013	Floor framing analysis - 2nd Floor (J.J. Greenan, EIT)	4	145.00	580.00
5/30/2013	ASCE 31 and ASCE 41 review (J.J. Greenan, EIT)	2.1	145.00	304.50
5/30/2013	Site visit with Paul. Take measurements, discuss current repairs/shoring with Belfor (J.J. Greenan, EIT)	3.4	145.00	493.00
5/30/2013	Site visit w/ John; review repairs w/ Belfor (P.W. Kennedy, Architect)	3.4	165.00	561.00
5/30/2013	Review repair and documentation information with Paul (S.A. Harvey, Architect)	0.8	195.00	156.00
5/31/2013	Review ASCE 7-10 and FEMA 547 for analysis and repair options (J.J. Greenan, EIT)	2	145.00	290.00
5/31/2013	Discuss repair/shoring options with Doug on site. Discuss roof framing and repair options with Martin and Tom of Belfor (J.J. Greenan, EIT)	2.5	145.00	362.50
	Clerical Services	2	55.00	110.00
	Total reimbursable expense (digital photos, mileage, etc.)		1,442.73	1,442.73
	Cost Allocation (telecommunications, faxes, copies, postage & equipment)		365.82	365.82
	Received retainer		-3000.00	-3,000.00

TERMS: Due upon receipt
After 30 days, a Delinquency Charge of 1.5% will be assessed per month thereafter.

Total	**$15,067.05**
Balance Due	**$15,067.05**

We accept Visa/MasterCard payments for your convenience.

1890 Milford Street * Charleston, SC 29405 * Tel 843.724.1456 * Fax 843.724.1458
1416 Chapin Road * Chapin, SC 29036 * Tel 803.345.3833 * Fax 803.345.2823

PLEASE REMIT ALL PAYMENTS TO THE CHARLESTON OFFICE.

Invoice

APPLIED BUILDING SCIENCES INC.
ENGINEERS, ARCHITECTS AND ENVIRONMENTAL CONSULTANTS
FEDERAL TAX # 20-1112804

Invoice No.	700.1313A
Issue Date	Due Date
7/2/2013	8/2/2013

Please remit all payments to the Charleston office address below. Thank you.

Bill To	Reference Job
Mike Quillen 15121 Washington Way Bristol, VA 24202	213 East Bay Street Architectural Services Charleston, SC

Date	Service Rendered	Hours	Rate	Amount
5/22/2013	Coordinate slab corings with Soil Consultants (J.J. Greenan, EIT)	1.3	145.00	188.50
5/22/2013	Review Code Requirements for repairs (J.J. Greenan, EIT)	1	145.00	145.00
5/23/2013	Phone conversation with Mike at Soil Consultants (J.J. Greenan, EIT)	0.3	145.00	43.50
5/28/2013	Code research (P.W. Kennedy, Architect)	1.5	165.00	247.50
5/29/2013	Discuss structural repairs (P.W. Kennedy, Architect)	3	165.00	495.00
5/30/2013	Site visit to meet with Belfor, and draft floor plans (P.W. Kennedy, Architect)	6	165.00	990.00
5/30/2013	Develop analysis worksheet (Preston V. Dukes)	8	95.00	760.00
6/3/2013	Coordinate structural repair w/ architectural plan (J.J. Greenan, EIT)	1.8	145.00	261.00
6/3/2013	Drawings and repair work (P.W. Kennedy, Architect)	2	165.00	330.00
6/3/2013	Discuss repair-renovation options with Joe Shahid (A.J. Schweickhardt, PE)	0.4	195.00	78.00
6/4/2013	Drawings and repair work (P.W. Kennedy, Architect)	6	165.00	990.00
6/4/2013	Worksheet Development for Design and Analysis (Preston V. Dukes)	10	95.00	950.00
6/5/2013	2012 IBC/IEBC code review (J.J. Greenan, EIT)	3.5	145.00	507.50
6/5/2013	Drawings and repair work (P.W. Kennedy, Architect)	4	165.00	660.00
6/5/2013	Discuss roof drainage, scuppers with PWK (L.E. Polk, RRC)	0.5	165.00	82.50
6/6/2013	Meet with structural to discuss status; meet with owner to discuss (P.W. Kennedy, Architect)	4.5	165.00	742.50
6/6/2013	Discuss repair options (J.J. Greenan, EIT)	0.3	145.00	43.50
6/6/2013	Discuss analysis with Preston/ 2012 IBC Code review (J.J. Greenan, EIT)	1.3	145.00	188.50
6/6/2013	Conference with Mike Quillen (J.J. Greenan, EIT)	1.5	145.00	217.50
6/6/2013	Conference with Mike Quillen (M.J. Shahid, PE, RRC)	1.5	165.00	247.50
6/6/2013	Discuss framing issues with John Greenan (M.J. Shahid, PE, RRC)	0.5	165.00	82.50
6/6/2013	Prepare letter for rope tie-back re-routing (M.J. Shahid, PE, RRC)	0.5	165.00	82.50
6/10/2013	ASCE 41 Analysis of existing structure (J.J. Greenan, EIT)	1	145.00	145.00
6/11/2013	Follow up with structure and building officials (P.W. Kennedy, Architect)	2	165.00	330.00
6/11/2013	ASCE 41 Analysis of existing structure (J.J. Greenan, EIT)	2.4	145.00	348.00
6/12/2013	Follow up with structure and building officials (P.W. Kennedy, Architect)	2	165.00	330.00
6/12/2013	ASCE 41 Analysis of existing structure (J.J. Greenan, EIT)	7.5	145.00	1,087.50

TERMS: Due upon receipt.
After 30 days, a Delinquency Charge of 1.5% will be assessed per month thereafter.

Total

Balance Due

We accept Visa/MasterCard payments for your convenience.

1890 Milford Street * Charleston, SC 29405 * Tel 843.724.1456 * Fax 843.724.1458
1416 Chapin Road * Chapin, SC 29036 * Tel 803.345.3833 * Fax 803.345.2823

PLEASE REMIT ALL PAYMENTS TO THE CHARLESTON OFFICE.

Currently - 127,748.55
April 1 - 132,858.49
or 11,071.54 per mo.

COMMERCIAL LEASE AND DEPOSIT RECEIPT

Tenant: Charleston T & T	Term: Five (5) Years
Date Signed: March 14, 1997	Initial Monthly Base Rental $ 8750.00
Effective Date: April 1, 1997	Renewal Date: December 31, 2001*

*90 day notice to renew

RECEIVED FROM Charleston T & T hereinafter referred to as Tenant,

the sum of $ 8750.00 (Eight Thousand Seven Hundred Fifty DOLLARS),

evidenced by check, as a deposit which, shall be applied as follows:

	RECEIVED	PAYABLE PRIOR TO OCCUPANCY
Rent for the period from July 1 1997 to July 31, 1997	$ 8750.00	$
Last Month's Rental	$	$
Security Deposit	$	$ 8750.00 due prior
Key Deposit	$	$ to March25,19
Cleaning charge	$	$
Other	$	$
TOTAL	$ 8750.00	$ 8750.00 due prior to March 25, 1997

STATE OF SOUTH CAROLINA, COUNTY OF Charleston

THIS AGREEMENT entered into this 14th day of March 19 97

between Charleston T & T hereinafter referred to as Tenant,

and 213 East Bay Associates Inc. Landlord, or Agent for the Landlord, hereinafter referred to as Landlord.

WITNESSETH:

1. PREMISES. That, Landlord, in consideration of rents, covenants and conditions mentioned herein, to be paid, kept, performed and observed by Tenant does hereby demise, lease and let unto Tenant, and Tenant does hereby hire and take from Landlord the premises known as:

213 East Bay Street to include entire premises and parking area in the garage behind the building that is included in the title to this property.

2. TERM. To have and to hold said leased premises for the term of ~~Five (5) Years~~
beginning April 1, 1997
and ending March 31, 2002

Tenant shall have five (5) options to renew of Five (5) years each.
Landlord agrees to give tenant three (3) months rent abatement beginning April 1, 1997.
Landlord agrees to give tenant $7500.00 at delivery of premises for heat and air system for unfinished space in rear and to include the installation of firewalls to meet codes for restaurant and bar. Tenant shall pay any amount over the $7500.00.
Tenant has the right to sublet.
Landlord agree to give tenant first right of refusalto buy property should landlord elect to sell. Tenant shall have 30 days from notice to enter into a contract agreeable to both parties.
The rental amount shall increase by 4% per year during term and any renewal

EXHIBIT 1

3. RENTAL. Tenant shall pay to the Landlord, a monthly base rental and additional rent as follows:

(A) MONTHLY BASE RENTAL. Tenant shall pay a Monthly Base Rental to Landlord for each calendar month during the term of this lease or any renewal thereof, in advance on or before the first day of each succeeding month. The amount of the Monthly Base Rental for the first year of this lease shall be Eight Thousand Seven Hunred Fifty ---------- Dollars ($ 8750.00). The rental for the first month of the term of this lease shall be paid at the date of the execution hereof. If such date be other than the first day of the calendar month, such first rental payment shall be prorated for the period between the effective date of this lease and the first day of the following month.

(1) MONTHLY BASE RENTAL ADJUSTMENTS. The Monthly Base Rental shall be subject to an annual accumulative adjustment upward on each anniversary date of this lease for the succeeding twelve months. Said annual rental adjustment shall be determined by increasing the Monthly Base Rental an amount equal to the sum of subparagraphs A below applied to the previous 12 months of this lease, or any renewal thereof.

(a) STEP UP. The Monthly Base Rental shall be increased annually as follows:

4% per year during initial term and any renewals.

(b) ~~COST OF LIVING INCREASE.~~ The Monthly Base Rental shall be increased annually by an amount equal to any percentage increase during the previous twelve (12) months in the Consumer Price Index for All Urban Consumers (82-84 = 100), as shown by the most recent published CPI preceding each anniversary date of this lease.

(c) INSURANCE. The Monthly Base Rental shall be increased annually by an amount equal to one twelfth of any increase during the previous twelve (12) months in the annual cost of fire and extended coverage insurance on the leased premises, whether by reason of increased coverage or by increase in rate. Landlord shall keep the premises adequately insured at a reasonable rate.

(d) UTILITIES. The Minimum Base Rental shall be increased annually by the amount of any increase during the previous twelve (12) months in the average monthly cost of utility and scavenger services paid or payable by Landlord, whether by reason of increases in rates or by increase in service or consumption. Said cost of services includes cost of all such services not paid by tenants for such items as electricity, gas, water, sewer, garbage collection, etc.

(B) ADDITIONAL RENT. In addition to the Monthly Base Rental and its annual accumulative adjustments, Tenant shall pay Additional Rent as indicated herein below in subparagraphs ----------

(1) TAX INCREASE. Tenant shall pay annually a sum equal to any increase in real estate taxes (ad valorem, special assessments, or any other government charges) over those assessed for 19---------- on a pro rata basis. Presentation of copies of tax bills shall constitute sufficient evidence of additional rent due and shall be payable within fifteen (15) days after receipt thereof. Tenant shall be charged additional rent only for that portion of the calendar year during which this lease was in effect.

(2) PERCENTAGE OF GROSS SALES. Tenant shall pay annually a sum equal to ---------- percent, (---------- %) of gross sales, as herein defined, in excess of ---------- Dollars ($ ----------), in any lease year. Gross sales as used herein shall be the amount of the gross sales as indicated on the Tenant's South Carolina State Tax Report (Form ST-3). Tenant shall deliver to Landlord a certified copy of each monthly report within ten (10) days after report is due to the South Carolina Tax Commission. Lease year as used herein shall be the period of one year's duration commencing on the effective day of the lease and each successive period of one full year commencing on the anniversary of said effective date. Tenant shall deliver to Landlord within ---------- days following the end of each lease year written statement signed and certified by Tenant to be a true and correct statement of the amount of gross sales during the preceding lease year. Tenant shall at the same time pay the amount of Additional Rent due (if any) as a percentage of the excess over the amount herein stated.

(3) COMMON AREA MAINTENANCE. Tenant shall pay on the first day of each month, in advance, a fee equal to the Tenant's pro rata share of the cost of maintaining common areas. Tenant's common area maintenance fee for the remaining portion of the calendar year in which this lease became effective shall be Dollars ($----------) per month. Said fee shall be adjusted at the end of each calendar year to reflect any increase in cost during said year. Common areas include all areas used in common with the other Tenants of the property of which the leased premises is a part, for the convenience or welfare of all tenants' customers collectively. Common area maintenance shall include (if applicable) the cleaning, striping and repairing of parking areas (surfacing not included) and the managing, cleaning and repairing of all common areas, including but not limited to the following:

(C) PRORATION OF CHARGES. If the leased premises described herein are less than the entire property, the increases in Monthly Base Rental adjustments, Additional Rent and all other charges required by this lease shall be determined by proration on the same ratio that the rentable floor area of the leased premises bears to the rentable floor areas of the entire property. It is agreed that the leased premises contains ---------- square feet of rentable area of the entire property is ---------- square feet, resulting in a percentage ratio factor of ---------- percent (----------).

(D) ADDITIONAL CHARGES. Any charges due Landlord by Tenant, including but not limited to, damage to premises, legal fees, cost of default remedies, and past due charges for utilities, insurance, cleaning, maintenance and repairs, etc. or for work done on the premises by order of Tenant, shall be considered as Additional Rent due (in addition to all other rent payable) and shall be included in any lien for rent. In the event any documentary stamp tax, or tax levied on rental or leasing of the premises is required the cost shall be paid by tenant upon demand. The cost of a credit report on the Tenant, which may be required at the Landlord's option shall be paid by the Tenant.

4. SECURITY DEPOSIT. Any security deposit required by Landlord and paid by Tenant shall be retained as security (interest free) for the faithful performance by Tenant of all terms, covenants and conditions herein. Landlord may at any time apply said deposit or any part thereof against any default by Tenant of any of the terms, covenants and conditions of this lease. In such event, Tenant shall upon demand deposit with Landlord the amount so applied that Landlord shall have the full amount of the deposit on hand at all times during the terms of this lease. Upon the expiration of this lease the Tenant shall surrender possession of the leased premises as required in paragraph 25 herein. Landlord is given permission to deduct from said security deposit the cost of any unusual cleaning or repairs to the property, upon vacating of Tenant. Security deposit is not a part of the rental and subsequently cannot be deducted from the rent of the last month of this tenancy. Security deposit or any remaining portion will be returned within 15 days after the termination of this tenancy or completion of the repairs necessitated by Tenant's misuse of the premises. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within three days after receiving written notice from the Landlord or Agent.

5. TENANT'S UTILITIES. Tenant shall pay all charges or bills for all utility and scavenger services used by the Tenant, EXCEPT:

No exceptions

6. USE OF PREMISES. Tenant agrees to use entire leased premises for : any use permitted as per zoning

[redacted]

7. EXAMINATION OF PREMISES. Tenant has examined the leased premises and is familiar with their present condition. Tenant, relying solely on said examination, agrees to accept premises in their present condition except for the specific items listed herein or itemized on attached check-in list.

FLP_000002

RECORD 000566

8. DELAY OF POSSESSION. If Landlord is unable to deliver possession of leased premises on the effective date of this lease, by reason of the holding over of a prior Tenant or for any other reason, this lease shall not be affected or impaired in any way and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom. The effective date of this lease however, shall not begin until the delivery of possession. If Landlord, however, is unable to deliver possession of the premises to Tenant by April 1 1997, 19_____. Tenant shall have the right to cancel this lease upon written notice delivered to Landlord and upon such cancellation Landlord and Tenant shall each be released and discharged from all liability under this lease. In such case any deposit or prepaid rent shall be promptly returned to Tenant. Should Landlord be unable to deliver possession of the premises to Tenant by April 1 1997, Tenant shall have the right to cancel this lease upon written notice delivered to Landlord and upon such cancellation Landlord and Tenant shall each be released and discharged from all liability under this lease. In such case any deposit or prepaid rent shall be promptly returned to Tenant.

9. TENANT'S PARKING. Parking of vehicles owned or operated by Tenant or Tenant's employees is hereby limited, restricted or prohibited, as follows:

all available space in rear of building as part of the title to this property.

10. LIABILITY INSURANCE. Tenant shall not carry any stock of goods or do anything in or about the leased premises which will in any way restrict or invalidate any insurance coverage of the leased premises. Tenant agrees to pay upon demand as additional rent any increase in premiums of insurance carried by the Landlord on the leased premises resulting from the Tenant's use or occupancy. Tenant shall keep in full force and effect, at Tenant's expense, insurance for plate glass, personal property, trade fixtures, and property damages, as well as a public liability policy in which both Tenant and Landlord shall be named as the insured with the following minimum coverage:

$1,000,000 liability shall be maintained by tenant

11. MAINTENANCE AND REPAIRS. Landlord shall repair and maintain the foundation, roof, outer walls and structural members of the leased premises. Tenant shall, at Tenant's sole expense make all other repairs necessary to maintain the leased premises, both interior and exterior, ordinary and extraordinary including window glass, plate glass, storefronts, doors, windows, screens, awnings, locks, keys, weather stripping and thresholds, as well as all interior walls, floors, ceilings, and floor coverings. Tenant's responsibility to maintain the premises shall also include the servicing, repair, maintenance, and if caused by Tenant's neglect, replacement of the plumbing, electrical, ventilating, heating and air conditioning systems, including all pipes, wiring, fixtures, filters, equipment, machinery, boilers, furnaces, compressors and appliances. Tenant shall also repair and be responsible for any damage caused by stoppage, breakage, leakage, overflow, discharge or freezing of plumbing pipes, soil lines, or fixtures. If any part of the leased premises is damaged by the Tenant, or Tenant's employees, agents or invitees or by any breaking and entering of said premises, or by any attempt to break and enter leased premises, Tenant shall provide Landlord with immediate written notification of all damages to the premises. After notification and approval of the Landlord, repairs shall be made promptly at Tenant's expense so as to restore said premises to its previous condition. If Tenant refuses or neglects to commence necessary repairs within ten (10) days after written demand, or does not complete such repairs within a reasonable time thereafter, Landlord may make said repairs without liability to Tenant for any loss or damage that may accrue to Tenant's stock, business or fixtures by reason thereof, and if Landlord makes such repairs, Tenant shall pay to Landlord, on demand, as Additional Rent, the cost thereof. Tenant's failure to pay shall constitute a default of this lease. Repairs that are the Landlord's responsibility shall be made within a reasonable time after written notice from the Tenant. Tenant's failure to give or unreasonable delay in giving notice of needed repairs or defects shall make Tenant liable for any loss or damage resulting from delay of needed repairs.

12. REGULATIONS AND SANITATION. Tenant shall keep the leased premises clean, safe, sanitary and in compliance with laws, ordinances and requirements of any legally constituted public authority. Tenant shall keep broom clean all areas in and around lease premises that are not included in Common Area Maintenance, such as front sidewalks and area behind building. Cleaning includes removing of any trash or refuse deposited on the leased premises or adjacent public area by Tenant, Tenant's customers, or anyone else. In the event of non-compliance by Tenant, Landlord shall have the right to have said areas cleaned, trash and refuse removed and charge the expense to Tenant as Additional Rent which shall be due and payable upon demand. Non-payment of which shall constitute default of the lease. Tenant shall employ if Landlord determines it is necessary, a reputable pest extermination company at regular intervals.

13. ALTERATIONS. Tenant shall make no alterations, additions, improvements, or rewiring in or to the leased premises without the consent of Landlord. All additions, or improvements to the building including carpeting, tile, other floor covering, wall covering, ceiling tile, etc., made with or without Landlord's written consent shall become part of the premises, and the property of Landlord upon installation. Trade fixtures and office furniture shall be installed so as to be readily removable without injury to the premises and any injury caused by said removal shall be repaired forthwith at Tenant's expense. Said trade fixtures shall be removed from the premises before the end of this lease or shall become part of the premises and the property of Landlord. Tenant shall not install or maintain any equipment, partitions, furniture, etc., which the weight or operation thereof would tend to injure or be detrimental to the leased premises or would unreasonably annoy or disturb other Tenants.

14. ASSIGNMENT OR SUBLEASE. Tenant shall not, without written consent of Landlord, in each case, assign, transfer, mortgage, pledge or otherwise encumber or dispose of this lease, or sublet leased premises or any part thereof or permit the premises to be occupied by other persons. Such consent shall not be unreasonably withheld. If this lease is assigned, or if the leased premises or any part thereof be sublet or occupied by anyone other person, firm, office or corporation without written permission of Landlord, it will not relieve Tenant of any obligations under the terms of this lease, and if sublet, assigned or occupied without the Landlord's permission, this lease may, at the option of the Landlord, be terminated by seven day written notice. In the event Tenant shall sublease the leased premises in accordance herewith for rentals in excess of those rentals payable hereunder, Tenant shall pay to Landlord monthly in advance as Additional Rent hereunder, one half of all such excess rent. Any proposed assignee that proposes to assume Tenant's obligations hereunder shall execute a satisfactory assumption agreement before consent shall be given.

15. SIGNS OR AWNINGS. Tenant shall place no signs, notices, pictures, or advertising matter upon the exterior of the leased premises except with the written consent of the Landlord. Any and all signs placed on the leased premises by Tenant shall be maintained in compliance with rules and regulations governing such signs. The Tenant shall be responsible to Landlord for any damages by installation, use, maintenance or removal of said signs. Any electrical service needed for signs shall be installed at the Tenant's expense.

16. WAIVER OF RIGHTS. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon Tenant's strict compliance with Tenant's obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms of this lease at a future time. The rights and remedies created by this lease are cumulative and the use of one remedy shall not be taken to exclude the right to the use of another.

17. RULES AND REGULATIONS. Landlord reserves the right at any time to make further rules and regulations as in Landlord's judgment may be necessary for the safety, care, appearance, and cleanliness of the premises and the preservation of good order therein, and such other rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been contained herein at the time of execution hereof.

18. RIGHT OF ENTRY. Landlord without being liable for trespass or damages, shall have the right to enter leased premises during reasonable hours to examine same or to make repairs, additions, or alterations as Landlord may deem necessary for the safety, comfort, appearance, or preservation thereof, or to exhibit said premises. Entry shall also be allowed to post "FOR RENT" notice, during the thirty days before the expiration of this lease. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this agreement. In accordance with this right, Tenant shall give Landlord a key to any and all locks, security systems and burglar alarms. Tenant shall not change or install new locks or security systems without the written consent of Landlord.

19. LIENS. Tenant shall not create any liens for labor or materials against Landlord's interest in the leased premises. All persons contracting with the Tenant for the erection, installation, alteration, repair or demolition of any building or other improvements on the leased premises, and all material suppliers, contractors, mechanics, and laborers are hereby charged with notice that they must look to the Tenant and to the Tenant's interests only in the leased premises to secure the payment of any bill for work done or material furnished during the rental period created by this lease. In the event that liens are placed on record against the leased premises by contractors, mechanics, laborers, material suppliers, etc. because of action by Tenant it will constitute a default of this lease.

20. **DAMAGE OR DESTRUCTION OF PREMISES.** If premises are totally destroyed by fire or other casualty, this lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If premises are damaged but not wholly destroyed by fire or other casualty, rental shall abate in such proportion as use of premises has been lost to the Tenant. Landlord shall restore premises to substantially the same condition as prior to damage as speedily as practicable, whereupon full rental shall commence.

21. **DAMAGE TO PERSONAL PROPERTY.** All personal property, merchandise, fixtures and equipment placed or moved into the leased premises shall be at the risk of Tenant or the owners thereof, and Landlord shall not be liable for any damages, loss of theft of said personal property, merchandise, fixtures, or equipment, from any cause whatsoever.

22. **CONDEMNATION.** If the whole of the leased premises, or such portion thereof as will make said premises unusable for the purpose herein leased, be condemned by any legally constituted authority, this lease shall terminate on the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover from the public authority compensation for damage caused by condemnation. Neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority. In the event only such portion of the leased premises is acquired by condemnation as will leave the remaining premises, after alteration and repairs, in condition suitable for use by Tenant, the monthly rental payments from the day of such acquisition to the end of the original or any extended term of this lease shall be reduced in proportion to the resulting loss of use of leased premises by Tenant. In the event of such partial acquisition and reduction in rent, Landlord shall make promptly at Landlord's expense, all necessary alterations and repairs which shall be required, to restore the premises to a safe and usable condition.

23. **INDEMNITY AND LIABILITY.** Tenant shall indemnify and save Landlord harmless from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from the management of the business conducted by Tenant on the leased premises. Landlord shall not be liable, and Tenant waives all claims for damage to person or property sustained by Tenant, its employees or agents, resulting from the condition of, the leased premises, or any equipment or such as may result from any accident in or about the leased premises or which may result directly or indirectly from any act of neglect of any other Tenant of the property of which the leased premises is a part.

24. **REVERSION.** Tenant shall surrender to Landlord, at the end of the term of this lease or upon cancellation of this lease, said leased premises broom clean and in as good condition as the leased premises were at the beginning of the term of this lease, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted, or Tenant will pay to Landlord all damages that Landlord may suffer because of Tenant's failure to do so. Tenant will indemnify and save Landlord harmless from and against all claims made by any succeeding Tenant of said premises against Landlord because of delay in delivering possession of leased premises, so far as such delay is occasioned by failure of Tenant to so surrender leased premises. Security deposit may be withheld as payment or partial payment of repairs or unusual cleaning needed after Tenant vacates.

25. **EFFECTIVE DATE OF LEASE.** This lease shall become effective as a binding agreement only upon the execution and delivery thereof by both Landlord and Tenant. If this lease is signed by one party and submitted to the other party, then it shall constitute an offer to lease which is subject to revocation at any time prior to execution by the other party and delivery of a fully executed copy to the submitting party.

26. **NOTICES.** Tenant hereby appoints as Tenant's agent to receive service of all notices required under this lease as well as all dispossessory distraint notices, the person in charge of leased premises or occupying said premises, at the time notice is delivered. If no person is in charge of, or occupying said premises, the service of such notice may be made by attaching the same in the main entrance to said premises. A copy of all notices under this lease shall also be sent to Tenant's last known address, if different from said premises.

27. **BANKRUPTCY.** If Tenants shall be adjudicated bankrupt or as insolvent or take the benefit of any Federal reorganization or make a general assignment or take the benefit of any insolvent law, or if a Trustee in bankruptcy or a receiver be appointed or elected for Tenant, under Federal or State law, this lease at the option of the Landlord shall expire and end seven (7) days after Landlord gives Tenant written notice, UNLESS, the Tenant's Trustee immediately cures any default of Tenant hereunder and provides (in compliance with Federal and State laws) adequate assurance of future performance of Tenant's obligations hereunder.

28. **BEYOND LANDLORD'S CONTROL.** None of the acts, promises, covenants, or obligations on the part of the Tenant to be kept, performed or not performed as the case may be, nor the obligation of the Tenant to pay rent, Additional Rent or other charges or payments shall be in anywise waived, excused or affected by reason of the Landlord being unable at any time during the term of this lease, to supply, or to delay in supplying heat, light, elevator service or any other service expressed or implied on the part of the Landlord to be supplied; or by reason of the Landlord being unable to make any alterations, repairs, or decorations, or to supply any equipment or fixtures, or any other promise, covenant, or obligations on the part of the Landlord to be performed, if the Landlord's inability or delay is caused by circumstances or events beyond the Landlord's control.

29. **KEYS.** Landlord shall provide Tenant with one key per lock, and the Tenant is responsible for accounting for all keys provided or duplicated and shall return all keys of leased premise to the Landlord upon termination or cancellation of this lease and/or Tenant's vacating said premises. Landlord shall have the right, if in the Landlord's sole judgment it is necessary, to require the Tenant at Tenant's expense to replace locks, and to supply Landlord with one key to the new locks. The Landlord shall retain a master key or pass key to the premises, including all security locks and systems. Tenant shall not change or install new locks or security systems without written approval from Landlord.

30. **ESTOPPEL CERTIFICATES.** Tenant shall from time to time, within ten days following written notice from Landlord, execute, acknowledge and deliver to the Landlord a written statement certifying that this lease is in full force and effect. This statement should also state whether or not the Landlord is in default in performance of any covenant or condition of this lease. The failure of the Tenant to execute, acknowledge and deliver to the Landlord a statement in accordance with this covenant shall constitute an acknowledgment by the Tenant that this lease is unmodified and in full force and effect, and shall constitute a waiver of any defaults by the Landlord which may have existed prior to the date of such notice.

31. **PEACEFUL POSSESSION.** Subject to the terms, covenants and conditions of this lease, the Tenant shall have, hold and enjoy possession of the leased premises, subject to the rights of the holders of any mortgage which now covers said premises or which may hereafter be placed on leased premises by Landlord. Tenant's rights are also subject to any underlying lease now or later covering the entire property of which the leased property is a part. Tenant shall execute any necessary lease subordination agreement at the Landlord's request.

32. **DEFAULT.** If Tenant fails to pay rent, including Additional Rent on or before the due dates as herein stated (TIME IS OF THE ESSENCE) this lease shall be in default. If Tenant fails to cure such default within five (5) days after written notice from Landlord; or if Tenant shall be in default in performing any of the terms, covenants and conditions of this lease other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the receipt of written notice of default from Landlord; or if leased premises shall be abandoned or deserted for fifteen (15) days, or if this lease is assigned to any other person, firm, office or corporation, without the permission of Landlord as required in paragraph 15 herein, this lease at the Landlord's option shall expire and terminate seven (7) days after Landlord delivers written notice to Tenant of such condition or default and Tenant shall immediately quit and surrender said premises to Landlord. In the event of any such default or breach of performance, the Landlord without any further notice or demand of any kind to the Tenant, may terminate this lease and reenter and forthwith repossess the entire premises and without being liable for trespass or damage shall re-let, lease or demise the premises to another Tenant without any hinderance or prejudice to Landlord's right to distrain for any past due rent, Additional Rent, and rent from the time of such default or termination until the premises were leased or rented to another Tenant. The collection by Landlord of rent for the unexpired term shall entitle Tenant to all Tenant's rights of this lease during the period for which the rent may have been collected.

33. **ASSIGNMENT OF CHATTELS.** Tenant h__y pledges and assigns to Landlord all the furniture, fix__s, goods, equipment and chattels of Tenant which shall or may be brought or put on said premises as security for the payment of said rent, and Tenant agrees that said lien may be enforced by distraint or foreclosure, at the election of Landlord. It is understood and agreed that any merchandise, fixtures, furniture, or equipment left in the premises when Tenant vacates shall be deemed to have been abandoned by Tenant and by such abandonment, Tenant relinquishes any right or interest therein and Landlord is authorized to sell, dispose of or destroy same.

34. **ATTORNEY'S FEE.** In the event Landlord successfully defends any action by the Tenant, or if it is necessary for Landlord to employ an attorney for the collection of rent or any other sum due hereunder, or to enforce any covenant of this lease, or the termination of this lease, or for the possession of the leased premises or any part thereof, the Tenant shall pay all costs, including reasonable attorney's fees.

35. **AGENT.** Tenant acknowledges that the aforementioned N/A is the managing agent for the owner(s) of the leased premises. Tenant shall pay all rent payable under this lease to said agent. The right to collect said rentals shall be governed by the written agreement between Landlord and agent for the management of the leased premises and shall terminate with the expiration of said management agreement or any renewal thereof.

36. **DEFINITIONS.** "Landlord" as used in this lease shall include the owner or owners of the property and/or the aforementioned managing agent as well as the Landlord's heirs, representatives, assigns and successors in title to premises. "Tenant" shall include Tenant, Tenant's heirs and representatives, and if this lease shall be assigned or sublet, shall include also Tenant assignees or sublessees, as to premises covered by such assignment or sublease. "Agent" shall include agent, agent's successors, assigns, heirs and representatives. "Landlord," "Tenant," and "Agent," including male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

37. **SPECIAL STIPULATIONS.** Insofar as the following stipulations conflict with any of the provisions herein, the following stipulations shall control:

Tenant shall be responsible for the following in addition to base rent:
1. real estate taxes 2. user fees 3. fire and extended coverage insurance
4. liability insurance 5. all maintenance to include roof, exterior of building, electrical, heat and air systems, plumbing
It is understood that this is a net lease and all expenses/assessments associated with this property shall be paid by tenant.
Landlord understands that the tenant is going to renovate the property to accommodate a restaurant/bar and hereby approves said renovations.

38. **ENTIRE AGREEMENT.** This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the leased premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

THIS IS A LEGALLY BINDING CONTRACT. TENANT IS ADVISED TO SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. TENANT ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, Landlord and Tenant have executed these premises, the day and year first above written.

Witness as to Tenant — Tenant

Witness as to Tenant — Tenant

Witness as to Landlord (or Agent) — Landlord (or Agent)

Witness as to Landlord (or Agent) — Landlord (or Agent)

THIS IS A LEGALLY BINDING CONTRACT. TENANT IS ADVISED TO SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. TENANT ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS AGREEMENT.

The printed matter in this form approved by the CHARLESTON TRIDENT ASSOCIATION OF REALTORS®

Form 901 / Revised 1091 — COPYRIGHT PENDING

COMMERCIAL LEASE AND DEPOSIT RECEIPT

dba Squeeze

Tenant: R & R Entertainment Term: 1 year (with Two 5 year options)
Date Signed: March 15TH 2006 Initial Monthly Base Rental: $
Effective Date: April 1, 2006 Renewal Date: March 31, 2007

RECEIVED FROM R & R Entertainment
hereinafter referred to as Tenant,
the sum of $ 2300 (Twenty Three Hundred DOLLARS)
evidenced by as a deposit which, shall be applied as follows:
Rent due 1st of month late after 5th 4% late charge

	RECEIVED	PAYABLE PRIOR TO OCCUPANCY
Rent for the period from ____ to ____	$	$
Last Month's Rental	$	$ 2300
Security Deposit 2300	$	$
Key Deposit	$	$
Cleaning charge	$	$
Other	$	$
TOTAL	$	$ 2300

STATE OF SOUTH CAROLINA, COUNTY OF Charleston

THIS AGREEMENT entered into this 15 day of March, 2006 20 06
between R & R Entertainment dba Squeeze hereinafter referred to as Tenant,
and Charleston Inc Landlord, or Agent for the Landlord,
hereinafter referred to as Landlord.

WITNESSETH:

1. PREMISES. That Landlord, in consideration of rents, covenants and conditions mentioned herein, to be paid, kept, performed and observed by Tenant does hereby demise, lease and let unto Tenant, and Tenant does hereby rent and take from Landlord the premises known as:

213A East Bay Street
approximately 1100 square feet

2. TERM. To have and to hold said leased premises for the term of 1 year
beginning April 1, 2006
and ending March 31, 2007

Base Rent to Start June 1st 2006 -
Base Rent for year 1 is $2300 Twenty Three Hundred (10 months)
Base Rent for year 2 is $2700 Twenty Seven Hundred
Tenant responsible for 12% (Twelve) of Gross building
Tax and Insurance Triple Net lease includes building maintenance

3. RENT. Tenant shall pay to the Landlord, a Monthly Base Rental and Additional Rent as follows:

(A) MONTHLY BASE RENTAL. Tenant shall pay a Monthly Base Rental to Landlord for each calendar month during the term of this lease or any renewal thereof, in advance on or before the first day of each succeeding month. The amount of the Monthly Base Rental for the first year of this lease shall be Twenty Three Hundred On ten ($ 2300).

The rental for the first month of the term of this lease shall be paid at the date of execution hereof. If such date be other than the first day of the calendar month, such first rental payment shall be prorated for the period between the effective date of this lease and the first day of the following month.

(1) MONTHLY BASE RENTAL ADJUSTMENTS. The Monthly Base Rental shall be subject to an annual accumulative adjustment upward on each anniversary date of this lease for the succeeding twelve months. Said annual rental adjustment shall be determined by increasing the Monthly Base Rental an amount equal to the sum of subparagraphs ____ below applied to the previous 12 months of this lease, or any renewal thereof.

(a) STEP UP. The Monthly Base Rental shall be increased annually as follows:
4% annually Starting April 1, 2008

(b) COST OF LIVING INCREASE. The Monthly Base Rental shall be increased annually by an amount equal to any percentage increase during the previous twelve (12) months in the Consumer Price Index for all Urban Consumers (82-84 = 100), as shown by the most recent published CPI preceding each anniversary date of this lease.

(c) INSURANCE. The Monthly Base Rental shall be increased annually by an amount equal to one twelfth of any increase during the previous twelve (12) months in the annual cost of fire and extended coverage insurance for the leased premises, whether by reason of increased coverage or by increase in rate. Landlord shall keep the premises adequately insured at a reasonable rate.

(d) UTILITIES. The Minimum Base Rental shall be increased annually by the amount of any increase during the previous twelve (12) months in the average monthly cost of utility and scavenger services paid or payable by Landlord, whether by reason of increase in rate or by increase in service or consumption. Said cost of services includes cost of all such services not paid by tenants for such items as electricity, gas, water, sewer, garbage collection etc.

EXHIBIT 2 tabbies

(B) ADDITIONAL RENT. In addition to the Monthly Base Rental and its annual accumulative adjustments, Tenant shall pay Additional Rent as indicated herein below in subparagraphs _____

(1) TAX INCREASE. Tenant shall pay annually a sum equal to any increase in real estate taxes (ad valorem, special assessments, or any other government charges) over those assessed for 19_____, on a pro rata basis. Presentation of copies of tax bills shall constitute sufficient evidence of additional rent due and shall be payable within fifteen (15) days after receipt thereof. Tenant shall be charged additional rent only for that portion of the calendar year during which this lease was in effect.

(2) PERCENTAGE OF GROSS SALES. Tenant shall pay annually a sum equal to _____ percent (_____%) of gross sales, as herein defined, in excess of _____ Dollars ($_____). In any lease year. Gross sales as used herein shall be the amount of the gross sales as indicated on the Tenant's South Carolina State Tax Report (form ST-3). Tenant shall deliver to Landlord a certified copy of each monthly report within ten (10) days after report is due to the South Carolina Tax Commission. Lease year as used herein shall be the period of one year's duration commencing on the effective day of the lease and each successive period of one full year commencing on the anniversary of said effective date. Tenant shall deliver to Landlord within _____ days following the end of each lease year written statement signed and certified by Tenant to be true and correct statement of the amount of gross sales during the preceding lease year. Tenant shall at the same time pay the amount of Additional Rent due (if any) as a percentage of the excess over the amount herein stated.

(3) COMMON AREA MAINTENANCE. Tenant shall pay on the first day of each month, in advance, a fee equal to the Tenant's pro rata share of the cost of maintaining common areas. Tenant's common area maintenance fee for the remaining portion of the calendar year in which this lease became effective shall be Dollars ($_____) per month. Said fee shall be adjusted at the end of each calendar year to reflect any increase in cost during said year. Common areas include all areas used in common with the other Tenants of the property of which the leased premises is a part, for the convenience or welfare of all tenants' customers collectively. Common area maintenance shall include (if applicable) the cleaning, striping and repairing of parking areas (sidewalks not included) and the mowing, cleaning and repairing of all common areas, including but not limited to the following:

(C) PRORATION OF CHARGES. If the leased premises described herein are less than the entire property, the increases in Monthly Base Rental adjustments, Additional Rent and all other charges required by this lease shall be determined by proration on the same ratio that the rentable floor area of the leased premises bears to the rentable floor areas of the entire property. It is agreed that the leased premises contains _____ square feet of rentable area of the entire property is _____ square feet, resulting in a percentage ratio factor of _____ percent (_____%).

(D) ADDITIONAL CHARGES. Any charges due Landlord by Tenant, including but not limited to, damage to premises, legal fees, cost of default remedies, and past due charges for utilities, insurance, cleaning, maintenance and repairs, etc., or for work done on the premises by order of Tenant, shall be considered as Additional Rent due (in addition to all other rent payable), and shall be included in any lien for rent. In the event any documentary stamp tax, or tax levied on rental or leasing of the premises is required the cost shall be paid by tenant upon demand. The cost of a credit report on the Tenant, which may be requested at the Landlord's option shall be paid by the Tenant.

4. SECURITY DEPOSIT. Any security deposit required by Landlord and paid by Tenant shall be retained as security (interest free) for the faithful performance by Tenant of all terms, covenants and conditions herein. Landlord may at any time apply said deposit or any part thereof against any default by Tenant of any of the terms, covenants and conditions of this lease. In such event, Tenant shall upon demand deposit with Landlord the amount so applied that Landlord shall have the full amount of the deposit on hand at all times during the term of this lease. Upon the expiration of this lease the Tenant shall surrender possession of the leased premises as required in paragraph 25 herein. Landlord if given permission to deduct from said security deposit the cost of any unusual cleaning or repairs to the property, upon vacating of Tenant. Security deposit is not a part of the rental and subsequently cannot be deducted from the rent of the last month of this tenancy. Security deposit or any remaining portion will be returned within 15 days after the termination of this tenancy or completion of the repair necessitated by Tenant's misuse of the premises. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within three days after receiving written notice from the Landlord or Agent.

5. TENANT'S UTILITIES. Tenant shall pay all charges or bills for all utility and scavenger services used by the Tenant, EXCEPT:

Landlord pays all utilities

6. USE OF PREMISES. Tenant agrees to use entire leased premises for

Barber

and for no other purposes. Pets, animals or birds may not be kept on the premises without the Landlord's permission. These premises may not be used for sleeping quarters or apartments, for games of chance or any form of gambling, immoral conduct or any other illegal activity.

7. EXAMINATION OF PREMISES. Tenant has examined the leased premises and is familiar with their present condition. Tenant, relying solely on said examination, agrees to accept premises in their present condition except for the specific items listed herein or itemized on attached check-in list.

8. DELAY OF POSSESSION. If Landlord is unable to deliver possession of leased premises on the effective date of this lease, by reason of the holding over of a prior Tenant or for any other reason, this lease shall not be affected or impaired in any way and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom. The effective date of this lease however, shall not begin until the delivery of possession. If Landlord, however, is unable to deliver possession of the premises to Tenant by 15 Apr 04, 20___, Tenant shall have the right to cancel this lease upon written notice delivered to Landlord and upon such cancellation Landlord and Tenant shall each be released and discharged from all liability under this lease. In such case any deposit or prepaid rent shall be promptly returned to Tenant.

9. TENANT'S PARKING. Parking of vehicles owned or operated by Tenant or Tenant's employees is hereby limited, restricted or prohibited, as follows:

N/A (None available)

10. LIABILITY INSURANCE. Tenant shall not carry any stock of goods or do anything in or about the leased premises which will in any way restrict or invalidate any insurance coverage of the leased premises. Tenant agrees to pay upon demand as additional rent any increase in premiums of insurance carried by the Landlord on the leased premises resulting from the Tenant's use or occupancy. Tenant shall keep in full force and effect, at Tenant's expense, insurance for plate glass, personal property, trade fixtures, and property damages, as well as a public liability policy in which both Tenant and Landlord shall be named as the insured with the following minimum coverage:

11. MAINTENANCE AND REPAIRS. Landlord shall repair and maintain the foundation, roof, outer walls and structural members of the leased premises. Tenant shall, at Tenant's sole expense make all other repairs necessary to maintain the leased premises, both interior and exterior, ordinary and extraordinary including window glass, plate glass, store fronts, doors, windows, screens, awnings, locks, keys, weather stripping and thresholds, as well as all interior walls, floors, ceilings, and floor coverings. Tenant's responsibility to maintain the premises shall also include the servicing, repair, maintenance and if caused by Tenant's neglect, replacement of the plumbing, electrical, ventilating, heating and air conditioning systems, including all pipes, wiring, fixtures, filters, equipment, machinery, boilers, furnaces, compression and appliances. Tenant shall also repair and be responsible for any damage caused by stoppage, breakage, leakage, overflow, discharge or freezing of plumbing pipes, soil lines, or fixtures. If any part of the leased premises is damaged by the Tenant, or Tenant's employees, agents or invitees or by any breaking and entering of said premises, or by any attempt to break and enter leased premises, Tenant shall provide Landlord with immediate written notification of all damages to the property. After notification and approval of the Landlord, repairs shall be made promptly at Tenant's expense so as to restore said premises to its previous condition. If Tenant refuses or neglects to commence necessary repairs within ten (10) days after written demand, or does not complete such repairs within a reasonable time thereafter, Landlord may make said repairs without liability to Tenant for any loss or damage that may accrue to Tenant's stock, business or fixtures by reason thereof, and if Landlord makes such repairs, Tenant shall pay to Landlord, on demand, as Additional Rent, the cost thereof. Tenant's failure to pay shall constitute a default of this lease. Repairs that are the Landlord's responsibility shall be made within a reasonable time after written notice from the Tenant. Tenant's failure to give or unreasonable delay in giving notice of needed repairs or defects shall make Tenant liable for any loss or damage resulting from delay of needed repairs.

FLP 000062

RECORD 000571

12. REGULATIONS AND SANITATION. Tenant shall keep the leased premises clean, safe, sanitary and in compliance with laws, ordinances and requirements of any legally constituted public authority. Tenant shall keep broom clean all areas in and around lease premises that are not included in Common Area Maintenance, such as front sidewalks and area behind building. Cleaning includes removing of any trash or refuse deposited on the leased premises or adjacent public area by Tenant, Tenant's customers or anyone else. In the event of non-compliance by Tenant, Landlord shall have the right to have said areas cleaned, trash and refuse removed and charge the expense to Tenant as Additional Rent which shall be due and payable upon demand, nonpayment of which shall constitute default of the lease. Tenant shall employ if Landlord determines it is necessary, a reputable pest extermination company at regular intervals.

13. ALTERATIONS. Tenant shall make no alterations, additions, improvements, or revamping in or to the leased premises without the consent of Landlord. All additions, or improvements to the building including carpeting, tile, other floor covering, wall-covering, ceiling tile, etc., made with or without Landlord's written consent shall become part of the premises, and the property of Landlord upon installation. Trade fixtures and office furniture shall be installed to be so readily removable without injury to the premises and any injury caused by said removal shall be repaired forthwith at Tenant's expense. Said trade fixtures shall be removed from the premises before the end of this lease or shall become part of the premises and the property of Landlord. Tenant shall not install or maintain any equipment, partitions, furniture, etc., which the weight or operation thereof would tend to injure or be detrimental to the leased premises or would unreasonably annoy or disturb other Tenants.

14. ASSIGNMENT OR SUBLEASE. Tenant shall not, without written consent of Landlord, in each case, assign, transfer, mortgage, pledge or otherwise encumber or dispose of this lease, or sublet the leased premises or any part thereof or permit the premises to be occupied by other persons. Such consent shall not be unreasonably withheld. If this lease be assigned, or if the leased premises or any part thereof be sublet or occupied by any other person, firm, office or corporation with or without written permission of Landlord, it will not relieve Tenant of any obligations under the terms of this lease, and if sublet assigned or occupied without the Landlord's permission, this lease may, at the option of the Landlord, be terminated by a seven day written notice. In the event Tenant shall sublease the leased premises in accordance herewith for rentals in excess of those rentals payable hereunder, Tenant shall pay to Landlord monthly in advance as Additional Rent hereunder, one half of all such excess rent. Any proposed assignee that proposes to assume Tenant's obligations hereunder shall execute a satisfactory assumption agreement before consent shall be given.

15. SIGNS OR AWNINGS. Tenant shall place no signs, notices, pictures, or advertising matter upon the exterior of the leased premises except with the written consent of the Landlord. Any and all signs placed on the leased premises by Tenant shall be maintained in compliance with rules and regulations governing such signs. The Tenant shall be responsible to Landlord for any damage by installation, use, maintenance or removal of said signs. Any electrical service needed for signs shall be installed at the Tenant's expense.

16. WAIVER OF RIGHTS. No failure of Landlord to exercise any power given Landlord here under, or to insist upon Tenant's strict compliance with Tenant's obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms of this lease at a future time. The rights and remedies created by this lease are cumulative and the use of one remedy shall not be taken to exclude the right to the use of another.

17. RULES AND REGULATIONS. Landlord reserves the right at any time to make further rules and regulations as in Landlord's judgment may be necessary for the safety, care, appearance, and cleanliness of the premises and the preservation of good order therein, and such other rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been contained herein at the time of execution hereof.

18. RIGHT OF ENTRY. Landlord without being liable for trespass or damages, shall have the right to enter leased premises during reasonable hours to examine same or to make repairs, additions, or alterations as Landlord may deem necessary for the safety, comfort, appearance, or preservation thereof, or to exhibit said premises. Entry shall also be allowed to post "FOR RENT" notice, during the thirty days before the expiration of this lease. Said right of entry shall likewise exist for the purpose of removing placards, signs fixtures, alterations or additions which do not conform to this agreement. In accordance with this right, Tenant shall give Landlord a key to any and all locks, security system and burglar alarms. Tenant shall not change or install new locks or security systems without the written consent of Landlord.

19. LIENS. Tenant shall not create any liens for labor or materials against Landlord's interest in the leased premises. All persons contracting with the Tenant for the erection, installation, alteration, repair or demolition of any building or other improvements on the leased premises, and all material suppliers, contractors, mechanics, and laborers are hereby charged with notice that they must look to the Tenant and to the Tenant's interest only in the leased premises to secure the payment of any bill for work done or material furnished during the rental period created by this lease. In the event that liens are placed on record against the leased premises by contractors, mechanics, laborers, material suppliers, etc. because of action by Tenant it will constitute a default of this lease.

20. DAMAGE OR DESTRUCTION OF PREMISES. If premises are totally destroyed by fire or other casualty, this lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If premises are damaged but not wholly destroyed by fire or other casualty, rental shall abate in such proportion as use of premises has been lost to the Tenant. Landlord shall restore premises to substantially the same condition as prior to damage as speedily as practicable, whereupon full rental shall commence.

21. DAMAGE TO PERSONAL PROPERTY. All personal property, merchandise, fixtures and equipment placed or moved into the leased premises shall be at the risk of Tenant or the owners thereof, and Landlord shall not be liable for any damages, loss of theft of said personal property, merchandise, fixtures, or equipment, from any cause whatsoever.

22. CONDEMNATION. If the whole of the leased premises, or such portion thereof as will make said premises unsuitable for the purpose herein leased, be condemned by any legally constituted authority, this lease shall terminate on the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover from the public authority compensation for damage caused by condemnation. Neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority. In the event only such portion of the leased premises is acquired by condemnation as will leave the remaining premises, after alteration and repair, in condition suitable for use by Tenant, the monthly rental payments from the day of such acquisition to the end of the original or any extended term of this lease shall be reduced in proportion to the resulting loss of use of leased premises by Tenant. In the event of such partial acquisition and reduction in rent, Landlord shall make promptly at Landlord's expense, all necessary alterations and repairs which shall be required, to restore the premises to a safe and usable condition.

23 INDEMNITY AND LIABILITY. Tenant shall indemnify and save Landlord harmless from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from the management of the business conducted by Tenant in the leased premises. Landlord shall not be liable, and Tenant waives all claims for damage to person or property sustained by Tenant, its employees, agents, resulting from the condition of the leased premises, or any equipment or such as may result from any accident in or about the leased premises or which may result directly or indirectly from any act of neglect of any other Tenant of the property of which the leased premises is a part.

24 REVERSION. Tenant shall surrender to Landlord, at the end of the term of this lease or upon cancellation of this lease, said leased premises broom clean and in as good condition as the leased premises were at the beginning of the term of this lease, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted, or Tenant will pay to Landlord all damages that Landlord may suffer because of Tenant's failure to do so. Tenant will indemnify and save Landlord harmless from and against all claims made by any succeeding Tenant of said premises against Landlord because of delay in delivering possession of leased premises, so far as such delay is occasioned by failure of Tenant to so surrender leased premises. Security deposit may be withheld as payment or partial payment of repairs or unusual cleaning needed after Tenant vacates.

25. EFFECTIVE DATE OF LEASE. This lease shall become effective as a binding agreement only upon the execution and delivery thereof by both Landlord and Tenant. If this lease is signed by one party and submitted to the other party, then it shall constitute an offer to lease which is subject to revocation at any time prior to execution by the other party and delivery of a fully executed copy to the submitting party.

26. NOTICES. Tenant hereby appoints as Tenant's agent to receive service of all notices required under this lease as well as all dispossessory distraint notices, the person in charge of leased premises or occupying said premises, at the time notice is delivered. If no person is in charge of, or occupying said premises, the service of such notice may be made by attaching the same in the main entrance to said premises. A copy of all notices under this lease shall also be sent to Tenant's last known address, if different from said premises.

27 BANKRUPTCY. If Tenant shall be adjudicated bankrupt or as insolvent or take the benefit of any Federal reorganization or make a general assignment or take the benefit of any insolvent law, or if a Trustee in bankruptcy or a receiver be appointed or elected for Tenant, under Federal or State law, this lease at the option of the Landlord shall expire and end seven (7) days after Landlord gives Tenant written notice, UNLESS, if a Tenant's Trustee immediately cures any default of Tenant hereunder and provides (in compliance with Federal and State laws) adequate assurance of future performance of Tenant's obligation hereunder.

28 BEYOND LANDLORD'S CONTROL. None of the acts, promises, covenants, or obligations on the party of the Tenant to be kept, performed or not performed as the case may be, nor the obligation of the Tenant to pay rent, Additional Rent or other charges or payments shall be in anywise waived, excused or affected by reason of the Landlord being unable at any time during the term of this lease, to supply, or to delay in supplying heat, light, elevator service or any other service expressed or implied on the party of the Landlord to be supplied; or by reason of the Landlord being unable to make any alterations,

RECORD 000572

repairs, or decorations, or to supply any equipment or fixtures, or any other premises, including all security locks and systems. Tenant shall not change or install new locks or security systems without written approval from Landlord.

29. KEYS. Landlord shall provide Tenant with one key per lock, and the Tenant is responsible for accounting for all keys provided or duplicated and shall return all keys of leased premises to the Landlord upon termination or cancellation of this lease and/or Tenant's vacating said premises. Landlord shall have the right, if in the Landlord's sole judgment it is necessary to require the Tenant at Tenant's expense to replace locks and to supply Landlord with one key to the new locks. The Landlord shall retain a master key or pass key to the premises, including all security locks and systems. Tenant shall not change or install new locks or security systems without written approval from Landlord.

30. ESTOPPEL CERTIFICATES. Tenant shall from time to time, within ten days following written notice from Landlord, execute, acknowledge and deliver to the Landlord a written statement certifying that this lease is in full force and effect. The statement should also state whether or not the Landlord is in default in performance of any covenant or condition of this lease. The failure of the Tenant to execute, acknowledge and deliver to the Landlord a statement in accordance with this covenant shall constitute an acknowledgment by the Tenant that this lease is unmodified and in full force and effect, and shall constitute a waiver of any defaults by the Landlord which may have existed prior to the date of such notice.

31. PEACFUL POSSESSION. Subject to the terms, covenants and conditions of this lease, the Tenant shall have, hold and enjoy possession of the leased premises, subject to the rights of the holders of any mortgage which now covers said premises or which may hereafter be placed on leased property in part. Tenant shall execute any necessary lease subordination agreement at the Landlord's request.

32. DEFAULT. If Tenant fails to pay rent, including Additional Rent on or before the due dates as herein stated (TIME IS OF THE ESSENCE) this lease shall be in default. If Tenant fails to cure such default within five (5) days after written notice from Landlord; or if Tenant shall be in default within thirty (30) days after the receipt of written notice of default from Landlord; or if leased premises shall be abandoned or deserted for fifteen (15) days, or if this lease is assigned to any other person, firm, office or corporation, without the permission of Landlord as required in paragraph 15 herein, this lease of the Landlord's option shall expire and terminate seven (7) days after Landlord delivers written notice to Tenant of such condition or default and Tenant shall immediately quit and surrender said premises to Landlord. In the event of any such default or breach of performance, the Landlord without any further notice or demand of any kind to the Tenant may terminate this lease and re-enter and forthwith repossess the entire premises and without being liable for trespass or damage shall re-let, lease or demise the premises to another Tenant without any hindrance or prejudice to Landlord's right to distrain for any past due rent, Additional Rent, and rent from the time of such default or termination until the premises were leased or rented to another Tenant. The collection by Landlord of rent for the unexpired term shall entitle Tenant to all Tenant's rights of this lease during the period for which the rent may have been collected.

33. ASSIGNMENT OF CHATTELS. Tenant hereby pledges and assigns to Landlord all the furniture, fixtures, goods, equipment and chattels of Tenant which shall or may be brought or put on said premises as security for the payment of said rent, and Tenant agrees that said lien may be enforced by distraint or foreclosure, at the election of Landlord. It is understood and agreed that any merchandise, fixtures, furniture, or equipment left in the premises when Tenant vacated shall be deemed to have been abandoned by Tenant and by such abandonment, Tenant relinquishes any right or interest therein and Landlord is authorized to sell, dispose of or destroy same.

34. ATTORNEY'S FEE. In the event Landlord successfully defends any action by the Tenant, or if it is necessary for Landlord to employ an attorney for the collection of rent or any other sum due hereunder, or to enforce any covenant of this lease, or the termination of this lease, or for the possession of the leased premises or any part thereof, the Tenant shall pay all costs, including reasonable attorney's fees.

35. AGENT. Tenant acknowledges that the aforementioned Alan Thiele is the managing agent for the owner(s) of the leased premises. Tenant shall pay all rent payable under this lease to said agent. The right to collect said rentals shall be governed by the written agreement between Landlord and agent for the management of the leased premises and shall terminate with the expiration of said management agreement or any renewal thereof.

36. DEFINITIONS. "Landlord" as used in this lease shall include the owner or owners of the property and/or the aforementioned managing agent as well as the Landlord's heirs, representatives, assigns and successors in title to premises. "Tenant" shall include Tenant, Tenant's heirs and representatives, and if this lease shall be assigned or sublet, shall include also Tenant assignees or sublessees, as to premises covered by such assignment or sublease. "Agent" shall include agent, agent's successors, assigns, heirs and representatives. "Landlord," "Tenant," and "Agent," including male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

37. SPECIAL STIPULATIONS. In/for as the following stipulations conflict with any of the provisions herein, the following stipulations shall control:

RECORD 000573

38. ENTIRE AGREEMENT. This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only be a dated written agreement signed by both Landlord and Tenant. No surrender of the leased premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

[redacted]

IN WITNESS WHEREOF, Landlord and Tenant have executed these premises, this day and year first above written.

Witness as to Tenant	Tenant
Witness as to Tenant	Tenant
Witness as to Landlord (or Agent)	Landlord (or Agent)
Witness as to Landlord (or Agent)	Landlord (or Agent)

THIS IS A LEGALLY BINDING CONTRACT. TENANT IS ADVISED TO SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. TENANT ACKNOWLEDGES THE RECEIPT OF A COPY OF A COPY OF THIS AGREEMENT.

The printed matter in this form approved by the CHARLESTON TRIDENT ASSOCIATION OF REALTORS®

Form 301 / Revised 10/91
RIGHT PENDING

COPY

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ASSIGNMENT OF LEASE

This Assignment of Lease ("Assignment") is made this day of March 30, 2012, to be effective as of March 31, 2012 at 11:59 p.m., by and between CHARLESTON T&T, INC. a South Carolina corporation hereafter referred to as "T&T", as assignor, and the MICHAEL J. QUILLEN FAMILY LIMITED PARTNERSHIP, a Virginia limited partnership hereafter referred to as "QUILLEN", as assignee. The effective date of this Assignment is the date written above.

1. Recitals.

(a) T&T, as tenant, entered into a master lease (the "Master Lease") dated March 14, 1997, with 213 EAST BAY ASSOCIATES, INC., as landlord, for the premises known as 213 East Bay Street, Charleston, SC (the "Property"). A copy of the Master Lease is attached and incorporated into this Assignment as Exhibit "A" – Copy of Master Lease.

(b) Subsequent to the Master Lease, the 213 EAST BAY ASSOCIATES, INC. sold, assigned, transferred, and conveyed to YASCHIK DEVELOPMENT COMPANY, INC., (hereafter "Master Landlord") all of 213 EAST BAY ASSOCIATES, INC.'s right, title, and interest in the Property and the Master Lease.

(c) Likewise subsequent to the Master Lease, T&T entered into subleases for various portions of the Property with various sub-tenants. As of the effective date of this Assignment, the various sub-leases (the "Sub-Leases") and sub-tenants are described in Exhibit "B"- Sub-Leases Rent Roll, which is attached and incorporated into this Assignment.

(c) T&T desires to sell, assign, and convey to QUILLEN all of T&T's rights and responsibilities as tenant under the Master Lease and as Sub-Landlord under the Sub-Leases. Subject to the terms, conditions, and warranties stated below, QUILLEN is agreeable to receiving an assignment and conveyance of such rights and responsibilities.

2. Assignment. In exchange for FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00) (hereafter referred to as the "Purchase Price") paid by QUILLEN to T&T, T&T does hereby sell, assign, transfer, and convey to QUILLEN all of T&T's rights, responsibilities, title, and interest as tenant under the Master Lease and as Sub-Landlord under the Sub-Leases. The parties hereby acknowledge the delivery, receipt, and sufficiency of the Purchase Price as consideration for this Assignment and further acknowledge that this Assignment is made subject to the terms and conditions stated in this Assignment.

3. T &T Warranties as to Master Lease. T&T hereby represents and warrants to QUILLEN as follows:

(a) Simultaneously with the execution of this Assignment, T&T is delivering to QUILLEN the original Master Lease in its full, complete, and original form. Exhibit "A" – Copy of Master Lease, which is incorporated into this Assignment, is a true, correct, and complete copy of the Master Lease.

(b) There are no verbal or written amendments or addenda to the Master Lease.

(c) This Assignment is absolutely subject to the Master Landlord's consent and that consent has been obtained in writing as evidenced by the Master Landlord's written consent delivered simultaneously with this Assignment.

(d) T&T is not in default of the Master Lease and there are no conditions or circumstances which the passage of time and delivery of any required notices, would constitute a default by any party under

EXHIBIT 4

Yaschik 0151

the Master Lease.

(e) The Master Lease is in full force and effect.

(f) T&T has not previously assigned, sold, transferred, mortgaged, hypothecated, encumbered, or otherwise made any conveyance of T &T's rights under the Master Lease.

(g) Upon consummation of this Assignment and delivery of the Purchase Price, T&T will have no claim to any of the rights as tenant under the Master Lease and QUILLEN shall be entitled to all benefits, payments, credits, rebates, refunds, and other rights accruing to tenant under the Master Lease.

(h) T &T agrees to indemnify, protect, hold harmless, and defend QUILLEN against any claims, costs, damages, judgments, or liabilities (including attorney fees) arising out of, or resulting from, T&T's capacity and tenure as tenant under the Master Lease.

(i) T &T is duly authorized to make this Assignment and the individual signing on behalf of T&T is duly authorized and empowered to bind T&T to this Assignment.

(j) There are no lawful impediments to the making and consummation of this Assignment;

(k) Other than T&T's obligations to Master Landlord as stated in the Master Lease, the Property and Master Lease are not subject to any service contracts (pest inspections, maintenance agreements, parking contracts, cable contracts, management agreements, etc.) unless the agreement or obligation is specifically itemized in the Exhibit "C" – List of Obligations to be assumed by QUILLEN as Tenant, which is attached and incorporated into this Assignment. If no such obligations are listed and approved by QUILLEN on Exhibit "C", then QUILLEN has no responsibility to assume any such obligations and T&T agrees to indemnify, protect, defend, and hold QUILLEN harmless from such matters.

(l) These representations and warranties survive the parties' consummation of this Assignment.

4. T&T Warranties as to Sub-Leases. T&T hereby represents and warrants to QUILLEN as follows:

(a) Simultaneously with the execution of this Assignment, T&T is delivering to QUILLEN the original Sub-Leases in their full, complete, and original form. Exhibit "D" – Sub-Leases, which is attached and incorporated into this Assignment, is a true, correct, and complete copy of the Sub-Leases.

(b) There are no verbal or written amendments or addenda to the Sub-Leases.

(c) T&T is not in default of the Sub-Leases and there are no conditions or circumstances which the passage of time and delivery of any required notices, would constitute a default by any party under the Sub-Leases.

(d) The Sub-Leases are in full force and effect.

(e) T&T has not previously assigned, sold, transferred, mortgaged, hypothecated, encumbered, or otherwise made any conveyance of T &T's rights under the Sub-Leases.

(f) Upon consummation of this Assignment and delivery of the Purchase Price, T&T will have no claim to any of the rights of Sub-Landlord under the Sub-Leases and QUILLEN shall be entitled to all rents, benefits, payments, credits, rebates, refunds, and other rights accruing to Sub-Landlord under the Sub-Leases.

(g) T&T agrees to indemnify, protect, hold harmless, and defend QUILLEN against any claims, costs, damages, judgments, or liabilities (including attorney fees) arising out of, or resulting from, T&T's capacity and tenure as Sub-Landlord under the Sub-Leases, as well as any Sub-Leases which have expired but which may still be subject to claims under any applicable statute of limitations.

(h) T &T is duly authorized to make this Assignment and the individual signing on behalf of T&T is duly authorized and empowered to bind T&T to this Assignment.

RECORD 000576

(i) There are no lawful impediments to the making and consummation of this Assignment;

(j) Commencing with the consummation of this Assignment, all rents payable under the Sub-Leases belong to QUILLEN and all security deposits previously delivered to T&T by the Sub-Tenants are being delivered, or shall be delivered, to QUILLEN.

(k) Other than T&T's obligations as Sub-Landlord as stated in the Sub-Leases, T&T is not subject to any continuing obligations, service contracts, or property management agreements regarding the Sub-Leases or the Sub-Tenants thereunder unless the agreement or obligation is specifically itemized in the Exhibit "E" – List of Obligations to be assumed by QUILLEN as Sub-Landlord, which is attached and incorporated into this Assignment. If no such obligations are listed and approved by QUILLEN on Exhibit "E", then QUILLEN has no responsibility to assume any such obligations and T&T agrees to indemnify, protect, defend, and hold QUILLEN harmless from such matters.

(l) These representations and warranties survive the parties' consummation of this Assignment.

5. QUILLEN's Warranties. QUILLEN hereby represents and warrants to T&T as follows:

(a) QUILLEN agrees to indemnify, protect, hold harmless, and defend T&T against any claims, costs, damages, judgments, or liabilities (including attorney fees) arising out of, or resulting from QUILLEN's capacity and tenure as tenant under the Master Lease and as Sub-Landlord under the Sub-Leases.

(b) QUILLEN has read the Master Lease and Sub-Leases in the forms attached as Exhibits "A" and "D" and subject to the foregoing representations and warranties, accepts the terms, conditions, and responsibilities of the Master Lease and Sub-Leases.

(c) QUILLEN is duly authorized to make this Assignment and the individual signing on behalf of QUILLEN is duly authorized and empowered to bind QUILLEN to this Assignment.

(d) There are no lawful impediments to the making and consummation of this Assignment;

6. Counterparts and Signatures. The parties may sign this Assignment in two or more counterparts and each such counterpart shall be deemed a binding original document. Additionally, the parties may deliver their respective signatures via facsimile and signatures delivered in that manner shall be as binding as the parties' original signatures.

7. Entire Agreement. This is the entire agreement between the parties. Any and all verbal or written understandings are merged into this document. There are no other agreements and any changes to this agreement are not enforceable unless placed in writing and signed by the parties.

[Signature Page Follows]

RECORD 000577

IN WITNESS OF THIS ASSIGNMENT, the parties have executed their signatures below.

First Witness

Second Witness

CHARLESTON T&T, INC.

By: _____
Anri Thode

Its: President

First Witness

Second Witness

MICHAEL J. QUILLEN FAMILY LIMITED PARTNERSHP

By: _____
Michael J. Quillen

Its: General Partner

IN WITNESS OF THIS ASSIGNMENT, the parties have executed their signatures below.

CHARLESTON T&T, INC.

First Witness

By: _____
Ann Thode

Its: President

Second Witness

MICHAEL J. QUILLEN FAMILY LIMITED PARTNERSHIP

First Witness

By: Michael J. Quillen
Michael J. Quillen

Its: General Partner

Second Witness

Exhibit "A" – Copy of Master Lease

Exhibit "A" – Copy of Master Lease

COMMERCIAL LEASE AND DEPOSIT RECEIPT

Exhibit A

Tenant: Charleston T & T	Term: Five (5) Years
Date Signed: March 14, 1997	Initial Monthly Base Rental $ 8750.00
Effective Date: April 1, 1997	Renewal Date: December 31, 2001*

*90 day notice to renew

RECEIVED FROM Charleston T & T! hereinafter referred to as Tenant,

the sum of $8750.00 (Eight Thousand Seven Hundred Fifty DOLLARS),

evidenced by check, as a deposit which, shall be applied as follows:

	RECEIVED	PAYABLE PRIOR TO OCCUPANCY
Rent for the period from July 1 1997 to July 31, 1997	$ 8750.00	$
Last Month's Rental	$	$
Security Deposit	$	$ 8750.00 due prior
Key Deposit	$	$ to March25,19
Cleaning charge	$	$
Other	$	$
TOTAL	$ 8750.00	$ 8750.00 due prior to March 25, 1997

STATE OF SOUTH CAROLINA, COUNTY OF Charleston

THIS AGREEMENT entered into this 14th day of March 19 97

between Charleston T & T hereinafter referred to as Tenant,

and 213 East Bay Associates Inc hereinafter referred to as Landlord, Landlord, or Agent for the Landlord,

WITNESSETH:

1. PREMISES. That, Landlord, in consideration of rents, covenants and conditions mentioned herein, to be paid, kept, performed and observed by Tenant does hereby demise, lease and let unto Tenant, and Tenant does hereby hire and take from Landlord the premises known as

213 East Bay Street to include entire premises and parking area in the garage behind the building that is included in the title to this property.

2. TERM. To have and to hold said leased premises for the term of Five (5) Years

beginning April 1, 1997

and ending March 31, 2002

Tenant shall have five (5) options to renew of Five (5) years each.
Landlord agrees to give tenant three (3) months rent abatement beginning April 1, 1997.
Landlord agrees to give tenant $7500.00 at delivery of premises for heat and air system for unfinished space in rear and to include the installation of firewalls to meet codes for restaurant and bar. Tenant shall pay any amount over the $7500.00.
Tenant has the right to sublet.
Landlord agree to give tenant first right of refusalto buy property should landlord elect to sell. Tenant shall have 30 days from notice to enter intc a contract agreeable to both parties.
The rental amount shall increase by 4% per year during term and any renewa

3. RENT. Tenant shall pay to the Landlord, a Monthly Base Rental and Additional Rent as follows:

(A) MONTHLY BASE RENTAL. Tenant shall pay a Monthly Base Rental to Landlord for each calendar month during the term of this lease or any renewal thereof, in advance on or before the first day of each succeeding month. The amount of the Monthly Base Rental for the first year of this lease shall be Eight Thousand Seven Hunred Fifty Dollars ($8750.00).

The rental for the first month of the term of this lease shall be paid at the date of the execution hereof. If such date be other than the first day of the calendar month, such first rental payment shall be prorated for the period between the effective date of this lease and the first day of the following month.

(1) MONTHLY BASE RENTAL ADJUSTMENTS. The Monthly Base Rental shall be subject to an annual accumulative adjustment upward on each

Yaschik 0157

$ to March25,199

$

$

$ 8750.00 $ 8750.00 due prior to March 25, 1997

STATE OF SOUTH CAROLINA, COUNTY OF Charleston

THIS AGREEMENT entered into this 14th day of March 19 97

between Charleston T & T hereinafter referred to as Tenant,

and 213 East Bay Associates Inc , Landlord, or Agent for the Landlord, hereinafter referred to as Landlord.

WITNESSETH:

1. PREMISES. That Landlord, in consideration of rents, covenants and conditions mentioned herein, to be paid, kept, performed and observed by Tenant does hereby demise, lease and let unto Tenant, and Tenant does hereby hire and take from Landlord the premises known as:

213 East Bay Street to include entire premises and parking area in the garage behind the building that is included in the title to this property.

2. TERM. To have and to hold said leased premises for the term of Five (5) Years beginning April 1, 1997 and ending March 31, 2002

Tenant shall have five (5) options to renev of Five (5) years each.
Landlord agrees to give tenant three (3) monthe rent abatement beginning April 1, 1997.
Landlord agrees to give tenant $7500.00 at delivery of premises for heat and air system for unfinished space in rear and to include the installation of firewalls to meet codes for restaurant and bar. Tenant shall pay any amount over the $7500.00.
Tenant has the right to sublet.
Landlord agree to give tenant first right of refusalto buy property should landlord elect to sell. Tenant shall have 30 days from notice to enter into a contract agreeable to both parties.
The rental amount shall increase by 4% per year during term and any renewals

3. RENT. Tenant shall pay to the Landlord, a Monthly Base Rental and Additional Rent as follows:

(A) MONTHLY BASE RENTAL. Tenant shall pay a Monthly Base Rental to Landlord for each calendar month during the term of this lease or any renewal thereof, in advance on or before the first day of each succeeding month. The amount of the Monthly Base Rental for the first year of this lease shall be Eight Thousand Seven Hunred Fifty Dollars ($8750.00). The rental for the first month of the term of this lease shall be paid at the date of the execution hereof. If such date be other than the first day of the calendar month, such first rental payment shall be prorated for the period between the effective date of this lease and the first day of the following month.

(1) MONTHLY BASE RENTAL ADJUSTMENTS. The Monthly Base Rental shall be subject to an annual accumulative adjustment upward on each anniversary date of this lease for the succeeding twelve months. Said annual rental adjustment shall be determined by increasing the Monthly Base Rental an amount equal to the sum of subparagraphs A below applied to the previous 12 months of this lease, or any renewal thereof.

(a) STEP UP. The Monthly Base Rental shall be increased annually as follows:

4% per year during initial term and any renewals.

(b) ~~COST OF LIVING~~ INCREASE. The Monthly Base Rental shall be increased annually by an amount equal to any percentage increase during the previous twelve (12) months in the Consumer Price Index for All Urban Consumers (82-84 = 100), as shown by the most recent published CPI preceding each anniversary date of this lease.

(c) INSURANCE. The Monthly Base Rental shall be increased annually by an amount equal to one twelfth of any increase during the previous twelve (12) months in the annual cost of fire and extended coverage insurance on the leased premises, whether by reason of increased coverage or by increase in rate. Landlord shall keep the premises adequately insured at a reasonable cost.

(d) UTILITIES. The Minimum Base Rental shall be increased annually by the amount of any increase during the previous twelve (12) months in the average monthly cost of utility and sewerage services paid or payable by Landlord, whether by reason of increases in rates or by reason of increase in service or consumption. Said cost of services includes cost of all such services not paid by tenants for such items as electricity, gas, water, sewer, garbage collection, etc.

Yaschik 0158

(G) ADDITIONAL RENT. In addition to the Monthly Base Rental and its annual accumulative adjustments, Tenant shall pay Additional Rent as indicated herein below in subparagraphs _____

(1) TAX INCREASE. Tenant shall pay annually a sum equal to any increase in real estate taxes (ad valorem, special assessments, or any other government charges) over those assessed for 19_____ on a pro rata basis. Presentation of copies of tax bills shall constitute sufficient evidence additional rent due and shall be payable within fifteen (15) days after receipt thereof. Tenant shall be charged additional rent only for that portion the calendar year during which this lease was in effect.

(2) PERCENTAGE OF GROSS SALES. Tenant shall pay annually a sum equal to _____ Percent, (_____%) of gross sales, as herein defined, in excess of _____ Dollars ($_____). In any lease year. Gross sales as used herein shall be the amount of the gross sales as indicated on the Tenant's South Carolina State Tax Report (Form ST-3). Tenant shall deliver to Landlord a certified copy of each monthly report within ten (10) days after report is due to the South Carolina Tax Commission. Lease year as used herein shall be the period of one year's duration commencing on the effective day of this lease and each successive period of one full year commencing on the anniversary of said effective date. Tenant shall deliver to Landlord within _____ days following the end of each lease year written statement signed and certified by Tenant to be a true and correct statement of the amount of gross sales during the preceding lease year. Tenant shall at the same time pay the amount of Additional Rent due (if any) as a percentage of the excess over the amount hereby stated.

(3) COMMON AREA MAINTENANCE. Tenant shall pay on the first day of each month, in advance, a fee equal to the Tenant's pro rata share of the cost of maintaining common areas. Tenant's common area maintenance fee for the remaining portion of the calendar year in which this lease becomes effective shall be Dollars ($_____) per month. Said fee shall be adjusted at the end of each calendar year to reflect any increase in cost during said year. Common areas include all areas used in connection with the lease Tenants of the property of which the leased premises is a part for the convenience or welfare of all tenants' customers collectively. Common area maintenance shall include (if applicable) the cleaning, striping and repairing of parking areas (surfacing not included) and the managing, cleaning and repairing of all common areas, including but not limited to the following:

(C) PRORATION OF CHARGES. If the leased premises described herein are less than the entire property, the increases in Monthly Base Rental adjustments, Additional Rent and all other charges required by this lease shall be determined by proration on the same ratio that the rentable floor area of the leased premises bears to the rentable floor areas of the entire property. It is agreed that the leased premises contains _____ square feet of rentable area of the entire property is _____ square feet, resulting in a percentage ratio factor of _____ percent (_____%).

(D) ADDITIONAL CHARGES. Any charges due Landlord by Tenant, including but not limited to, damage to premises, legal fees, cost of default remedies, and past due charges for utilities, insurance, cleaning, maintenance and repairs, etc. or for work done on the premises by order of Tenant, shall be considered as Additional Rent due in addition to all other rent payable and shall be included in any lien for rent. In the event any documentary stamp tax or tax in lieu of rental or leasing of the premises is required the same shall be paid by tenant upon demand. The cost of a credit report on the Tenant, which may be performed at the Landlord's option shall be paid by the Tenant.

4. SECURITY DEPOSIT. Any security deposit required by Landlord and paid by Tenant shall be retained as security (interest free) for the faithful performance by Tenant of all terms, covenants and conditions herein. Landlord may at any time apply said deposit or any part thereof against any default by Tenant of any of the terms, covenants and conditions of this lease. In such event, Tenant shall upon demand deposit with Landlord the amount so applied that Landlord shall have the full amount of the deposit on hand at all times during the terms of this lease. Upon the expiration of this lease the Tenant shall surrender possession of the leased premises as required in paragraph 28 herein. Landlord is given permission to deduct from said security deposit the cost of any unusual cleaning or repairs to the property, upon vacating of Tenant. Security deposit is not a part of the rental and subsequently cannot be deducted from the rent of the last month of this tenancy. Security deposit or any remaining portion will be returned within 15 days after the termination of this tenancy or completion of the repairs necessitated by Tenant's misuse of the premises. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within three days after receiving written notice from the Landlord or Agent.

5. TENANT'S UTILITIES. Tenant shall pay all charges or bills for all utility and scavenger services used by the Tenant, EXCEPT:

No exceptions

6. USE OF PREMISES. Tenant agrees to use entire leased premises for : any use permitted as per zoning

7. EXAMINATION OF PREMISES. Tenant has examined the leased premises and is familiar with their present condition. Tenant, relying solely on said examination of premises in their present condition except for the specific items listed herein or itemized on attached check-in list.

8. DELAY OF POSSESSION. If Landlord is unable to deliver possession of leased premises on the effective date of this lease, by reason of the holding over of a prior Tenant or for any other reason, this lease shall not be affected or impaired in any way and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom. The effective date of this lease however, shall not begin until the delivery of possession. If Landlord, however, is unable to deliver possession of the premises to Tenant by April 1,1997 19_____ Tenant shall have the right to cancel this lease upon written notice delivered to Landlord and upon such cancellation Landlord and Tenant shall each be released and discharged from all liability under this lease. In such case any deposit or prepaid rent shall be promptly returned to Tenant.

9. TENANT'S PARKING. Parking of vehicles owned or operated by Tenant or Tenant's employees is hereby limited, restricted or prohibited, to:

all available space in rear of building as part of the title to this property.

10. LIABILITY INSURANCE. Tenant shall not carry any stock of goods or do anything in or about the leased premises which will in any way restrict or invalidate any insurance coverage of the leased premises. Tenant agrees to pay upon demand as additional rent any increase in premiums of insurance carried by the Landlord on the leased premises resulting from the Tenant's use or occupancy. Tenant shall keep in full force and effect, at Tenant's expense, insurance for plate glass, personal property, trade fixtures, and property damages, as well as a public liability policy in which both Tenant and Landlord shall be named as the insured with the following minimum coverage:

$1,000,000 liability shall be maintained by tenant

11. MAINTENANCE AND REPAIRS. Landlord shall repair and maintain the foundation, roof, outer walls and structural members of the leased premises. Tenant shall, at Tenant's sole expense make all other repairs necessary to maintain the leased premises, both interior and exterior, ordinary and extraordinary including window glass, plate glass, storefronts, doors, windows, screens, awnings, locks, keys, weather stripping and thresholds, as well as all interior walls, floors, ceilings, and floor coverings. Tenant's responsibility to maintain the premises shall also include the servicing, repair, maintenance, and if caused by Tenant's neglect, replacement of the plumbing, electrical, ventilating, heating and air conditioning systems, including all pipes, wiring, fixtures, filters, equipment, machinery, boilers, furnaces, compressors and appliances. Tenant shall also repair and be responsible for any damage caused by stoppage, breakage, abuse, misuse, and waste of fixtures or appliances, gas, and water or fixtures. If any part of the leased premises is damaged by the Tenant, or

and repairing of parking areas (surfacing not included) and the managing, cleaning and repairing of all common areas, including but not limited to the following:

(C) PRORATION OF CHARGES. If the leased premise described herein are less than the entire property, the increases in Monthly Base Rental adjustments, Additional Rent and all other charges required by this lease shall be determined by proration on the same ratio that the rentable floor area of the leased premises bears to the rentable floor areas of the entire property. It is agreed that the leased premises contains _____ square feet of rentable area of the entire property is _____ square feet, resulting in a percentage ratio factor of _____ percent ( ).

(D) ADDITIONAL CHARGES. Any charges due Landlord by Tenant, including but not limited to, damage to premises, legal fees, cost of default remedies, and past due charges for utilities, insurance, cleaning, maintenance and repairs, etc. or for work done on the premises by order of Tenant, shall be considered as Additional Rent due (in addition to all other rent payable) and shall be included in any lien for rent, in the event any governmentary stamp tax, or tax levied on rental or leasing of the premises is required, the cost shall be paid by tenant upon demand. The cost of a credit report on the Tenant, whether ordered or performed at the Landlord's option shall be paid by the Tenant.

4. SECURITY DEPOSIT. Any security deposit required by Landlord and paid by Tenant shall be retained as security (interest free) for the faithful performance by Tenant of all terms, covenants and conditions herein. Landlord may at any time apply said deposit or any part thereof against any default by Tenant of any of the terms, covenants and conditions of this lease, in which event, Tenant shall upon demand deposit with Landlord the amount so applied that Landlord shall have the full amount of the deposit on hand at all times during the term of this lease. Upon the expiration of this lease the Tenant shall surrender possession of the leased premises as required in paragraph 25 herein. Landlord is given permission to deduct from said security deposit the cost of any unusual cleaning or repairs of the property, upon vacating of Tenant. Security deposit is not a part of the rental and subsequently cannot be deducted from the rent of the last month of this tenancy. Security deposit or any remaining portion will be returned within 15 days after the termination of this tenancy or completion of the repairs necessitated by Tenant's misuse of the premises. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within three days after receiving written notice from the Landlord or Agent.

5. TENANT'S UTILITIES. Tenant shall pay all charges or bills for all utility and sewerage services used by the Tenant, EXCEPT:

No exceptions

6. USE OF PREMISES. Tenant agrees to use entire leased premises for : any use permitted as per zoning

7. EXAMINATION OF PREMISES. Tenant has examined the leased premises and is familiar with their present condition. Tenant, relying solely on said examination, agrees to accept premises in their present condition except for the specific items listed herein or furnished on attached check-in list.

8. DELAY OF POSSESSION. If Landlord is unable to deliver possession of leased premises on the effective date of this lease, by reason of the holding over of a prior Tenant or for any other reason, this lease shall not be affected or impaired in any way and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom. The effective date of this lease however, shall not begin until the delivery of possession. If Landlord, however, is unable to deliver possession of the premises to Tenant by April 1 1997 19_____ Tenant shall have the right to cancel this lease upon written notice delivered to Landlord and upon such cancellation Landlord and Tenant shall each be released and discharged from all liability under this lease. In such case any deposit or prepaid rent shall be promptly returned to Tenant.

9. PARKING. Parking of vehicles owned or operated by Tenant or Tenant's employees is hereby limited, restricted or prohibited as follows:

all available space in rear of building as part of the title to this property.

10. LIABILITY INSURANCE. Tenant shall not carry any stock of goods or do anything in or about the leased premises which will in any way restrict or invalidate any insurance coverage of the leased premises. Tenant agrees to pay upon demand as additional rent any increase in premiums of insurance carried by the Landlord on the leased premises resulting from the Tenant's use or occupancy. Tenant shall keep in full force and effect, at Tenant's expense, insurance for plate glass, personal property, trade fixtures, and property damages, as well as a public liability policy in which both Tenant and Landlord shall be named as the insured with the following minimum coverage:

$1,000,000 liability shall be maintained by tenant

11. MAINTENANCE AND REPAIRS. Landlord shall repair and maintain the foundation, roof, outer walls and structural members of the leased premises. Tenant shall, at Tenant's sole expense make all other repairs necessary to maintain the leased premises, both interior and exterior, ordinary and extraordinary including window glass, plate glass, storefronts, doors, windows, screens, awnings, locks, keys, weather stripping and thresholds, as well as all interior walls, floors, ceilings, and floor coverings. Tenant's responsibility to maintain the premises shall also include the servicing, repair, maintenance, and overhaul by Tenant's employees, replacement of the plumbing, electrical, ventilating, heating and air conditioning systems, including all pipes, wiring, fixtures, filters, equipment, machinery, boilers, furnaces, compressors and appliances. Tenant shall also repair and be responsible for any damage caused by stoppage, breakage, leakage, overflow, discharge or freezing of plumbing pipes, and lines, or fixtures. If any part of the leased premises is damaged by the Tenant, or Tenant's employees, agents or invitees or by any breaking and entering of said premises, or by any attempt to break and enter leased premises, Tenant shall provide Landlord with immediate written notification of all damages to the premises. After notification and approval of the Landlord, repairs shall be made promptly at Tenant's expense so as to restore said premises to its previous condition. If Tenant refuses or neglects to commence necessary repairs within ten (10) days after written demand, or does not complete such repairs within a reasonable time thereafter, Landlord may make said repairs without liability to Tenant for any loss or damages that may accrue to Tenant's stock, business or fixtures by reason thereof, and if Landlord makes such repairs, Tenant shall pay to Landlord, on demand, as Additional Rent the cost thereof. Tenant's failure to pay shall constitute a default of this lease. Repairs that are the Landlord's responsibility shall be made within a reasonable time after written notice from the Tenant. Tenant's failure to give or unreasonable delay in giving notice of needed repairs or defects shall make Tenant liable for any loss or damage resulting from delay of needed repairs.

12. REGULATIONS AND SANITATION. Tenant shall keep the leased premises clean, safe, sanitary and in compliance with laws, ordinances and requirements of any legally constituted public authority. Tenant shall keep broom clean all areas in and around lease premises that are not included in Common Area Maintenance, such as front sidewalks and area behind building. Cleaning includes removing of any trash or refuse deposited on the leased premises or adjacent public area by Tenant, Tenant's customers or anyone else. In the event of non-compliance by Tenant, Landlord shall have the right to have said areas cleaned, trash and refuse removed and charge the expense to Tenant as Additional Rent which shall be due and payable upon demand. Non-payment of which shall constitute default of the lease. Tenant shall employ if Landlord determines it is necessary, a reputable pest extermination company at regular intervals.

13. ALTERATIONS. Tenant shall make no alterations, additions, improvements, or rewiring in or to the leased premises without the consent of Landlord. All additions, or improvements to the building including carpeting, tile, other floor covering, wall covering, ceiling tile, etc., made with or without Landlord's written consent shall become part of the premises, and the property of Landlord upon installation. Trade fixtures and office furniture shall be installed so as to be readily removable without injury to the premises and any injury caused by said removal shall be repaired forthwith at Tenant's expense. Said trade fixtures shall be removed from the premises before the end of this lease or shall became part of the premises and the property of Landlord. Tenant shall not install or maintain any equipment, partitions, furniture, etc., which the weight or operation thereof would tend to injure or be detrimental to the leased premises or would unreasonably annoy or disturb other Tenants.

[illegible] premises as security for the payment of said rent, and Tenant agrees that said lien may be enforced by distraint or foreclosure, at the election of Landlord. It is understood and agreed that any merchandise, fixtures, furniture, or equipment left in the premises when Tenant vacates shall be deemed to have been abandoned by Tenant and by such abandonment, Tenant relinquishes any right or interest therein and Landlord is authorized to sell, dispose of or destroy same.

34. ATTORNEYS FEE. In the event Landlord successfully defends any action by the Tenant, or if it is necessary for Landlord to employ an attorney for the collection of rent or any other sum due hereunder, or to enforce any covenant of this lease, or the termination of this lease, or for the possession of the leased premises or any part thereof, the Tenant shall pay all costs, including reasonable attorney's fees.

35. AGENT. Tenant acknowledges that the aforementioned N/A is the managing agent for the owner(s) of the leased premises. Tenant shall pay all rent payable under this lease to said agent. The right to collect said rentals shall be governed by the written agreement between Landlord and agent for the management of the leased premises and shall terminate with the expiration of said management agreement or any renewal thereof.

36. DEFINITIONS. "Landlord" as used in this lease shall include the owner or owners of the property and/or the aforementioned managing agent as well as the Landlord's heirs, representatives, assigns and successors in title to premises. "Tenant" shall include Tenant, Tenant's heirs and representatives, and if this lease shall be assigned or sublet, shall include also Tenant assignees or sublessees, as to premises covered by such assignment or sublease. "Agent" shall include agent, agent's successors, assigns, heirs and representatives. "Landlord," "Tenant," and "Agent," including male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

37. SPECIAL STIPULATIONS. Insofar as the following stipulations conflict with any of the provisions herein, the following stipulations shall control:

Tenant shall be responsible for the following in addition to base rent:
1. real estate taxes 2. user fees 3. fire and extended coverage insuranc
4, liability insurance 5. all maintenance to include roof, exterior c
building, electrical, heat and air systems, plumbing
It is understood that this is a net lease and all expenses/assessments
associated with this property shall be paid by tenant.
Landlord understands that the tenant is going to renovate the property to
accommodate a restaurant/bar and hereby approves said renovations.

38. ENTIRE AGREEMENT. This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the leased premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

THIS IS A LEGALLY BINDING CONTRACT. TENANT IS ADVISED TO SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. TENANT ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, Landlord and Tenant have executed these premises, the day and year above written.

Witness as to Tenant — Tenant

Witness as to Tenant — Tenant

Witness as to Landlord (or Agent) — Landlord (or Agent)

Witness as to Landlord (or Agent) — Landlord (or Agent)

THIS IS A LEGALLY BINDING CONTRACT. TENANT IS ADVISED TO SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. TENANT ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS AGREEMENT.

The printed matter in this form approved by the CHARLESTON TRIDENT ASSOCIATION OF REALTORS®

Form 201 / Revised 1991

COPYRIGHT PENDING

Exhibit "B" - Sub-Leases Rent Roll

213 East Bay Street
Charleston, SC

Tenant	Start	End	Renewals	Base Rent	Current Base Rent	Security Deposit	NNN	Utilities
Sea Isl. Food Grp., LLC dba Squeeze	4/1/6	3/31/07	1 option for 1 year	$2,300 with 4% annual increases	$3,025	$2,300	12% of building total	By Landlord (included in NNN)
Quillen Enterprises	8/2/10	3/31/11	1 option for 6 years	$11,119.62 with 4% annual increases	$11,564.40	$8,125	51% of building total	By Tenant on Shared Meter
Top of the Bay	4/1/11	2/31/17	None	$6,500 with 4% annual increases	$6,500 as of 4/1/12	$1,950	37% of building total	By Tenant

Initials of T&T: _____ Initials of QUILLEN: _____

Exhibit "B" - Sub-Leases Rent Roll

213 East Bay Street
Charleston, SC

Tenant	Start	End	Renewals	Base Rent	Current Base Rent	Security Deposit	NNN	Utilities
Sea Isl. Food Grp., LLC dba Squeeze	4/1/6	3/31/07	1 option for 1 year	$2,300 with 4% annual increases	$3,025	$2,300	12% of building total	By Landlord (included in NNN)
Quillen Enterprises	8/2/10	3/31/11	1 option for 6 years	$11,119.62 with 4% annual increases	$11,564.40	$8,125	51% of building total	By Tenant on Shared Meter
Top of the Bay	4/1/11	3/31/17	None	$6,500 with 4% annual increases	$6,500 as of 4/1/12	$1,950	37% of building total	By Tenant

Initials of T&T: _____ Initials of QUILLEN: MJQ

Exhibit "C" – List of Obligations to be assumed by QUILLEN as Tenant under Master Lease

If none other than the Master Lease, state "None"

Initials of T&T: _____ Initials of QUILLEN: _____

Exhibit "C" – List of Obligations to be assumed by QUILLEN as Tenant under Master Lease

If none other than the Master Lease, state "None"

Initials of T&T: _____ Initials of QUILLEN: mjq

Exhibit "D" – Copy of Sub-Leases

Exhibit "E" – List of Obligations to be assumed by QUILLEN as Sub-Landlord under Sub-Leases

If none other than the Sub-Leases, state "None"

Initials of T&T: _____ Initials of QUILLEN: _____

Exhibit "E" – List of Obligations to be assumed by QUILLEN as Sub-Landlord under Sub-Leases

If none other than the Sub-Leases, state "None"

Initials of T&T: _____ Initials of QUILLEN: MJQ

Landlord's Consent to Assignment

YASCHIK DEVELOPMENT COMPANY, INC., is the successor landlord (hereafter the "Landlord") under that certain lease (the "Lease") with CHARLESTON T&T, INC., (the "Tenant") dated March 14, 1997, for premises at 213 East Bay Street, Charleston, SC. A copy of the Lease is attached to this instrument as Exhibit "A".

Effective as of the date written below, Landlord consents to CHARLESTON T&T, Inc. assigning to the MICHAEL J. QUILLEN FAMILY LIMITED PARTNERSHIP all of CHARLESTON T&T, INC.'s rights and responsibilities as Tenant under the Lease.

Landlord further acknowledges as follows:

1. The Lease copy attached as Exhibit "A" to this Assignment is a true, correct, and complete copy of the Lease. There are no verbal or written amendments or addenda to the Lease.

2. Tenant's rent under the Lease has been paid through the month of February 2012, and the next rent payment is due on March 1, 2012, in the amount of $15,182.17.

3. The Tenant's security deposit held by Landlord pursuant to the Lease is $8,750.

4. The Lease, including the Right of First Refusal contained therein, is in full force and effect and is without default by either Landlord or Tenant thereunder. Furthermore, Landlord is not aware of any circumstance which with the passage of time and delivery of any required notice would constitute a default under the Lease by either Landlord or Tenant.

5. The MICHAEL J. QUILLEN FAMILY LIMITED PARTNERSHIP is relying on this consent and acknowledgement in taking assignment of the rights and responsibilities as tenant under the Master Lease.

Dated: Mar 2, 2012

YASCHIK DEVELOPMENT COMPANY, INC.

By: _____
Thomas Ervin, its President

_____
First Witness

_____
Second Witness

REAL ESTATE SALES AGREEMENT

THIS REAL ESTATE SALES AGREEMENT (the "Agreement") is entered into as of this the 30th day of December, 2013 (the "Effective Date") by and between YASCHIK DEVELOPMENT COMPANY, INC. ("Seller"), and EAST BAY COMPANY, LTD. or its assigns, ("Purchaser"). Seller and Purchaser are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Seller owns TMS# 458-05-03-080, located at 213 East Bay Street, Charleston, South Carolina; and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, such real property on the terms and conditions of this Agreement.

AGREEMENT:

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and legal sufficiency of which the Parties hereto acknowledge, and in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. PURCHASE AND SALE OF PROPERTY. Subject to and in accordance with the terms and conditions of this Agreement, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the following described real property:

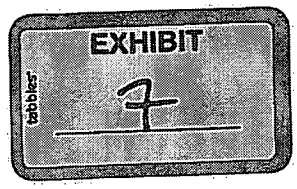
(a) The real property located in or near the City of Charleston, County of Charleston, State of South Carolina, more particularly described on Exhibit A attached hereto and made a part hereof, and any improvements thereon (collectively, the "Land"); and

(b) Together with all right, title, and interest of Seller, including any after-acquired title or reversion, in and to the roads, streets, avenues, and alleys adjoining the Land (all of the foregoing property being hereinafter referred to collectively as the "Property").

(c) Together with a cancellation of the Master Lease with Charleston T & T, Inc., dated March 19, 1997, and assignment by Charleston T & T, Inc. to Quillen Family Limited Partnership in December 2012, (the "Master Lease").

(d) Together with, at the option of Purchaser, an assignment of rights of Seller in the Sub-Leases with Quillen Enterprises, Inc. d/b/a the Brick (the "Brick") and Sea Island Food Group, LLC d/b/a Squeeze ("Squeeze"), (together the "Sub-Lessees"), upon terms acceptable to Purchaser.

(e) Seller is in the process of removing fire damage to the Property, shoring the façade and the remaining portion of the building as required by the City of Charleston and the construction of a steel frame. Seller has agreed to sell the Property in its "as is" condition as



of the date of closing, subject to the terms and conditions of this Agreement.

2. PURCHASE PRICE; EARNEST MONEY. The purchase price and terms of payment, subject to all adjustments and credits hereinafter provided, shall be calculated as follows:

(a) Determine the value of the Property based upon the annual net income from the rental from the Sub-Leases plus income from a second floor tenant that has executed a lease at the time of Closing, or if no such lease has been executed, at an assumed annual rental income of Eighty-One Thousand One Hundred Twenty and No/100 ($81,120.00) Dollars at a five (5%) percent cap rate. Net Income shall be the rent paid to Landlord after deducting all obligations for taxes, insurance, user fees, and other charges, such that the "Net Income" from the Sub-Leases is considered to be triple net leases with no obligations of Landlord other than structural portions of the building and structural portions of the roof. This will be the "Base Purchase Price."

(b) Determine the time it will take to design and reconstruct the building and the time it will take the Sub-Lessees to upfit their spaces and both Sub-Lessees to commence paying rent (the "Rent Commencement Date").

(c) Purchaser and Seller shall work together to review and agree upon all bids in order to determine the amount to be deducted from the Base Purchase Price as follows:

(i) The remaining cost, if any, to engineer and shore the building as required by the City of Charleston.

(ii) Taking into consideration of the construction work paid for and completed by Seller prior to closing determine the hard and soft costs to reconstruct a two-story building with Purchaser as Landlord providing to the two Sub-Lessees and any prospective tenant on the second floor the improvements fully set forth on Exhibit C attached hereto and made a part hereof by this reference. If the parties are unable to agree upon the hard and soft costs to reconstruct during the Initial Inspection Period, either party may terminate this Agreement.

(iii) Deduct the sum of the amounts determined in 2(c)(i) and (ii) from the Base Purchase Price to determine the "Purchase Price."

(iv) Determine the present value of the Purchase Price using a six (6%) percent rate based upon the time from the date of closing to the Rent Commencement Date under the Sub-Leases (the "Purchase Price to be Paid at Closing").

(v) By way of illustration, attached as Exhibit B is a computation of the Purchase Price to be Paid at Closing.

12-20-17

(d) Purchaser shall pay Fifty Thousand and No/100 ($50,000.00) Dollars within three (3) business days of the Effective Date representing an Earnest Money Deposit to McNair Law Firm, P. A., as escrow agent (the "Escrow Agent"). As used in this Agreement, "business day" means any day that is not a Saturday, a Sunday, or a day on which banks in South Carolina are closed. The Earnest Money shall be non-refundable to Purchaser except as otherwise set forth in this Agreement. The Earnest Money shall be applied to the Purchase Price to be Paid at Closing (hereinafter defined); and

Purchaser shall pay the balance of the Purchase Price to be Paid at Closing at the time of consummation of the purchase and sale contemplated hereby (the "Closing"), less any prorations as hereinafter provided. Said balance shall be made by wire transfer of funds in accordance with written wire transfer instructions given by Seller to Purchaser before Closing or by delivery of an official bank check or an attorney's or title company's trust account check.

(e) Seller and Purchaser hereby appoint Escrow Agent to serve as escrow agent hereunder, and Escrow Agent signs this Agreement for the sole purpose of accepting its engagement as escrow agent pursuant to the terms of this Agreement and agreeing to be bound by the applicable terms hereof. Seller and Purchaser acknowledge and agree that the Earnest Money shall be deposited by Escrow Agent in a non-interest bearing account. Seller and Purchaser jointly and severally release and waive any claims they may have against Escrow Agent that may result from Escrow Agent's performance in good faith of its function hereunder, specifically including, but not limited to, any delay in electronic wire transfer of funds. Escrow Agent shall be liable only for loss or damage caused by its acts of gross negligence or intentional misconduct while performing services as an escrow agent, and Escrow Agent shall not be liable for any loss or damage resulting from (i) any default, error, action or omission of any other party, (ii) the expiration of any time limit unless such time limit was known to Escrow Agent and such loss is solely caused by failure of Escrow Agent to proceed in its ordinary course of business, or (iii) Escrow Agent complying with any and all legal process, writs, orders, judgments and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed. Escrow Agent shall not be precluded from representing Purchaser in any and all matters arising out of this Agreement by virtue of having agreed to serve as Escrow Agent.

3. INSPECTION PERIOD.

(a) From and after the Effective Date, Purchaser and its agents shall have one hundred twenty (120) days (as may be extended by Purchaser pursuant to Section 3(e) the "Initial Inspection Period") to study and inspect the Property and to conduct due diligence on the Property. Promptly after Seller's receipt of a counterpart of this Agreement as signed by Purchaser (but no later than three (3) business days after such receipt), Seller shall deliver to Purchaser the following: Copies of Master Lease, the Sub-Leases (already provided); any other sub-leases, and any amendments or modification thereof, title insurance policies, deeds, deeds of trust, mortgages, title exceptions, building plans, survey, environmental studies and all contracts or documents with regard to the demolition and shoring together with all notices from the City or other governmental bodies regarding the demolition and shoring, as well

as all construction contracts and contracts for constructing the steel frame and any other construction work to be performed by Seller prior to Closing, to be constructed and paid for by Seller prior to Closing.

(b) If Seller is unable to receive a termination of the Master Lease prior to the expiration of the Initial Inspection Period and/or Purchaser and Seller have been unable to agree upon new Leases with Sub-Lessees on terms acceptable to Purchaser and Seller as provided in Section 5(e) or Purchaser determines, in its sole discretion, that the Property is not suitable for Purchaser for any reason, then at any time before midnight (Charleston, South Carolina time) on the last day of the initial one hundred twenty (120) days of the Inspection Period, Purchaser or Seller, as applicable, may terminate this Agreement by giving Seller and Escrow Agent written notice of such termination (which may be given by facsimile or electronic mail on the last day of the Inspection Period), and upon Escrow Agent's receipt of a copy of such termination, Escrow Agent shall promptly thereafter pay the Earnest Money to Purchaser. If Purchaser does not terminate at the end of the Initial Inspection Period, the Earnest Money shall be non-refundable except for Seller default or otherwise provided herein.

(c) During the Inspection Period and any Extension Period, Purchaser shall have a license to enter upon the Property to make any inspections, tests, and studies (including environmental assessments) that Purchaser deems necessary with respect to its purchase and use of the Property. Such inspections, tests, and studies shall be conducted in such a manner as to minimize damage to the Property and disturbance to existing Tenant and its business operations; in the event Purchaser does not purchase the Property, Purchaser agrees to close all soil borings and other sampling points and to repair any damage caused by such inspections, tests, or studies to the extent commercially practicable. Purchaser shall indemnify, defend, and hold harmless Seller and its officers, employees, agents, representatives, invitees, and contractors against any injury or damage caused by the entry of Purchaser or its agents, representatives, consultants, or contractors upon the Property in connection with exercise of the inspection right granted to Purchaser under this Section 3, unless due to any actions of Seller, its employees, agents, representatives, consultants, contractors, or invitees.

(d) In conducting any inspections, investigations, or tests of the Property, Purchaser and its agents and representatives shall: (i) not unreasonably interfere with the maintenance of the Property; (ii) not injure or otherwise cause bodily harm to Seller or its respective agents, guests, invitees, contractors, and employees or any tenants or their agents, guests, invitees, contractors, and employees; (iii) comply with all applicable laws; (iv) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (v) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; and (vi) before conducting any Phase II or other invasive testing of the Property, Purchaser shall advise the Seller of the need for and scope of such testing. Purchaser shall bear the cost of all such inspections or tests. Any liability of Purchaser arising under the obligations of this Section 3(d) shall survive any termination of this Agreement.

(e) At expiration of Initial Inspection Period, Purchaser may exercise in its sole discretion a sixty (60) day extension (the "Extension Period") to complete its due diligence and approval process. Should Purchaser exercise said extension, Purchaser shall post an additional non-refundable deposit of Twenty-Five Thousand and No/100 ($25,000.00) Dollars to

12-20-13

be held in aforementioned escrow account as additional Earnest Money. During said Extension Period, Purchaser has the right to cancel this Agreement at any time for any reason. Should Purchaser cancel this Agreement, the total Earnest Money shall be relinquished to Seller. Should Purchaser close on the Property all of the Earnest Money shall be applied to the Purchase Price.

4. TITLE EXAMINATION; OBJECTIONS. During the Initial Inspection Period, Purchaser shall conduct an examination of title to the Property, which shall result in the issuance by a title insurance company of Purchaser's choosing (the "Title Company"), of a title insurance commitment or a title opinion or title report with respect to the status of title to the Property (the "Title Report"). Within five (5) business days after receipt of the Title Report and any new survey of the Property obtained by Purchaser, Purchaser shall give Seller copies of such documents. If an exception to title not acceptable to Purchaser appears on the Title Report or the new survey, Purchaser shall give Seller notice of the exception within ten (10) business days after receipt of the Title Report or the survey, as the case may be. Seller shall have a reasonable period, not to exceed thirty (30) days after receipt of notice from Purchaser (the "Cure Period"), to elect to remove any such exception, as long as Purchaser provides written notice of such exception within the Initial Inspection Period, or to provide Purchaser written notice that it will not remove such exception. If Seller elects not to remove the title exception, or cannot do so within the Cure Period, then Purchaser shall have the right (but not the obligation) to (i) extend the Cure Period, (ii) accept title to the Property subject to the exception, which shall then become a Permitted Exception, without reduction in the Purchase Price; or (iii) terminate this Agreement, in which case Escrow Agent shall promptly return the Earnest Money to Purchaser. For purposes of clarification, in no event shall an exception which has been removed from the Title Report thereafter be deemed a Permitted Exception hereunder. Seller shall be required to remove at closing those exceptions which can be removed by paying an ascertainable sum of money such as mortgages, liens, unpaid taxes, and special assessments.

5. SURVEY, ZONING, APPROVALS, AND LEASES.

(a) Prior to the expiration of the Inspection Period, Purchaser shall order a current survey and shall have the right to process the survey with the City of Charleston for recording.

(b) Purchaser, prior to the expiration of the Initial Inspection Period, shall obtain a termination of the Master Lease.

(c) Purchaser shall have the right to seek approvals and variances from the Board of Zoning Appeals of the City of Charleston as well as construction approvals from the Board of Architectural Review and all other necessary approvals from governmental bodies.

(d) Seller agrees to cooperate in a timely manner, with Purchaser in making applications and shall sign all necessary application forms for any variances, and design approvals of the Property as herein provided.

(e) Prior to the expiration of the Initial Inspection Period, Seller and Purchaser shall agree upon the terms of new leases with the existing Sub-Lessees that are acceptable to both parties and which do not change the business terms of the Sub-Lessees. These new Leases

TMB 12-30-13

shall be assigned to Purchaser at Closing.

6. REPRESENTATIONS AND WARRANTIES.

(a) Seller does hereby warrant and represent to Purchaser as follows:

(i) There are no pending or threatened condemnation or similar proceedings or special assessments or tax reassessments affecting the Property or any part thereof, nor to the knowledge of Seller are any such proceedings or assessments contemplated by any "Governmental Authorities" (as used herein, "Governmental Authorities" shall mean the United States, the State of South Carolina, the County of Charleston, the City of Charleston or any agency, department, commission, board, bureau or instrumentality of any of them), or other entity having condemnation authority, and that Seller shall promptly notify and deliver to Purchaser copies of all such notices received by Seller prior to Closing, if any.

(ii) Except for demolition, shoring bills and construction, and costs of the steel and steel framing and other construction work to be paid by Seller pursuant to its contracts in the normal course of business, there are no unpaid charges, debts, liabilities, claims or obligations arising from the construction, ownership or operation of the Property which could give rise to any mechanic's or materialmens' or other statutory lien against the Property, or any part thereof, or for which Purchaser will be responsible.

(iii) Seller has received no notice of any judicial, quasi-judicial, administrative or other proceeding which might adversely affect the validity of the present zoning of the Property.

(iv) Except for the demolition and shoring work, Seller has not received written notice from any Governmental Authorities requiring the correction of any material condition with respect to the Property, or any part thereof, by reason of violation of any statute, ordinance, code, rule or regulation, including zoning regulations.

(v) Seller is a corporation organized and validly existing under the laws of the State of South Carolina and has the full and unrestricted lawful power and authority to enter into and carry out the terms of this Agreement and that this Agreement has been duly authorized, executed and delivered by Seller and is binding upon and enforceable against Seller and its officers and directors.

12-20-13

(vi) On the Effective Date, other than the Master Lease and Sub-Leases, Seller has, and on the Closing Date will have, good, indefeasible and insurable (at standard title insurance rates) title to the Property, subject to no liens, charges, encumbrances, security agreements or other rights of others or other adverse interests of any kind, except the Permitted Exceptions.

(vii) The Property does not encroach upon, and is not encroached upon, by adjoining properties or improvements.

(viii) The consummation of the transaction contemplated by this Agreement will not constitute a default under or result in the creation or imposition of any security interest, lien or encumbrance upon the Property under (a) any term or provision of the Articles of Incorporation or Bylaws of Seller or any other governing documents of Seller, (b) any agreement, contract, commitment, undertaking or understanding to which Seller is a party, to which the Property is subject, (c) any judgment, decree or any order of any court, quasi-judicial authority or governmental unit, authority or agency, or (d) any statute, law, regulation or rule.

(ix) Except for any governmental permits and approvals to be obtained by Seller in connection with the performance of the demolition and shoring, up to the date of Closing, "Seller's Work", no consent of any Governmental Authorities is required to be obtained by Seller in connection with the consummation of the transaction contemplated by this Agreement.

(x) Seller is not conducting and has not conducted its business and affairs as they relate to the Property in violation of any federal, foreign, state or local law, statute, ordinance, rule or regulation or court or administrative order or process, including, without limitation, any that relate to hazardous waste and environmental and pollution control and protection.

(xi) The Property is and will on the Closing Date be free and clear of all "Hazardous Materials", and environmental threatening conditions. As used herein, "Hazardous Materials" shall include, but shall not be limited to, polychlorinated biphenyls (PCBs), petroleum (including oil, motor oil and gasoline), natural gas (and synthetic gas usable for fuel), asbestos and asbestos-containing materials (ACMs), underground storage tanks (USTs), above-ground storage tanks (USTs) as well as substances defined as "hazardous substances", "pollutants" or "contaminants" in

12-30-13

the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. Sections 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et seq.); and the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq.); and in the regulations adopted pursuant to said laws.

(xii) There are no agreements affecting the Property, or any interest therein, with tenants or others, oral or in writing, except for the Master Lease and Sub-Leases, and permitted exceptions, and that as of the Closing Date, the Property will be vacant and free of improvements except to the extent approved by Purchaser prior to the expiration of the Initial Inspection Period.

(xiii) Except for the demolition and shoring, to the best of Seller's knowledge the Property complies with all federal, state and local laws, statutes, ordinances, rules and regulations and that there have been no violations of any such laws, statutes, ordinances, rules or regulations and that the Property has never been used for any purpose which would create an obligation for investigations and/or notifications to state or federal agencies.

(xiv) Seller shall use all commercially reasonable efforts in assisting and supporting Purchaser in obtaining all permits, variances and approvals necessary for Purchaser's construction activities on and the development and use of the Property by Purchaser.

(xv) Seller shall save and hold harmless Purchaser from any claims arising out of the Master Lease or the Sub-Leases prior to the date of Closing.

(b) Purchaser does hereby warrant and represent to Seller as follows:

(i) Purchaser has full power and authority to enter into this Agreement and to perform all of its obligations hereunder;

(ii) Purchaser is not a nonresident alien or foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and regulations promulgated thereunder);

(iii) Purchaser is not a disregarded entity as defined in 26 CFR §1.1445-2(b)(2)(iii); and

(iv) Neither Purchaser nor any director, officer, agent, employee, or affiliate of Purchaser currently is subject to any United States sanctions administered by the Office of Foreign Assets Control of

12-30-13

the U.S. Department of the Treasury.

7. CONDITIONS TO PURCHASER'S OBLIGATION TO PURCHASE. The obligation of Purchaser to purchase the Property from Seller is subject to the satisfaction on or before Closing of the following conditions (collectively, the "Closing Conditions"), any of which may be waived in whole or in part in writing by Purchaser at or prior to Closing:

(a) The representations and warranties made by Seller in this Agreement shall be materially true as of the date of Closing; and

(b) There shall not be a material adverse change to the condition of the Property following the expiration of the Inspection Period or the condition of title to the Property following the expiration of the Cure Period, which is not caused by Purchaser. In the event that there is a material adverse change to the condition of the Property (including physical and environmental condition of the Property), or condition of title to the Property as provided above, Purchaser shall provide written notice to Seller identifying such material adverse change and Seller shall have a period of thirty (30) days from receipt of such notice to correct such material adverse change and Closing shall be postponed as necessary to permit Seller the entire thirty (30) day correction period. If Seller does not agree to abate a major material adverse change, Purchaser shall in writing either:

(i) terminate this Agreement, at which time the Earnest Money shall be returned to Purchaser and neither party shall be liable thereafter to the other, or

(ii) extend Seller's cure period under this Section 7(b) for at least ten (10) business days.

8. INDEMNIFICATION. Seller agrees to defend, indemnify, and hold Purchaser harmless from and against, and to reimburse such persons with respect to, any and all third-party claims, demands, losses, damages (excluding consequential damages), liabilities, causes of action, judgments, penalties, costs, and expenses (including reasonable attorneys' fees actually incurred at standard hourly rates, expenses reasonably incurred, and court costs and costs of investigation and remediation) incurred by Purchaser arising out of the breach of any representation or warranty of Seller as set forth herein. This Section 8 shall survive Closing for a period of six (6) months.

9. BROKERAGE COMMISSION. Seller and Purchaser each represent to the other that neither party has engaged the services of a broker and they shall save and hold harmless each other from any claim from a broker arising out of their respective activities.

10. CLOSING.

12-20-13

(a) Unless extended in writing by agreement of the Parties and subject to the satisfaction or waiver of the Closing Conditions, Purchaser and Seller shall consummate and close the sale contemplated by this Agreement upon the later of six (6) months from the Effective Date of this Agreement or ten (10) business days from the issuance of a building permit; provided, however, in the event Closing has not occurred within one (1) year from the Effective Date and both Purchaser and Seller have used reasonable commercial business effort to perform their obligations under this Agreement, either party can terminate and the Deposit and any Additional Deposits will be returned to Purchaser and thereafter neither party shall have any further liability to the other.

(b) Ad valorem taxes, assessments, user fees, and other items of income and expense relating to the property for the calendar year in which Closing occurs shall be adjusted and prorated between Seller and Purchaser as of 12:01 a.m. on the Closing Date, based on a 365-day year as follows:

(i) Real estate taxes and assessment for the current year shall be prorated, whether or not due and payable. If real estate taxes for the current year cannot be ascertained, those for the previous year shall be utilized.

(ii) If closed prior to the issuance of tax bills for the year of closing, the parties agree to readjust the taxes within thirty (30) days of delivery of recalculation by one of the parties to the other once the final tax bill is issued. At Closing the parties will enter into a tax proration agreement to that effect.

(c) Seller shall pay all required documentary stamps and other transfer taxes as required by state law, Seller to pay for preparation of deed and Seller's attorney fees.

(d) Purchaser shall pay the cost of recording the limited warranty deed and Purchaser's attorney's fees, survey, title insurance and other Purchaser closing costs.

(e) At Closing, Seller will deliver to Purchaser the following documents:

(i) A limited warranty deed, in standard South Carolina form and in recordable form, duly executed by Seller and conveying to Purchaser good, fee simple, indefeasible and insurable (at standard title insurance rates) title to the Property subject only to the Permitted Exceptions;

(ii) Evidence that all requirements regarding the demolition and shoring that Seller has agreed to perform pursuant to existing contracts or any new agreement reached with Purchaser prior to expiration of the Initial Inspection Period have been approved, such as a no further action letter, by the applicable governmental

12-30-13

bodies,

(iii) A resolution of Seller authorizing and approving this Agreement, the transaction contemplated herein and the closing thereof;

(iv) Such other documents as Purchaser, Purchaser's counsel and the Title Company shall require to fully perform this Agreement, including, without limitation, affidavits and other documents acceptable to Purchaser, Purchaser's counsel and the Title Company to remove the Schedule B standard exceptions of the Commitment, including, without limitation, an owner's affidavit, lien waiver affidavit, gap indemnity agreement, and an affidavit or other form of certification that Seller is not subject to the Patriot Act or on a list of prohibited persons under any federal, state, or local regulations;

(v) A Transferor Affidavit that the sale is not a majority of the assets of the Seller or a Certificate of Tax Compliance for Seller dated within thirty (30) days of the Closing from the South Carolina Department of Revenue satisfying the requirements of South Carolina Code Section 12-54-124 stating that all tax returns for Seller have been filed and all taxes generated by its business have been paid;

(vi) A South Carolina Withholding Affidavit;

(vii) A FIRPTA non-foreign affidavit; and

(viii) A termination of the Master Lease and assignment, if necessary, of any rights to the Sub-Leases.

(f) At Closing, Purchaser shall deliver to Seller a sum equal to the balance of Purchase Price as herein provided. Escrow Agent shall deliver by wire transfer the Earnest Deposit and any additional Earnest Money to Purchaser's Closing Attorney to be applied to the Purchase Price due at Closing.

11. RISK OF LOSS. Seller shall bear all risk of condemnation and of loss, damage, or destruction to the Property prior to Closing. If there is a condemnation, or damage or destruction to the improvements, Seller shall give Purchaser notice within three (3) business days of the loss or notice of condemnation. Purchaser shall have the right to either terminate this Agreement or proceed to Closing. If terminated, all Earnest Money will be returned to Purchaser and thereafter neither party shall have any obligation to the other. In the alternative, Purchaser can elect to proceed and Seller shall assign to Purchaser any rights to the condemnation or insurance proceeds, as the case may be, and Purchaser shall proceed to Closing.

12. DEFAULT.

(a) By Seller. If Seller defaults in any of its obligations under this Agreement, then provided Purchaser is not in default hereunder (and provided Purchaser has notified Seller of the specific nature of the default and allowed Seller a fifteen (15) business day period to cure such default), Purchaser may declare this Agreement terminated, in which event all Earnest Money shall be returned to Purchaser, or the Purchaser may bring an action for specific performance.

(b) By Purchaser. If Purchaser defaults in any of its obligations under this Agreement, then provided Seller is not in default hereunder (and provided Seller has notified Purchaser of the specific nature of the default and allowed Purchaser a fifteen (15) business day period to cure such default), Seller may declare this Agreement terminated, in which event all Earnest Money shall be forfeited to Seller as liquidated damages, and not as a penalty, and as Seller's sole and exclusive remedy, and all other rights and obligations of the Parties shall be terminated.

13. MISCELLANEOUS.

(a) Notices. Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be deemed given if delivered personally or sent by facsimile or email (with confirmation of receipt), by registered or certified mail, postage prepaid, or by recognized courier service, to the addresses set forth below or such other addresses as are specified by written notice delivered in accordance herewith. Notices shall be deemed received when actually received by Seller or Purchaser, as applicable; provided, however, that notices will be deemed received upon transmission of such notice if delivery cannot be accomplished because of a change of address by one Party, but only if such Party did not notify the other Party of such change of address, or because of refusal of a Party to accept delivery of any such notice.

If to Purchaser: East Bay Company, Ltd.

Hilton C. Smith, Jr.
East Bay Company, Ltd.
215 East Bay Street, Ste 504
Charleston, SC 29401
843-577-9060 x 228
843-722-0332 fax
hsmith@eastbaycompany.com

With copy to J. Sidney Boone, Jr., Esq.
McNair Law Firm, P.A.
100 Calhoun Street, Suite 400
Charleston, SC 29401
843-723-7831 office
843-722-3227 fax
sboone@mcnair.net

If to Seller: Yaschik Development Company, Inc.

12-20-13

Thomas M. Ervin
Yaschik Development Company, Inc.
56 Queen Street
Charleston, SC 29401
843-723-6464
YAschik@bellsouth.net

With copy to:

W. Gregory Pearce, Sr., Esq.
Moore & Van Allen, PLLC
PO Box 22828
Charleston, SC 29413
843-579-7087
gregpearce@mvalaw.com

14. Law To Govern. This Agreement shall be governed by, construed, interpreted, and enforced under the laws of the State of South Carolina.

(a) No Waiver. The failure of either Party to exercise any power given any Party hereunder or to insist upon strict compliance by either Party of its obligations hereunder, shall not constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

(b) Entire Agreement; Modification. This Agreement contains the entire agreement of the parties to this Agreement with respect to the subject matters discussed herein, and no representations, inducements, promises, or agreements, oral or otherwise between the parties to this Agreement not embodied herein, shall be of any force and effect. No amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing, and such amendment is executed by all of the parties to this Agreement.

(c) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

(d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one instrument.

(e) Survival of Warranties. All representations, warranties, and agreements contained in this Agreement shall survive Closing to the extent set forth herein.

(f) Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12-30-13

(g) Captions. Captions and headings throughout this Agreement are for convenience and reference only, and they shall not define, limit, modify, or add to the interpretation or meaning of any provisions of this Agreement or in any way affect the scope, intent, or effect of this Agreement.

(h) Force Majeure. Whenever a period of time is provided for in this Agreement for either Party to do or perform any act or thing, said Party shall not be responsible for any delay due to acts of God or other causes beyond the reasonable control of said Party, and in such event the time period shall be extended for the amount of time said Party is so delayed, so long as the Party asserting a delay due to an event of force majeure promptly notifies the other Party of the occurrence of such event: provided, the foregoing shall not apply to the Parties' obligations at Closing.

(i) Assignment. Purchaser shall have the right to assign this Agreement to an affiliate or nominate an affiliate to take title to the Property.

(j) Additional Instruments. The parties hereto shall execute and deliver any and all additional documents, certifications, or other instruments and to perform any and all additional actions as shall be necessary to give full effect to and to complete the purpose and intent of this Agreement.

(k) Attorney Fees and court costs. Any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and court costs from the non-prevailing party incurred by such party in enforcing its rights hereunder.

(l) Construction. This Agreement shall be constructed fairly as to both parties and not in favor of or against any party, regardless of which party prepared this Agreement.

(m) Counterparts. The parties may execute this Agreement in any number of duplicate originals each of which shall constitute an original and all of which collectively constitute only (1) one Agreement.

(n) Non-Disclosure. Purchaser and Seller agree not to disclose, directly or indirectly, the terms of this Agreement to any person, firm, or entity other than their respective attorneys, lenders, accountants, contractors, and representatives, the title company, or other third parties who are required to be informed thereof in connection with their approval of the proposed transactions or the representation of the Parties in connection with this transaction.

(o) Unless otherwise stated, TIME IS OF THE ESSENCE as to all items that time performance is provided herein.

(p) Section 1031 Exchange. Purchaser agrees that it shall cooperate Seller in effecting § 1031 exchange under the Internal Revenue Code so long as Purchaser is not required to obtain title or hold title to any replacement property.

IN TESTIMONY WHEREOF, the parties listed below each have signed this Agreement in their respective names, by their duly authorized officers, members, or managers, as the case may be, as of the Effective Date.

12-20-13

SELLER:

Yaschik Development Company, Inc.

By:
Name: Thomas M. Ervin
Title: President

PURCHASER:

East Bay Company, Ltd.

By:
Name: Hilton C. Smith, Jr.
Title: President

ESCROW AGENT:

McNair Law Firm, P.A.

By:
Name: J. Sidney Boone, Jr.
Title: Of Counsel

Exhibit A

Legal Description

ALL those pieces, parcels and tracts of land, with the buildings and improvements thereon, shown and designated as "213 EAST BAY ST., 5,097.085 SQ. FT. 0.117 AC" AND "PARKING FOR 213 EAST BAY ST. 855.404 SQ. FT. 0.0196 AC" as shown on the plat entitled, "PLAT OF THE ADJUSTMENT OF PROPERTY LINE OF 215 EAST BAY STREET, CITY OF CHARLESTON, CHARLESTON COUNTY, S.C." dated September 9, 1985, prepared by George A.Z. Johnson, Jr., and recorded December 23, 1985, in Plat Book BG, Page 64 in the RMC Office for Charleston County.

SAID PARKING FOR 213 EAST BAY ST shall not be a separate approved building lot, but shall be added to and become a part of No. 213 East Bay Street.

THIS CONVEYANCE is subject to the rights of East Bay Company, Ltd. to construct, maintain, own, reconstruct and operate a parking garage and ramps over the above-described property in accordance with the plans and specifications approved heretofore.

TOGETHER WITH a permanent transmissible easement, appurtenant over that portion of the "215 East Bay Street Tract" for the purpose of the vehicular and the pedestrian ingress and egress from the parcel being transferred to Cumberland Street, subject to and in accordance with the design and operation of the garage, which shall not unduly impair said right of ingress and egress.

SUBJECT to the obligations and together with all of the rights contained in that certain Deed from East Bay Company, Ltd. to George R. West, Jr., dated December 18, 1985, and recorded December 23, 1985, in Deed Book N150, Page 862; as re-recorded November 23, 1988, in Book V179, Page 9; and as re-rerecorded in Book C180, Page 395 to reflect the addition of Exhibit A, all as recorded in the RMC Office for Charleston County.

THIS BEING the same property conveyed to Yaschik Development Company, Inc. by Deed of 213 East Bay Associates, Inc., dated April 15, 2003, and recorded April 16, 2003, in Book S444, Page 779 in the RMC Office for Charleston County.

TMS No. 458-05-03-080

TMO 12-20-13

EXHIBIT B
Computation of Purchase Price to be Paid at Closing

Value based on Annual Net Income for two Leases of The Brick and Squeeze, plus income from a second floor tenant that has executed a lease at the time of Closing, or, if no lease has been executed, an assumed net rental income of $81,120.00 for the second floor, at 5% cap rate.

Annual Net Income:			
	Brick	$150,096	
	Squeeze	40,992	
	2nd Floor Tenant	81,120	
		$272,208	
Base Purchase Price		/ 0.05 =	$5,444,160
Less:			
	Engineering/shoring		- 50,000
	Construction		- 1,500,000
Purchase Price before NPV discount			$3,894,160
	NPV discount at 6% (assume 12 months)		- 220,424
Purchase Price to be paid at Closing			$3,673,736

JMB 12-20-13

EXHIBIT C
Landlord's Work

In addition to the completion of the basic two-story building, built in accordance with all applicable codes and regulations, Purchaser (as Landlord) shall furnish the following improvements:

1. Two (2) restrooms to code for each Sub-Lessee, as required for restaurant use.

2. Sheet-rocked and taped walls.

3. Concrete floor slab, broom swept.

4. Suspended, dropped T-bar ceiling with a 2' x 4' grid.

5. Four hundred (400) amp low voltage electrical service distributed per code.

6. Fluorescent 4' x 2' lighting fixtures with one fixture per 150-200 square feet.

7. HVAC distributed at one ton per 250 square feet, or as required for restaurants.

8. Fire sprinklers per code distributed throughout the space based upon retail and/or restaurant use, together with all fire detection equipment required by code.

9. Water, gas, cable and telephone service stubbed to the Premises.

10. If required as a part of obtaining Sub-Leases acceptable to Purchaser, the following shall also be provided by Purchaser as Landlord and these items will be included in the cost of construction:

    (a) Floor covering – carpet, tile or wood;

    (b) Special wall finishes, such as special painting, wall coverings, or wood paneling;

    (c) Additional plumbing and/or electrical capacity and distribution, as required for restaurants;

    (d) Upgraded lighting fixtures such as 2' x 2' fixtures or track or recessed lighting;

    (e) Above-standard HVAC for restaurant use or those tenants that have a high electrical load for lighting fixtures, electronics, and/or computers; and

    (f) Grease traps for restaurants.

12-30-13

YASCHIK ENTERPRISES

56 Queen Street • Post Office Box 328 (29402)
Charleston, South Carolina 29401

Phone: (843) 723-6464 • FAX: (843) 723-1228 • E-mail: yaschik@bellsouth.net

MEMORANDUM

DATE: May 31, 2013

TO: Hilton C. Smith, Jr., President/CEO
East Bay Company, Ltd.
PO Box 1298
215 East Bay Street
Charleston, SC 29402

FROM: Thomas M. Ervin

RE: 213 E. Bay Street

Pursuant to our telephone conversation yesterday, please review the pertinent facts and proposal, as follows:

1. 213 East Bay is subject to a master lease on a pure net basis.
2. The current lease term expires March 31, 2017.
3. Renewal options are available through March 31, 2027.
4. The current tenant has a right of first refusal on any sale offer.
5. Annual rent increases of 4% are due each April 1.
6. An offer based on a 5% capitalization rate will be considered. Current net rent is $189,099.12. Purchase price would be $3,781,982.40.
7. Closing must be no later than July 19, 2013.
8. No broker fees will be paid.

If the foregoing is of interest, please contact me at your convenience.

BELFOR Property Restoration

7629 Southrail Rd - Charleston, SC 29420
843-767-0711 - Office 843-767-0714 - Fax
888-421-4119 - Toll Free
SC License # G106724 Fed ID # 84-1309171

File - 213 E Bay

Client: Mike Quillen
Property: 213 East Bay
Charleston, SC

Operator Info:
Operator: MAG

Estimator: Martin Giorgi

Cellular: (843) 793-7892
E-mail: Martin.Giorgi@us.belfor.com

Type of Estimate: Fire
Date Entered: 4/27/2013 Date Assigned:

Price List: SCCH7X_MAR13
Labor Efficiency: Restoration/Service/Remodel
Estimate: 13-32-FLPCON

We would like to thank you for the opportunity to provide you with this estimate. The total cost for the repairs detailed in the following estimate is **$2,154,812.63**.

The attached estimate details the specific work to be completed. Additional work outside of that specified in this estimate will be through separate proposal(s) and/or change order(s) detailing the additional/changed scope of work as well as the terms and pricing of those changes. Repairs will be scheduled after a signed copy of this estimate is received.

Progress payments may be billed at 25%, 50%, 75%, and 90% of completion with the balance due upon substantial completion of this scope of work. Change orders will be billed as completed and credits will be applied to the final contract billing.

Unless noted otherwise, the customer is required to provide heat, water and electricity on-site for the duration of this project. The customer is responsible for providing continuous access to the project area during normal business hours, Monday - Friday, 8:00 am - 5:00 pm. Where an item is being replaced, we will be matching the existing item's quality, color, finish, texture or material as close as possible where applicable unless noted otherwise, there is no guaranty either specified or implied on exact matches. This estimate does not include hazardous material testing or abatement unless specifically detailed in the following estimate.

This estimate is valid for 30 days from 7/20/2013. If you have any questions about this estimate, please contact Martin Giorgi to discuss those questions.

I/we agree to the terms and conditions of this proposal.

_____ Date_____
Owner/Authorized signature

_____ Date_____
BELFOR Representative

EXHIBIT
23

Yaschik 0924

BELFOR Property Restoration

7629 Southrail Rd - Charleston, SC 29420
843-767-0711 - Office 843-767-0714 - Fax
888-421-4119 - Toll Free
SC License # G106724 Fed ID # 84-1309171

Line Item Totals: 13-32-FLPCON 1,760,570.43

Grand Total Areas:

29,115.32	SF Walls	9,066.17	SF Ceiling	38,181.49	SF Walls and Ceiling
9,166.80	SF Floor	1,018.53	SY Flooring	2,210.35	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	2,254.77	LF Ceil. Perimeter
9,166.80	Floor Area	10,407.50	Total Area	27,809.25	Interior Wall Area
11,161.60	Exterior Wall Area	689.12	Exterior Perimeter of Walls		
5,622.17	Surface Area	56.22	Number of Squares	381.06	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

BELFOR Property Restoration

7629 Southrail Rd - Charleston, SC 29420
843-767-0711 - Office 843-767-0714 - Fax
888-421-4119 - Toll Free
SC License # G106724 Fed ID # 84-1309171

Summary

Line Item Total				1,760,570.43
Material Sales Tax	@	8.500% x	442,819.04	37,639.62
				1,798,210.05
Overhead	@	10.0% x	1,783,012.87	178,301.29
Profit	@	10.0% x	1,783,012.87	178,301.29
Replacement Cost Value				**$2,154,812.63**
Net Claim				**$2,154,812.63**

Martin Giorgi

BELFOR Property Restoration
7629 Southrail Rd - Charleston, SC 29420
843-767-0711 - Office 843-767-0714 - Fax
888-421-4119 - Toll Free
SC License # G106724 Fed ID # 84-1309171

Recap by Room

Estimate: 13-32-FLPCON		135,716.08	7.71%
Area:	Main Level	48,352.50	2.75%
	Brick	115,088.31	6.54%
	Mechanical Closet	4,039.70	0.23%
	Cooler	6,689.27	0.38%
	Kitchen	27,675.37	1.57%
	Freezer	7,176.90	0.41%
	Billard	20,912.41	1.19%
	Water Heater Closet	2,038.16	0.12%
	Storage Area/Room	2,547.96	0.14%
	Storage	961.72	0.05%
	Hallway	4,644.02	0.26%
	Mens vanity	5,849.70	0.33%
	Mens room	6,541.91	0.37%
	Ladies room	6,070.96	0.34%
	Ladies vanity	5,849.70	0.33%
	Back hall	13,579.67	0.77%
	Squeeze	62,588.93	3.56%
	SKitchen	13,166.36	0.75%
	SStorage	10,061.09	0.57%
	Light Entry	1,769.33	0.10%
	Area Subtotal: Main Level	365,603.97	20.77%
Area:	2nd Floor	816,079.67	46.35%
	Front Stairs	8,584.35	0.49%
	Entry Hall	7,547.66	0.43%
	Speak Easy	45,864.45	2.61%
	Kitchen/Storage	11,276.03	0.64%
	offset	1,339.37	0.08%
	OFFSET 2	2,068.23	0.12%
	Bar Bath	2,378.36	0.14%
	Shower	938.58	0.05%
	Vanity	665.52	0.04%
	SELounge	19,294.41	1.10%
	Lounge Closet	1,667.32	0.09%
	Bathroom	8,828.88	0.50%
	Laundry Room	4,472.45	0.25%
	Bathroom/closet	4,177.63	0.24%
	Linen Closet	1,505.94	0.09%
	MECHANICAL	3,650.54	0.21%
	Light Bar	54,192.42	3.08%
	HIS BATH	15,736.38	0.89%
	HER BATH	12,450.05	0.71%

	Light dance	82,454.19	4.68%
	Storage	6,840.26	0.39%
	Storage Area/Room	19,282.68	1.10%
	Back Stairs	2,966.86	0.17%
	Area Subtotal: 2nd Floor	1,134,262.23	64.43%
Area:	Roof		
	RoofI	124,988.15	7.10%
	Area Subtotal: Roof	124,988.15	7.10%
	Subtotal of Areas	1,760,570.43	100.00%
	Total	1,760,570.43	100.00%

BELFOR Property Restoration

7629 Southruil Rd - Charleston, SC 29420
843-767-0711 - Office 843-767-0714 - Fax
888-421-4119 - Toll Free
SC License # G106724 Fed ID # 84-1309171

Recap by Category

O&P Items	Total	%
ACOUSTICAL TREATMENTS	1,495.44	0.07%
CABINETRY	10,482.89	0.49%
CLEANING	41,998.84	1.95%
CONCRETE & ASPHALT	11,112.35	0.52%
GENERAL DEMOLITION	405.21	0.02%
DOORS	23,576.11	1.09%
DRYWALL	52,944.09	2.46%
ELECTRICAL	104,372.41	4.84%
MISC. EQUIPMENT - COMMERCIAL	13,460.96	0.62%
FLOOR COVERING - CARPET	957.18	0.04%
FLOOR COVERING - RESILIENT	5,742.99	0.27%
FLOOR COVERING - VINYL	6,142.81	0.29%
FLOOR COVERING - WOOD	83,645.26	3.88%
PERMITS AND FEES	20,000.00	0.93%
FINISH CARPENTRY / TRIMWORK	6,624.59	0.31%
FRAMING & ROUGH CARPENTRY	66,334.55	3.08%
HEAT, VENT & AIR CONDITIONING	107,701.53	5.00%
INSULATION	10,731.47	0.50%
LABOR ONLY	111,758.40	5.19%
MASONRY	683,932.44	31.74%
PLUMBING	62,407.17	2.90%
PANELING & WOOD WALL FINISHES	6,259.72	0.29%
PAINTING	32,341.85	1.50%
ROOFING	53,885.59	2.50%
SCAFFOLDING	26,100.00	1.21%
STAIRS	2,316.60	0.11%
TOILET & BATH ACCESSORIES	10,102.52	0.47%
TIMBER FRAMING	169,659.23	7.87%
TEMPORARY REPAIRS	3,957.68	0.18%
WINDOW TREATMENT	1,981.85	0.09%
WINDOWS - WOOD	6,598.55	0.31%
WATER EXTRACTION & REMEDIATION	7,087.50	0.33%
O&P Items Subtotal	1,746,117.78	81.03%

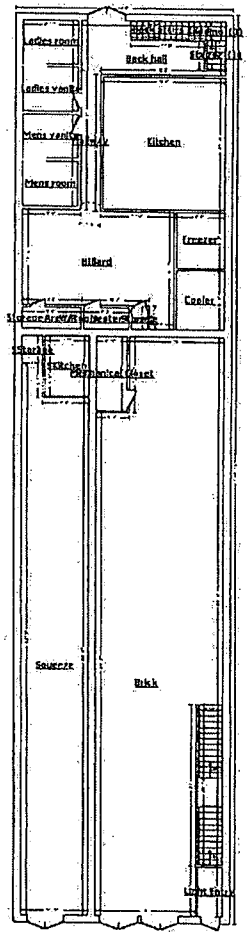
Non-O&P Items	Total	%
FRAMING & ROUGH CARPENTRY	14,452.65	0.67%
Non-O&P Items Subtotal	14,452.65	0.67%

BELFOR Property Restoration

7629 Southrail Rd - Charleston, SC 29420
843-767-0711 - Office 843-767-0714 - Fax
888-421-4119 - Toll Free
SC License # G106724 Fed ID # 84-1309171

O&P Items Subtotal			1,746,117.78	81.03%
Material Sales Tax	@	8.500%	37,639.62	1.75%
Overhead	@	10.0%	178,301.29	8.27%
Profit	@	10.0%	178,301.29	8.27%
Total			2,154,812.63	100.00%

Main Level



N

Main Level

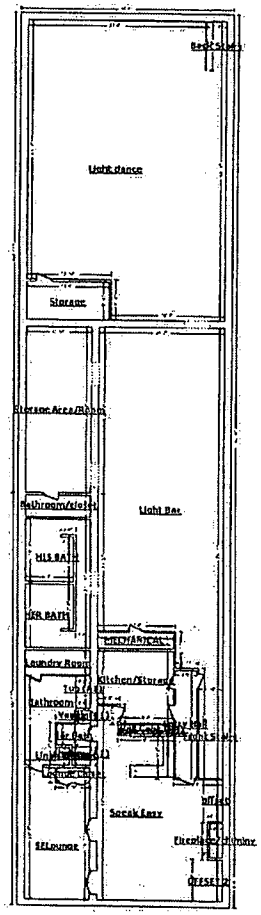
RECORD 000620

Yaschik 0931

13-32-FLPCON

7/20/2013

2nd Floor



N

2nd Floor

RECORD 000621

Yaschik 0932

13-32-FLPCON

7/20/2013

Roof

N

Roof

RECORD 000622

Yaschik 0933

13-32-FLPCON

7/20/2013

MICHAEL J. QUILLEN FAMILY LIMITED PARTNERSHIP
15121 WASHINGTON WAY
BRISTOL, VA 24202

September 3, 2013

Mr. Tom Ervin
Yaschik Enterprises
56 Queen Street
Charleston, SC 29401

Dear Tom:

This is to advise that two significant events have been completed. The insurance company has advised that it has approved settlement of the claim for the total amount of one million dollars. They will be forwarding a check for the balance of $750,000. The check will be payable to the Michael J. Quillen Family Limited Partnership, Yaschik Enterprises, and Wells Fargo. I will forward the check to you for counter signature by Yaschik and Wells Fargo. As you are aware, the $250,000 previously received by Yaschik, Quillen FLP, and Wells Fargo was applied to outstanding bills and a complete accounting of the expenditures with invoices is available.

In addition the structural plans will be complete today and available for submittal to the City as well as Belfor for their estimate. You are familiar with the plans generally, but will need to review and approve them in a specific sense. The professionals at ABS who are preparing the plans are available for any questions, suggestions or comments. Likewise Mr. Martin Giorgi (7629 Southrail Road, Charleston SC 29420; 843-767-0711; Martin.Giorgi@us.belfor.com) is the person of contact for Belfor who stands ready to provide an estimate of both cost and time for construction of the foundation and steel structure. As you know they have been on site since day one and are very familiar with the building and its status. If Yaschik, as building owner, desires to use another construction company for its structure then please advise so Belfor is not accruing additional expenses. The final architectural plans for the roof and interior should be available within two weeks and you will also need to review and approve those.

All parties have worked diligently to this point and by closure with the insurance carrier we now turn over the continuation of the repairs to your company, as Landlord, per Article 20 of our Master Lease. As the master tenant and one of the insureds under the applicable insurance policy, we have been willing to assist as the insurance liaison up to this point. We are also willing to assist in a limited capacity in the future; however, Yaschik, as building owner, is

FLP_000123

required to take over the direction and management of this rebuilding in its capacity as the building owner and as the Landlord responsible per the Master Lease.

The subtenants have been brought up to date on the status and that things are in place to begin reconstruction. I will be happy to pass along progress reports to them from Yaschik so that they may make appropriate plans on their part.

Respectfully,
Michael Quillen
Michael J. Quillen
General Partner

Cc: Jamison Cox
Smith & Cox LLC

FLP_000124

YASCHIK ENTERPRISES
Complete Real Estate and Investment Service

Yaschik Development Co., Inc. • Charleston Capital Corporation

56 Queen Street • Post Office Box 328 (29402)
Charleston, South Carolina 29401

Phone (843) 723-6464 • FAX (843) 723-1228 • E-mail: yaschik@bellsouth.net

6/0 -213 EB

September 11, 2013

EXPRESS MAIL – OVERNIGHT DELIVERY
Mike J. Quillen, General Partner
Michael J. Quillen Family Limited Partnership
15121 Washington Way
Bristol, VA 24202

Re: Michael J. Quillen Family Limited Partnership / Yaschik Development Co., Inc. – Lease Matter (213 East Bay)

Dear Mike:

This letter is in response to your correspondence dated September 3, 2013 regarding the insurance proceeds and Master Lease related to 213 East Bay Street. Since the fire at the leased property has led to a total loss of the subject premises, the Master Lease has been automatically terminated pursuant to the terms of the first sentence of Paragraph 20 of the Master Lease. As such, please discontinue using any insurance proceeds for the design, remediation or rebuilding of the premises until and unless I provide you with such authorization.

Please find enclosed our check for $7,787.36 as payment in full of prepaid rent from April 2 to April 30, 2013. I have deducted the costs of property tax and user fee on a prorata basis to the date of the fire.

	Before proration	Pro-rata
Rent	15,758.26	**(525.28)**
Property tax	29,368.25	**(7,423.78)**
User fee	86.00	**(21.84)**
		(7,970.90) deduction

Please do not hesitate to contact me if you have any questions.

Very truly yours,

Thomas M. Ervin
President

Cc: Greg Pearce

EXHIBIT
tabbies
38

Yaschik 0101

COMMERCIAL LEASE

In consideration of the covenants herein contained Top of the Bay LLC dba Light/Spark Realty, hereinafter called "Tenant" and Charleston, SC, Landlord, or Agent for the Landlord, hereinafter called "Landlord", agree as follows:

For the period of time beginning on April 1 2012, and ending at midnight on March 31, 2017, Landlord hereby grants to Tenant the sole and exclusive right to lease the real property known as:

Lot _____ Block _____ Section _____ Subdivision _____

Address 213 E. Bay St Unit C + apartment 5000 sq ft

Tax Map # 458-05-03-080 City Charleston Zip 29401

County of Charleston, State of South Carolina.

THE ☑ LANDLORD ☐ TENANT IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

1. RENT. Tenant shall pay to the Landlord, a Monthly Base Rental and Additional Rent as follows:

(a) MONTHLY BASE RENTAL. Tenant shall pay a Monthly Base Rental to Landlord for each month during the term of this lease or any renewal thereof, in advance on or before the _____ day of each month during the term of this Agreement. The amount of the Monthly Base Rental for the first year of this Agreement shall be 6500 (1.5 per ft

Dollars ($ _____).

(b) The rental for the first month of this lease shall be paid at the date of execution thereof. The Monthly Base Rental shall be increased as follows: 4% annually beginning 1 April

(c) ADDITIONAL RENT. In addition to the Monthly Base Rental and any accumulative adjustments, Tenant shall pay Additional Rent as indicated herein below (check all that apply):

☐ 1. PROPERTY TAXES (choose one):

☐ TAX INCREASE. Tenant shall pay annually a sum equal to any increase in real estate taxes (ad valorem, special assessments and any other government charges to include any solid waste disposal user fees) over those assessed for the year of _____ on a pro rata basis. Presentation of copies of tax bills shall constitute sufficient evidence of additional rent due and shall be payable within fifteen (15) days after receipt thereof. Tenant shall be charged additional rent only for the portion of the calendar year during which this lease was in effect.

☑ NET LEASE. Tenant shall pay annually the real estate taxes (ad valorem, special assessments and any other government charges) upon presentation by the Landlord of tax bills on the property. These charges shall be payable by the Tenant within fifteen (15) days after receipt thereof. So long as Tenant shall not be in default, Tenant shall be responsible for the portion of the calendar year during which this lease was in effect. 37% of all taxes, fees, assessments, insurance, common use space repairs

☐ 2. PERCENTAGE OF GROSS SALES. Tenant shall pay annually a sum equal to _____ % of gross sales, as herein defined, in excess of _____ Dollars ($ _____), in any lease year. Gross sales as used herein shall be the amount of the gross sales as indicated on the Tenant's South Carolina Tax Report (Form ST-3). Tenant shall deliver to Landlord a certified copy of each

TENANT, ☐ TENANT, AND ☑ LANDLORD HAVE READ THIS PAGE.

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

PLAINTIFF'S EXHIBIT TOB 2 ORH 1/25/18

FLP_000046

monthly report within ten (10) days after report is due to the South Carolina Tax Commission. Lease year as used herein shall be the period of one year's duration commencing on the effective day of the lease and each successive period of one full year commencing on the anniversary of said effective date. Tenant shall deliver to Landlord within days following the end of each lease year written statement signed and certified by Tenant to be a true and correct statement of the amount of gross sales during the proceeding lease year. Tenant shall at the same time pay the amount of Additional Rent due (if any) as a percentage of the excess over the amount herein stated.

☐ 3. COMMON AREA MAINTENANCE. Tenant shall pay on the first day of each month, in advance, a fee equal to the Tenant's pro rata share of the cost of maintaining common areas. Tenant's common area maintenance fee for the remaining portion of the calendar year in which this lease became effective shall be _____ Dollars ($ _____) per month. Said fee shall be adjusted at the end of each calendar year to reflect any increase in cost during said year. Common areas include all areas used in common with the other Tenants of the property of which the Premises is a part, for the convenience or welfare of all tenants' customers collectively. Common area maintenance shall mean and include all amounts paid or incurred by Landlord for operating, managing and maintaining the Property, including the buildings, improvements and common area facilities of the Property in a manner deemed by Landlord reasonable and appropriate and for the best interest of the Property, including, without limitation, all costs and expenses of 1) operating, repairing, lighting, cleaning, painting and securing the Property and the common areas of the Property, and water and sewer charges; 2) paying all personnel employed on a part time basis or full time basis in the operation, maintenance, or repair of the Property, including the common areas; 3) removing rubbish and debris from the Property; 4) repair and maintenance of walkway, landscaping, and lighting facilities, other than such costs and expenses of a capital nature; 5) management fees paid to the property management firm to manage the Property; 6) planting, replanting and replacing flowers, shrubbery, and planters and the supplies required therefore; 7) all utilities used in connection with the operation of the common area facilities; 8) seasonal decorations, including installation and removal thereof and electricity therefore; 9) leasing or renting equipment used in connection with the operation and maintenance of the common areas; 10) fountain maintenance and repairs, when applicable; 11) security, fire and crime prevention services; 12) utility charges for the common area including without limitation, storm water, sewer and pollution control fees.

☑ 4. INSURANCE. Landlord shall keep the Premises adequately insured at a reasonable rate as indicated below (choose one):

☐ INSURANCE INCREASE. Tenant shall pay annually a sum equal to any increase in insurance premium for the year of _____, on a pro rata basis. Presentation of copies of insurance bills shall constitute sufficient evidence of additional rent due and shall be payable within fifteen (15) days after receipt thereof. Tenant shall be charged additional rent only for the portion of the calendar year during which this lease was in effect.

☑ NET LEASE. Tenant shall pay annually the insurance premium upon presentation by the Landlord of bill on the property. These charges shall be payable by the Tenant within fifteen (15) days after receipt thereof. So long as Tenant shall not be in default, Tenant shall be responsible for the portion of the calendar year during which this lease was in effect. 37% of bldg insurance

☐ 5. PRORATION OF CHARGES. If the Premises described herein are less than the entire property, the increases in Monthly Base Rental adjustments, Additional Rent and all other charges required by this lease shall be determined by proration on the same ratio that the rentable floor area of the Premises bears to the rentable floor areas of the entire property. Landlord and Tenant hereby deem that the Premises contains approximately _____ square feet of rentable area of the entire property which is approximately _____ square feet, resulting in a percentage ratio factor of _____ percent (_____ %).

☐ 6. ADDITIONAL CHARGES. Any charges due Landlord by Tenant, including but not limited to, damage to Premises, legal fees, cost of default remedies, and past due charges for utilities, insurance, cleaning, maintenance and repairs, etc. or for work done on the Premises by order of Tenant, shall be considered as Additional Rent due (in addition to all other rent payable) and shall be included in any lien

[ ] TENANT, [ ] TENANT, AND [ ] LANDLORD HAVE READ THIS PAGE.

Produced with ZipForm® by RELogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.RELogix.com

FLP_000047

for rent. In the event any documentary stamp tax, or tax levied on rental or leasing of the Premises is required, the cost shall be paid by tenant upon demand. The cost of the credit report on the Tenant which may be requested at the Landlord's option shall be paid by the Tenant.

7. LATE RENT. If rent is not paid within 5 days after due date, the Tenant is subject to a one-time late fee of _____ (_____%) percent of all rents due at that time.

2. SECURITY DEPOSIT. Upon execution of the lease by the Tenant, the Tenant shall pay to Landlord a Security Deposit in the amount of ($ 1950) Plateau Medical Plaza _____ Dollars. Any security deposit required by Landlord and paid by Tenant shall be retained as security (interest free) for the faithful performance by Tenant of all terms, covenants and conditions herein. Landlord may at any time apply said deposit or any part thereof against any default by Tenant of any of the terms, covenants and conditions of this lease. In such event, Tenant shall upon demand deposit with Landlord the amount so applied that Landlord shall have the full amount of the deposit on hand at all times during the terms of this lease. Upon the expiration of this lease the Tenant shall surrender possession of the Premises as required in paragraph 24 herein. Landlord is given permission to deduct from said security deposit the cost of any unusual cleaning or repairs to the property, upon vacating of Tenant. Security deposit is not a part of the rental and subsequently cannot be deducted from the rent of the last month of this tenancy. Security deposit or any remaining portion will be returned within 30 days after the termination of this Agreement or completion of the repairs necessitated by Tenant's misuse of the Premises. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within three days after receiving written notice from the Landlord or Agent.

3. TENANTS UTILITIES. Tenant shall pay all charges or bills for the utility and services used by the Tenant, EXCEPT: responsible for all utilities for Unit C + apartment

4. USE OF PREMISES. Tenant agrees not to abandon or vacate the Premises and to use entire leased Property for Dance Club / Bar and for no other purposes without the express written consent of the Landlord. Pets, animals or birds may not be kept on the Premises without the landlord's permission. These Premises may not be used for sleeping quarters or apartments, immoral conduct or any illegal activity.

5. EXAMINATION OF PREMISES. Tenant has examined the Premises and is familiar with their present condition. Tenant, relying solely on said examination, agrees to accept Premises in their present "as is" condition, unless otherwise agreed to in writing by Tenant and Landlord.

6. DELAY OF POSSESSION. If Landlord is unable to deliver possession of Premises on the effective date of this lease, by reason of the holding over of a prior Tenant or for any other reason, this lease shall not be effected or impaired in any way and landlord shall not be liable to Tenant for any loss or damage resulting therefrom. The effective date of this lease however, shall not begin until the delivery of possession. If Landlord, however, is unable to deliver possession of the Premises to Tenant by N/A , and if Tenant in fact shall not have accepted possession of the Premises, and if Tenant shall not be in default, Tenant shall have the right to cancel this lease upon written notice delivered to Landlord and upon such cancellation Landlord and Tenant shall each be released and discharged from all liability under this lease. In such case any deposit or prepaid rent shall be promptly returned to Tenant.

7. TENANT'S PARKING. Parking of vehicles owned or operated by Tenant or Tenant's employees is hereby limited, restricted or prohibited, as follows: None

8. LIABILITY INSURANCE. Tenant shall not carry any stock of goods or do anything in or about the Premises which will in any way restrict or invalidate any insurance coverage of the Premises. Tenant agrees to pay upon demand as

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

additional rent any increase in premiums of insurance carried by the Landlord on the Premises resulting from the Tenant's occupancy or improvements. Tenant shall keep in full force and effect, at Tenant's expense, insurance for plate glass, personal property, trade fixtures, and property damages, as well as a public liability policy in which both Tenant and Landlord shall be named as the insured with the following minimum coverage:
Single Limit $ _____ Aggregate $ _____
A certificate of insurance showing the Landlord and Landlord's Agent as an additional insured shall be provided to the landlord not later than the commencement date of this lease and prior to the expiration of such insurance policy during the term of this lease.

8. MAINTENANCE AND REPAIRS. Landlord shall repair and maintain the foundation, roof, outer walls and structural members of the Premises. Tenant shall, at Tenant's sole expense make all other repairs necessary to maintain the Premises, both interior and exterior, ordinary and extraordinary including window glass, plate glass, storefronts, doors, windows, screens, awnings, locks, keys, weather stripping and thresholds, as well as all interior walls, floors, ceilings, and floor coverings. Tenant's responsibility to maintain the Premises shall also include the servicing, repair and maintenance of plumbing, electrical, heating, ventilating and air conditioning systems, including all pipes, wiring, fixtures, filters, equipment, machinery, boilers, furnaces, compressors and appliances, and for the replacement of any of the aforementioned systems if their failure is due to Tenant's neglect. Notwithstanding anything contained in this Lease to the contrary, during the term of this Lease, Landlord shall warrant the major components of the heating, ventilating, and air conditioning (HVAC) equipment servicing the Premises, to include the compressors, condensing units, and air handlers, which warranty shall be contingent upon Tenant maintaining the HVAC equipment and ductwork by entering into a contract with a reputable HVAC services company approved in writing by Landlord. Said contract shall include a minimum of monthly filter changes, routine testing for Freon leakage, cleaning, and other customary periodic maintenance. In the event a major component shall need replacement and Tenant is unable to provide written documentation to the Landlord of the required maintenance as set for in this paragraph, Tenant shall be responsible for the replacement of said component at Tenant's sole cost and expense. Tenant shall also repair and be responsible for any caused by stoppage, breakage, leakage, overflow, discharge or freezing of plumbing pipes, soil lines, or fixtures. If any part of the Premises is damaged by the Tenant, or Tenant's employees, agents or invitees, Tenant shall provide Landlord with immediate written notification of all damages to the property. After notification and approval of the Landlord, repairs shall be made promptly at Tenant's expense so as to restore said Premises to its previous condition. If Tenant refuses or neglects to commence necessary repairs within ten (10) days after written demand, or does not complete such repairs within a reasonable time thereafter, Landlord may make said repairs without liability to Tenant for any loss or damage that may accrue to Tenant's stock, business or fixtures by reason thereof and if Landlord makes such repairs, Tenant shall pay to Landlord, on demand, as Additional Rent, the cost thereof. Tenant's failure to pay shall constitute a default of this lease. Repairs that are the Landlord's responsibility shall be made within a reasonable time after written notice from the Tenant. Tenant's failure to give or unreasonable delay in giving notice of needed repairs or defects shall make Tenant liable for any loss or damage resulting from delay of needed repairs.

10. REGULATIONS AND SANITATION. Tenant shall keep the Premises clean, safe, sanitary, and in compliance with laws, ordinances and requirements of any legally constituted public authority. Tenant shall keep broom clean all areas in and around Premises that are not included in Common Area Maintenance, such as front sidewalks and area behind building. Cleaning includes removing of any trash or refuse deposited on the lease Premises or adjacent public area by Tenant, Tenant's customers', invitees, or agents. In the event of non-compliance by Tenant, Landlord shall have the right to have said areas cleaned, trash and refuse removed and charge the expense to Tenant as Additional Rent which shall be due and payable upon demand. Nonpayment of which shall constitute default of this Agreement. Tenant shall not allow loitering on Premises. Tenant shall employ if Landlord determines it is necessary, a reputable pest extermination company at regular intervals.

11. ALTERATIONS. Tenant shall make no alterations, additions, improvements, or rewiring in or to the Premises without the written consent of Landlord. All additions, or improvements to the Premises including carpeting, tile, other floor covering, wall covering, ceiling tile, etc., made with or without Landlord's written consent shall become part of the Premises, and the property of Landlord upon installation. Trade fixtures and office furniture shall be installed so as to be readily removable without injury to the Premises and any injury caused by said removal shall be repaired forthwith at Tenant's expense. Said trade fixtures shall be removed from the Premises before the end of this lease or shall become part of the Premises and the property of Landlord. Tenant shall not install or maintain any equipment, partitions, furniture, etc. which the weight or operation thereof would tend to injure, or be detrimental to the Premises or would unreasonably annoy or disturb other Tenants.

Produced with ZipForms by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

12. ASSIGNMENT OR SUBLEASE. Tenant shall not, without written consent of Landlord, in each case, assign, transfer, mortgage, pledge or otherwise encumber or dispose of this lease, or sublet the Premises or any part thereof or permit the Premises to be occupied by other persons. Such consent shall not be unreasonably withheld, conditioned, or delayed. If this lease be assigned, or if the Premises or any part thereof be sublet or occupied by any other person, firm, office or corporation with or without written permission of Landlord, it will not relieve Tenant of any obligations under the terms of this lease, and if sublet, assigned or occupied without the Landlord's permission, this lease may, at the option of the Landlord, be terminated by a seven day written notice. In the event Tenant shall sublease the Premises in accordance herewith for rentals in excess of those rentals payable hereunder, Tenant shall pay to Landlord monthly in advance as Additional Rent hereunder, one-half of all such excess rent. Any proposed assignee or sublessee that proposes to assume Tenant's obligations hereunder shall execute a satisfactory assumption or sublease agreement before consent shall be given. Other provisions of this Paragraph to the contrary notwithstanding, Landlord shall have the right in its absolute and sole discretion to withhold consent to any sublease or assignment if Tenant shall be in default or breach of this Agreement or if the proposed assignee or sublessee or its business will cause Landlord to incur any costs of whatever kind or nature.

13. SIGNS OR AWNINGS. Tenant shall place no signs, notices, pictures, or advertising matter upon the exterior of the lease Premises except with the written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs. The Tenant shall be responsible to Landlord for any damages by installation, use, maintenance or removal of said signs. Any electrical service needed for signs shall be installed at the Tenant's expense. Tenant shall, at Tenant's expense, remove signs at the expiration of the Agreement.

14. WAIVER OF RIGHTS. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon Tenant's strict compliance with Tenant's obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms of this Agreement at a future time. The rights and remedies created by this Agreement are cumulative and the use of one remedy shall not be taken to exclude the right to the use of another.

15. RULES AND REGULATIONS. Landlord reserves the right at any time to make further rules and regulations as in Landlord's judgment that may be necessary for the safety, care, appearance, and cleanliness of the Premises and the entire property, and the preservation of good order herein, and such other rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been contained herein at the time of execution hereof.

16. RIGHT OF ENTRY. Landlord, without being liable for trespass or damages, shall have the right to enter Premises during reasonable hours, with reasonable prior notice, to examine same or to make repairs, additions, or alterations as Landlord may deem necessary for the safety, comfort, appearance, or preservation thereof or to exhibit said Premises. Entry shall also be allowed to post "FOR RENT" notice, during the 90 days before the expiration of this lease. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this Agreement. In accordance with this right, Tenant shall give Landlord a key to any and all locks, security systems and burglar alarms. Tenant shall not change or install new locks or security systems without the written consent of Landlord.

17. LIENS. Tenant shall not create or allow to be created any liens for labor or materials against Landlord's interest in the Premises. All persons contracting with the Tenant for the erection, installation, alteration, repair or demolition of any building or other improvements on the Premises, and all material suppliers, contractors, mechanics, and laborers are hereby charged with notice that they must look to the Tenant and to the Tenant's interests only in the Premises to secure the payment of any bill for work done or material furnished during the rental period created by this Agreement. In the event that liens are placed on record against the Premises by contractors, mechanics, laborers, material suppliers, etc., of Tenant it will constitute a default of this Agreement. The Tenant shall indemnify, hold harmless, and defend the Landlord from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of the Tenant. Such indemnity shall include, without limitation, all attorney's fees and costs incurred by the Landlord due to the filing of such mechanic's lien or notice thereof. In the event that the Tenant, within twenty (20) days following the imposition of any such lien, shall not cause such lien to be released of record by payment or posting of a proper bond, in addition to all other remedies provided herein and by law, the Landlord shall have the right (but not the obligation) to cause the same to be released by such means as it shall deem proper, including bonding or payment of the claim giving rise to such lien. All such sums paid by the Landlord and all expenses incurred by it in connection therewith, including attorney's fees and costs shall be payable to the Landlord by the Tenant on demand with interest at the rate of eighteen (18%) percent per annum.

[X] TENANT, [___] TENANT, AND [X] LANDLORD HAVE READ THIS PAGE.

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

18. DAMAGE OR DESTRUCTION OF PREMISES. If Premises are totally destroyed by fire or other casualty, this lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If Premises are damaged but not wholly destroyed by fire or other casualty, rental shall abate in such proportion as use of Premises has been lost to the Tenant. Landlord shall restore Premises to substantially the same condition as prior to damage as speedily as practicable, whereupon full rental shall commence. Insurance proceeds, if paid to Tenant, shall be assigned to Landlord to restore Premises and replace any covered contents owned by Landlord.

19. DAMAGE TO PERSONAL PROPERTY. All personal property, merchandise, fixtures and equipment placed or moved into the Premises shall be at the risk of Tenant or the owners thereof and Landlord shall not be liable for any damages, loss or theft of said personal property, merchandise, fixtures, or equipment, from any cause whatsoever.

20. CONDEMNATION. If the whole of the Premises, or such portion thereof as will make said Premises unusable for the purpose herein leased, be condemned by any legally constituted authority, this lease shall terminate on the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover from the public authority compensation for damage caused by condemnation. Neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority. In the event only such portion of the Premises is acquired by condemnation as will leave the remaining Premises, after alteration and repairs, in condition suitable for use by Tenant, the monthly rental payments from the day of such acquisition to the end of the original or any extended term of this lease shall be reduced in proportion to the resulting loss of use of Premises by Tenant. In the event of such partial acquisition and reduction in rent, Landlord shall make promptly at Landlord's expense, all necessary alterations and repairs that shall be required, to restore the Premises to a safe and usable condition.

21. INDEMNITY AND LIABILITY. Tenant shall indemnify and save Landlord harmless from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from the management of the business conducted by Tenant on the Premises. Landlord shall not be liable, and Tenant waives all claims for damage to person or property sustained by Tenant, its employees or agents, resulting from the condition of the Premises, or any equipment, or, such as may result from any accident in or about the Premises or which may result directly or indirectly from any act of neglect of any other Tenant of the property of which the Premises is a part.

22. HOLDOVER. Tenant shall surrender to Landlord, at the end of the term of this lease or upon cancellation of this lease, said Premises broom clean and in as good condition as the Premises were at the beginning of the term of this lease, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted, or Tenant will pay to Landlord all damages that Landlord may suffer because of Tenant's failure to do so. Tenant will indemnify and save Landlord harmless from and against all claims made by any succeeding Tenant of said Premises against Landlord because of delay in delivering possession of Premises, so far as such delay is occasioned by failure of Tenant to so surrender Premises. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Agreement, such holdover places the Tenant in default and the Monthly Base Rental shall be increased to one hundred fifty percent (150%) of the last month's Monthly Base Rental unless given a month to month tenancy in writing from the Landlord.

23. EFFECTIVE DATE OF LEASE. This Agreement shall become effective as a binding agreement only upon the execution and delivery thereof by both Landlord and Tenant. If this Agreement is signed by one party and submitted to the other party, then it shall constitute an offer to lease which is subject to revocation at any time prior to execution by the other party and delivery of a fully executed copy of the submitting party.

24. NOTICES. Tenant hereby appoints as Tenant's agent to receive service of all notices required under this Agreement as well as all dispossessory distraint notices, the person in charge of Premises or occupying said Premises, at the time notice is delivered. A copy of all notices under this Agreement shall also be sent via certified mail, return receipt requested, or via recognized overnight delivery company, to Tenant's and Landlord's last known address as follows (or to such other address as either party may specify by written notice):

Tenant Address: 15 Regis Ct
Charleston SC

Landlord Address: 3 Blaine Ct
Charleston SC 29401

[ ] TENANT, [ ] TENANT, AND [ ] LANDLORD HAVE READ THIS PAGE.

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

FLP_000051

25. BANKRUPTCY. If Tenant shall be adjudicated bankrupt or as insolvent or take the benefit of any Federal reorganization or make a general assignment or take the benefit of any insolvent law, or if a Trustee in bankruptcy or a receiver be appointed or elected for Tenant, under Federal or State law, this Agreement at the option of the Landlord shall expire and end seven (7) days after Landlord gives Tenant written notice, UNLESS, the Tenant's Trustee immediately cures any default of Tenant hereunder and provides (in compliance with Federal and State laws) adequate assurance of future performance of Tenant's obligations hereunder.

26. BEYOND LANDLORD'S CONTROL. None of the acts, promises, covenants, or obligations on the part of the Tenant to be kept, performed or not performed as the case may be, nor the obligation of the Tenant to pay Monthly Base Rental, Additional Rent or other charges or payments shall be in anywise waived, excused or effected by reason of the Landlord being unable at any time during the term of this Agreement, to supply, or to delay in supplying heat, light, elevator service or any other service expressed or implied on the part of the Landlord to be supplied; or by reason of the Landlord being unable to make any alteration, repairs, or decorations, or to supply any equipment or fixtures, or any other promise, covenant, or obligations on the part of the Landlord to be performed, if the Landlord's inability or delay is caused by circumstances or events beyond the Landlord's control.

27. KEYS. Landlord shall provide Tenant with one key per lock, and the Tenant is responsible for accounting for all keys provided or duplicated and shall return all keys of Premises to the Landlord upon termination or cancellation of this Agreement and/or Tenant vacating said Premises. Landlord shall have the right, if in the Landlord's sole judgment it is necessary, to require the Tenant at Tenant's expense to replace locks, and to supply Landlord with one key to the new locks. The Landlord shall retain a master key or pass key to the Premises, including all security locks and systems. Tenant shall not change or install new locks or security systems without written approval from Landlord.

28. ESTOPPEL. Tenant shall from time to time, within ten days following written notice from Landlord, execute, acknowledge and deliver to the Landlord a written statement certifying that this Agreement is in full force and effect. This statement should also state whether or not the Landlord is in default in performance of any covenant or condition of this Agreement or other such reasonable terms required by the Landlord, purchaser, or lender for either. The failure of the Tenant to execute, acknowledge and deliver to the Landlord a statement in accordance with this covenant shall constitute an acknowledgment by the Tenant that this lease is unmodified and in full force and effect, and shall constitute a waiver of any defaults by the Landlord which may have existed prior to the date of such notice.

29. PEACEFUL POSSESSION. Subject to the terms, covenants and conditions of this lease, the Tenant shall have, hold and enjoy possession of the Premises, subject to the rights of the holders of any mortgage which now covers said Premises or which may hereafter be placed on Premises by Landlord. Tenant's rights are also subject to any underlying lease now or later covering the entire property of which the leased property is a part. Tenant shall execute any necessary lease subordination agreement at the Landlord's request.

30. DEFAULT. If Tenant fails to pay Monthly Base Rental including Additional Rent on or before the due dates as herein stated (TIME IS OF THE ESSENCE) this Agreement shall be in default. If Tenant fails to cure such default within five (5) days after written notice from Landlord; or if Tenant shall be in default in performing any of the terms, covenants and conditions of this Agreement, other than the provision requiring the payment of Monthly Base Rental and Additional Rent, and fails to cure such default within thirty (30) days after the receipt of written notice of default from Landlord; or if Premises shall be abandoned or deserted for fifteen (15) days, or if this Agreement is assigned to any other person, firm, office or corporation, without the permission of Landlord as required in Paragraph 15 herein, this lease at the Landlord's option shall expire and terminate seven (7) days after Landlord delivers written notice to Tenant of such condition or default and Tenant shall immediately quit and surrender said Premises to Landlord. In the event of any such default or breach of performance, the Landlord without any further notice or demand of any kind to the Tenant, may terminate this lease and re-enter and forthwith repossess the entire Premises and without being liable for trespass or damage shall re-let, lease or demise the Premises to another Tenant without any hindrance or prejudice to Landlord's right to distrain for any past due rent, Additional Rent, and rent from the time of such default or termination until the Premises were leased or rented to another Tenant.

31. ASSIGNMENT OF CHATTELS. Tenant hereby pledges and assigns to Landlord all the furniture, fixtures, goods, equipment and chattels of Tenant which shall or may be brought or put on said Premises as security for the payment of said rent; and tenant agrees that said lien may be enforced by distraint or foreclosure, at the election of Landlord. It is understood and agreed that any merchandise, fixtures, furniture, or equipment left in the Premises when Tenant vacates

Produced with ZipForm® by RE/MAX 10070 Princeton Hot Road, Troy, Michigan 48098 www.zipform.com

shall be deemed to have been abandoned by Tenant and by such abandonment, Tenant relinquishes any right or interest therein and Landlord is authorized to sell, dispose of or destroy same.

32. ATTORNEY'S FEE: In the event Landlord successfully defends any action by the Tenant, or if it is necessary for Landlord to employ an attorney for the collection of rent or any other sum due hereunder, or to enforce any covenant of this lease, or the termination of this lease, or for the possession of the Premises or any part thereof the Tenant shall pay all costs, including reasonable attorney's fees.

33. AGENT: Tenant acknowledges that _____ is the leasing/managing agent for the Landlord of the Premises. Tenant shall pay all rent payable under this lease to said agent. The right to collect said rentals shall be governed by the written agreement between Landlord and agent for the management of the Premises and shall terminate with the expiration of said management agreement or any renewal thereof.

34. SUBORDINATION, ATTORNMENT, AND NON-DISTURBANCE: Tenant agrees that this Agreement shall be subject and subordinate to any mortgages, deeds of trust or any ground lease now or hereafter placed upon the Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided however, that such mortgagee or ground lessor agrees not to disturb Tenant in its possession of the Premises so long as Tenant shall not be in breach or default under any of the terms and conditions of this Agreement. Tenant agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser at a sale pursuant to the foreclosing thereof, and to the lessor in the event of a termination of any such ground lease.

35. DEFINITIONS: "Landlord" as used in this Agreement shall include the owner or owners of the property and/or the aforementioned managing agent as well as the Landlord's heirs, representatives, assigns and successors in title to Premises. "Tenant" shall include Tenant, Tenant's heirs and representatives, and if this lease shall be assigned or sublet, shall include also Tenant assignees or subleases, as to Premises covered by such assignment or sublease. "Agent" shall include agent, agent's successors, assigns, heirs and representatives. "Landlord," "Tenant," and "Agent," including male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. "Property" is defined as the land, lots, building improvements, and common areas as may be further defined herein, in which the Premises is included.

36. ENVIRONMENTAL MATTERS. Tenant represents, warrants and covenants to Landlord throughout the Term of this Agreement as follows that Tenant is and agrees to remain in compliance with all applicable federal, state and local laws relating to protection of the public health, welfare, and the environment ("Environmental Law") with respect to Tenant's use and occupancy of the Premises. Tenant agrees to cause all of its employees, agents, contractors, subleassees, assignees, and any other persons occupying or present on the Premises ("Occupants") to comply with all Environmental Laws applicable to their activities in and around the Premises.

37. AMERICANS WITH DISABILITIES ACT. Any other provision of this Agreement notwithstanding, the parties hereby agree that the Premises may be subject to the terms and conditions of the Americans with Disabilities Act of 1990 (hereinafter the "ADA"). The parties further agree and acknowledge that it shall be the sole responsibility of Tenant to comply with any and all provisions of the ADA, as such compliance may be required to operate the Premises. Tenant further agrees to indemnify, defend and hold Landlord harmless against any claims, which may arise out of Tenant's failure to comply with the ADA. Such indemnification shall include, but not necessarily be limited to reasonable attorney's fees, court costs and judgments as a result of said claims. Within ten (10) days after receipt, Tenant shall advise the Landlord in writing and provide with copies of (as applicable), any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Property of the Premises, any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Property or of the Premises, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Property or of the Premises.

38. SPECIAL STIPULATIONS. Insofar as the following stipulations conflict with any of the provisions herein, the following stipulations shall control (use addendum if necessary): This is a Triple net lease. Tenant is responsible for all taxes, insurance, fees, assessments, repairs to common use bldg. including roof and exterior at 30% and all use of space repairs.

39. SOUTH CAROLINA LAW TO GOVERN. Tenant and Landlord agree that South Carolina law will govern the interpretation and enforcement of this Agreement.

[ ] TENANT, [ ] TENANT, AND [ ] LANDLORD HAVE READ THIS PAGE.

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

FLP_000053

40. ENTIRE AGREEMENT. This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the Premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing. TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

41. FACSIMILE. The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

42. MEGAN'S LAW. The Tenant and Landlord agree that the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Tenant and Landlord agree that no course of action may be brought against the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Tenant agrees that the Tenant has the sole responsibility to obtain any such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

43. NON-RELIANCE CLAUSE. Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

THE UNDERSIGNED HEREBY WARRANT THAT THEY OWN THE PROPERTY AND/OR HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT. OWNER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. OWNER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties.

Port of the Bay, Inc.
Billy E. Z — President
Tenant — Date — Witness to Tenant
Tenant's Email Address: Kel.tait@comcast.net
Phone: (843) 442-8833 — Fax:

Tenant — Date — Witness to Tenant
Tenant's Email Address:
Phone: — Fax:

2-21-2012
Landlord — Date — Witness to Landlord
Landlord's Email Address: apthode@hotmail.com
Phone: 843-853-5975 — Fax: same
LANDLORD'S AGENT AND COMPANY Charleston Tel
TENANT'S AGENT AND COMPANY

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

FLP_000054

75 Calhoun
Charleston, SC 29401
(843) 724-7434 ... Tel
(843) 973-7254 ... Fax

CITY OF CHARLESTON

Commercial Building Permit

PERMIT NUMBER	DATE ISSUED	VALUATION	FEE	ISSUED BY
BC13-03845	04/12/2013	$ 100000.00	$ 480.00	richards

NAME + ADDRESS

LOCATION 213 E Bay St
Charleston, SC

TMS# C4580503080
USEZONE DEFAU
LT

FLOODZONE AE 15'

CONTRACTOR 7629 southrail Rd
N Charleston SC 29420

BELFOR PROPERTY RESTORATION
BELFOR PROPERTY RESTORATION

SUBDIVISION
LOT
BLOCK

UTILITIES...
Electric
Sewer
Gas

EXHIBIT
6

OWNER Data Unavailable,

CHARACTERISTICS OF WORK

DESCRIPTION OF WORK
ctive demo due to fire with temporary shoring

NATURE OF WORK
Sub-Work Exist Const

CENSUS REPORT CODE
437 - Comm Additions & Alterations

DIMENSIONS
#STORIES
SQUARE FOOTAGE Sq. Ft.
#UNITS

SINGLE FAMILY ONLY
#BATHROOMS
#BEDROOMS
TOTAL ROOMS

NOTICE

The Below Signed Applicant, being duly sworn, deposes and says that he is the owner (or agent) of the building above referred to and that the facts set forth in the foregoing application are true and correct as he verily believes.

Sworn to and subscribed before me on Today's Date:

Signature of Contractor or Authorized Agent — Date 4/12/2013

Approved By — Date 4/12/2013

MANAGE YOUR PERMIT ONLINE

WEB ADDRESS	PERMIT NUMBER	PERMIT PIN
http://BuildingDepartment.com/project	BC13-03845	562116

BP1-20040705-sl

City of Charleston
75 Calhoun Street
Charleston, SC 29401

Phone: (843) 577-5550
Fax: (843) 973-7254

Paid Invoice

DATE	INVOICE #
4/12/2013	2013.004195
PAID DATE	4/12/2013

PERMIT NUMBER	BC13-03845

213 E Bay St
Charleston, SC

ACCOUNT:

BELFOR PROPERTY RESTORATION
7629 southrail Rd
N Charleston SC 29420

Phone: 843 200 0210

Date	Status	Payment	Amount
4/12/2013	Original Due		480.00
4/12/2013	Paid	Check #20016	(-) 480.00

Total Paid 480.00

Save Time & Money with Online Permits and Inspections. Go To: www.buildingdepartment.com

CITY OF CHARLESTON
CONSTRUCTION PERMIT & PLAN REVIEW APPLICATION

PROPERTY OWNER

Name: Michael J Quillen - Family limited Partnership
Street Address: _____
City, State, Zip: _____
Contact No. ( ): _____ Email: _____

LOCATION OF CONSTRUCTION

Street Address 213 - East bay St Charleston, SC
Subdivision / Project Name: _____
Lot _____ Block _____ TMS No. _____ Flood Zone: No ☐ Yes ☐ If yes, what zone? _____
FIRM Panel Number _____ Property Zoned _____
BAR No ☐ Yes ☐ CCDRB No ☐ Yes ☐

TYPE AND COST OF BUILDING

Total Cost of Improvement $ 100,000.00 **Square Footage of Addition or New Building** _____

Type of Improvement (Check All that Apply):

Right-of-Way Bond Required: ☐ Yes ☐ No
Amount of Bond: $ _____

☐ New Building ☐ Addition ☐ Alteration
☐ Interior Work ☐ Exterior Work
☐ Repair, Replacement ☑ Demolition ☐ Moving
☐ Foundation ☐ Swimming Pool ☐ Right-of-Way
☐ Fire Alarm ☐ Fire Sprinkler ☐ Fire Permit
☐ Plumbing ☐ Electrical ☑ Structural ☐ HVAC
☐ Painting (BAR) ☐ Fence ☐ Concrete Flat Work
☐ Other Emergency Shoring to Existing structure

Current Use of Building, if applicable; _____
Proposed Use of Building: _____

Non-Residential:
☐ A - Places for Assembly
☐ B - Business
☐ E - Education
☐ F - Fabrication
☐ H - Hazardous
☐ I - Industrial
☐ M – Mercantile
☐ S – Storage
☐ U – Utility

Residential:
☐ R1 - Hotels and Motels
☐ R2 - Apartments, Condominiums, Dormitory
☐ R3 - One & Two Family or Townhouses
☐ R4 - Residential Care / Assisted Living
☐ U - Garages
☐ Manufactured Homes

Check all Approvals Granted: ☐ Planning ☐ BAR ☐ CCDRB ☐ TRC ☐ Engineering ☐ Zoning
☐ Street Blocking Permit ☐ Right-of-Way Permit

RESIDENTIAL PROPERTY OWNERS DOING THEIR OWN WORK OVER $5,000.00:
Homeowner exemption form must be completed and disclosure statement filed with the County Resister of Deeds.

Copy of exemption form and disclosure statement attached? ☐ Yes ☐ No

ALL PERSONS HIRED TO PERFORM WORK MUST BE PROPERLY LICENSED BY THE STATE OF SOUTH CAROLINA AND THE CITY OF CHARLESTON. EACH CONTRACTOR AND SUBCONTRACTOR HIRED TO PERFORM WORK ON THIS PROJECT MUST COMPLETE AND SUBMIT THEIR OWN BUILDING PERMIT & PLAN REVIEW APPLICATION.

CONTRACTOR

Name _____

Street Address _____

City, State, Zip _____

Contact No. ( ) _____

Email: _____ City of Charleston Business License No.: _____

State License Agency (Choose One):

South Carolina Contractors' Licensing Board ☐ South Carolina Residential Builders Commission ☐

State License Classification: _____ State License Number: _____

State License Limitation: _____

ENGINEER

Name _____

Company _____

South Carolina License Number: _____

Contact Number: _____ Email: _____

State License Number: _____ Business License Number: _____

ARCHITECT

Name _____

Company _____

South Carolina License Number: _____

Contact Number: _____ Email: _____

State License Number: _____ Business License Number: _____

I understand and agree that this permit does not authorize any encroachment upon City or State owned property. If a Construction Permit is issued by the City for this project that Construction Permit only provides authorization for the limited scope of work identified on the permit, and the permit remains the property of the City of Charleston. By signing below, I certify that I am the owner of the property where the work stated above will be performed or the authorized agent for the company performing the work stated above and that all information provided is true and correct. I further understand and agree that if any information provided is found to be incorrect or falsely stated that any permits granted as a result of submitting this application will become immediately null and void. Additionally, I do hereby covenant and agree to comply with the ordinances of this jurisdiction and to perform the work herein stated in accordance with the plans and specifications submitted herewith. I shall be responsible for any and all violations of state laws and local ordinances. I understand and agree that any alteration or change in plans made without approval of the Building Official subsequent to the issuance of the Construction Permit shall constitute grounds for revocation of such permit. Permit void if work not started within SIX months of date of issue or if work stops for a period of SIX months. All permits expire two years from the date of their issuance. All City Ordinances and Building Codes can be reviewed at the City of Charleston Division of Inspections located at 75 Calhoun Street, 4th Floor, Charleston, South Carolina. Additional Construction Permits shall be required for any additional work not authorized under a permit issued for this application. Applicant is responsible for calling to schedule all required inspections.

Printed Name: _____ Signature: _____ Date: _____

For Official Use Only

Approved ☐ Disapproved ☐ Date: _____ Permit Number: _____

Issued By: _____

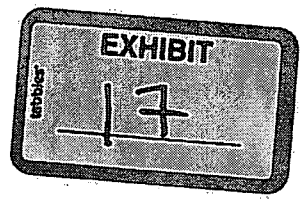
BELFOR
PROPERTYRESTORATION

Martin Giorgi

7629 Southrail Road
North Charleston, SC 29420

Tel: 843.767.0711
888.421.4119
Fax: 843.767.0714
Cell: 843.793.7892
martin.giorgi@us.belfor.com

Sent: Thursday, April 25, 2013 8:20 PM
To: Mike Quillen; Squeeze OnSite - Clint Gaskins
Subject: 213 East Bay - Updates



Mike,

Good Evening. I am writing for an overall update on the events of 213 East Bay; mainly pertaining to demolition, cleanup, restoration, plans, etc.

It seems as though Belfor is moving right along with the cleanup and demolition; and doing a very professional job in the process.

Decisions:

To date, I have not been required to make any decisions regarding the cleanup, demolition, restoration, etc.. Should you need my input, I am here to answer any questions, as I am sure they will need my advice regarding my space soon enough.

You will definitely need to provide your input going forward. The plan is to do the required demo and debris removal over the next two to three weeks. There will be two things you will need to do- (1) remove all personal possessions and undamaged contents that may impede debris removal or reconstruction and (2) work with your insurance company to store, repair, restore, replace or whatever appropriate to deal with your improvements or betterments. Of course this will take coordination as we develop a plan to start back to business status.

As an example Matt went ahead working with his insurance company to have his bar removed so it can be cleaned and refinished, then stored for replacement. That opened up his space for easier access and allows the architects to look at best route for restoring things. I don't know if he has taken his TV's down yet but plan was to remove and see if anything salvageable but also to open the walls and ceilings for work. I understand that Belfor has keep a record of work for removing his contents separate from what we are having done for the building.

Restoration Plan/Commitment:

Can you provide an update with the progress of a plan to restore the building?

First step is we will have Belfor do the demolition as required by structural engineer (mostly back wall), remove the debris and correct water or smoke damage as needed prior to reconstruction.

Has an architect/engineering firm been commissioned for the redesign?

The FLP has secured the services of the architects at Applied Building Sciences (ABS) to do a preliminary review of any available construction documents or floor plans, map and document as appropriate existing conditions of the building, conduct a review of the applicable building codes and meet with local building officials and BAR to coordinate their position on applicable codes, review and document condition of existing mechanical, plumbing and electrical components with recommendations on restoration requirements and

coordinate with ABS structural engineer to determine the best roof design and other modifications to walls, ceiling or floors. Currently they are working just for FLP to keep things moving and not yet covered by my insurance carrier. It is acknowledged that ABS is not an experienced restaurant bar firm so we will be bringing in someone else when we get to that design stage and work with tenants and their insurance carriers. Right now we need to get the walls secured, a roof design and water/power supply issues resolved and figure out applicable codes.

Has a General Contractor been commissioned for the restoration?

No, with the work that ABS will do it is hoped we can get competitive bids for price and timing and include tenants thoughts. We have told Belfor they can bid on building work but we will be seeking others. It may be that we do go ahead with Belfor on the roof if practical as that is the critical item to starting back. Architects will give us roof design including consideration of HVAC and drainage. We also may want to secure someone to work with BAR and do the restoration of the façade so we can get the sidewalk back open as soon as possible. Also I will meet with tenants to see how they want to handle their obligations. Each may want to use someone different for establishing their business space.

Code (Fire/ADA/Health/IBC):

Have you been notified by the City, State or Local officials as to the needed code changes that will have to take place?

We have had preliminary discussions but will be expanded in detail by ABS. In summary the percentage of damage to the building versus the value dictates the applicable code for restoration. If damages exceed more the fifty percent of value most things have to be brought to existing code. It is not clear what all goes in to the damage calculation at this point and how tenants expenses get counted. ABS will know that shortly. They will be around the building so I will ask them to speak with you on any ideas you have.

Given the limitations of space, any progress moving forward on this, I would like to sit in on those conversation. Squeeze has definite size constraints and re-coding of items such as grease traps; would certainly make more sense on a joint level.

We will certainly have architects and engineers look at the most efficient and economical way to do this. There will be questions as to the electrical needs of all tenants for example to design the new power supplies.

Given that I have been piggy backed for years off of the main frame, issues such as water heaters, water lines, breaker panels, etc will need to be addressed. Obviously these items can be addressed later, as they become pertinent.

Hope would be to have service meters for utilities set up for each tenant. Not sure yet how we do that, best would be each has their own but maybe we have master meter and then monitoring devices internal where tenants pay proportional. Working on that improvement.

Lease Agreements (Individual and Master):

Has any progress been had on your end to secure more options or a new lease with Yaschik?

Nope, he is currently pretty hands off.

Per our conversations in the initial meeting following the fire, we expressed great concern about our leases and the 4 remaining years. It's quite obvious that renewals, execution of options or purchase of the building would need to occur for you to move forward with a restoration project of this magnitude. Has any progress/decisions been made on this?

No change at this time other than we all have to do our own calculations of additional investment versus pay back. Until each of us know more detail of what our insurance companies are going to do still some unknowns. I hope to come down and meet with each of you within next two weeks to discuss everything. Hopefully by then we will have more information from our insurance carriers. To be direct, I do not expect any new information from the building owner by then.

Your Position on the above:
Can you provide an update with your position moving forward?

Obviously big dollars to consider. Until I see estimate on repair, requirements of City, Owner's position on lease terms going forward, what my insurance company steps up to, how tenants insurance companies deal with tenants improvements and betterments, etc. I cannot give any definitive position. As expressed previously with what I paid Ann for the lease it was going to take me six plus years to recoup so the next option was my current thinking. My plan is to move forward but need to understand dollar numbers better to run the economics.

Timeline:

Perhaps a bit premature, but any sort of timeline for the below would be fantastic for planning:

Results from Fire Inspection: preliminary was undetermined electrical, but nothing official yet. Expect building to be released any day.

Investigation of Bricks: taking down upstairs internal brick walls, will reuse where required by BAR and then most economical structural solution. Some work required due to deterioration of mortar from heat and water.

Completion of Demolition: I am including debris removal in a guess of three weeks, but have asked Belfor to come forward with their estimate on time and cost.

Hiring of General Contractor: Have had plenty of solicitations and suggestions but need scope of work which ABS is doing to proceed with quotes

Completion of building Plan (Architectural/Engineering): Two phases as explained above. ABS work in about two weeks then will seek restoration plan in conjunction with tenants suggestions and how their insurance companies want to be involved.

Start of Restoration: Only my hope at this stage but roof in May and general restoration beginning in June after cleanup complete. Once we have a roof and electrical working the street level tenants can pretty much move at whatever pace we can work on together. Early assessment is most of damage to Squeeze and Brick is water damage and smoke recognizing issues with ceiling and floor. We have not discussed but Matt has suggested leaving his ceiling open (eliminate drop ceiling) and something better for maintenance on the floor. Also will need

to consider incorporating sprinkler system. Be thinking and we just need to sit down and go through your space. Obviously upstairs is a totally different project as it will have to come back to just open space and then see what Kelly wants to do.
Completion of Restoration: Again until we get a lot of the information listed above no real idea. Again my hope would be that Squeeze and Brick can get back by August/September but that depends on a lot of coordination especially with insurance companies and contractors. Don't have any opinion yet or information from Kelly on second floor.

I know you may not have answers to many of the above, but as much insight is greatly appreciated.

I understand there are a lot of unknowns and that makes everyone uncomfortable, but we are working hard to keep things moving. Lot of parties involved. Completing the cause investigation takes out a lot of parties that have been consuming time and holding up progress. However city has been very reasonable and people doing best they can. Once we get the spaces cleaned out within next few weeks it will be a lot easier to come up with a plan and a reasonable time schedule. Also will be a relief when insurance company accepts coverage. I assume tenant's carriers are the same, no coverage accepted until cause closed out.

Lastly, I am very pleased with the movement of all things/components thus far.

It has been a tough few weeks for everyone and certainly time consuming. I have accepted some financial responsibility and expense to keep things moving but the way I want to do business. As mentioned I fully understand there will be discussions on restoration and what is tenants responsibility and what is building. My suggestion is each party works with their insurance company and makes progress and let them work it out. I have suggested to Matt and would recommend same to you that you look at the detail on what was included when you purchased the business and how it was worded. I suspect the insurance companies will consider that when discussing where responsibility lies. I will be in contact for a visit. I am ready to come down anytime but really need the insurance company to official advise of their position and requirements, let ABS have a few days for their work and get an estimate from Belfor on demo and debris removal. I would like to have as much information for everyone including myself when we get together again. I anticipate we will do that individually this time.

Regards,

Clint Gaskins

Squeeze OnSite
www.squeeze-onsite.com
2532 Spruill Avenue
Charleston, SC 29405
843.718.1387 (business)
843.819.8289 (mobile)

843.789.4982 (fax)
clint@squeeze-onsite.com (email)
@squeeze_onsite (twitter)

From: Mike Quillen <mquillen30@comcast.net>
Sent: Monday, August 05, 2013 11:17 AM
To: 'Kelley Tant'
Subject: RE: 213 Repair design Update

Actually was going to contact you today. I came down couple of weeks ago to check with architects and building owner. The reconstruction plans for the building are about done. However, the requirement that the building will have to meet current earthquake codes has caused some real design and dollar issues. Counting what has been spent to date there is about $ 600,000 left from the insurance policy for reconstruction. That assumes the policy pays out full payment. The estimated cost to put the walls, floors, ceiling, HVAC, and electrical back plus a sprinkler system is approximately $ 1.4 to 1.7M. I have advised the building owner that I am not in a position to front that much additional money ($800,00-$1,1M)for the return on the lease. Thus I have made an offer to purchase the building or ask that Yaschik fund the restoration after the insurance proceeds are expended. Currently the plan (excluding the dollar issues) is to finalize the plans this week including the new foundation requirements for the earthquake code, file those with the city for approval and start ordering the steel for reconstruction. If we can resolve who funds the difference reconstruction could start in a couple of weeks. To date the money issues have not held us up it has been mainly getting the design finalized that meets requirements. Obviously the building did not meet the earthquake code previously as no 150 year old brick building would but that is the requirement. With the sprinkler system the city is being very reasonable on other code upgrades. I will let you know something as soon as I do.
Mike

-----Original Message-----
From: Kelley Tant [mailto:kel.tant@comcast.net]
Sent: Monday, August 05, 2013 10:31 AM
To: Mike Quillen
Cc: Squeeze OnSite - Clint; Matt Quillen
Subject: Re: 213 Repair design Update

Hey Mike wanted to check with you and see how everything was going didn't know if there was any new updates?
Thanks Kelley

Sent from my iPad

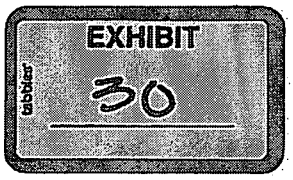
On Jun 28, 2013, at 10:19 AM, "Mike Quillen" <mquillen30@comcast.net> wrote:

>
>
>
> Guys: I wanted to provide you an update of where we are toward
> reconstruction. You can see below an update from ABS. Even though we are
> expecting some relief on several of the building code sections if we
> install a sprinkler system, we have encountered some real challenges
> with complying with the earthquake code for a very old masonry
> structure. In addition we have encountered some issues with designing
> adequate footers to support the second story and roof of the building
> which have to be totally replaced. We are going to have to do some
> innovative piles to an unknown depth to meet engineering requirements.
> We are also going to have to work with BAR on how the existing front

Mike Quillen

From: Mike Quillen <mquillen30@comcast.net>
Sent: Wednesday, August 14, 2013 12:49 PM
To: Thomas Ervin (yaschik@bellsouth.net)
Subject: Call

Tom: I hope I did not miss your call this morning but I am available most of the day. If you miss me (423-534-2411) I will try to call right back.
I have spoken to the architects and the structural plans are basically done and ready to submit to the City and place the steel on order. Thus to keep things moving a contract will need to be executed with Belfor on at least the structural part.
I have spent significant time over the last couple of days churning the numbers and as we discussed I am struggling with investing more capital in the project as a lease.
I am willing to continue under the existing arrangement once the building is back functional as I think are at least two of the tenants. I am not sure about Kelley but would find a new tenant for upstairs if she would not come back.
As to what type of lease modifications I might consider I assume you mean with me funding the reconstruction. I have spoken to the architects and everyone's most realistic assumption is the cost is going to be approximately $ 1.5M with completion by April 2014. If I assume that there is $ 500,000 net available from the insurance proceeds without any co-insurance deduction then another one million investment is required. I have looked at this multiple ways and the only conclusion I can come to is that would actually be a loan to Yashcik under a lease arrangement as there is no residual value or ownership rights. The building would be significantly improved from its pre-existing condition but that would benefit to the owner. Ignoring for the moment any income tax ramifications if I put up the million just the interest alone at 6% would be $60,000 per year or $ 5,000 per month. If I take that off the current rent it would reduce the monthly payment to approximately $ 10,000 per month. If I did a ten year note the million would still have to be recovered either as a balloon or annual principal payments with a security interest in the building. To me that would be doubling down or more on the lease. I am open to any ideas or if I there is another way to look at the lease with me funding the reconstruction but this is my current thinking.
As I look at a purchase option with an acquisition price and reconstruction and current gross rent it would take over eleven years to get the investment back without considering cost of money. That also does not consider my purchase of the master lease from Ann which is outside our arrangement. Thus any option is a major decision for the FLP to consider. The fire was regrettable and none of our fault but the situation we are dealing with. Again open to talk as convenient. I have everyone on hold at the present.
Mike



Mike Quillen

From: Thomas Ervin <yaschik@bellsouth.net>
Sent: Tuesday, August 27, 2013 10:55 AM
To: Mike Quillen
Cc: gregpearce@mvalaw.com
Subject: 213 East Bay

Mike, I reviewed the current situation with my counsel yesterday, and as I anticipated, the consensus opinion is that the tenant has responsibility for replacement of the structure at 213 East Bay.

Please let me know your thoughts on proceeding.

Thanks, Tom

Sent from my iPad=

Hilton Smith

From: Hilton Smith
Sent: Thursday, September 19, 2013 11:55 AM
To: Tom Ervin
Subject: 213

Tom
I've run into dead ends with both BELFOR and the engineer Need your tenant to pass the control over to you so these parties are able to talk to me and share info.
Let me know
Best

Sent from my iPad

EBCO 0013

Hilton Smith

From:	Hilton Smith
Sent:	Monday, December 02, 2013 10:19 AM
To:	Thomas Ervin
Cc:	gregpearce@mvalaw.com
Subject:	Re: 213

Thanks

Sent from my iPad

> On Dec 2, 2013, at 10:17 AM, "Thomas Ervin" <yaschik@bellsouth.net> wrote:
>
> Hilton: It is at Greg Pearce for review; I'll contact you as soon as I have his remarks.
>
> Thanks, Tom
>
> Sent from my iPad
>
>> On Dec 2, 2013, at 9:51 AM, Hilton Smith <hsmith@eastbaycompany.com> wrote:
>>
>> Tom
>> Spoke with Joe Shahid last week and he's just about convinced me that
>> the third flood idea is Going to expose this job to many hurdles code wise we don't want to deal with.
>> I'm anxious to hear back from you on the proposed contract we provided you.
>> Best
>>
>> Sent from my iPad

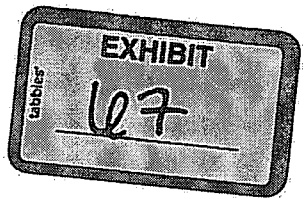
EBCO 0069

Hilton Smith

From: Hilton Smith
Sent: Monday, January 20, 2014 4:11 PM
To: yaschik@bellsouth.net

Tom
Met with Clint and al Scott
Clint talked to me about ins and said that you had an obligation to insure his improvements that Were there when he moved in We are talking about first floor and roof top BELFOR and I meet today and I got some preliminary estimates on cost They said to go 2 floors will take about 6 months to create shell space and 8 months if we go up to 4 stories I'm around this week, call when it's good for you to catch up further Best

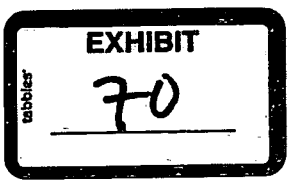
Sent from my iPad



Seller – Yaschik Development Company, Inc.
Purchaser – East Bay Company, Ltd.
213 East Bay Street, Charleston, South Carolina

Timeline

Date	Section	Deadline / Action
12/30/13	Preamble	Date of contract
01/03/14	2(d)	Deposit $50,000 due
04/29/14	2(c)(ii)	Purchaser and Seller agree upon hard and soft costs to reconstruct – either party can terminate
04/29/14	3(a)(i)	Expiration of 120-day Inspection Period
04/29/14	3(e)	Purchaser to pay $25,000 for 60-day extension
04/29/14	4	Purchaser to obtain title report and give title objections
	5(b)	Seller to obtain termination of Master Lease
06/30/14	3(e)	Expiration of extension of Inspection Period, if exercised (Saturday, June 28th – moved to Monday June 30)
06/30/14	10	Closing, unless extended
12/30/14	10	Extended closing date if Seller is still working to obtain termination of Master Lease and Purchaser is working to obtain building permits and neither party has terminated



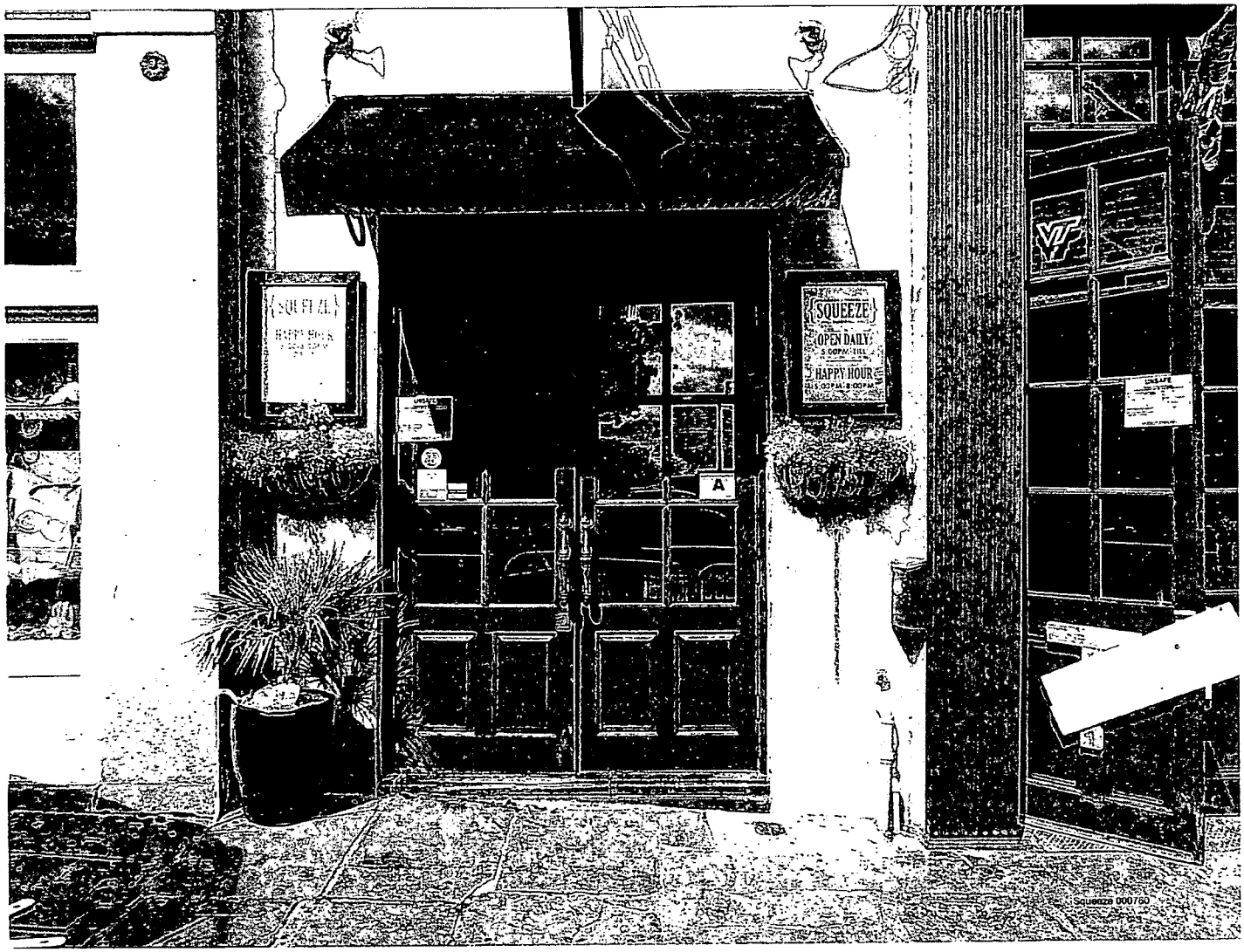
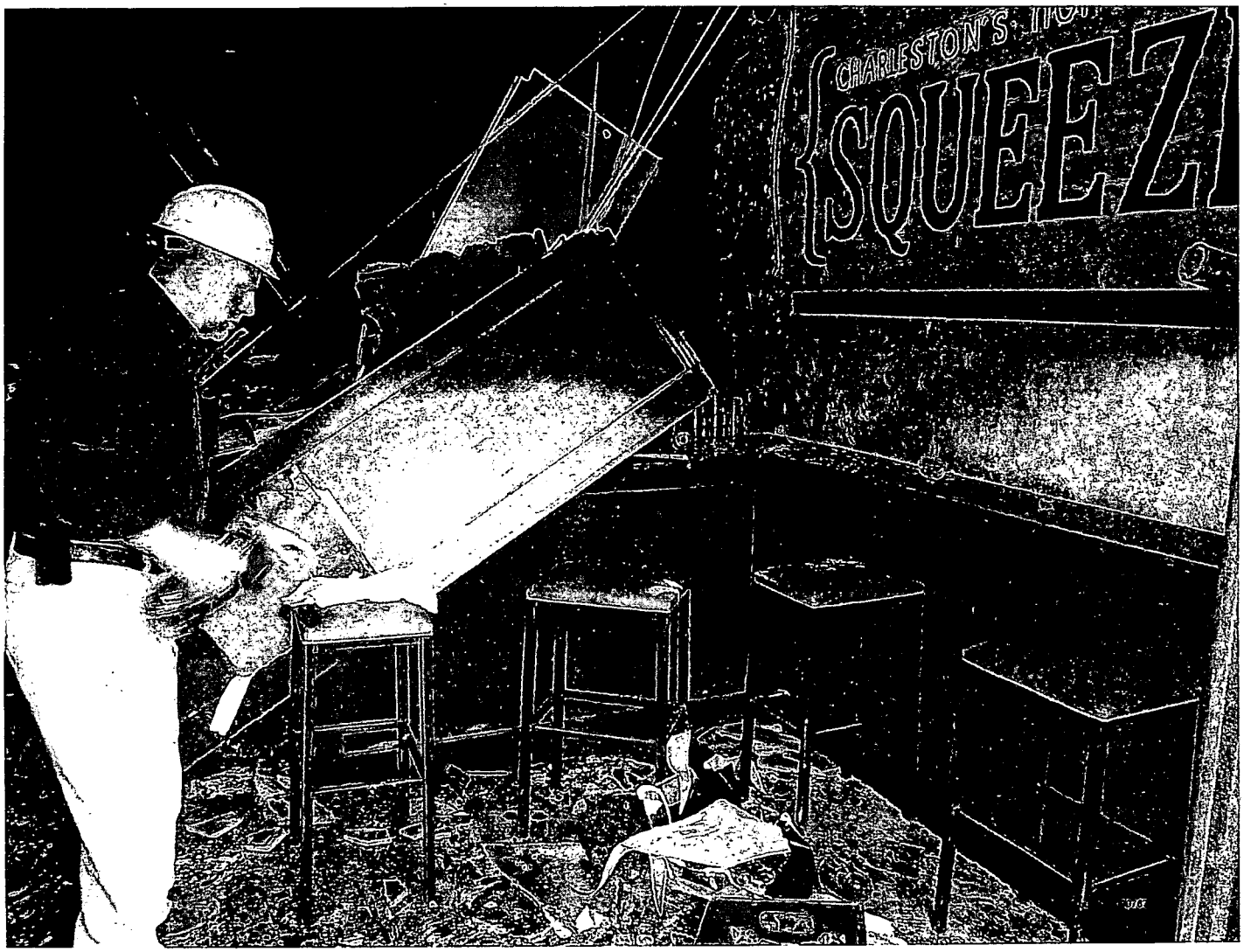
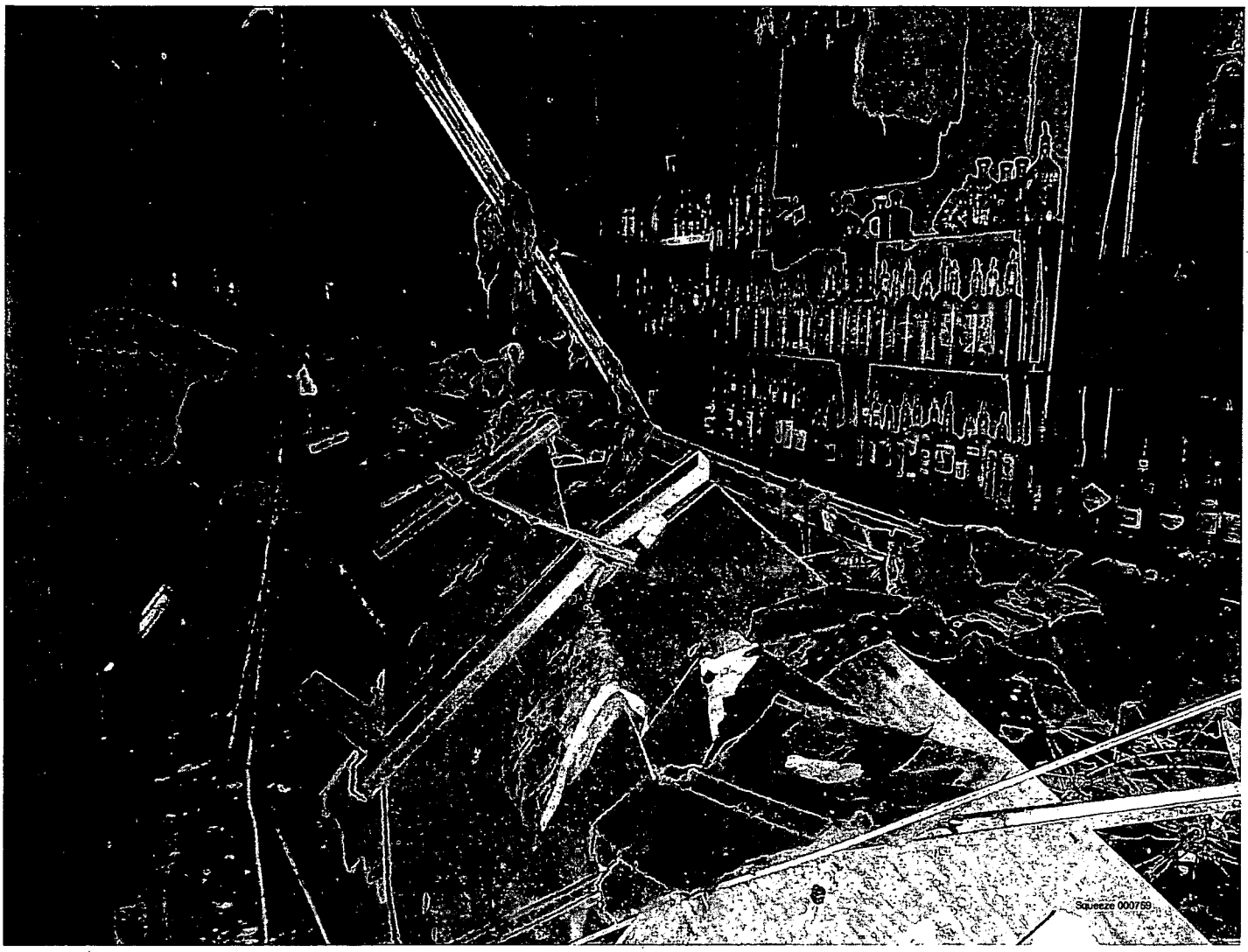


EXHIBIT
tabbies
90

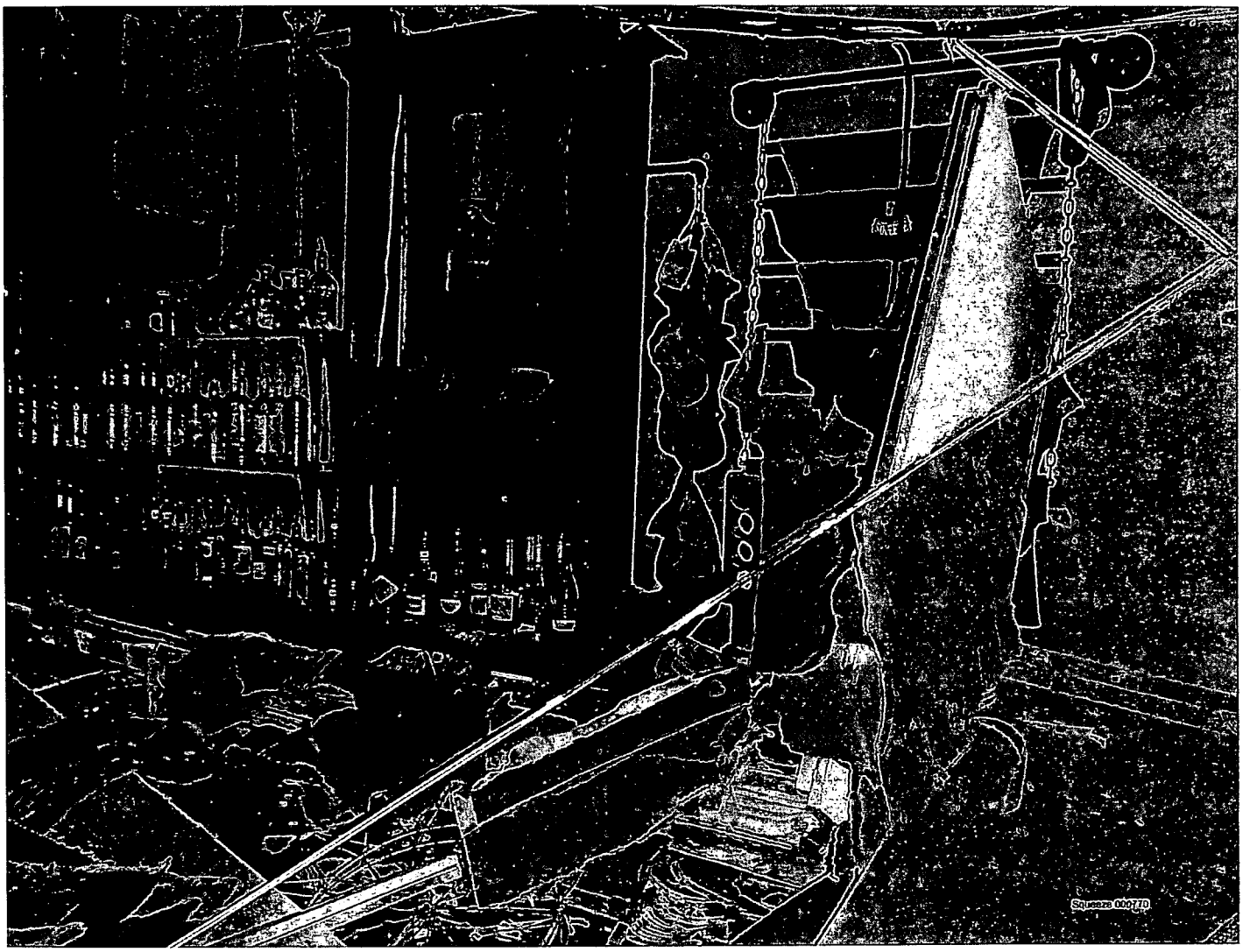
213A

FIRE EXTINGUISHER
SQUEEZE
HAPPY HOUR
5:00-8:00PM
DAILY
$7 SPECIALITY MARTINIS
$6 SPECIALITY COCKTAILS
$6 WINE AND BUBBLES
$1 OFF ALL BEERS
A
PRIVATE PARTIES AVAILABLE
OPEN DAILY
5PM - 2AM
HAPPY HOUR
5PM-8:00PM
PRIVA
OPEN DAILY
5PM - 2AM


CHARLESTON'S
SQUEEZ

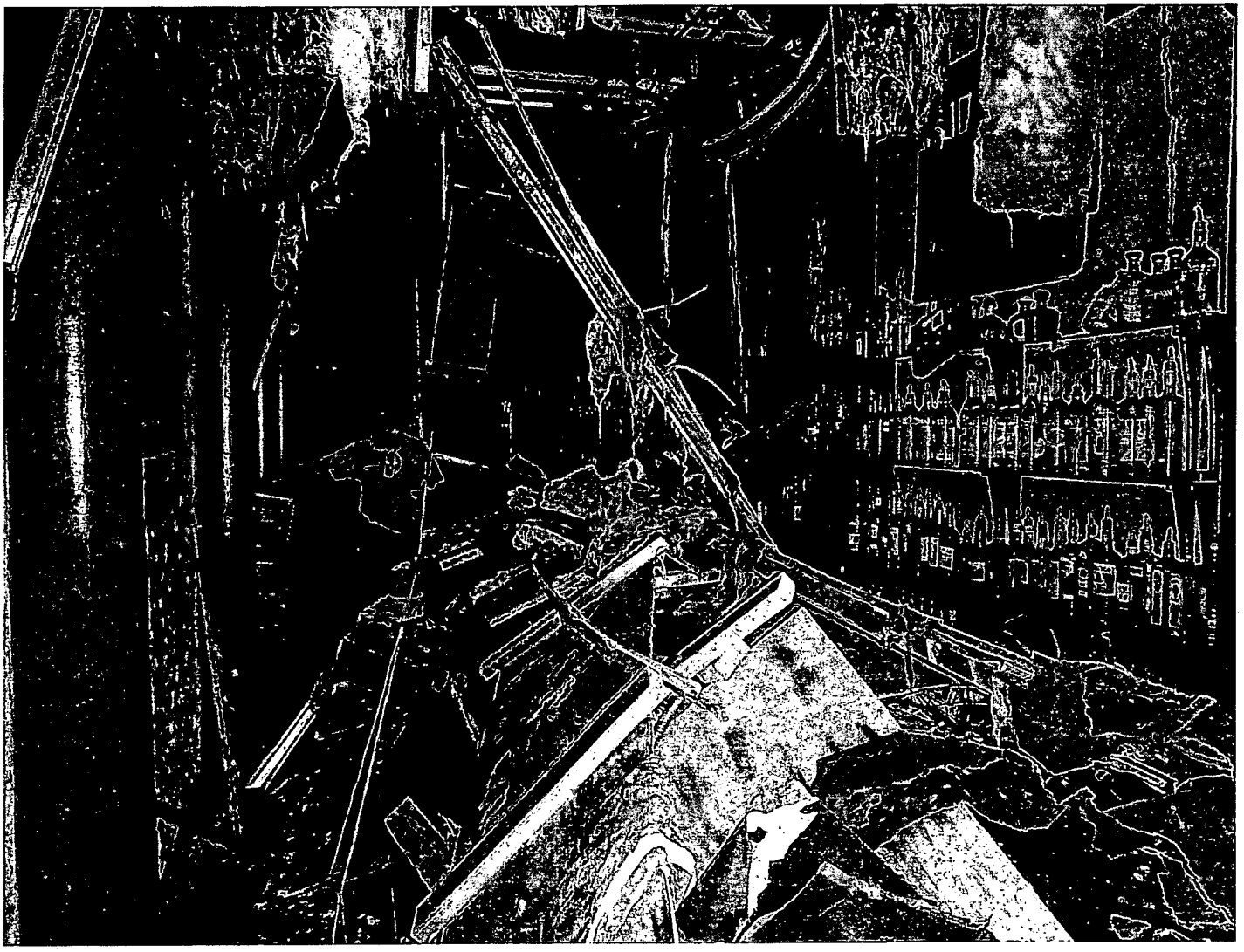


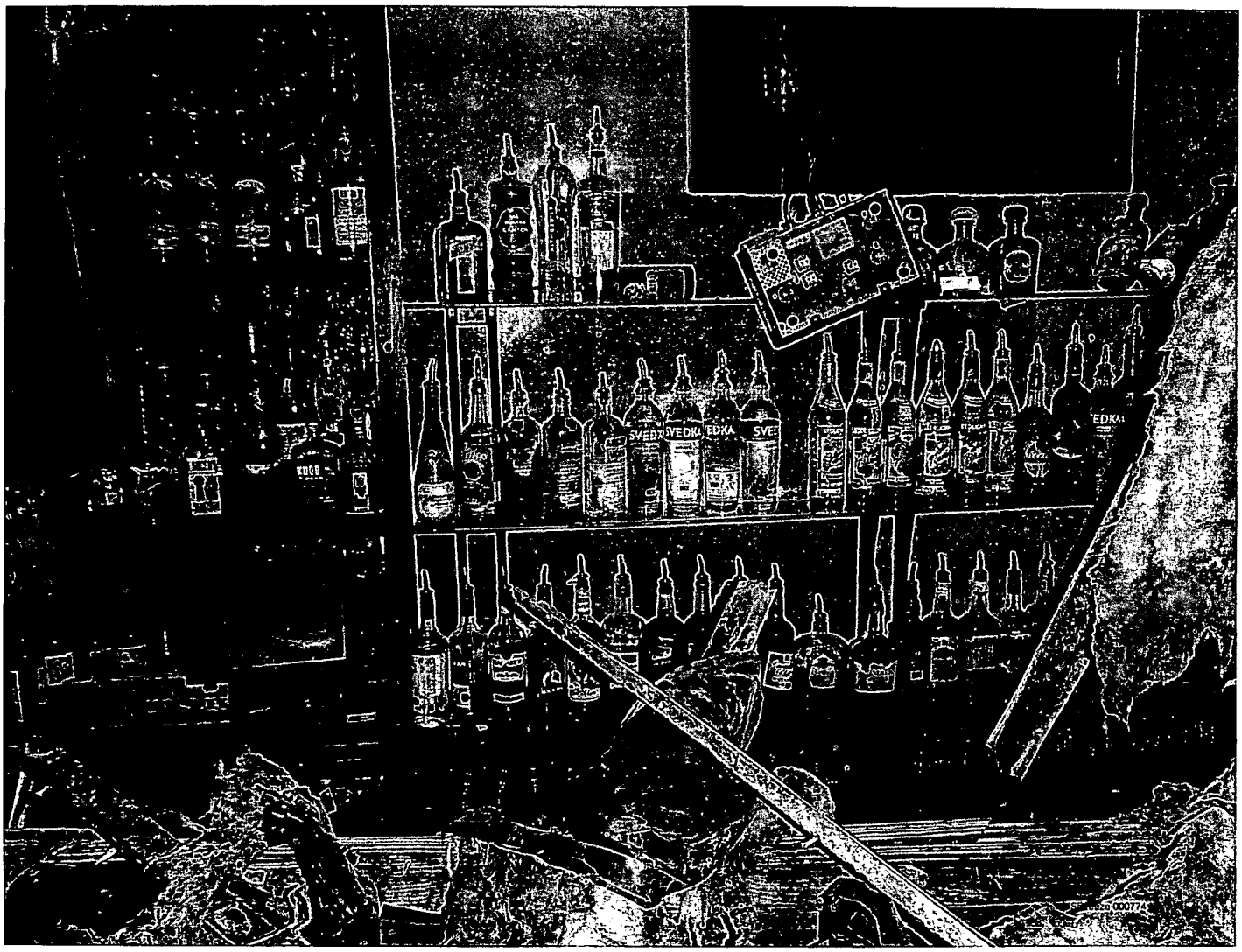
RECORD 000656



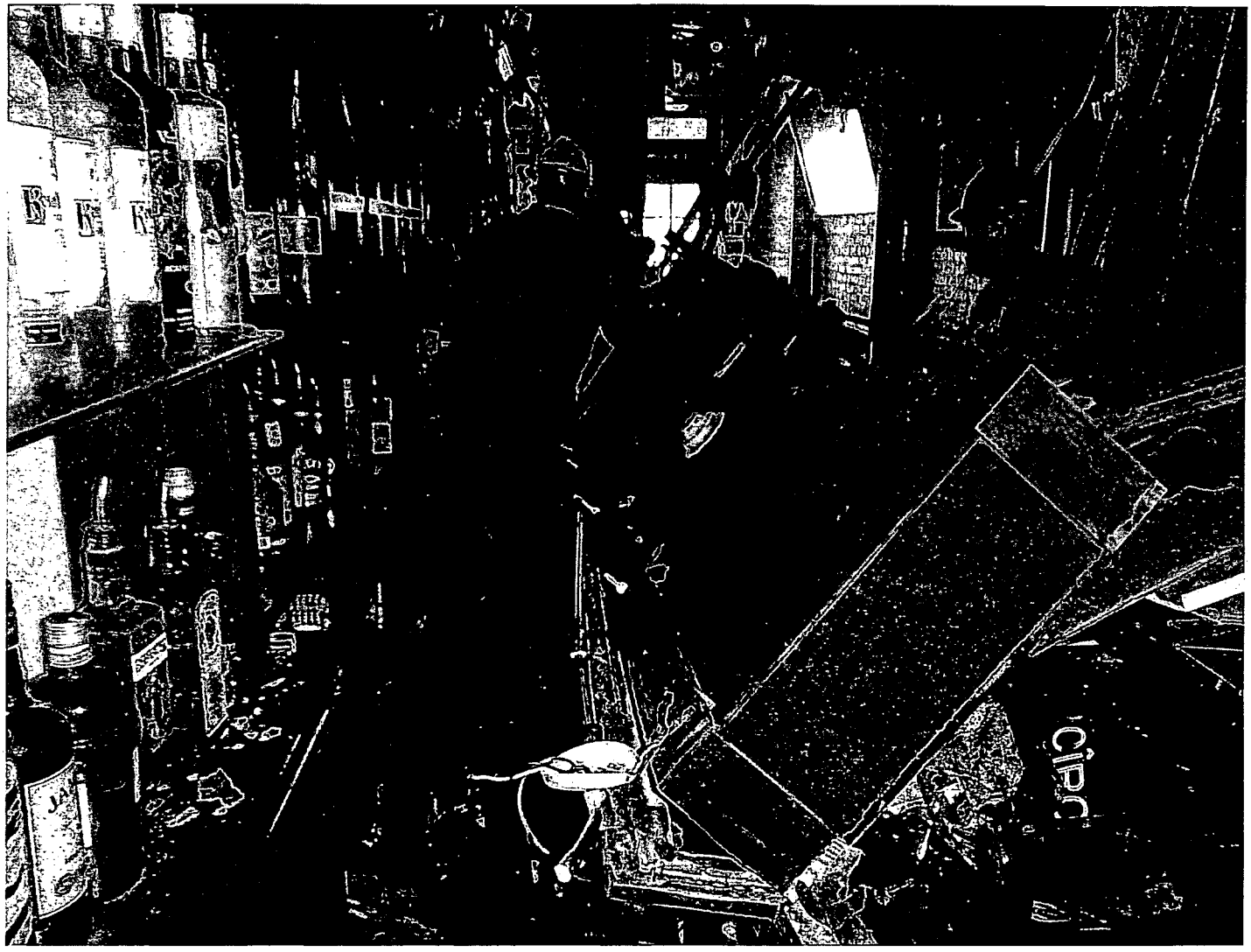
RECORD 000657

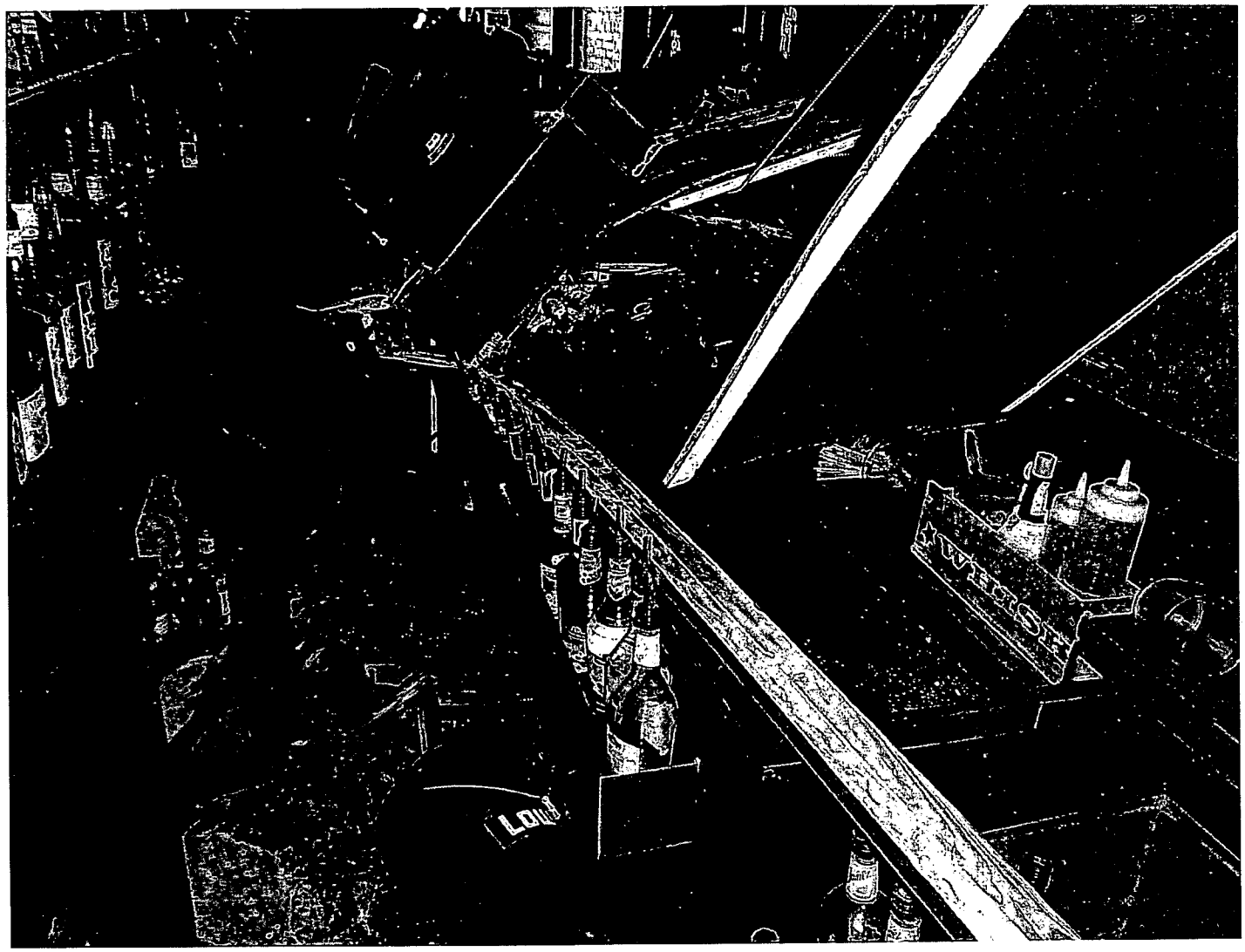
RECORD 000659

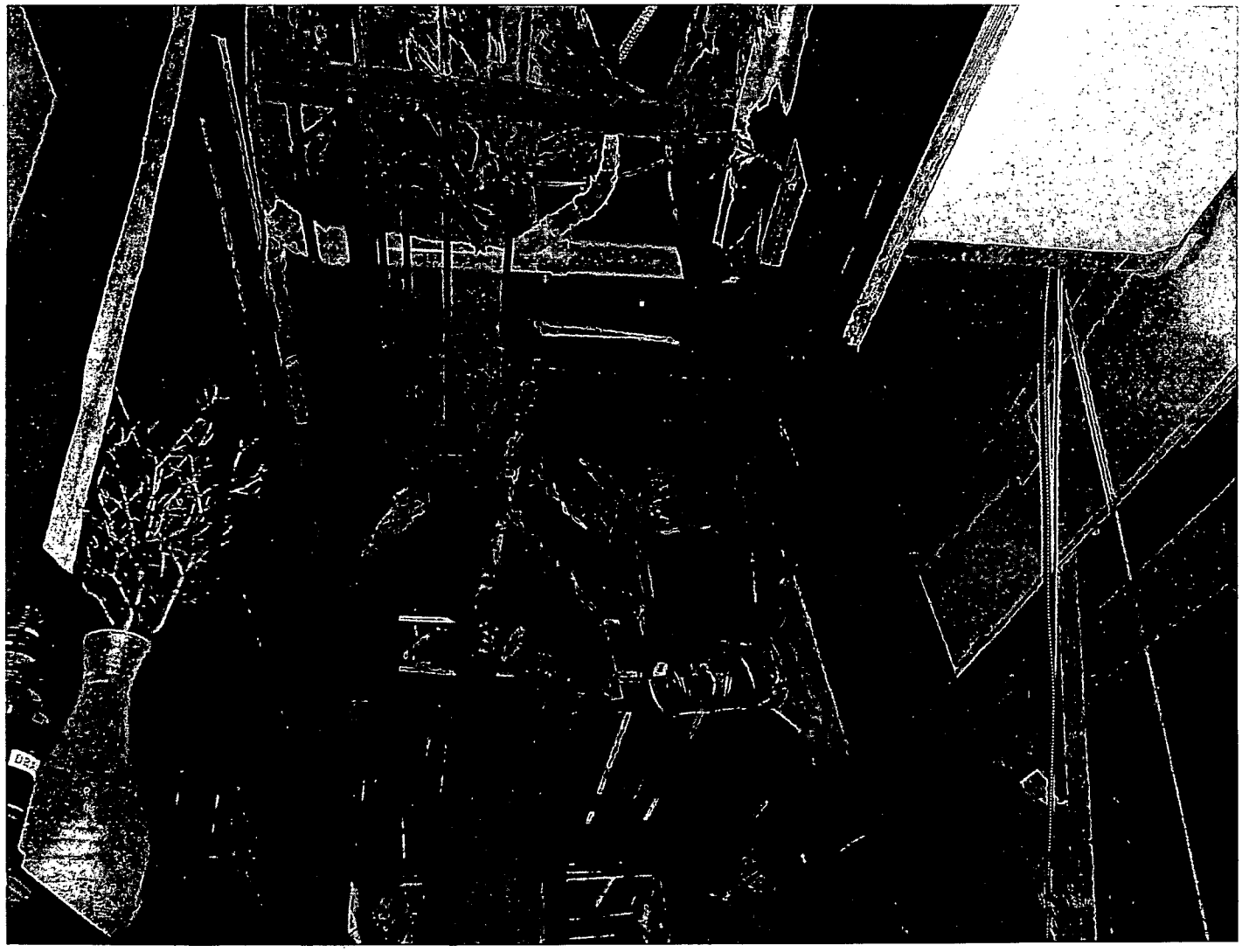


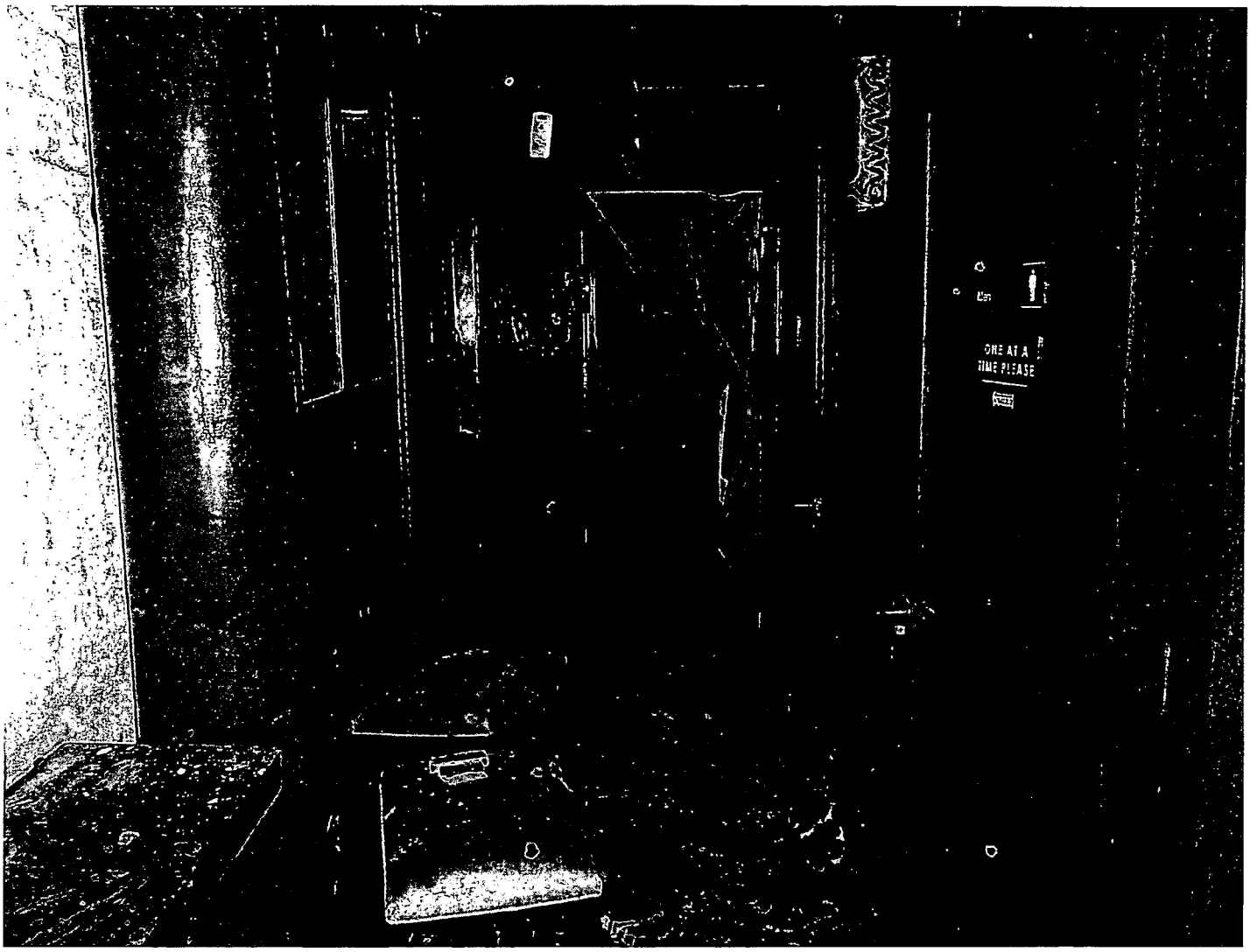


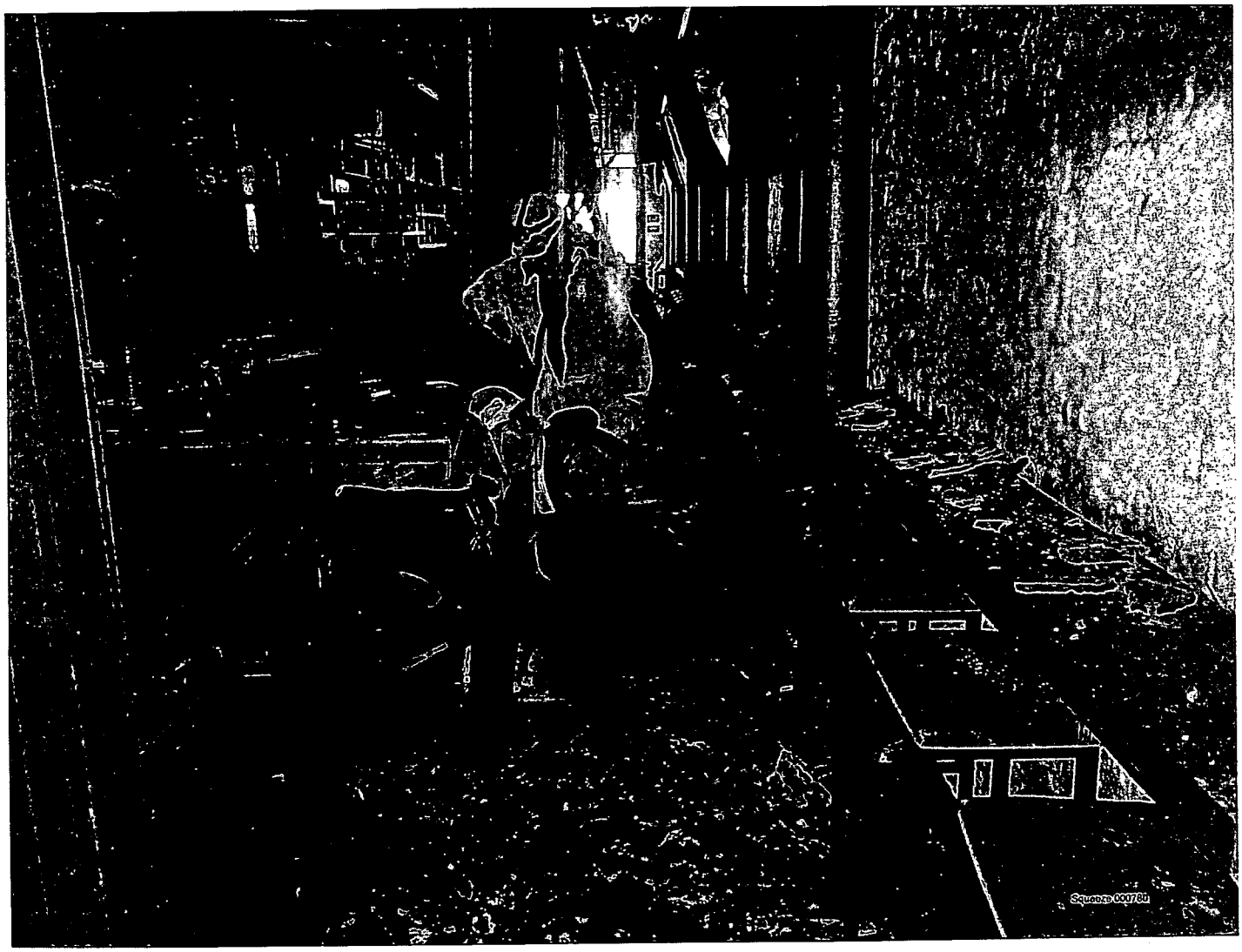
RECORD 000661

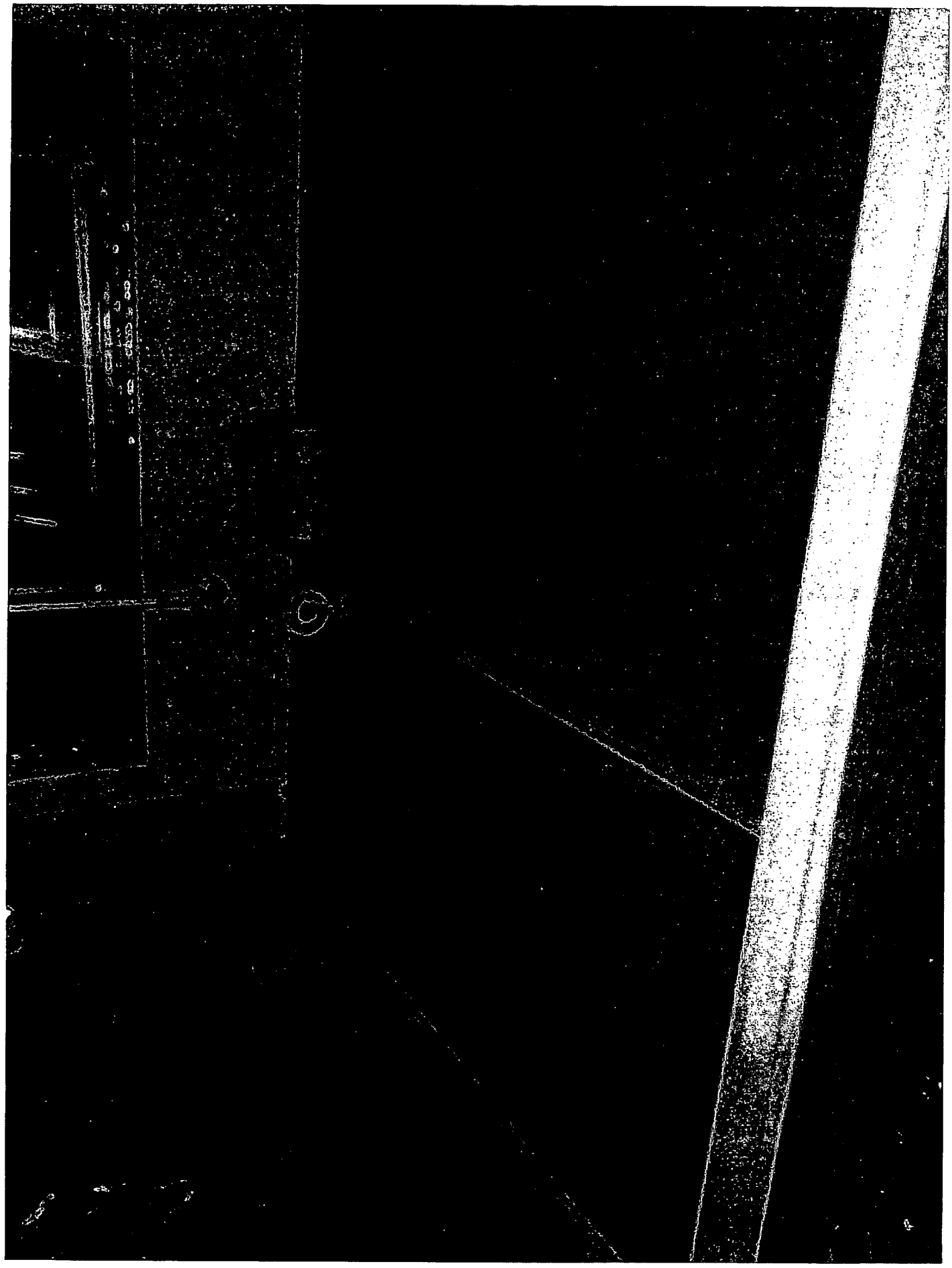


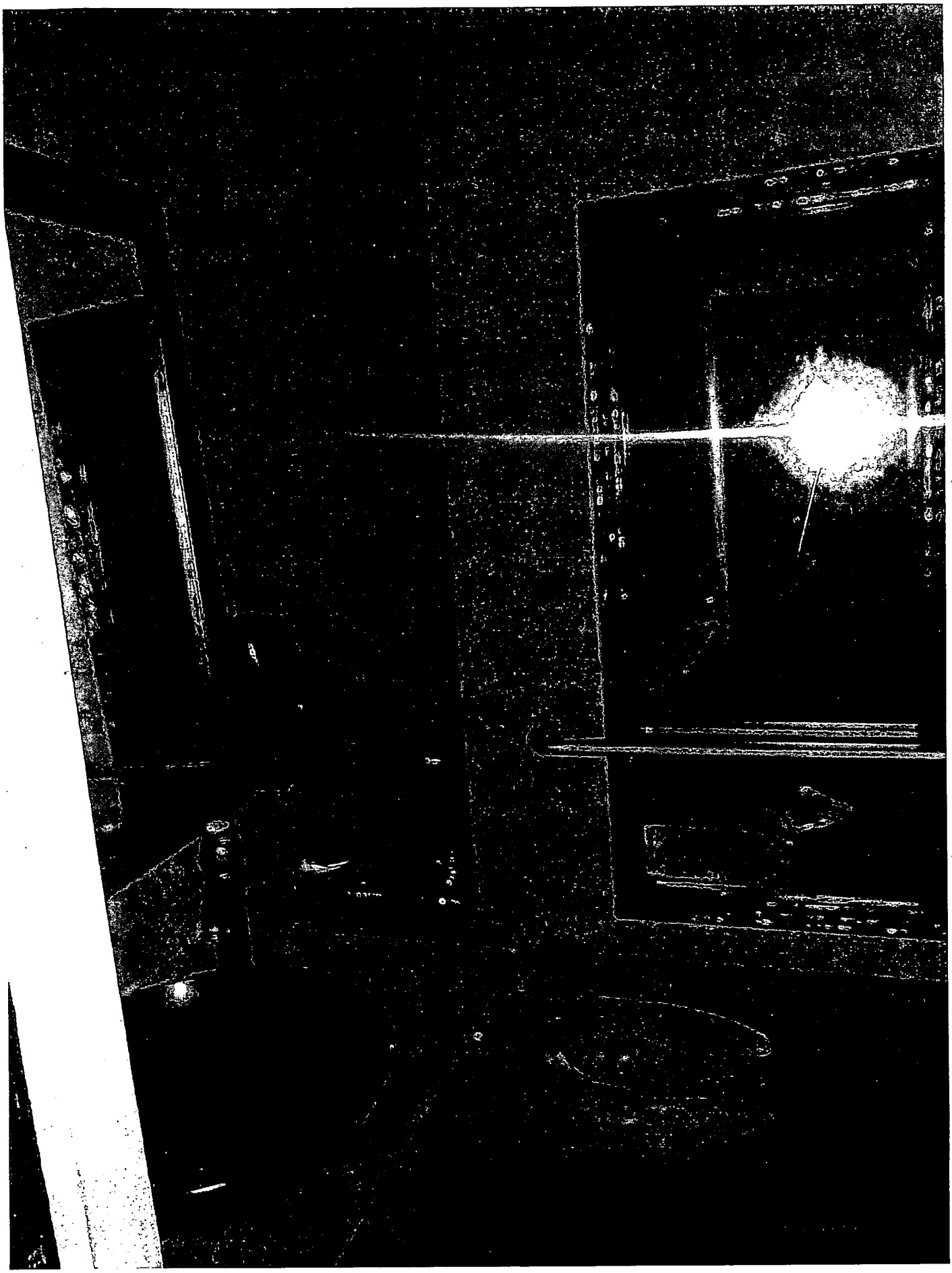





ONE AT A
TIME PLEASE

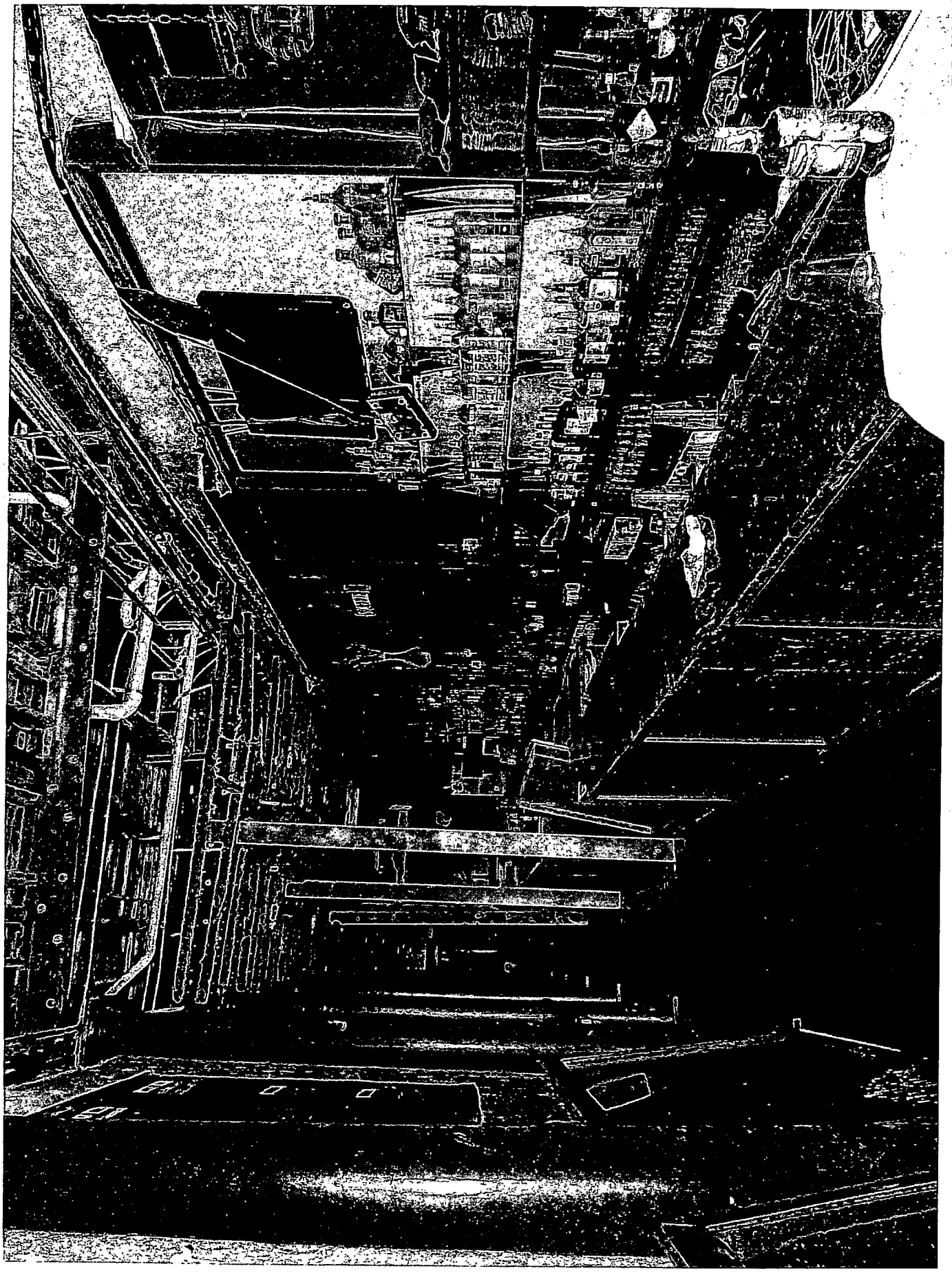






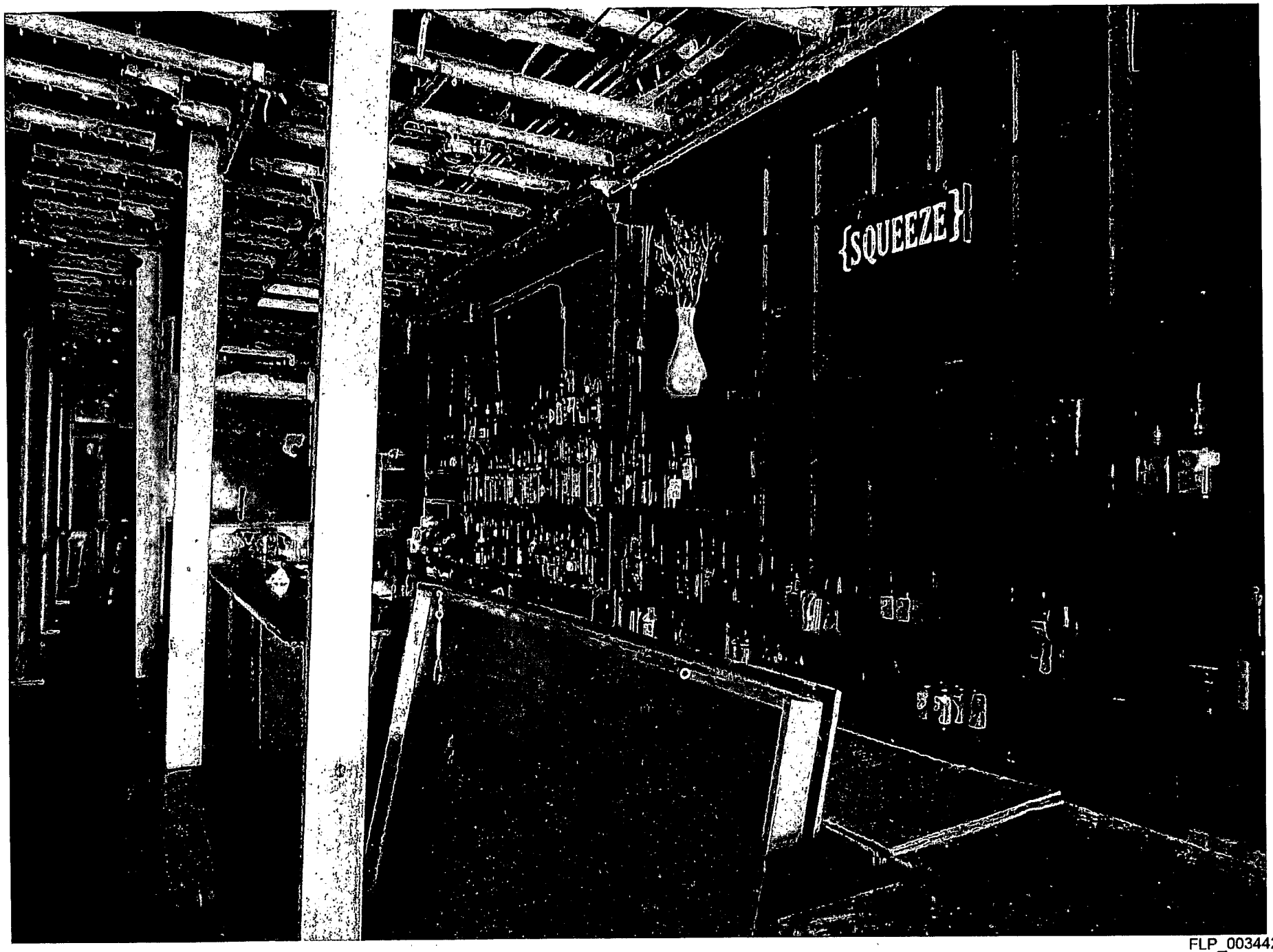
FLP_003440

RECORD 000673



FLP_003441

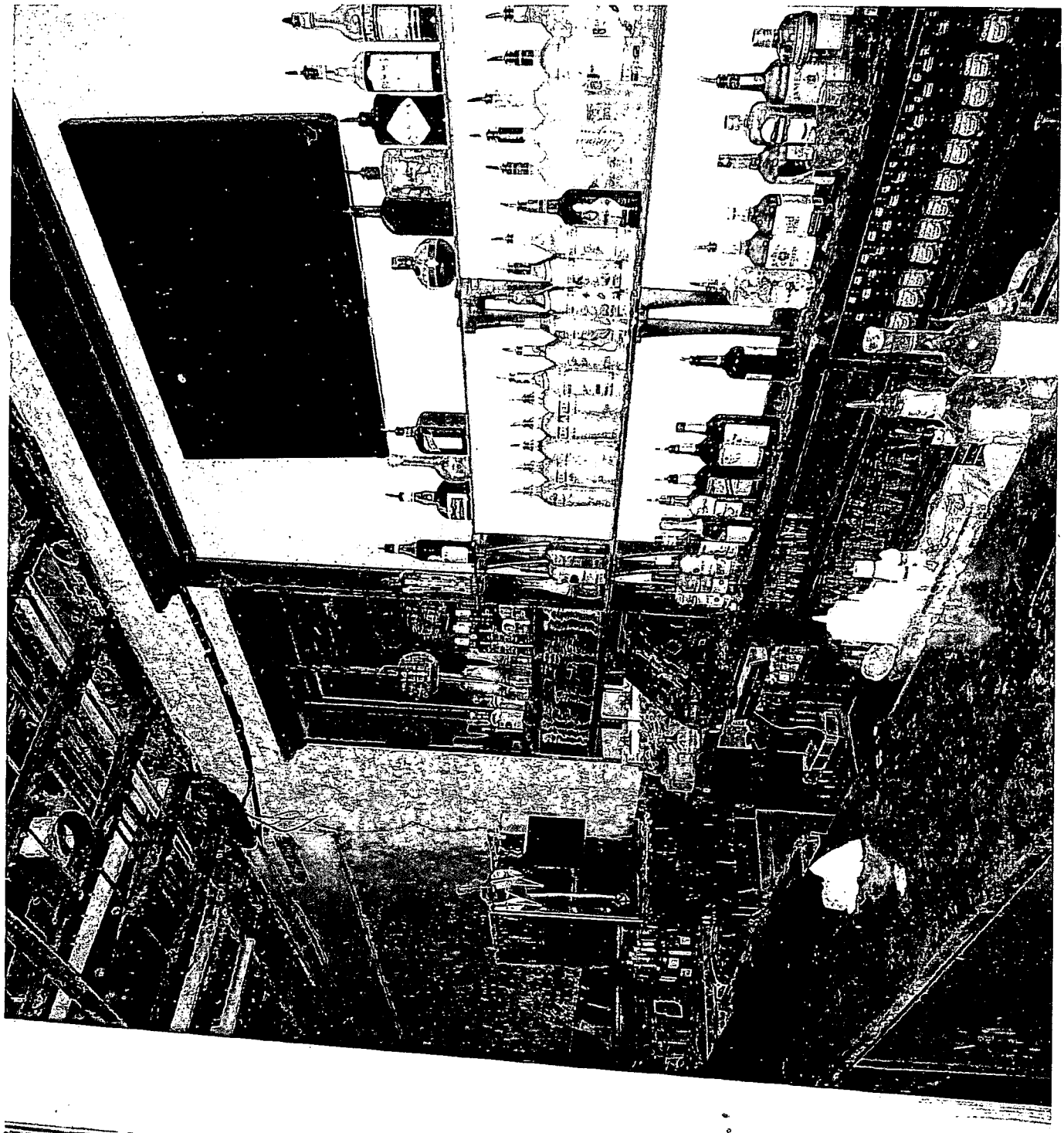
RECORD 000674

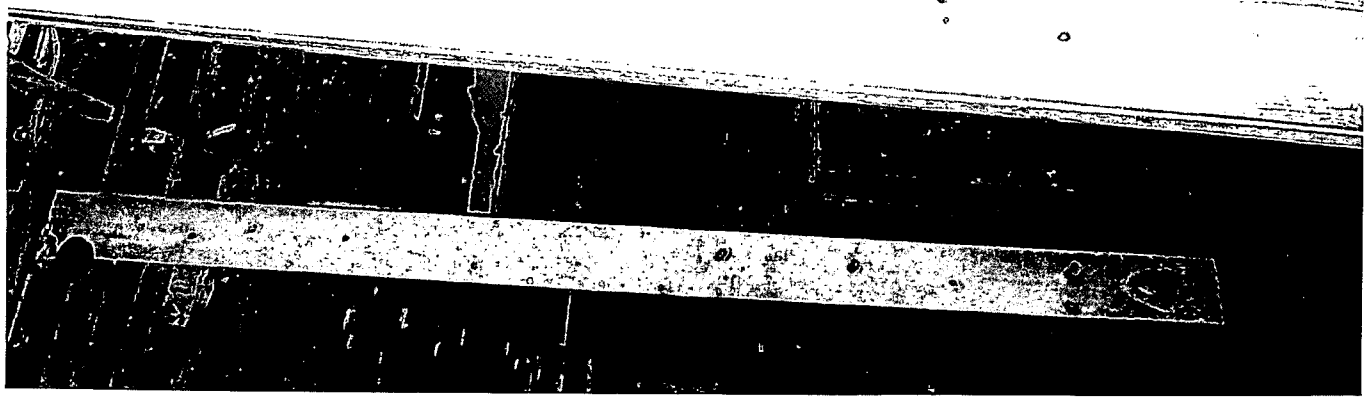


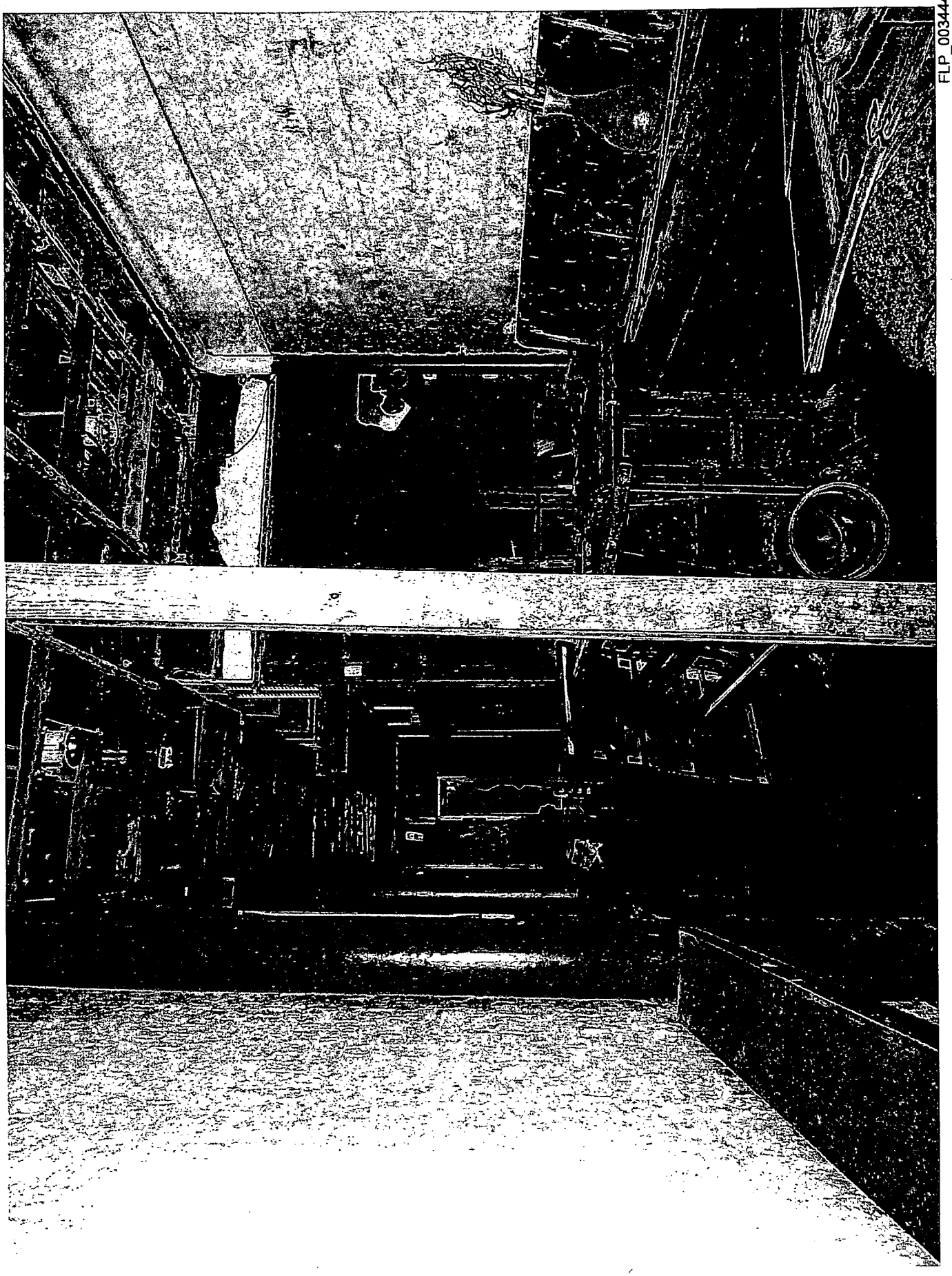
RECORD 000675

FLP_003442

FLP_003443

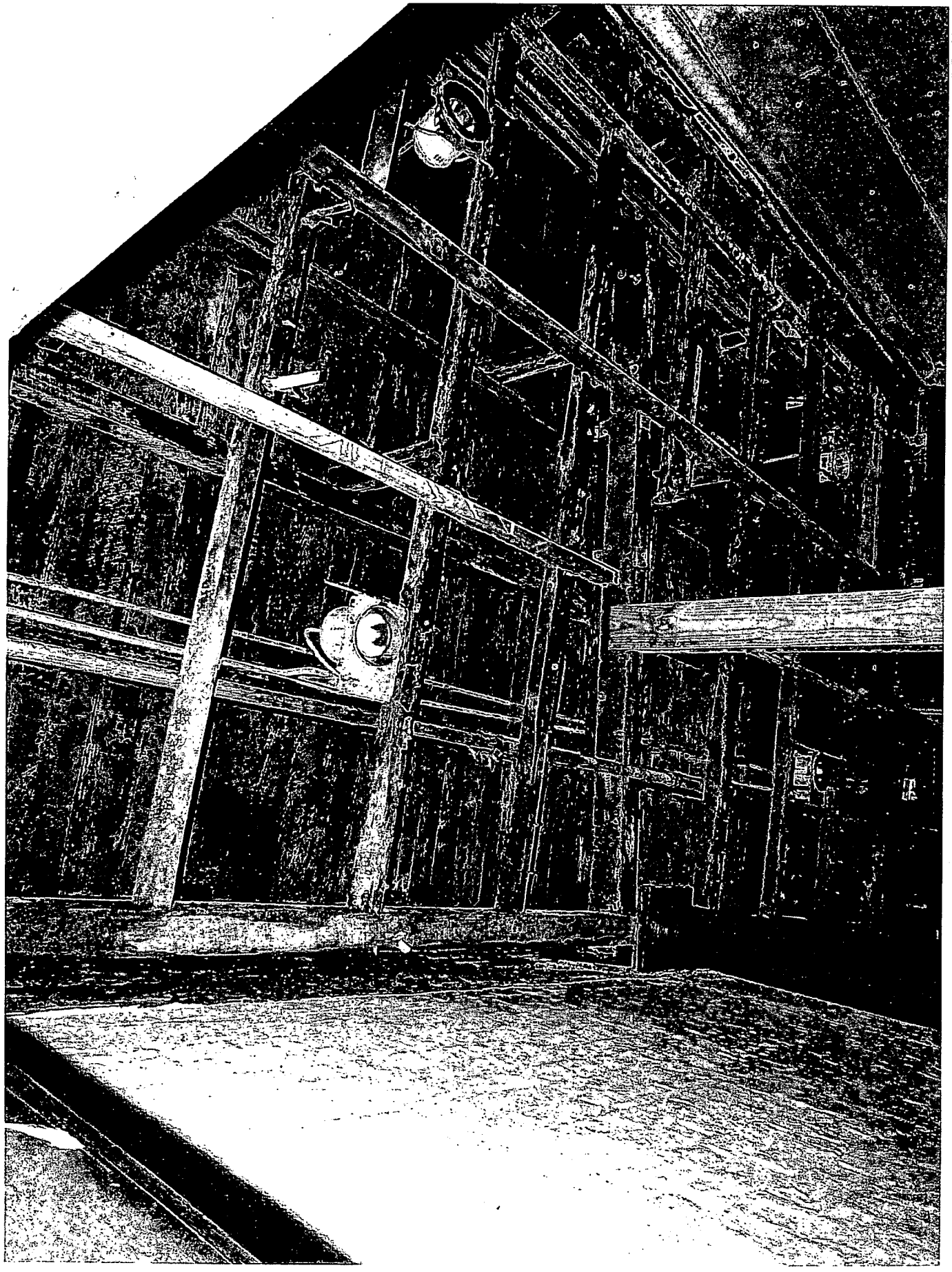






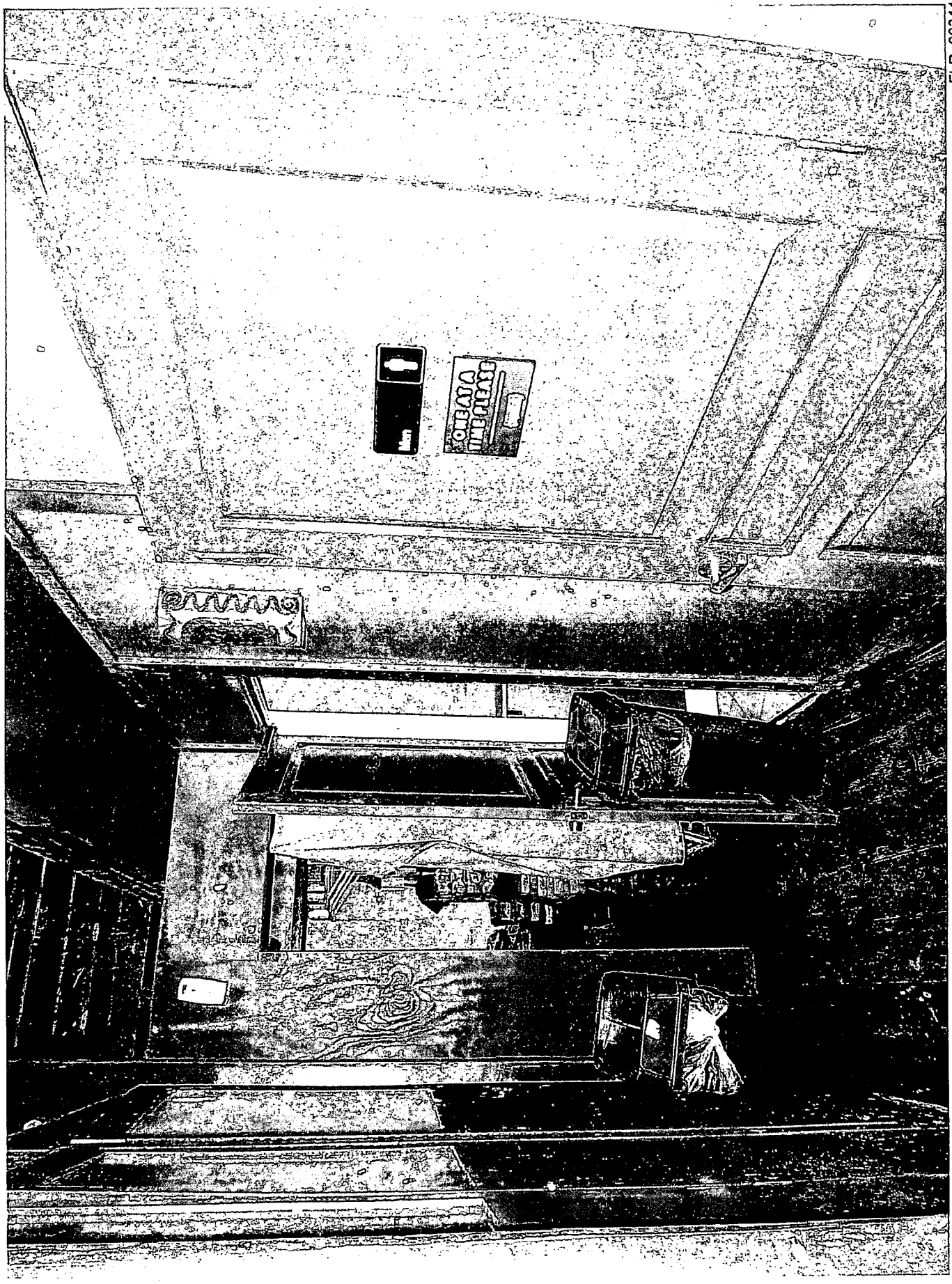
FLP_003444

RECORD 000677

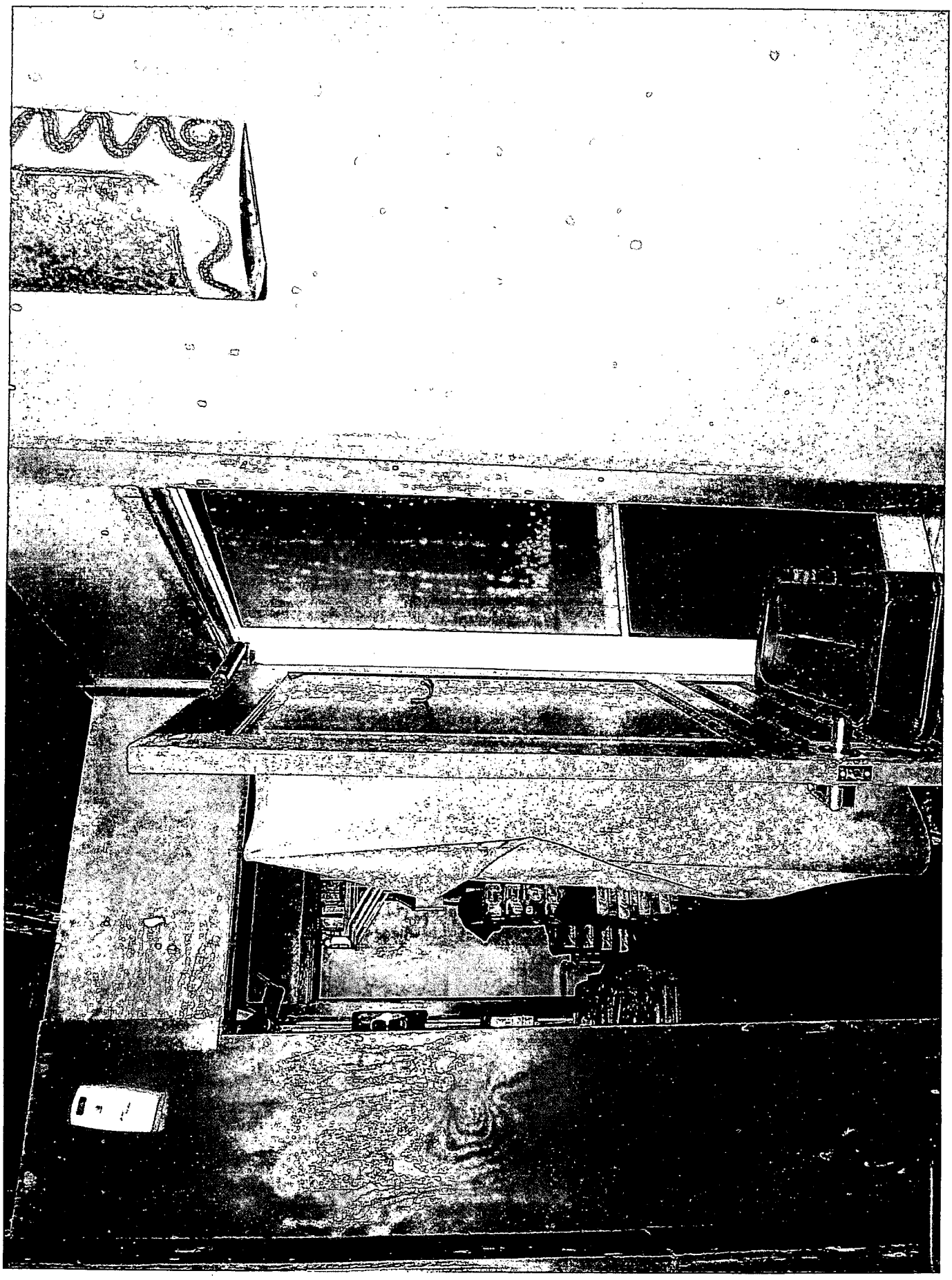


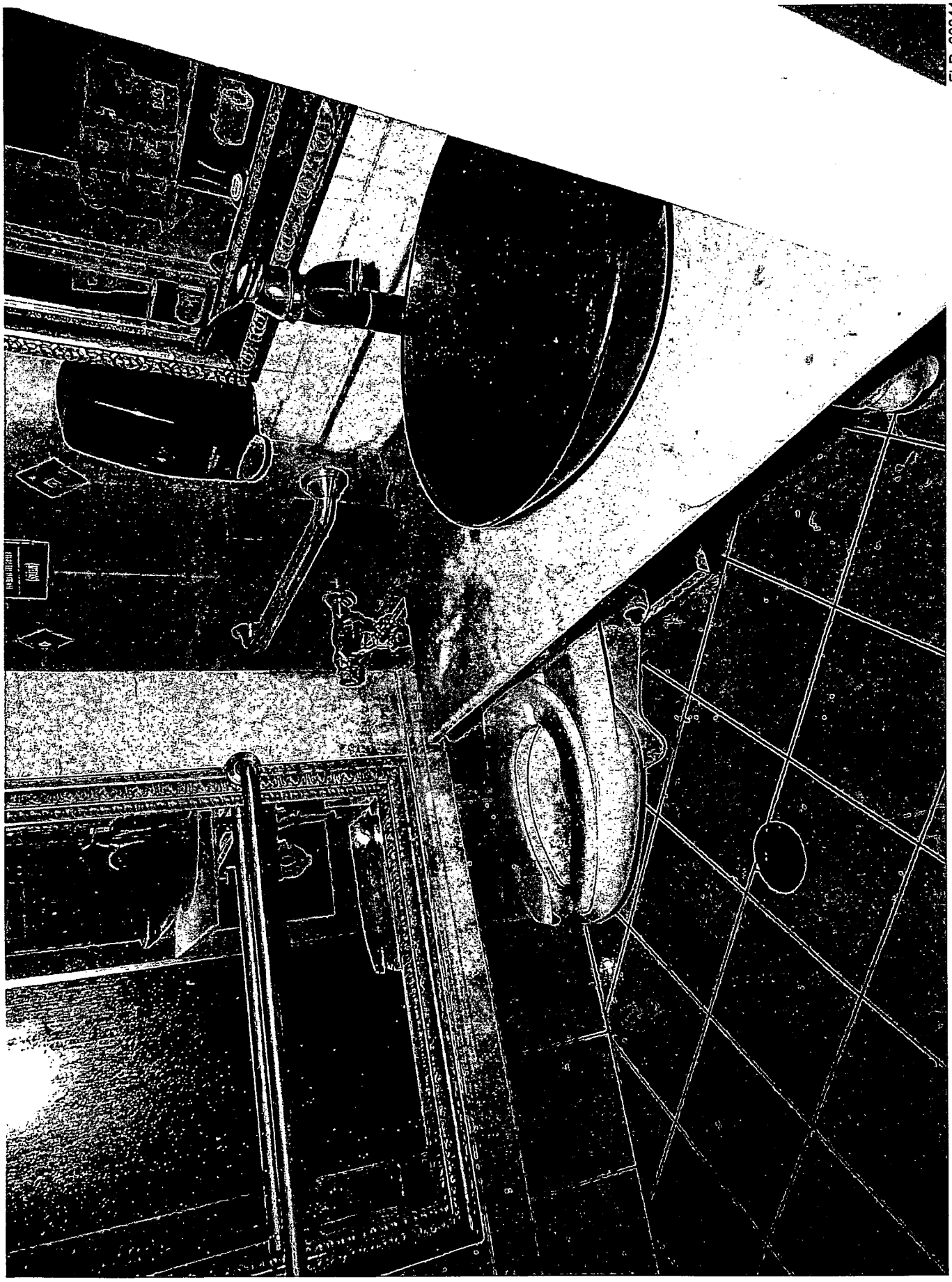
FLP_003445

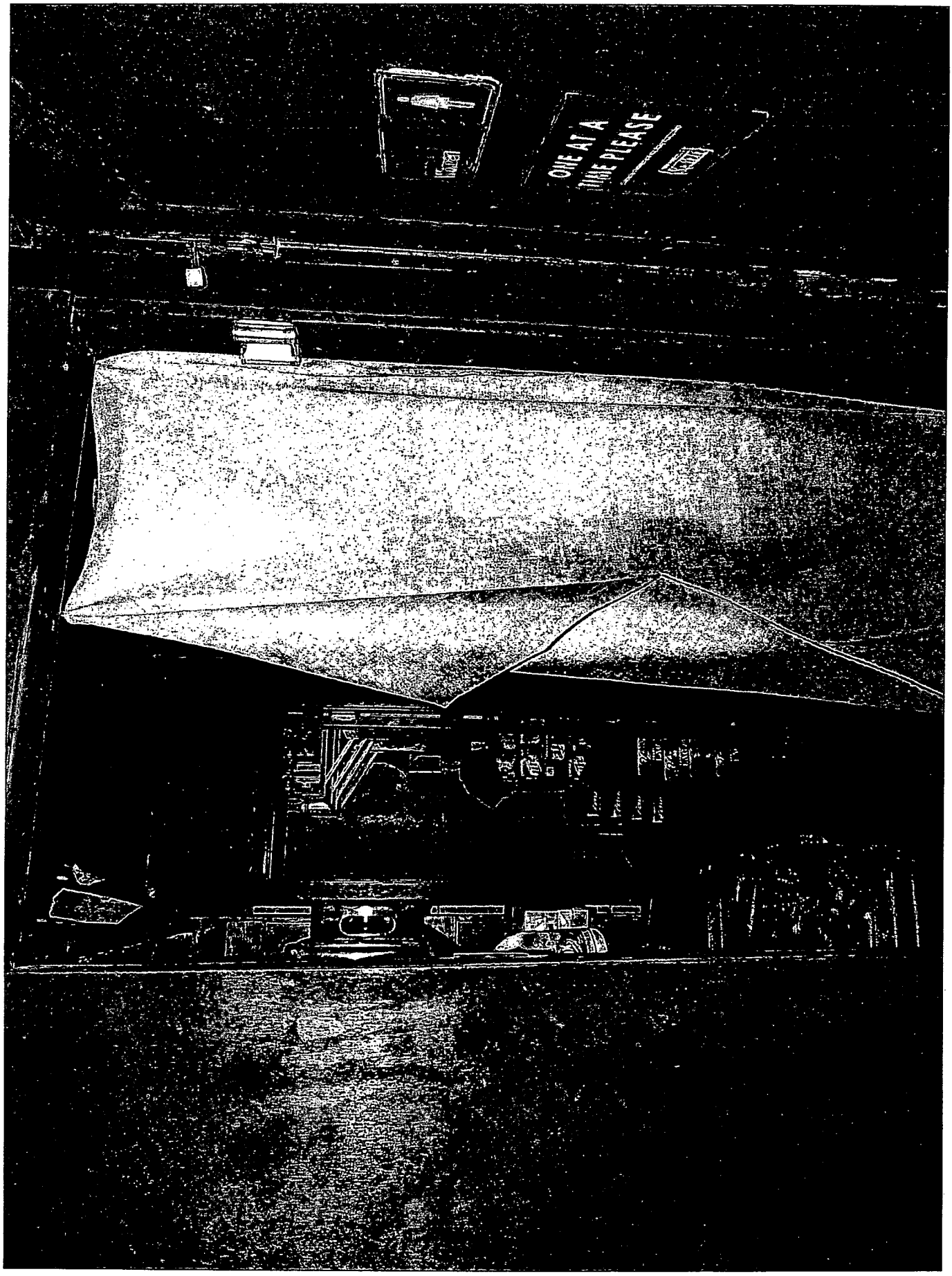
RECORD 000678



RECORD 000679

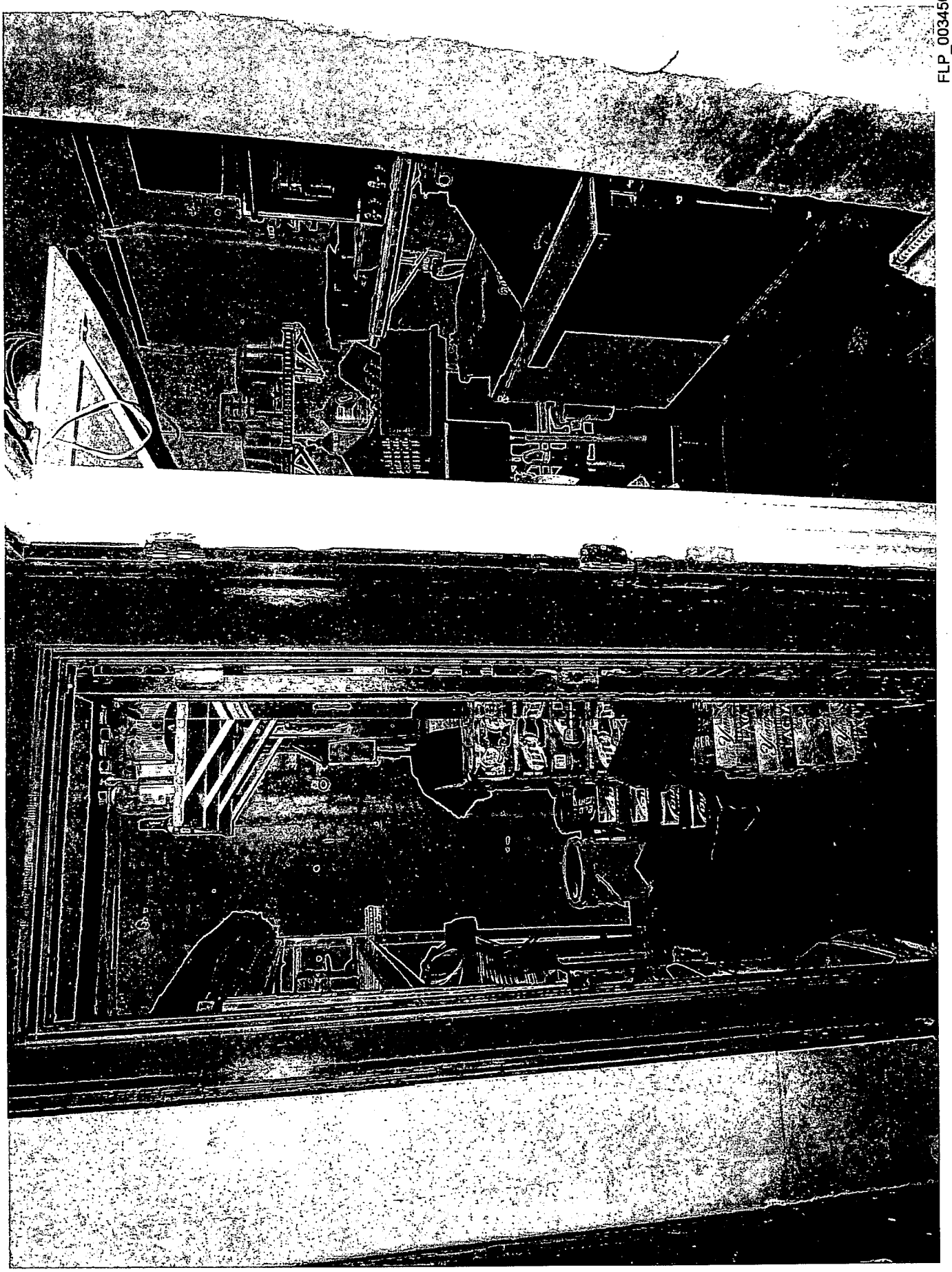






FLP_003449

FLP_003450



RECORD 000683

RECORD 000684

FLP_003451

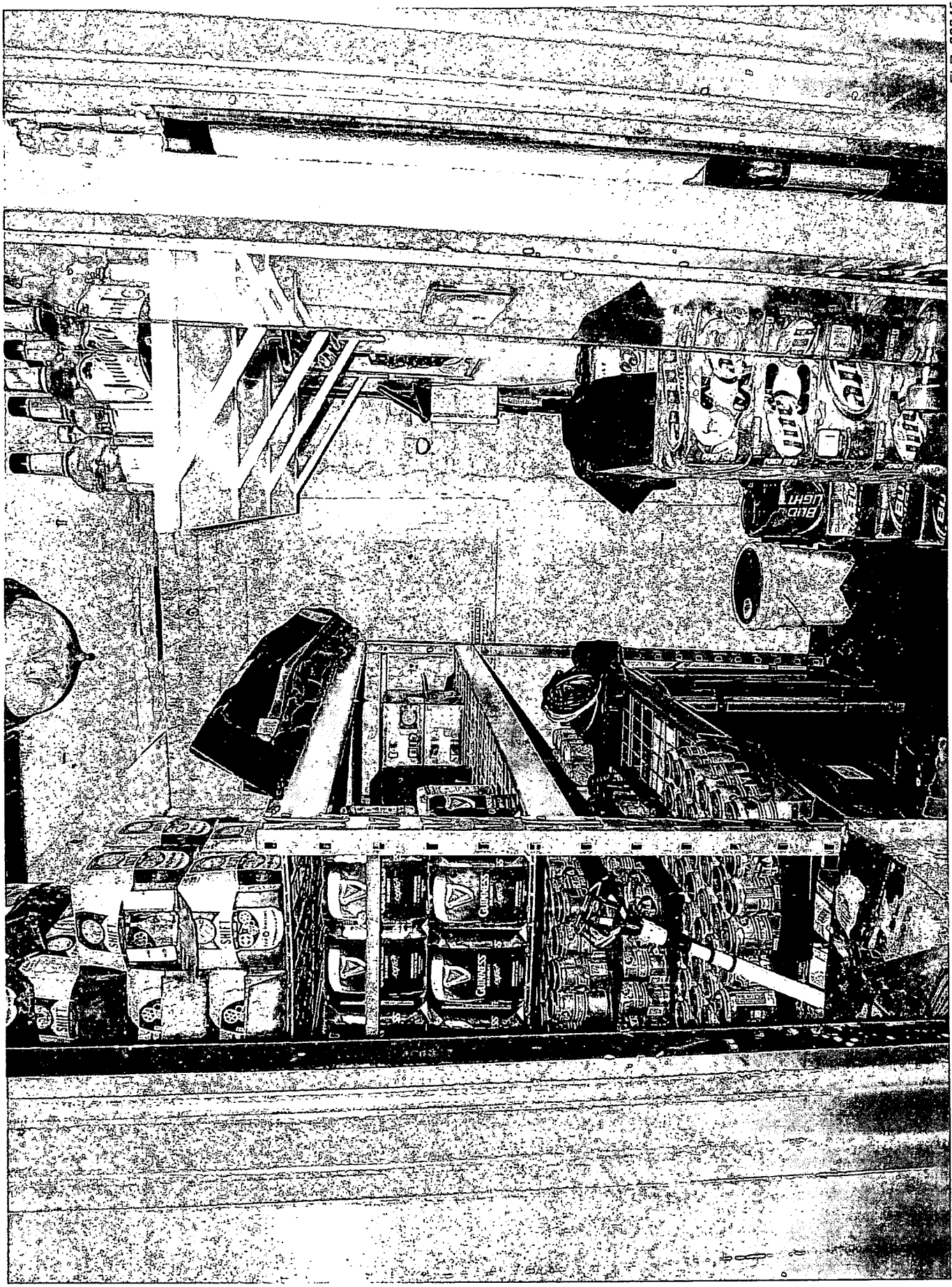
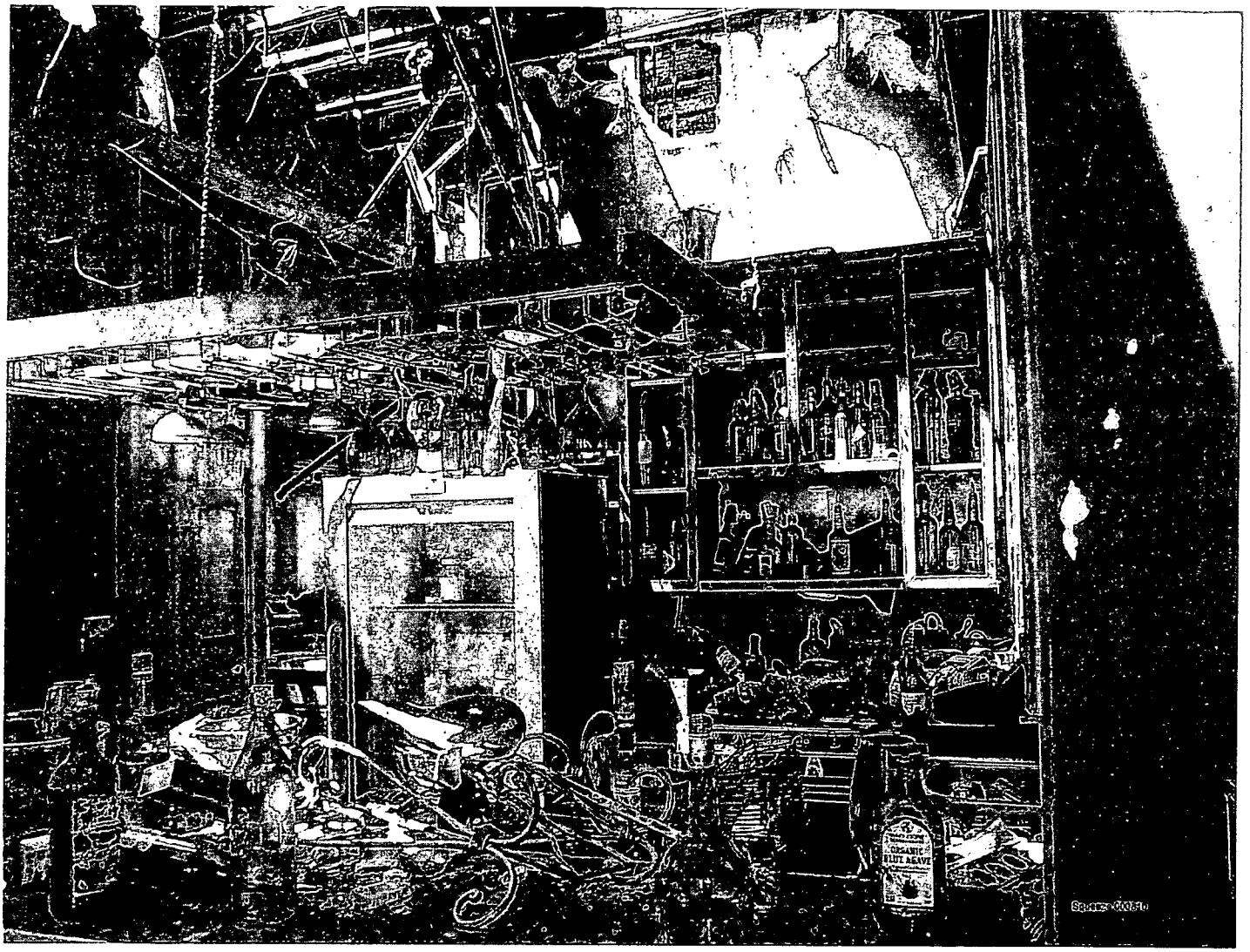

BLUE LIGHT
GUINNESS
SHIFT

EXHIBIT
92



RECORD 000688

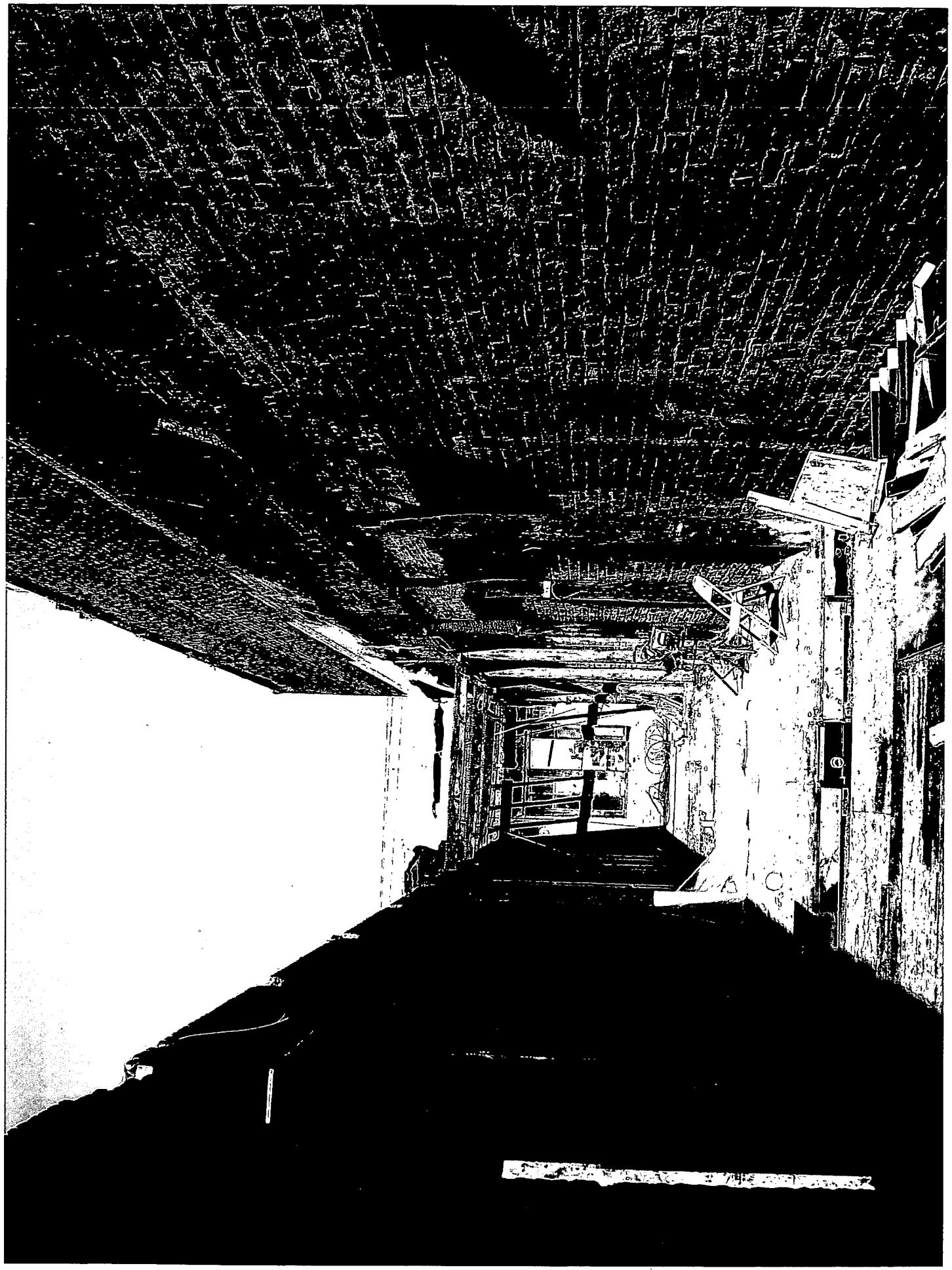
RECORD 000689

RECORD 000690

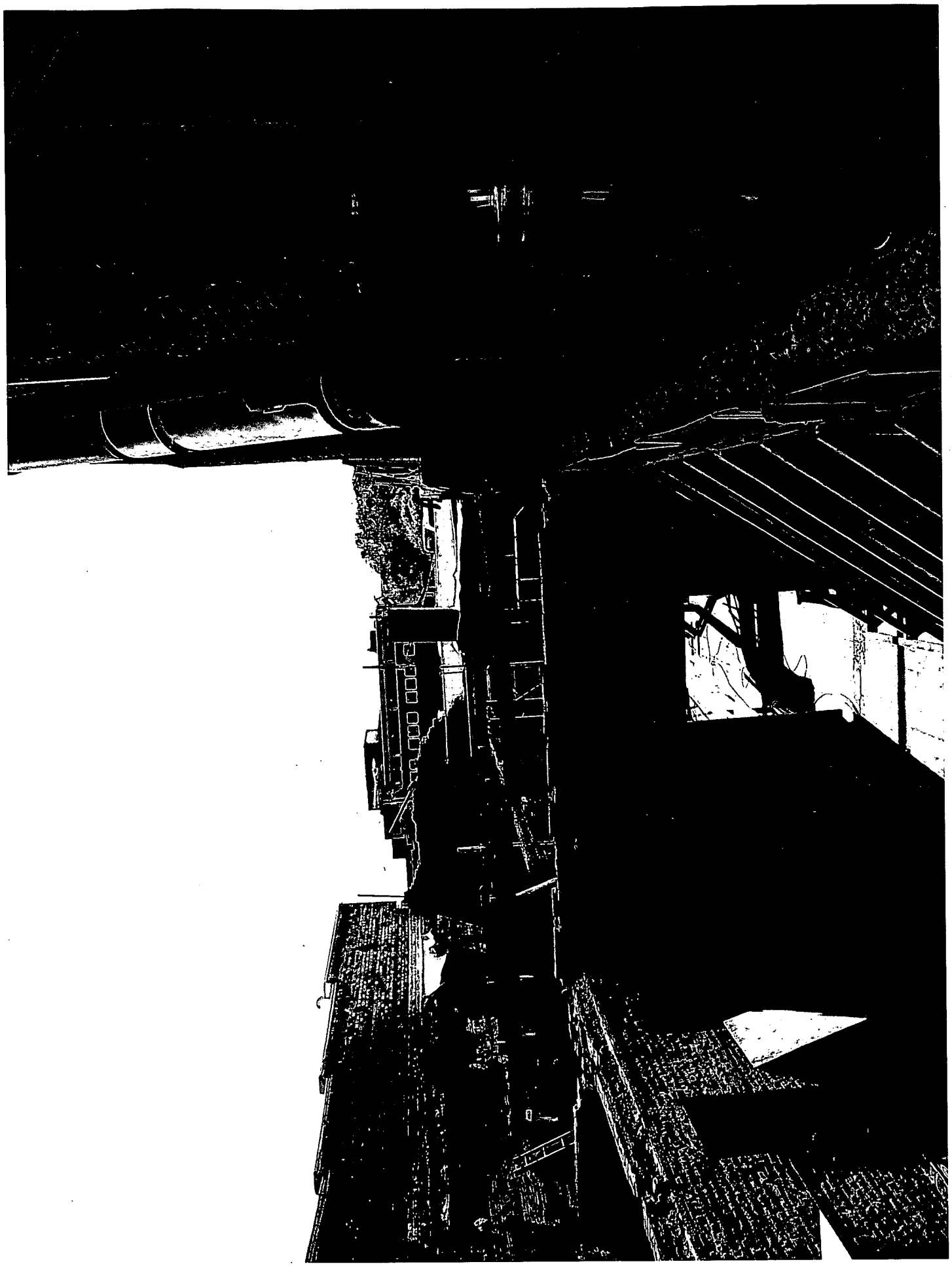
RECORD 000691

RECORD 000692

RECORD 000693



RECORD 000694

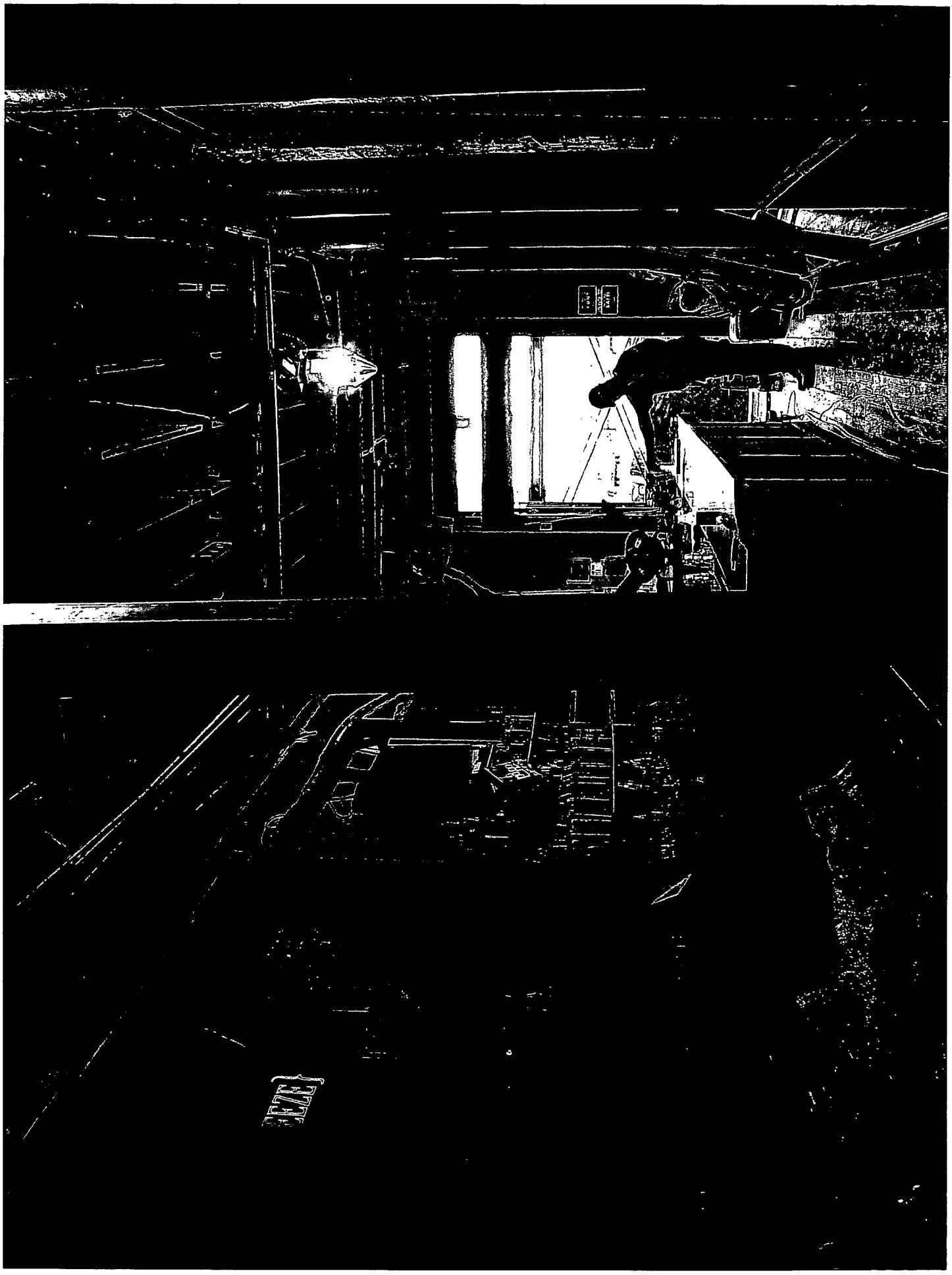


RECORD 000695

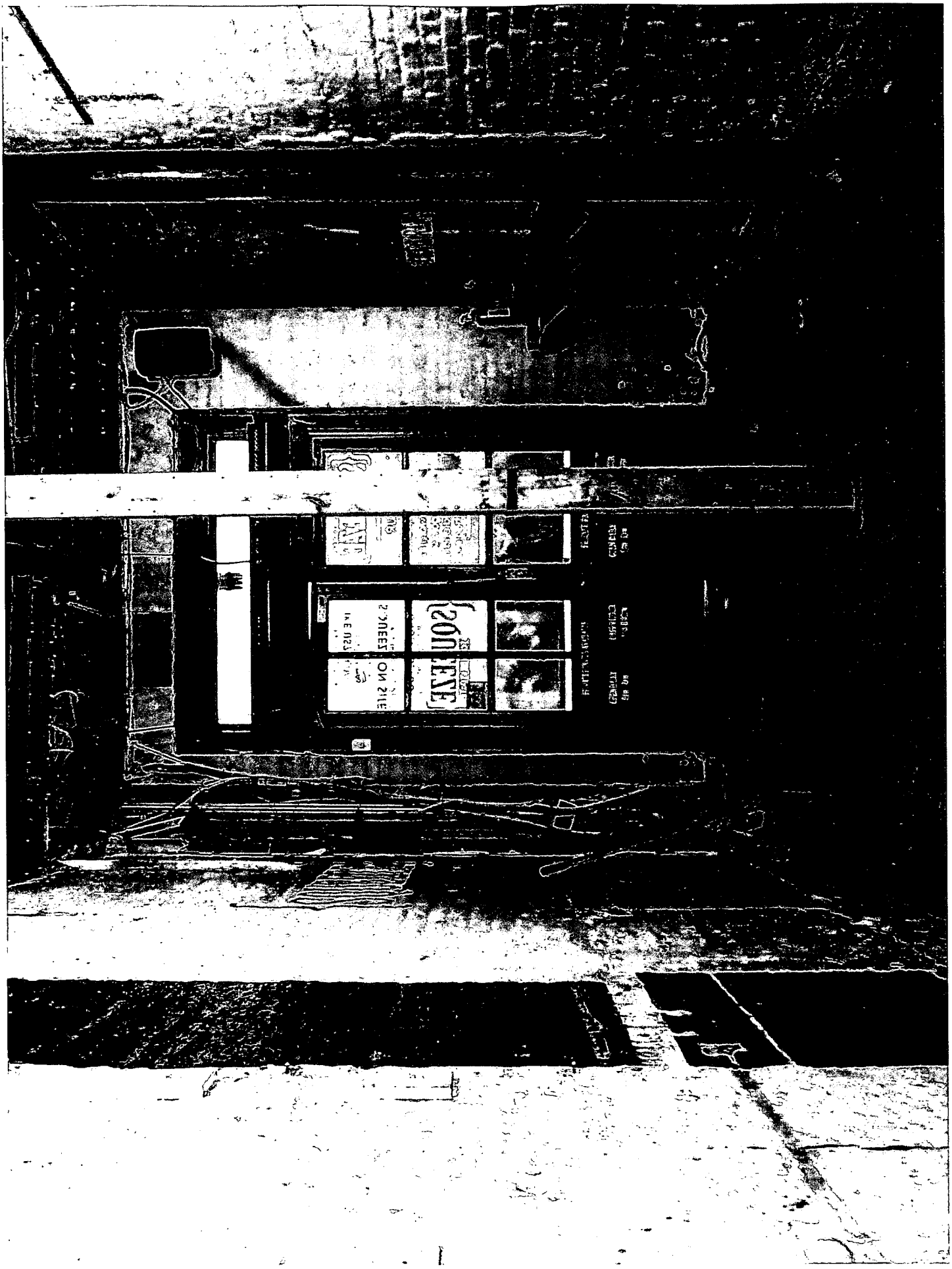
RECORD 000697

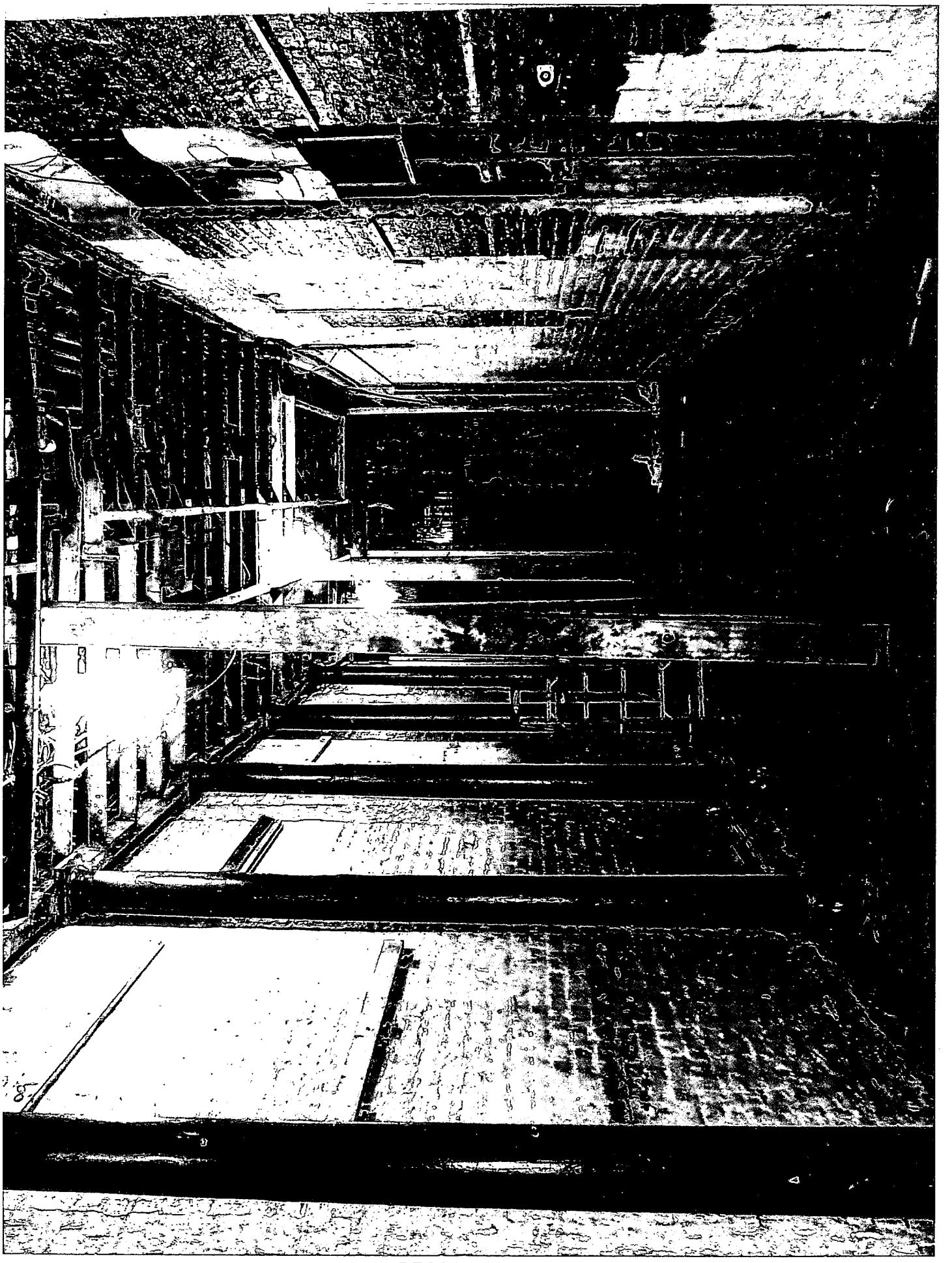
RECORD 000698

RECORD 000699

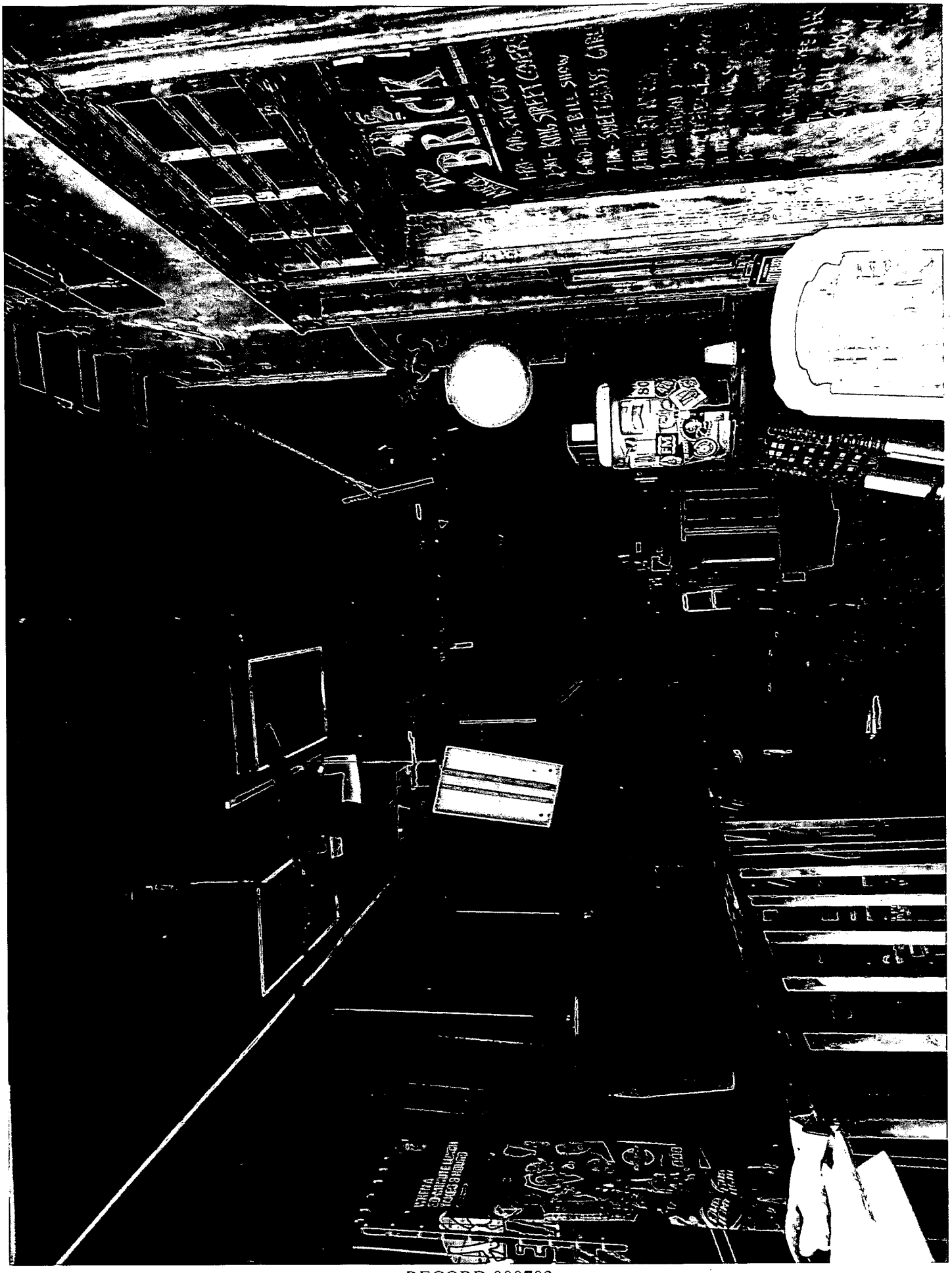


RECORD 000700

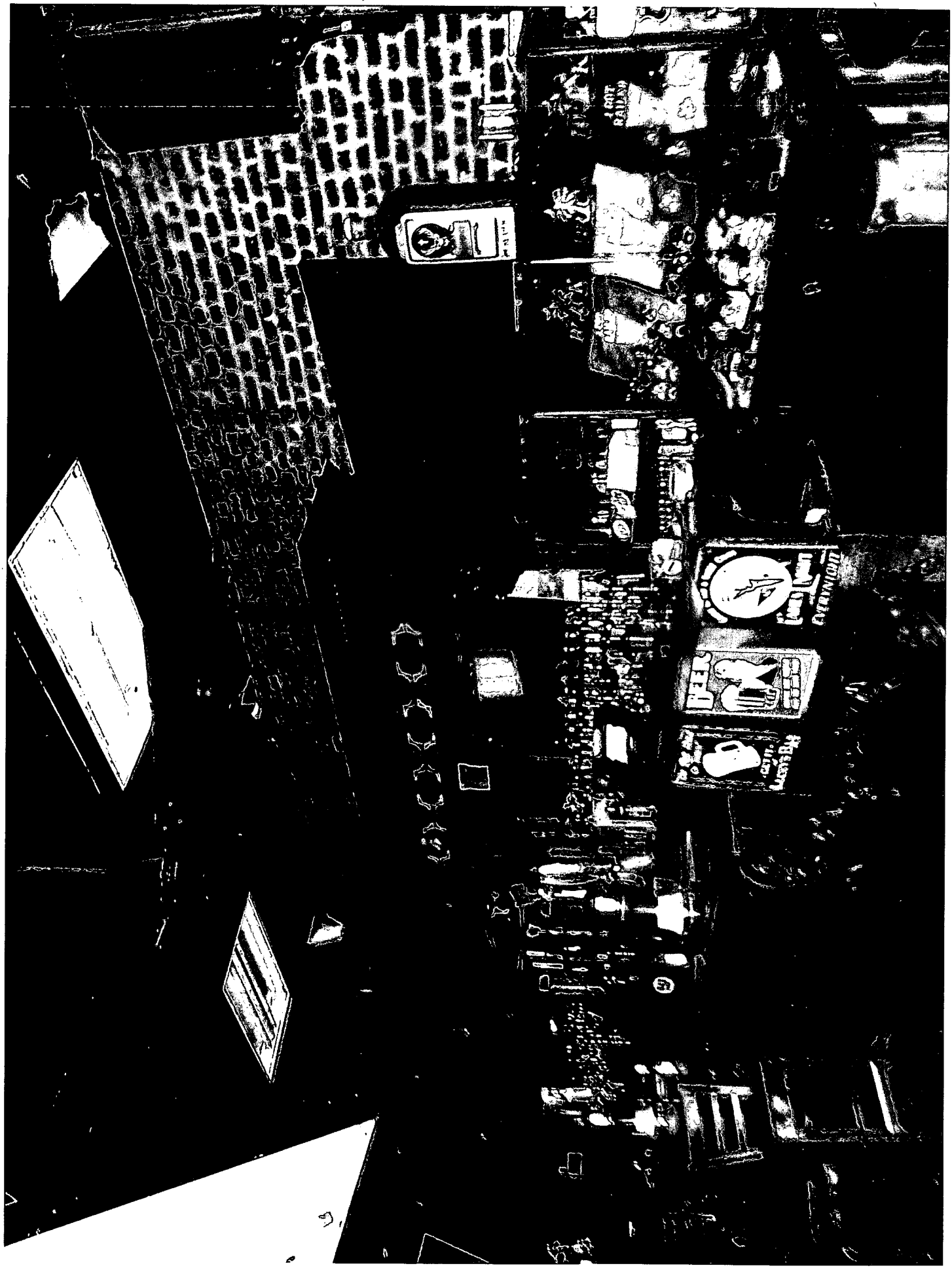




RECORD 000702



RECORD 000703

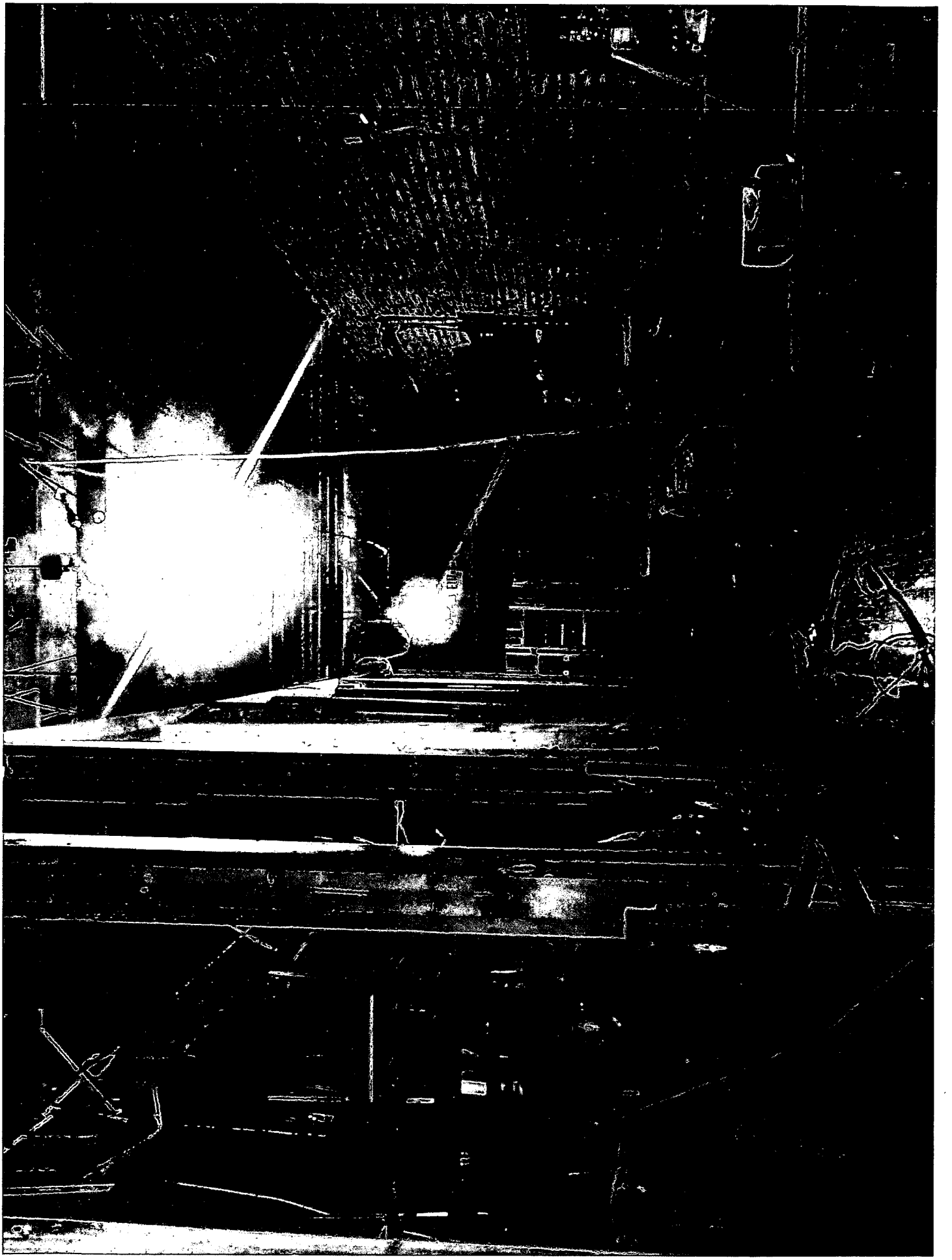


RECORD 000704

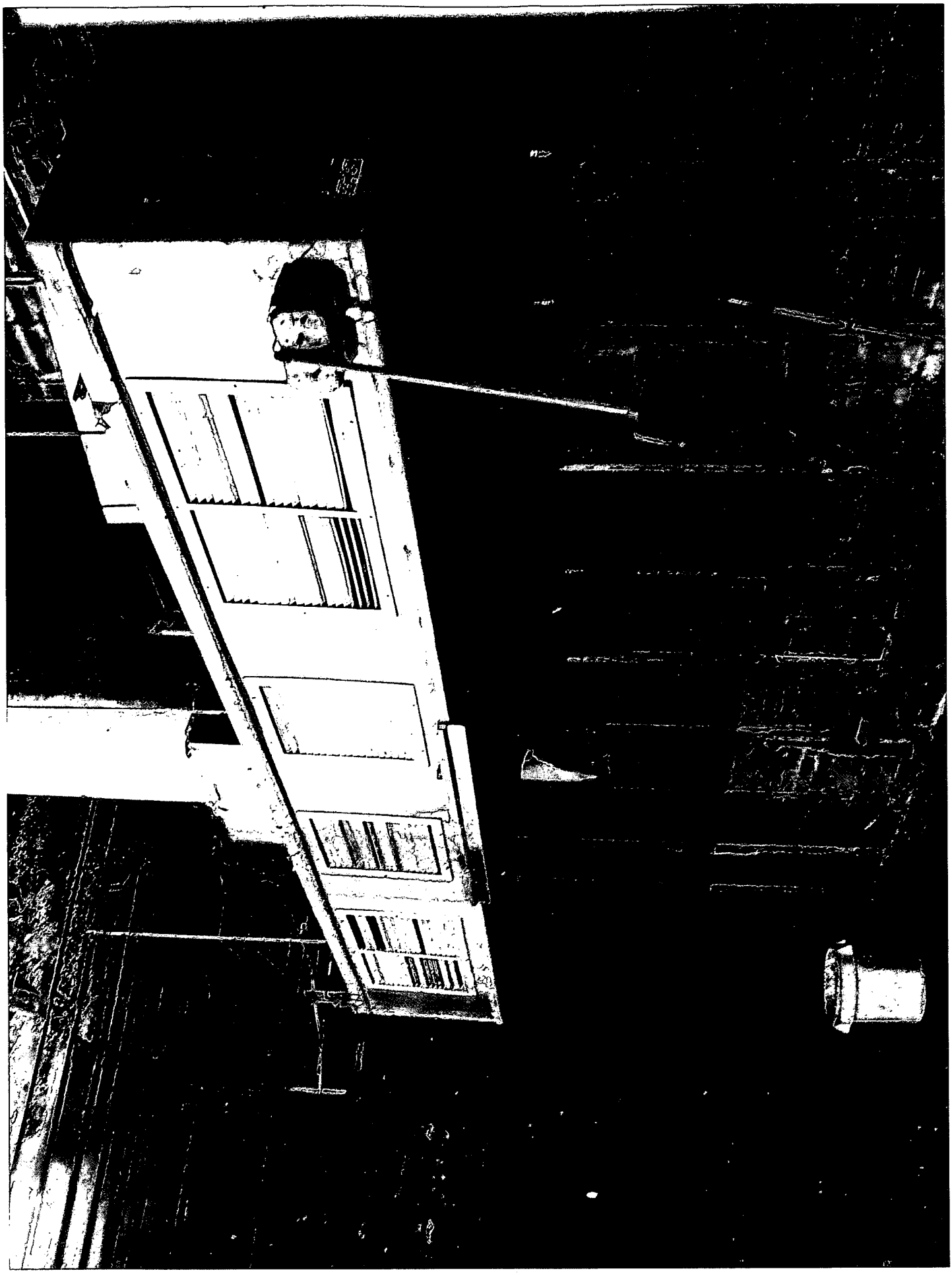
RECORD 000705

RECORD 000706

RECORD 000707

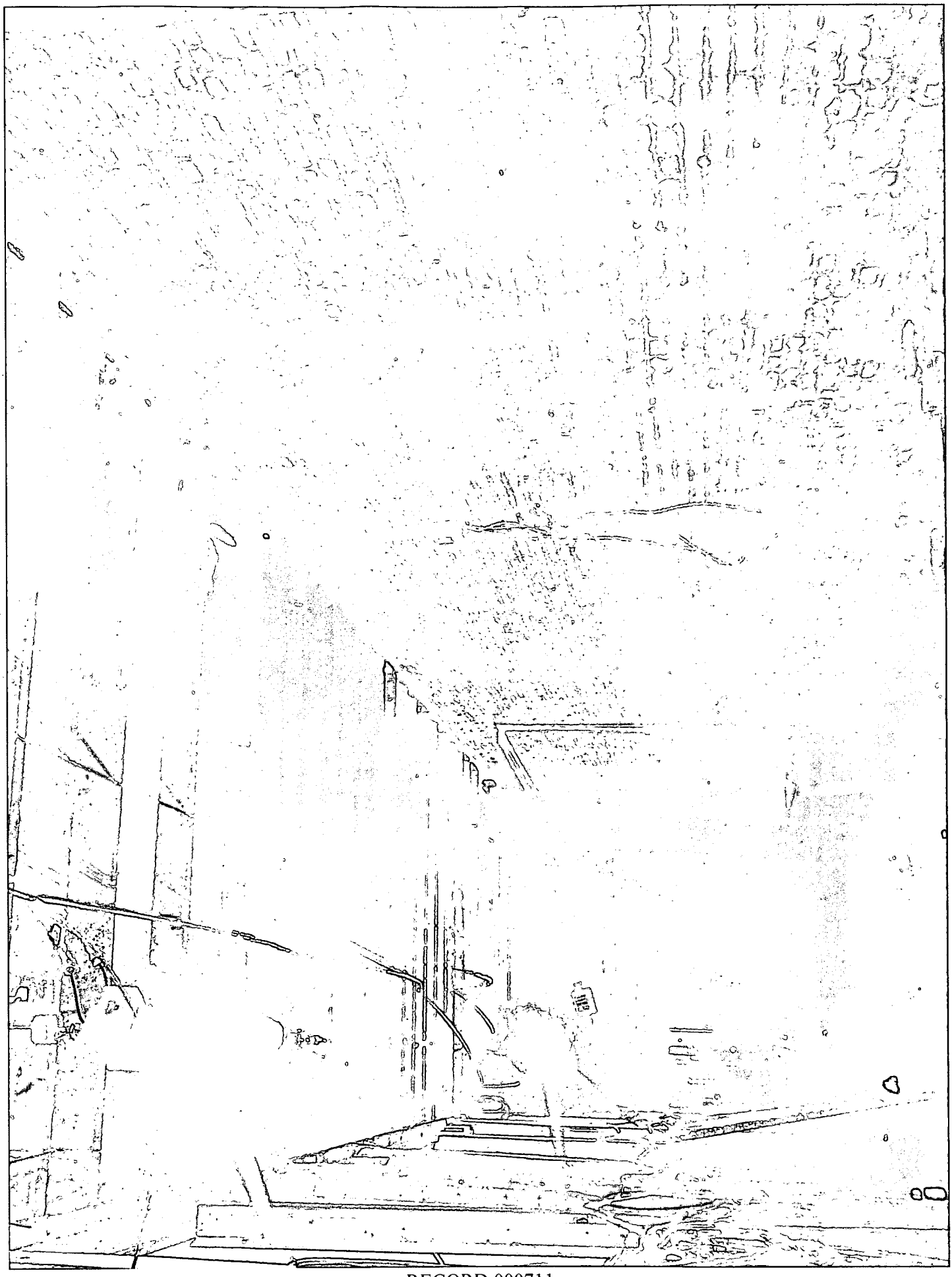


RECORD 000708

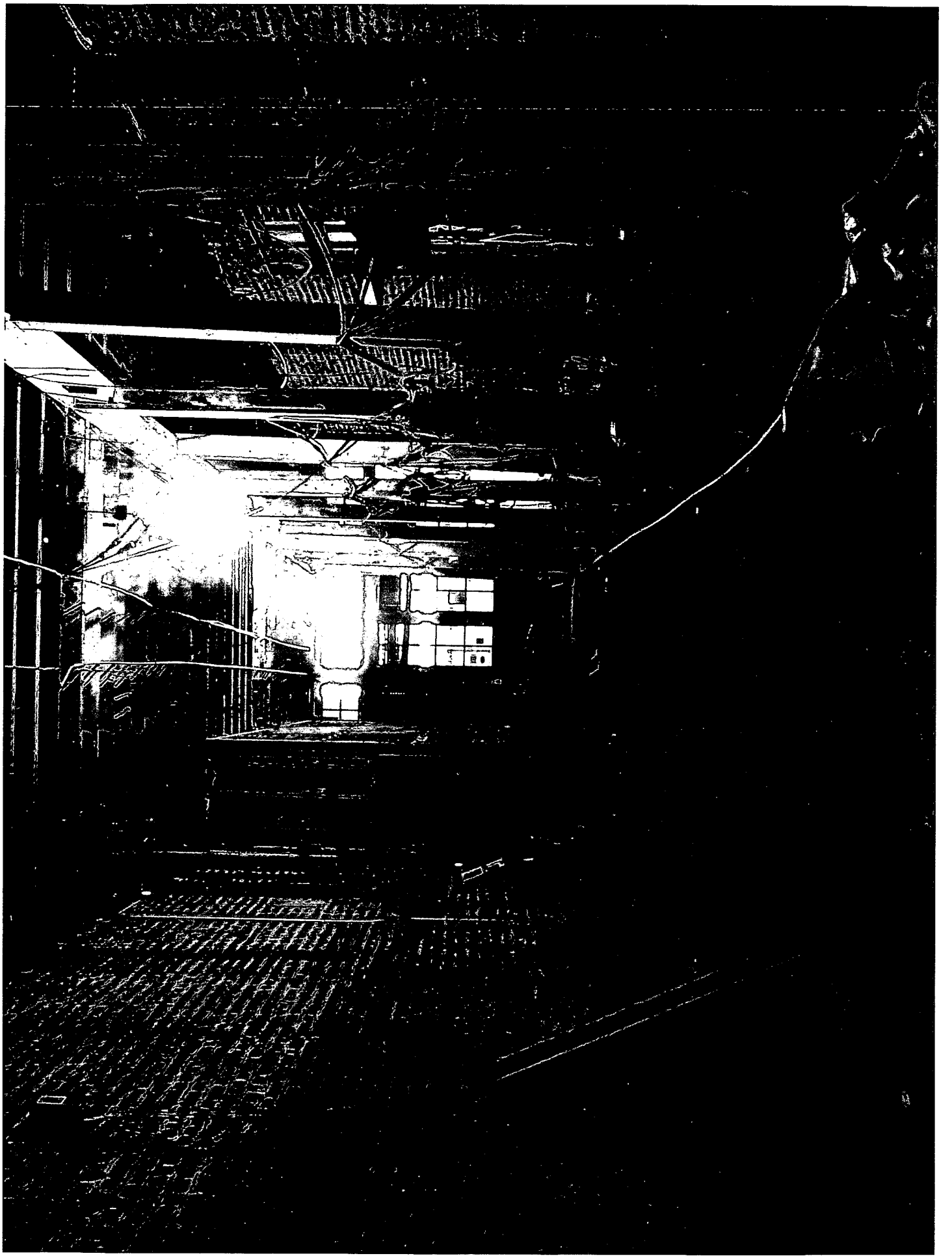


RECORD 000709

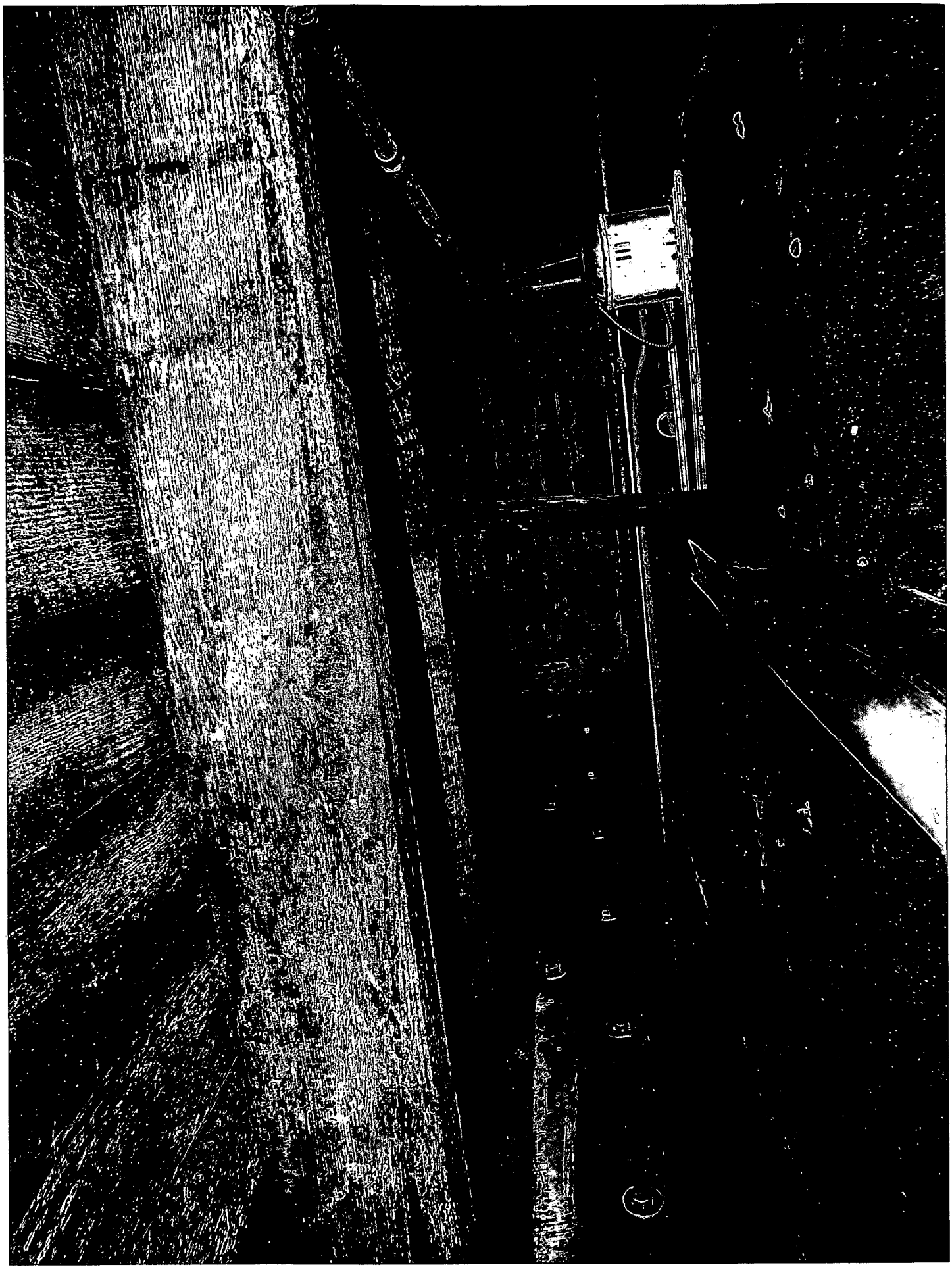
RECORD 000710



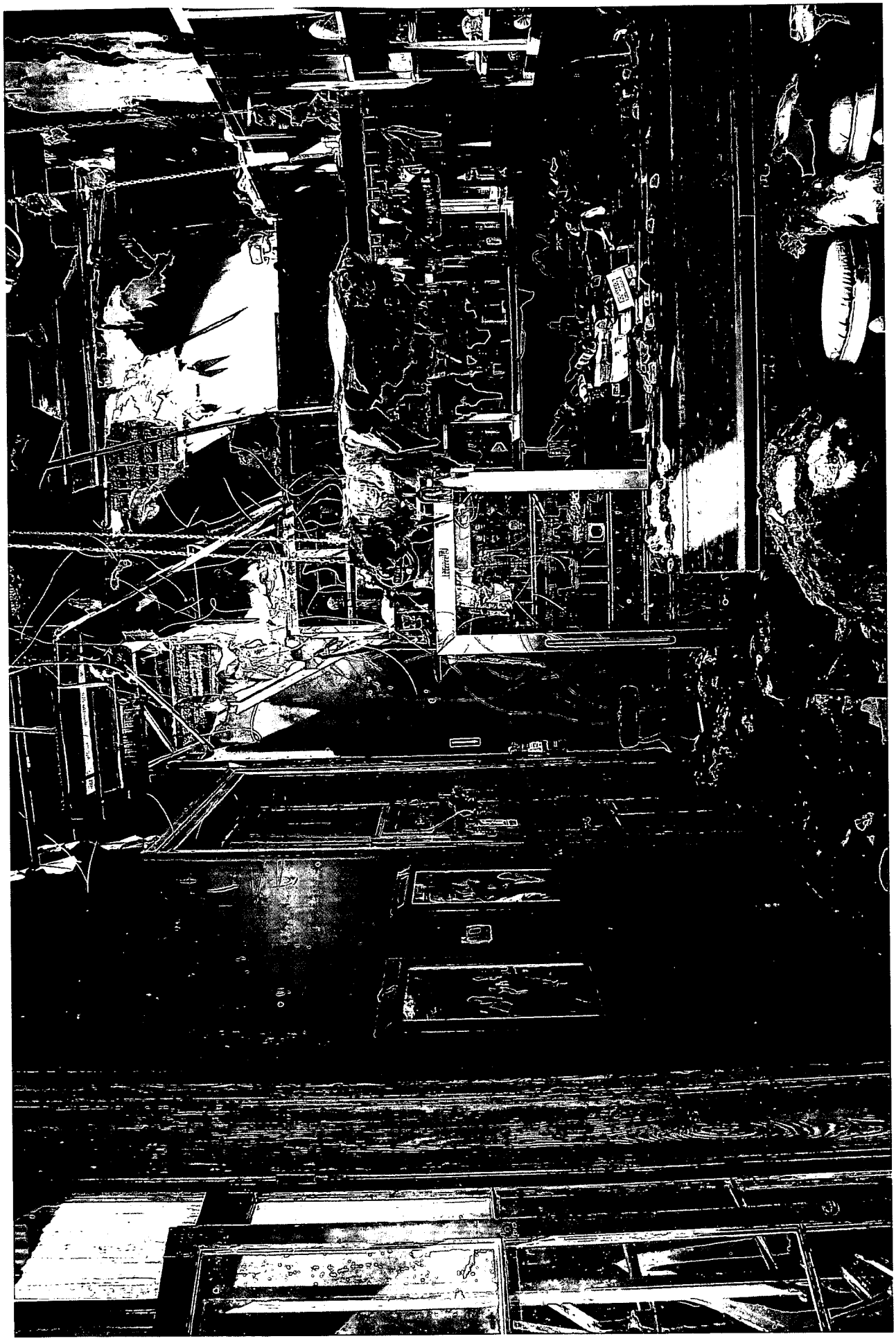
RECORD 000711



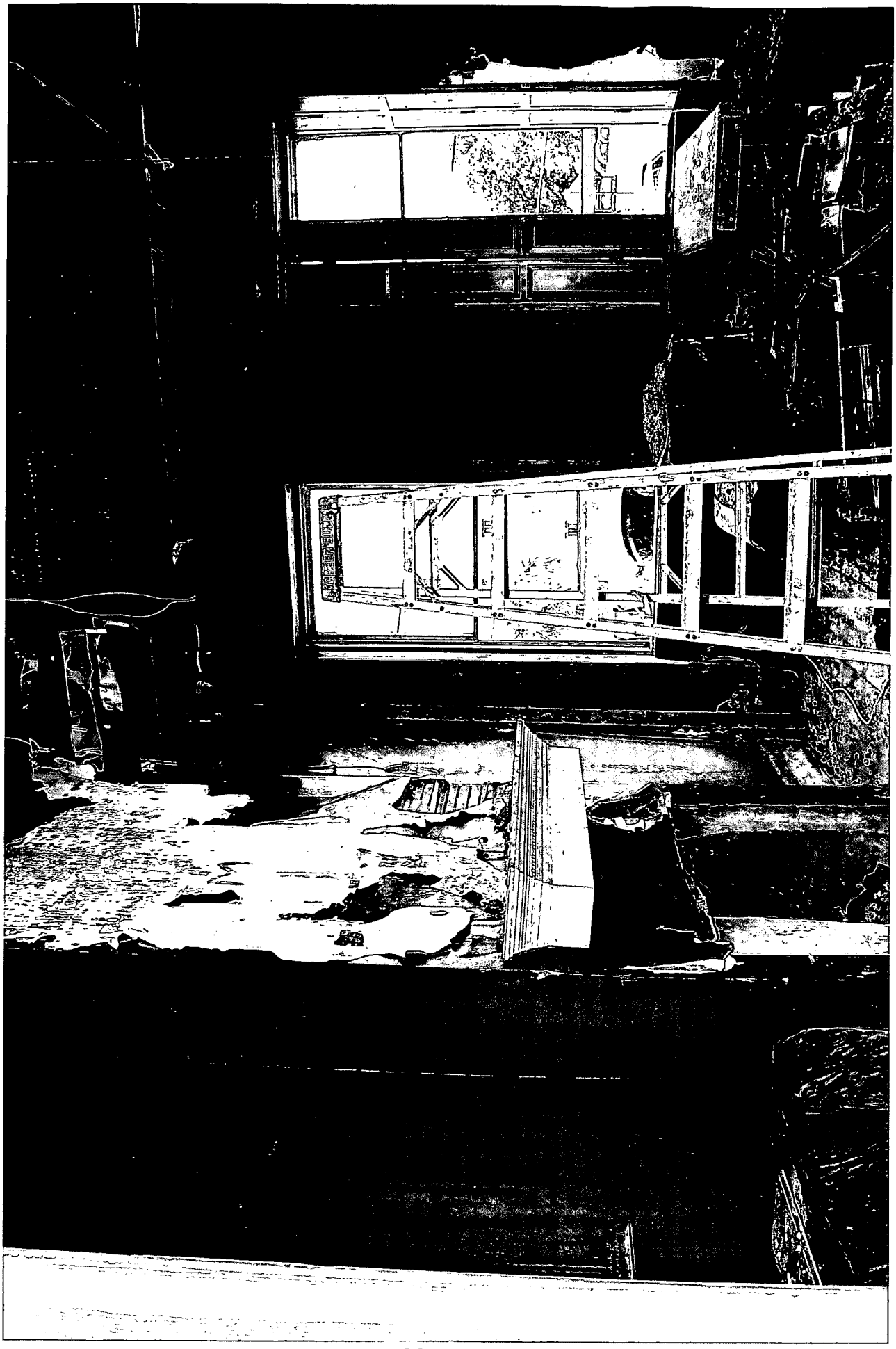
RECORD 000712



RECORD 000714



RECORD 000715



RECORD 000716

RECORD 000717

BP0664608

PGS: 3

CONTRACTOR'S NOTICE OF PROJECT COMMENCEMENT

Pursuant to Code of Laws of South Carolina Section: 29-5-23

Name and Address of Person, Corporation, etc. filing Notice of Commencement:
Trident Construction, LLC
PO Box 60939
North Charleston, SC 29419

Name and Address of Owner:
Yaschik Development Company, Inc.
56 Queen Street
Charleston, SC 29401

Contact Person: Tom Ervin

Date of Project Commencement: September 5, 2017

General Description of Improvement:
Renovation of existing building. The 2nd level of the building was damaged by fire in 2013. The building will be reconstructed with existing façade to remain and an addition of a roof terrace.

Location of Project:
Job # 17021
213 East Bay St., Charleston, SC 29401

dated this 5th **day of** September, **2017**

TRIDENT CONSTRUCTION, LLC

BY: Natalie A Strobel
Natalie A. Strobel - Project Adm.

Address
PO Box 60939
North Charleston, SC 29419

(843) 572-7600
Telephone

MELISSA SWARTZLANDER NOTARY PUBLIC MY COMMISSION EXPIRES 6/30/2025 SOUTH CAROLINA

SUBSCRIBED AND SWORN TO BEFORE ME THIS 5th day of September, 2017

Melissa Swartzlander
Notary Public for South Carolina

My Commission Expires: 6-30-2025

This notice must be filed within fifteen (15) days of the commencement of work in the office in which deeds are filed and in the county in which the project is located and must be accompanied by the appropriate filing fee.

EXHIBIT 9

LOCATION NOTICE
PURSUANT TO CODE OF LAWS OF SOUTH CAROLINA
SECTION 29-5-23

THE CONTRACTOR ON THIS PROJECT HAS FILED A NOTICE OF PROJECT COMMENCEMENT AT THE COUNTY COURTHOUSE. SUBCONTRACTORS AND SUPPLIERS TO SUBCONTRACTORS SHALL COMPLY WITH SECTION 29-5-20 WHEN FILING LIENS IN CONNECTION WITH THIS PROJECT.

TRIDENT CONSTRUCTION, LLC
NAME OF CONTRACTOR

P.O. BOX 60939
ADDRESS

NORTH CHARLESTON, SC 29419-0939

RECORD 000719

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

TRIDENT CONSTRUCTION CO.
2245 TECHNICAL PARKWAY
NATALIE STROBEL
N. CHARLESTON, SC 29406

RECORDED

Date: September 7, 2017
Time: 10:39:43 AM

Book	Page	DocType
0664	608	Nt/Proj/Comm

Charlie Lybrand, Register
Charleston County, SC

MAKER:
YASCHIK DEV CO INC

RECIPIENT:
TRIDENT CONST LLC

Original Book:

Original Page:

# of Sats:

Note:

# of Pages: 3
# of References:

Recording Fee	$ 15.00
Extra Reference Cost	$ -
Extra Pages	$ -
Postage	$ -
Chattel	$ -
TOTAL	$ 15.00

DRAWER: Drawer 1
CLERK: KLH

0664	608	09/07/2017	3
Book	Page	Recorded Date	# Pgs

		D	10:39:43
Original Book	Original Page	Doc Type	Recorded Time

CERTIFIED TRUE COPY
ELAINE H. BOZMAN
REGISTER OF DEEDS
CHARLESTON COUNTY, SC
DATE: January 16 2018
BY Brenda Lee Doggett

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
The Honorable Roger M. Young, Sr., Circuit Court Judge

RECEIVED
OCT 02 2019
SC Court of Appeals

Appellate Case No. 2018-000906

Sea Island Food Group, LLC, d/b/a Squeeze ..... Plaintiff,

v.

Yaschik Development Company, Inc., d/b/a Yaschik Enterprises, Hilton Smith, East Bay Company, Ltd., Michael J. Quillen Family Limited Partnership..... Defendants,

Michael J. Quillen Family Limited Partnership ..... Third-Party Plaintiff,

v.

Top of the Bay, LLC ..... Third-Party Defendant

Top of the Bay, LLC d/b/a Club Light..... Fourth-Party Plaintiff, Respondent,

v.

Yaschik Development Company, Inc., d/b/a Yaschik Enterprises.....Fourth-Party Defendant, Appellant.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

E. Brandon Gaskins (S.C. Bar No. 72374)
Moore & Van Allen PLLC
78 Wentworth Street
Charleston, SC 29401
(843) 579-7038
brandongaskins@mvalaw.com

Attorneys for Appellant

October 1, 2019

Charleston, South Carolina