

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Wade H. Logan, III, Special Judge

Appellate Case No. 2019-001322
Common Pleas Case No. 2016-CP-10-2380

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SC Court of Appeals

Chicora Life Center, LC, ... Appellant,

v.

Fetter Health Care Network Inc.;
NBSC Corporation, and John and Jane Does 1-100, ... Defendants,

Of which Fetter Health Care Network Inc. is the Respondent.

**RECORD ON APPEAL
VOLUME II**

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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
IN THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2016-CP-10-2380

Chicora Life Center, LC,)
Plaintiff,)

v.)

PLAINTIFF'S PRE-TRIAL BRIEF

Fetter Health Care Network, Inc.;)
NBSC Corporation; and John)
and Jane Does 1-100,)
Defendants.)

Plaintiff Chicora Life Center, L.C. ("Chicora") submits the following Pre-Trial Brief:

1. STATEMENT OF FACTS

A. The Lease

On or about August 4, 2014, Chicora (as "Landlord") executed a commercial lease (the "Lease") with Franklin C. Fetter Family Health Center, Inc., now known as Fetter Health Care Network, Inc. ("Fetter"). The Premises under the Lease originally consisted of 8,772 rentable square feet, *see* Lease, at Art. 1, with the Monthly Rental (inclusive of Direct Operating Expense) beginning at \$19.50 per rentable square foot. By a Third Addendum dated November 23, 2015, the Premises were expanded to 9,108 rentable square feet.

1. Exhibit B: Improvements to Premises/Tenant Improvements

Pursuant to the Lease, certain renovations and Tenant Improvements were to be accomplished. *See*, Lease, at Art. 2. The Lease as modified by the Third Addendum specified that Chicora would be responsible for up to \$56,626.00 of the cost of Tenant Improvements (the "Budget Cap"). *See* Third Addendum, at C. Fetter agreed to pay Chicora for all costs in excess

of the Budget Cap. *See* Lease, at Art. 2; Third Addendum, at C; *see also* Fetter 30(b)(6) Deposition Tr. 21:6-9, Ruth Jordan as designee ("Ruth Jordan Tr.").

2. Commencement Date

The Commencement Date under the Lease occurred once the Tenant Improvements were completed and a certificate of occupancy was delivered to the Tenant. *See* Lease, at Art. 4. The issuance of a certificate of occupancy confirmed completion of the Tenant Improvements to trigger the Commencement Date under the Lease. *See id.* at Art. 2, 4, 10, 50. At the Commencement Date, the Tenant could submit to Landlord a written "punch list" of any items that it believed needed correction; otherwise, Tenant would accept the Premises AS IS at the Commencement Date. *Id.* at Art. 10. Additionally, the 25 year Lease anticipated ongoing "Repairs" (Article 10), "Alterations" (Article 8) and "Services" (Article 7) provided by Landlord, some of which would be reimbursed by Tenant.

Under the original Lease, the Commencement Date was to occur no later than November 1, 2014, *id.* at Art. 50, which date ultimately delayed by addendum to February 15, 2016. *See* Third Addendum. The City of North Charleston issued a temporary certificate of occupancy for the Premises on December 21, 2015, and Chicora informed Fetter of the same on January 1, 2016. *See* Chicora Letter dated Jan. 1, 2016; *see also* Ruth Jordan Tr., at 43:5-18 (acknowledging that Fetter knew that a certificate of occupancy had been issued in December 2015). Thereafter, on January 21, 2016, the City of North Charleston issued a final Certificate of Occupancy. On or around February 5, 2016, Fetter compiled and submitted to Chicora a punch list of items it believed remained to be completed. *Id.*, Ruth Jordan Tr., at 38:19-25, 39:12-15. Chicora told Fetter it would not work on the punch list items unless Fetter made payment of amounts owed. *Id.*, Ruth Jordan Tr., at 40:14-23.

B. Fetter's Default

Despite receiving the Certificate of Occupancy for the Premises and notice of the Commencement Date and the accompanying obligation to pay the Monthly Rental under the Lease, Fetter has not paid any amounts to Chicora. Despite demand, Fetter has refused to pay any costs of Tenant Improvements in excess of the Budget Cap. See *Ruth Jordan Tr.*, at 21:3-13; Chicora Letter dated Jan. 1, 2016 (invoicing Fetter for costs in excess of the Budget Cap of \$254,998.00). At the time of her deposition, Fetter's 30(b)(6) representative did not know Fetter's current position as to why it has not occupied the Premises and has not commenced paying rent. *Id.*, *Ruth Jordan Tr.*, at 49:1-12.

2. LEGAL ISSUES

There is no genuine issue that Fetter has failed to pay the Monthly Rental or reimburse Chicora for costs in excess of the Budget Cap, and that these obligations are required of Fetter by the terms of the Lease, as amended.

a. Certificate of Occupancy Establishes the Lease Commencement Date

In *Pope v. State Bd. Of Equalization*, the California Court of Appeals was dealing with an issue of when a project was "completed" for purposes assessing taxes on the structure. *Pope*, 194 Cal.Rptr. 883 (Cal.App. 2 Dist., 1983). There, Plaintiff argued that the subject property should not be considered completed until "all major tenant improvements are installed." *Id.* at 888. Plaintiff based his argument on a California rule which reads in part:

The date of completion is the date the property or portion thereof is available for use. In determining whether the real property or portion thereof is available for use, consideration shall be given to the date of the final inspection by the appropriate governmental official....

California State Board of Equalization, Rule 463(e). The court, interpreting the rule, stated that:

[A] final certificate of occupancy issues when a building has been completed in conformity with the applicable regulations set forth in the Los Angeles Municipal Code. This certificate, which authorizes the structures use, is issued without regard to tenant improvements. In our view, this is precisely the type of certificate contemplated by the Board in rule 463.

Pope at 888. The court further opined that “[i]t is, therefore, reasonable to characterize a building as ‘available for use’ at the point its final certificate of occupancy issues, regardless of whether the tenant improvements are substantially complete.” *Id.*

Similar to the rule discussed in *Pope*, here, the Charleston County Zoning and Land Development Regulations (the “County Regulations”) §3.9.1 states:

No structure ... or part thereof for which a Zoning Permit has been issued shall be used or occupied until the Building Inspection Services Director has, after final inspection, issued a Certificate of Occupancy indicating that the use or structure complies with all applicable requirements of the Zoning Permit and this Ordinance.

The County Regulations also state that a certificate of occupancy (“CO”) issued under the County Regulations “may be combined with or made a part of the Certificate of Occupancy required under the Building code.” The Charleston County Code of Ordinances (the “County Ordinances”) § 4-25, 110.1 similarly states that “[n]o building or structure shall be used or occupied ... until the Building Official has issued a certificate of occupancy....”

Under the County Ordinances, a building official may issue a CO or a Temporary Certificate of Occupancy (“TCO”). A CO shall be issued if, after inspecting the building or structure, the building official “finds no violations of the provisions of this code or other laws that are enforced by the department of Building Services....” County Ordinances §4-25, 110.3. A TCO may be issued “before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely.”

Here, the North Charleston building official issued TCOs on December 21, 2015 and a final CO on January 21, 2016. The TCO clearly stated that it was ok to set up office furniture. Similar to *Pope*, there was ongoing construction in the rest of the building but a portion, Fetter's leased space, was issued a TCO demonstrating that it was ready to be used and occupied indicating completion "without regard to tenant improvements" and, therefore, indicating the commencement of the Lease.

The primary concern of the court interpreting a contract is to give effect to the intent of the parties. *Lee v. Univ. of S.C.*, 407 S.C. 512, 757 S.E. 2d 394, 397 (2014). The best evidence of the parties' intent is the contract's plain language. *Id.* The question of whether a contract is ambiguous is a question of law. *Id.* A contract is ambiguous when it is capable of more than one meaning or when its meaning is unclear. *Ellie, Inc. v. Miccichi*, 358 S.C. 78, 594 S.E.2d 485, 493 (Ct. App. 2004). If a contract's language is unambiguous, the plain language will determine the contract's force and effect. *Lee*, 757 S.E.2d at 397.

A contract must be read as a whole document so that one party may not create ambiguity by pointing out a single sentence or clause. *S. Atl. Fin. Servs., Inc. v. Middleton*, 356 S.C. 444, 590 S.E.2d 27, 29 (2003). "Interpretation of a contract is governed by the objective manifestation of the parties' assent at the time the contract was made, rather than the subjective, after-the-fact meaning one party assigns to it." *Laser Supply & Servs., Inc. v. Orchard Park Assoc.*, 382 S.C. 326, 676 S.E.2d 139, 143-44 (Ct. App. 2009); *N. Am. Rescue Products, Inc. v. Richardson*, 411 S.C. 371, 768 S.E. 2d 237, 240-41 (2015).

The Lease unambiguously requires Fetter to commence payment of the Monthly Rental once the Tenant Improvements are completed and a certificate of occupancy is delivered to the Tenant. The temporary certificate of occupancy was obtained in December 2016, and no later than

January 1, 2016 Chicora had informed Fetter of the same and of the amounts due for both the Monthly Rental and the costs of Tenant Improvements in excess of the Budget Cap. Once the certificate of occupancy was obtained, the term commenced and the Monthly Rental became an ongoing monthly obligation in the amount of \$14,801.00 per month from January 1, 2016 to the present.

Fetter takes the position that it did not have an obligation to pay the Monthly Rental until after the punch list items were completed, but that is contrary to the plain, unambiguous language of the Lease. The Lease treats delivery of the certificate of occupancy as the event triggering the term commencement. Punch list items were to be addressed thereafter under the Lease, particularly Article 10 thereof. Further, the Lease does not require the Landlord to continue expending funds when the Tenant has failed to pay amounts currently due.

b. Chicora Substantially Completed the Tenant Improvements

If the court is not persuaded that the Lease commenced when the TCO was issued, the Lease still commenced when the TCO was issued because CLC had substantially completed the TIs. In the construction context, a contractor substantially performs or completes a contract "when all of the essentials necessary to the full accomplishment of the purpose for which the building has been constructed are performed or the building is fit for its intended purpose...." 13 Am.Jur.2d, Buildings and Construction Contracts, § 48.

The foundation of the doctrine of substantial performance is grounded in principles of equity. As the Supreme Court of South Carolina noted:

[t]he doctrine of substantial performance was conceived for the case where a plaintiff's partial performance has already given to a defendant substantially all that he bargained for and is of such a nature that it cannot be returned.

Diamond Swimming Pool Co. v. Broome, 252 S.C. 379; 166 S.E.2d 308 (S.C., 1969). The court in *Brown-Marx Associates, Ltd. v. Emigrant Sav. Bank*, also stated that:

[t]he intent of the doctrine is equitable: to prevent unjust enrichment or the inequity of one party's getting the benefit of performance, albeit not strictly in accord with the contract's terms, with no obligation to return...The courts will allow recovery under the contract, less allowance for deviations, where a party in good faith substantially performed its obligation.

Brown-Marx, 703 F.2d 1361 (11th Cir., 1983). Built into the doctrine of substantial performance is the principle that the remaining work to be completed on the contract can be done without difficulty. The court in *Ashford Partners, Ltd. v. ECO Res., Inc.* stated that:

Substantial [performance], however, implies that the parties have been given the object of their contract and that any omissions or deviations can be remedied.

Ashford Partners, 401 S.W.3d 55 (Tex., 2012). Similarly, the court in *Kizziar v. Dollar* stated:

There is substantial performance when the builder has in good faith intended to perform his part of the contract and has done so in the sense that the building is substantially what is provided for, and there are no omissions or deviations from the general plan which cannot be remedied without difficulty.

Kizziar, 286 F.2d 914 (10th Cir., 1959).

While the doctrine of substantial performance is easy to articulate, its application requires a fact-intensive review. For example, *Ashford* involved a contractor that had entered into a build-to-suit lease with the Defendant. The contractor then sold the building to Plaintiff and transferred Defendant's lease as part of the sale. Defendant had already taken occupancy of the building but had also produced an eight-page punch list of items needing repair. Despite the extensive punch list, the court found that Plaintiff had substantially completed the building.

Similarly, the court in *Diamond Swimming Pool* upheld the lower court's ruling that the contractor had substantially performed under the contract. There, the dispute was whether the size of a pool complied with the terms of the contract. The lower court heard conflicting

evidence regarding whether coping should be included in determining the size a pool. The contract called for a pool that was 924 sf. The pool, if including the coping, was 946 sf but only 788 sf if the coping was excluded. The court does not state whether the lower court ruled that the coping is include in the measurement or not but simply stated that, "[w]e cannot say that [the lower court's] finding of substantial performance was without evidentiary support."

Again, the court in *Kizziar* concluded that the contractor had substantially performed in spite of numerous deviations from the contract. There, the building was being constructed for use as a medical clinic and called for, among other things, central heating and air conditioning. While the contractor installed a central heating/cooling unit, the unit was inadequate to properly cool the building. Nevertheless, the court found that the contractor had substantially performed under the contract.

The court in *Belfor USA Group, Inc. v. Banks* denied plaintiff's motion for summary judgement based on their claim of substantial performance because it found genuine issues of material fact as to whether either party had breached their duties under the contract. There, Plaintiff relied on South Carolina Code §15-3-640 to assert that the issuance of a certificate of occupancy is per se evidence of substantial performance. However, the court stated that the relied upon code:

does not, however, set forth that a contractor is deemed to have substantially complied with the terms of the contract. The statute outlines only that a certificate of occupancy shall constitute proof of substantial completion to trigger the statute of repose.

Belfor, No. 2:15-cv-01818-DCN (D.S.C., 2016).

In *Belfor* the court appeared to be splitting hairs on the application of the statute. While §15-3-640 was enacted for the purpose of establishing the statute of repose (statute of

limitations), the drafters clearly thought the issuance of a CO was significant. §15-3-640 reads in part:

For any improvement to real property, a certificate of occupancy issued by a county or municipality, ... completion of a final inspection by the responsible building official in the case of improvements to existing improvements, shall constitute proof of substantial completion of the improvement under the provisions of Section 15-3-630, unless the contractor and owner, by written agreement, establish a different date of substantial completion.

The referenced §15-3-630 reads in part:

(b) "substantial completion" shall mean that degree of completion of a project, improvement, or a specified area or portion thereof (in accordance with the contract documents, as modified by any change orders agreed to by the parties) upon attainment of which the owner can use the same for the purpose for which it was intended; the date of substantial completion may be established by written agreement between the contractor and owner.

The principal that the CO implies that the contractor substantially completed a project should not be dismissed simply because it is codified as a statute of limitations.

However, even if CLC cannot rely on the South Carolina Code to establish a per se argument that it substantially completed the TIs, the fact that the TCO specifically noted that it was "Ok to set up office furniture" in the premises, the punch list was minimal, only three pages rather than the eight in *Ashford*. Regarding the items on Fetter's punch list, 74% of them (109 of 148) related to cosmetic issues such as patching walls, replacing light covers or aligning door stops. However, the evidence supports the argument that CLC has substantially performed under the contract because the overwhelming majority of the punch list's items are insignificant and every item on the punch list can clearly be remedied without difficulty.

Moreover, it should be noted that the Lease never uses the phrase "substantial completion." Perhaps the most instructive language revealing the intent of the parties is

contained in Exhibit B to the Lease, which, other than the budget cap for TIs, has not been modified by any subsequent addendum, states:

Tenant shall contract with the Landlord or an approved General Contractor to make any and all Tenant Improvements in accordance with applicable building codes and craftsmanship standards to the satisfaction of Tenant, Landlord, and the City of North Charleston **such that a Certificate of Occupancy will be issued in a timely fashion.**

The language quoted above clearly indicates that indicates that the ultimate goal is to obtain a CO and that Fetter's obligation to pay for the TI and occupy the Premises was triggered when the CO was issued.

Fetter's failure to pay for costs in excess of the Budget Cap also precludes it from taking the position that the term would not commence until after the punch list was completed. Under the Lease, as amended, all costs of Tenant Improvements in excess of the Budget Cap of \$56,626.00 were to be paid by Fetter. It is undisputed that Fetter has not paid any amounts toward the costs in excess of the Budget Cap. According to the plain, unambiguous language of the Lease, Fetter is in breach by failing to pay the Monthly Rental and failing to pay Chicora for all costs of Tenant Improvements in excess of the Budget Cap.

Additionally, the timing of Fetter's punch list is of particular significance. The punch list was not provided to CLC's counsel until October 25, 2016, ten months after the TCO was issued and six months after Fetter gave notice that it was terminating the Lease. These facts demonstrate the implausibility of completing TIs to the "satisfaction of Tenant."

c. Chicora Breached a Duty to Perform

Regarding a party's ability to forfeit/cancel a lease, it is well established law in South Carolina that "a forfeiture for a trivial or immaterial breach of a commercial lease should not be enforced." *Kiriakedes v. United Artists*, 440 S.E.2d 364 (S.C., 1993).

The Supreme Court of South Carolina adopted a five-part analysis to determine whether a breach of commercial lease is material and justifies forfeiture:

1. The extent to which the injured party will be deprived of the benefit which he reasonably expected;
2. The extent to which the injured party can be adequately compensated by damages for the part of that benefit of which he will be deprived;
3. The extent to which the party failing to perform or to offer will cure his failure, taking account of all the circumstances including any reasonable assurances;
4. The likelihood that the party failing to perform or to offer to perform will cure his failure, taking account of all the circumstances including any reasonable assurances; and
5. The extent to which the behavior of the party failing to perform or to offer to perform comports with standards of good faith and fair dealing.

Fetter alleges two breaches by CLC: (1) Chicora failed to deliver a non-disturbance agreement in accordance with its obligations under Section 26 of the Lease and (2) Chicora failed to deliver the completed Tenant Improvements. [Defendant MSJ at ¶9]

It is likely that the court will find that CLC did not breach its duty because the estoppel certificate, provided by the lender, included a non-disturbance agreement. It is anticipated that Plaintiff's employees will testify that Fetter did not request a non-disturbance agreement until after this lawsuit was filed. However, even if estoppel certificate did not fulfill CLC's obligation, applying the above test to the first alleged breach, it is likely that the court will find that the breach was not significant and that, therefore, Fetter's termination was not justified.

With regard to the allegation that CLC failed to deliver the completed TIs, as discussed in Section II above, CLC substantially completed the TIs and, therefore, did not breach its duty under the Lease. Applying the above test will likely have the same result, CLC's breach is trivial in nature and does not justify Fetter's attempt to terminate the Lease.

d. Fetter Did not have a Right to Terminate the Lease Prematurely

There is no language in the Lease that gives Fetter the right to terminate the Lease prematurely. All language regarding termination is with regard to CLC's rights as landlord. Lease ¶19-20. The only section of the Lease addressing possible failures by CLC is ¶3 which reads in part:

[I]f Tenant's failure to occupy the Premises is due to Landlord's failure to complete improvements or to perform any other obligation set forth herein, then Tenant's obligation to pay interior finishing costs pursuant to this Section 3 shall be excused or waived.

Under that provision, even if Fetter somehow prevails on its claims that the TI was not completed, the Fetter is only excused from paying for TIs but will still be considered to have breached under ¶19 giving rise to CLC's rights as outlined in ¶20 and 22.

e. Any Right to Terminate Prematurely Was Waived

Under South Carolina law, "[w]aiver is an intentional relinquishment of a known right." *Bonnette v. State*, 282 S.E.2d 597, 598 (S.C. 1981). A waiver may be express or implied. *Id.*; see also *Lawrimore v. Am. Health & Life Ins. Co.*, 276 S.E.2d 296, 297 (S.C. 1981). "An implied waiver results from acts and conduct of the party against whom the doctrine is invoked from which an intentional relinquishment of a right is reasonably inferable." *Lyles v. BMI, Inc.*, 355 S.E.2d 282, 285 (S.C. Ct. App. 1987) (citing *Pitts v. N.Y. Life Ins. Co.*, 148 S.E.2d 369 (S.C. 1966)). Actions that are "inconsistent with the continued assertion of a right may give rise to a waiver." *Provident Life & Accident Ins. Co. v. Driver*, 451 S.E.2d 924, 928 (S.C. Ct. App. 1994); *Mende v. Conway Hosp., Inc.*, 404 S.E.2d 33, 34 (S.C. 1991); *Bonnette*, 282 S.E.2d at 598.

Here, Fetter and CLC entered into the Lease on August 5, 2014 with the Lease to commence on November 1, 2014. Due to a variety of factors, including Fetter's desire to increase its leased space, the parties amended the Lease and set a new date for the Lease to

commence as June 1, 2015. Again, due to a variety of factors, including Fetter's desire to decrease its leased space, the parties signed a third amendment to the Lease setting the commencement date as "no later than February 15, 2016."

On January 1, 2016, CLC sent Fetter a letter indicating that the premises was ready for Fetter to take occupancy. As noted above, a TCO was issued on December 21, 2015. A final CO was issued on January 1, 2016. However, Fetter did not take occupancy but instead scheduled a walk-through for early February which resulted in punch list of items needing repair. February 15, 2016 came and went and Fetter took no action to assert that CLC had breached its duty. It was not until April 26, 2016 that Fetter decided to claim that CLC was in breach of the Lease and informed CLC that it "will immediately begin its search for another location."

Aside from the fact that the Lease is silent on Fetter's rights to terminate the Lease, their inaction after the deadline passed indicates an implied waiver of its "right" to terminate the Lease.

f. Attorneys' Fees

Under paragraph 24 of the lease, the Plaintiff is entitled to recover a reasonable attorneys' fee as part of its damages. Plaintiff requests that the record remain open for the purpose of submitting a calculation of attorneys' fees through the completion of trial in the event that the court awards attorneys' fees.

g. Pre-Judgment Interest

A default interest rate of 18% is provided in paragraph 20 of the original lease. Additionally, S.C. code Ann 34-31-201(A) allows for recovery of prejudgment interest at rate of 8 3/4 % in cases where amount due is a "sum certain". Plaintiff requests that the record also remain open

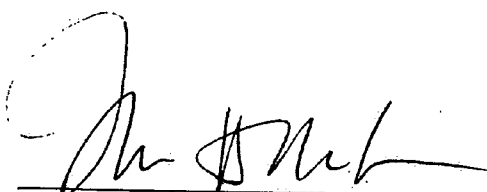
for the purpose of submitting a pre-judgment interest calculation in the event that the court awards prejudgment interest.

3. EXHIBIT LIST

- a. Ruth Jordan deposition including pages 1 through 57;
- b. Lease dated August 4, 2014, with exhibits;
- c. Storage lease dated April 15, 2015
- d. Executive Summary of Addenda to Lease;
- e. First Addendum dated April 16, 2015;
- f. Second Addendum dated April 16, 2015;
- g. Third Addendum dated November 23, 2015;
- h. Tenant Estoppel Certificate;
- i. Cancelled Promissory Note dated April 16, 2015;
- j. Mortgage/Deed of Trust Cancellation and Release dated October 12, 2015;
- k. City of North Charleston Certificate of Occupancy dated December 22, 2015;
- l. Correspondence from Karl David to Franklin C. Fetter Family Health Center, Inc. dated January 1, 2016;
- m. City of North Charleston Certificate of Occupancy dated January 21, 2016;
- n. Walk Through Inspection Report dated February 5, 2016 through February 9, 2016;
- o. Correspondence from Samuel Altman to Douglas Durbano dated April 26, 2016;
- p. Email chain regarding lease repudiation;
- q. Email chain regarding invoices; and
- r. Damages Summary

4. WITNESS LIST

- a. Doug Durbano
- b. Jeremy Blackburn
- c. Carl David
- d. Darbis Briggman



John A. Massalon, Esquire
WILLS MASSALON & ALLEN LLC
Post Office Box 859
Charleston, South Carolina 29402
(843) 727-1144
jmassalon@wmalawfirm.net

ATTORNEYS FOR PLAINTIFF

CHARLESTON, SOUTH CAROLINA

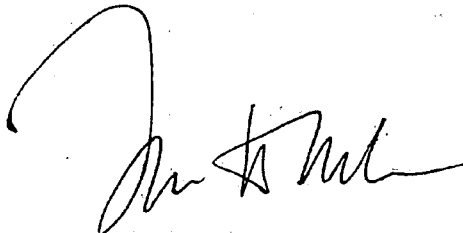
April 22, 2018

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on April 22, 2018, a copy of the attached pleading/discovery has been served upon the following via:

	United States Postal Service
XX	Email

Samuel H. Altman, Esquire
Derfner & Altman, LLC
575 King Street, Ste. B
Charleston, SC 29403
saltman@derfneraltman.com



WILLS MASSALON & ALLEN LLC

13

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Chicora Life Center, LC,

Plaintiff(s)

vs.

Fetter Health Care Network, Inc.; NBSC
Corporation; and John and Jane Does 1-100,

Defendant(s)

Submitted By: John A. Massalon, Esquire

Address:

Wills Massalon & Allen LLC

P.O. Box 859

Charleston, SC 29402

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2016-CP - 10- 2380

SC Bar #: 10279

Telephone #: (843) 727-1144

Fax #: (843) 727-7696

Other:

E-mail: jmassalon@wmlawfirm.net

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

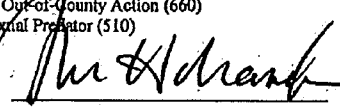
DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

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

Submitting Party Signature: 

Date: 05/06/2016

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

FOR MANDATED ADR COUNTIES ONLY

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

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

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

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

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

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Chicora Life Center, LC,

Plaintiff,

v.

Fetter Health Care Network, Inc.;
NBSC Corporation; and John
and Jane Does 1-100,

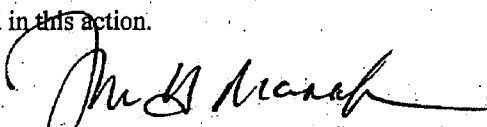
Defendants.

) IN THE COURT OF COMMON PLEAS
) IN THE NINTH JUDICIAL CIRCUIT
) CASE NO.: 2016-CP-10-_____

SUMMONS

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED AND REQUIRED to Answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to said Complaint on the below subscribed attorney at his office at 97 Broad Street, Charleston, South Carolina 29401 within thirty (30) days after the service hereof exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in this action.


John A. Massalon, Esquire
I. Ryan Neville, Esquire
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rneville@wmalawfirm.net

ATTORNEYS FOR PLAINTIFF

CHARLESTON, SOUTH CAROLINA

May 6, 2016

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) IN THE COURT OF COMMON PLEAS
) IN THE NINTH JUDICIAL CIRCUIT
) CASE NO.: 2016-CP-10-_____

Chicora Life Center, LC,

Plaintiff,

v.

Fetter Health Care Network, Inc.;
NBSC Corporation; and John
and Jane Does 1-100,

Defendants.

COMPLAINT

FILED
CLERK OF COURT
NINTH JUDICIAL CIRCUIT
SOUTH CAROLINA
JAN 11 2017

Comes now Chicora Life Center LC by and through counsel, and hereby claims against Fetter Health Care Network, Inc., NBSC Corporation and John and Jane Does 1-100 as follows:

PARTIES

1. Plaintiff Chicora Life Center, L.C. ("Chicora Life Center"), is a limited liability company organized in South Carolina and with its principal place of business in North Charleston, South Carolina.
2. Chicora Life Center was organized for the purpose of owning and managing a commercial real estate building located at 3600 Rivers Avenue, North Charleston, South Carolina (the "Property").
3. Upon information and belief, Franklin C. Fetter Family Health Center, Inc. is a South Carolina non-profit corporation doing business in North Charleston, South Carolina, which on or around November 25, 2013 changed its name to Fetter Health Care Network, Inc. ("Fetter Clinic").
4. Fetter Clinic entered into a commercial lease with Chicora Life Center for occupancy

of certain space located at the Property.

5. Upon information and belief, NBSC Corporation ("NBSC") is a South Carolina corporation doing business in South Carolina.

6. Upon information and belief, John and Jane Does 1-100 ("Doe") are persons yet unknown who may be liable to Plaintiff in this action, and Plaintiff reserves the right to amend its pleadings to name such persons when their identity or identities become known.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this lawsuit and personal jurisdiction over the parties.

8. Venue of this claim is proper in Charleston County.

FACTUAL ALLEGATIONS

9. There is a multistory commercial building on the Property owned by Chicora Life Center.

10. On or around August 4, 2014, Chicora Life Center executed a commercial lease with Fetter Clinic (the "Lease"), a copy of the Lease and the Addenda to the Lease (described more fully below) is attached hereto as Exhibit A.

11. Fetter Clinic's portion of the building under the Lease was originally 8,772 rentable square feet of the Property.

12. The Monthly Rental under the Lease is comprised of rent at \$13.00 per rentable square foot and Fetter Clinic's share of operating expenses, beginning at \$6.50 per rentable square foot, for a total Monthly Rental of \$19.50 per rentable square foot.

13. Under the Lease, Chicora Life Center would construct certain Tenant Improvements

for the Leased Premises prior to the Term Commencement, but with a Budget Cap for Tenant Improvements originally identified as \$45,000.00.

14. The Lease originally contemplated Term Commencement on November 1, 2014.

15. Shortly after execution of the Lease, the parties discussed increasing the square footage under the Lease to 10,974 rentable square feet.

16. The increased size of the Leased Premises was memorialized by the execution of a First Addendum to the Lease, dated April 16, 2015.

17. Under the Lease so amended, the Monthly Rental of \$19.50 per rentable square foot equates to \$17,833 per month or \$213,993 per year.

18. The Budget Cap was likewise amended, extrapolating the \$5.13 per rentable square foot originally allocated under the Lease to the expanded square footage, for a total Budget Cap of \$56,296 for all Tenant Improvements.

19. The Term Commencement was modified under the First Addendum to June 1, 2015.

20. At the same time, Fetter Clinic asked that Chicora Life Center finance the costs for Tenant Improvements which exceeded the Budget Cap.

21. Accordingly, and to accommodate the request of Fetter Clinic, a Second Addendum was executed on April 16, 2015 by which the parties agreed that Chicora Life Center would finance Tenant Improvement costs in excess of the Budget Cap of \$56,296 pursuant to the terms of a Promissory Note which would be secured by a Mortgage at real property owned by Fetter Clinic at 51 Nassau St., Charleston, South Carolina 29403.

22. Pursuant to the terms of the Second Addendum, Fetter Clinic executed a Promissory Note providing for a line of credit with Chicora Life Center of up to and including the sum of

\$248,641.00.

23. The Promissory Note was also secured by a Mortgage executed April 16, 2014, securing to the mortgagee Chicora Life Center the repayment of the Promissory Note.

24. Fetter Clinic then experienced some internal conflict and management changes.

25. New management of Fetter Clinic took the position that the Second Addendum had not been properly authorized by Fetter Clinic.

26. Fetter Clinic asked that Chicora Life Center agree to void the Second Addendum and the Promissory Note and Mortgage executed in connection therewith.

27. Fetter Clinic assured that it had its own resources or financing arrangements in place to pay for the costs of Tenant Improvements in excess of the Budget Cap.

28. To confirm this representation, Fetter Clinic asked its bank to send a letter to Chicora Life Center regarding the line of credit.

29. On September 11, 2015, Casdell E. Singleton, as Vice President of NBSC, wrote a letter to Chicora Life Center in which he confirmed that Fetter Clinic has a line of credit with NBSC and that the line of credit could only be used for payment of costs of construction of Tenant Improvements for the Leased Premises.

30. In October 2015, Chicora Life Center agreed to and did in fact cancel the Promissory Note and Mortgage based the representation of Fetter Clinic that it would pay for the excess costs for the Tenant Improvements.

31. On or around November 23, 2015, a Third Addendum was executed by Fetter Clinic, in which the Second Addendum to the Lease was declared void, the actual rentable square footage was amended to 9,108 with allotted common shared area of 1,866 square feet, and the Term

Commencement was amended to be no later than February 15, 2016.

32. The Third Addendum states that Fetter Clinic will pay to Chicora Life Center the costs of Tenant Improvements in excess of the Budget Cap upon receipt of a detailed accounting and confirmation of lien releases for the Leased Premises.

33. In early January 2016, a certificate of occupancy was issued for the Leased Premises and delivered to Fetter Clinic, allowing Fetter Clinic to move in and Term Commencement to begin.

34. Chicora Life Center then began invoicing Fetter Clinic for the Monthly Rental.

35. The amended Leased Premises of 9,108 rentable square feet, at \$19.50 per rentable square foot, equates to a Monthly Rental of \$14,801.00 per month.

36. Chicora Life Center has also invoiced Fetter Clinic for the costs of Tenant Improvements in excess of the Budget Cap, which total \$254,998.00.

37. Chicora Life Center has provided Fetter Clinic with a detailed accounting of the costs of the Tenant Improvements.

38. In each subsequent month, Chicora Life Center has likewise invoiced Fetter Clinic for the Monthly Rental of \$14,801 along with the excess costs of \$254,998.00.

39. Fetter Clinic has not paid any portion of the Monthly Rental or excess costs despite notice and multiple demands.

**FIRST CAUSE OF ACTION
(Breach of Contract)**

40. Plaintiff hereby incorporates by reference the allegations set forth above as if fully set forth herein.

41. Under the Lease as modified, Fetter Clinic agreed to commence payment of the

Monthly Rental upon Term Commencement.

42. Term Commencement occurred in January 2016 when a certificate of occupancy was obtained for the Leased Premises.

43. Under the Lease as modified, Fetter Clinic agreed to pay Chicora Life Center for the costs of Tenant Improvements which exceed the Budget Cap.

44. Chicora Life Center has completed the Tenant Improvements and provided a detailed accounting for the costs exceeding the Budget Cap.

45. Under the Lease, if Fetter Clinic fails to take occupancy of the Leased Premises, it is liable for all costs of Tenant Improvements for the Leased Premises, not just the costs in excess of the Budget Cap.

46. Fetter Clinic has not taken occupancy of the Leased Premises.

47. Despite notice and demand, Fetter Clinic has failed and refused to pay to Chicora Life Center any amounts owing for the Monthly Rental or costs in excess of the Budget Cap.

48. The actions of Fetter Clinic complained of above constitute a breach of contract.

49. Plaintiff has suffered damages as a result of Fetter Clinic's breach of contract.

50. Plaintiff is therefore entitled to damages for Fetter Clinic's breach of contract, in an amount to be determined at trial, but including past due and ongoing Monthly Rental, the entire cost of Tenant Improvements, and interest and attorneys' fees as provided for under the Lease.

51. Plaintiff is also entitled to a declaration from the court that the Lease remains in full force and effect and is a valid and binding obligation upon Fetter Clinic and that the Monthly Rental is therefore an ongoing obligation of Fetter Clinic and will remain until a replacement tenant is found for the Leased Premises.

SECOND CAUSE OF ACTION
(Breach of Duty of Good Faith and Fair Dealing)

52. Plaintiff hereby incorporates by reference the allegations set forth above as if fully set forth herein.

53. Fetter Clinic owes Plaintiff a duty of good faith and fair dealing, inherent in every contractual relationship, in connection with the Lease.

54. Fetter Clinic has breached its duties, which acts were inconsistent with the common purpose of the parties and Plaintiff's justified expectations.

55. Plaintiff is therefore entitled to damages in an amount to be proven at trial and/or after an opportunity to review the relevant records.

THIRD CAUSE OF ACTION
(Negligent Misrepresentation)

56. Fetter Clinic represented to Chicora Life Center before Chicora Life Center cancelled the Promissory Note and Mortgage that Fetter Clinic would pay for the costs of Tenant Improvements in excess of the Budget Cap.

57. Upon information and belief, this representation, however, was false and was negligently made by Fetter Clinic to induce Chicora Life Center to cancel the Promissory Note and Mortgage.

58. Fetter Clinic had a pecuniary interest in making the representation to Chicora Life Center.

59. Fetter Clinic also had a duty of care to see that it communicated only truthful information to Chicora Life Center, but breached that duty of care by failing to exercise due care.

60. Chicora Life Center was unaware of the falsity of the representation.

61. The representation was material, going to the very essence of the relationship between Chicora Life Center and Fetter Clinic.

62. Upon information and belief, Fetter Clinic intended that Chicora Life Center rely on the representation by cancelling the Promissory Note and Mortgage.

63. Chicora Life Center did in fact rely on the representation by cancelling the Promissory Note and Mortgage.

64. Chicora Life Center had a right to rely on the representation.

65. The Tenant Improvements have now been completed and paid for by Chicora Life Center, but Fetter Clinic refuses to reimburse Chicora Life Center for the costs in excess of the Budget Cap.

66. Chicora Life Center has been damaged as a result of the actions of Fetter Clinic.

67. These damages include the entire cost of Tenant Improvements, and financing charges incurred in connection with the Tenant Improvements.

68. Chicora Life Center is therefore entitled to judgment as set forth in its Prayer for Relief.

FOURTH CAUSE OF ACTION (Declaratory Judgment)

69. Plaintiff hereby incorporates by reference the allegations set forth above as if fully set forth herein.

70. Disputes have arisen between Chicora Life Center and Fetter Clinic as to their rights under the Lease as amended.

71. Notwithstanding that Chicora Life Center cancelled the Promissory Note and

Mortgage, these cancellations were delivered to Fetter Clinic on the specific representation that Fetter Clinic would reimburse Chicora Life Center for the Tenant Improvement costs in excess of the Budget Cap, including by means of its line of credit with NBSC Corporation.

72. NBSC Corporation also represented to Chicora Life Center, before the Promissory Note and Mortgage were cancelled, that a line of credit with NBSC was set up for the sole purpose of making payments for the costs of Tenant Improvements.

73. Chicora Life Center has completed the Tenant Improvements and provided a detailed accounting to Fetter Clinic of the costs in excess of the Budget Cap.

74. Fetter Clinic has refused to reimburse Chicora Life Center for the Tenant Improvements in excess of the Budget Cap.

75. Declaratory judgment is appropriate to determine the rights and obligations of each of Chicora Life Center, Fetter Clinic, and NBSC Corporation as to the costs of Tenant Improvements in excess of the Budget Cap, and to obtain a declaration of rights, status or other legal relations thereunder, and more particularly, to construe the contract after there has been a breach thereof.

76. Declaratory judgment would terminate the uncertainty or controversy giving rise to the proceeding.

77. Declaratory relief is presently necessary and appropriate so that the Parties may determine their rights.

78. Wherefore, Chicora Life Center prays for judgment pursuant to South Carolina's Uniform Declaratory Judgments Act and Rule 57, South Carolina Rules of Civil Procedure, declaring that Chicora Life Center is entitled to payment of the costs in excess of the Budget Cap, declaring the amount in excess of the Budget Cap, and requiring NBSC Corporation to deliver the

proceeds from the line of credit to Chicora Life Center up to and including the amount declared to exceed the Budget Cap.

79. In the alternative, and in the event that the line of credit proceeds are not sufficient to satisfy the amount declared to be in excess of the Budget Cap, Chicora Life Center prays for judgment pursuant to South Carolina's Uniform Declaratory Judgments Act and Rule 57, South Carolina Rules of Civil Procedure, declaring that the prior cancellation of the Promissory Note and Mortgage are void and of no effect, the cancellation having been obtained by the negligent misrepresentations of Fetter Clinic complained of herein.

80. Chicora Life Center is therefore entitled to judgment as set forth in its Prayer for Relief.

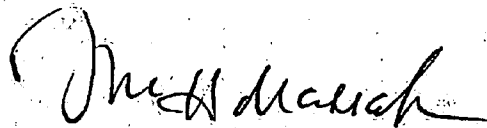
PRAYER FOR RELIEF

Now Therefore, Plaintiff requests judgment as follows:

1. On the First Cause of Action, asserting breach of contract, for general, compensatory, and consequential damages resulting from Fetter Clinic's breach of contract and of the general nature identified in the First Cause of Action but in an amount to be proven at trial; for declaratory relief establishing that the Lease remains in full force and effect and the ongoing Monthly Rental due from Fetter Clinic from the Term Commencement through and until the time that a replacement tenant is found for the Leased Premises; for prejudgment interest; and for attorneys' fees and costs.
2. On the Second Cause of Action, asserting breach of the duty of good faith and fair dealing, for general, compensatory, and consequential damages resulting from Fetter Clinic's breach of said duty, of the general nature identified in the First and Second Causes of Action.
3. On the Third Cause of Action, for negligent misrepresentation, for the actual damages

suffered by Chicora Life Center of the general nature identified in the Third Cause of Action, and for prejudgment interest and costs.

4. On the Fourth Cause of Action, requesting declaratory relief, for declaratory judgment ruling that Chicora Life Center is entitled to payment of the costs in excess of the Budget Cap, declaring the amount in excess of the Budget Cap, and requiring NBSC Corporation to deliver the proceeds from the line of credit to Chicora Life Center up to and including the amount declared to exceed the Budget Cap, and in the alternative, and also in the event that the line of credit proceeds are not sufficient to satisfy the amount declared to be in excess of the Budget Cap, declaring that the prior cancellation of the Promissory Note and Mortgage are void and of no effect.



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Charleston, South Carolina 29402
(843) 727-1144
jmassalon@wmalawfirm.net

ATTORNEYS FOR PLAINTIFF

CHARLESTON, SOUTH CAROLINA

May 5, 2016

EXHIBIT "A"

PC

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Chicora Life Center, LC,

Plaintiff,

vs.

Fetter Health Care Network Inc.;
NBSC Corporation; and John and
Jane Does 1-100;

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2016-CP-10-2380

ANSWER, AFFIRMATIVE DEFENSES
AND COUNTERCLAIM OF FETTER
HEALTH CARE NETWORK, INC.

FILED
2016 SEP -8 PM 12:08
JULIE J. ARMSTRONG
CLERK OF COURT

Fetter Health Care Network, Inc. ("Fetter") answering the Complaint of the Plaintiff
alleges and says as follows:

**FOR A FIRST DEFENSE
(General Denial)**

1. Fetter denies each and every allegation not hereinafter specifically admitted.
2. Fetter admits those matters set forth that are located in the public records in Paragraphs 1 and 5.
3. Fetter denies the allegations set forth in the following paragraphs, to wit: 36, 37, 38, 47, 73, 79, and 80.
4. Fetter is unable to respond to the following allegations in the manner in which they are pled and same are therefore denied, to wit: Paragraphs 40, 52, 56, and 69.
5. Fetter admits the allegations of the following Paragraphs: 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 26, 27, 29, 31, 32, 35, 39, 41, 43, 46, 53, 59, 70, 76, and 77.
6. Fetter submits that the allegations set forth in Paragraphs 2, 6, 20, 21, 22, 23, 24, 25, 33, 34, 42, 44, 45, 48, 49, 50, 51, 54, 55, 57, 58, 60, 61, 62, 63, 64, 65, 66, 67, 68, 71, 72, 73, 74, 75 and 78 are conclusions which are incapable of response and therefore denied.

7. As to Paragraph 28, Fetter admits that it requested its bank to send a letter to the Plaintiff indicating that funds were available to pay for improvements.

8. As to Paragraph 30, Fetter admits that the Plaintiff did finally cancel the Promissory Note and Mortgage, after receiving information and a demand that the Plaintiff had not obtained verification in the form of a corporate resolution from this Defendant supporting the fact that the execution of the referenced Note and Mortgage had been authorized.

**FOR A SECOND AFFIRMATIVE DEFENSE
(Failure to Satisfy Landlord's Obligations)**

9. Fetter realleges the allegations set forth in Paragraphs 1 – 8 of this Answer as if repeated herein verbatim.

10. According to the terms of the Lease prepared by the Plaintiff, Section 3 contains a provision that states "if Tenant's failure to occupy the Premises is due to the Landlord's failure to complete improvements or to perform any other obligation set forth herein, then Tenant's obligation to pay interior finishing costs pursuant to this Section 3 shall be excused or waived." Plaintiff has failed to satisfy its obligations under the Lease, as amended.

**FOR A THIRD AFFIRMATIVE DEFENSE
(Breach of Duty of Good Faith and Fair Dealing)**

11. Fetter realleges the allegations set forth in Paragraphs 1 – 10 of this Answer as if repeated herein verbatim.

12. The Plaintiff is not entitled to the relief sought as a result of its breach of duty of good faith and fair dealing.

**FOR A FOURTH AFFIRMATIVE DEFENSE
(Impossibility of Performance)**

13. Fetter realleges the allegations set forth in Paragraphs 1 – 12 of this Answer as if repeated herein verbatim.

14. The Plaintiff is not entitled to any relief because of the impossibility of performance of the Lease by the Plaintiff as a result of the foreclosure filed by Plaintiff's lender as the result of the default, including maturity of the loan obligations and the subsequent filing of a bankruptcy under Chapter 11 of the United States Bankruptcy Code.

**FOR A FIFTH AFFIRMATIVE DEFENSE
(Quiet Enjoyment)**

15. Fetter realleges the allegations set forth in Paragraphs 1 - 14 of this Answer as if repeated herein verbatim.

16. This Defendant would be entitled to quiet enjoyment of the leased premises, however same is impossible as the result of a foreclosure brought by the Plaintiff's mortgage holder, as a result of multiple defaults under the loan documents and the filing of a bankruptcy petition in the United States Bankruptcy Court, which filings indicate that the Plaintiff does not have sufficient funds to fund the operation of the multistory building in which the premises are located. Said foreclosure is filed in Charleston County, which litigation seeks possession and control of the subject property.

**FOR A SIXTH AFFIRMATIVE DEFENSE
(Estoppel)**

17. Fetter realleges the allegations set forth in Paragraphs 1 - 16 of this Answer as if repeated herein verbatim.

18. The relief sought by the Plaintiff in its Complaint is precluded by the Plaintiff's action and as a result thereof it is estopped from obtaining any relief.

**FOR A SEVENTH AFFIRMATIVE DEFENSE
(Waiver)**

19. Fetter realleges the allegations set forth in Paragraphs 1 - 18 of this Answer as if repeated herein verbatim.

20. The claims of the Plaintiff are barred by the doctrine of waiver.

Further answering the Complaint and by way of a Counterclaim, this Defendant alleges and says as follows:

**FOR A FIRST COUNTERCLAIM
(Breach of Lease)**

21. The Defendant is a South Carolina nonprofit corporation providing healthcare to low income families in the South Carolina lowcountry. In the year 2014, Defendant was in need to relocate its North Charleston office in order that it could provide more and better services to the population that it serves. Fetter entered into negotiations with the Plaintiff, Chicora Life Center, L.C. for space in the old Naval Hospital located in North Charleston, South Carolina.

22. In the Lease that was negotiated and dated August 4, 2014, the Plaintiff and Defendant agreed that this Defendant would lease certain space in the hospital and that space would be available for occupancy by December 31, 2014.

23. Plaintiff failed to deliver the space as required under the Lease and sought and obtained an amendment to the Lease regarding completion of improvements and a date for occupancy. The Plaintiff and Defendant agreed that the First Addendum to the Lease was necessary and executed same on April 16, 2015. By the terms of that amendment, all Tenant improvements were to be completed and a Certificate of Occupancy for the premises should occur by June 1, 2015. As of June 1, 2015, the premises were not available for occupancy by this Defendant.

24. Attached to the First Addendum to Lease was an amended Exhibit C, which conflicted with the terms of the actual Addendum indicating that the term commencement was to be on January 1, 2016. As of January 1, 2016, the upfit had not been completed and no Certificate of Occupancy had been delivered.

25. Also, on April 16, 2015, the Plaintiff had a representative of this Defendant execute a

Second Addendum by which the Plaintiff accepted an unauthorized Note and Mortgage from this Defendant, which was filed of record; this Note and Mortgage were not authorized by the Board of Directors of Fetter, as the matter was not brought before that body and no resolution had been passed authorizing the pledging of this collateral. Upon finding out what had happened with the Second Addendum to the Lease, communications were made with the Plaintiff and demands were made to satisfy the Note and Mortgage based on Fetter's position as stated herein. With reluctance, the Plaintiff satisfied the Note and Mortgage.

26. Recognizing that an issue continued to exist regarding the upfit to the property, a Third Addendum to the Lease was executed on November 23, 2015 whereby the parties acknowledged that the Note and Mortgage referenced in the Second Addendum were executed without authority and had been cancelled and returned to the Tenant. The Third Addendum also indicated that the term commencement of the Lease shall occur upon the completion of the tenant improvements and the issue of a Certificate of Occupancy for the premises, which shall occur on or before 90 days from the date a contract is executed between the contractor and the Tenant, but no later than February 15, 2016. As of February 2016, the premises were not completed and therefore the Plaintiff breached the terms of the Lease and in accordance with Section 3 of the Lease, entitled to have any and all obligations claimed to be due and owing by the Plaintiff from this Defendant to be declared either waived or cancelled.

27. In accordance with Section 24 of the Lease, as amended, this Defendant asserts a claim for attorney's fees and expenses incurred as a result of the breach of the terms of its agreements herein as set forth herein by the Defendant.

WHEREFORE, having answered the Complaint of the Plaintiff, this Defendant prays as follows:

- a. That the Court dismiss Plaintiff's Complaint on the grounds set forth herein, including the affirmative defenses and counterclaim; and
- b. That the Court issue an Order determining that the Lease has been breached; and
- c. For an award attorney's fees and costs in Fetter's favor; and
- d. For such other and further relief as the Court may deem just and equitable.

DERFNER & ALTMAN, LLC

By: 
Samuel H. Altman
575 King Street, Suite B
Charleston, SC 29403
Tel: 723-9804
Fax: 723-7446
E-mail: saltman@derfneraltman.com

ATTORNEYS FOR DEFENDANT
FETTER HEALTH CARE NETWORK, INC.

September 2, 2016
Charleston, South Carolina

CERTIFICATE OF SERVICE

116-CP-10-2380

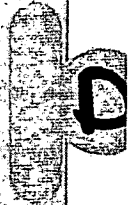
I hereby certify that a true and correct copy of the foregoing Answer, Affirmative Defenses, and Counterclaim of Defendant Fetter Health Care Network, Inc. has been served on the following party of record by email and by depositing same in the United States mail, properly addressed and postage prepaid, this 7th day of September, 2016.

jmassalon@wmalawfirm.net
John A. Massalon, Esquire
Wills Massalon & Allen, LLC
P.O. Box 859
Charleston, SC 29402

Liza Walsh

Liza Walsh, Paralegal

FILED
2016 SEP -8 PM 12:08
JULIE T. ARMSTRONG
CLERK OF COURT
BY



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ANSWER TO COUNTERCLAIMS

4. Replying to the allegations of paragraph 23, Plaintiff denies so much of said paragraph as alleges that it failed to comply with the Lease. Replying to the remaining allegations of

said paragraph, Plaintiff craves reference to the Lease and the Addenda to the Lease between Plaintiff and Fetter and denies any allegation which differs or contradicts any provisions of that Lease and the Addenda to it.

5. Replying to the allegations of paragraph 24, Plaintiff denies so much of said paragraph as alleges that as of January 1, 2016 the up-fit had not been completed and no Certificate of Occupancy had been delivered. Replying to the remaining allegations of said paragraph, Plaintiff craves reference to the Lease and the Addenda to the Lease between Plaintiff and Fetter and denies any allegation which differs or contradicts any provisions of that Lease and the Addenda to it.

6. Replying to the allegations of paragraph 25, Plaintiff craves reference to the Lease and the Addenda to the Lease between Plaintiff and Fetter, the Note, the Mortgage and the satisfaction referenced therein and denies any allegation which differs or contradicts any provisions of that Lease, the Addenda, the Note, the Mortgage and the satisfaction.

7. Replying to the allegations of paragraph 26, Plaintiff denies that as of February, 2016, the premises were not completed. Plaintiff denies so much of paragraph 26 as alleges that Plaintiff breached the lease. Plaintiff denies that Fetter is entitled to have any and all obligations of Defendant Fetter waived or cancelled. As to the remaining allegations of said paragraph, Plaintiff craves reference to the Lease and the Addenda to the Lease between Plaintiff and Fetter and denies any allegation which differs or contradicts any provisions of that Lease and the Addenda to it.

8. Plaintiff denies the allegations of paragraph 27, being the remaining allegations of the Counterclaim.

PRAYER FOR RELIEF

Now Therefore, Plaintiff requests judgment as follows:

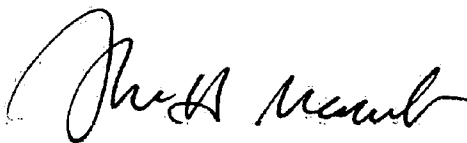
1. On the First Cause of Action, asserting breach of contract, for general, compensatory, and consequential damages resulting from Fetter Clinic's breach of contract and of the general nature identified in the First Cause of Action but in an amount to be proven at trial; for declaratory relief establishing that the Lease remains in full force and effect and the ongoing Monthly Rental due from Fetter Clinic from the Term Commencement through and until the time that a replacement tenant is found for the Leased Premises; for prejudgment interest; and for attorneys' fees and costs.

2. On the Second Cause of Action, asserting breach of the duty of good faith and fair dealing, for general, compensatory, and consequential damages resulting from Fetter Clinic's breach of said duty, of the general nature identified in the First and Second Causes of Action.

3. On the Third Cause of Action, for negligent misrepresentation, for the actual damages suffered by Chicora Life Center of the general nature identified in the Third Cause of Action, and for prejudgment interest and costs.

4. On the Fourth Cause of Action, requesting declaratory relief, for declaratory judgment ruling that Chicora Life Center is entitled to payment of the costs in excess of the Budget Cap, declaring the amount in excess of the Budget Cap, and requiring NBSC Corporation to deliver the proceeds from the line of credit to Chicora Life Center up to and including the amount declared to exceed the Budget Cap, and in the alternative, and also in the event that the line of credit proceeds are not sufficient to satisfy the amount declared to be in excess of the Budget Cap, declaring that the prior cancellation of the Promissory Note and Mortgage are void and of no effect.

5. On the Counterclaim, for an order dismissing the Counterclaim.



John A. Massalon, Esquire
WILLS MASSALON & ALLEN LLC
Post Office Box 859
Charleston, South Carolina 29402
(843) 727-1144
jmassalon@wmalawfirm.net

ATTORNEYS FOR PLAINTIFF

CHARLESTON, SOUTH CAROLINA
May 5, 2016

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on October 24, 2016, a copy of the attached pleading/discovery has been served upon the following via:

XX	United States Postal Service
	Hand Delivery

Samuel H. Altman, Esquire
Derfner & Altman, LLC
575 King Street, Ste. B
Charleston, SC 29403
(843) 723-9804
saltman@derfneraltman.com

ATTORNEYS FOR DEFENDANT
FETTER HEALTH CARE NETWORK, INC.

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ATTORNEYS FOR DEFENDANT
SYNOVUS BANK



3

1 STATE OF SOUTH CAROLINA
2 COURT OF COMMON PLEAS
3 COUNTY OF CHARLESTON
4 CHICORA LIFE CENTER, LC,
5 Plaintiff,
6 vs. CASE NO. 2016-CP-10-2380
7 FETTER HEALTH CARE NETWORK,
8 INC., NBSC CORPORATION; and
9 JOHN and JANE DOES 1-100,
10 Defendants.
11 30(B)(6)
12 DEPOSITION OF: RUTH JORDAN
13 DATE: January 3, 2017
14 TIME: 10:27 a.m.
15 LOCATION: Law Offices of
16 Wills, Massalon Allen, LLC
17 97 Broad Street
18 Charleston, SC
19 TAKEN BY: Counsel for the Plaintiff
20 REPORTED BY: Janice N. Shepherd,
21 Registered Professional
22 Reporter
23 A. WILLIAM ROBERTS, JR., & ASSOCIATES
24 Fast, Accurate & Friendly
25 Charleston, SC Hilton Head, SC Myrtle Beach, SC
(843) 722-8414 (843) 785-3236 (843) 839-3376
Columbia, SC Greenville, SC Charlotte, NC
(803) 731-5224 (864) 234-7030 (704) 573-3919



A. WILLIAM ROBERTS, JR., & ASSOCIATES (800) 743-DEPO
scheduledepo.com

Page 2

1 APPEARANCES OF COUNSEL:
2 ATTORNEYS FOR THE PLAINTIFF
3 CHICORA LIFE CENTER, LC:
4
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13 FETTER HEALTH CARE NETWORK, INC.:
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15 DERFNER & ALTMAN
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18 Charleston, SC 20403
19 (843) 723-9804
20 saltman@derfneraltman.com
21
22 ALSO PRESENT:
23 JEREMY BLACKBURN
24
25 (INDEX AT REAR OF TRANSCRIPT)

Page 4

1 A. Ruth Jordan, R-U-T-H, J-O-R-D-A-N.
2 Q. Thank you, Ms. Jordan. I'm John
3 Massalon. My firm represents Chicora Life Center,
4 LC, in a lawsuit we filed against Fetter Health
5 Care Network and NBSC over the building on Rivers
6 Avenue. And I'm going to be asking you a few
7 questions today. You've been designated as the
8 representative of Fetter Health Care Network to
9 answer a few questions for me. Okay?
10 A. (Witness moves head up and down.)
11 Q. Have you given a deposition before?
12 A. Not in this case.
13 Q. But in other cases?
14 A. Yes.
15 Q. Well, let me remind you of just a
16 couple of things, if I can. First, try to remember
17 to say whatever your answer is and try to avoid
18 head nods or nonverbal responses like uh-huhs and
19 huh-uhs and things like that. If you give me a
20 head nod or one of those kind of responses, I will
21 probably say, is that a yes, or is that a no. If I
22 guess wrong, meaning if you meant to say no and I
23 said is that a yes, you should tell me whatever
24 your answer is. Okay? I'm just trying to get it
25 in word form on the record. All right? This is

Page 3

1 (PLF. EXH. 1, Three-page 11/21/16
2 Amended Notice of 30(b)(6) Deposition of Fetter
3 Health Care Network, was marked for
4 identification.)
5 (PLF. EXH. 2, 28-page 8/4/14 Lease, was
6 marked for identification.)
7 (PLF. EXH. 3, Eight-page 4/16/15
8 Addenda to Lease, was marked for identification.)
9 (PLF. EXH. 4, Four-page 4/16/15
10 Promissory Note, was marked for identification.)
11 (PLF. EXH. 5, One-page 10/12/15
12 MortgageDeed of Trust Cancellation and Release, was
13 marked for identification.)
14 (PLF. EXH. 6, Three-page Document:
15 1/1/16 Letter to Ms. Jordan From Karl David and
16 Attachments, was marked for identification.)
17 (PLF. EXH. 7, Three-page 2/10/16 Punch
18 List, was marked for identification.)
19 RUTH JORDAN,
20 being first duly sworn, was examined and testified
21 as follows:
22 EXAMINATION
23 BY MR. MASSALON:
24 Q. Would you state your full name for us,
25 please?

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1 the practice round. Okay?
2 A. Yes.
3 Q. Good. Now, the second thing is, at
4 some point I will probably ask you a question that
5 either doesn't make sense or a bus or something
6 will go by and you don't hear me. If I do that or
7 when I do that, please let me know, and I'll repeat
8 it or rephrase it for you. Okay?
9 A. Okay.
10 Q. The third is, if you need a break at
11 some point -- I don't expect to be terribly long
12 with you -- but if you do need a break for some
13 reason, you let me know, and I will stop for you.
14 I may ask you to finish an answer before we take a
15 break, but other than that --
16 A. I will do.
17 Q. Okay, good. And let me mention one
18 other thing to you. Some of the questions that I
19 ask may sound like I'm trying to get you to tell me
20 what you and Mr. Altman talked about, but I'm not.
21 What I want to know is what Fetter's position is on
22 some of these questions. So if you hear yourself
23 saying, Mr. Altman told me, or some answer like
24 that, again, I'm not trying to discover
25 attorney/client information. I'm trying to find

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1 out either what you know or what the folks at
2 Fetter talked about or did internally. Okay?
3 A. Okay.
4 Q. Let me show you, first, Exhibit Number
5 1. And I'll get you to take a look at that for me,
6 and tell me when you have.
7 All right. Have you seen that before I
8 just showed it to you?
9 A. Yes.
10 Q. And that's a copy of the notice for
11 Fetter Health Care Network's deposition?
12 A. Yes.
13 Q. And in it, there are 14 topics listed.
14 And have you been designated to testify for Fetter
15 on all of those topics?
16 A. To the best of my ability.
17 Q. Okay. All right. Can we agree, just
18 for purposes of the deposition, on a little bit of
19 shorthand? If I say Fetter, can we agree that that
20 means Fetter Health Care Network?
21 A. Yes.
22 Q. And if I say -- and this part is going
23 to get maybe -- hopefully won't get confusing. But
24 when I refer to the plaintiff in this case, Chicora
25 Life Center, LC, I will call it the LC. And when I

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1 Q. What kind of consulting is that?
2 A. We do WDBE, women-owned businesses,
3 networking to establish businesses with
4 minority-owned firms with governmental agencies and
5 other companies.
6 Q. And can you give me an idea of about
7 how your time is split between your work as a
8 Realtor and your consulting work?
9 A. Currently, as of today, mostly real
10 estate.
11 Q. And how long have you been in the
12 consulting business?
13 A. Twenty years.
14 Q. Okay. Do you have anything else that
15 you do as an occupation? And I don't mean hobbies
16 or community activities, but I mean things that you
17 do to earn money.
18 A. No.
19 Q. Now, I understand that at some time in
20 the recent past, you worked for Fetter; is that
21 right?
22 A. Yes.
23 Q. And when was that? When did you work
24 for Fetter?
25 A. September 2015 through April 11th --

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1 refer to the building, can we agree that I'll call
2 that Chicora Life Center? Or would you be more
3 comfortable calling it --
4 A. I'd be more comfortable in you calling
5 it exactly -- when you say the building.
6 Q. So if I talk about the building, what
7 I'm talking about is the old Naval Hospital
8 building at 3600 Rivers Avenue which is now called
9 Chicora Life Center --
10 A. Yes.
11 Q. -- but we'll call it the building for
12 purposes of today. Okay?
13 A. Okay.
14 Q. Now, what is your current occupation,
15 Ms. Jordan?
16 A. I'm a Realtor with Carolina One and a
17 consultant.
18 Q. How long have you been a Realtor with
19 Carolina One?
20 A. Twenty-two years.
21 Q. And when you say you're also a
22 consultant, do you have a separate business that's
23 for consulting purposes?
24 A. Yes, Williams & Williams Associates,
25 LLC.

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1 no, I'm sorry. What is that? 2016, April 2016.
2 Q. Let me just say this back to you just
3 to make sure I've got them.
4 A. September 2015 through April 11th,
5 2016. So '15, '16.
6 Q. Okay. When you worked at Fetter, what
7 was your job there?
8 A. Interim CEO.
9 Q. Okay. And is that the only time that
10 you've ever worked for Fetter?
11 A. Yes.
12 Q. Now, I know that Fetter has been active
13 in the community for a long time. Have you ever
14 held any other positions with Fetter that weren't
15 paid, like been on the board or anything like that?
16 A. Yes, I was on the board, appointed to
17 the board December 2013 through August of 2015.
18 Q. And was that your only term or tenure
19 on the Fetter board?
20 A. Yes.
21 Q. And I don't know how the board is
22 organized, but are there any categories or
23 subdivisions on the board, like, for instance --
24 and, again, I'm totally making this up just to
25 illustrate my point -- like on the Aviation

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1 Authority, you know, there are slots for people in
2 the legislature, and then there are slots for
3 people in the community at large. You know, you're
4 familiar with boards that are kind of organized
5 like that?
6 A. Um-hum.
7 Q. Does Fetter have any kind of categories
8 of board members like that?
9 A. Yes.
10 Q. Okay. Tell me, just generally now, how
11 the board is organized.
12 A. The board is organized with its members
13 coming from the areas in which it serves:
14 Dorchester County, Charleston County, Berkeley
15 County, and Colleton County.
16 Q. And how many people are on the board
17 total?
18 A. Twelve.
19 Q. And would that be three from each
20 county or just --
21 A. It's random.
22 Q. Okay. Other than geographic
23 affiliation, you know, to try to get a broad
24 cross-section of the areas served, are there any
25 other categories? Like, for instance, is there

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1 of six months or three years.
2 Q. All right. And who was it that
3 replaced you as CEO?
4 A. The current CEO is -- I think her name
5 is Aretha Jones.
6 Q. Okay. All right. Now let me ask you
7 to take a look at Exhibit Number 2 here for me, and
8 it's a multi-page document. So when you get a
9 minute, just let me know when you're done.
10 A. Okay.
11 Q. Do you recognize that document?
12 A. Yes.
13 Q. What is that?
14 A. This is the basic lease agreement.
15 Q. For what?
16 A. For the Chicora Life Center and
17 Franklin C. Fetter Family Health Care Center.
18 Q. And would that be for a portion of the
19 building that we talked about earlier?
20 A. Yes.
21 Q. And what's the date of that lease?
22 A. August 4th, 2014.
23 Q. And so based on what you told us so
24 far, I'd be correct to understand that when that
25 document was signed, you were on the Fetter board,

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1 always at least one doctor on the board, or is
2 there always at least one architect on the board or
3 anything like that?
4 A. Typically what happens is you try to
5 get board members that will bring something of
6 value to the organization. So because it's a
7 medical facility, you would want to have medical
8 personnel or someone with some expertise in the
9 medical field, accounting, real estate, a community
10 person. And, also, a large part of it is users.
11 51 percent of the board must use the facilities.
12 Q. Now, when you came on as CEO in August
13 of 2015 --
14 A. September of 2015.
15 Q. Oh, sorry about that. When you came on
16 as CEO in September of 2015, who did you replace?
17 A. Mr. Reuben Pettiford. I was the
18 interim CEO appointed by the board.
19 Q. And does Mr. Pettiford still live
20 locally?
21 A. I'm not sure.
22 Q. Do you know how long or about how long
23 Mr. Pettiford had been CEO when you replaced him in
24 September of '15?
25 A. Almost three years. I think it's short

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1 but you were not the CEO?
2 A. Correct.
3 Q. Now, the -- were you involved in any of
4 the negotiations that led up to that document
5 before it was signed?
6 A. No.
7 Q. Who would have been involved in the
8 negotiations over that document for Fetter?
9 A. It would be Mr. Reuben Pettiford; the
10 chairman of the board, Michael Mack --
11 Q. I'm sorry. Is that the same person --
12 A. Reverend Michael Mack.
13 Q. He's the chairman?
14 A. Yes, he was the chairman at that time.
15 Q. Okay.
16 A. Along with, I would assume, the
17 financial chair.
18 Q. Do you know who that would have been?
19 A. Randy Adkins, along with, I would
20 think, the chief of finance, Patrick -- do I need
21 to say his name -- Nwaezeigwe.
22 MR. ALTMAN: It starts with an N.
23 BY MR. MASSALON:
24 Q. I was going to ask you that eventually.
25 You don't happen to know how to spell that for the

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1 court reporter, do you?
2 A. I don't have it in front of me.
3 Q. Okay. For all of our sakes, we'll just
4 call him Patrick, Not to disrespect him, but I
5 can't pronounce his last name either.
6 MR. BLACKBURN: N-W-A-E-Z-E-I-G-W-E.
7 BY MR. MASSALON:
8 Q. Patrick's position was what now?
9 A. Chief financial officer.
10 Q. So involved in the negotiations, as far
11 as you know, for the lease for the building was --
12 you said it was Reverend Mack?
13 A. Reverend Michael Mack who was the
14 chair, Randy Adkins who was the chair of the
15 finance committee, and Patrick who was chief
16 financial officer, and the CEO.
17 Q. And Mr. Patrick?
18 A. Um-hum.
19 Q. That's a yes?
20 A. Yes.
21 Q. And, again, I don't want you to tell me
22 about any discussions, but did the board have legal
23 counsel as part of that, or was the board, as far
24 as you know, negotiating directly with the LC?
25 A. I don't remember.

Page 16

1 well.
2 Q. And what were those other county
3 services that you understood were going to be in
4 the building?
5 A. WIC was going to be in the building,
6 DHEC was going to be in the building, Mental Health
7 was going to be in the building.
8 Q. And just for the record, WIC stands for
9 what?
10 A. Women and Children -- Women, Infants,
11 and Children.
12 Q. Any other services that Fetter
13 anticipated would be in the building other than
14 WIC, DHEC, and Mental Health?
15 A. That was basically our client base, the
16 people whom we would probably serve in that
17 building.
18 Q. And as a member of the board, did you
19 keep up with or were you informed of any of the
20 details of the back and forth about the lease
21 negotiation?
22 A. Not in the beginning.
23 Q. At what point do you remember getting
24 involved or becoming aware of what was being
25 discussed with the LC?

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1 Q. Do you remember what it was that caused
2 the board to consider entering into a lease with
3 anybody to relocate the Fetter clinic?
4 A. The purpose of relocating the -- to the
5 Chicora Life Center, we had a site already in North
6 Charleston in the Union Heights area where we had a
7 large pediatric group. And the main reason was to
8 move that pediatric group out of Union Heights to
9 the Naval Hospital and then also to expand services
10 to that site, because a lot our patients came from
11 the 29405 area code.
12 Q. And the decision or the desire to
13 relocate the pediatric services from Union Heights,
14 was that so that Fetter could expand services, or
15 was there some problem with the Union Heights
16 facility?
17 A. Well, location, location, location
18 matters. And so it was not a very good location.
19 It was only a temporary fix to have them there.
20 Q. So would I be right to understand that
21 a primary motivating factor and moving the clinic
22 was to make it more geographically accessible to
23 the people who used it?
24 A. Yes, along with all the other county
25 services that were going to be in the building as

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1 A. With the Chicora Life or --
2 Q. I'll call it Chicora Life, because I
3 think LC is a little confusing. So with Chicora
4 Life, yes, ma'am.
5 A. The terms and conditions was approved
6 by the board of what the lease was, so it was
7 brought before the board, what the lease amount
8 was, and the -- and then how beneficial it would be
9 for Fetter to move into that site.
10 Q. So, again, would it be accurate for me
11 to understand that these people that you previously
12 identified negotiated over the lease; and then when
13 they had a lease that they felt was acceptable,
14 they brought that finished product to the board,
15 and the board approved it?
16 A. Right.
17 Q. Do you remember when or about when that
18 was?
19 A. No, I don't remember when that was.
20 Q. The date of that lease is August 4 of
21 2014. Do you see that?
22 A. Yes.
23 Q. Does that sound about right as far as
24 when the board approved that?
25 A. I believe so.

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1 Q. Now, let me ask a few things about the
2 lease. First of all, what was the premises that
3 you all were leasing? What was the space?
4 A. The space was approximately -- started
5 out about 8000 plus square feet. It was on the
6 first floor, to include pediatric services and
7 adult services in the building.
8 Q. Was the space ready to go, or was there
9 some tenant upfit that was required?
10 A. The space was not ready to go, although
11 it was generally a medical facility, being a prior
12 Naval Hospital, but the upfitting was not
13 completed, even today.
14 Q. And whose job was it to contract for
15 the tenant upfit?
16 A. According to the lease?
17 Q. Yes, ma'am.
18 A. According to the lease, the
19 improvements were to be performed by a contractor,
20 and it's our understanding it was Double D
21 Construction Company that was also hired by Chicora
22 Life to do the completion of the upfitting for the
23 entire project.
24 Q. And is it your recollection that
25 Chicora was going to contract with Double D for the

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1 contemplated that the tenant improvements would be
2 done by November 1st, 2014, and then the lease
3 would start after that?
4 A. Yes.
5 Q. Okay. Now, was that changed? And,
6 again, I won't make you guess. Here is Exhibit 3.
7 Let me let you take a look at that for me.
8 A. What this says here is that we were
9 going to increase the space from 8772 square feet
10 to 10,974 square feet.
11 Q. Okay. And did the -- and you're
12 looking at a couple of amendments to the lease?
13 A. Um-hum.
14 Q. And that's a yes?
15 A. Yes.
16 Q. And so the size of the rented area went
17 up. Did the rent also go up?
18 A. Yes.
19 Q. Did the tenant improvement cost go up?
20 A. Under Article 50, it says the budget
21 remains unchanged at 56,296. That's what this says
22 here. But we believed it was some -- it's not
23 here, but I believe the budget cap did go up.
24 Q. And who paid for the tenant
25 improvements, or who was supposed to pay for the

Page 19

1 upfits or that --
2 A. Yes.
3 Q. Okay. Chicora and not Fetter?
4 A. Um-hum.
5 Q. May I take a quick look at that? Let
6 me get you to -- let's see. And we are looking
7 here at paragraph 50, and was it your understanding
8 that the landlord would undertake to complete the
9 tenant improvements and then deliver a Certificate
10 of Occupancy to Fetter?
11 A. Along with all the repairs being
12 completed.
13 Q. And if I might get you to pass --
14 A. I'm just reading what you just pointed
15 out to me, Tenant Improvements: The landlord shall
16 deliver the premises as is after the improvements
17 contemplated on Exhibit B are completed and
18 certificate of occupancy is delivered to the
19 tenant, which shall occur no later than November 1,
20 2014. Landlord will use all reasonable diligence
21 to complete such improvements and obtain a
22 certificate of occupancy, at which time the lease
23 term shall commence.
24 Q. All right. And you can hang on to that
25 if you want to, or not. So the original lease

Page 21

1 tenant improvements under the lease in the
2 amendments?
3 A. The tenant improvements, to the best of
4 my knowledge, was never paid by Fetter. It was
5 paid, I believe, by Chicora Life Center.
6 Q. And was Fetter supposed to pay for the
7 tenant improvements under the lease?
8 A. Under the lease, it did call for
9 progress payments.
10 Q. But Fetter didn't make those, as far as
11 you know? Chicora paid for the tenant
12 improvements, or has so far?
13 A. Yes, um-hum.
14 Q. Do you know how much?
15 A. How much?
16 Q. How much Chicora has paid.
17 A. No, I don't know how much.
18 Q. Now, under the lease or either of the
19 amendments to the lease, was Fetter's obligation to
20 occupy the building and pay the rent based on any
21 other tenants occupying the building?
22 A. The lease is the lease, what it says in
23 the lease.
24 Q. Yes, ma'am, I understand that. But
25 what I'm asking you is, are you aware of any part

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1 of the lease that says, for instance, you mentioned
2 DHEC was a tenant that was expected to move in,
3 that if DHEC doesn't move in, Fetter doesn't have
4 to move in or pay rent under the lease?
5 A. That's not in accordance with our
6 lease, no.
7 Q. So even though Fetter expected some of
8 these other county services to move in, Fetter's
9 obligations under the lease weren't contingent on
10 those people moving in?
11 A. No.
12 Q. Okay. Now, you mentioned that you
13 understood that Chicora Life was going to hire
14 Double D Construction to do the tenant
15 improvements. Did Double D Construction do the
16 upfit in the Fetter space, or was that done by
17 another contractor?
18 A. There were multiple contractors
19 involved. It's my understanding there were
20 multiple contractors from the beginning of the
21 project to where it is today.
22 Q. Do you know who they were?
23 A. No.
24 Q. Okay. Do you believe it's more than
25 two?

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1 this one here that's in your right hand.
2 A. Okay, yes. Now, this is dated April
3 30th, 2015.
4 Q. So the First Amendment was April the
5 16th, and the second was April the 30th?
6 A. Yes.
7 Q. Okay. Now, at that point, meaning in
8 April of 2015, you were still a member of the
9 Fetter board?
10 A. Yes.
11 Q. But not CEO?
12 A. April?
13 Q. Yes.
14 A. Yes, I was still a member of the board.
15 Q. And as a member of the board, did you
16 have any involvement in the negotiation of these
17 amendments?
18 A. No.
19 Q. Did you have any information about the
20 negotiation of these -- how the negotiations were
21 progressing?
22 A. The facilities committee and
23 Mr. Pettiford would bring information back to the
24 board, full board.
25 Q. And the facilities committee --

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1 A. I think it's at least two.
2 Q. Do you know the two that you believe it
3 to be?
4 A. I believe it was Double D and Hoffman.
5 Q. How about Bennett Hoffard?
6 A. Okay, Bennett Hoffard.
7 Q. Other than those two, can you name any
8 others that you think were involved in the Fetter
9 upfit?
10 A. No, I don't.
11 Q. Okay. I don't believe I asked you, the
12 dates of the amendment were what?
13 A. The date of this particular amendment
14 was April 16th, 2015.
15 Q. And is it right that both the first and
16 second amendments were signed the same day? I
17 believe that the first and second are both part of
18 Exhibit Number 3.
19 A. Okay. I'm sorry.
20 Q. Yes, ma'am.
21 A. We've got April 16 on this one, and
22 then we have the first addendum to the lease --
23 Q. I think they may be -- and I apologize
24 for this -- I think the second amendment is the
25 first one you got to. And the First Amendment is

Page 25

1 A. Randy Adkins, who was the chair -- I'm
2 sorry. The facilities committee person was
3 Reverend Mack. He was chair of the facilities
4 committee. Randy Adkins.
5 Q. Anybody else on the facilities
6 committee?
7 A. And I, too, was on the facilities
8 committee.
9 Q. And was that formed for the purpose of
10 dealing with the lease at the building, or was the
11 facilities committee something that always existed?
12 A. Always existed.
13 Q. So the lease issues just fell under the
14 auspices of the facilities committee once it got
15 going?
16 A. Yes.
17 Q. Okay. And who, if you know, was
18 primarily negotiating with Chicora Life over these
19 first and second addenda?
20 A. Mr. Pettiford.
21 Q. Okay. All right. At some point, did
22 the board vote to approve the first and second
23 amendment?
24 A. I'm not sure.
25 Q. Now, do you recall that in conjunction

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1 with these amendments, that Fetter gave Chicora
2 Life a note and mortgage?
3 A. Repeat.
4 Q. In conjunction with the first and
5 second amendments, do you recall that Fetter gave
6 Chicora Life a note and mortgage?
7 A. No, Fetter did not give Chicora Life
8 Center a note or mortgage.
9 Q. Okay. Did somebody -- did
10 Mr. Pettiford sign a note and mortgage in favor of
11 Chicora Life?
12 A. Not approved by the board of directors.
13 We came to the knowledge way after -- in August of
14 2015, we came to the knowledge that Mr. Pettiford
15 had entered into a note and mortgage illegally and
16 not on behalf of Fetter.
17 Q. And do you know what the purpose or the
18 reason why Mr. Pettiford signed the note and
19 mortgage?
20 A. Again, it was not approved and
21 authorized by the board. We don't know what his
22 purpose was or his reasoning was.
23 Q. Okay. Was it a way to pay for the
24 tenant upfits?
25 A. The tenant upfitting was to be

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1 A. No, do not know.
2 Q. You never asked him?
3 A. No.
4 Q. Do you know if anybody did?
5 A. No.
6 Q. Okay. Now, you mentioned to me earlier
7 that Mr. Pettiford left in August of 2015, and I
8 think you just said that the board discovered the
9 note and mortgage had been signed in August of
10 2015. Is that why Mr. Pettiford left Fetter?
11 A. Let's say this. It was a mutual
12 release, that he was out of step with the board and
13 directives of Franklin C. Fetter.
14 Q. And was that because he signed the note
15 and mortgage or other stuff?
16 A. Multiple.
17 MR. ALTMAN: John, let's go off the
18 record for a second. Okay?
19 MR. MASSALON: Sure.
20 (Off-the-record conference.)
21 BY MR. MASSALON:
22 Q. Again, don't tell me anything either
23 that you or anybody on the board talked to your
24 lawyers about. But my question is, when the note
25 and mortgage were discovered, what, if anything,

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1 approved. We had multiple ways of approving and
2 paying for the tenant upfitting. What was approved
3 by the board was that -- option one was the Chicora
4 Life Center offered to finance the improvements,
5 and we would pay Chicora Life Center back. And
6 option two was to use our existing revolving line
7 of credit where we have over \$1 million line of
8 credit with a local lender.
9 Q. And what local lender is it that Fetter
10 had or has a line of credit with?
11 A. NSNBC -- was it -- NB --
12 Q. NBSC?
13 A. Yes.
14 Q. And as far as you know, was that line
15 of credit in place in April of 2015?
16 A. Yes.
17 Q. Now, you mentioned that Chicora Life
18 had offered to pay for the tenant upfits and get
19 paid back?
20 A. Yes.
21 Q. And, again, I understand your testimony
22 that the board didn't authorize Mr. Pettiford to do
23 this, but do you know why Mr. Pettiford signed the
24 note and mortgage when these other options were
25 available?

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1 did Fetter ask Chicora Life to do?
2 A. We asked them to remove that, and we
3 would provide them with a letter from our local
4 lender showing that we had the monies to pay for
5 any upfitting.
6 Q. Okay. Now I'm going to show you two
7 documents, 4 and 5, and get you to take a look at
8 those for me, if you would.
9 A. Yes. Yes, what I have here is a
10 release and cancellation of a mortgage or deed
11 dated -- I believe that's the 12th of October of
12 2015?
13 Q. That looks right to me, yeah.
14 A. The 12th of October, 2015. And then I
15 also have a copy of the promissory note that was
16 dated April 16, 2015, signed by Mr. Pettiford.
17 Q. And written across it --
18 A. Is Canceled, as of October 23, 2015.
19 Q. And in return for Chicora agreeing to
20 cancel the note and mortgage that Mr. Pettiford
21 signed, I think you said that Fetter provided
22 Chicora Life with a line of credit --
23 A. Letter from our local lender.
24 Q. Letter from the lender?
25 A. Yes.

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1 Q. What was the point or purpose of that
2 letter?
3 A. To ensure that the money was available
4 to make any payments towards the upfitting of
5 Chicora Life Center on behalf of Fetter.
6 Q. Now, after Mr. Pettiford left,
7 departed, did you immediately take over as interim
8 CEO, or was there some transition period in there?
9 A. Immediately, yes.
10 Q. Now, at that time, in September of '15
11 when you became interim CEO, can you tell me what
12 the progress of the tenant improvements were for
13 the space that was the subject of these lease
14 agreements?
15 A. I'm sorry. In terms of -- what do you
16 mean? That's a vague word, progress.
17 Q. Can you characterize for me the
18 percentage of completion that had been achieved for
19 the tenant upfits for the Fetter space when you
20 took over as CEO in September of 2015?
21 A. Approximately maybe 50 percent.
22 Q. Did you say 50?
23 A. 50. Five, zero.
24 Q. Okay. I wasn't sure if you said 15 or
25 50. Five, zero. And was that something that you

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1 A. We had multiple meetings with the
2 contractor. We formulated a new facilities
3 committee. We hired a person, an engineer,
4 contractor, to be able to go out with us to survey
5 the amount of work that was done based on the
6 contract and the lease to ensure what was still
7 needed to be completed, because we were also
8 working on a timeline deadline.
9 Q. And who was your point of contact at
10 the contractor when you took over as CEO?
11 A. At Chicora Life Center?
12 Q. Well, that's a good question too. But
13 the one I was asking --
14 A. Adrian Williams.
15 Q. And he worked or she worked for Bennett
16 Hoffard?
17 A. No, I'm sorry. Adrian Williams was a
18 person we hired -- not hired, but we contracted his
19 services. He was an engineer, and we asked him to
20 go out as a project manager to look at the work
21 that was needed to be done and what had been done,
22 along with the facilities committee. We made
23 multiple visits to the site. At that time
24 Mr. Jeremy Blackburn was out sick, and we were
25 working with Karl David there at Chicora Life

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1 assessed at the time you took over as interim CEO,
2 or had you been keeping up with the progress of the
3 tenant improvements as a member of the board or a
4 member of the facilities agreement before that?
5 A. All of the above.
6 Q. Okay. At the time that you took over
7 as interim CEO, was it still Fetter's intention to
8 occupy the building once the tenant improvements
9 were completed?
10 A. Yes.
11 Q. And were there any issues at that time,
12 September of '15, between Fetter and Chicora Life
13 about either the progress of the tenant
14 improvements or the quality of them or the cost of
15 them?
16 A. No.
17 Q. Now, would it be accurate that once you
18 became interim CEO, that you began to pay attention
19 to the progress of the tenant improvements and --
20 at the building kind of on a more regular basis?
21 A. Yes.
22 Q. Did you have any regular schedule, like
23 you went every Friday morning to check in or had
24 meetings with the contractors or anything like
25 that?

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1 Center.
2 Q. Who paid for Mr. Williams' fees?
3 A. Fetter.
4 Q. And did you have a -- I understand by
5 this time that Bennett Hoffard was doing the work.
6 Is that right?
7 A. I'm not sure. I did meet a young man
8 there. I'm not sure exactly which company he was
9 with.
10 Q. Do you remember his name?
11 A. No.
12 Q. Who was on the newly constituted
13 facilities committee after you became CEO?
14 A. We actually had Mr. Leonard Brown. We
15 had Mr. Saunders, Antoine Saunders, and -- what's
16 this guy's name -- Mr. Hinson.
17 MR. ALTMAN: Corbitt Hinson.
18 THE WITNESS: Corbitt Hinson.
19 BY MR. MASSALON:
20 Q. All right. And did you get regular
21 reports from Mr. Williams about progress of the
22 construction?
23 A. We didn't get regular reports, but we
24 got several reports.
25 Q. And what was he telling you about the

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1 progress of construction?
2 A. He provided a punch list of all the
3 items that needed to be completed. He provided a
4 punch list. We provided the punch list to Chicora
5 Life Center asking them to complete the items on
6 the punch list.
7 Q. All right. Now, let me show you a
8 group of documents that is marked as Exhibit 6.
9 A. Um-hum.
10 Q. Do you recognize those?
11 A. Um-hum.
12 Q. And what is -- what's that?
13 A. Well, first is a cover letter dated
14 January 1st, 2016, which tells me there are two
15 enclosed documents. One is an invoice for repairs
16 that was done, and the other is a rental invoice
17 dated December 3rd, 2015, rent for -- it's a lease
18 agreement of \$14,801.
19 Q. Okay.
20 A. And then there is an improvement
21 invoice of \$254,998.
22 Q. Okay. All right. Now, I may have
23 inadvertently attached something to that that --
24 oh, at the end of the first paragraph, it refers to
25 a Certificate of Occupancy that was provided by the

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1 invoice dated December -- December, the building
2 was not complete. It still had a huge amount of
3 punch list items to be repaired and completed.
4 Q. All right. And I do want you to tell
5 me about that too. But I would like for you, if
6 you would --
7 MR. ALTMAN: She said she didn't
8 remember receiving this. I don't know how she can
9 identify, you know -- we can't dispute what you
10 have here. But I don't know if you've never seen
11 that or did not see that, it was not delivered -- I
12 guess all of this was a complete package?
13 MR. MASSALON: That's what I was going
14 to ask her about, just to clarify.
15 MR. ALTMAN: Sure.
16 MR. MASSALON: I just want to give her
17 a chance to look at that.
18 BY MR. MASSALON:
19 Q. Just so that I am straight on it, on
20 January 1st, or along with this letter dated
21 January 1st, you received the two invoices that you
22 mentioned, one for the tenant improvements --
23 A. I didn't receive -- I didn't receive
24 any of that. What I did receive was we received a
25 bill for -- my chief financial officer said he got

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1 City of North Charleston?
2 A. Yes, um-hum.
3 Q. Do you recall that you were provided
4 with copies of the Certificate of Occupancy along
5 with that January 1st, '16, letter?
6 A. I heard there was a Certificate of
7 Occupancy available from the City.
8 Q. Okay. What I may do then is -- do I
9 understand right, that you don't recall receiving a
10 copy of the --
11 A. No, I never received a copy of the
12 actual Certificate of Occupancy.
13 MR. MASSALON: Okay. Sam, I had
14 attached that to that letter, but I'm going to mark
15 that separately.
16 MR. ALTMAN: That's fine.
17 (PLF EXH. 8, 10-page Document:
18 12/22/15 City of North Charleston Inspection
19 Reports, was marked for identification.)
20 BY MR. MASSALON:
21 Q. All right. So we marked that as 8.
22 And let me hand you, if you don't mind, Ms. Jordan,
23 what I now marked as Exhibit 8. I'll let you take
24 a look at those.
25 A. Now, you do understand that this

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1 an e-mail with this bill attached. So he brought
2 me -- and you see it's billed to Jackie Ables. It
3 says here, the c/o, Jackie Ables. So I never
4 received it, but I was aware they had sent over a
5 bill.
6 Q. And which bill are you looking at, the
7 one for 14,801 or --
8 A. Yeah, this is dated January 14, 2016.
9 Q. And then how about the one for 254,998?
10 A. This is it right here.
11 Q. Okay. So the one you were just talking
12 about that you said you hadn't received was --
13 A. Right. And then this is the rental
14 lease agreement for a building that was not
15 completed.
16 Q. Okay. But my question is, the letter
17 dated January 1, 2016, is addressed to Fetter,
18 attention to you.
19 A. Right. I never received a hard copy of
20 that. I understand someone sent an e-mail that I
21 saw later on that said I may not have Ms. Jordan's
22 e-mail address. So I never personally received it,
23 no.
24 Q. And just to finish my question out, the
25 enclosures listed with that letter are the two

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1 invoices that we just talked about, at the bottom?
2 A. According to the cover letter, yes.
3 Q. But your testimony is that you never
4 received a copy of that letter --
5 A. No, but I was aware that we did get a
6 copy of an invoice.
7 Q. And you were made aware of that by
8 Jackie Ables, who --
9 A. By Patrick Nwaezeigwe.
10 Q. We'll just go with Patrick. Okay.
11 Now, when Fetter got copies of those invoices, what
12 was -- who responded to Chicora when those invoices
13 were received by Fetter?
14 A. When the invoice was received by
15 Fetter, prior to that time, when the invoices are
16 received, we immediately went -- did the punch list
17 items. We had sent a list of punch list items --
18 what is that date?
19 Q. I was going to show you. This is
20 Exhibit 7.
21 A. Right. So we went through and did a
22 complete walk-through, because this shows at 2:54
23 that the work had been completed and the building
24 was ready to rent, which was not true. So this was
25 our walk-through that we did February 5th, 2016.

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1 had been addressed?
2 A. Again, the improvements to the facility
3 was not to exceed \$248,000. This far exceeds the
4 \$248,000.
5 Q. And this is almost 255?
6 A. Right. So it exceeds that. So our
7 intentions were to pay for all upfits that was done
8 in accordance with the contract and the lease, and
9 that was our intentions. We provided a letter from
10 our attorney telling them that we were willing to
11 pay for the work that had already been completed
12 and provided that they were going to be able to
13 deliver us the building by a specified time.
14 Q. Now, the walk-through inspection report
15 that was prepared February 5 or February of 2016,
16 what response did you get to this list of items
17 from either Chicora Life or the contractor?
18 A. Karl David told me that he's not going
19 to do a goddamn thing until they receive some
20 money.
21 Q. And when or about when was that?
22 A. When we provided him with the punch
23 list.
24 Q. And what was your reaction to that?
25 A. I took it back to the full board,

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1 Q. And who participated in the
2 walk-through?
3 A. Mr. Adrian Williams, myself, Karl
4 David.
5 Q. The gentleman that wrote the January
6 1st letter?
7 A. Yes, Karl, someone from the
8 construction site of the house, as well as the
9 entire facilities committee: Mr. Brown,
10 Mr. Hinson, and Mr. Saunders. We were there for
11 several hours.
12 Q. And your recollection is this document
13 we've marked as Exhibit 7 is the punch list that
14 was compiled during that walk-through inspection?
15 A. Yes, um-hum.
16 Q. Now, at the time that this punch list
17 was prepared, was Fetter still intending to move
18 into the building once these items were addressed
19 or corrected?
20 A. Yes.
21 Q. All right. And the invoices -- and,
22 again, I understand your testimony about who got
23 what. But as far as the amount of the tenant
24 improvement invoice, was it Fetter's intention to
25 pay that amount once the items on the punch list

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1 contacted the attorney.
2 Q. And, again, don't tell me anything you
3 talked to your lawyer about. I just want to know
4 what you did, not what you all talked about.
5 A. What I did was I took it back to the
6 facilities committee and the full board. The full
7 board then agreed to move forward to pay them 50
8 percent of whatever work that was completed, and we
9 provided a letter to Chicora Life Center stating,
10 of the work that was completed, that we would
11 provide them 50 percent.
12 Q. And what was Chicora's response to
13 that?
14 A. We never heard any more.
15 Q. Do you remember when or about when it
16 was that that offer to pay 50 percent of the work
17 completed was made?
18 A. I don't have the letter, but we did
19 provide them something in writing to that effect,
20 provided that the building would be delivered to us
21 by April 1.
22 Q. And so it's your recollection that
23 Chicora Life never responded to the offer to pay 50
24 percent of the completed work and get delivery by
25 April 1 of '16?

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1 A. No, hum-urn.
2 Q. And I don't know that I have seen a
3 copy of that letter of correspondence. And so,
4 again, I don't know if --
5 A. We can provide you a copy of that
6 letter.
7 Q. All right.
8 A. It came from the approval of the board
9 via our attorney.
10 Q. That's what I was going to ask you. So
11 your recollection is the board approved that offer,
12 and Mr. Altman would have sent that letter?
13 A. Yes.
14 MR. ALTMAN: John, go off the record?
15 MR. MASSALON: Yeah, sure.
16 (Off-the-record conference.)
17 BY MR. MASSALON:
18 Q. Now, the documents here that we've
19 marked as Exhibit Number 8, have you seen those
20 before today?
21 A. No.
22 Q. Not before today, okay. Do you know if
23 anyone at Fetter, other than you, would have seen
24 those documents before today? And, again, don't
25 tell me anything about lawyers, just, you know, the

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1 of. All of these items needed to be addressed. So
2 it was not just a Certificate of Occupancy, but it
3 was with the upfitting of the suite.
4 Q. Now, the DHEC inspection, was that part
5 of the lease, or was that something that Fetter
6 just wanted?
7 A. Well, I'm not sure whether the lease
8 talks about whether or not --
9 Q. We've got documents all over the place.
10 A. We have documents -- I gave you back
11 your lease.
12 Q. Yes, ma'am.
13 A. That's not part of this particular
14 lease.
15 Q. Do you know if it was part of the
16 addendum, either one of the addendums?
17 A. No, not that I know of.
18 Q. So that wasn't a reason under the lease
19 not to occupy the premises and pay rent, that the
20 DHEC inspections had not been completed?
21 A. No.
22 Q. Now, aside from what the lease said, do
23 you know if DHEC actually came out at some point
24 and inspected and cleared the building?
25 A. Not to my knowledge.

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1 chief financial officer, if somebody else got them,
2 but you just didn't see them?
3 A. I didn't personally see them, but I
4 knew they existed.
5 Q. Okay. So would it be accurate to
6 understand that Fetter, through whoever it is, was
7 aware that the City of North Charleston had issued
8 a CO for the Fetter premises, a Certificate of
9 Occupancy for the Fetter premises, in December of
10 2015?
11 A. Again, it's multiple suites listed
12 here. All we knew is the building had gotten a
13 Certificate of Occupancy.
14 Q. Do you know who at Fetter was aware
15 that a CO had been issued?
16 A. Myself, the committee, and the board,
17 that there was a Certificate of Occupancy
18 available. However, one of the things I told Karl
19 was the punch list items that we talked about that
20 needed to be done, as well as -- because we were
21 actually going to run a medical facility in the
22 facility, we had to ensure that the building was up
23 to code for DHEC, the fire extinguishers, the fire
24 alarms, even the water coolers were all antiquated.
25 We didn't know whether these were safe to drink out

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1 Q. Okay. Have you or anybody that you
2 know of at Fetter checked to see if the DHEC
3 inspections had been completed?
4 A. We were -- right prior to me leaving,
5 we were having all of that done. We were
6 contacting DHEC. We were contacting -- we were
7 getting all of our licenses in place to occupy the
8 building, be able to put -- we had to get pharmacy
9 licenses. We had to get other regulations in
10 place. We were moving forward, and rapidly, like
11 little rabbits, because we had a deadline. We had
12 a deadline of May 1st to occupy the building.
13 Q. And did those licenses all get issued,
14 as far as you know?
15 A. I'm not sure.
16 Q. Okay. What was the May 1st deadline?
17 A. The May 1st deadline, we had gotten --
18 with federally-funded community healthcare centers,
19 you have to get authorization from HRSA, which is
20 our federal funders. This building was supposed to
21 have been occupied over a year. It had been
22 delayed. You get what you call an NIP number, an
23 authorization, federally-issued ID number, in order
24 to open a new clinic or a new facility. We had 120
25 days. They kept giving us extensions, extensions,

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1 extensions.
2 We notified them. I provided our
3 funders in Washington articles from The Post and
4 Courier talking about the delay of the project. I
5 provided them with documentation that it was not
6 Fetter's fault that we weren't moving in a timely
7 manner. It was delayed from the project and the
8 project manager's perspective. They gave us
9 another 120 days extension, and that extension
10 ended May 1st.
11 What that means is that once you lose
12 that license to open, you now have to reapply again
13 with your federal funders to occupy and open a new
14 site, which means you start all back over. So part
15 of that is that we hired grant writers. We paid as
16 much as 10 -- at least \$5000 to \$10,000 as a grant
17 writer to help us write proposals to open up new
18 facilities in areas. And so the whole process
19 would have to start back over again.
20 So our intent was to move in the
21 building, have the building in hand by April 1st,
22 and move in by May 1 of 2016.
23 Q. Fetter did move by May 1; right?
24 A. The building wasn't completed April 1.
25 Q. And my question is, I guess, a broader

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1 track of the exhibit numbers. Would you pull out
2 the punch list items for me, if you've got it?
3 A. I think you've got your punch list
4 items.
5 Q. I think that may be one you brought.
6 Is it in that stack? No? Give me a minute.
7 Here, it's Exhibit 7. Other than
8 Exhibit Number 7, do you know of any other punch
9 lists that have been -- well, any subsequent punch
10 lists that have been prepared by or for Fetter for
11 the premises in North Charleston?
12 A. As of the time I left on April the
13 11th, this was the punch list. Since then, I can't
14 tell you.
15 Q. Okay. All right. And would it be
16 accurate for me to understand that the only reason
17 that Fetter has not occupied that building in North
18 Charleston is because of its position that the
19 punch list items have not been properly completed?
20 A. As of February 6th, 2016, that the work
21 was not completed.
22 Q. Yeah, but my question is, as of today,
23 You're the 30(b)(6) representative of Fetter. And
24 my question is, as we sit here today, is the only
25 reason that Fetter has not occupied the North

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1 one than that. Did Fetter move anywhere on May 1?
2 A. No.
3 Q. So your facility is still in the same
4 place in Union Heights as it was --
5 A. That facility, yes.
6 Q. And did Fetter move any of its other
7 facilities following or in anticipation of this May
8 1 deadline anywhere?
9 A. No.
10 Q. All right. Now, assume for me, if you
11 would, for purposes of this question, that all the
12 items on the punch list are completed by Chicora
13 Life. Is Fetter still prepared to move in to the
14 building if all the punch list items --
15 A. I'm not authorized to answer that
16 because I'm no longer a part of Fetter, neither
17 interim CEO, nor on the board.
18 Q. Do you know -- if I wanted to get an
19 answer to that question, do you know who I could
20 ask?
21 A. You can ask the CEO, Aretha Jones.
22 Q. Anybody else that I could ask?
23 A. She would be the person that you would
24 speak to.
25 Q. Okay. And other than in -- I've lost

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1 Charleston building and started paying rent is
2 because its position is the punch list hasn't been
3 completed?
4 A. As of April of 2016, the only reason we
5 did not occupy the building during my tenure was
6 because the building was not completed with all the
7 repairs and upfitting in accordance with the
8 contract, as of April 2016, is the reason why we
9 are not in the building.
10 Q. Does that mean that you don't know as
11 of today whether that is still the position or not?
12 A. I don't know.
13 Q. Again, if I wanted to know the answer
14 to that question, who would I ask?
15 A. Aretha Jones.
16 Q. During your term on the board or as
17 interim CEO, did Fetter have any communications
18 with representatives of Charleston County about its
19 lease or the progress of the upfit or its occupancy
20 plans or anything like that?
21 A. When you say any communications, what
22 do you mean? Formal communications?
23 Q. Well, let's start with direct
24 communications, meaning either you contacted
25 somebody with the County of Charleston or they

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1 contacted you by phone, fax, e-mail, letter.
2 A. I did speak with someone at DHEC,
3 Mental Health, and the County Administrator.
4 Q. You said DHEC, County Administrator
5 and...
6 A. And Mental Health. We were all working
7 like little rats trying to get in the building.
8 Everybody said everybody was going in the building,
9 so we all were going in the building.
10 Q. And what was the purpose of those
11 communications?
12 A. Well, the purpose of those
13 communications was that we wanted to know --
14 because we couldn't hear anything. The contractors
15 had moved off the premises. There was nobody
16 working in the building. The building was -- I saw
17 a person walking through the building one day. I
18 believe he represented the County. He said they
19 had a 55-page punch list items that needed to be
20 completed. I asked them how their punch list was
21 going. They said nothing was moving forward on
22 their punch list, so we were just basically
23 talking. But all intentions were -- to my
24 understanding, was that everybody was moving
25 forward going in the building.

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1 remember who you talked to there?
2 A. I think it was Ms. Brown.
3 Q. Again, just because the last name is
4 kind of common, can you help me out with the first
5 name?
6 A. Deborah, Deborah Brown -- Blalock,
7 Blalock.
8 Q. Blalock?
9 A. Deborah Blalock. I'm bad with names.
10 MR. BLACKBURN: Chanda Brown is the
11 director at DAODAS.
12 THE WITNESS: Okay. I know there was a
13 Brown, but I didn't talk to DAODAS.
14 BY MR. MASSALON:
15 Q. Do you remember, were you the one that
16 attended the County Council meetings?
17 A. Yes.
18 Q. That was you?
19 A. Um-hum.
20 Q. And do you remember when or about when
21 that was?
22 A. I know it was in February -- it was in
23 probably February, March.
24 Q. 2016?
25 A. Um-hum.

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1 Q. Okay. And was that an ongoing series
2 of communications, or was it just a phone call or
3 an e-mail, hey, what's going on with your space?
4 A. It wasn't ongoing, no.
5 Q. I'm sorry?
6 A. It was not.
7 Q. Not ongoing, okay.
8 A. I did attend a couple of the County
9 Council meetings to hear what the County Council
10 was doing. So we did attend to hear what was
11 happening with the County as well by attending
12 County Council meetings.
13 Q. Now, the person at DHEC, do you know
14 who that was?
15 A. I don't remember. Out of sight out of
16 mind. I've been gone since April of last year.
17 Q. How about the County Administrator, who
18 was that?
19 A. I don't know who that guy was. He had
20 a 55-page punch list item. I'm not sure who he
21 was.
22 Q. But it wasn't the County Administrator;
23 it was somebody in that on office?
24 A. In that office, yes.
25 Q. How about Mental Health, do you

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1 Q. That's a yes?
2 A. Yes.
3 MR. MASSALON: All right. If you could
4 give me just a couple of minutes, Mr. Blackburn may
5 have noticed something that I skipped. So I might
6 have a follow-up question or two.
7 (A recess transpired.)
8 BY MR. MASSALON:
9 Q. Just a couple of more things, and I'll
10 be done. To your knowledge, Ms. Jordan, did Fetter
11 ever provide Chicora Life with a notice of default
12 or a notice of default and demand a cure under the
13 lease or any of the amendments to the lease?
14 A. It's my understanding, to the best of
15 my knowledge, we did provide a letter via our
16 attorney with deadlines that they were -- that it
17 had not been completed. And in the letter you will
18 find that we also said, if for some reason you're
19 not completed by X date, that we are going to begin
20 to penalize them for not completing in a timely
21 manner the work that needed to be done.
22 Q. Okay. Do you remember when or about
23 when that was?
24 A. No.
25 Q. All right. Do you remember who the

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1 letter was addressed to?

2 A. No, but I know where it came from. It

3 came from Attorney Sam Altman's office.

4 Q. Okay. What is Fetter's position on the

5 status of the lease today?

6 A. Again --

7 MR. ALTMAN: I object to the form of

8 the question.

9 MR. MASSALON: Again, now, we asked for

10 a 30(b)(6) witness to testify about the lease.

11 MR. ALTMAN: We can get Ms. Jones here

12 for you as well.

13 MR. MASSALON: Again, I just want her

14 to answer the question. I think if she can't, she

15 can't.

16 THE WITNESS: I don't know.

17 BY MR. MASSALON:

18 Q. In preparing for the deposition today,

19 did you do anything to ascertain what Fetter's

20 current position on the status of the lease was?

21 A. No.

22 Q. Did you talk to anybody on the current

23 board or current CEO about that?

24 A. No.

25 Q. Did you review any documents, again not

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RUTH JORDAN 30(B)(6) - EX. BY MR. ALTMAN

1 been completed at the time you left the position of

2 temporary CEO?

3 A. No, sir.

4 Q. Would you look at Section 26? It's on

5 page 13 of Exhibit Number 2.

6 A. Subordination or non-disturbance --

7 Q. Have you been provided with the

8 non-disturbance agreement? Are you familiar with

9 what a non-disturbance agreement is?

10 A. Yes.

11 Q. Tell us what that is.

12 A. A non-disturbance agreement is, and

13 according to this, landlord shall provide the

14 tenants with a non-disturbance agreement in regard

15 to any financing that it obtains from any lender.

16 The form of the non-disturbance agreement shall be

17 that utilized the lender. The lender shall

18 acknowledge that in the event of a default by the

19 landlord, the occupancy of the premises by the

20 tenant shall not be disturbed, as long as the

21 tenant is not in default in any of the terms or

22 conditions of the lease.

23 Q. Did you receive -- during the time you

24 were a member of the board or interim CEO, did you

25 receive a non-disturbance agreement from the

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RUTH JORDAN 30(B)(6) - EX. BY MR. ALTMAN

1 with Mr. Altman or at his request, but

2 independently, did you review any documents to

3 ascertain Fetter's current position on the status

4 of the lease?

5 A. No.

6 MR. MASSALON: All right. I think

7 that's all I've got. Thank you.

8 EXAMINATION

9 BY MR. ALTMAN:

10 Q. Ms. Jordan, I'm going to refer you to

11 Exhibit Number -- Plaintiff's Exhibit Number 2, and

12 why don't you read into the record paragraph number

13 3.

14 A. Non-occupancy of improved space. In

15 the event tenant does not occupy the space

16 designated herein, all interior finishing costs

17 become due and payable upon billing by landlord;

18 provided, however, if tenant's failure to occupy

19 the premises is due to landlord's failure to

20 complete improvements or to perform any other

21 obligation set forth herein, then tenant's

22 obligation to pay interior finishing costs pursuant

23 to this section shall be excused or waived.

24 Q. Had the improvements that the landlord

25 was supposed to go ahead and complete, had they

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1 landlord?

2 A. We have not.

3 MR. ALTMAN: That's all the questions I

4 have.

5 EXAMINATION

6 BY MR. MASSALON:

7 Q. During your time as board member of

8 Fetter as CEO, did you or the board ever ask for a

9 non-disturbance agreement?

10 A. Yes.

11 Q. When or about when was that?

12 A. That was during -- I'm not sure exactly

13 the timeline, but we did.

14 Q. Was there an event that made you ask

15 for that, or is this something you asked for in the

16 normal course?

17 A. It was -- it was during the period of

18 us occupying the building, wanting to insure that

19 we did not -- once moving in the building, would

20 not be subject to being thrown out because of lack

21 of payment or anything on the behalf of the

22 landlord.

23 Q. Did you get any response or no

24 response?

25 A. We did not receive it.

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1 Q. Let me ask what hopefully will be a
2 better question. When you asked for it, did you
3 hear nothing from the landlord, or did you get back
4 a response that said we're not going to provide it?
5 A. We didn't hear anything.
6 MR. MASSALON: Okay. All right. Thank
7 you. That's it.
8 (The witness, after having been advised
9 of her right to read and sign this transcript,
10 waives that right.)
11 (The deposition was concluded at 11:58
12 a.m.)
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CERTIFICATE OF REPORTER

1 I, Janice N. Shepherd, Registered
2 Professional Reporter and Notary Public for the
3 State of South Carolina at Large, do hereby certify
4 that the foregoing transcript is a true, accurate,
5 and complete record.
6 I further certify that I am neither
7 related to nor counsel for any party to the cause
8 pending or interested in the events thereof.
9 Witness my hand, I have hereunto
10 affixed my official seal this 9th day of January,
11 2017, at Charleston, Charleston County, South
12 Carolina.
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Janice N. Shepherd, RPR, CSR
My Commission expires
October 10, 2024

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F

CHICORA LIFE CENTER, L.C.
C/O DURBANO PROPERTIES, L.C.
476 W. Heritage Park Blvd., #200
Layton, Utah 84041

BASIC LEASE INFORMATION

Date: August 4th 2014

Landlord: Chicora Life Center, L.C.

Tenant: Franklin C. Fetter Family Health Center, Inc. AKA
The Fetter Clinic

Article 1 Premises: Former Charleston Naval Hospital at
3600 Rivers Avenue, North Charleston, SC 29405
of which approx. 8,772 Net Rentable Sq. Ft. ("RSF")
is leased to Tenant. See Exhibit "A"

Article 2 Term Commencement Per Article 4

Article 2 Term / Expiration 5 years

Article 4 Monthly Rental: \$13.00 base rent per RSF, with the Monthly Rental
amount adjusted annually indexed to the CPI for all
Urban Consumers South Region, but with the
increase each year to be not less than 1.5%, as
specified in Exhibit C

Article 5 Direct Operating Expense Per Article 5 calculation, but not to exceed \$6.50 per
square foot for the period prior to December 31,
2014

Article 33 Security Deposit \$17,000.00 (Seventeen Thousand Dollars)

Article 35 Tenants Address for
Notices: Reuben J. Pettiford
51 Nassau St.
Charleston, SC 29403

Article 40 Exhibit and Addenda: A - Pictorial of Lease Premises
B - Improvements to Premises
C - Rental Amounts for Premises
D - Rules and Regulations of Premises

Article 50 Tenant Improvements: As specified in Exhibit B

The provisions of the Lease identified in the margin are those provisions where reference to particular Basic Lease Information appear. Each such reference shall incorporate the applicable Basic Lease Information. In the event of any conflict between any Basic Lease Information and the Lease, the Lease shall control.



TENANT:

FRANKLIN C. FETTER FAMILY
HEALTH CENTER INC. AKA
THE FETTER CLINIC

By: [Signature]

Title: CFO

Date: 8/4/14

By: _____

Title: _____

Date: _____

LANDLORD:

CHICORA LIFE CENTER, LC

By: [Signature]

Title: Manager

Date: 8/5/14

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53.	MEDIATION.....	- 19 -

**LEASE FOR
FRANKLIN C. FETTER FAMILY HEALTH CENTER INC.
AKA THE FETTER CLINIC**

THIS LEASE, dated 8/4/14, 2014, is entered into by and between Chicora Life Center, LC, as Landlord, and Franklin C. Fetter Family Health Center, Inc., aka The Fetter Clinic as Tenant.

1. PREMISES

(a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and subject to the agreements, conditions and provisions hereinafter set forth, to each and all of which Landlord and Tenant hereby mutually agree, those certain premises (the "Premises") shown outlined on Exhibit A attached hereto and situated at 3600 Rivers Avenue, North Charleston, South Carolina, specified in the Basic Lease Information and Exhibit A attached hereto, and consisting of approximately 8,772 square feet of Rentable Area. As used in this Lease, the term "Building" means that certain real property located at the above-mentioned address and the building constructed thereon, consisting of a 10 story former naval hospital building consisting of a total of 365,717 total rentable square feet of which the Premises is a part.

(b) The Premises shall include the appurtenant right to use, in common with others, the lobbies, entrances, stairs, elevators, restrooms, parking areas, driveways, and other public portions of the Building. All of the outside walls and windows of the Premises and any space in the Premises used for shafts, stacks, pipes, conduits, ducts, and electric or other utilities, sinks, or other Building facilities, and the use thereof and access thereto through the Premises for the purposes of operation, maintenance and repairs, are reserved to Landlord.

2. TERMS, COMPLETION OF IMPROVEMENTS

Wherever in this Lease the word "term" appears, it shall include any extension of the primary term pursuant to the provisions of this Lease as well as any renewal agreement or holdover period. The term of this Lease shall commence and, unless sooner terminated as hereinafter provided, shall end on the dates respectively specified in the Basic Lease information. Tenant takes the Premises "AS IS" except as described in Exhibit B, with Tenant to receive delivery of the Premises after satisfactory completion of the Tenant Improvements by Landlord. All Tenant Improvements contemplated prior to Tenant's occupancy are to be done by and at the expense of the Landlord as described in Exhibit B and subject to the Budget Cap. See Exhibit B for further details regarding Tenant Improvements, if any.

3. NON-OCCUPANCY OF IMPROVED SPACE

In the event Tenant does not occupy the space designated herein, all interior finishing costs become due and payable upon billing by Landlord; provided, however, that if Tenant's failure to occupy the Premises is due to Landlord's failure to complete improvements or to perform any other obligation set forth herein, then Tenant's obligation to pay interior finishing costs pursuant to this Section 3 shall be excused or waived.

4. RENTAL

Upon completion of the Tenant Improvements as provided herein and the issuance of a certificate of occupancy the term of this Lease shall commence (the "Term Commencement"), which shall occur by November 1, 2014. Tenant shall pay to Landlord, as rental for the Premises, those monthly amounts specified in Exhibit C and in the Basic Lease Information (subject to adjustment as provided in Article 5). Tenant will, upon the execution of the Lease, pay its first month's Monthly Rental as specified herein and in paragraph 5 and Exhibit C. Tenant shall pay the Monthly Rent as defined and detailed in Exhibit C in advance and continuing thereafter on the first day of each and every calendar month of the Term of this Lease. In the event the term of this Lease commences on a day other than the first day of a calendar month, then the monthly rental for the first and fractional months of the term hereof shall be appropriately prorated. Rent shall be paid to Landlord, without deduction, abatement, counter claim, offset, or demand, in lawful money of the United States of America, at 476 W. Heritage Park Blvd., Suite 200, Layton, Utah 84041 or to such other person or at such other place as Landlord may from time to time designate in writing, except as expressly authorized in this Lease. If any such rental payment is not received by Landlord within ten (10) days of the date such rental payment is due, an additional amount equal to ten percent (10%) of such delinquent rental payment shall become due and payable. Tenant recognizes that such additional amount is necessary to reimburse Landlord for its loss of use of rental fees as well as to compensate Landlord for the added administrative, legal and bookkeeping expenses resulting from such delinquent rental payment.

5. DIRECT OPERATING EXPENSE

Tenant shall monthly pay to the Landlord, in addition to the Monthly Rental, one twelfth (1/12) of the annual Direct Operating Expenses. Landlord shall endeavor to give Tenant on or before the first day of March or as soon thereafter as possible following the close of any calendar year for which reimbursable excess Direct Operating Expenses are due under this paragraph, an invoice to Tenant for the reimbursable excess Direct Operating Expenses. If Landlord fails to deliver to Tenant an accounting of the excess Direct Operating Expenses on or before March, this shall not constitute a waiver by Landlord of its rights to receive reimbursement for excess Direct Operating Expenses, nor will it be considered an event of default by Tenant.

During the term of this lease for those amounts not paid directly by Tenant for Direct Operating Expenses, then Tenant shall pay to Landlord monthly in advance and every month during the term, one-twelfth (1/12) of the amount of such reimbursable excess operating expenses as estimated by Landlord in advance and in good faith, to be due from the Tenant. Such excess shall be paid on the first of each month together with and in addition to the rent called for by Article Four and as detailed in Exhibit C. If the invoice delivered at the close of a calendar year in accordance with this Article 5 shows an amount owing by Tenant that is less than the sum of the monthly payments made by Tenant in the previous calendar year, the invoice shall show a credit of the excess by Landlord to Tenant. If such invoice shows an amount owing by Tenant which is more than the sum of the monthly payments made by Tenant in the previous calendar year, Tenant shall pay such deficiency to Landlord within 10 days after receipt of the invoice. Even though the term may have expired and Tenant has vacated the Premises when the final determination is made of Tenant's excess operating expenses for the year in which this Lease terminates, Tenant shall pay immediately any increase due over the amount already paid by Tenant. Landlord shall have the right to withhold an amount from Tenant's security deposit which represents an actual or estimated share of direct expenses until actual or estimated payment has been made by Tenant.

The term "Direct Operating Expense(s)" means the Net Rentable Area multiplied by the cost per rentable square foot of all direct costs of operation and maintenance of the Premises, detailed in paragraph 7 (Services) and as determined by standard accounting practices, and shall include the following costs by way of illustration, but not be limited to: Maintenance, including but not limited to routine (i.e., minor) repairs or maintenance of structural, electrical, plumbing, or HVAC systems; common area janitorial services, security, and dumpster services; pest control, lawn and landscaping services, elevator services, fire protection and sprinkler maintenance services; costs of maintaining parking and common areas, and any other service generally considered maintenance; All Utilities: electricity, gas, water, and sewer service; All Taxes and Fees: real property taxes and assessments, solid waste user fees, etc.; and Administrative Fees: legal and accounting services and Building staff and management fees. In calculating the actual costs of Operation and Maintenance of the Premises, Administrative Fees shall be capped at \$00.75 per square foot, subject to annual adjustment based on the CPI for all Urban Consumers South Region.

Direct Operating Expenses shall not include those expenses which are paid directly or separately by proceeds of insurance, or Tenant or any third party by way of separate metering or otherwise; and depreciation of the building of which the Premises are a part and the equipment therein, loan payment, or real estate broker's commission. Direct Operating Expenses shall also not include Landlord's Capital Improvements to the following: structural components of the Premises; HVAC, mechanical, electrical, plumbing (hereinafter "Major Systems"). As used herein, Capital Improvements includes, by way of illustration, costs which replace the Major Systems or restore the Major Systems to "like new" condition or extend their useful life (as opposed to ongoing maintenance to keep the Major Systems in efficient operating condition and realize their useful life), and costs which improve the efficiency or quality of the Major Systems, increase the strength or capacity of the Major Systems, or fix a defect or design flaw in the Major Systems.

Notwithstanding the foregoing, the estimated cost per rentable square foot of all direct costs of operation and maintenance of the Premises (for purposes of calculating Direct Operating Expense above) shall not exceed six dollars and fifty cents (\$6.50) per rentable square foot for the period beginning upon Term Commencement and ending December 31, 2014. Landlord represents that it has examined all estimated direct costs, and believes that the figure of six dollars and fifty cents (\$6.50) represents the cost of the operation and maintenance of the Premises. However, in order to provide protection for both parties, there may be a need (which the Landlord has reserved), to increase the per square foot cost based on actual and direct costs incurred in the operation and maintenance of the Premises. Therefore, beginning January 1, 2015, the Direct Operating Expense shall be based on the actual direct costs of operation and maintenance of the Premises.

Tenant may at their sole cost and expense audit Landlord's books and records relating to operating expenses of the building. If Tenant does not request an audit within six (6) months after Landlord has issued an Invoice/Statement to Tenant for Excess Direct Operating Expenses, such right to request an audit is waived or otherwise forfeited.

Landlord and Tenant both agree that the "Net Rentable Area" of the premises is approximately 8,772 rentable square feet and the Net Rentable Area of the entire Building that the Premises is part of totals approximately 365,717 rentable square feet. Tenants pro rata share of the entire building and Direct Operating Expenses shall be 2.4%.

6. USE

The Premises may be used by Tenant for the provision of health care services and related uses. Tenant shall not do or permit to be done in or about the Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants of the Building, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises or commit or suffer to be committed any waste in, on or about the Premises.

Tenant shall not be allowed to use the name of the Building in which the demised Premises are located, or words to that effect, in connection with any business carried on in said Premises (except as Tenant's address) without written consent of Landlord.

7. SERVICES

(a) Landlord shall maintain the public and common areas of the Premises, to include but not limited to: the lobbies, stairs, elevators, corridors and restrooms in reasonably good order and condition as part of Direct Operating Expenses. In addition, Landlord shall be solely responsible for the Capital Improvements of the Building when necessary at no cost to the Tenant.

(b) Landlord shall furnish the Premises with (i) electricity sufficient to provide power for the uses for which Tenant shall occupy the Premises, but not including special lighting or electrical equipment in excess of building standard improvements. It is not currently anticipated that Tenant's intended uses will necessitate installation of special lighting or electrical equipment, but in the event that installation of special lighting or electrical equipment requires additional air conditioning capacity above that provided by the building standard improvements, then the additional air conditioning installation and operating costs shall be paid by Tenant as may be mutually agreed, (ii) heat and air conditioning to the extent reasonably required for the comfortable occupation of the Premises during reasonable and usual business hours of Tenant's occupancy; (iii) Tenant shall pay any cleaning and janitorial costs attributable to the Leased Premises separate and apart from the Operating Expenses; and (iv) security for the building; Landlord shall not be liable to Tenant for losses due to theft or burglary, or for damages done by unauthorized persons in or about the building, but Landlord will be liable for damages caused by Landlords' negligence and the negligence of its' employees and representatives. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the rental herein reserved be abated by reason of (1) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (2) failure to furnish or delay in furnishing any such services when such failure or delay is caused by accident or any condition beyond the reasonable control of Landlord or by the making of necessary repairs or improvements to the Premises or to the Building, or (3) the limitation, curtailment, rationing or restrictions on use of water, electricity, gas or any other form of energy serving the Premises or the Building. Nevertheless, Landlord shall use all reasonable efforts to remedy any interruption in the furnishing of such services, and in particular to avoid disruption of any 24 hour 7 days per week inpatient services provided by Tenant. If, notwithstanding all reasonable efforts to remedy any interruption in the furnishing of such services, the Premises are not habitable for Tenant's use for a period in excess of 72 hours the Tenant's rental will be abated until the Premises are

habitable and if the Premises are not habitable in excess of 30 days, and it is within the control of Landlord to remedy, then Tenant may elect to terminate this Lease by written notice to Landlord. Landlord to notify Tenant immediately of any real or threatened interruption in power or other service to the Premises or Building.

(c) It is understood that Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from commercially reasonable interruption. Tenant acknowledges that any one or more such services may be suspended or reduced by reason of accident or repairs, alterations or improvements necessary to be made, by strikes or accident or by any cause beyond the reasonable control of Landlord, or by orders or regulations of any federal, state, county or municipal authority, subject to Tenant's remedies of rental abatement and termination stated in the foregoing paragraph and paragraph 11. Except as provided herein, any such interruption or suspension of services shall never be deemed an eviction of the demised premises or any part thereof, or render Landlord liable to Tenant for damages. Landlord will use its best reasonable efforts in the event of a strike to secure parties not involved in the labor dispute to provide minimum services for cleaning restrooms, waste removal, and janitorial services for the common areas. If such interruption or suspension results in Tenant's inability to conduct business or provide its' usual and customary services for a period exceeding seventy-two (72) hours, then Tenant shall receive an abatement of rent during such interruption or suspension, but Landlord shall not be liable to Tenant for lost profits or loss of business resulting therefrom.

(d) Tenant shall notify Landlord of any need for an increase in power usage. Failure to do so and should an increase in usage of power by Tenant be recognized by Landlord, it shall be deemed that the increased amount of usage shall have been initiated the first day of occupancy of premises by tenant.

(e) Whenever heat generating machines or equipment or lighting other than building standard lights are used in the Premises by Tenant which affect the temperature otherwise maintained by the air conditioning system, Landlord shall have the right to install supplementary air conditioning units in the Premises, and the cost thereof, including the cost of installation and the cost of operation and maintenance thereof, shall be paid by Tenant to Landlord upon billing by Landlord. If Tenant installs lighting required power in excess of that required for normal office use as determined by Landlord in the Building or if Tenant installs equipment requiring power in excess of that required for normal desk-top office equipment or normal copying equipment as determined by Landlord, Tenant shall pay to Landlord upon billing for the cost of such excess power as additional rent, together with the cost of installing any additional Users or other facilities that may be necessary to furnish such excess power to the Premises.

8. ALTERATIONS

(a) Tenant will not make or suffer to be made any alterations, additions or improvements to or of the Premises or any part thereof, or attach any fixtures or equipment thereto, without first obtaining Landlord's approval. Any alterations, additions or improvements (except the initial improvements covered by Exhibit B) to the Premises consented to by Landlord shall be made by Tenant at Tenant's sole cost and expense, and any contractor or other person selected by Tenant to make the same shall be subject to Landlord's prior written approval. All alterations, additions, fixtures and improvements, including all improvements made pursuant to Exhibit B, whether temporary or permanent in character, made in or upon the Premises either by Tenant or Landlord, shall immediately become Landlord's property and, at the end of the term hereof, shall remain on the Premises without compensation to Tenant, except for Tenant's trade fixtures, equipment, furniture panels and other items Tenant may provide to Landlord in writing.

(b) Any alteration, addition, or improvement shall, when completed, be of such a character as not to lessen the value of the Premises or such improvements as may be then located thereon. Any alteration, addition or improvement shall be made promptly and in a good workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governments, departments, commissions, boards and offices. The costs of any such alterations, addition or improvement shall be paid by Tenant, so that the Premises will be free of liens for services performed, labor and material supplied or claimed to have been supplied. Before any alteration, addition or improvement shall be commenced, Tenant shall pay the amount of any increase in premiums on insurance policies (provided for under this Lease) on account of endorsements to be made thereon covering the risk during the course of such alteration, addition or improvement.

9. LIENS

Tenant shall keep the Premises and the Building free from any mechanics' and/or materialmen's liens or other liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Tenant shall notify Landlord in writing at least seventy-two (72) hours before any work or activity is to commence on the Premises which may give rise to such liens and Landlord shall have the right to post and keep posted on the Premises any notices that maybe provide by law or which Landlord may deem to be proper for the protection of Landlord, the Premises and the Building from such liens.

10. REPAIRS

Unless Tenant notifies Landlord in writing at the time of delivery stated in paragraph 2 and 11 hereunder, Tenant accepts the Premises as being in the condition in which Landlord is obligated to deliver the Premises. Landlord will reasonably maintain the Premises for Tenant's quiet enjoyment and habitability such that they may be occupied and utilized for their intended purpose by Tenant, including maintenance of the structural soundness of the Premises and maintenance of the electrical, HVAC, or other systems necessary to furnish the Premises with the services paid for by Tenant as Direct Operating Expenses. Tenant shall, at all times during the term hereof and at Tenants sole cost and expense keep the Premises and every part thereof in good condition and repair, excepting ordinary wear and tear, insured casualty, damage thereto by fire, earthquake, act of God or the elements excepted, and except as expressed in paragraph 7 of this Lease, Tenant hereby waiving all rights to make repairs at the expense of Landlord in lieu thereof or to vacate the Premises as provided by law, statute or ordinance now or hereafter in effect. Tenant shall at the end of the term hereof surrender to Landlord the Premises and all alterations, additions and improvements thereto in the same condition as when received, ordinary wear and tear and damage by fire, earthquake, act of God or the elements excepted. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof, except as may be specified in Exhibit B. No representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant, except as specifically herein set forth.

11. DESTRUCTION OR DAMAGE

(a) If the Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard fire and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control,

repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction.

(b) If the Premises or the Building shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard fire and casualty policies, then Landlord or Tenant may terminate this Lease or elect to repair such damage or rebuild the Premises. Within thirty (30) days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Premises, Landlord shall perform such repair or rebuilding as provided in Subsection 11 (a) above, and rent shall be abated proportionately as provided in Subsection 11 (f) below. If Landlord elects not to repair or rebuild, the Lease shall terminate without further notice and all further obligations of both parties hereunder shall cease (other than those which shall theretofore have accrued), effective as of the date on which Tenant ceases doing business in the Premises.

(c) If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) days following the date of the casualty, then Tenant, upon not less than thirty (30) days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect nor impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.

(d) During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's business in the Premises to the extent reasonably practicable from the standpoint of good business practice.

(e) During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenant's employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Premises, Tenant's rent shall be appropriately abated for that part of the Premises rendered unusable for the conduct of Tenant's business. Such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord or Landlord's repairs and/or rebuilding of the Premises, as required by this Lease.

12. SUBROGATION

Landlord and Tenant shall each, prior to or immediately after the execution of this Lease, procure from each of their insurers under all policies of fire, theft, public liability, workmen's compensation (or any alternative permitted by applicable law) and other insurance now or hereafter existing during the term hereof and purchased by either of them insuring or covering the Building or any portion thereof or operations therein, a waiver of all rights of subrogation which the insurer might otherwise, if at all, have against the other.

13. INDEMNIFICATION

Notwithstanding provisions of this Lease to the contrary, Landlord and Tenant hereby waive all claims against each other, its agents, employees and contractors for damage to any property or injury to or death of any person in, upon or about the Premises arising at any time and from any cause other than reason of the primary negligence, gross negligence, reckless or intentional conduct, or misconduct of Landlord or Tenant, its agents, employees or contractors. The foregoing indemnity obligation of Tenant and Landlord shall include reasonable attorney's fees, investigation costs and all other reasonable costs and expenses incurred by Landlord or Tenant from the first notice that any claim or demand is to be made or may be made. The provisions of this paragraph 13 shall survive the termination of this Lease with respect to any damage, injury or death occurring prior to such termination.

14. COMPLIANCE WITH LEGAL REQUIREMENTS

Landlord and, to the extent applicable, Tenant, shall, at each parties respective cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, with the requirements of any board of fire underwriters or other similar body now or hereafter constituted, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as the provisions of all recorded documents affecting the Premises, insofar as any thereof relate to or affect the condition, use or occupancy of the Premises, excluding requirements of structural changes not related to or affected by improvements made by Tenant or Tenant's acts. Landlord represents that at the time of delivery of the Premises, the Premises will be free of hazardous waste, toxic materials, and asbestos, and indemnifies Tenant against all claims, damages, expenses, and fees resulting from the presence or discharge thereof.

15. INSURANCE

Tenant shall, prior to occupancy, and throughout the Term of this Lease, obtain and maintain at its own cost and expense from a qualified insurance company licensed to do business in South Carolina, acceptable to Landlord, with a Moody's or Best's rating of A or better, standard insurance in the amount set forth below, naming Landlord as additional insured. Tenant agrees to indemnify, defend and hold harmless Landlord from and against any and all claims and demands (except to the extent such results from the negligence of Landlord), during the Term of this Lease or during any period in which Tenant may have been given access to the Premises, arising out of or in connection with; any accident, injury or damage whatsoever caused to any person or property arising out of Tenant's activity conducted in the Premises. The policies shall provide for thirty (30) days' notice to Landlord from the insurers by mail, return receipt requested, in the event of any modification, cancellation, or termination of coverage thereof. Contemporaneously with the execution of this Lease, Tenant agrees to furnish Landlord with a certificate of insurance evidencing all such insurance coverage, to be delivered with a statement by Tenant that such insurance is in full force and effect and evidence that the applicable premiums have been paid in full.

<i>Property</i>	Coverage for all personal property and equipment.
<i>General Liability</i>	One Million (\$1,000,000) per occurrence / Two Million (\$2,000,000) general aggregate combined single limit, with a deductible amount not to exceed Ten Thousand Dollars (\$10,000), for each single occurrence for commercial general liability insurance, bodily injury and/or for property damage, as well as product liability, non-owned and hired automobile liability, contractual liability (written and oral, personal injury and advertising liability).
<i>Umbrella Liability</i>	Umbrella liability policy with limits of not less than Five Million (\$5,000,000).
<i>Workers' Compensation</i>	Workers' Compensation coverage in statutory limits and Employers Liability with minimum limits of \$500,000.

Tenant shall provide proof that payment for the insurance policy has been made initially and thereafter and that the policy has been renewed at least fifteen (15) days prior to the anniversary of the initial year of this lease.

Landlord shall receive from Tenant on or before the Effective Date of the Lease a certificate of insurance naming the Landlord, Chicora Gardens Holdings, LLC, and/or Chicora Live Center LC as additional insured. Insurance carrier shall be AM Best rated A or higher. Certificates of insurance together with evidence of payment of premiums therefore, shall be delivered to Landlord prior to the commencement date of the Lease. Not less than fifteen (15) days prior to the expiration date of any such policies, certificates of insurance evidencing of the renewals thereof (bearing notations evidencing the payment of renewal premium) shall be delivered to Landlord.

During the Term of the Lease Agreement, Landlord shall take out and maintain all customary insurance on the Premises, the Building, and the Leased Premises, as part of the Direct Operating Expenses, in such form as used by solvent insurance companies in the State of South Carolina. Landlord shall name and maintain Tenant as an additional insured on said policies and shall provide this information in writing to Tenant for the Lease Term. Landlord, as part of the Direct Operating Expenses, shall at all times during the term of the Lease, maintain:

- a. Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, Building or the Leased Premises; such insurance to be in the joint name of the Tenant and the Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain a "cross liability" and "severability of interest" clause so that the Landlord and Tenant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than \$1,000,000.00 combined single limit; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.

- b. Extended fire and extended coverage insurance on the Premises and Building on a replacement cost basis, subject to such deductions and exceptions as the Landlord may determine; such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situated, including, should Landlord so elect, insurance to cover any loss of rental income which may be sustained by Landlord.

Tenant may contact Landlord's insurer(s) or insurer(s)' agent(s) directly at any time regarding Landlord's coverage, coverage amounts, or other such relevant and reasonable issues related to this Lease. Landlord shall also require any subsequent purchaser of the Premises to carry the same coverages in the same amounts. Tenant must be advised immediately of any changes in required coverages.

16. ASSIGNMENT AND SUBLETTING

In the event Tenant should desire to assign or sublet the leased Premises, Tenant shall give Landlord written notice of such desire at least thirty (30) days in advance of the date on which Tenant desires to make such assignment or sublease. Landlord shall then have a period of thirty (30) days following receipt of such notice within which to notify Tenant in writing that Landlord elects either (i) to terminate this lease as to the space so affected as of the date so specified by Tenant, in which event Tenant will be relieved of all further obligations hereunder as to such space, or (ii) to permit Tenant to assign or sublet such space, subject, however, to prior written approval of the proposed assignee or that Tenant is of sound financial condition as determined by Landlord. If Landlord should fail to notify Tenant in writing of such election within said thirty (30) day period, Landlord shall have deemed to have waived option (i) above, but written approval by Landlord of the proposed assignee or Tenant shall be required. Failure by Landlord to approve a proposed Tenant or assignee shall not cause a termination of this Lease. Any other rent or other consideration realized by Tenant under any such sublease and assignment in excess of the rental payable hereunder, after amortization of the reasonable cost of tenant extra improvements for which Tenant has paid and reasonable subletting and assignment costs, shall be divided and paid ninety percent (90%) to Landlord and ten percent (10%) to Tenant. No assignment or subletting by Tenant shall relieve Tenant of any obligation under this Lease. Any assignment or subletting which conflicts with the provisions hereof shall be void.

17. RULES

RESERVED.

18. ENTRY BY LANDLORD

Landlord acknowledges that certain portions of the Premises may be occupied by confidential medical facilities and may not be accessed without prior permission. Tenant will designate the location of these confidential medical facilities and provide the same to Landlord in writing. Landlord shall not enter such designated locations without prior permission, otherwise Landlord may enter the Premises at reasonable hours, with advance consent of Tenant except in emergencies, to (a) inspect the same, (b) exhibit the same to prospective purchasers, lenders or tenants, (c) determine whether Tenant is complying with all of Tenant's obligations hereunder, (d) supply janitorial service and any other service to be provided by Landlord to Tenant hereunder, (e) post notices of non-responsibility and (f) make repairs required of Landlord under the terms hereof or repairs to any adjoining space or utility

service or make repairs, alterations or improvements to any other portion of the Building, but that all such work must be done as promptly as possible and, so as to cause as little interference to Tenant as reasonably possible. Landlord shall at all times have and retain a key with which to unlock all of the doors in, on or about the Premises (excluding Tenant's furniture and fixtures, vaults, safes and similar areas designated in writing by Tenant in advance); and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency in order to obtain entry to the Premises, and such entry to the Premises obtained by Landlord by any of said means, or otherwise shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any portion thereof.

19. EVENTS OF DEFAULT

The occurrence of any one or more of the following events ("Events of Default") shall constitute a breach of this Lease by Tenant: (a) if Tenant shall fail to pay any rental or other sum when and as the same becomes due and payable and such failure shall continue for more than 10 days after written notice of such failure is received by Tenant from Landlord; or (b) if Tenant shall fail to perform or observe any other term hereof or of the rules and regulations described in Paragraph 14, "Compliance with Legal Requirements," to be performed or observed by Tenant, such failure shall continue for more than 30 days after written notice thereof is received by Tenant from Landlord and Tenant shall not within such period commence with due diligence and dispatch the curing of such default, or, having so commenced, shall thereafter fail or neglect to prosecute or complete with due diligence and dispatch the curing of such default; or (c), Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file any answer admitting or shall fail timely to contest the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its properties; or, (d) if within 90 days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within 90 days after the appointment without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of any material part of its properties, such appointment shall not have been vacated; or (e) vacation or abandonment of the leased Premises for a continuous period in excess of thirty (30) business days unless rent is current; or (f) if this Lease or any estate of Tenant hereunder shall be levied upon under any attachment or execution against Tenant and such attachment or execution is not vacated within thirty (30) days.

20. TERMINATION UPON DEFAULT

If an Event of Default shall occur and Landlord desires to terminate this Lease, Landlord at any time after such Event of Default shall give a written termination notice to Tenant, and on the date specified in such notice (which shall be not less than thirty (30) days after the giving of such notice), and provided Tenant shall have failed to cure such default, Tenant's right to possession shall terminate and this Lease shall terminate, unless on or before such date all arrears or rental and all other sums payable by tenant under this Lease (together with interest thereon at the rate of 18% per annum) and all costs and expenses incurred by or on behalf of Landlord hereunder shall have been paid by Tenant and all other breaches of this Lease by Tenant at the time existing shall have been fully remedied to the satisfaction of Landlord. Upon such termination Landlord may recover from Tenant: (a) the unpaid rental which had been earned at the time of termination and future rental as it becomes due,

without acceleration, less any rental received by Landlord for reletting the Premises; (b) and any other amount necessary to compensate Landlord for all the actual damages proximately caused by Tenant's failure to perform its obligations under this Lease excluding any punitive, exemplary, or consequential damages. Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time thereafter. Landlord shall be obligated to make reasonable and diligent efforts to mitigate its damages by reletting the Premises at reasonable and current market rates in a timely manner.

21. CONTINUATION AFTER DEFAULT

Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect, provided that Landlord has neither taken possession nor relet the Premises, and as long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all of its rights and remedies under this Lease, including the right to recover the rental as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. If any fixture, equipment, improvement, installation or appurtenance which, as herein provided, shall be required to be removed from the building by Tenant specified therefore, then Landlord (in addition to all other rights and remedies to which Landlord may be entitled at any time) may, at its election by written notice to such effect to Tenant, deem the same has been abandoned by Tenant to Landlord, or Landlord may remove the same and restore the demised premises to its original condition at the expense of Tenant and Tenant shall reimburse Landlord for such expense, as additional rent within ten (10) days after written notice to Tenant of the amount of such expense.

22. OTHER RELIEF

The rights and remedies provided for Landlord and Tenant in this Lease are in addition to any other remedies available at law or in equity by statute or otherwise, except as expressly limited or waived under the provisions of this Lease.

23. LANDLORD'S RIGHT TO CURE DEFAULTS

Except as expressly stated in this Lease, all agreements and provisions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without any abatement of rental. If Tenant shall fail to pay any sum of money, other than rental, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder and such failure shall continue for 30 days after written notice thereof by Landlord, Landlord may, but shall not be obligated to do so, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Lease. All sums reasonably paid by Landlord and all necessary incidental costs shall be deemed additional rent hereunder and shall be payable to Landlord within ten (10) days of written demand, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of rental.

24. ATTORNEY'S FEE

Should any party hereto employ an attorney for the purpose of enforcing, constructing, or declaring rights under this Lease, or any amendment thereto, or any judgment based on this Lease, in any legal proceeding whatsoever, including bankruptcy, arbitration, declaratory relief or other litigation, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all reasonable attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not, and that such reimbursement shall be included in any judgment or final order issued in that proceeding. The "prevailing party" means the party determined by the court to most nearly prevail.

25. EMINENT DOMAIN

If all or any part of the Premises shall be taken or conveyed as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken as of the date Tenant no longer has possession of the part so taken, and, in the case of a partial taking, either Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Premises by written notice to the other within 60 days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Premises taken or conveyed shall be of such extent and nature as substantially to handicap, impede or impair Tenant's use of the balance of the Premises. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent awards or any interest therein whatsoever which may be paid or made in connection therewith, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise, provided that Tenant shall be entitled to any and all compensation, damages, income, rent or awards paid for or on account of Tenant's moving expenses, trade fixtures, equipment and any leasehold improvements in the Premises, the cost of which was borne by Tenant, to the extent of the then unamortized value of such improvements for the remaining term of the Lease. In the event of a taking of the Premises which does not result in a termination of this Lease, the monthly rental herein shall be apportioned as of the date of such taking or conveyance so that thereafter the rent to be paid by Tenant shall be in the ratio that the area of the portion of the Premises not so taken or conveyed bears to the total area of the Premises prior to such taking.

26. SUBORDINATION / NON-DISTURBANCE / ATTORNMENT

Landlord shall provide the Tenant with a Non-Disturbance Agreement in regard to any financing that it obtains from any lender. The form of the non-disturbance agreement shall be that utilized by the lender. The Lender shall acknowledge that in the event of a default by the Landlord, the occupancy of the Premises by Tenant, will not be disturbed, as long as Tenant is not in default in any of the terms or conditions of this Lease.

27. NO MERGER

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of all such subleases or subtenancies.

28. SALE

In the event the Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the Landlord, or such successor owner, under this Lease accruing thereafter shall remain, and only terminate to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease as new owner(s) and agrees in writing with the Tenant to accept all liabilities and obligations on the part of the Landlord to be binding upon the new owner.

29. ESTOPPEL CERTIFICATE

Provided that Tenant receives reasonable written assurances from Landlord and a prospective purchaser, mortgagee or beneficiary under any deed of trust of the Premises that Tenant's right to quiet possession of the Leased Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of the Lease, then Tenant shall, at any time and from time to time but on not less than 10 days prior written request by Landlord, execute, acknowledge and deliver to Landlord, promptly upon request, a certificate certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification), (b) the date, if any, to which rental and other sums payable hereunder have been paid, (c) that no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in said certificate and (d) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser, mortgagee or beneficiary under any deed of trust of the Building or any part thereof, as an estoppel without liability of Tenant.

30. NO LIGHT, AIR OR VIEW EASEMENT

Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Building shall in no way affect this Lease or impose any liability on Landlord.

31. HOLDING OVER

If, without objection by Landlord, Tenant holds possession of the Premises after expiration of the term of this Lease, Tenant shall become a tenant from month to month upon the terms herein specified, but at a monthly rent amount equivalent to 150% the gross rent being paid (starting 60 days after the expiration of the term of this Lease) at the end of the term of this Lease pursuant to all the provisions of Articles 4 and 5 paid by Tenant at the expiration of the term of this Lease, which month to month rent amount shall be payable in advance on or before the tenth day of each month.

32. ABANDONMENT

Tenant shall not be considered to have abandoned or vacated the Premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the space or not, unless Tenant gives notice of termination if and as allowed by this Lease.

33. SECURITY DEPOSIT

Tenant will, upon the execution of the Lease, pay its first month's Monthly Rental as specified in Exhibit C; in addition, Tenant will deposit with Landlord the sum of Seventeen Thousand Dollars (\$17,000.00) as specified herein and in the Basic Lease Information (the "Deposit"). The Deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the provisions of this Lease to be performed or observed by Tenant. In the event Tenant fails to perform or observe any of the provisions of this Lease to be performed or observed by it, then, at the option of the Landlord, Landlord may (but shall not be obligated to do so) apply the Deposit, or so much thereof as may be necessary to remedy such default or to repair damages to the Premises caused by Tenant. In the event Landlord applies any portion of the Deposit to remedy any such default or to repair damages to the Premises caused by the Tenant, Tenant shall pay to Landlord, within 30 days after written demand for such payment by Landlord, all monies necessary to restore the Deposit up to the original amount. Any portions of the Deposit remaining upon termination of this Lease shall be returned to Tenant. The Deposit shall be refunded within 30 days from the termination date of the Lease.

34. WAIVER

The waiver by Landlord or Tenant of any agreement, condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision herein contained, nor shall any custom or practice which may grow upon between the parties in the administration of the terms hereof be construed to waive or to lessen the right of Landlord or Tenant to insist upon the performance by the other in strict accordance with said terms. The subsequent acceptance of rental hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition or provision of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rental.

35. NOTICES

All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed to have been fully given when deposited in the United States mail, certified or registered, postage prepaid, and addressed as follows: to Tenant at:

Franklin C. Fetter Family Health Center, Inc.
Aka The Fetter Clinic
c/o Reuben J. Pettiford
51 Nassau St.
Charleston, South Carolina 29403

or to such other place as Tenant may from time to time designate in a notice to Landlord. All notices for Landlord shall go to:

Chicora Life Center, LC
c/o Durbano Properties, L.C.
476 W. Heritage Park Blvd., Suite 200
Layton, Utah 84041

or to such other place as Landlord may from time to time designate in a notice to Tenant. Tenant hereby appoints as its agent to receive the service of all dispossessory or distraint proceedings and notices thereunder the person in charge of or occupying the Premises at the time, and, if no person shall be in charge of or occupying the same, then such service may be made by attaching the same on the main entrance of the Premises.

36. CORPORATE AGREEMENT

There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between Landlord and Tenant with respect to the subject matter of this Lease. This Lease may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

37. CORPORATE AUTHORITY

If Tenant signs as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby covenant that (a) Tenant is a duly authorized and validly existing corporation, (b) Tenant has and is qualified to do business, (c) the corporation has full right and authority to enter into this Lease, and (d) each person executing this Lease on behalf of the corporation is authorized to do so.

38. GUARANTEE OF LEASE

Tenant guarantees, that upon completion of the improvements, and the delivery of a Certificate of Occupancy, that it will occupy the Premises as specified herein. Except as otherwise provided herein, any failure to occupy the Premises does not release the Tenant from the obligation of paying rent or any other provisions set forth herein.

39. MISCELLANEOUS

The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. Time is of the essence of this Lease and each and all of its provisions. Submission of this instrument or examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant. The agreements, conditions and provisions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. Tenant shall not, without the written consent of Landlord, use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the Premises. Landlord shall not use the name of Tenant for any purposes except that Tenant's name may be listed in any directory within the premises. All amounts of money payable by Tenant to Landlord hereunder, if

not paid when due, shall bear interest from the due date until paid at the rate of 18% per annum. If any provision of this Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

40. EXHIBITS

The exhibits and addenda, if any, specified in the Basic Lease Information are attached to this Lease and by this reference made a part thereof.

41. SEVERABILITY

If any term or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and shall be enforceable to the extent permitted by law.

42. BROKERS/DISCLOSURES

Tenant and Landlord warrants that it has no dealings with any real estate broker or agents in connection with the negotiation of this Lease and it knows of no other real estate brokers or agents who are entitled to a commission in connection with this lease. If a Broker claims any commission related to this Lease or transaction, the Tenant shall defend and hold Landlord harmless therefrom.

43. FORCE MAJEURE

Landlord shall have no liability whatsoever to Tenant on account of (1) the inability of Landlord to fulfill, or delay in fulfilling, any of Landlord's obligations under this Lease by reason of strike, other labor trouble, governmental preemption of priorities or other controls in connection with national or other public emergency, or shortages of fuel, supplies or labor resulting therefrom or any other cause, whether similar or dissimilar to the above, beyond Landlord's reasonable control; or (2) any failure or defect in the supply, quantity or character of electricity or water furnished to the Premises, by reason of any requirement, act or omission of the public utility or others furnishing the building with electricity or water, or for any other reason, whether similar or dissimilar to the above, beyond Landlord's reasonable control. If this Lease specifies a time period for performance of an obligation of Landlord, that time period shall be extended by the period of any delay in Landlord's performance caused by any of the events of force majeure described above, but all events not to exceed ninety (90) days.

44. TENANT'S RIGHT TO SELF HELP.

Landlord and Tenant acknowledge that Tenant's use of the Premises may involve critical health care operations for which generators, pumps, or other equipment must operate without disruption. Accordingly, if such equipment should malfunction or the Premises should otherwise suffer from a disruption of these critical processes outside of normal business hours or at a time when Tenant cannot reasonably reach Landlord, Tenant is authorized to take such self-help measures as are reasonably

necessary to maintain critical processes. The exercise of such self-help measures by Tenant shall not be construed an Event of Default under the Lease.

45. ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants without independent investigation other than the Phase I Environmental report it obtained, that it has no knowledge of any deposit, storage, disposal, removal, burial, discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous wastes or hazardous substances (collectively, "Hazardous Substances"), as those terms are used in any appropriate and applicable law, code or ordinance including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 at, upon, under or within the Premises as a consequence of ownership or other use thereof prior to the Lease Term Commencement of this Lease by Landlord, its employees, agents or servants or any party acting pursuant to a right or interest therein from Landlord.

46. AMERICANS WITH DISABILITIES / DHEC / DAODAS

Landlord shall be responsible for compliance with the Americans With Disabilities Act. In the event it becomes necessary to make modifications to the floor plan as approved by Tenant in order to comply with provisions of ADA or other applicable building codes, such modifications shall not be grounds for termination of this Lease by Tenant, so long as modifications do not substantially impair Tenants intended use of the Premises. Landlord and Tenant will work together to ensure compliance and appropriate licensing if necessary according to requirements of the South Carolina Department of Health and Environmental Control and Department of Alcohol and Other Drug Abuse Services.

47. NON-DISTURBANCE

So long as the Tenant is not in default in the payment of rent or additional rent or in the performance of any of the terms of the Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, and the Tenant's possession of the leased property and the Tenant's rights and privileges under the Lease or any renewal thereof shall not be diminished or interfered with by the Mortgagee.

48. PREPARATION OF LEASE

It is hereby understood that no representation or recommendations have been made by the Landlord, Durbano Law Firm, real estate brokers involved herein, or their employees or agents, as to the legal sufficiency, legal effect or tax consequences of this lease or this transaction. Landlord and Tenant should retain legal counsel to advise them on such matters and should rely upon the advice of such legal counsel. Landlord and Tenant have expressly directed its respective legal counsel to fill in this form Lease and to make certain insertions and deletions.

49. FINANCIAL CONDITION

Tenant agrees to provide Landlord with a copy of Tenants financial statements and other financial or related information that Landlord may request within 30 days of said request.

50. TENANT IMPROVEMENTS

The Landlord shall deliver the Premises AS IS after the improvements contemplated on Exhibit B are completed and a certificate of occupancy is delivered to the Tenant, which shall occur no later than November 1, 2014. Landlord will use all reasonable diligence to complete such improvements and obtain a certificate of occupancy, at which time the Lease Term shall commence.

51. SIGNAGE

T.B.D.

52. OPTION

Tenant anticipates needs for additional space in the Building, in which event Landlord and Tenant would desire for Tenant to occupy space directly adjacent to the leased Premises. Accordingly, Landlord and Tenant agree that so long as Tenant is not in default under the Lease, Tenant shall have the right of first refusal on the space in the quarter of the Building directly adjacent to the leased Premises (5,940 RSF), which right of first refusal must be exercised in writing by Tenant within 15 days of receipt by Tenant of written notice of the terms of an offer received by Landlord for the space in the quarter of the Building directly adjacent to the leased Premises.

Tenant shall also have the right of first refusal to provide dental and infusion services in the Building, which right of first refusal must be exercised in writing by Tenant within 15 days of receipt by Tenant of written notice of the terms of an offer received by Landlord to lease space in the building to a tenant that would be providing dental or infusion services.

53. MEDIATION

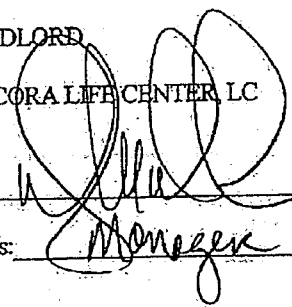
Any dispute relating to the Lease shall first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under this Lease shall apply. Nothing in this Section prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section shall survive the termination or cessation of the Lease and/or its Term.

IN WITNESS WHEREOF, the parties have executed this Lease dated the day and year first above written.

WITNESS

LANDLORD

CHICORA LIFE CENTER, LC

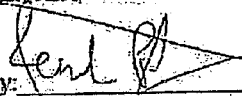
By: 

Its: Monerger 8/5/14

WITNESS

TENANT

FRANKLIN C. FETTER FAMILY HEALTH
CENTER, INC. AKA THE FETTER CLINIC

By: 

Its: CEO

EXHIBIT "A"
Pictorial of Leased Premises

Initials



Initials



EXHIBIT "B"
Improvements to Premises

The Parties have discussed, made drawings and obtained various estimates for the anticipated Tenant Improvements for the Tenant's use of the Premises. Landlord has agreed to provide up to \$45,000.00 for any and all Tenant Improvements (the "Budget Cap").

Tenant shall contract with the Landlord or an approved General Contractor to make any and all Tenant Improvements in accordance with applicable building codes and craftsmanship standards to the satisfaction of Tenant, Landlord, and City of North Charleston such that a Certificate of Occupancy will be issued in a timely fashion.

All built-in furnishings and cable for telephone and data systems infrastructure are already installed at the Premises. Tenant will be responsible for installing its telephone systems, handsets and any data network switches and routers.

The expectation and agreement of the Parties is that current or existing improvements at the Premises may be utilized to the fullest extent possible so as to reduce the costs of Tenant Improvements. Any Tenant Improvements requested by Tenant which exceed the Budget Cap shall be the sole responsibility of and paid for by the Tenant.



Initials



Initials

EXHIBIT "C"
RENTAL AMOUNT FOR PREMISES

The Fetter Clinic / Chicora Life Center

Per Article 4

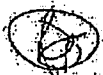
Rental Amounts of Premises 8,772 RSF / 2.4%
of
Chicora Life Center Building
Charleston County, South Carolina

<u>First Part Year of 5</u>	<u>Base Rental of Premises</u>	<u>Direct Operating Exp.</u>	<u>Total Rental Amnt.</u>
Term Comm. -	\$13.00 per RSF annual	\$6.50 per RSF annual	\$19.50 per RSF annual
Dec. 31, 2014	of 8,772 RSF	of 8,772 RSF	EQUALING:
			\$171,054.00 per year
			OR
			\$14,254.50 per month

Second Full Year and Thereafter

Jan. 1, 2015 -	\$13.00 plus South Region	TBD per Article 5 each year
Dec. 31, 2015	CPI-U* increase but not less	
and each calendar	than 1 1/2% for this year,	
year thereafter for	creating the base Rental for	
the Lease Term	2015 and adding to the amount	
	the next CPI-U increase for	
	2016 and continuing in like	
	Manner thereafter for each year	
	For the remaining Lease Term:	

*Applying the actual South Region CPI-U Percent Dec - Dec 12 month average increase but not to be less than 1 1/2% as detailed in the U.S. Department of Labor Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers for the South Region - All Items, See: <http://www.bls.gov/ro3/cpiiso.htm> or similar type index if the above is no longer published (copy attached), as a reference for determining and calculating the annual CPI-U increase.


Initials


Initials

EXHIBIT "D"
RULES AND REGULATIONS

(RESERVED)

Initials

Initials

6

CHICORA LIFE CENTER, L.C.
3600 Rivers Avenue

North Charleston, South Carolina 29405

This Agreement is entered into between Chicora Life Center, L.C., as Landlord, and Fetter Health Care Network, Inc. (formerly known as Franklin C. Fetter Family Health Center, Inc.), aka The Fetter Clinic as Tenant, for the use by Tenant of storage space in the basement of the building of Chicora Life Center, L.C. at 3600 Rivers Avenue, North Charleston, South Carolina 29405. Tenant has previously hereto executed a lease with Landlord for office space by that certain "Lease for Franklin C. Fetter Family Health Center Inc. aka The Fetter Clinic," dated August 4, 2014 as amended (hereafter the "Lease"). Tenant now requests and Landlord grants a lease for storage space in the same building, such space identified as the 1,776 rentable square feet depicted in the attached Exhibit "1" (the "Storage Space").

Payment for the use of the Storage Space is at the rate of \$12.00 per RSF, payable in the same manner as the Monthly Rental for the Premises described in paragraph 4 of the Lease, and subject to CPI-U increases on the same basis as the Monthly Rental for the Premises as described in Exhibit "C" to the Lease. The lease of the Storage Space shall continue for a term coterminous with the term under the Lease. Concurrent with the execution of this Agreement, Tenant will pay to Landlord its first month's rental of \$1,776.00.

1. Tenant shall take good care of the Storage Space and suffer no waste or damage thereto and will deliver up the Storage Space in good condition upon termination of this Agreement, and will be liable for any damage, reasonable wear and tear excepted. Tenant shall not make any alterations to the Storage Space.
2. Rent not paid by the due date each month shall incur a \$20.00 late charge. The unpaid rent and late charge(s) shall thereafter be subject to default interest at the rate of two percent (2%) per month.
3. Tenant assumes responsibility for fire and extended insurance coverage on property placed in the Storage Space hereby rented.
4. Tenant expressly agrees and covenants that said Storage Space will be used for the storage of personal property only and that no explosives, highly flammable materials or goods, animals, or illegal or controlled substances shall be placed therein. Tenant accepts the Storage Space as suitable for the purpose for which they are rented and waives all defects, in any, therein.
5. Landlord shall not be responsible to Tenant, his invitees, agents or employees for damage to person or property caused by negligence, water, fire, theft, vandalism, defects in the Storage Space or same being or becoming out of repair, or for any casualty or other cause whatever and Tenant agrees to hold Landlord harmless of and from any such damage, loss, cost, or expense.
6. The Storage Space shall not be sublet nor shall this Agreement be assigned by Tenant without Landlord's prior written consent.
7. Landlord or its designated agent may enter the Storage Space at any time or times to inspect, repair, and maintain said Storage Space. If necessary thereto in the opinion of Landlord, the contents of said leased Storage Space may be moved to another storage space.
8. Landlord is hereby granted a lien upon all goods, wares, merchandise or property of any description placed in or upon the demised Storage Space by Tenant, to secure Landlord in the payment of amounts due hereunder. This lien is in addition to any lien or remedy provided by law. In the event of the breach of any covenant hereof or default by Tenant in the payment of rent, Landlord may, without notice to Tenant, take immediate possession of the Storage Space and all of Tenant's property therein and store the same at the expense of Tenant until payment is made in the amount necessary to satisfy the lien and any expenses incurred.
9. Notice: All articles stored under the terms of this Agreement will be sold or otherwise disposed of if no payment has been received for a continuous 30-day period. If Landlord elects to sell Tenant's property after failure of payment, Landlord will provide reasonable notice of the time and place of sale. The requirements of reasonable notice shall be met by such notice being mailed, postage prepaid, to the address of Tenant provided herein at least five (5) days prior to the date of sale or disposition. Proceeds of sale will be applied first to expense of transfer, storage, sale, and legal expenses, next to any arrearages under this Agreement; then any balance remaining will be paid to Tenant. Notwithstanding the foregoing, if Landlord reasonably determines that the value of Tenant's property does not exceed the anticipated costs of sale, Landlord may discard or dispose of such property without a sale.
10. In the enforcement of this Agreement, as well as in any action to collect any amounts due hereunder, Landlord shall be entitled to its reasonable attorneys fees and costs, chargeable to Tenant as additional rent due hereunder.

Executed this 15th day of April, 2015.

CHICORA LIFE CENTER, L.C.

BY: _____

Landlord

FETTER HEALTH CARE NETWORK, INC.

Formerly known as FRANKLIN C. FETTER FAMILY HEALTH CENTER, INC.

AKA THE FETTER CLINIC

BY: _____

Tenant

Notice: Tenant shall disclose to Landlord any lienholders with an interest in property that is or will be stored in the Storage Space.

H

EXECUTIVE SUMMARY OF ADDENDA TO LEASE

Date: April 16, 2015

Landlord: Chicora Life Center, L.C.

Tenant: Fetter Health Care Network, Inc. (formerly known as Franklin C. Fetter Family Health Center, Inc., aka The Fetter Clinic)

Article 1 Premises: Former Charleston Naval Hospital at 3600 Rivers Avenue, North Charleston, SC 29405. Original Lease was for approx. 8,772 Net Rentable Sq. Ft. ("RSF"). First Addendum increased to 10,974 RSF (increase of 2,202 RSF)

Article 2 Term Commencement June 1, 2015

Article 4 Monthly Rental: Monthly Rental rate remains unchanged, but additional 2,202 RSF equates to additional \$28,626 per year or \$2,385.50 per month, as specified in First Amended Exhibit C.

Article 50 Tenant Improvements: The Budget Cap remains unchanged at \$56,296, but per the Second Addendum Landlord agrees to finance any tenant improvements in excess of the Budget Cap during the interim period before Tenant sells its existing real property.

The foregoing Executive Summary illustrates the changes to the Lease as a result of the First and Second Addendum. In the event of any conflict between this Executive Summary and the Lease as amended, the Lease shall control.

TENANT:

FETTER HEALTH CARE
NETWORK, INC.
FORMERLY KNOWN AS FRANKLIN
C. FETTER FAMILY HEALTH CENTER, INC.
AKA THE FETTER CLINIC

By: [Signature]

Title: CEO

Date: 4/16/15

LANDLORD:

CHICORA LIFE CENTER, LC

By: [Signature]

Title: Manager

Date: 4/30/15

I

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

**FIRST ADDENDUM TO LEASE FOR
THE FETTER CLINIC / CHICORA
LIFE CENTER AT 3600 RIVERS AVENUE**

THIS FIRST ADDENDUM is made this 16th day of April 2015, to that **Commercial Lease Agreement** dated August 4, 2014 (the "Lease") by and between Chicora Life Center, LC, as Landlord and Fetter Health Care Network, Inc. (formerly known as Franklin C. Fetter Family Health Center, Inc.), aka The Fetter Clinic, as Tenant, "Party" as to each, collectively the "Parties." The Parties desire to modify the Lease to modify the description of the Premises.

All capitalized terms used herein shall have the meaning set forth in the Lease unless otherwise indicated. The purpose of this Addendum is to modify the description of the Premises, having the effect of increasing the rentable square footage and Monthly Rental. Accordingly, the covenants, conditions and provisions of the Lease are not modified by this Addendum except as necessary to identify the modification to the definition of the Premises and those provisions of the Lease which are calculated based upon the number of rentable square feet of the Premises.

Therefore, the Parties agree that the Lease is hereby modified and amended as follows:

A. FIRST AMENDED SPACE

Based on the Tenant's need for changes to its space and additional space beyond that which is defined in the Lease as 8,772 rentable square feet, Landlord hereby makes available for lease and Tenant hereby leases the modified portion of the Building identified in Plan Sheet A-105 (dated 10/15/2014) attached hereto as First Amended Exhibit "A," containing 10,974 rentable square feet ("RSF") area (the "Premises"). The attached First Amended Exhibit "A" replaces the Exhibit "A" which was previously attached to the Lease. The Plan Sheet A-105 of First Amended Exhibit A shall bear the initials of the Parties to confirm the size and layout of the Premises. The Lease is hereby amended to reflect the changes herein identified.

B. FIRST AMENDED MONTHLY RENTAL

The Monthly Rental is likewise amended in accordance with the First Amended Exhibit "C" (RENTAL AMOUNT FOR PREMISES) attached hereto.

C. TERM COMMENCEMENT

Term Commencement, as defined in paragraph 4 of the Lease as occurring upon completion of the Tenant Improvements and issuance of a certificate of occupancy for the Premises, shall occur by June 1, 2015.

D. TENANT IMPROVEMENTS

The Tenant Improvement allowance in the Lease was subject to a Budget Cap of \$45,000.00, which equates to \$5.13 per RSF. This per RSF allowance is extrapolated to the Premises as modified herein to provide for a Budget Cap of \$56,296 for any and all Tenant Improvements.

E. RENTAL, PROJECTED OPERATING EXPENSE, ETC.

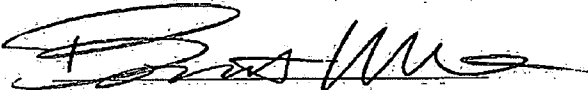
When the Lease refers to or identifies Monthly Rental, Direct Operating Expense, or other terms which are based upon the rentable square footage of the Premises, or where sample calculations of the foregoing are

explained, it is understood and agreed that the Lease now refers to the Premises as defined herein. By way of illustration, whereas Article 5 of the Lease identifies the Tenant's percentage of the Building as 2.4%, after execution of this Addendum the Tenant's percentage is 3.0% (10,974 RSF / 365,717 Building RSF).

Tenant will, upon execution of this Addendum, pay its first month's Monthly Rental applicable to the Premises (10,974 RSF) as calculated pursuant to Article 4 and Article 5 of the Lease, in the amount of \$17,833.

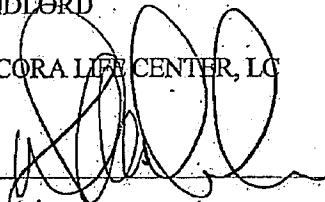
IN WITNESS WHEREOF, the parties have executed this Addendum dated the day and year first above written.

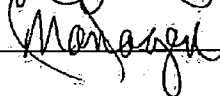
WITNESS


Shunda S. Babauta

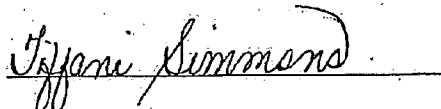
LANDLORD

CHICORA LIFE CENTER, LC

By: 

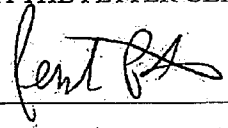
Its: 

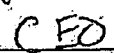
WITNESS

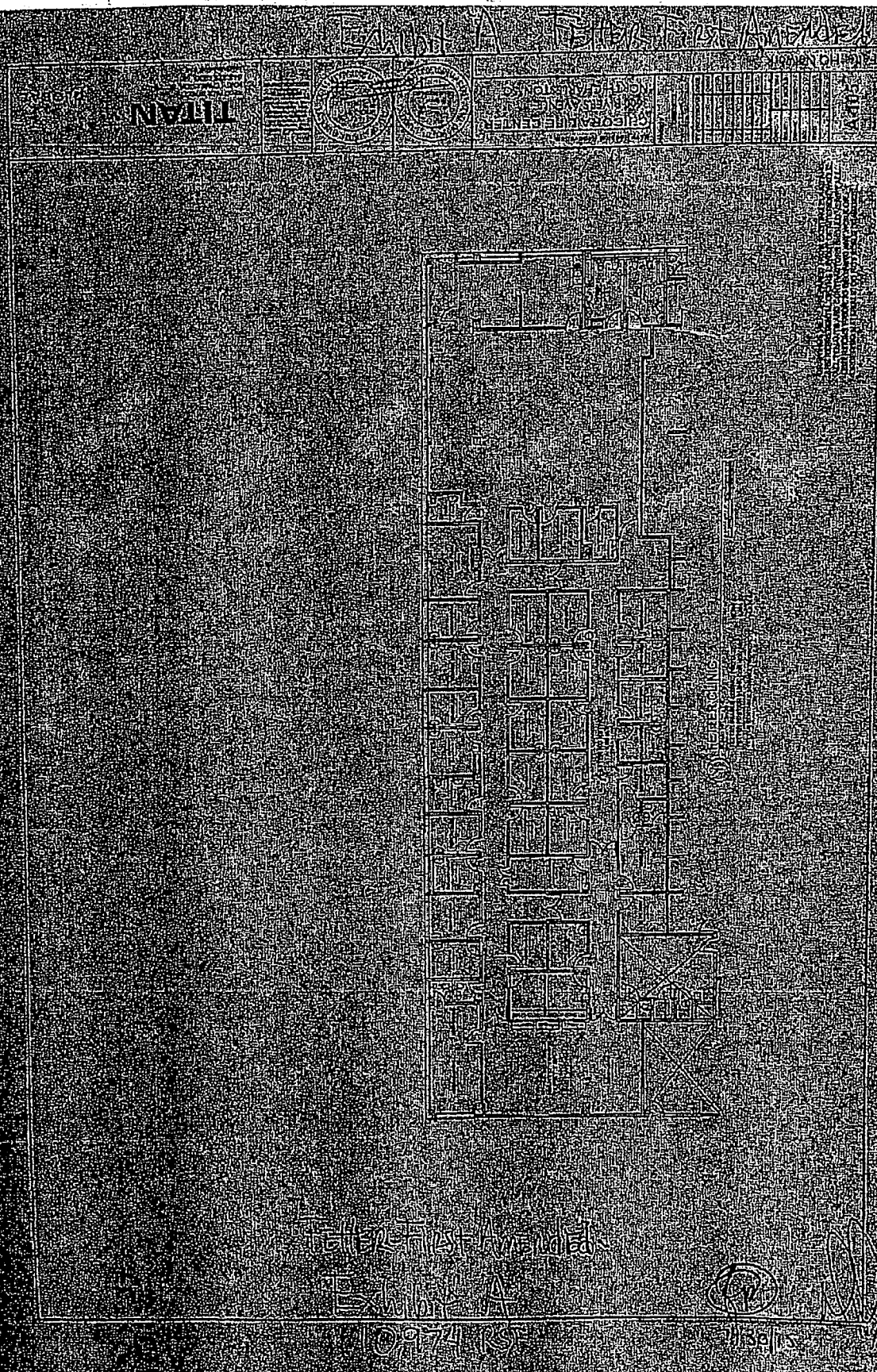

Tiffany Simmons

TENANT

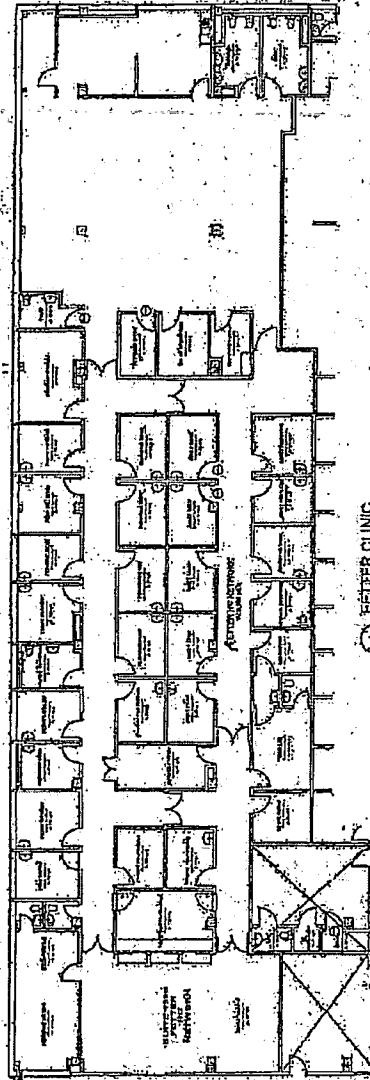
FETTER HEALTH CARE NETWORK, INC.
FORMERLY KNOWN AS FRANKLIN
C. FETTER FAMILY HEALTH CENTER, INC.
AKA THE FETTER CLINIC

By: 

Its: 



TITAN NORTH CHAMPELAIN, VT. 05701 1-800-858-8888		1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438	
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Fetter-First Amended

Exhibit A

10,974 RSF

①

7/30/15

11/10/14

FIRST AMENDED EXHIBIT "C"
RENTAL AMOUNT FOR PREMISES

April 2015

The Fetter Clinic / Chicora Life Center

Per Article 4

Rental Amounts of Premises 10,974 RSF / 3.0%

of

Chicora Life Center Building
Charleston County, South Carolina

<u>First Part Year of 5</u>	<u>Base Rental of Premises</u>	<u>Direct Operating Exp.</u>	<u>Total Rental Amnt.</u>
Term Comm. --	\$13.00 per RSF annual	\$6.50 per RSF annual	\$19.50 per RSF annual
Jan. 1, 2016	of 10,974 RSF	of 10,974 RSF	
			EQUALING:
			\$213,993 per year OR
			\$17,833 per month

Second Full Year and Thereafter

Jan. 1, 2016 –	\$13.00 plus South	TBD per Article 5 each year
Dec. 31, 2016	Region CPI-U* increase but	
and each calendar	not less than 1 ½% for this year,	
year thereafter for	creating the base Rental for	
the Lease Term	2016 and adding to the amount	
	the next CPI-U increase for	
	2017 and continuing in like	
	manner thereafter for each year	
	for the remaining Lease Term.	

*Applying the actual South Region CPI-U Percent Dec – Dec 12 month average increase but not to be less than 1 ½% as detailed in the U.S. Department of Labor Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers for the South Region - All Items, See: 'http://www.bls.gov/ro3/cpiso.htm' or similar type index if the above is no longer published (copy attached), as a reference for determining and calculating the annual CPI-U increase.


Initials


Initials

J

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

**SECOND ADDENDUM TO LEASE FOR
THE FETTER CLINIC / CHICORA
LIFE CENTER AT 3600 RIVERS AVENUE**

THIS SECOND ADDENDUM is made is made this 10th day of April 2015, to that Commercial Lease Agreement dated August 4, 2014 (the "Lease") by and between Chicora Life Center, LC, as Landlord and Fetter Health Care Network, Inc. (formerly known as Franklin C. Fetter Family Health Center, Inc.), aka The Fetter Clinic, as Tenant, "Party" as to each, collectively the "Parties." The Parties desire to modify the Lease to modify the allocation of costs of tenant improvements for the Premises. Whereas the Lease previously contemplated that Landlord would cover the cost of Tenant Improvements up to and including the Budget Cap (the sum of \$56,296 (\$5.13 per rentable square foot)), the Lease is now amended to clarify that amounts in excess of the Budget Cap will be temporarily financed by Landlord according to the terms and conditions below. All capitalized terms used herein shall have the meaning set forth in the Lease unless otherwise indicated.

Therefore, the Lease is hereby modified as follows:

A. TENANT IMPROVEMENT COSTS IN EXCESS OF BUDGET CAP

The Budget Cap of \$56,296 for any and all Tenant Improvements remains unchanged, but Landlord agrees that so long as work is performed by Double D Construction, LLC, Landlord will finance any tenant improvements in excess of the Budget Cap at the rate and upon the terms specified in the promissory note executed herewith, the obligation to be secured by a mortgage on the Tenant's existing real property located at 51 Nassau St., Charleston, South Carolina 29403, TMS NO. 459-09-01-012. Tenant contemplates a sale of this property in the near future, at which time the promissory note will be paid in full by Tenant and the mortgage released by Landlord.

IN WITNESS WHEREOF, the parties have executed this Addendum dated the day and year first above written.

WITNESS

Thomas J. Balcata
[Signature]

WITNESS

Giffani Simmons

LANDLORD

CHICORA LIFE CENTER, LC

By: *[Signature]*

Its: *Manager* *4/30/15*

TENANT

FETTER HEALTH CARE NETWORK, INC.
FORMERLY KNOWN AS FRANKLIN
C. FETTER FAMILY HEALTH CENTER, INC.
AKA THE FETTER CLINIC

By: *[Signature]*

Its: *CEO*

K

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

THIRD ADDENDUM TO LEASE FOR
THE FETTER CLINIC / CHICORA
LIFE CENTER AT 3600 RIVERS AVENUE

THIS THIRD ADDENDUM is made this 23rd day of November, 2015, to that certain Commercial Lease Agreement dated August 4, 2014 (the "Lease") by and between Chicora Life Center, L.C., as Landlord and Fetter Health Care Network, Inc. (formerly known as Franklin C. Fetter Family Health Center, Inc.), aka The Fetter Clinic, as Tenant, "Party" as to each, collectively the "Parties." The Parties agree to void the Second Addendum to the aforementioned Lease, as it was executed without the authorization of the Tenant's Board of Directors

Therefore, the Lease is hereby modified as follows:

- A. The Second Addendum to the aforementioned Lease is hereby declared null and void and of no force and effect. The Note and Mortgage referenced in the Second Addendum were executed without authority and have been cancelled and returned to Tenant.
- B. The actual rentable square feet is hereby amended to 9,108 SQFT. Allotted common shared area is 1866 SQFT.
- C. Landlord shall immediately provide to Tenant a detailed accounting of the work performed and the costs incurred on Tenant's upfit, providing a full credit for the Budget Cap which was referenced in the original Lease and thereafter modified to include what monies, if any, are owed in excess of the Budget Cap of \$ \$56,626. Tenant will timely make payment to Landlord for the agreed upon amount in excess of the Budget Cap, provided that Landlord delivers lien waivers from any contractors, subcontractors, or materialmen who have performed work on the Tenant's Leased Premises. Immediately upon receipt of the detailed accounting, it is acknowledged that all future Tenant improvements will be made pursuant to a Contract already executed with Bennett Hofford Construction - Charleston LLC ("Contractor") but to be reviewed and confirmed by Tenant. The Contract will specifically set forth all of the terms and conditions relating to the remaining Tenant upfit. Landlord agrees to cooperate with Tenant and Contractor in providing information relative to the work that has been completed for the upfit.

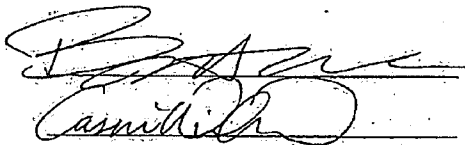
D. TERM COMMENCEMENT

Term Commencement of the Lease shall occur upon completion of the Tenant Improvements and issuance of a certificate of occupancy for the Premises, which shall occur on or before ninety (90) days from the date a Contract is executed between Contractor and Tenant, but no later than February 15, 2016.

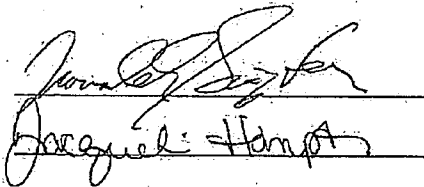
(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have executed this Addendum dated the day and year first above written.

WITNESS

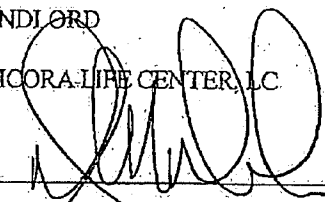


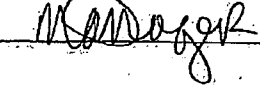
WITNESS



LANDLORD

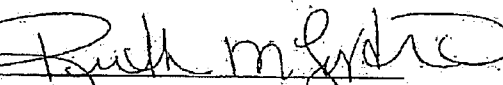
CHICORA LIFE CENTER, LC

By: 

Its: 

TENANT

FETTER HEALTH CARE NETWORK, INC.
FORMERLY KNOWN AS FRANKLIN
C. FETTER FAMILY HEALTH CENTER, INC.
AKA THE FETTER CLINIC

By: 

Its: CEO - 11-24-2015

TENANT ESTOPPEL CERTIFICATE

UC Funding LLC, UCF-I Trust I, and their respective successors and assigns ("Lender")
745 Boylston Street, Suite 502
Boston, Massachusetts 02116

Premises: 3600 Rivers Avenue, North Charleston, South Carolina
9,125 rentable square feet
Landlord: Chicora Life Center, L.C.
Tenant: Feter Health Care Network, Inc.
Lease: Dated August 4, 2014 between Landlord and Tenant, with amendments

Tenant understands that Lender is contemplating making a loan (the "Loan") to Landlord. The undersigned, as Tenant under the Lease hereby certifies to Lender the following:

(1) The Lease attached hereto as Exhibit "A" is a true, correct, and complete copy of the Lease, is in full force and effect and has not been modified, supplemented, or amended in any way except as shown in Exhibit "A". The Lease represents the entire agreement between the parties as to the Premises or any portion thereof.

(2) The amount of fixed monthly rent will be \$14,801.00 (9,108 of RSF @ \$13.00 + \$6.50 for CAM common area, utilities and etc.). The base year for operating expenses and real estate taxes, as defined in the Lease, is N/A. No rent has been or will be paid more than one (1) month in advance of its due date, except:

(3) Tenant's security deposit is \$17,000.00. This is the only sum that has been paid by Tenant to Landlord to date. Tenant hereby waives collection of the deposit against Lender or any purchaser at a foreclosure sale, unless Lender or such purchaser actually received the deposit from Landlord. Landlord agrees to rebate \$2,199.00 to Tenant upon execution of this Estoppel Certificate because of the overpayment of the security deposit.

(4) Tenant intends to take possession on or before February 15, 2016, pending completion of Tenant Improvements, delivery of a certificate of occupancy from the City of North Charleston, and a one (1) week notice period in which Tenant will mobilize.

(5) The commencement date of the Lease will be the date of occupancy; the Lease terminates on expiration of five years from the commencement date and has the following renewal/extension option(s): Three (3) Five year Leases Options at the terms stated in the Lease Dated August 14, 2014.

(6) Neither Tenant nor Landlord is in default under the Lease; Tenant has no offset, defense, deduction or claim against Landlord.

(7) Tenant has received no notice of any prior sale, assignment, pledge or other transfer of the Lease or of the rents received therein, except N/A.

(8) Tenant has not assigned the Lease or sublet all or any portion of the Premises, Tenant does not hold the Premises under assignment or sublease, nor does anyone except Tenant and Tenant's employees occupy the Premises except N/A.

(9) Tenant has no right or option to purchase all or any part of the Premises or the building of which the Premises is a part; tenant has an option to occupy additional space adjacent to its current space as specified in paragraph 52 of the Lease.

(10) No actions, whether voluntary or otherwise, are pending against Tenant under the bankruptcy laws of the United States or any state and there are no claims or actions pending against Tenant which if decided against Tenant would materially and adversely affect Tenant's financial condition or Tenant's ability to perform the Tenant's obligations under the Lease.

(11) In the event of a default by Landlord, Lender agrees it will not disturb the tenancy of Tenant, as long as Tenant is not in default of any of the terms or conditions of the aforementioned Lease. (See Exhibit B, Lender Acknowledgement).

(12) The statements contained herein may be relied upon by Lender and by third parties who are interested in the matters covered by this Tenant Estoppel Certificate.

The undersigned is duly authorized to execute this certificate.

Dated this 24th day of November, 2015.

**TENANT: FETTER HEALTH CARE
NETWORK INC.**

By:

Ruth Gordon

Name:

Title:

CEO

EXHIBIT "A"

Copy of Lease

[See Attached]

EXHIBIT B

LENDER ACKNOWLEDGEMENT

As to Paragraph 12 only, Lender acknowledges that in the event of a default by Landlord, it will not disturb the tenancy of Tenant, as long as Tenant is not in default of any of the terms or conditions of the aforementioned Lease.

LENDER: UC FUNDING LLC, UCF 1
TRUST 1.

By: _____
Name: _____
Title: _____



0146

PROMISSORY NOTE

Secured by Mortgage

Date: April 16, 2015

Up to \$248,641.00

1. **PROMISE TO PAY.** FOR VALUE RECEIVED, the undersigned Fetter Health Care Network, Inc. (formerly known as Franklin C. Fetter Family Health Center, Inc.), aka The Fetter Clinic ("Borrower") a South Carolina corporation, promises to pay to the order of CHICORA LIFE CENTER, LC, a South Carolina limited liability company ("Lender"), at 476 W. Heritage Park Blvd., Suite 200, Layton, Utah 84041, or at such other place as may be designated in writing by Lender, such amounts as may be advanced by CHICORA LIFE CENTER, LC in excess of the Budget Cap of \$56,256.00 for Tenant Improvements to be constructed pursuant to that Commercial Lease Agreement dated August 4, 2014, as amended, with Lender as Landlord and Borrower as Tenant (the "Lease"), but such advances not to exceed the principal sum of TWO HUNDRED FORTY EIGHT THOUSAND SIX HUNDRED FORTY ONE and 00/100 DOLLARS (\$248,641.00) ("Principal Amount") or so much thereof as may be disbursed by Lender to or for the benefit or account of Borrower, with interest thereon, based on a 360-day year and charged on the basis of actual days elapsed, compounded daily. All sums owing hereunder are payable in lawful money of the United States of America, in immediately available funds without offset, deduction or counterclaim of any kind as further detailed herein and hereafter.

2. **PRINCIPAL AND INTEREST PAYMENTS.** All unpaid principal, costs, fees and accrued interest outstanding under this Note or any of the other loan documents on the Maturity Date (defined below) of this Note shall be fully due and payable on the Maturity Date.

3. **INTEREST.** The Principal Amount shall bear interest beginning with the Term Commencement as defined in the Lease (the date Tenant Improvements completed and a certificate of occupancy issued), which is anticipated to be June 1, 2015. Prior to September 1, 2015, the Principal Amount shall bear interest at the rate of 1.0% APR, compounded daily and with interest to accrue. If Borrower has not paid the Note in full by July 1, 2015, Borrower shall at that time commence monthly payments of principal and interest at the rate of 6.75% APR, compounded daily, amortized to repay the Principal Amount and accrued interest by the Maturity Date. Monthly payments are due on the 1st of the month, and will be considered late if not paid by the 10th of each month. Payments not made by the 10th of each month shall be subject to a Late Charge as defined in paragraph 7 below. After Borrower has failed to make a payment required under this Note, and after twenty (20) days have passed since Lender provided to Borrower a written notice of such failure, this Note shall be deemed to be in Default due to non-payment, and the default provisions of paragraph 8 below shall apply.

4. **COST & FEE:** No origination fee, but all reasonable costs and expenses incurred by Lender in the making of this Promissory Note and Mortgage shall be included in the Principal Amount, including, without limitation, appraisal, legal, or title fees and costs.

5. **PREPAYMENT.** Borrower may pre-pay this Promissory Note, in full or in part, at any time without penalty. Any prepayment shall not create any reduction, offset or refund as to costs, points or other fees paid for the origination or set up of this loan and Promissory Note. Borrower declares that all such amounts have been fully earned and are to be retained by Lender.

6. **MATURITY DATE.** The outstanding Principal Amount balance of this Note, together with all costs, fees, and accrued and unpaid interest, shall be due and payable in full twelve (12) months after Term Commencement under the Lease ("Maturity Date"), unless extended as provided for herein. Principal amounts outstanding hereunder, upon which repayment obligations exist and interest accrues, shall be determined by the records of Lender, which shall be deemed to be conclusive in the absence of clear and convincing evidence to the contrary presented by Borrower.

7. **LATE CHARGE.** If any interest or principal payment required hereunder is not received by Lender (whether by direct debit or otherwise) when it becomes due, Borrower shall pay, at Lender's option, a late or collection charge equal



to 3% of the amount of such unpaid payment or five percent (5%) in excess of the interest rate otherwise accruing under this Note at the option of Lender, whichever is greater ("Late Charge").

8. **DEFAULT RATE.** From and after the Maturity Date, or such earlier date on which a Default exists under this Promissory Note then at the option of Lender, all sums owing on this Note shall bear interest at a rate of 18% APR, from the date such payment was due to the date of receipt by Lender of such payment under this Note ("Default Rate") both before and after judgment.

9. **ACCELERATION.** If: (a) Borrower shall fail to pay when due any sums payable hereunder; or (b) a Default (as defined in the Mortgage) occurs under the Mortgage or under any obligation secured thereby; THEN Lender may, at its sole option, declare all sums owing under this Note immediately due and payable; provided, however, that if any document related to this Note provides for automatic acceleration of payment of sums owing hereunder, all sums owing hereunder shall be automatically due and payable in accordance with the terms of that document.

10. **JOINT AND SEVERAL LIABILITY.** If this Note is executed by more than one person or entity as Borrower, the obligations of each such person or entity shall be joint and several. No person or entity shall be a mere accommodation maker; but each shall be primarily and directly liable hereunder.

11. **WAIVER.** Except as otherwise provided, Borrower waives presentment; demand; notice of dishonor; notice of default or delinquency; notice of acceleration; notice of protest and nonpayment; notice of costs, expenses or losses and interest thereon; notice of late charges; and diligence in taking any action to collect any sums owing under this Note or in proceeding against any of the rights or interests in or to properties securing payment of this Note.

12. **TIME OF THE ESSENCE.** Time is of the essence with respect to every provision hereof.

13. **GOVERNING LAW.** This Note shall be governed by, and construed and enforced in accordance with the laws of the state of Utah or at the Lender's option where the Property (as defined in the Mortgage or Deed of Trust) is located, except to the extent that federal laws preempt the laws of such state, and all persons and entities in any manner obligated under this Note consent to the jurisdiction of any federal or state court within such state having proper venue and also consent to service of process by any means authorized by such state or federal law.

14. **COMMERCIAL USE; MAXIMUM RATE PERMITTED BY LAW.** Borrower hereby represents that the loan evidenced hereby is for commercial use and not for personal, family or household purposes. It is the specific intent of Borrower and Lender that this Note bear a lawful rate of interest, and if any court of competent jurisdiction should determine that the rate herein provided for exceeds that which is statutorily permitted for the type of transaction evidenced hereby, the interest rate shall be reduced to the highest rate permitted by applicable law, with any excess interest heretofore collected being applied against principal or, if such principal has been fully repaid, returned to Borrower on demand. Borrower has solicited Lender and has requested this arrangement of his/her own free will and accord, is not acting under any duress and further desires this arrangement to facilitate a mutually profitable transaction whereby Borrower will receive far in excess of what is owed to Lender. Borrower acknowledges that this is a discounted amount note in that the origination fees agreed to by the parties are deducted from the principal amount of the note and not paid by the Borrower at the time of closing. Therefore, Borrower expressly waives any claim or defense to the enforcement of this Note under a claim of unconscionability, usury, excessive interest, bad faith dealings, duress or otherwise related to interest exceeding statutory or common law. Notwithstanding anything to the contrary contained herein or in the Loan Documents, the total liability for payments in the nature of interest shall not exceed the limits imposed by the usury laws of the State of Utah. If the Holder hereof receives as interest an amount which would exceed such limits, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance and not to the payment of interest; and after full payment of principal and lawful interest, the surplus, if any, shall be remitted to Borrower by the Lender hereof, and Borrower agrees to accept such remittance as satisfaction in full for any such claims.

15. **INCONSISTENCIES.** In the event of any inconsistencies between the terms of this Note and the terms of any other Loan Document, the terms of this Note shall prevail.

16. **LENDER'S DAMAGES.** Borrower recognizes that its default in making any payment as provided herein or in any other Loan Document as agreed to be paid when due, or the occurrence of any other Default hereunder or under any other Loan Document, will require Lender to incur additional expense in servicing and administering the Loan, in loss to Lender of the use of the money due and in frustration to Lender in meeting its other financial and loan commitments and that the damages caused thereby would be extremely difficult and impractical to ascertain. Borrower agrees (a) that an amount equal to the Late Charge plus the accrual of interest at the Default Rate is a reasonable estimate of the damage to Lender in the event of a late payment, and (b) that the accrual of interest at the Default Rate following any other Default is a reasonable estimate of the damage to Lender in the event of such other Default, regardless of whether there has been an acceleration of the loan evidenced hereby either pre or post judgment. Nothing in this Note shall be construed as an obligation on the part of Lender to accept, at any time, less than the full amount then due hereunder, or as a waiver or limitation of Lender's right to compel prompt performance.

17. **REPRESENTATIONS OF BORROWER.** Borrower represents that Borrower has full power, authority and legal right to execute and deliver this Note and that the indebtedness evidenced hereby constitutes a valid and binding obligation of Borrower.

18. **ATTORNEY'S FEES-ENFORCEMENT.** If any attorney or other professional or expert is engaged by Lender to enforce or defend any provision of this Promissory Note or Mortgage, or as a consequence of any Default under the Loan Documents, with or without filing of any legal action or proceeding, Borrower shall pay to Lender, immediately upon demand all professional or attorneys' fees and costs incurred by Lender in connection therewith, together with interest thereon from the date of such demand until paid at the rate of default interest. In the event of any legal proceedings, court costs and attorneys' fees shall be set by the court and not by jury and shall be included in any judgment costs, advances and attorney fees.

19. **WAIVER OF RIGHT TO TRIAL BY JURY.** BORROWER HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THIS NOTE OR ANY OTHER LOAN DOCUMENT, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE MODIFICATION HEREOF OR THEREOF OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF BORROWER AND LENDER OR ANY OF THEM WITH RESPECT TO THIS NOTE OR ANY OTHER LOAN DOCUMENT (AS NOW OR HEREAFTER MODIFIED) OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND BORROWER HEREBY AGREES AND CONSENTS THAT LENDER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF BORROWER TO THE WAIVER OF ANY RIGHT BORROWER MIGHT OTHERWISE HAVE TO TRIAL BY JURY.

20. **MISCELLANEOUS.**

(a) Whenever used herein, the words "Borrower" and the "Lender" hereof shall be deemed to include plural and singular and their respective heirs, personal representatives, successors and assigns.

(b) The captions or heading at the beginning of each paragraph hereof are for convenience and shall not play any part in the interpretation of this Note.

(c) Borrower agrees pursuant to this Promissory Note that neither it nor any of its trustees or legal representatives or agents shall encumber the collateral property in any way without first acquiring Lender's written approval.

(d) Borrower confirms that he/she has read the foregoing, has had the opportunity to have this Note reviewed by counsel and has otherwise satisfied himself/herself to the legal rights and obligations of this Note and voluntarily agrees to be bound hereby.

21. **EXHIBITS.** All exhibits, schedules or other items attached hereto are incorporated into this Note by such attachment for all purposes.

IN WITNESS WHEREOF, Borrower has executed and agrees to be bound by this Note as of the date first above written.

WITNESS

BORROWER

FETTER HEALTH CARE NETWORK, INC.
Formerly known as FRANKLIN C. FETTER
FAMILY HEALTH CENTER, INC.
aka THE FETTER CLINIC

Legal Services

By: *[Signature]*

Its: *CEO*

N

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

MORTGAGE/DEED OF TRUST CANCELLATION
AND RELEASE

The undersigned being the mortgagee of record certifies:

The mortgage of Franklin C. Fetter Family Health Center, Inc. to Chicora Life Center, LC, recorded in the office of the Register of Deeds of Charleston County on _____ in book _____ at page _____ is cancelled and the lien of the foregoing instrument has been or is hereby released.

The Register of Deeds may enter this cancellation into record.

Under penalties of perjury, I declare that I have examined this affidavit this 12th day of October, 2015 and, to the best of my knowledge and belief, it is true, correct, and complete.

WITNESS my/our hand this 12th day of October, 2015.

CHICORA LIFE CENTER, LC

By: [Signature]
Douglas M. Durbano, Manager of Chicora
Gardens Holdings, LLC
Its: Manager

[Signature]
(Witness Signature)

[Signature]
(Witness or Notary Signature)

State of Utah)
)
County of Davis)

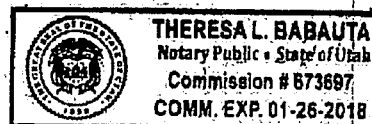
This instrument was acknowledged before me this 12th day of October, 2015 by Douglas M. Durbano, Manager of Chicora Gardens Holdings, LLC, which is the Manager of Chicora Life Center, LC.

Signature of Notary [Signature]

Notary Public, State of Utah

Printed Name of Notary Theresa Babauta

My Commission Expires: 01-06-2018



CITY OF NORTH CHARLESTON BUILDING DEPARTMENT

INSPECTION REPORT



Telephone: 740-2564

Date: Dec 22 2015

P - PASS F - FAIL (REQUIRES REINSPECTION)

Permit Number: 1506174

Type: BC

Zoning District: B-2

Owner: CHICORA LIFE CENTER,

Inspector: jamesw

Address: 3600 Rivers Ave Ste 1300

Subdivision:

Tax Map: 469-07-00-00

1

Description of Work: int upfit-ok per john murdaugh

Contractor: Bennett-Hofford Construction Co Inc, 803 722 8169

REINSPECTION: Yes

Proposed Use: Commercial

Temp CO

INSPECTION TYPE: MISC

Ok to set up office furniture

INSPECTION RESULT: PASS

Reinspection Needed: _____

Reinspection Fee: _____

NOTES:

James W. White
PRINT NAME

[Signature]
SIGNATURE

[Signature]
BUILDING OFFICIAL

CITY OF NORTH CHARLESTON BUILDING DEPARTMENT

INSPECTION REPORT



Telephone: 740-2564

Date: Dec 22 2015

P - PASS

F-FAIL (REQUIRES REINSPECTION)

Permit Number 1505679

Type: ME

Zoning District: B-2

Owner: CHICORA LIFE CENTER,

Inspector: jamesw

Address: 3600 Rivers Ave Ste 1300

Subdivision:

Tax Map: 469-07-00-00

1

Description of Work: NEW UNIT- APPROVED BY D.B.

Contractor: US Hammer Construction Services llc, 843 347 3489

REINSPECTION: No

Proposed Use: MECHANICAL

INSPECTION TYPE: FINA

INSPECTION RESULT: PASS

Reinspection Needed: _____

Reinspection Fee: _____

NOTES:

James Whitaker
PRINT NAME

[Signature]
SIGNATURE

[Signature]
BUILDING OFFICIAL

CITY OF NORTH CHARLESTON BUILDING DEPARTMENT

INSPECTION REPORT



Telephone: 740-2564

Date: Dec 22 2015

P - PASS F - FAIL (REQUIRES REINSPECTION)

Permit Number: 1506210

Type: EL

Zoning District: B-2

Owner: CHICORA LIFE CENTER.

Inspector: James W.

Address: 3600 Rivers Ave Ste 1300

Subdivision:

Tax Map: 469-07-00-00

Description of Work: INSTALL ELECTRICAL TO AC. **2011 NEC** \$12,080.00**

Contractor: Robert Anderson Elec, 843 577 5775

REINSPECTION: No

Proposed Use: commercial

INSPECTION TYPE: FINAL

INSPECTION RESULT: PASS

Reinspection Needed: _____

Reinspection Fee: _____

NOTES:

PRINT NAME

SIGNATURE

James W. Hahn
BUILDING OFFICIAL





CHICORA LIFE CENTER

3600 Rivers Ave., N Charleston, SC 29405

January 1, 2016

Franklin C. Fetter Family Health Center, Inc.
Attn: Ruth Jordan
51 Nassau St.
Charleston, SC 29403

RE: Fetter Clinic Occupancy

Dear Ruth Jordan, Interim CEO:

Chicora Life Center, LC ("CLC") is pleased to report and notify you that your Leased Premises at 3600 Rivers Avenue, N Charleston, SC 29405, as outlined in the lease dated August 4, 2014 as amended ("Lease") between CLC and Franklin C. Fetter Family Health Center, Inc. ("Fetter Clinic"), are complete with the agreed upon Tenant Improvements in place and ready for Fetter Clinic to take occupancy. The City of North Charleston has also issued a certificate of occupancy (issued December 21, 2015) as required by the Lease.

Enclosed are 2 invoices that have been prepared per the Lease. One of the invoices represents the Fetter Clinic's portion for the Tenant improvements that have been completed. The second represents the first Monthly Rental and Direct Operating Expense, the term of the Lease starting January 1, 2016.

CLC looks forward to having the Fetter Clinic as a tenant and valued partner. You may take possession of the Leased Premises and pick up keys at your convenience. Please contact myself Karl David, CLC's Property Manager, to pick up keys or make any necessary arrangements that Fetter may need in occupying its space. I may be contacted by Phone or Email at 843-501-7099 or karl@ChicoraLifeCenter.com.

Sincerely,

Karl David
Chicora Life Center, LC

Enclosures:

1. Invoice #00000049 TI Reimbursement of Fetter portion of TI's.
2. Invoice # 030320151115 January 2016 Rental Payment



3600 Rivers Ave.
North Charleston, SC
29405

Invoice

Invoice Date: 1/1/2016
Invoice #: 030320151115

Bill To:

Franklin, C. Fetter Family Health Center
c/o Jackie Ables
51 Nassau St.
Charleston, SC 29403

Date	Description	Amount
12/3/2015	Monthly Rent per Lease Agreement dated 8/4/2014 as amended. See 3 amendments	14,801.00

Wire Instructions:

Bank Name- Bank of American Fork
476 W. Heritage Park Blvd. Ste 100 Layton, UT 84041
ABA Routing- 124301025
Account Name- Chicora Life Center, LC
Account Number- 13102108

Balance Due	\$14,801.00
-------------	-------------

Chicora Life Center
3600 Rivers Ave.
North Charleston, SC
29405

Invoice

Date	Invoice #
1/4/2016	00000049

Bill To	
Franklin C. Fetter Family Health Center c/o Jackie Ables 51 Nassau St. Charleston, SC 29403	
Description	Amount
Tenant Improvements completed pre Bennet and Hoffard contract	62,983.00
Bennett and Hoffard contract amount applicable to tenant improvements	248,641.00
Less landlord's portion (Budget cap)	-56,626.00
Total	\$254,998.00
Wire Instructions: Company - Chicora Life Center, LLC Bank- Bank of America Fork 176 W. Heritage Park Blvd, Ste. 200 ABA Routing- 124301025 Account Name- Chicora Life Center Account Number- 13102108	





Fetter

CERTIFICATE OF OCCUPANCY
CITY OF NORTH CHARLESTON

Date Completed: 01/21/2016

2012 International Building Code

This Certificate issued pursuant to the requirements of the Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of North Charleston regulating building construction or use.

Permit: 1506174

Proposed Use: Commercial

Occupant Load: 0

Occupancy Type:

Square Footage: 0

Contractor: Bennett-Hofford Construction Co Inc

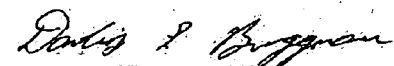
Property Owner: CHICORA LIFE CENTER

3600 RIVERS Ave

Project Address: 3600 Rivers Ave Ste 1300

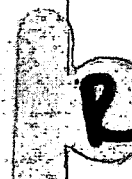
TMS#: 469-07-00-001

Sprinkler System Required: Yes


Darbis L. Briggman, Building Official

01/21/2016

, Date



FETTER HEALTH CARE NETWORK
CHICORA LIFE CENTER
WALK THROUGH INSPECTION
FEBRUARY 5 - 9, 2016

ROOM #	ROOM NAME	ITEM	COMMENTS
1300	Lobby	Reception area back wall not finished	
		Reception area desk not installed	
		Plates in floor need to be recovered with concrete	
		Doors to hallway - Magnet cover missing (Not working)	
		Door locks for reception area doors on backward	
		Clean existing doors	
1301	Peds. Waiting	Remove entry door to waiting area	
		Sand and repaint trim for entry door	
		Restroom - Add ceiling light to bathroom	
		Restroom - Remove Rubbermaid box and repair wall	
		Restroom - holes in wall	
		Restroom - replace flooring	
1302	Bathroom	Clean floors, sinks, cabinet, and toilet	
		Replace toilet seat	
		Add screw to wall plate near toilet	
1303	Peds. Draw	Missing sink	
		Door knob not working and missing screw	
		Fill cut out in door	
		Align door knob stop	
1304	Peds. Triage	Missing sink	
		Door finish scared	
		Remove wood plate on wall	
		Align door stop	
1305	Peds. Exam	Relocate sink as shown on plans	
		Align door knob stop	
		Fill cut out in door	
		Remove metal plate on wall	
1306	Peds. Exam	Door knob not working	
		Patch floor near wall	
1307	Restroom	Install toilet	
		Change out electric receptacles	
	Hallway	Repair wall next to water fountain	
1308	Peds. Exam	Replace ceiling tile	
		Replace light cover	
1309	Peds. Exam	Replace light cover	
		Door doesn't lock properly	
1311	Peds. Exam	Repair wall around data receptacle	
1312	Peds. Exam	Fill in cut outs in door	
		Door has dents	
		Align door knob stop	
		Missing sink	
1313	Peds. Exam	Missing sink	
		Fill in cut outs in door	
		Clean paint off receptacles	
1314	Nurses Station	Remove walls	
		Remove sink	



ROOM #	ROOM NAME	ITEM	COMMENTS
		Remove Door	
		Reinstall ceiling tile	
1315	Peds. Exam	Replace door knob	
		Repair cracks in wall above door	
1316	Peds. Waiting	Patch wall around receptacle	
1317	Rpt. Station	Paint all parts of door trims	
		Patch holes in walls	
1318	Sick Waiting	Add ceiling tile next to register	
		Door knob doesn't lock properly	
1319	Fin. Counsel.	Replace light cover	
		Remove wood plate on wall and repair wall	
		Patch holes in walls	
1320	Adult Exam	Repair door knob	
		Repair door jamb	
		Door doesn't close properly	
		Missing sink	
1321	Adult Exam	Door doesn't lock properly	
		Door doesn't close properly	
1322	Nurses Station	Remove Door	
		Remove walls	
		Replace damaged ceiling tiles	
		Repair ceiling grid	
1323	Adult Exam	Door doesn't close properly	
		Door doesn't lock properly	
		Missing sink	
1324	Adult Exam	Missing sink	
		Door doesn't close properly	
1325	Adult Exam	Door doesn't lock properly	
1326	Adult Exam	Replace light switch	
		Door doesn't close properly	
1327	Adult Exam	Repair wall over door	
		Replace ceiling tile	
		Door doesn't lock properly	
1328	Restroom	Change out electric receptacles?	
		Add toilet	
		Replace light cover	
		Caulk around sink	
1329	Main Lab	Change light cover	
		Caulk around sink	
		Repair door frame	
1330	Sub Waiting	Replace toilet	
		Door doesn't lock properly	
		Repair wall over door	
		Finish bathroom floor	
1331	Educ. Room	Walls need repairs	
		Lights not working	
		Replace light cover	
		Door doesn't lock properly	
1332	OB Waiting	Door needs to be refinished	
		What is plate/vent on wall	
		Replace light cover	
		Replace ceiling tile	

ROOM #	ROOM NAME	ITEM	COMMENTS
1333	Office	Align door stop	
		remove wall plate	
		Repair hole in wall behind door near floor	
		Add door knob stop	
1334	Restroom	Finish restroom - add toilet, sink, etc.	
		Door doesn't close properly	
1335	office	Carpet in offices?	
		Replace light cover	
		Door doesn't close properly	
		Door doesn't lock properly	
		Door damaged near door knob	
1336	Office	Carpet in offices?	
1337	Office	Carpet in offices?	
		Door doesn't close properly	
		Door doesn't lock properly	
1338	Office	Carpet in offices?	
		Relocate junction box	
		Door doesn't close properly	
		Door doesn't lock properly	
1339	Office	Carpet in offices?	
1342	Lounge	Install sink and cabinets	
		Repair wall plate by door	
1343	Wm. Restroom	Needs cleaning and painting	
		Patch holes in walls	
		Light fixture hanging down	
		Install new dividers	
1344	Men Restroom	Needs cleaning and painting	
		Patch holes in walls	
		Install new dividers	
1345	Conference	Replace door knob	
		Replace light cover	
		Lights not working	
1346	OB Exam	Add sink	
1347	OB Exam	Add sink	
		Door doesn't lock properly	
		Door doesn't close properly	
1348	OB Exam	Add sink	
		Door doesn't lock properly	
1349	OB Reception	Wall cut out	
		Install shelving in closet across from reception area	
		Door knob on backwards	
		Door doesn't close properly	
		Clean and paint rusted cover on wall at fire alarm	
1350	OB Exam	Add sink	
		Lights not working	
1351	Storage	Replace light cover	
		No light switch in room	
		Door doesn't close properly	
	Hallway	Clean and test water fountains	
		Repair damaged walls throughout hallway	

S

D & A

DERFNER
& ALTMAN

April 26, 2016

BY EMAIL AND U.S. MAIL
doug@durbanolawfirm.com
Douglas M. Durban
476 Heritage Blvd., #200
Layton, UT 84041

RE: Fetter Health Care Network, Inc./Chicora Life Center
3600 Rivers Avenue

Dear Mr. Durban:

Fetter Health Care Network signed a lease on August 4, 2014 with Chicora Life Center, LLC. The reason for the execution of the lease was the immediate need of Fetter to relocate its North Charleston office to serve patients in the area. Although it has been almost two years since the execution of the lease, there have been multiple issues involved with renovation and a timely delivery of the premises for use. Most recently there was a proposal made on behalf of Fetter to have the space ready by April 1, 2016. This proposal was ignored.

Almost simultaneously with the passage of April 1, 2016, Fetter obtained knowledge of the filing of a foreclosure proceeding by the holder of a first mortgage on the old Naval Hospital. In addition, we also became aware of action taken by the County of Charleston to terminate its lease. Both of these major occurrences have sent a clear message to Fetter requiring immediate action.

One of the basic tenets of a lease is for the Landlord to be able to provide the space described in the lease in a timely fashion in order that quiet enjoyment of the property can be utilized by our client. In this case, the delays and the inability to deliver the space within a reasonable amount of time, the fact that the common areas have not been completed, the fact that there is a foreclosure indicating that millions of dollars are due and owing, and the inability of the Landlord to immediately cure the defaults, our client has declared that Chicora Life Center is in breach of its the lease.

Fetter will immediately begin its search for another location.

Very truly yours,

DERFNER & ALTMAN, LLC



Samuel H. Altman

SHA/kew

ARMAND DERFNER | SAMUEL H. ALTMAN | JONATHAN S. ALTMAN

843.723.9804 (PHONE) | 843.723.7446 (FAX) | 515 KING STREET | SUITE B | CHARLESTON, S.C. 29403 | WWW.DERFNERALTMAN.COM

cc: Ruth Jordan, Interim CEO of Fetter Health Care Network
John Massalon, Esquire

T

Douglas M. Durbano

From: Douglas M. Durbano
Sent: Thursday, February 18, 2016 1:31 PM
To: Samuel Altman
Cc: Jacob Briggs
Subject: RE: Fetter Space

Sam;
Can you give me an update on your clients payment status?

Thanks

Douglas M. Durbano

Attorney at Law
801-776-4111
doug@durbanolawfirm.com email
476 Heritage Blvd. #200, Layton Ut. 84041

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

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Friday, February 12, 2016 12:14 PM
To: Samuel Altman <saltman@derfneraltman.com>
Cc: jake@durbanolawfirm.com
Subject: RE: Fetter Space

Sam, attached is the CO for the Fetter Space, issued on 1-21-16. They could move in and occupy any time they want.

Also, the latest invoice is also attached.

Your help is greatly appreciated in expediting payment, even if it is partial.

Please have your client forward any additional finishing, TI or other space improvements or requests and we will get them priced out and get a confirmed completion date back to you so that they can calendar and move in asap.

Thanks

Douglas M. Durbano

Attorney at Law
801-776-4111
doug@durbanolawfirm.com email
476 Heritage Blvd. #200, Layton Ut. 84041

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From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Wednesday, February 10, 2016 11:06 AM
To: 'Samuel Altman' <saltman@derfneraltman.com>
Cc: 'jake@durbanolawfirm.com' <jake@durbanolawfirm.com>
Subject: FW: Fetter Space

Sam,

We got the below email last week and in fact Fetter came and looked through their space again. They requested various work to be done. The building manager informed them that no new work would be done until the old bills have been paid or resolved to which they responded "that is being worked out between the lawyers". I assume that is you and me.

I am unaware of any "workout" discussions. If we need to have some, let's talk.

In the meantime, Chicora really needs to get paid something! Banks are threatening default, contractors are threatening liens and other nasty things. Some are saying we need to get a suit filed to force compliance. Electric bills and Security Guard payroll is ongoing.

Please provide whatever help you can as to Fetter's meeting of their obligations under the Lease with Chicora. A good faith partial payment would be well received.

Time is of the essence!

Thanks

Douglas M. Durban

Attorney at Law

801-776-4111

doug@durbanlawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

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From: Patrick Nwaezeigwe [mailto:Patrick_Nwaezeigwe@fetterhealthcare.org]

Sent: Thursday, February 4, 2016 1:44 PM

To: Jeremy Blackburn <jeremy@chicoralifecenter.com>

Cc: Karl David <karl@chicoralifecenter.com>; Ruth Jordan <Ruth_Jordan2@fetterhealthcare.org>; Adrian Williams <awilliams@atlanticsouthconsulting.com> <awilliams@atlanticsouthconsulting.com>; John Hinson <jchinson3@gmail.com>

Subject: RE: Keys and Punch

Good Afternoon Jeremy!

I am writing this email on behalf of Ms. Jordan to inform you that Mr. Adrian Williams and Fetter's Facility Committee members including Ms. Jordan will be at Chicora Life Center tomorrow at 9AM to discuss among other things Punch List with you and your team.

Thanks,

Patrick Nwaezeigwe, MBA
Chief Financial Officer
Fetter Health Care Network
51 Nassau Street
Charleston, SC 29403

843-300-2523

Douglas M. Durbano

From: Liza Walsh
Sent: Tuesday, February 23, 2016 1:38 PM
To: doug@durbanolawfirm.com
Cc: Samuel H. Altman
Subject: Fetter Health Care Network/Chicora Life Center Lease
Attachments: Ltr Doug Durbano 022316.pdf

Please see attached letter from Sam Altman. Thanks.

PLEASE UPDATE YOUR RECORDS WITH OUR NEW FIRM NAME AND EMAIL ADDRESSES. Thank you.

Liza Walsh
Paralegal
Derfner & Altman, LLC
575 King Street, Suite B
Charleston, SC 29402
843.723.9804 x222
843.723.7446 (facsimile)
lwals@derfneraltman.com

Doug Durbano

From: Doug Durbano <doug@chicoralifecenter.com>
Sent: Monday, February 29, 2016 12:14 PM
To: 'Samuel Altman'; 'Liza Walsh'
Cc: Karl David (karl@chicoralifecenter.com); 'hank@bennethofford.com'; 'Jeremy Blackburn'
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Sam, we got your letter last week and have been trying to figure out the disconnect between your numbers and ours.

Who is the 'project manager' that your letter references who established the value of the work completed to be at \$118,894?

We need to get this person connected with Hank Hofford and/or our Project Manager, Karl David and sort this out.

As to the new TI's that your client wants, we are happy to accommodate by way of amendment, but we need to resolve the outstanding bills first and establish how the new TI's will be paid for in a timely manner.

Thanks.

Douglas M. Durbano

Chicora Life Center LC
801-776-1111 Office
doug@chicoralifecenter.com email
476 Heritage Park Blvd. #200, Layton UT 84041

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From: Liza Walsh [mailto:lwalsh@derfneraltman.com]
Sent: Tuesday, February 23, 2016 1:38 PM
To: doug@durbanolawfirm.com
Cc: Samuel H. Altman <saltman@derfneraltman.com>
Subject: Fetter Health Care Network/Chicora Life Center Lease

Please see attached letter from Sam Altman. Thanks.

PLEASE UPDATE YOUR RECORDS WITH OUR NEW FIRM NAME AND EMAIL ADDRESSES. Thank you.

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Paralegal
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843.723.9804 x222
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lwalsh@derfneraltman.com

Douglas M. Durbanò

From: Karl
Sent: Monday, February 29, 2016 12:52 PM
To: 'Adrian Williams'
Cc: 'Douglas M. Durbanò'; 'Jeremy Blackburn'; 'Brent Wilde'
Subject: RE: Chicora Life Center - Fetter Health Care Network Space

Adrian,

Per our phone conversation this afternoon
Chicora Life is not willing to give Fetter any information until
There has been a good faith payment made on their end

As stated - I talked with the General Contractor this
Morning and he is preparing to file a lien against Fetter on the property
This week.

From: Adrian Williams [mailto:awilliams@atlanticsouthconsulting.com]
Sent: Monday, February 29, 2016 2:40 PM
To: 'Karl' <karl@chicoralifecenter.com>
Subject: Chicora Life Center - Fetter Health Care Network Space

Karl,

I was asked by Fetter to get the following information for their insurance carrier, concerning the Chicora Life Center. They need the following information:

1. Construction of Building, Height, Type of Roof and Year of Construction:
2. If building is over 25 years old, dates of system updates: Wiring _____ Plumbing _____ HVAC _____ Roof _____
3. Closest Structures and distance on Right side, Left side and Rear:
4. Burglar and/or fire alarms type or protection:
5. Burglar alarm installed and serviced by:

Sincerely,

Adrian L. Williams, P.E.
Atlantic South Consulting Services, LLC
3030 Ashley Town Center Drive, Suite 101-A
Charleston, SC 29414
Phone: (843) 266-3998
Mobile: (843) 200-3803

Doug Durbano

From: Karl <karl@chicoralifecenter.com>
Sent: Monday, February 29, 2016 12:58 PM
To: 'Doug Durbano'; 'Samuel Altman'; 'Liza Walsh'
Cc: hank@bennethofford.com; 'Jeremy Blackburn'
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Doug – please note the date of the invoice sent to Fetter
The invoice and numbers are from the summer. The contract amount is correct
But lots of work completed since that billing.
The general contractor has billed for 100% of the contract amount
And expects to file a lien on the property against Fetter this week.

Karl
The Project Manager in question

From: Doug Durbano [mailto:doug@chicoralifecenter.com]
Sent: Monday, February 29, 2016 2:14 PM
To: 'Samuel Altman' <saltman@derfneraltman.com>; 'Liza Walsh' <lwalsh@derfneraltman.com>
Cc: Karl David <karl@chicoralifecenter.com>; hank@bennethofford.com; 'Jeremy Blackburn' <jeremy@chicoralifecenter.com>
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

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Douglas M. Durbano

Chicora Life Center LC
801-776-1111 Office
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Sent: Tuesday, February 23, 2016 1:38 PM
To: doug@durbanolawfirm.com
Cc: Samuel H. Altman <saltman@derfneraltman.com>
Subject: Fetter Health Care Network/Chicora Life Center Lease

Douglas M. Durbano

From: Samuel Altman
Sent: Monday, February 29, 2016 1:31 PM
To: Douglas M. Durbano
Subject: Fwd: Fetter Health Care Network/Chicora Life Center Lease

I left a voice mail for you -
Sam

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

From: elj32 <elj32@aol.com>
Date: Mon, Feb 29, 2016 at 3:21 PM
Subject: Re: Fetter Health Care Network/Chicora Life Center Lease
To: Samuel Altman <saltman@derfneraltman.com>

We can have our project manager, Adrain Williams speak with Hank Hoffman. Karl admitted that the Chicora figures were wrong and want ed us/Fetter to estimate what we thought was owed. Hoffman is the 3rd contractor that Chicora has hired. About a 1/4 was tenant improvements. Most was landlord cost painting, installing heating, air, stripping and sanding floors. Let us know when they would like to meet. Thanks. Ruth.
T-Mobile. America's First Nationwide 4G Network.

----- Original message -----

From: Samuel Altman
Date: 02/29/2016 2:29 PM
To: Ruth Jordan;
Subject: Fwd: Fetter Health Care Network/Chicora Life Center Lease

Please review and advise

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

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Date: Mon, Feb 29, 2016 at 2:14 PM
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease
To: Samuel Altman <saltman@derfneraltman.com>, Liza Walsh <lwalsh@derfneraltman.com>
Cc: Karl David <karl@chicoralifecenter.com>, hank@bennethofford.com, Jeremy Blackburn <jeremy@chicoralifecenter.com>

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Thanks

Douglas M. Durbano

From: Douglas M. Durbano
Sent: Tuesday, March 01, 2016 2:04 PM
To: 'Samuel Altman'
Cc: Karl David (karl@chicoralifecenter.com); 'hank@bennethofford.com'; 'Jeremy Blackburn'
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Sam; Tried to call you back, sorry I missed you.

I think it may be most productive to put Fetter and Hofford in direct contact with each other and let them work out the past amounts owed and the future costs for TI's as well as payment arrangements.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton UT 84041

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From: Samuel Altman [mailto:saltman@derfneraltman.com]
Sent: Monday, February 29, 2016 1:31 PM
To: Douglas M. Durbano <doug@durbanolawfirm.com>
Subject: Fwd: Fetter Health Care Network/Chicora Life Center Lease

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Sam

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Douglas M. Durbano

From: Douglas M. Durbano
Sent: Tuesday, March 01, 2016 2:38 PM
To: Samuel Altman
Cc: Karl David; hank@bennetthofford.com; Jeremy Blackburn
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Sam, I just spoke with Karl and he will reach out to Adrian Williams and get everyone together ASAP for solutions.

Thanks

Douglas M. Durbano

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From: Samuel Altman [mailto:saltman@derfneraltman.com]
Sent: Monday, February 29, 2016 1:31 PM
To: Douglas M. Durbano <doug@durbanolawfirm.com>
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To: Samuel Altman <saltman@derfneraltman.com>

Douglas M. Durbano

From: Karl
Sent: Tuesday, March 01, 2016 2:47 PM
To: 'Adrian Williams'; 'Samuel Altman'; 'Douglas M. Durbano'; 'Jeremy Blackburn'
Subject: FW: Fetter Health Care Network/Chicora Life Center Lease

Adrian – when are you free to meet – better yet call me
So I can set up a time for everyone to meet – bring the check book with you

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Tuesday, March 1, 2016 4:38 PM
To: Samuel Altman <saltman@derfneraltman.com>
Cc: Karl David <karl@chicoralifecenter.com>; hank@bennetthofford.com; Jeremy Blackburn <jeremy@chicoralifecenter.com>
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From: Samuel Altman [mailto:saltman@derfneraltman.com]
Sent: Monday, February 29, 2016 1:31 PM
To: Douglas M. Durbano <doug@durbanolawfirm.com>
Subject: Fwd: Fetter Health Care Network/Chicora Life Center Lease

Douglas M. Durbano

From: Hank Hofford
Sent: Tuesday, March 01, 2016 4:08 PM
To: Douglas M. Durbano; Samuel Altman
Cc: Karl David; Jeremy Blackburn
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Email or call me if you need to meet...843-722-8169..xt 224...H

Hank Hofford

Bennett Hofford Construction
Historic Rice Mill Building
17 Lockwood Drive, 4th Floor
Charleston, SC 29401
m: (843) 729-9916
o: (843) 722-8169 xt. 224
f: (843) 577-2061
hank@bennethofford.com
www.bennethoffordconstruction.com

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From: Samuel Altman [mailto:saltman@derfneraltman.com]
Sent: Monday, February 29, 2016 1:31 PM
To: Douglas M. Durbano <doug@durbanolawfirm.com>
Subject: Fwd: Fetter Health Care Network/Chicora Life Center Lease

I left a voice mail for you -
Sam

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

From: elj32 <elj32@aol.com>

Douglas M. Durbano

From: Adrian Williams
Sent: Wednesday, March 02, 2016 5:02 AM
To: 'Karl'; 'Samuel Altman'; 'Douglas M. Durbano'; 'Jeremy Blackburn'
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Karl,

I can meet you Friday morning at 10.

Sincerely,

Adrian L. Williams, P.E.
Atlantic South Consulting Services, LLC
3030 Ashley Town Center Drive, Suite 101-A
Charleston, SC 29414
Phone: (843) 266-3998
Mobile: (843) 200-3803
Fax: (843) 266-3999

From: Karl [mailto:karl@chicoralifecenter.com]
Sent: Tuesday, March 01, 2016 4:47 PM
To: 'Adrian Williams'; 'Samuel Altman'; 'Douglas M. Durbano'; 'Jeremy Blackburn'
Subject: FW: Fetter Health Care Network/Chicora Life Center Lease

Adrian – when are you free to meet – better yet call me
So I can set up a time for everyone to meet – bring the check book with you

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From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Tuesday, March 01, 2016 2:04 PM
To: 'Samuel Altman' <saltman@derfneraltman.com>

Douglas M. Durbano

From: Karl David
Sent: Wednesday, March 02, 2016 5:18 AM
To: Adrian Williams
Cc: Samuel Altman; Douglas M. Durbano; Jeremy Blackburn
Subject: Re: Fetter Health Care Network/Chicora Life Center Lease

Adrian - That time frame is fine - however:

I will have an updated payment application from the General Contractor for all to review and agree to a number.

What I will need from you / Fetter is a time frame when a check can be picked up this will be very important to know -- to prevent a lien from being filed Monday morning. Time has run out

With that being said I understand we are meeting to resolve and get a payment to the contractor. Are you preparing the conditional releases or do I? If I do so I'll be using the standard AIA documents - please advise

On Wed, Mar 2, 2016 at 7:01 AM, Adrian Williams <awilliams@atlanticsouthconsulting.com> wrote:

Karl,

I can meet you Friday morning at 10.

Sincerely,

Adrian L. Williams, P.E.
Atlantic South Consulting Services, LLC
3030 Ashley Town Center Drive, Suite 101-A
Charleston, SC 29414
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Douglas M. Durbano

From: Adrian Williams
Sent: Wednesday, March 02, 2016 7:20 AM
To: 'Karl David'
Cc: 'Samuel Altman'; 'Douglas M. Durbano'; 'Jeremy Blackburn'
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Karl,

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You can prepare the releases.

Sincerely,

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To: 'Adrian Williams'
Cc: 'Samuel Altman'; 'Douglas M. Durbano'; 'Jeremy Blackburn'
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Between— you / your client and their attorney—I need to be able to
Tell the general contractor a day when he can pick up a check
After this meeting or there will be no need to have the meeting
Because he will file a lien withdays

From: Adrian Williams [mailto:awilliams@atlanticsouthconsulting.com]
Sent: Wednesday, March 2, 2016 9:20 AM
To: 'Karl David' <karl@chicoralifecenter.com>
Cc: 'Samuel Altman' <saltman@derfneraltman.com>; 'Douglas M. Durbano' <doug@durbanolawfirm.com>; 'Jeremy Blackburn' <jeremy@chicoralifecenter.com>
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Douglas M. Durbano

From: Adrian Williams
Sent: Wednesday, March 02, 2016 8:49 AM
To: 'Karl'
Cc: 'Samuel Altman'; 'Douglas M. Durbano'; 'Jeremy Blackburn'
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Karl,

I'm being told the payment will be handle by the attorney, so I cannot provide a day when payment will be made.

Sincerely,

Adrian L. Williams, P.E.
Atlantic South Consulting Services, LLC
3030 Ashley Town Center Drive, Suite 101-A
Charleston, SC 29414
Phone: (843) 266-3998
Mobile: (843) 200-3803
Fax: (843) 266-3999

From: Karl [mailto:karl@chicoralifecenter.com]
Sent: Wednesday, March 02, 2016 9:41 AM
To: 'Adrian Williams'
Cc: 'Samuel Altman'; 'Douglas M. Durbano'; 'Jeremy Blackburn'
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

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Tell the general contractor a day when he can pick up a check
After this meeting or there will be no need to have the meeting
Because he will file a lien withdays

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To: 'Karl David' <karl@chicoralifecenter.com>
Cc: 'Samuel Altman' <saltman@derfneraltman.com>; 'Douglas M. Durbano' <doug@durbanolawfirm.com>; 'Jeremy Blackburn' <jeremy@chicoralifecenter.com>
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

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You can prepare the releases.

Sincerely,

Douglas M. Durbano

From: Samuel Altman
Sent: Wednesday, March 02, 2016 9:57 AM
To: Douglas M. Durbano
Cc: Ruth Jordan; Liza Walsh
Subject: Fetter

Doug

I think the best way to resolve the construction and accounting issues is to have Hank meet with Ruth Jordan as soon as possible.

Sam

Derfner and Altman, LLC
575 King Street
Charleston, SC 29402
843 723 9804

Douglas M. Durbano

From: Karl
Sent: Wednesday, March 02, 2016 11:15 AM
To: 'Adrian Williams'
Cc: 'Samuel Altman'; 'Douglas M. Durbano'; 'Jeremy Blackburn'
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Then what is there to really talk about?

We can meet on Friday at 10:00 but will not guarantee what the contractor
Will do after the meeting

From: Adrian Williams [mailto:awilliams@atlanticsouthconsulting.com]
Sent: Wednesday, March 2, 2016 10:49 AM
To: 'Karl' <karl@chicoralifecenter.com>
Cc: 'Samuel Altman' <saltman@derfneraltman.com>; 'Douglas M. Durbano' <doug@durbanolawfirm.com>; 'Jeremy Blackburn' <jeremy@chicoralifecenter.com>
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Karl,

I'm being told the payment will be handle by the attorney, so I cannot provide a day when payment will be made.

Sincerely,

Adrian L. Williams, P.E.
Atlantic South Consulting Services, LLC
3030 Ashley Town Center Drive, Suite 101-A
Charleston, SC 29414
Phone: (843) 266-3998
Mobile: (843) 200-3803
Fax: (843) 266-3999

From: Karl [mailto:karl@chicoralifecenter.com]
Sent: Wednesday, March 02, 2016 9:41 AM
To: 'Adrian Williams'
Cc: 'Samuel Altman'; 'Douglas M. Durbano'; 'Jeremy Blackburn'
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Between - you / your client and their attorney - I need to be able to
Tell the general contractor a day when he can pick up a check
After this meeting or there will be no need to have the meeting
Because he will file a lien withdays

From: Adrian Williams [mailto:awilliams@atlanticsouthconsulting.com]
Sent: Wednesday, March 2, 2016 9:20 AM
To: 'Karl David' <karl@chicoralifecenter.com>
Cc: 'Samuel Altman' <saltman@derfneraltman.com>; 'Douglas M. Durbano' <doug@durbanolawfirm.com>; 'Jeremy

Douglas M. Durbano

From: Cassie Wilson
Sent: Wednesday, March 02, 2016 1:51 PM
To: brent@chicoralifecenter.com; doug@durbanolawfirm.com
Subject: FW: Fetter Invoice and Statement

From: Lelauna Legare [mailto:Lelauna_Legare@fetterhealthcare.org]
Sent: Wednesday, March 02, 2016 1:31 PM
To: Cassie Wilson
Subject: RE: Fetter Invoice and Statement

Good Afternoon Cassie,

Again, thanks for the invoices. We noticed that we're already being charged for the office space that's not available yet. Is this correct? According to my supervisor, we shouldn't be charged for this rental space since we aren't physically occupying this space at this time.

From: Cassie Wilson [mailto:cassie@chicoralifecenter.com]
Sent: Wednesday, March 02, 2016 12:48 PM
To: Lelauna Legare
Subject: RE: Fetter Invoice and Statement

Please see attached.

From: Lelauna Legare [mailto:Lelauna_Legare@fetterhealthcare.org]
Sent: Wednesday, March 02, 2016 10:42 AM
To: Cassie Wilson
Subject: RE: Fetter Invoice and Statement

Thank You. Could you send me the February Invoice?

From: Cassie Wilson [mailto:cassie@chicoralifecenter.com]
Sent: Wednesday, March 02, 2016 12:37 PM
To: Lelauna Legare
Subject: FW: Fetter Invoice and Statement

From: Cassie Wilson [mailto:cassie@chicoralifecenter.com]
Sent: Wednesday, March 02, 2016 10:36 AM
To: 'jackie_ables@fetterhealthcare.org'
Subject: Fetter Invoice and Statement

Jackie,

I had thought another person in our office sent the invoice last month but it appears he may not have. Apologies for that. Here is the current March invoice and statement.

Thanks,

Cassie
Chicora Life Center, LC



This email has been checked for viruses by Avast antivirus software.
www.avast.com



This email has been checked for viruses by Avast antivirus software.
www.avast.com



This email has been checked for viruses by Avast antivirus software.
www.avast.com

Douglas M. Durbano

From: Brent Wilde
Sent: Wednesday, March 02, 2016 3:30 PM
To: Lelauna_Legare@fetterhealthcare.org
Cc: cassie@chicoralifecenter.com
Subject: RE: Fetter Invoice and Statement

Leluanua, thanks for your email. Respectfully our understanding is that under the lease the tenant is responsible for paying rent once the Landlord finishes the tenant improvements and a Certificate of Occupancy has been issued. The lease does not make mention that the tenant should not be charged until they physically occupy the space. If there is any tenant improvements outlined in the lease that has not been completed please let us know so that we can address it otherwise the space is ready for you to occupy.

Thanks,

Brent Wilde,
Chicora Life Center, LC

From: Cassie Wilson [mailto:cassie@chicoralifecenter.com]
Sent: Wednesday, March 02, 2016 1:51 PM
To: brent@chicoralifecenter.com; doug@durbanolawfirm.com
Subject: FW: Fetter Invoice and Statement

From: Lelauna Legare [mailto:Lelauna_Legare@fetterhealthcare.org]
Sent: Wednesday, March 02, 2016 1:31 PM
To: Cassie Wilson
Subject: RE: Fetter Invoice and Statement

Good Afternoon Cassie,

Again, thanks for the invoices. We noticed that we're already being charged for the office space that's not available yet. Is this correct? According to my supervisor, we shouldn't be charged for this rental space since we aren't physically occupying this space at this time.

From: Cassie Wilson [mailto:cassie@chicoralifecenter.com]
Sent: Wednesday, March 02, 2016 12:48 PM
To: Lelauna Legare
Subject: RE: Fetter Invoice and Statement

Please see attached.

From: Lelauna Legare [mailto:Lelauna_Legare@fetterhealthcare.org]
Sent: Wednesday, March 02, 2016 10:42 AM
To: Cassie Wilson
Subject: RE: Fetter Invoice and Statement

Douglas M. Durbano

From: Karl
Sent: Friday, March 04, 2016 6:58 AM
To: 'Jeremy Blackburn'; 'Douglas M. Durbano'
Subject: FW: Fetter Health Care Network/Chicora Life Center Lease

From: Adrian Williams [mailto:awilliams@atlanticsouthconsulting.com]
Sent: Friday, March 4, 2016 8:16 AM
To: 'Karl' <karl@chicoralifecenter.com>
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Karl,

Since this is tied up with the attorneys, I will not meet today. I will let you know if I hear anything different.

Sincerely,

Adrian L. Williams, P.E.
Atlantic South Consulting Services, LLC
3030 Ashley Town Center Drive, Suite 101-A
Charleston, SC 29414
Phone: (843) 266-3998
Mobile: (843) 200-3803
Fax: (843) 266-3999

From: Karl [mailto:karl@chicoralifecenter.com]
Sent: Wednesday, March 02, 2016 1:15 PM
To: 'Adrian Williams'
Cc: 'Samuel Altman'; 'Douglas M. Durbano'; 'Jeremy Blackburn'
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Then what is there to really talk about?

We can meet on Friday at 10:00 but will not guarantee what the contractor will do after the meeting

From: Adrian Williams [mailto:awilliams@atlanticsouthconsulting.com]
Sent: Wednesday, March 2, 2016 10:49 AM
To: 'Karl' <karl@chicoralifecenter.com>
Cc: 'Samuel Altman' <saltman@derfneraltman.com>; 'Douglas M. Durbano' <doug@durbanolawfirm.com>; 'Jeremy Blackburn' <jeremy@chicoralifecenter.com>
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Karl,

I'm being told the payment will be handle by the attorney, so I cannot provide a day when payment will be made.

Douglas M. Durbano

From: Karl
Sent: Friday, March 04, 2016 7:12 AM
To: 'Adrian Williams'
Cc: 'Jeremy Blackburn'; 'Douglas M. Durbano'; 'Samuel Altman'
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Adrian – this would appear to be another example of Fetter stalling to resolve issues
We need to meet with the contractor to agree on the percentage of completion
And to avoid a lien being filed – I would ask that you reconsider

From: Adrian Williams [mailto:awilliams@atlanticsouthconsulting.com]
Sent: Friday, March 4, 2016 8:16 AM
To: 'Karl' <karl@chicoralifecenter.com>
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Karl,

Since this is tied up with the attorneys, I will not meet today. I will let you know if I hear anything different.

Sincerely,

Adrian L. Williams, P.E.
Atlantic South Consulting Services, LLC
3030 Ashley Town Center Drive, Suite 101-A
Charleston, SC 29414
Phone: (843) 266-3998
Mobile: (843) 200-3803
Fax: (843) 266-3999

From: Karl [mailto:karl@chicoralifecenter.com]
Sent: Wednesday, March 02, 2016 1:15 PM
To: 'Adrian Williams'
Cc: 'Samuel Altman'; 'Douglas M. Durbano'; 'Jeremy Blackburn'
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Then what is there to really talk about?
We can meet on Friday at 10:00 but will not guarantee what the contractor
Will do after the meeting.

From: Adrian Williams [mailto:awilliams@atlanticsouthconsulting.com]
Sent: Wednesday, March 2, 2016 10:49 AM
To: 'Karl' <karl@chicoralifecenter.com>
Cc: 'Samuel Altman' <saltman@derfneraltman.com>; 'Douglas M. Durbano' <doug@durbanolawfirm.com>; 'Jeremy Blackburn' <jeremy@chicoralifecenter.com>
Subject: RE: Fetter Health Care Network/Chicora Life Center Lease

Douglas M. Durbano

From: Samuel Altman
Sent: Friday, March 04, 2016 10:50 AM
To: Douglas M. Durbano
Cc: Liza Walsh
Subject: Chicora Life Center/Fetter

Doug

I received a rather disturbing call this am re your project. I was told that a committee of the Charleston County Council is recommending to the full council that it terminate its lease. Fetter is concerned about this development.

Please advise.

Thanks

Sam

--
Sam Altman
575 King Street, Suite B
Charleston, SC 29403
(843) 723-9804
Derfner & Altman, LLC

Douglas M. Durbano

From: Doug D Law Firm
Sent: Saturday, March 05, 2016 11:48 AM
To: Samuel Altman
Cc: Liza Walsh
Subject: Re: Chicora Life Center/Fetter

Sam. I've heard the same thing but nothing official yet.
We are deeply concerned as well and cannot fathom how they could legally do such a thing.
We may need a coalition of lawyers at next Tuesday's council meeting to give them some proper legal advice
before they do something very foolish and expose themselves to serious and costly litigation.

Thanks, Doug D.
801-776-4111
Sent via iPhone; excuse typo's.

On Mar 4, 2016, at 9:50 AM, Samuel Altman <saltman@derfneraltman.com> wrote:

Doug
I received a rather disturbing call this am re your project. I was told that a committee of the Charleston County
Council is recommending to the full council that it terminate its lease.
Fetter is concerned about this development.
Please advise.
Thanks
Sam

Sam Altman
575 King Street, Suite B
Charleston, SC 29403
(843) 723-9804
Derfner & Altman, LLC

Douglas M. Durbano

From: Google Calendar on behalf of jeremy@chicoralifecenter.com
Sent: Wednesday, March 09, 2016 7:01 PM
To: awilliams@atlanticsouthconsulting.com; doug@durbanolawfirm.com; karl@chicoralifecenter.com; kandersen@bennetthofford.com; ruth_jordan2@fetterhealthcare.org; elj32@aol.com; jeremy@chicoralifecenter.com
Cc: awilliams@atlanticsouthconsulting.com; doug@durbanolawfirm.com; karl@chicoralifecenter.com; kandersen@bennetthofford.com; ruth_jordan2@fetterhealthcare.org; elj32@aol.com
Subject: [Update] Fetter Chicora Meeting

Postponed until next week. Mrs Jordan to confirm

Fetter Chicora Meeting

Discussion of status of completed work and work requested. Payment of work completed.

When Fri Mar 11, 2016 9:30am – 10:30am Eastern Time

Where 3600 Rivers Ave, North Charleston, SC 29405, USA ([map](#))

Who

- Jeremy Blackburn - organizer
- kandersen@bennetthofford.com
- karl@chicoralifecenter.com
- Douglas M. Durbano
- awilliams@atlanticsouthconsulting.com
- elj32@aol.com
- ruth_jordan2@fetterhealthcare.org

Douglas M. Durbano

From: Jeremy Blackburn
Sent: Tuesday, March 15, 2016 1:42 PM
To: elj32
Cc: Ruth Jordan; Douglas M. Durbano
Subject: Re: RE: Declined: Fetter Chicora Meeting

Ruth,

Left you another voice mail. Running out of time. Really would like to talk.

Thx

Jeremy Blackburn
3600 Rivers Ave
North Charleston SC 29405
Office: (843) 501-7099
Mobile: (843) 860-6120

On Wed, Mar 9, 2016 at 4:51 PM, elj32 <elj32@aol.com> wrote:

Jeremy, I in a hearing today and Thursday. So We will have to schedule next week. Will call you next week. Thanks Ruth
T-Mobile. America's First Nationwide 4G Network.

----- Original message -----

From: Jeremy Blackburn
Date: 03/09/2016 6:15 AM
To: Ruth Jordan; Ruth Jordan;
Subject: Fwd: RE: Declined: Fetter Chicora Meeting

Ruth,

See below regarding Adrian. Do you want to move meeting to Thursday?

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

From: "Adrian Williams" <awilliams@atlanticsouthconsulting.com>
Date: Mar 9, 2016 12:21 AM
Subject: RE: Declined: Fetter Chicora Meeting
To: "Jeremy Blackburn" <jeremy@chicoralifecenter.com>
Cc:

Jeremy,

Beginning Friday, I will be out of town, returning March 21st. I am available Thursday from 1:00 to 3:00.

Sincerely,

Adrian L. Williams, P.E.
Atlantic South Consulting Services, LLC
3030 Ashley Town Center Drive, Suite 101-A
Charleston, SC 29414
Phone: (843) 266-3998
Mobile: (843) 200-3803
Fax: (843) 266-3999

From: Jeremy Blackburn [mailto:jeremy@chicoralifecenter.com]
Sent: Tuesday, March 08, 2016 3:43 PM
To: Adrian Williams
Subject: Re: Declined: Fetter Chicora Meeting

Adrian,

Ruth was going to confirm this with you. Is there another time that works for you?

Jeremy Blackburn

3600 Rivers Ave

North Charleston SC 29405

Office: (843) 501-7099

Mobile: (843) 860-6120

2016-03-08 15:18 GMT-05:00 Adrian Williams <awilliams@atlanticsouthconsulting.com>:

Douglas M. Durbano

From: Jeremy Blackburn
Sent: Wednesday, March 16, 2016 12:24 PM
To: Douglas M. Durbano; Jacob Briggs
Cc: Karl David
Subject: Fetter: Ruth Jordan Conversations

Fetter has put on hold their equipment order.

Board Meeting on 28th of March to determine course of action. "They will not be the only ones in building"

Fetter is 'in' if County buys building or moves in.

County is saying that they are waiting on 'number' from Chicora. Ruth has spoken to County Council, staff and administrator.

Fetter is in major tailspin because of this.

Ruth is in DC at conference this week, will set something up with Adrian for next week.

Jeremy Blackburn
3600 Rivers Ave
North Charleston SC 29405
Office: (843) 501-7099
Mobile: (843) 860-6120

Douglas M. Durbano

From: Jeremy Blackburn
Sent: Wednesday, March 16, 2016 12:27 PM
To: Ruth Jordan
Subject: Conversation

Mrs. Jordan,

Lost you on the call. What I heard is that you will get with Adrian for some times he and you can meet early next week to review the costs and tenant space. You are also waiting until the 28th for a Board of Directors meeting to determine Fetters actions regarding the lease.

Please let me know asap on the meeting with Adrian. We should get that completed, then see what happens on the rest. I, like you, hope the County will honor their contractual obligations to the people of Charleston County and the many businesses this is going to affect.

Jeremy Blackburn
3600 Rivers Ave
North Charleston SC 29405
Office: (843) 501-7099
Mobile: (843) 860-6120

Douglas M. Durbano

From: Jeremy Blackburn
Sent: Saturday, March 19, 2016 8:40 AM
To: Adrian Williams; Ruth Jordan
Subject: Re: Declined: Fetter-Chicora Meeting

Is there a time we can set a meeting on March 22. 1:00?

Hank Hafford will accomodate to meet at your convenience.

Jeremy Blackburn
3600 Rivers Ave
North Charleston SC 29405
Office: (843) 501-7099
Mobile: (843) 860-6120

On Sat, Mar 19, 2016 at 10:37 AM, Adrian Williams <awilliams@atlanticsouthconsulting.com> wrote:

I will be out of the office from March 14th to March 21st. I will return on March 22nd. Thanks.

Douglas M. Durbano

From: Jeremy Blackburn
Sent: Monday, March 21, 2016 4:16 AM
To: Adrian Williams
Cc: Ruth Jordan
Subject: RE: Declined: Fetter Chicora Meeting

Very good. Ruth?

On Mar 20, 2016 10:56 PM, "Adrian Williams" <awilliams@atlanticsouthconsulting.com> wrote:

1:00 works for me.

Sincerely,

Adrian L. Williams, P.E.
Atlantic South Consulting Services, LLC
3030 Ashley Town Center Drive, Suite 101-A
Charleston, SC 29414
Phone: (843) 266-3998
Mobile: (843) 200-3803
Fax: (843) 266-3999

From: Jeremy Blackburn [mailto:jeremy@chicoralifecenter.com]
Sent: Saturday, March 19, 2016 10:40 AM
To: Adrian Williams; Ruth Jordan
Subject: Re: Declined: Fetter Chicora Meeting

Is there a time we can set a meeting on March 22. 1:00?

Hank Hofford will accomodate to meet at your convenience.

Jeremy Blackburn

3600 Rivers Ave

North Charleston SC 29405

Office: (843) 501-7099

Mobile: (843) 860-6120

On Sat, Mar 19, 2016 at 10:37 AM, Adrian Williams <awilliams@atlanticsouthconsulting.com> wrote:

I will be out of the office from March 14th to March 21st. I will return on March 22nd. Thanks.

Douglas M. Durbano

From: Jeremy Blackburn
Sent: Tuesday, March 22, 2016 2:13 PM
To: Ruth Jordan
Cc: Douglas M. Durbano; Samuel Altman
Subject: Fetter

Mrs. Jordan,

Per the discussions today Chicora is seeking the following:

At least a partial payment by Fetter for the work completed and confirmation that Fetter will begin paying rent by a date certain.

- Fetter has agreed that a percentage of the work has been completed. Fetter to immediately pay the corresponding amount for the work completed that Fetter agrees to.
- Chicora and Bennett Hofford agree the percentage completion is close but do not agree with the dollar amounts assigned by Fetter. Payment by Fetter will be a good faith payment and the parties will work to resolve the disagreements over the amounts owed by Fetter.
- There is a disagreement of the scope of work. This also needs to be resolved after the initial payment and confirmation to move in by Fetter.
- I understand your board meeting is Monday March 28th. Chicora may file legal action before then. This legal action may include filing the lien against the Fetter building on Meeting St. as Fetter has not followed the agreement whereby the lien was released. Chicora may also pursue recourse against the bank who provided the financial letter to Chicora.
- Bennett Hofford and its sub contractors will wait until after the board meeting on March 28th. If Fetter does not act to fulfill its obligations of payment shortly thereafter Bennett Hofford will likely lien the Fetter Tenant space with a mechanics lien which will be further damage claims against Fetter by Chicora.

It is unfortunate that actions by some of Charleston County Council have caused so many challenges for us all. I hope that we can work to resolve these issues.

Sincerely,

Jeremy Blackburn
3600 Rivers Ave
North Charleston SC 29405
Office: (843) 501-7099
Mobile: (843) 860-6120
Jeremy Blackburn
3600 Rivers Ave
North Charleston SC 29405
Office: (843) 501-7099
Mobile: (843) 860-6120

Douglas M. Durbano

From: Samuel Altman
Sent: Tuesday, March 22, 2016 2:45 PM
To: Jeremy Blackburn; Douglas M. Durbano; Ruth Jordan
Cc: Armand Derfner; Liza Walsh
Subject: Re: Fetter

Jeremy

I have a call into Doug that was made about an hour ago.
Please don't threaten Fetter with legal action I just don't think a non lawyer
should make statements as you have made which are not accurate.
I look forward to hearing from Doug
Sam

On Tue, Mar 22, 2016 at 4:12 PM, Jeremy Blackburn <jeremy@chicoralifecenter.com> wrote:
Mrs. Jordan,

Per the discussions today Chicora is seeking the following:

At least a partial payment by Fetter for the work completed and confirmation that Fetter will begin paying rent by a date certain.

- Fetter has agreed that a percentage of the work has been completed. Fetter to immediately pay the corresponding amount for the work completed that Fetter agrees to.
- Chicora and Bennett Hafford agree the percentage completion is close but do not agree with the dollar amounts assigned by Fetter. Payment by Fetter will be a good faith payment and the parties will work to resolve the disagreements over the amounts owed by Fetter.
- There is a disagreement of the scope of work. This also needs to be resolved after the initial payment and confirmation to move in by Fetter.
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- Bennett Hafford and its sub contractors will wait until after the board meeting on March 28th. If Fetter does not act to fulfill its obligations of payment shortly thereafter Bennett Hafford will likely lien the Fetter Tenant space with a mechanics lien which will be further damage claims against Fetter by Chicora.

It is unfortunate that actions by some of Charleston County Council have caused so many challenges for us all. I hope that we can work to resolve these issues.

Sincerely,

Jeremy Blackburn
3600 Rivers Ave
North Charleston SC 29405
Office: (843) 501-7099
Mobile: (843) 860-6120
Jeremy Blackburn
3600 Rivers Ave

North Charleston SC 29405
Office: (843) 501-7099
Mobile: (843) 860-6120

Sam Altman
575 King Street, Suite B
Charleston, SC 29403
(843) 723-9804
Derfner & Altman, LLC

Douglas M. Durbano

From: Jeremy Blackburn
Sent: Wednesday, March 30, 2016 10:18 AM
To: Ruth Jordan; Ruth Jordan
Subject: Fetter- Chicora

Ruth,

Can you update me on the Board of Directors decision last night on paying for the construction TI and plans on when to move operations in at Chicora Life Center?

Thx

Jeremy Blackburn
3600 Rivers Ave
North Charleston SC 29405
Office: (843) 501-7099
Mobile: (843) 860-6120

Douglas M. Durbano

From: Jeremy Blackburn
Sent: Wednesday, March 30, 2016 10:33 AM
To: Douglas M. Durbano
Cc: Jacob Briggs
Subject: Fwd: Fetter- Chicora

Jeremy Blackburn
3600 Rivers Ave
North Charleston SC 29405
Office: (843) 501-7099
Mobile: (843) 860-6120

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

From: Ruth Jordan <Ruth_Jordan2@fetterhealthcare.org>
Date: Wed, Mar 30, 2016 at 12:27 PM
Subject: RE: Fetter- Chicora
To: Jeremy Blackburn <jeremy@chicoralifecenter.com>
Cc: "saltman@dawlegal.com" <saltman@dawlegal.com>

Good Morning Jeremy,

The board has directed that our Attorney provide additional information as to the State of the Chicora Project given Saturday's Article and all legal

ramification before making a final decision. The attorney was out of town and should return today.

Thanks

Ruth

From: Jeremy Blackburn [mailto:jeremy@chicoralifecenter.com]
Sent: Wednesday, March 30, 2016 12:18 PM
To: Ruth Jordan <elj32@aol.com>; Ruth Jordan <Ruth_Jordan2@fetterhealthcare.org>
Subject: Fetter- Chicora

Ruth,

Can you update me on the Board of Directors decision last night on paying for the construction TI and plans on when to move operations in at Chicora Life Center?

Thx

Jeremy Blackburn

3600 Rivers Ave

North Charleston SC 29405

Office: (843) 501-7099

Mobile: (843) 860-6120

Douglas M. Durbano

From: Samuel Altman
Sent: Sunday, April 03, 2016 2:00 PM
To: Douglas M. Durbano
Cc: Liza Walsh
Subject: Chicora /Fetter/The CountyLife Center

Doug

I received your voice mail lat Friday but was unable to call back. I am scheduled to meet with our client tomorrow to discuss once again the status of the lease and the import of the foreclosure which made headlines on the front page of our newspaper last week.

Has there been any development as far as resolution of issues between your LLC and the County? As far as purchase?

The requested info will be most helpful .

Sam

--
Sam Altman
575 King Street, Suite B
Charleston, SC 29403
(843) 723-9804
Derfner & Altman, LLC

Douglas M. Durbano

From: Douglas M. Durbano
Sent: Monday, April 04, 2016 10:27 AM
To: 'Samuel Altman'
Cc: 'Liza Walsh'; 'John A. Massalon'
Subject: RE: Chicora /Fetter/The CountyLife Center

Sam:

Your questions are spot on, here is an update so you are current relative to the on goings and can advise your client.

The first lien holder did file a foreclosure action, but they called us in advance to discuss protocol and wanted us to know that they had to for the sake of their regulators/investors and hoped that such action would help to press the County and other tenants to speedily honor their Lease obligations or, as to the County buy the property. They have not served it on us and therefore no answer is due at this time. We expect them to be patient while we continue to press the County to fulfill their Lease obligations or purchase. Of course they are aware that if they do press the foreclosure, we would counter-claim and the process would be tied up in litigation pending the outcome of the County Lease.

Legally, we don't see that the pending foreclosure has any effect on the enforceability of the Leases.

We continue to have some interaction with the County as they seem to be pursuing a strategy of purchasing the Chicora Life Center rather than leasing space. The County councils vote to pursue a purchase was unanimous. We understand that they have requested an independent appraisal to determine FMV.

As you and I previously discussed various attorneys, we have had John Massalon clear conflicts as to Fetter and the County. He is copied above as we need to press both the County and Fetter to honor their Leases and pay rent or of course our lender would become concerned and continue to press us for payment via the foreclosure.

We would encourage Fetter to honor their Lease payment obligations as we are doing the same with the County. Frankly, I really don't see a way that the County could legally escape their obligations under the Lease and the unilateral termination is of no effect. Our confidence is high that the County will in fact take occupancy and fulfill their obligations as the 'Anchor' tenant for Chicora and this Social Services Hub.

We are also confident that Fetter's Lease obligations are binding as well, notwithstanding the County's recent breach.

Thanks

Douglas M. Durbano

Attorney at Law
801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

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

From: Samuel Altman [mailto:saltman@derfneraltman.com]

Sent: Sunday, April 03, 2016 2:00 PM

To: Douglas M. Durbano <doug@durbanolawfirm.com>

Cc: Liza Walsh <lwalsh@derfneraltman.com>

Subject: Chicora /Fetter/The CountyLife Center

Doug

I received your voice mail lat Friday but was unable to call back. I am scheduled to meet with our client tomorrow to discuss once again the status of the lease and the import of the foreclosure which made headlines on the front page of our newspaper last week.

Has there been any development as far as resolution of issues between your LLC and the County? As far as purchase?

The requested info will be most helpful .

Sam

Sam Altman

575 King Street, Suite B

Charleston, SC 29403

(843) 723-9804

Derfner & Altman, LLC

Douglas M. Durbano

From: Douglas M. Durbano
Sent: Wednesday, April 06, 2016 9:58 AM
To: Samuel Altman
Cc: Liza Walsh; John A. Massalon
Subject: RE: Chicora /Fetter/The CountyLife Center

Sam, could you please let us know your clients decision on how they would like to proceed?
We really need to move this forward and get payment for TI's and rent coming in.
Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton Ut. 84041

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

From: Douglas M. Durbano [<mailto:doug@durbanolawfirm.com>]
Sent: Monday, April 04, 2016 10:27 AM
To: 'Samuel Altman' <saltman@derfneraltman.com>
Cc: 'Liza Walsh' <lwash@derfneraltman.com>; 'John A. Massalon' <jmassalon@wmalawfirm.net>
Subject: RE: Chicora /Fetter/The CountyLife Center

Sam:

Your questions are spot on, here is an update so you are current relative to the on goings and can advise your client:

The first lien holder did file a foreclosure action, but they called us in advance to discuss protocol and wanted us to know that they had to for the sake of their regulators/investors and hoped that such action would help to press the County and other tenants to speedily honor their Lease obligations or, as to the County buy the property. They have not served it on us and therefore no answer is due at this time. We expect them to be patient while we continue to press the County to fulfill their Lease obligations or purchase. Of course they are aware that if they do press the foreclosure, we would counter claim and the process would be tied up in litigation pending the outcome of the County Lease.

Legally, we don't see that the pending foreclosure has any effect on the enforceability of the Leases.

We continue to have some interaction with the County as they seem to be pursuing a strategy of purchasing the Chicora Life Center rather than leasing space. The County councils vote to pursue a purchase was unanimous. We understand that they have requested an independent appraisal to determine FMV.

As you and I previously discussed various attorneys, we have had John Massalon clear conflicts as to Fetter and the County. He is copied above as we need to press both the County and Fetter to honor their Leases and pay rent or of course our lender would become concerned and continue to press us for payment via the foreclosure.

We would encourage Fetter to honor their Lease payment obligations as we are doing the same with the County. Frankly, I really don't see a way that the County could legally escape their obligations under the Lease and the unilateral termination is of no effect. Our confidence is high that the County will in fact take occupancy and fulfill their obligations as the 'Anchor' tenant for Chicora and this Social Services Hub.

Douglas M. Durbano

From: Douglas M. Durbano
Sent: Tuesday, April 12, 2016 1:19 PM
To: John A. Massalon; Jacob Briggs
Cc: Samuel M. Wheeler
Subject: RE: Fetter Complaint

Douglas M. Durbano

Attorney at Law
801-776-4111

doug@durbanolawfirm.com email
476 Heritage Blvd. #200, Layton Ut. 84041

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From: John A. Massalon [<mailto:jmassalon@wmalawfirm.net>]
Sent: Friday, April 08, 2016 2:50 PM
To: Jacob Briggs <jake@durbanolawfirm.com>; Douglas M. Durbano <doug@durbanolawfirm.com>
Subject: RE: Fetter Complaint

From: Jacob Briggs [<mailto:jake@durbanolawfirm.com>]
Sent: Thursday, April 07, 2016 6:35 PM
To: John A. Massalon <jmassalon@wmalawfirm.net>; Douglas M. Durbano <doug@durbanolawfirm.com>
Subject: Fetter Complaint

Jacob D. Briggs

Attorney at law - Of Counsel
801-776-4111 Office

jake@durbanolawfirm.com
476 Heritage Blvd. #200, Layton, Ut. 84041

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Douglas M. Durbano

From: Douglas M. Durbano
Sent: Tuesday, April 12, 2016 1:22 PM
To: John A. Massalon; Jacob Briggs
Cc: Samuel M. Wheeler; Samuel Altman
Subject: RE: Fetter Complaint

Opps. I sent this email to the wrong Sam. I have now resent to Sam Altman.
Sam Wheeler, please feel free to disregard this email.

Thanks

Douglas M. Durbano

Attorney at Law
801-776-4111
doug@durbanolawfirm.com email
476 Heritage Blvd. #200, Layton UT 84041

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

From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Tuesday, April 12, 2016 1:19 PM
To: John A. Massalon <jmassalon@wmalawfirm.net>; Jacob Briggs <jake@durbanolawfirm.com>
Cc: Samuel M. Wheeler <swheeler@scnlaw.com>
Subject: RE: Fetter Complaint

John, I still have not heard back from Fetter via Sam, who I am copying, nor have we received any payments on the TI's or Rental amounts.

I believe we need to get the Lease enforcement complaint filed ASAP.

Sam has indicated that he is comfortable working with you on this matter and even recommended you.

Thanks

Douglas M. Durbano

Attorney at Law
801-776-4111
doug@durbanolawfirm.com email
476 Heritage Blvd. #200, Layton UT 84041

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From: John A. Massalon [mailto:jmassalon@wmalawfirm.net]
Sent: Friday, April 08, 2016 2:50 PM
To: Jacob Briggs <jake@durbanolawfirm.com>; Douglas M. Durbano <doug@durbanolawfirm.com>
Subject: RE: Fetter Complaint

[REDACTED]

From: Jacob Briggs [mailto:jake@durbanolawfirm.com]
Sent: Thursday, April 07, 2016 6:35 PM
To: John A. Massalon <jmassalon@wmalawfirm.net>; Douglas M. Durbano <doug@durbanolawfirm.com>
Subject: Fetter Complaint

[REDACTED]

Douglas M. Durbano

From: Douglas M. Durbano
Sent: Monday, April 18, 2016 3:13 PM
To: John A. Massalon; Jacob Briggs
Cc: Samuel Altman
Subject: RE: Fetter Complaint

John or Sam, what is the status on this matter? We need to get it moving forward.

Thanks

Douglas M. Durbano

Attorney at Law
801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton UT 84041

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From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Tuesday, April 12, 2016 1:19 PM
To: John A. Massalon <jmassalon@wmalawfirm.net>; Jacob Briggs <jake@durbanolawfirm.com>
Cc: Samuel M. Wheeler <swheeler@scnlaw.com>
Subject: RE: Fetter Complaint

John, I still have not heard back from Fetter via Sam, who I am copying, nor have we received any payments on the TI's or Rental amounts.

I believe we need to get the Lease enforcement complaint filed ASAP.

Sam has indicated that he is comfortable working with you on this matter and even recommended you.

Thanks

Douglas M. Durbano

Attorney at Law
801-776-4111

doug@durbanolawfirm.com email

476 Heritage Blvd. #200, Layton UT 84041

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From: John A. Massalon [mailto:jmassalon@wmalawfirm.net]
Sent: Friday, April 08, 2016 2:50 PM
To: Jacob Briggs <jake@durbanolawfirm.com>; Douglas M. Durbano <doug@durbanolawfirm.com>
Subject: RE: Fetter Complaint

From: Jacob Briggs [mailto:jake@durbanolawfirm.com]
Sent: Thursday, April 07, 2016 6:35 PM
To: John A. Massalon <jmassalon@wmalawfirm.net>; Douglas M. Durbano <doug@durbanolawfirm.com>
Subject: Fetter Complaint

Douglas M. Durbano

From: John A. Massalon
Sent: Wednesday, April 20, 2016 8:07 AM
To: Douglas M. Durbano; Jacob Briggs
Subject: RE: Fetter Complaint



From: Douglas M. Durbano [mailto:doug@durbanolawfirm.com]
Sent: Tuesday, April 12, 2016 3:19 PM
To: John A. Massalon <jmassalon@wmalawfirm.net>; Jacob Briggs <Jake@durbanolawfirm.com>
Cc: Samuel M. Wheeler <swheeler@scnlaw.com>
Subject: RE: Fetter Complaint

John, I still have not heard back from Fetter via Sam, who I am copying, nor have we received any payments on the TI's or Rental amounts.

I believe we need to get the Lease enforcement complaint filed ASAP.

Sam has indicated that he is comfortable working with you on this matter and even recommended you.

Thanks

Douglas M. Durbano

Attorney at Law

801-776-4111

doug@durbanolawfirm.com email

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

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From: John A. Massalon [mailto:jmassalon@wmalawfirm.net]
Sent: Friday, April 08, 2016 2:50 PM
To: Jacob Briggs <jake@durbanolawfirm.com>; Douglas M. Durbano <doug@durbanolawfirm.com>
Subject: RE: Fetter Complaint



From: Jacob Briggs [mailto:jake@durbanolawfirm.com]
Sent: Thursday, April 07, 2016 6:35 PM
To: John A. Massalon <jmassalon@wmalawfirm.net>; Douglas M. Durbano <doug@durbanolawfirm.com>
Subject: Fetter Complaint



Jacob D. Briggs

Douglas M. Durbano

From: Liza Walsh
Sent: Tuesday, April 26, 2016 2:15 PM
To: Douglas M. Durbano
Cc: Samuel H. Altman; John A. Massalon
Subject: Fetter Health Care Network/Chicora Life Center
Attachments: Ltr Doug Durbano 042616.pdf

Please see attached letter from Sam Altman. Thanks.

PLEASE UPDATE YOUR RECORDS WITH OUR NEW FIRM NAME AND EMAIL ADDRESSES. Thank you.

Liza Walsh
Paralegal
Derfner & Altman, LLC
575 King Street, Suite B
Charleston, SC 29402
843.723.9804 x222
843.723.7446 (facsimile)
lwals@derfneraltman.com

D & A

DERFNER
& ALTMAN

April 26, 2016

BY EMAIL AND U.S. MAIL
doug@durbanolawfirm.com
Douglas M. Durban
476 Heritage Blvd., #200
Layton, UT 84041

RE: Fetter Health Care Network, Inc./Chicora Life Center
3600 Rivers Avenue

Dear Mr. Durban:

Fetter Health Care Network signed a lease on August 4, 2014 with Chicora Life Center, LLC. The reason for the execution of the lease was the immediate need of Fetter to relocate its North Charleston office to serve patients in the area. Although it has been almost two years since the execution of the lease, there have been multiple issues involved with renovation and a timely delivery of the premises for use. Most recently there was a proposal made on behalf of Fetter to have the space ready by April 1, 2016. This proposal was ignored.

Almost simultaneously with the passage of April 1, 2016, Fetter obtained knowledge of the filing of a foreclosure proceeding by the holder of a first mortgage on the old Naval Hospital. In addition, we also became aware of action taken by the County of Charleston to terminate its lease. Both of these major occurrences have sent a clear message to Fetter requiring immediate action.

One of the basic tenets of a lease is for the Landlord to be able to provide the space described in the lease in a timely fashion in order that quiet enjoyment of the property can be utilized by our client. In this case, the delays and the inability to deliver the space within a reasonable amount of time, the fact that the common areas have not been completed, the fact that there is a foreclosure indicating that millions of dollars are due and owing, and the inability of the Landlord to immediately cure the defaults, our client has declared that Chicora Life Center is in breach of its the lease.

Fetter will immediately begin its search for another location.

Very truly yours,

DERFNER & ALTMAN, LLC



Samuel H. Altman

SHA/kew

ARMAND DERFNER | SAMUEL H. ALTMAN | JONATHAN S. ALTMAN

843.723.9804 (PHONE) | 843.723.2446 (FAX) | 375 KING STREET | SUITE B | CHARLESTON, S.C. 29403 | WWW.DERFNERALTMAN.COM

cc: Ruth Jordan, Interim CEO of Fetter Health Care Network
John Massalon, Esquire

Douglas M. Durbano

From: Charline Le Barrasso
Sent: Friday, May 06, 2016 2:26 PM
To: doug@durbanolawfirm.com; jake@durbanolawfirm.com
Cc: John A. Massalon; Shannon Maney
Subject: Chicora Life Center v. Fetter Health Care Network, et al.
Attachments: 20160506 Filed Summons and Complaint.pdf



Charline L. Barrasso, Paralegal
Wills Massalon & Allen LLC
charline@wmalawfirm.net
Post Office Box 859 97 Broad Street
Charleston, SC 29402 Charleston, SC 29401
(843) 727-1144 Main Telephone
(843) 727-7696 Facsimile
<http://www.wmalawfirm.net>

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u

Cassie Wilson

From: Lelauna Legare <Lelauna_Legare@fetterhealthcare.org>
Sent: Wednesday, March 2, 2016 9:11 AM
To: mary@chicoralifecenter.com
Subject: Invoices for Fetter
Attachments: image001.png

Good Morning,

I will be working on AP while Ms. Jackie Ables is out of the office. Could you forward the Chicora invoices for Fetter to me for February & March 2016? It looks like the last invoice received was in January 2016.

Thank You,

Lelauna C. Legare
Accountant
Fetter Health Care Network
51 Nassau St.
Charleston, SC 29403
O: 843-722-4112 ext. 3012
Lelauna_Legare@fetterhealthcare.org



Fetter Health Care
NETWORK

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Cassie Wilson

From: Cassie Wilson <cassie@chicoralifecenter.com>
Sent: Wednesday, March 2, 2016 10:36 AM
To: jackie_ables@fetterhealthcare.org
Subject: Fetter Invoice and Statement
Attachments: 2016_03_01_Fetter March Invoice.pdf; 2016_03_01 Fetter Statement.pdf

Jackie,

I had thought another person in our office sent the invoice last month but it appears he may not have. Apologies for that. Here is the current March invoice and statement.

Thanks;

Cassie
Chicora Life Center, LC



Chicora Life Center

3600 Rivers Ave.
North Charleston, SC
29405

Statement

Date
3/1/2016

To:
Franklin C. Fetter Family Health Center c/o Jackie Ables 51 Nassau St. Charleston, SC 29403

		Amount Due	Amount Enc.		
		\$302,953.00			
Date	Transaction	Amount	Balance		
12/31/2015	Balance forward		0.00		
01/01/2016	INV #023. Due 01/01/2016. --- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 --- Storage \$1,776.00	16,577.00	16,577.00		
01/04/2016	INV #00000049. Due 01/04/2016. --- TI, 1 @ \$62,983.00 = 62,983.00 --- TI-Bennet & Hoffard, 1 @ \$248,641.00 = 248,641.00 --- discount, 1 @ \$56,626.00 = -56,626.00	254,998.00	271,575.00		
01/27/2016	PMT Jan Storage Rent	-1,776.00	269,799.00		
02/01/2016	INV #00000052. Due 02/01/2016. --- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 --- Storage \$1,776.00	16,577.00	286,376.00		
03/01/2016	INV #00000056. Due 03/01/2016. --- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 --- Storage \$1,776.00	16,577.00	302,953.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
16,577.00	16,577.00	269,799.00	0.00	0.00	\$302,953.00

**Chicora Life Center**

3600 Rivers Ave.
North Charleston, SC
29405

Invoice**Invoice Date:** 3/1/2016**Invoice #:** 030320151115**Bill To:**

Franklin C. Fetter Family Health Center
c/o Jackie Ables
51 Nassau St.
Charleston, SC 29403

Date	Description	Amount
March 2016	Monthly Rent per Lease Agreement dated 8/4/2014 as amended: See 3 amendments	14,801.00
	Monthly Storage Space Rent	1,776.00

Wire Instructions:

Bank Name- Bank of American Fork
476 W. Heritage Park Blvd. Ste 100 Layton, UT 84041
ABA Routing- 124301025
Account Name- Chicora Life Center, LC
Account Number- 13102108

Balance Due **\$16,577.00**

Cassie Wilson

From: Jackie Ables <Jackie_Ables@fetterhealthcare.org>
Sent: Wednesday, March 2, 2016 10:36 AM
To: Cassie Wilson
Subject: Automatic reply: Fetter Invoice and Statement

I will be out of the office starting February 4th. I will be out 4-6 weeks.

Cassie Wilson

From: Cassie Wilson <cassie@chicoralifecenter.com>
Sent: Wednesday, March 2, 2016 10:37 AM
To: 'Lelauna Legare'
Subject: FW: Fetter Invoice and Statement
Attachments: 2016_03_01 Fetter March Invoice.pdf; 2016_03_01 Fetter Statement.pdf

From: Cassie Wilson [mailto:cassie@chicoralifecenter.com]
Sent: Wednesday, March 02, 2016 10:36 AM
To: 'jackie_ables@fetterhealthcare.org'
Subject: Fetter Invoice and Statement

Jackie,

I had thought another person in our office sent the invoice last month but it appears he may not have. Apologies for that. Here is the current March invoice and statement.

Thanks,

Cassie
Chicora Life Center, LC

**Chicora Life Center**

3600 Rivers Ave.
North Charleston, SC
29405

Invoice**Invoice Date:** 3/1/2016**Invoice #:** 030320151115**Bill To:**

Franklin C. Fetter Family Health Center
c/o Jackie Ables
51 Nassau St.
Charleston, SC 29403

Date	Description	Amount
March 2016	Monthly Rent per Lease Agreement dated 8/4/2014 as amended. See 3 amendments	14,801.00
	Monthly Storage Space Rent	1,776.00

Wire Instructions:

Bank Name- Bank of American Fork
476 W. Heritage Park Blvd. Ste 100 Layton, UT 84041
ABA Routing- 124301025
Account Name- Chicora Life Center, LC
Account Number- 13102108

Balance Due **\$16,577.00**



Chicora Life Center

3600 Rivers Ave.
North Charleston, SC
29405

Statement

Date
3/1/2016

To:
Franklin C. Fetter Family Health Center c/o Jackie Ables 51 Nassau St. Charleston, SC 29403

		Amount Due	Amount Enc:		
		\$302,953.00			
Date	Transaction	Amount	Balance		
12/31/2015	Balance forward		0.00		
01/01/2016	INV #023 Due 01/01/2016. --- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 --- Storage \$1,776.00	16,577.00	16,577.00		
01/04/2016	INV #00000049 Due 01/04/2016. --- TI, 1 @ \$62,983.00 = 62,983.00 --- TI-Bennet & Hoffard, 1 @ \$248,641.00 = 248,641.00 --- discount, 1 @ \$56,626.00 = -56,626.00	254,998.00	271,575.00		
01/27/2016	PMT Jan Storage Rent	-1,776.00	269,799.00		
02/01/2016	INV #00000052 Due 02/01/2016. --- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 --- Storage \$1,776.00	16,577.00	286,376.00		
03/01/2016	INV #00000056 Due 03/01/2016. --- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 --- Storage \$1,776.00	16,577.00	302,953.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
16,577.00	16,577.00	269,799.00	0.00	0.00	\$302,953.00

Cassie Wilson

From: Cassie Wilson <cassie@chicoralifecenter.com>
Sent: Wednesday, March 2, 2016 10:48 AM
To: 'Lelauna Legare'
Subject: RE: Fetter Invoice and Statement
Attachments: 2016_02_01 Fetter Invoice.pdf

Please see attached.

From: Lelauna Legare [mailto:Lelauna_Legare@fetterhealthcare.org]
Sent: Wednesday, March 02, 2016 10:42 AM
To: Cassie Wilson
Subject: RE: Fetter Invoice and Statement

Thank You. Could you send me the February invoice?

From: Cassie Wilson [mailto:cassie@chicoralifecenter.com]
Sent: Wednesday, March 02, 2016 12:37 PM
To: Lelauna Legare
Subject: FW: Fetter Invoice and Statement

From: Cassie Wilson [mailto:cassie@chicoralifecenter.com]
Sent: Wednesday, March 02, 2016 10:36 AM
To: 'jackie_ables@fetterhealthcare.org'
Subject: Fetter Invoice and Statement

Jackie,

I had thought another person in our office sent the invoice last month but it appears he may not have. Apologies for that. Here is the current March invoice and statement.

Thanks,

Cassie
Chicora Life Center, LC



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www.avast.com

**Chicora Life Center**

3600 Rivers Ave.
North Charleston, SC
29405

Invoice**Invoice Date:** 2/1/2016**Invoice #:** 030320151115**Bill To:**

Franklin C. Fetter Family Health Center
c/o Jackie Ables
51 Nassau St.
Charleston, SC 29403

Date	Description	Amount
February 2016	Monthly Rent per Lease Agreement dated 8/4/2014 as amended. See 3 amendments	14,801.00
	Monthly Storage Space Rent	1,776.00

Wire Instructions:

Bank Name- Bank of American Fork
476 W. Heritage Park Blvd. Ste. 100 Layton, UT 84041
ABA Routing- 124301025
Account Name- Chicora Life Center, LC
Account Number- 13102108

Balance Due **\$16,577.00**

Cassie Wilson

From: Cassie Wilson <cassie@chicorallifecenter.com>
Sent: Wednesday, March 2, 2016 1:51 PM
To: brent@chicorallifecenter.com; doug@durbanolawfirm.com
Subject: FW: Fetter Invoice and Statement

From: Lelauna Legare [mailto:Lelauna_Legare@fetterhealthcare.org]
Sent: Wednesday, March 02, 2016 1:31 PM
To: Cassie Wilson
Subject: RE: Fetter Invoice and Statement

Good Afternoon Cassie,

Again, thanks for the invoices. We noticed that we're already being charged for the office space that's not available yet. Is this correct? According to my supervisor, we shouldn't be charged for this rental space since we aren't physically occupying this space at this time.

From: Cassie Wilson [mailto:cassie@chicorallifecenter.com]
Sent: Wednesday, March 02, 2016 12:48 PM
To: Lelauna Legare
Subject: RE: Fetter Invoice and Statement

Please see attached.

From: Lelauna Legare [mailto:Lelauna_Legare@fetterhealthcare.org]
Sent: Wednesday, March 02, 2016 10:42 AM
To: Cassie Wilson
Subject: RE: Fetter Invoice and Statement

Thank You. Could you send me the February invoice?

From: Cassie Wilson [mailto:cassie@chicorallifecenter.com]
Sent: Wednesday, March 02, 2016 12:37 PM
To: Lelauna Legare
Subject: FW: Fetter Invoice and Statement

From: Cassie Wilson [mailto:cassie@chicorallifecenter.com]
Sent: Wednesday, March 02, 2016 10:36 AM
To: jackie_ables@fetterhealthcare.org
Subject: Fetter Invoice and Statement

Jackie,

I had thought another person in our office sent the invoice last month but it appears he may not have. Apologies for that. Here is the current March invoice and statement.

Thanks,

Cassie
Chicora Life Center, LC



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www.avast.com



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www.avast.com

Cassie Wilson

From: Cassie Wilson <cassie@chicorallifecenter.com>
Sent: Tuesday, April 12, 2016 1:52 PM
To: 'Lelauna Legare'
Subject: RE: Fetter Invoice and Statement
Attachments: 2016_04_01 Fetter Statement.pdf; 2016_04_01 Fetter Invoice.pdf

Please see attached.

From: Lelauna Legare [mailto:Lelauna_Legare@fetterhealthcare.org]
Sent: Monday, April 11, 2016 9:09 AM
To: Cassie Wilson
Subject: RE: Fetter Invoice and Statement

Good Morning,

Could you send me the invoice for Fetter Healthcare Network?

Thanks

From: Cassie Wilson [mailto:cassie@chicorallifecenter.com]
Sent: Wednesday, March 02, 2016 12:48 PM
To: Lelauna Legare
Subject: RE: Fetter Invoice and Statement

Please see attached.

From: Lelauna Legare [mailto:Lelauna_Legare@fetterhealthcare.org]
Sent: Wednesday, March 02, 2016 10:42 AM
To: Cassie Wilson
Subject: RE: Fetter Invoice and Statement

Thank You. Could you send me the February invoice?

From: Cassie Wilson [mailto:cassie@chicorallifecenter.com]
Sent: Wednesday, March 02, 2016 12:37 PM
To: Lelauna Legare
Subject: FW: Fetter Invoice and Statement

From: Cassie Wilson [mailto:cassie@chicorallifecenter.com]
Sent: Wednesday, March 02, 2016 10:36 AM
To: 'jackie_ables@fetterhealthcare.org'
Subject: Fetter Invoice and Statement

Jackie,

I had thought another person in our office sent the invoice last month but it appears he may not have. Apologies for that. Here is the current March invoice and statement.

Thanks,

Cassie
Chicora Life Center, LC



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www.avast.com



Chicora Life Center
 3600 Rivers Ave.
 North Charleston, SC
 29405

Statement

Date
4/1/2016

To:
Franklin C. Fetter Family Health Center c/o Jackie Ables 51 Nassau St. Charleston, SC 29403

		Amount Due	Amount Enc.		
		\$316,866.06			
Date	Transaction	Amount	Balance		
12/31/2015	Balance forward		0.00		
01/01/2016	INV #023. Due 01/01/2016. --- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 --- Storage \$1,776.00	16,577.00	16,577.00		
01/04/2016	INV #00000049. Due 01/04/2016. --- TI, 1 @ \$62,983.00 = 62,983.00 --- TI-Bennet & Hoffard, 1 @ \$248,641.00 = 248,641.00 --- discount, 1 @ \$56,626.00 = -56,626.00	254,998.00	271,575.00		
01/27/2016	PMT Jan Storage Rent	-1,776.00	269,799.00		
02/01/2016	INV #00000052. Due 02/01/2016. --- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 --- Storage \$1,776.00	16,577.00	286,376.00		
03/01/2016	INV #00000056. Due 03/01/2016. --- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 --- Storage \$1,776.00	16,577.00	302,953.00		
03/10/2016	PMT #5555	-3,552.00	299,401.00		
03/31/2016	INV #00000065. Due 03/31/2016. --- Interest Charges \$888.06	888.06	300,289.06		
04/01/2016	INV #00000061. Due 04/01/2016. --- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 --- Storage \$1,776.00	16,577.00	316,866.06		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due.
16,577.00	888.06	33,154.00	254,998.00	11,249.00	\$316,866.06

**Chicora Life Center**

3600 Rivers Ave.
North Charleston, SC
29405

Invoice**Invoice Date:** 4/1/2016**Invoice #:** 030320151115**Bill To:**

Franklin C. Fetter Family Health Center
c/o Jackie Ables
51 Nassau St.
Charleston, SC 29403

Date	Description	Amount
April 2016	Monthly Rent per Lease Agreement dated 8/4/2014 as amended. See 3 amendments	14,801.00
	Monthly Storage Space Rent	1,776.00

Wire Instructions:

Bank Name- Bank of American Fork
476 W. Heritage Park Blvd. Ste 100, Layton, UT 84041
ABA Routing- 124301025
Account Name- Chicora Life Center, LC
Account Number- 13102108

Balance Due **\$16,577.00**

Cassie Wilson

From: Lelauna Legare <Lelauna_Legare@fetterhealthcare.org>
Sent: Wednesday, March 2, 2016 9:11 AM
To: mary@chicorallifecenter.com
Subject: Invoices for Fetter
Attachments: image001.png

Good Morning,

I will be working on AP while Ms. Jackie Ables is out of the office. Could you forward the Chicora invoices for Fetter to me for February & March 2016? It looks like the last invoice received was in January 2016.

Thank You,

Lelauna C. Legare
Accountant
Fetter Health Care Network
51 Nassau St.
Charleston, SC 29403
O: 843-722-4112 ext. 3012
Lelauna_Legare@fetterhealthcare.org



Fetter Health Care
NETWORK

CONFIDENTIALITY NOTICE OF EMAIL TRANSMISSION

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Cassie Wilson

From: Cassie Wilson <cassie@chicoralifecenter.com>
Sent: Wednesday, March 2, 2016 10:36 AM
To: 'jackie_ables@fetterhealthcare.org'
Subject: Fetter Invoice and Statement
Attachments: 2016_03_01 Fetter March Invoice.pdf; 2016_03_01 Fetter Statement.pdf

Jackie,

I had thought another person in our office sent the invoice last month but it appears he may not have. Apologies for that. Here is the current March invoice and statement.

Thanks,

Cassie
Chicora Life Center, LC



Chicora Life Center

3600 Rivers Ave.
North Charleston, SC
29405

Statement

Date
3/1/2016

To:
Franklin C. Fetter Family Health Center c/o Jackie Ables 51 Nassau St. Charleston, SC 29403

		Amount Due	Amount Enc.		
		\$302,953.00.			
Date	Transaction	Amount	Balance		
12/31/2015	Balance forward		0.00		
01/01/2016	INV #023: Due 01/01/2016. --- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 --- Storage \$1,776.00	16,577.00	16,577.00		
01/04/2016	INV #00000049: Due 01/04/2016. --- TI, 1 @ \$62,983.00 = 62,983.00 --- TI-Bennet & Hoffard, 1 @ \$248,641.00 = 248,641.00 --- discount, 1 @ \$56,626.00 = -56,626.00	254,998.00	271,575.00		
01/27/2016	PMT Jan Storage Rent	-1,776.00	269,799.00		
02/01/2016	INV #00000052: Due 02/01/2016. --- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 --- Storage \$1,776.00	16,577.00	286,376.00		
03/01/2016	INV #00000056: Due 03/01/2016. --- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 --- Storage \$1,776.00	16,577.00	302,953.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
16,577.00	16,577.00	269,799.00	0.00	0.00	\$302,953.00

**Chicora Life Center**

3600 Rivers Ave.
North Charleston, SC
29405

Invoice**Invoice Date:** 3/1/2016**Invoice #:** 030320151115**Bill To:**

Franklin C. Fetter Family Health Center
c/o Jackie Ables
51 Nassau St.
Charleston, SC 29403

Date	Description	Amount
March 2016	Monthly Rent per Lease Agreement dated 8/4/2014 as amended. See 3 amendments	14,801.00
	Monthly Storage Space Rent	1,776.00

Wire Instructions:

Bank Name- Bank of American Fork
476 W. Heritage Park Blvd. Ste 100 Layton, UT 84041
ABA Routing- 124301025
Account Name- Chicora Life Center, L.C.
Account Number- 13102108

Balance Due **\$16,577.00**

Cassie Wilson

From: Jackie Ables <Jackie_Ables@fetterhealthcare.org>
Sent: Wednesday, March 2, 2016 10:36 AM
To: Cassie Wilson
Subject: Automatic reply: Fetter Invoice and Statement

I will be out of the office starting February 4th. I will be out 4-6 weeks.

Cassie Wilson

From: Cassie Wilson <cassie@chicoralifecenter.com>
Sent: Wednesday, March 2, 2016 10:37 AM
To: 'Lelauna Legare'
Subject: FW: Fetter Invoice and Statement
Attachments: 2016_03_01 Fetter March Invoice.pdf; 2016_03_01 Fetter Statement.pdf

From: Cassie Wilson [mailto:cassie@chicoralifecenter.com]
Sent: Wednesday, March 02, 2016 10:36 AM
To: 'jackie_ables@fetterhealthcare.org'
Subject: Fetter Invoice and Statement

Jackie,

I had thought another person in our office sent the invoice last month but it appears he may not have. Apologies for that. Here is the current March invoice and statement.

Thanks,

Cassie
Chicora Life Center, LC

**Chicora Life Center**

3600 Rivers Ave.
North Charleston, SC
29405

Invoice**Invoice Date:** 3/1/2016**Invoice #:** 030320151115**Bill To:**

Franklin C. Fetter Family Health Center
c/o Jackie Ables
51 Nassau St.
Charleston, SC 29403

Date	Description	Amount
March 2016	Monthly Rent per Lease Agreement dated 8/4/2014 as amended. See 3 amendments	14,801.00
	Monthly Storage Space Rent	1,776.00

Wire Instructions:

Bank Name- Bank of American Fork
476 W. Heritage Park Blvd. Ste 100 Layton, UT 84041
ABA Routing- 124301025
Account Name- Chicora Life Center, LC
Account Number- 13102108

Balance Due **\$16,577.00**



Chicora Life Center

3600 Rivers Ave.
North Charleston, SC
29405

Statement

Date
3/1/2016

To:
Franklin C. Fetter Family Health Center c/o Jackie Ables 51 Nassau St. Charleston, SC 29403

		Amount Due	Amount Enc:		
		\$302,953.00			
Date	Transaction	Amount	Balance		
12/31/2015	Balance forward		.00		
01/01/2016	INV #0023 Due 01/01/2016. --- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 --- Storage \$1,776.00	16,577.00	16,577.00		
01/04/2016	INV #00000049 Due 01/04/2016. --- TI, 1 @ \$62,983.00 = 62,983.00 --- TI-Bennet & Hoffard, 1 @ \$248,641.00 = 248,641.00 --- discount, 1 @ \$56,626.00 = -56,626.00	254,998.00	271,575.00		
01/27/2016	PMT Jan Storage Rent	-1,776.00	269,799.00		
02/01/2016	INV #00000052 Due 02/01/2016. --- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 --- Storage \$1,776.00	16,577.00	286,376.00		
03/01/2016	INV #00000056 Due 03/01/2016. --- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 --- Storage \$1,776.00	16,577.00	302,953.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
16,577.00	16,577.00	269,799.00	0.00	0.00	\$302,953.00

Cassie Wilson

From: Cassie Wilson <cassie@chicoralifecenter.com>
Sent: Wednesday, March 2, 2016 10:48 AM
To: 'Lelauna Legare'
Subject: RE: Fetter Invoice and Statement
Attachments: 2016_02_01 Fetter Invoice.pdf

Please see attached.

From: Lelauna Legare [mailto:Lelauna_Legare@fetterhealthcare.org]
Sent: Wednesday, March 02, 2016 10:42 AM
To: Cassie Wilson
Subject: RE: Fetter Invoice and Statement

Thank You. Could you send me the February invoice?

From: Cassie Wilson [mailto:cassie@chicoralifecenter.com]
Sent: Wednesday, March 02, 2016 12:37 PM
To: Lelauna Legare
Subject: FW: Fetter Invoice and Statement

From: Cassie Wilson [mailto:cassie@chicoralifecenter.com]
Sent: Wednesday, March 02, 2016 10:36 AM
To: 'jackie_ables@fetterhealthcare.org'
Subject: Fetter Invoice and Statement

Jackie,

I had thought another person in our office sent the invoice last month but it appears he may not have. Apologies for that. Here is the current March invoice and statement.

Thanks,

Cassie
Chicora Life Center, LC



This email has been checked for viruses by Avast antivirus software:
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**Chicora Life Center**

3600 Rivers Ave.
North Charleston, SC
29405

Invoice**Invoice Date:** 2/1/2016**Invoice #:** 030320151115**Bill To:**

Franklin C. Fetter Family Health Center
c/o Jackie Ables
51 Nassau St.
Charleston, SC 29403

Date	Description	Amount
February 2016	Monthly Rent per Lease Agreement dated 8/4/2014 as amended. See 3 amendments	14,801.00
	Monthly Storage Space Rent	1,776.00

Wire Instructions:

Bank Name- Bank of American Fork
476 W. Heritage Park Blvd., Ste 100 Layton, UT 84041
ABA Routing- 124301025
Account Name- Chicora Life Center, LC
Account Number- 13102108

Balance Due**\$16,577.00**

Cassie Wilson

From: Cassie Wilson <cassie@chicorallifecenter.com>
Sent: Wednesday, March 2, 2016 1:51 PM
To: brent@chicorallifecenter.com; doug@durbanolawfirm.com
Subject: FW: Fetter Invoice and Statement

From: Lelauna Legare [mailto:Lelauna_Legare@fetterhealthcare.org]
Sent: Wednesday, March 02, 2016 1:31 PM
To: Cassie Wilson
Subject: RE: Fetter Invoice and Statement

Good Afternoon Cassie,

Again, thanks for the invoices. We noticed that we're already being charged for the office space that's not available yet. Is this correct? According to my supervisor, we shouldn't be charged for this rental space since we aren't physically occupying this space at this time.

From: Cassie Wilson [mailto:cassie@chicorallifecenter.com]
Sent: Wednesday, March 02, 2016 12:48 PM
To: Lelauna Legare
Subject: RE: Fetter Invoice and Statement

Please see attached.

From: Lelauna Legare [mailto:Lelauna_Legare@fetterhealthcare.org]
Sent: Wednesday, March 02, 2016 10:42 AM
To: Cassie Wilson
Subject: RE: Fetter Invoice and Statement

Thank You. Could you send me the February invoice?

From: Cassie Wilson [mailto:cassie@chicorallifecenter.com]
Sent: Wednesday, March 02, 2016 12:37 PM
To: Lelauna Legare
Subject: FW: Fetter Invoice and Statement

From: Cassie Wilson [mailto:cassie@chicorallifecenter.com]
Sent: Wednesday, March 02, 2016 10:36 AM
To: 'jackie_ables@fetterhealthcare.org'
Subject: Fetter Invoice and Statement

Jackie,

I had thought another person in our office sent the invoice last month but it appears he may not have. Apologies for that. Here is the current March invoice and statement.

Thanks,

Cassie
Chicora Life Center, LC



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www.avast.com

Cassie Wilson

From: Cassie Wilson <cassie@chicorallifecenter.com>
Sent: Tuesday, April 12, 2016 1:52 PM
To: 'Lelauna Legare'
Subject: RE: Fetter Invoice and Statement
Attachments: 2016_04_01 Fetter Statement.pdf; 2016_04_01 Fetter Invoice.pdf

Please see attached.

From: Lelauna Legare [mailto:Lelauna_Legare@fetterhealthcare.org]
Sent: Monday, April 11, 2016 9:09 AM
To: Cassie Wilson
Subject: RE: Fetter Invoice and Statement

Good Morning,

Could you send me the invoice for Fetter Healthcare Network?

Thanks

From: Cassie Wilson [mailto:cassie@chicorallifecenter.com]
Sent: Wednesday, March 02, 2016 12:48 PM
To: Lelauna Legare
Subject: RE: Fetter Invoice and Statement

Please see attached.

From: Lelauna Legare [mailto:Lelauna_Legare@fetterhealthcare.org]
Sent: Wednesday, March 02, 2016 10:42 AM
To: Cassie Wilson
Subject: RE: Fetter Invoice and Statement

Thank You. Could you send me the February invoice?

From: Cassie Wilson [mailto:cassie@chicorallifecenter.com]
Sent: Wednesday, March 02, 2016 12:37 PM
To: Lelauna Legare
Subject: FW: Fetter Invoice and Statement

From: Cassie Wilson [mailto:cassie@chicorallifecenter.com]
Sent: Wednesday, March 02, 2016 10:36 AM
To: 'jackie_ables@fetterhealthcare.org'
Subject: Fetter Invoice and Statement

Jackie,

I had thought another person in our office sent the invoice last month but it appears he may not have. Apologies for that. Here is the current March invoice and statement.

Thanks,

Cassie
Chicora Life Center, LC



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Chicora Life Center

3600 Rivers Ave.
North Charleston, SC
29405

Statement

Date
4/1/2016

To:
Franklin C. Fetter Family Health Center c/o Jackie Ables 51 Nassau St. Charleston, SC 29403

		Amount Due	Amount Enc.		
		\$316,866.06			
Date	Transaction	Amount	Balance		
12/31/2015	Balance forward		0.00		
01/01/2016	INV #023. Due 01/01/2016. -- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 -- Storage \$1,776.00	16,577.00	16,577.00		
01/04/2016	INV #00000049. Due 01/04/2016. -- TI, 1 @ \$62,983.00 = 62,983.00 -- TI-Bennet & Hoffard, 1 @ \$248,641.00 = 248,641.00 -- discount, 1 @ \$56,626.00 = -56,626.00	254,998.00	271,575.00		
01/27/2016	PMT Jan Storage Rent	-1,776.00	269,799.00		
02/01/2016	INV #00000052. Due 02/01/2016. -- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 -- Storage \$1,776.00	16,577.00	286,376.00		
03/01/2016	INV #00000056. Due 03/01/2016. -- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 -- Storage \$1,776.00	16,577.00	302,953.00		
03/10/2016	PMT #5555	-3,552.00	299,401.00		
03/31/2016	INV #00000065. Due 03/31/2016. -- Interest Charges \$888.06	888.06	300,289.06		
04/01/2016	INV #00000061. Due 04/01/2016. -- Fetter Monthly Rent, 1 @ \$14,801.00 = 14,801.00 -- Storage \$1,776.00	16,577.00	316,866.06		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
16,577.00	888.06	33,154.00	254,998.00	11,249.00	\$316,866.06

**Chicora Life Center**

3600 Rivers Ave.
North Charleston, SC
29405

Invoice**Invoice Date:** 4/1/2016**Invoice #:** 030320151115**Bill To:**

Franklin C. Fetter Family Health Center
c/o Jackie Ables
51 Nassau St.
Charleston, SC 29403

Date	Description	Amount
April 2016	Monthly Rent per Lease Agreement dated 8/4/2014 as amended. See 3 amendments	14,801.00
	Monthly Storage Space Rent	1,776.00

Wire Instructions:

Bank Name- Bank of American Fork.
476 W. Heritage Park Blvd. Ste 100 Layton, UT 84041
ABA Routing- 124301025
Account Name- Chicora Life Center, LC
Account Number- 13102108

Balance Due**\$16,577.00**



CHICORA LIFE CENTER vs.
FETTER CLINIC

SUMMARY OF DAMAGES
EXHIBIT _____

TENANT IMPROVEMENT - LOSS	\$ 326,905.00
FETTER CLINIC LOST RENT	\$ 595,797.00
PRESENT VALUE OF FUTURE LEASE PAYMENTS	_____
INTEREST AT 18%	_____
ATTORNEYS FEES	_____

ter Costs Thorough 12/22/2015

8/31/17 8:54 AM

Vendor	Column1	Description	Fetter Health Care	Fetter HVAC
Double D	Existing Conditions	Demo Fetter	626.80	
Double D	Drywall	Framing and drywall construction Fetter	960.96	
DCPMS	General Conditions	Design - Floor plan	3,839.08	
3C's SE Abatement	Existing Conditions	Job#1501 Remove mastic & vinyl floor	3,462.00	
Summitt Flooring	Flooring Grinding	Cut/Grind/Polish Floors	17,763.29	
Capitol Material	Drywall	Sheetrock, mud, tape	2,899.66	
Cousins Associated	Drywall	Drywall Related Work	5,000.00	
MC Dean	Electrical	Electrical work	9,000.00	
MC Dean	Electrical	Electrical work	8,500.00	
Double D	General Conditions	Contractor Overhead At 10%	5,205.18	
Double D	General Conditions	Contractor Fee At 10%	5,725.70	
B&H	General Conditions	See BH G702 & 703	36,192.96	30,831.04
B&H	Engineering	See BH G702 & 703	7,302.50	65,722.50
B&H	Existing Conditions	See BH G702 & 703	6,081.00	6,081.00
B&H	Woods / Plastics	See BH G702 & 703	19,875.00	
B&H	Termal Protection	See BH G702 & 703		22,400.00
B&H	Doors / Windows	See BH G702 & 703	23,130.00	
B&H	Drywall	See BH G702 & 703	45,897.00	
B&H	Flooring Grinding	See BH G702 & 703	24,752.00	
B&H	Carpet	See BH G702 & 703	13,990.00	
B&H	Paint	See BH G702 & 703	24,874.00	
B&H	Plumbing	See BH G702 & 703	11,250.00	63,750.00
B&H	HVAC Equipment	See BH G702 & 703		40,854.00
B&H	HVAC Set up equipment	See BH G702 & 703	8,542.00	
B&H	Duct Work	See BH G702 & 703	20,978.00	
B&H	Duct Work Insulate	See BH G702 & 703		10,654.00
B&H	Smoke Detectors	See BH G702 & 703		11,256.00
B&H	test and Balance	See BH G702 & 703		19,587.00
B&H	Electrical	See BH G702 & 703	11,250.00	26,250.00
B&H	Data	See BH G702 & 703	23,500.00	
			311,077.13	326,905.54

TI Budget Cap 56,626.00
 Remaining Budget to be paid by Fetter \$ 254,451.13

6,300,000

Fetter Clinic Lost Rent

	Rent	CAM	Lease Pmt	Due Date	Days	Interest	Lease Pmt and Interest
January 2016 Rent	\$ 16,577	\$ 4,934	\$ 21,511	1/1/2016	679	\$ 8,693	\$ 30,203
February 2016 Rent	\$ 16,577	\$ 4,934	\$ 21,511	2/1/2016	648	\$ 8,229	\$ 29,739
March 2016 Rent	\$ 16,577	\$ 4,934	\$ 21,511	3/1/2016	619	\$ 7,801	\$ 29,311
April 2016 Rent	\$ 16,577	\$ 4,934	\$ 21,511	4/1/2016	588	\$ 7,350	\$ 28,860
May 2016 Rent	\$ 16,577	\$ 4,934	\$ 21,511	5/1/2016	558	\$ 6,920	\$ 28,431
June 2016 Rent	\$ 16,577	\$ 4,934	\$ 21,511	6/1/2016	527	\$ 6,483	\$ 27,994
July 2016 Rent	\$ 16,577	\$ 4,934	\$ 21,511	7/1/2016	497	\$ 6,066	\$ 27,577
August 2016 Rent	\$ 16,577	\$ 4,934	\$ 21,511	8/1/2016	466	\$ 5,642	\$ 27,153
September 2016 Rent	\$ 16,577	\$ 4,934	\$ 21,511	9/1/2016	435	\$ 5,225	\$ 26,735
October 2016 Rent	\$ 16,577	\$ 4,934	\$ 21,511	10/1/2016	405	\$ 4,827	\$ 26,337
November 2016 Rent	\$ 16,577	\$ 4,934	\$ 21,511	11/1/2016	374	\$ 4,422	\$ 25,932
December 2016 Rent	\$ 16,577	\$ 4,934	\$ 21,511	12/1/2016	344	\$ 4,036	\$ 25,546
January 2017 Rent	\$ 16,909	\$ 5,032	\$ 21,941	1/1/2017	313	\$ 3,716	\$ 25,657
February 2017 Rent	\$ 16,909	\$ 5,032	\$ 21,941	2/1/2017	282	\$ 3,322	\$ 25,263
March 2017 Rent	\$ 16,909	\$ 5,032	\$ 21,941	3/1/2017	254	\$ 2,970	\$ 24,912
April 2017 Rent	\$ 16,909	\$ 5,032	\$ 21,941	4/1/2017	223	\$ 2,587	\$ 24,529
May 2017 Rent	\$ 16,909	\$ 5,032	\$ 21,941	5/1/2017	193	\$ 2,222	\$ 24,163
June 2017 Rent	\$ 16,909	\$ 5,032	\$ 21,941	6/1/2017	162	\$ 1,851	\$ 23,792
July 2017 Rent	\$ 16,909	\$ 5,032	\$ 21,941	7/1/2017	132	\$ 1,497	\$ 23,438
August 2017 Rent	\$ 16,909	\$ 5,032	\$ 21,941	8/1/2017	101	\$ 1,136	\$ 23,077
September 2017 Rent	\$ 16,909	\$ 5,032	\$ 21,941	9/1/2017	70	\$ 781	\$ 22,723
October 2017 Rent	\$ 16,909	\$ 5,032	\$ 21,941	10/1/2017	40	\$ 443	\$ 22,384
November 2017 Rent*	\$ 16,909	\$ 5,032	\$ 21,941	11/1/2017	9	\$ 99	\$ 22,040
	\$ 499,479					\$ 96,318	\$ 595,797

4/19/18 4:08 PM

* Ending 11/10/17 closing date

Monthly Rent Calculated:

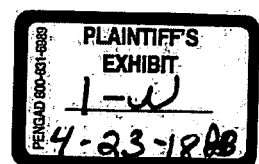
8/4/2014	Original	\$13 @ 8,772 RSF + CAM (\$6.50)	\$	14,801
4/16/2015	1st Addem	\$13 @ 10,974 RSF + CAM (\$6.50)	\$	17,833
4/15/2015	2nd Addem	\$13 @ 10,974 RSF + CAM (\$6.50)	\$	17,833
	Storage	\$12 @ 1,776 RSF + CAM (\$6.50)	\$	1,776
		Total	\$	19,609
11/23/2015	3rd Addem	\$13 @ 9,108 RSF + CAM (\$6.50)	\$	14,801
	Storage	\$12 @ 1,776 RSF + CAM (\$6.50)	\$	1,776
		Total	\$	16,577

10

4/20/18 11:10 AM

* Ending 11/10/17 closing data

Monthly Rent Calculated:	Date	Description	Amount	Total
8/4/2014	Original	\$13 @ 8,772 RSF + CAM (\$6.50)	\$ 14,801	
4/16/2015	1st Addend	\$13 @ 10,974 RSF + CAM (\$6.50)	\$ 17,833	
4/15/2015	2nd Addend	\$13 @ 10,974 RSF + CAM (\$6.50)	\$ 17,833	
	Storage	\$12 @ 1,776 RSF + CAM (\$6.50)	\$ 1,776	
		Total	\$ 19,609	
11/23/2015	3rd Addend	\$13 @ 9,108 RSF + CAM (\$6.50)	\$ 14,801	
	Storage	\$12 @ 1,776 RSF + CAM (\$6.50)	\$ 1,776	
		Total	\$ 16,577	



Present Value of Future Payments Over 5 Years Where Payments Increase 2.0% Each Year With a Discount Rate of 4.0% at Varying Rental Rates Per Sqft

Years

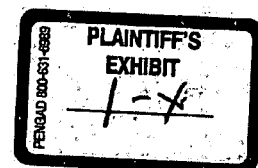
5

Rentable Sqft: 9,108
 Beginning rate /Sqft: 19.50
 Rate Increase Per Year: 2.0%
 Rate of Return: 4.00%
 Present Value of Future Cash Flows: \$ 835,177

Period	Payment Present Value
0	1 14,800.50
0	2 14,702.32
0	3 14,653.48
0	4 14,604.79
0	5 14,556.27
0	6 14,507.91
0	7 14,459.71
0	8 14,411.68
0	9 14,363.80
0	10 14,316.08
0	11 14,268.51
0	12 14,221.11
1	13 14,173.84
1	14 14,126.61
1	15 14,079.44
1	16 14,032.33
1	17 13,985.27
1	18 13,938.26
1	19 13,891.30
1	20 13,844.39
1	21 13,797.53
1	22 13,750.72
1	23 13,703.96
1	24 13,657.25
2	25 14,169.21
2	26 14,122.14
2	27 14,075.22
2	28 14,028.46
2	29 13,981.85
2	30 13,935.40
2	31 13,889.11
2	32 13,842.96
2	33 13,796.97
2	34 13,751.13
2	35 13,705.45
2	36 13,659.92
3	37 13,614.53
3	38 13,569.29
3	39 13,524.10
3	40 13,478.98
3	41 13,433.92
3	42 13,388.92
3	43 13,343.98
3	44 13,299.10
3	45 13,254.28
3	46 13,209.52
3	47 13,164.81
3	48 13,120.16
4	49 13,075.57
4	50 13,030.94
4	51 12,986.37
4	52 12,941.85
4	53 12,897.38
4	54 12,852.96
4	55 12,808.59
4	56 12,764.27
4	57 12,719.99
4	58 12,675.76
4	59 12,631.58
4	60 12,587.35

Example of the PV Calculation on the 25 payment:

Sqft Rate for payments 1-12: \$ 19.50
 Sqft Rate for payments 13-24 with a 2% Increase \$19.50 * (1 + 2.00%): \$ 19.89
 Sqft Rate for payments 25-36 with a 2% Increase \$19.89 * (1 + 2.00%): \$ 20.29
 Sqft Rate (\$20.29) Multiplied the Rentable Square Feet Divided by 12 Months \$ 15,398.44
 To Get The Actual 25th Payment:
 Present Value of the 25th payment (\$15,398.44) using annual rate of return of 4.00% and 25 periods: \$ 14,169.21



STATE OF SOUTH CAROLINA

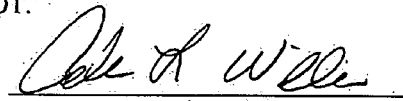
AFFIDAVIT OF ADRIAN WILLIAMS

COUNTY OF CHARLESTON

Personally appeared before me, Adrian Williams, who being duly sworn states as follows:

1. That he is a resident of Charleston County and is presently the Chief Operating Officer of Atlantic South Consulting Services and has held that position since its founding in May, 2006. Prior to that time, he was the Director of the Wastewater Department at the Charleston County Water Systems from February, 1997 to May, 2006.
2. That he holds a B.S. in Civil Engineering from the Citadel.
3. Presently, he provides consulting services to multiple businesses relating to his background in the greater Charleston area.
4. He was retained as a consultant by Fetter Health Care Network to periodically inspect the interior improvements and buildout of space which Fetter had agreed to lease in the Old Naval Hospital located in North Charleston, South Carolina.
5. Each time that I visited the space, the Tenant Improvements had not been completed.
6. During my last visit to the site, February 5 - 9, 2016, I was accompanied by members of the Building Committee and Ruth Jordan, the acting CEO of Fetter. I advised Fetter at that time, and confirmed my findings in writing, that the Tenant Improvements had not been completed.
7. Included in my report was the fact that all toilets were not installed, sinks were not installed, cabinets were not installed, and the hallway was not completed. Attached is the report I provided to Fetter. I understand that this report was forwarded to the Landlord and the Tenant Improvements have not been made.

YOUR AFFIANT SAYETH FURTHER NOT.

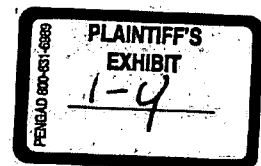

Adrian Williams

Sworn to and subscribed before me
this 28 day of February, 2017.

 (L.S.)

Notary Public for South Carolina

My Commission Expires: 6/30/25



TENANT ESTOPPEL CERTIFICATE

UC Funding LLC, UCF I Trust I, and their respective successors and assigns ("Lender")
745 Boylston Street, Suite 502
Boston, Massachusetts 02116

Premises: 3600 Rivers Avenue, North Charleston, South Carolina
10,974 rentable square feet
Landlord: Chicora Life Center, L.C.
Tenant: Fetter Health Care Network, Inc.
Lease: Dated August 4, 2014 between Landlord and Tenant, with amendments

Tenant understands that Lender is contemplating making a loan (the "Loan") to Landlord. The undersigned, as Tenant under the Lease hereby certifies to Lender the following:

(1) The Lease attached hereto as Exhibit "A" is a true, correct, and complete copy of the Lease, is in full force and effect and has not been modified, supplemented, or amended in any way except as shown in Exhibit "A". The Lease represents the entire agreement between the parties as to the Premises or any portion thereof.

(2) The amount of fixed monthly rent will be \$17,833.00; the percentage rent is 66.67 (\$13.00 per RSF); the monthly common area, utility, or other charges are \$56.50 per RSF. The base year for operating expenses and real estate taxes, as defined in the Lease, is N/A. No rent has been or will be paid more than one (1) month in advance of its due date, except:

(3) Tenant's security deposit is \$17,000.00. This is the only sum that has been paid by Tenant to Landlord to date. Tenant hereby waives collection of the deposit against Lender or any purchaser at a foreclosure sale, unless Lender or such purchaser actually received the deposit from Landlord.

(4) Tenant intends to take occupancy on January 1, 2016, pending completion of Tenant Improvements.

(5) The commencement date of the Lease will be the date of occupancy, the Lease terminates on expiration of five years from the commencement date and has the following renewal/extension option(s): N/A.

(6) Neither Tenant nor Landlord is in default under the Lease; Tenant has no offset, defense, deduction or claim against Landlord.

(7) Tenant has received no notice of any prior sale, assignment, pledge or other transfer of the Lease or of the rents received therein, except _____.

(8) Tenant has not assigned the Lease or sublet all or any portion of the Premises, Tenant does not hold the Premises under assignment or sublease, nor does anyone except Tenant and Tenant's employees occupy the Premises except _____.

(9) Tenant has no right or option to purchase all or any part of the Premises or the building of which the Premises is a part; tenant has an option to occupy additional space adjacent to its current space as specified in paragraph 52 of the Lease.

(10) No actions, whether voluntary or otherwise, are pending against Tenant under the bankruptcy laws of the United States or any state and there are no claims or actions pending against Tenant which if decided against Tenant would materially and adversely affect Tenant's financial condition or Tenant's ability to perform the Tenant's obligations under the Lease.

(11) Tenant agrees to pay all rents and other amounts due under the Lease directly to Lender upon receipt of written demand by Lender, and Landlord and any successor and/or assign of Landlord hereby consents thereto. The assignment of the Lease to Lender, or collection of rents by Lender pursuant to such assignment, shall not obligate Lender to perform Landlord's obligations under the Lease.

(12) If Tenant is not the party named in the Lease, describe below the chain of assignments into the current Tenant and attach a copy of each assignment document hereto:

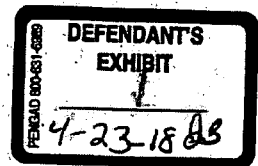
(13) The statements contained herein may be relied upon by Lender and by third parties who are interested in the matters covered by this Tenant Estoppel Certificate.

The undersigned is duly authorized to execute this certificate.

Dated this _____ day of _____, 2014

**TENANT: FETTER HEALTH CARE
NETWORK, INC.**

By: _____
Name: _____
Title: _____





PO Box 1299 • Charleston, SC 29402 • Phone 800-708-5687
www.bankNBSC.com

September 11, 2015

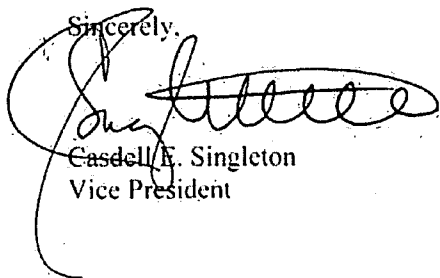
Chicora Life Center, LC
3600 Rivers Avenue
North Charleston, SC 29405

RE: Fetter Health Care Network, Inc. /Chicora Life Center, LC

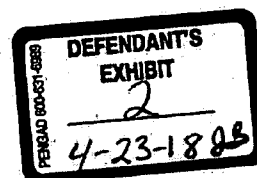
Dear Sir or Madam:

This letter will confirm that Fetter Health Care Network, Inc. has a Line of Credit in place of up to \$200,000.00 at NBSC, designated for the purpose of unfitting the space that it has leased at the old Naval Hospital in North Charleston, South Carolina from Chicora Life Center, LC. The draws on this Line of Credit can only be made by Fetter with an authorization signed by the Secretary or Chairman of its Board of Directors authorizing the withdrawal of the funds for the purposes of making payments for these improvements.

Sincerely,



Casdell E. Singleton
Vice President



a division of SYNOVUS' BAN
MEMBER FD

D & A

EXHIBIT 8

DERFNER
& ALTMAN

February 23, 2016

BY EMAIL TO doug@durbanolawfirm.com

Douglas M. Durban
476 Heritage Blvd., #200
Layton, UT 84041

RE: Fetter Health Care Network, Inc./Chicora Life Center Lease
3600 Rivers Avenue

Dear Doug:

I have been out of town for 10 days and have received instructions, per our last telephone conversation, regarding our client's position in this matter regarding payment of the outstanding balance that is due for work that has been performed and also the need to have an Amendment to the Contract that will require your contractor to complete the improvements for our client no later than April 1, 2016.

The above referenced Amendment will require you to deliver the leased premises to Fetter for occupancy, together with a Certificate of Occupancy no later than April 1, 2016. The Certificate of Occupancy will, of course, come from the City of North Charleston and will be without exception to the improvements, which will have all been completed. The Amendment will further provide that if construction is not completed and the Certificate above referenced is not delivered, there will be a penalty assessed against Chicora Life Center of \$2,500.00 per day.

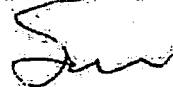
As far as consideration, our client is in the position of immediately paying to you 50% of our project manager's assessment for the work that has been completed. The project manager has established the value of the work completed as being \$118,894.00 and our client is willing to immediately deliver \$59,446.81 (50%) upon the execution of the Amendment.

Please advise whether or not this proposal is acceptable and we will prepare an Amendment for our respective clients to execute and also have wired to us the 50% referenced above in order that those funds can be wire transferred to you for payment discussed herein.

I look forward to your timely response.

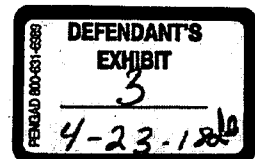
Very truly yours,

DERFNER & ALTMAN, LLC



Samuel H. Altman

SH/kev



ARMAND DERFNER | SAMUEL H. ALTMAN | JONATHAN S. ALTMAN

843.773.9804 (PHONE) | 843.723.3445 (FAX) | 1315 KING STREET | SUITE B | CHARLESTON, S.C. 29403 | WWW.DERFNERALTMAN.COM

4/22/2016

Derfner Altman Mail - Fetter



Samuel Altman <saltman@derfneraltman.com>

Fetter

3 messages

Jeremy Blackburn <jeremy@chicoralifecenter.com>

Tue, Mar 22, 2016 at 4:12 PM

To: Ruth Jordan <elj32@aol.com>

Cc: "Douglas M. Durban" <doug@durbanolawfirm.com>, Samuel Altman <saltman@derfneraltman.com>

Mrs. Jordan,

Per the discussions today Chicora is seeking the following:

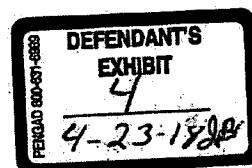
At least a partial payment by Fetter for the work completed and confirmation that Fetter will begin paying rent by a date certain.

- Fetter has agreed that a percentage of the work has been completed. Fetter to immediately pay the corresponding amount for the work completed that Fetter agrees to.
- Chicora and Bennett Hofford agree the percentage completion is close but do not agree with the dollar amounts assigned by Fetter. Payment by Fetter will be a good faith payment and the parties will work to resolve the disagreements over the amounts owed by Fetter.
- There is a disagreement of the scope of work. This also needs to be resolved after the initial payment and confirmation to move in by Fetter.
- I understand your board meeting is Monday March 28th. Chicora may file legal action before then. This legal action may include filing the lien against the Fetter building on Meeting St. as Fetter has not followed the agreement whereby the lien was released. Chicora may also pursue recourse against the bank who provided the financial letter to Chicora.
- Bennett Hofford and its sub contractors will wait until after the board meeting on March 28th. If Fetter does not act to fulfill its obligations of payment shortly thereafter Bennett Hofford will likely lien the Fetter Tenant space with a mechanics lien which will be further damage claims against Fetter by Chicora.

It is unfortunate that actions by some of Charleston County Council have caused so many challenges for us all. I hope that we can work to resolve these issues.

Sincerely,

Jeremy Blackburn
3600 Rivers Ave
North Charleston SC 29405
Office: (843) 501-7099
Mobile: (843) 860-6120
Jeremy Blackburn
3600 Rivers Ave
North Charleston SC 29405
Office: (843) 501-7099
Mobile: (843) 860-6120





Cassie Wilson

From: Cassie Wilson <cassie@chicorallifecenter.com>
Sent: Wednesday, March 2, 2016 1:51 PM
To: brent@chicorallifecenter.com; doug@durbanolawfirm.com
Subject: FW: Fetter Invoice and Statement

From: Lelauna Legare [mailto:Lelauna_Legare@fetterhealthcare.org]
Sent: Wednesday, March 02, 2016 1:31 PM
To: Cassie Wilson
Subject: RE: Fetter Invoice and Statement

Good Afternoon Cassie,

Again, thanks for the invoices. We noticed that we're already being charged for the office space that's not available yet. Is this correct? According to my supervisor, we shouldn't be charged for this rental space since we aren't physically occupying this space at this time.

From: Cassie Wilson [mailto:cassie@chicorallifecenter.com]
Sent: Wednesday, March 02, 2016 12:48 PM
To: Lelauna Legare
Subject: RE: Fetter Invoice and Statement

Please see attached.

From: Lelauna Legare [mailto:Lelauna_Legare@fetterhealthcare.org]
Sent: Wednesday, March 02, 2016 10:42 AM
To: Cassie Wilson
Subject: RE: Fetter Invoice and Statement

Thank You. Could you send me the February invoice?

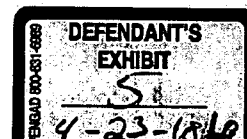
From: Cassie Wilson [mailto:cassie@chicorallifecenter.com]
Sent: Wednesday, March 02, 2016 12:37 PM
To: Lelauna Legare
Subject: FW: Fetter Invoice and Statement

From: Cassie Wilson [mailto:cassie@chicorallifecenter.com]
Sent: Wednesday, March 02, 2016 10:36 AM
To: 'jackie_ables@fetterhealthcare.org'
Subject: Fetter Invoice and Statement

Jackie,

I had thought another person in our office sent the invoice last month but it appears he may not have. Apologies for that. Here is the current March invoice and statement.

Thanks,



THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Wade H. Logan, III, Special Judge

Appellate Case No. 2019-001322
Common Pleas Case No. 2016-CP-10-2380

RECEIVED

MAR 02 2020

SC Court of Appeals

Chicora Life Center, LC, ...Appellant.,

v.

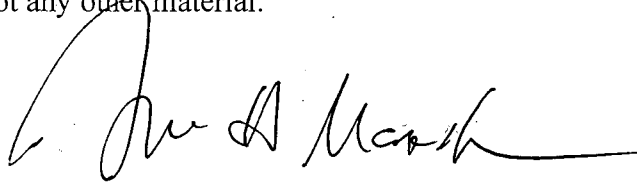
Fetter Health Care Network Inc.;
NBSC Corporation, and John and Jane Does 1-100, ... Defendants,

Of which Fetter Health Care Network Inc. is the Respondent.

CERTIFICATION OF COUNSEL

The undersigned certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

February 7, 2020



John A. Massalon, Esquire (SC Bar #10279)
WILLS MASSALON & ALLEN LLC
Post Office Box 859
Charleston, South Carolina 29402
(843) 727-1144
jmassalon@wmalawfirm.net

Attorney for Appellant
Chicora Life Center, LC