

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM FLORENCE COUNTY
Court of Common Pleas
Michael G. Nettles, Circuit Court Judge

Case No. 2018-CP-21-03002

Appellate Case No. 2020-000815

RECEIVED

Aug 06 2020

SC Court of Appeals

Dennis Robert Mitton, Respondent,

v.

Danny James, Appellant.

CONSENT MOTION REGARDING RULE 60(B) MOTION

Appellant Danny James (“Appellant”) respectfully moves this Court for an order *nunc pro tunc* granting leave to file a motion, pursuant to Rule 60(b), SCRCP, for relief from the lower court’s April 21, 2020 order that is presently on appeal to this Court. Appellant filed the Rule 60(b) motion with the lower court on July 27, 2020. See Motion & Supporting Exhibits, attached as **Exhibit A** (“the Rule 60(b) motion”). Because the Rule 60(b) motion relates to a judgment already on appeal before this Court, this Court’s leave is required in order for the motion to be heard and ruled upon by the circuit court.

Appellant respectfully requests this Court grant leave for the lower court to consider the Rule 60(b) motion. Respondent consents to this motion. See **Exhibit B**.

Signature on Following Page

Respectfully submitted,

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August 6, 2020

Exhibit A

(Rule 60(b) Motion & Exhibits)

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	TWELFTH JUDICIAL CIRCUIT
COUNTY OF FLORENCE)	
)	
)	C.A. NO.: 2018-CP-21-03002
Dennis Robert Mitton,)	
)	
Plaintiff,)	
)	DEFENDANT’S RULE 60(b) MOTION
v.)	FOR RELIEF FROM DEFAULT JUDGMENT
)	
Danny James,)	
)	
Defendant.)	
_____)	

Pursuant to Rule 60(b), SCRPC, Defendant Danny James (“Defendant”) moves for relief from the default judgment entered against him in the amount of \$4,018,653.37 by Order dated April 21, 2020. In reinstating the default judgment against Defendant, the Court found that a previously undisclosed release (“the release”) between Defendant and his former counsel, Louis Nettles (“Nettles”), and two findings of facts regarding representations made by Nettles to the Court demonstrated a “pattern of conduct” supporting Nettles’ lack of candor. *See* Affidavit of Louis D. Nettles, Esq., attached as **Exhibit 1**. The April 21, 2020 Order is on appeal and the Defendant James contends that the Court’s finding of a “pattern of conduct” was unsupportable on the record before the Court.

As the attached affidavit from Nettles shows, however, the release has now been formally nullified and rendered void. Moreover, while it is Defendant James’ position that the Court drew unreasonable inferences from certain records in making unsupported findings in its Order dated April 21, 2020, the attached affidavit demonstrates with affirmative evidence that the Court’s factual findings were erroneous. Thus, any possible basis for the Court’s April 21, 2020 order has been eliminated. Accordingly, Rule 60(b) relief is appropriate.

PROCEDURAL BACKGROUND

This action arises from a motor vehicle accident that occurred on May 16, 2018. Plaintiff filed the Summons and Complaint on November 15, 2018. Attorney Louis Nettles (“Nettles”) was retained by South Carolina Farm Bureau Mutual Insurance Company (“Farm Bureau”) to represent Defendant and filed his Notice of Appearance on December 7, 2018. Nettles, however, failed to timely file an Answer or otherwise plead on behalf of Defendant.

On March 27, 2019, the Clerk of Court entered default against Defendant. Defendant moved for relief from the entry of default pursuant to Rule 55(c). On August 27, 2019, the Court held a hearing on this motion and indicated its intent to decline to set aside the entry of default. The Court proceeded to immediately hear the Plaintiff’s damages evidence. On August 30, 2019, the Court entered a combined written order denying relief from the entry of default and entering judgment in favor of Plaintiff in the amount of \$4,018,653.37.

Defendant timely filed a motion to reconsider pursuant to Rule 59(e). Following a hearing, the Court granted Defendant’s 59(e) motion via order dated November 19, 2019. The Court found there was good cause under Rule 55(c) to set aside the entry of default due to Nettles’ serious personal issues relating to the death of his mother and discovery that his brother was suffering from dementia. The Court further found the motion for relief was timely made and Defendant had a meritorious defense as to the amount of damages awarded. Finally, the Court ordered that the Answer filed on September 11, 2019, would be deemed Defendant’s Answer.

The parties continued with litigating the case. At a meeting of counsel during the discovery process, defense counsel produced a release that Nettles had procured from Defendant on August 15, 2019, prior to the initial Rule 55(c) hearing on August 27, 2019. On February 20, 2020, Plaintiff filed a motion to vacate the Court’s Order and to reinstate the original default judgment. Plaintiff also filed a motion to amend his complaint to assert a cause of action for equitable fraud

on the court. Both filings stemmed from alleged misconduct by Nettles for: (1) obtaining the general release from Defendant as to all claims and damages which may arise out of his representation in the instant case which he did not disclose to the Court at the time of the Rule 55(c) or initial Rule 59(e) hearings and (2) a purported lack of candor in his representations to the Court.

The Court held a hearing on Plaintiff's motions and, on April 21, 2020, issued an Order granting Plaintiff's motion to vacate the November 19, 2019 Order and reinstating the default judgment against Defendant in the amount of \$4,018,653.37. Defendant filed a timely motion to reconsider, which the Court denied on May 5, 2020. As stated, the default judgment is presently on appeal to the South Carolina Court of Appeals.

STANDARD OF REVIEW

"Pursuant to Rule 60(b)(2), SCRPC, the Court may grant relief based on "newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial." *Sundown Operating Co. v. Intedge Indus., Inc.*, 383 S.C. 601, 608, 681 S.E.2d 885, 888 (2009).

In considering whether to set aside a default judgment, the court should consider: "(1) the promptness with which relief is sought, (2) the reasons for the failure to act promptly, (3) the existence of a meritorious defense, and (4) the prejudice to the other parties." *McClurg v. Deaton*, 380 S.C. 563, 573, 671 S.E.2d 87, 93 (Ct. App. 2008). The decision whether to set aside an entry of default or a default judgment lies solely within the sound discretion of the trial judge. *Harbor Island Owners' Ass'n v. Preferred Island Props., Inc.*, 369 S.C. 540, 544, 633 S.E.2d 497, 499 (2006). "An abuse of discretion occurs when the judge issuing the order was controlled by some error of law or when the order, based upon factual, as distinguished from legal conclusions, is

without evidentiary support.” *In re Estate of Weeks*, 329 S.C. 251, 259, 495 S.E.2d 454, 459 (Ct. App. 1997).

ARGUMENT

The Court should grant Defendant’s motion to vacate the default judgment pursuant to Rule 60(b)(2) in light of the attached affidavit of Louis Nettles. The Court’s order vacating its grant of relief from entry of default and reinstating the judgment against the Defendant was premised on Nettles’ failure to disclose the existence of the release and two erroneous findings of fact about purported misrepresentations he made to the Court. The affidavit unequivocally demonstrates that the release has been nullified and that these findings of fact were erroneous. Therefore, Rule 60(b) relief is warranted.

I. The Release and Related Findings of the Court.

Nettles and Defendant entered into the release on August 15, 2019, which was prior to the hearing on Defendant’s initial Rule 55(c) motion for relief from entry of default. The release provided that Nettles would: (1) pay James \$6,100 dollars in cash, (2) pay for the repairs to his leased vehicle, and (3) pay any filing fees or expenses incurred by James in the event he was forced to file bankruptcy and a \$15 per hour fee to James any time preparing for and appearing at any bankruptcy proceedings. *See* Release, Ex. A to Affidavit of Louis Nettles. In return, James agreed to a general release of Nettles, his heirs and assigns, and all other persons, firms, corporations, or associations from any and all claims for damages arising out of the handling of this suit. *Id.*

The Court found that this release “absolve[ed] Nettles from his negligence in failing to answer the complaint.” Order at 3. The Court explained that prior to discussing the release, Nettles communicated with another attorney on behalf of James and Nettles was aware that James sought advice from an independent Attorney. *Id.* at 4. The Court found that by failing to inform it at the

of the malpractice release from James or James' representation by other counsel, Nettles lacked candor and committed fraud on the Court.

The Court's Order also identified two other instances of a purported lack of candor by Nettles: (1) that he incorrectly stated he was in the process of admitting his brother to an assisted living facility at the time he was retained by Farm Bureau to defend this case and (2) that he failed to disclose that his brother had an adult child living in Florence who could attend to her father's needs and instead contended that he was the sole adult who could care for his brother. *See* Order at 8. Relying on this "pattern of conduct" the Court reached a "new and different" conclusion and found that Nettles had engaged in fraudulent conduct preventing Plaintiff from fully exhibiting and trying his case. Order at 9, 11.

II. Newly Discovered Evidence Warrants Setting aside the Default Judgment.

The Affidavit of Louis Nettles represents newly discovered evidence satisfying the standard for setting aside the default judgment under Rule 60(b)(2). In the Affidavit, Nettles unequivocally and irrevocably nullified the release and confirmed that it no longer has any force or effect. Exhibit 1 at 2. His Affidavit confirms that James may keep the benefits conferred upon him through the release but that they are entirely gratuitous. *Id.* Nettles relinquished any rights or benefits obtained from the release and avowed to never attempt to enforce its terms. *Id.*

The primary reason that the Court reinstated the default judgment against Defendant was its learning of the existence of the previously undisclosed release. The Nettles affidavit was not previously obtained due to the undersigned counsel's good faith position that the Release did have any relevance to the issue of whether there was good cause to set aside the entry of default against James. The Defendant James believed the relevant time period for examining good cause was between Nettles' retention on December 7, 2018 and the Clerk's entry of default on March 27,

2019. Nettles did not discuss a release with James until August of 2019, and it was not executed until August 15, 2019. Thus, Defendant maintained that its existence had no bearing on the explanation for why Nettles failed to timely answer the complaint.¹ The Court, however, rejected this argument for the first time in its Order. Following the Court's Order, the undersigned discussed the Release with Nettles and inquired as to whether he would be willing to nullify it since it was the principal basis for the Court's ruling. As his affidavit provides, Nettles did in fact do so.

After Nettles agreed to provide the affidavit, Defendant promptly sought relief by filing this motion and, therefore, the first two elements supporting Rule 60(b)(2) relief are satisfied. Moreover, as Defendant detailed in his prior briefing, and the Court previously found, the *Wham* factors supported relief from the entry of default Defendant has a meritorious defense as to the issue of damages awarded. *See* 11/19/2020 Order at 7. Finally, the Plaintiff would suffer minimal prejudice. South Carolina "policy favor[s] the disposition of issues on their merits rather than on technicalities." *Micronics, Inc. v. South Carolina Dep't of Revenue*, 345 S.C. 506, 511, 548 S.E.2d 223, 226 (Ct. App. 2001). Moreover, requiring Plaintiff to litigate his case on the merits does not constitute as sufficient "prejudice to require the default judgment to stand." *G & C Land v. Farmland Mgmt. Servs.*, No. 5:12-CV-134-C, 2012 WL 12863112, at *2 (N.D. Tex. Oct. 12, 2012).

Therefore, because the primary basis for the Court's order is no longer an issue, this new evidence warrants setting aside the default judgment.

III. The Nettles Affidavit also Contradicts the Court's finding of a "Pattern of Conduct."

¹ In Defendant's view, questions surrounding the propriety of the release are between him, Nettles, his malpractice carrier, and possibly the Office of Disciplinary Counsel.

The Affidavit also constitutes newly discovered evidence contradicting the Court's findings supporting a pattern of conduct demonstrating a lack of candor. Specifically, the Court made two inaccurate factual findings in support of this conclusion: (1) "when Mr. Nettles represented to the Court that he was in the process of admitting his brother to the nursing home and attending to his needs when he was hired by Farm Bureau to represent the Defendant, he did not disclose to the Court that his brother had already been admitted to the nursing home on December 4, 2018, and that Farm Bureau had not retained his services until December 7, 2018" and (2) "Mr. Nettles did not disclose to the Court that his brother had an adult child who lived in Florence and was capable of, and did, in fact, attend to her father's needs during the same time that Mr. Nettles contended he was the sole adult who could take care of his brother." Order at 8.

The Court's finding that Nettles' brother was admitted to The Manor assisted living facility on December 4, 2018 appeared to be premised on an unsupported inference drawn from the date listed on the top of the intake form, which was December 3, 2018. As the affidavit details, however, this was merely the day Nettles began filling out the form to start the process of admitting his brother. Exhibit 1 at 3. It was not the actual admission date. The assisted living facility records attached to Nettles' affidavit confirm that his brother was admitted to The Manor on December 11, 2018. *See* Ex. 1 at Exhibit B. The first entry in the nurse's notes section is from 11:30 a.m. on December 11, 2018 and states that "resident was admitted to assisted living at this time." *See id.* at 11. No other staff notes predate that initial note. *See generally id.* Therefore, Nettles truthfully and accurately informed the Court that he was in the process of admitting his brother to assisted living at the time he was retained by Farm Bureau on December 7, 2018. Respectfully, the Court's finding of fact to the contrary was erroneous.

The Court also incorrectly found that Nettles' brother had an adult child living in Florence during the relevant time period who was capable of and did, in fact, attend to her father's needs. *See* Order at 8. This finding appeared to be solely based on an unsupported inference drawn from the admission form where Nettles listed his brother's daughter, Connor Nettles, as a secondary contact person. As Nettles' affidavit explains, at the time his brother's health declined, both of his children (Connor and her sister) were full time college students attending school at Appalachian State University in Boone, North Carolina. Exhibit 1 at 3–4. Although the form listed a Florence mailing address for Connor, that address was given solely because it was her permanent home mailing address. *Id.* Neither child was living in Florence during the relevant time and neither was available to care for my brother. *Id.* Nettles was the only person available in Florence to do so. *Id.* Therefore, the Court's finding on this point was also erroneous.

For this additional reason, Rule 60(b) relief is appropriate here. The Court premised its finding of a "pattern of conduct" entirely on these facts, coupled with Nettles' nondisclosure of the release. As detailed above, these factual findings were erroneous, and the release has now been fully and completely nullified. Therefore, the entirety of the Court's grounds for reinstating the default judgment no longer exist. The Court should grant Defendant's motion.

CONCLUSION

For the reasons stated above, Defendant respectfully requests that the Court grant the Rule 60(b) motion, set aside the default judgment, and permit the litigation to continue on the merits.

(Signature page follows)

Respectfully submitted,

SMITH ROBINSON

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July 27, 2020

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE) TWELFTH JUDICIAL CIRCUIT

Dennis Robert Mitton,) Civil Action No. 2018-CP-21-03002
)

Plaintiff,)
)

vs.)

AFFIDAVIT OF
LOUIS D. NETTLES

Danny James,)
)

Defendant.)
)

PERSONALLY APPEARED BEFORE ME, Louis D. Nettles, who first being duly sworn, under oath, deposes and states that:

1. My name is Louis D. Nettles. I am of sound mind and am over the age of twenty-one years.
2. I am a citizen and resident of Florence, South Carolina.
3. I am a member of the South Carolina Bar and have been licensed to practice for forty years.
4. I am the former counsel for Danny James (“James”) in the above captioned matter.
5. During the course of my representation, the Clerk of Court entered default against James on March 27, 2019.
6. In early August 2019, I met with James and discussed with him the entry of default. Following that meeting I forwarded a proposed draft of a general release to James’ personal attorney.
7. On August 15, 2019, I met with James and discussed the general release with

regard to alleged negligence I may have committed during the course of my representation.

8. James signed a written release that same day. A copy of this release is attached as **Exhibit A**.

9. In the release, James agreed to a general release of the undersigned, my heirs and assigns, and all other persons, firms, corporations, or associations from any and all claims for damages arising out of the handling of this suit.

10. In return, I promised to pay James \$6,100 dollars in cash. I also promised to pay to repair the damages that his leased vehicle incurred in the May 16, 2018 accident that is the subject of this lawsuit. Finally, I further promised to pay any filing fees or expenses incurred by James in the event he was forced to file bankruptcy and a \$15 per hour fee to James for his time in preparing for and appearing at any bankruptcy proceedings.

11. I hereby nullify, invalidate, abandon, waive, and disavow the release, and discharge and acquit James from any obligation thereunder. From this date forward, the release shall have no force or effect and I will make no reliance on its terms.

12. James may keep the payment and other benefits conferred on him by the agreement. I do not seek or want reimbursement of those funds. However, they are totally and completely provided on a gratuitous basis only.

13. Furthermore, I want to address, with affirmative evidence, two factually incorrect findings in the Court's order reinstating the default judgment, which were made in support of its determination that I lacked candor.

14. First, the Court found that when I represented to the Court that I was in the process of admitting my brother to a nursing home and attending to his needs when I was hired by Farm Bureau to represent the Defendant, I did not disclose to the Court that my brother had

already been admitted to the nursing home on December 4, 2018, and that Farm Bureau had not retained my services until December 7, 2018.

15. This is inaccurate. My brother was admitted into The Manor assisted living facility on December 11, 2018 due to his frontotemporal dementia. The hospital records previously submitted to the Court by Plaintiff's counsel confirmed the admission date of December 11, 2018, which was after I was retained in this matter. Copies of the assisted living facility records are attached as **Exhibit B**.

16. The date listed at the top of the form - December 3, 2018 - was when I began filling out the form to start the process of admitting my brother to the facility. December 3, 2018 was not the date of my brother's admission.

17. My brother was not actually admitted to the facility until December 11, 2018. The nurse's notes section of the records confirms this fact. The first entry is from 11:30 a.m. on December 11, 2018 and states that "resident was admitted to assisted living at this time." *See* Ex. B at 11. There are no other staff notes predating this date and time. *See generally id.*

18. Additionally, the Court found that I did not disclose to the Court that my brother had an adult child who lived in Florence and was capable of, and did, in fact, attend to her father's needs during the same time that I contended I was the sole adult who could take care of my brother.

19. With respect to the Court, this was also incorrect. This finding appeared to be solely based on an inference from the admission form for The Manor where I listed my brother's daughter, Connor Nettles, as a secondary contact person. *See* Ex. B at 1. At the time my brother's health declined, both of his children (Connor and her sister) were full time college students attending school at Appalachian State University in Boone, North Carolina as in-state


students. Although the form listed a Florence mailing address for Connor, that address was given solely because it was her permanent home mailing address. Neither child was living in Florence during the relevant time and neither was available to care for my brother. I was the only person available in Florence to do so.

20. My niece was listed as a secondary contact because HIPPA requires such if my nieces needed to access information about their father from The Manor.

21. My nieces had not resided in Florence since they moved to Charlotte, NC, in 2003, at age four. My brother purchased the 925 Abbingtion Hall Dr, Florence, SC, residence in early August 2018. My nieces were living in Boone, NC, at 391 Mesa Cr Apt 1, The Cottages at Boone, under a lease beginning August 15, 2018. Both nieces retained their NC Drivers Licenses and their phone numbers had a NC Area Code. Copies of Connor's lease and driver's license are attached as **Exhibit C**.


FURTHER AFFIANT SAITH NOT.

This 24th day of July 2020.



Louis D. Nettles

Sworn to and subscribed before me,
This 24th day of July, 2020.



Notary Public for the State of South Carolina
My Commission Expires: 12-17-2029

Exhibit A

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

GENERAL RELEASE

I, Danny James, have been advised that a judgment may be entered against me in a pending lawsuit by Dennis Robert Mitton for an amount above my insurance coverage.

I do not believe that I have assets that can be levied upon to pay the any part of any such judgement, and I have been given a copy of Section 15-41-30 of the South Carolina Code of Law.

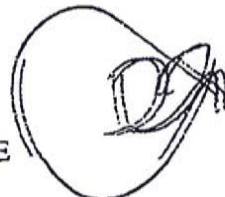
I understand that wages cannot be garnished in South Carolina.

I have consulted a lawyer of my choice, Cherveron T. Scott; for advice before the signing of this agreement.

KNOW ALL MEN BY THESE PRESENTS, That I, Danny James, of 3604 Gail Dr. Apartment A, of the County of Florence, State of South Carolina, do hereby by release Louis D. Nettles, his heirs and assigns, and all other persons, firms, corporations, or associations from any and all claims or damages arising out of the handling of the suit against me by Dennis Robert Mitton in consideration of following:

1. the sum of Six Thousand One Hundred Dollars (\$6,100.00) in cash to me paid upon the 15 day of August, 2019 by Louis D. Nettles before the en sealing and delivery hereof, the receipt and sufficiency whereof is hereby acknowledged,

1
GENERAL RELEASE



2. The promise by Louis D. Nettles to pay for the repairs to my leased vehicle incurred in the accident of May 16, 2018.

3. The promise by Louis D. Nettles to pay my filing fees and expenses if I decide to file for bankruptcy protection including paying me the sum of \$15.00** Dollars per hour for my time attending to the Bankruptcy and preparing for bankruptcy proceedings if I so chose.

It being alleged by me that said injuries were caused by negligence and recklessness on the part of the Louis D. Nettles.

The Release shall not affect the contractual obligations of South Carolina Farm Bureau Mutual Ins. Co. to pay up to its policy limits for the accident of May 16, 2018

The said Louis D. Nettles, denies that said injuries were in any manner caused by or were the result of negligence or recklessness on his part or on the part of his agents, servants, or employees or any of them, and disclaim all responsibility for the same, but the above sum has been paid in full and final settlement and compromise of any and all questions, present or future, as to liability in the premises, and also of all claims and demands whatsoever.



Exhibit B

The Manor Resident Emergency Information

Today's Date: 12/3/2018

Name: Sidney Raymond Nettles Date of Birth: [REDACTED]

Social Security #: [REDACTED]

Medicare #: [REDACTED] Supplemental Insurance: United Healthcare
954488905 Grp. 729784

Primary Physician: Dr. Beeraka Physician's Telephone: 843-662-1533

Preferred Hospital: McLeod Religion: Methodist

Preferred Funeral Home: Belk Funeral Home Darlington SC

Do you have a living will? No If yes, attach a copy.

Do you have a Signed DNR Order (Do Not Resuscitate)? No If yes, attach a copy.

Contact Person(s):

First Contact Person

Name Louis D. Nettles
Address 819 Mohawk Drive
Florence, SC 29501
Phone # Home [REDACTED]
Work 843-665-0100
Cell 843-409-7744
Email tmitsss@gmail.com

Relationship to you: Brother

Does this person have your Legal Power of Attorney? Yes

Does this person have your Healthcare Power of Attorney? No

Does this person have your Financial Power of Attorney? Yes

Marrital Status - Married Separated

If you are Married, Widowed, or Separated, what is (was) the name of your spouse?
Karen Singletary

Second Contact Person

Name A. Connor Nettles
Address 925 Abbingtion Drive
Florence, SC 29501
Phone # Home [REDACTED]
Work [REDACTED]
Cell 980-322-4159
Email aconnornettles@gmail.com

Relationship to you: Daughter

Does this person have your Legal Power of Attorney? Yes

Does this person have your Healthcare Power of Attorney? No

Does this person have your Financial Power of Attorney? Yes

ELECTRONICALLY FILED - 2020 Jul 27 4:18 PM - FLORENCE - COMMON PLEAS - CASE#2018CP2103002

MAR

Methodist Manor Assisted

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PATIENT NAME NETTLES, SIDNEY		LOCATION ROOM: 1606-P	DATE OF BIRTH [REDACTED] (Age: 62)	SEX M	MO Aug	YEAR 2019
PHYSICIAN Beeraka			RESIDENT ID NO:			
DIAGNOSIS & COMMENTS DEMENTIA, HTN			ALLERGIES Aricept			

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PULSE																															

Caregiver Key

BB-Betty Britt [LPN], CW-Cierra Williams [Med Tech], JN-Joania Nelson [Med Tech], JW-Juliana Williams [Med Tech / CNA],

MAR

Methodist Manor Assisted

LJ-Laquisha Johnson [Med Tech]

Exceptions for SIDNEY NETTLES

<u>Date / Time</u>	<u>Medication / Treatment</u>	<u>Reason</u>	<u>Given By</u>	<u>Details</u>	<u>Notes</u>
1-Aug-2019 10:39 AM	VITAMIN B-12 1000MCG TABS	RESIDENT REFUSED	BB		
1-Aug-2019 10:39 AM	MULTI-VITAMN TAB	RESIDENT REFUSED	BB		
1-Aug-2019 10:39 AM	BLOOD PRESSURE AND PULSE	RESIDENT REFUSED	BB		
1-Aug-2019 10:39 AM	ESCITALOPRAM TAB 20MG	RESIDENT REFUSED	BB		
1-Aug-2019 10:39 AM	FYI	RESIDENT REFUSED	BB		
2-Aug-2019 7:51 AM	BLOOD PRESSURE AND PULSE	RESIDENT REFUSED	JN		
2-Aug-2019 8:24 PM	MIRTAZAPINE TAB 15MG	RESIDENT REFUSED	CW		
3-Aug-2019 7:49 AM	BLOOD PRESSURE AND PULSE	RESIDENT REFUSED	JN		
3-Aug-2019 8:31 PM	MIRTAZAPINE TAB 15MG	OUT OF FACILITY	JW		
4-Aug-2019 8:42 AM	BLOOD PRESSURE AND PULSE	OUT OF FACILITY	JN		
4-Aug-2019 9:08 PM	MIRTAZAPINE TAB 15MG	OUT OF FACILITY	JW		
5-Aug-2019 7:35 AM	BLOOD PRESSURE AND PULSE	OUT OF FACILITY	JN		out of facility
5-Aug-2019 7:59 PM	MIRTAZAPINE TAB 15MG	OUT OF FACILITY	JW		
6-Aug-2019 8:29 AM	VITAMIN B-12 1000MCG TABS	OUT OF FACILITY	BB		
6-Aug-2019 8:29 AM	BLOOD PRESSURE AND PULSE	OUT OF FACILITY	BB		
6-Aug-2019 8:29 AM	MULTI-VITAMN TAB	OUT OF FACILITY	BB		
6-Aug-2019 8:29 AM	FYI	OUT OF FACILITY	BB		
6-Aug-2019 8:29 AM	ESCITALOPRAM TAB 20MG	OUT OF FACILITY	BB		
6-Aug-2019 8:24 PM	MIRTAZAPINE TAB 15MG	OUT OF FACILITY	CW		
7-Aug-2019 7:53 AM	BLOOD PRESSURE AND PULSE	OUT OF FACILITY	JN		out of facility
7-Aug-2019 8:41 PM	MIRTAZAPINE TAB 15MG	OUT OF FACILITY	CW		

Pass Notes

<u>Date / Time</u>	<u>Medication</u>	<u>Notes</u>
2-Aug-2019 7:51 AM	ESCITALOPRAM TAB 20MG	res.refused
2-Aug-2019 7:51 AM	VITAMIN B-12 1000MCG TABS	res.refused
2-Aug-2019 7:51 AM	FYI	res.refused
2-Aug-2019 7:51 AM	MULTI-VITAMN TAB	res.refused
3-Aug-2019 7:49 AM	VITAMIN B-12 1000MCG TABS	resident refuse
3-Aug-2019 7:49 AM	ESCITALOPRAM TAB 20MG	resident refuse
3-Aug-2019 7:49 AM	FYI	resident refuse
3-Aug-2019 7:49 AM	MULTI-VITAMN TAB	resident refuse
4-Aug-2019 8:42 AM	VITAMIN B-12 1000MCG TABS	loa
4-Aug-2019 8:42 AM	ESCITALOPRAM TAB 20MG	loa
4-Aug-2019 8:42 AM	FYI	loa
4-Aug-2019 8:42 AM	MULTI-VITAMN TAB	loa
5-Aug-2019 7:35 AM	BLOOD PRESSURE AND PULSE	out of facility
5-Aug-2019 7:35 AM	VITAMIN B-12 1000MCG TABS	out of facility
5-Aug-2019 7:35 AM	ESCITALOPRAM TAB 20MG	out of facility
5-Aug-2019 7:35 AM	FYI	out of facility
5-Aug-2019 7:35 AM	MULTI-VITAMN TAB	out of facility
7-Aug-2019 7:53 AM	BLOOD PRESSURE AND PULSE	out of facility
7-Aug-2019 7:54 AM	ESCITALOPRAM TAB 20MG	out of facility
7-Aug-2019 7:54 AM	VITAMIN B-12 1000MCG TABS	out of facility
7-Aug-2019 7:54 AM	FYI	out of facility
7-Aug-2019 7:54 AM	MULTI-VITAMN TAB	out of facility

PRNs for SIDNEY NETTLES

<u>Date / Time</u>	<u>Medication</u>	<u>Quantity</u>	<u>Reason Given</u>	<u>Given By</u>	<u>Results/By</u>
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Vitals Not Shown Above for SIDNEY NETTLES

<u>Date / Time</u>	<u>Order</u>	<u>Given By</u>	<u>Reason Given</u>	<u>Vital</u>	<u>Results</u>
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Informational Orders for SIDNEY NETTLES

<u>Title</u>	<u>Details</u>
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ELECTRONICALLY FILED - 2020 Jul 27 4:18 PM - FLORENCE - COMMON PLEAS - CASE#2018CP2103002

MAR

Methodist Manor Assisted

Body Location Site Key

L-left, R-right, LAT-left anterior thigh, RAT-right anterior thigh, LD-left deltoid, RD-right deltoid, LG-left gluteus, RG-right gluteus,
RUA-RIGHT UPPER ARM, LUA-LEFT UPPER ARM, RUC-RIGHT UPPER CHEST, MC-MIDDLE CHEST, LUC-LEFT UPPER CHEST, RUB-RIGHT UPPER BACK,
MUB-MIDDLE UPPER BACK, LUB-LEFT UPPER BACK, RLB-RIGHT LOWER BACK, MLB-MIDDLE LOWER BACK, LLB-LEFT LOWER BACK, RA-RIGHT ABDOMEN,
LA-LEFT ABDOMEN, LBA-LEFT BACK ARM, RBA-RIGHT BACK ARM

ELECTRONICALLY FILED - 2020 Jul 27 4:18 PM - FLORENCE - COMMON PLEAS - CASE#2018CP2103002

TAR

Methodist Manor Assisted

Caregiver Key

BB-Betty Britt [LPN], CW-Cierra Williams [Med Tech], JN-Joania Nelson [Med Tech], JW-Juliana Williams [Med Tech / CNA],
LJ-Laquisha Johnson [Med Tech]

Exceptions for SIDNEY NETTLES

<u>Date / Time</u>	<u>Medication / Treatment</u>	<u>Reason</u>	<u>Given By</u>	<u>Details</u>	<u>Notes</u>
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Pass Notes

<u>Date / Time</u>	<u>Medication</u>	<u>Notes</u>
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PRNs for SIDNEY NETTLES

<u>Date / Time</u>	<u>Medication</u>	<u>Quantity</u>	<u>Reason Given</u>	<u>Given By</u>	<u>Results/By</u>
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Vitals Not Shown Above for SIDNEY NETTLES

<u>Date / Time</u>	<u>Order</u>	<u>Given By</u>	<u>Reason Given</u>	<u>Vital</u>	<u>Results</u>
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Informational Orders for SIDNEY NETTLES

<u>Title</u>	<u>Details</u>
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Body Location Site Key

L-left, R-right, LAT-left anterior thigh, RAT-right anterior thigh, LD-left deltoid, RD-right deltoid, LG-left gluteus, RG-right gluteus,
RUA-RIGHT UPPER ARM, LUA-LEFT UPPER ARM, RUC-RIGHT UPPER CHEST, MC-MIDDLE CHEST, LUC-LEFT UPPER CHEST, RUB-RIGHT UPPER BACK,
MUB-MIDDLE UPPER BACK, LUB-LEFT UPPER BACK, RLB-RIGHT LOWER BACK, MLB-MIDDLE LOWER BACK, LLB-LEFT LOWER BACK, RA-RIGHT ABDOMEN,
LA-LEFT ABDOMEN, LBA-LEFT BACK ARM, RBA-RIGHT BACK ARM

ELECTRONICALLY FILED - 2020 Jul 27 4:18 PM - FLORENCE - COMMON PLEAS - CASE#2018CP2103002

Physician's Orders

CURRENT ORDERS AS OF 8-Aug-2019 12:12 PM

SIDNEY NETTLES [Room: 1606-P, Methodist Manor Assisted]

Date Of Birth: [REDACTED] [Age: 62]		Arrival Date: 11-Dec-2018	Code Status:
Diagnosis: DEMENTIA, HTN		Diet: REGULAR	Allergies: Aricept
PCP: Beeraka	Address:	Phone:	DEA:
ROUTINE MEDICATIONS			
ESCITALOPRAM TAB 20MG		20MG TABS	Orig Date: 30-Jan-2019
TAKE 1 TABLET BY MOUTH ONCE DAILY [Equiv To: LEXAPRO] [Prescriber: SKINNER, ROLAND]			RX: 518033
Schedule: DAILY AT 08:00			Date Written: 30-Jan-2019
FYI		MISC	Orig Date: 30-Jan-2019
NIACIN TAKE 1 TABLET BY MOUTH ONCE DAILY FAMILY PROVIDES [Equiv To: 00000000012]			RX: 518036
[Prescriber: SKINNER, ROLAND]			Date Written: 30-Jan-2019
Schedule: DAILY AT 08:00			
MIRTAZAPINE TAB 15MG		15MG TABS	Orig Date: 24-Jul-2019
TAKE 1/2 TABLET BY MOUTH AT BEDTIME [Equiv To: REMERON] [Prescriber: SKINNER, ROLAND]			RX: 609523
Schedule: DAILY AT 20:00			Date Written: 24-Jul-2019
MULTI-VITAMN TAB		TABS	Orig Date: 30-Jan-2019
TAKE 1 TABLET BY MOUTH ONCE DAILY [Equiv To: SIGTAB] [Prescriber: SKINNER, ROLAND]			RX: 518038
Schedule: DAILY AT 08:00			Date Written: 30-Jan-2019
VITAMIN B-12 1000MCG TABS		1000MCG TABS	Orig Date: 21-Jan-2019
TAKE 1 TABLET BY MOUTH ONCE DAILY [Prescriber: SENSENEY, ANNA]			RX: 512597
Schedule: DAILY AT 08:00			Date Written: 21-Jan-2019
PRN MEDICATIONS			
--			
VITALS			
BLOOD PRESSURE AND PULSE		Collect: BP	Orig Date: 29-Mar-2019
CHECK BLOOD PRESSURE AND PULSE DAILY			
Schedule: DAILY AT 08:00			
TREATMENTS			
--			
INFORMATIONAL ORDERS			
--			

INSTRUCTIONS: GENERIC EQUIVALENTS MAY BE USED UNLESS OTHERWISE INDICATED. THESE ORDERS ARE APPROVED FOR 1 MONTHS SUPPLY AND FILL AND 11 REFILLS UNLESS OTHERWISE INDICATED OR A CONTROLLED SUBSTANCE

GENERIC EQUIVALENTS MAY BE USED UNLESS OTHERWISE INDICATED. THESE ORDERS ARE APPROVED FOR 1 MONTHS SUPPLY AND FILL AND 11 REFILLS UNLESS OTHERWISE INDICATED OR A CONTROLLED SUBSTANCE

Physician Signature: _____ Nurse's Signature: _____

Date/Time: _____ Date/Time: _____



ELECTRONICALLY FILED - 2020 Jul 27 4:18 PM - FLORENCE - COMMON PLEAS - CASE#2018CP2103002

NURSE'S NOTES

NAME Sidney R. Nettles DOCTOR Beeraka ROOM NO. 1606

ELECTRONICALLY FILED - 2020 JUL 27 4:18 PM - FLORENCE - COMMON PLEAS - CASE#2018CP2103002

Date and Time		Nurse's Name
8/1/19 (cont'd)	Staff tried to redirect resident and resident became aggressive and hit security guard on the arm and pushed nursing staff. Resident also became aggressive with another resident in hallway by grabbing resident's arm. Around 9:30pm resident was in his room on couch. No other adverse behaviors noted.	D. J. P. H. P.
8/2/19	(bte entry) Resident's RP made aware of resident's behavior	D. J. P. H. P.
8-4-19 3:30pm	Getting ready to send resident out to the ED for his behavior. Son's brother wants to take him home and take him to see Dr. Skinner tomorrow and talk with him about a facility to be ^{mentally} evaluated. Also informed resident's brother that the Manor cannot take him back until he is mentally evaluated in treatment center. Brother verbalizes understanding. Joyce Batey RN	Joyce Batey RN

NURSE'S NOTES

NAME Gidney R. Nettles DOCTOR Beeraka ROOM NO. 1606

ELECTRONICALLY FILED - 2020 Jul 27 4:18 PM - FLORENCE COMMON PLEAS - CASE#2018CP2103002

Date and Time		Nurse's Name
cont'd. 6/11/19	In the dining room during lunch, resident became very aggressive w/ other resident while trying the resident was trying to leave the dining room, Mr. Nettles continued to block the way, refusing to move when resident asked him nicely to excuse them. One of the residents stated she feels intimidated by him. _____ L. Johnson, MT	
7/10/19	11 ⁴⁵ am Called Dr. Beeraka's office, message left for Lois (thenoise) regarding resident scaring other residents when he's going into their rooms and just staring staring. They have witnessed his aggression in the dining room and him coming to their rooms makes them very nervous. Awaiting r/t call _____	J. Moser
7/23/19	4 ⁴⁵ pm Spoke with resident brother regarding current status. No change for the better with resident; he continues only to eat at times, takes his meds at times. Resident has lost eight pounds into last month. Resident to see Dr. Skinner on tomorrow his brother will relay this information. _____	J. Moser
8/2/19	Resident got out through double doors and went outside. Staff talked him into coming back inside. Staff stated Resident grabbed an object from another resident and walked away with it. Resident is steadily becoming exit entry. Resident states he wants to go outside. Talked with resident brother he came up to see resident. _____	K. L. Law
8/1/19	9pm Per Security Guard resident was in another resident's face and poking resident in the chest and stating resident didn't know what she was talking about. Resident was redirected by staff. No other behaviors noted. _____	K. L. Law
8/2/19	9:30 Resident noted walking halls and entering other residents room. Resident attempt to leave out front door. Security and nursing _____	K. L. Law

NURSE'S NOTES

NAME Sidney K. Nettles DOCTOR Beeraka ROOM NO. 1606

ELECTRONICALLY FILED - 2020 Jul 27 4:18 PM - FLEXPRENCE COMMUNITY CARE - CASE#2018029403002

Date and Time		Nurse's Name
1-1-19	6:30am Resident wandered all night. He was completely dressed during the night. Ask did he need anything and he said "no". No current complaints at this time.	
1/15/19	2:25pm Resident had a good day he went out to breakfast with a friend this morning and return about 10:00am he went to lunch and now he is currently at a social with activities, there are no signs of distress at this time.	Diana CNA Medication
4/5/19	12:15pm - Called brother concerning Mr Nettles (med) Niacin. He stated, he will bring it.	CRA M
4/7/19	10:50 AM called brother about Niacin he stated he would be there afternoon with meds.	B. Bickel
4/10/19	2:30 pm - Resident is out of facility.	CRA M
5/13/19	10 AM - Resident refused medicine all week after several attempt. Supervisor (Joyce + Teresa) were notified. NO other concern at this time.	CRA M
5/14/19	2:00 pm - Res. refused all meds. Nurse Duane (Teresa). Res went out for breakfast. No other concern at this time.	CRA M
5-28-19	12:30pm Staff stated that resident is refusing meds and is not eating. Asked resident if he was feeling okay and he answered "no" in an angry tone. He jumped and went back toward his room. I notified his brother (Louis Nettles) of this. He stated that he will come out now to see him (resident). Joyce Butler, (CNA)	
5-28-19	10:00am Resident still not eating or drinking well. No C/O discomfort. Ambulating up + down the hall. Still refuses meds. Changed all meds to Night at 8:00pm. Will continue to monitor.	Joyce Butler, (CNA)
6/11/19	2:30 pm - Resident chewed up 2 potassium pills and refused the other two medications, went inside the restroom and turned the water on and closed the door behind him.	→ cont'd

NURSE'S NOTES

NAME Sidney R. Nettles DOCTOR Beeraka ROOM NO. 1606

ELECTRONICALLY FILED - 2020 JUN 27 4:18 PM - FLORENCE - COMMON PLEAS - COURT #201802103002

Date and Time	Notes	Nurse's Name
12-11-18 11:30am	Resident admitted to assisted living at this time. Awake + alert Resp. Reg. Ambulated to area with brother present. Very pleasant. No God's comfort, Resident is coming from his home to live here. — <u>Joyce Butler, RN</u>	
12-11-18 3:45pm	Left message with DR. Beeraka Nurse on phone to ask DR. Beeraka if he wants Resident to take Lexapro. — <u>Joyce Butler, RN</u>	
12/11/18 6pm-7pm	Resident had visitor and he had a good afternoon, didn't have no complaints. — <u>Vernesa Williams</u>	
12/11/18 6:00am	Resident slept through night with no complaints. Resident was very pleasant will getting to know staff members. — <u>S. Johnson</u>	
12/12/18 2:30pm	Resident had a good day he went out with family member to doctor appointment resident is currently out with daughter. — <u>Juanita GNA Miller</u>	
12/12/18 7:11p	Resident took his eye meds fine. Seem to be adjusting well. — <u>Christine [unclear]</u>	
12/12/18 11pm-7am	Resident was walking around he had no complaints and he had a good night. — <u>Vernesa Williams</u>	
12-13-18 9:30pm	Resident had a good evening. Sat in the lobby and went to supper. Resident is currently resting in his room. — <u>Amy Scott, MT</u>	
12-13-18 11pm-7am	Resident walk around, he had no complaints, everything was good with him. He had a great night. — <u>Vernesa Williams</u>	
12-18-18 11pm-7am	Resident did not sleep during the night. Resident said nothing was wrong, he just can't sleep. — <u>S. Johnson</u>	
12-28-18 6:00am	Resident was walking up and down the halls fully dressed. Staff asked if he needed anything he said "no". He said "he was up waiting on breakfast." — <u>S. Johnson</u>	

Assisted Living Reservation Agreement

The Manor, (hereinafter "The Manor"), located at 2100 Twin Church Road, Florence, South

Carolina 29501 has received from Sidney Nettles

(Hereinafter "Resident"), \$4094.00 to reserve suite # in Wesleyan Suites

(Assisted living) at The Manor. Fifty percent (50%) is a reservation deposit.

Rate good until 12/31/2019

Resident may terminate this Agreement by written notice to The Manor prior to the signing of the Resident Agreement and shall receive a full refund of the fifty percent (50%) reservation deposit.

If Resident decides to move to another suite within the Assisted Living Center, at that time he/she is required to pay the difference between the original Security Deposit/Processing Fee and the new Security Deposit/Processing Fee, which is equal to the new monthly service fee. Fifty percent (50%) is a non-refundable processing fee.

The security deposit will be refunded once Resident has terminated residency in The Manor Wesleyan Suites/Magnolia Terrace community.

The Manor shall provide Resident thirty (30) days' notice prior to the time the suite is scheduled to be available for occupancy. Within this thirty (30) day period, The Manor will schedule an appointment with Resident for the signing of a Residency Agreement and to schedule a move-in date.

If Resident does not sign a Residency Agreement during this period, the suite reserved by this Agreement will be considered available for another Resident. If another Resident signs a Residency Agreement for the suite, and sets a move-in date, Resident shall be informed of the action and will be given 24 hours to sign a Residency Agreement and set a move-in date. If Resident chooses not to sign a Residency Agreement, he/she will relinquish his/her right to occupy the suite. Once relinquished, Resident will have the right to reserve another suite if available, and shall sign a new Reservation Agreement.

X| _____
For Resident

| _____
Date

| _____
For The Manor

| _____
Date

The Manor
2100 Twin Church Road
Florence, South Carolina 29501

Resident Agreement Assisted Living

This Agreement is entered into on the following month, day and year between The Manor, a South Carolina non-profit corporation, (hereinafter "The Manor") and (hereinafter "Resident"), for residency in The Manor, a senior living community, located in Florence, South Carolina. (If more than one person enters into this Agreement, the word "Resident" as used herein shall include each of them unless otherwise stated).

The terms and conditions of this Agreement are provided to assure the comfort, convenience and safety of the Residents and the proper operation of an Assisted Living retirement facility. All the terms and conditions have been fully agreed to by both parties.

THEREFORE, in consideration of the covenants and agreements cited herein on the part of Resident and The Manor, they agree as follows:

1. RIGHT OF OCCUPANCY. Resident shall have the right to occupy Apartment # at The Manor for so long as Resident:
 - a. Meets established Assisted Living criteria.
 - b. Does not require care which The Manor does not provide or may not provide by law in its Assisted Living apartments.
 - c. Complies with the terms of this Agreement.

DISCLAIMER OF OBLIGATION TO PROVIDE MEDICAL OR HEALTH RELATED SERVICES. THIS IS AN APARTMENT RENTAL AGREEMENT WHICH GRANTS TO THE RESIDENT THE RIGHT TO OCCUPY THE SPACE OF THE APARTMENT AND THE COMMON AREAS OF THE COMMUNITY AVAILABLE TO OTHER OCCUPANTS OF THE COMMUNITY SUBJECT TO THE RULES AND REGULATIONS WHICH THE MANOR MAY ADOPT CONCERNING THE USE OF COMMON AREAS. THE MANOR DOES NOT PROVIDE ANY MEDICAL OR HEALTH RELATED SERVICES TO THE ASSISTED LIVING APARTMENT RESIDENT.

2. SERVICES PROVIDED. In addition to the right to occupy the Apartment designated in this Agreement, the following facilities and services will be provided by The Manor for Resident :
- a. Furnishings. All other furnishing will be provided by the Resident.
 - b. Emergency Response. Resident's living unit shall be fully sprinkler ready and shall have an emergency call system. In the event Resident has a medical emergency, and it is determined by a staff member that the Emergency Medical Services (911) should be summoned, staff will notify (911) and will alert Resident's personal physician, or if unavailable, another physician. Resident shall be responsible for payment for the emergency medical service received.
 - c. Utilities. The Manor will furnish heat, air conditioning, electricity, water, sewer services, and trash collection. Telephone and television connections will be made available in each Apartment, but their monthly user expense is the responsibility of Resident.
 - d. Maintenance. The Manor will provide all interior and exterior building maintenance, all grounds maintenance and shall make necessary repairs and replacement of items provided by The Manor in the Apartment.
 - e. Housekeeping. The Manor will provide scheduled housekeeping services each week to include vacuuming of carpet, bathroom fixtures and floor, changing of bed linens and light dusting.
 - f. Flat Laundry. The Manor will provide weekly flat laundry service to include laundering of bed sheets and pillow cases, bath towels, and wash cloths.
 - g. Staffing. The Manor will have staff on duty twenty-four (24) hours each day, seven (7) days a week to provide for the wellbeing of the Resident and to provide protective care and watchful oversight services.
 - h. Social and Recreational Programs. The Manor will provide a social and recreational program coordinator and the space and equipment to facilitate a variety of activities.
 - i. Meal Service. The Manor will make available three (3) meals each day. Meal service to Resident's room will be made available when Resident is under doctor's care for a short-term illness. A fee may be charged at the then published schedule of service fees.
 - j. Scheduled Transportation. The Manor will provide scheduled, local transportation on a regular basis to such places as medical facilities, shopping, and social events.
 - k. Insurance. The Manor shall pay all required premiums for fire, casualty and extended coverage, hazard insurance, general liability and such other insurance relating to the Community as The Manor may deem appropriate. The Resident should insure all furnishings located or stored upon the Premises, regardless of the

cause or causes of such damage, destruction or loss, even if such causes is not negligence. The Manor will not be responsible for any injury to any person sustained by that person while on the premises. The Resident agrees, indemnifies, and holds harmless The Manor and its agents and employees from and against all liability for injury to your person or property, or any other person resulting from your occupancy, intentional or negligent act or your breach of this Agreement.

1. Wellness Programs. Education, fitness, and screening programs will be made available in order to promote wellness and preventive health maintenance.

3. AGREEMENT TO MAKE A TEMPORARY OR PERMANENT TRANSFER. Resident agrees to make a temporary or permanent transfer to the an appropriate nursing facility in the event that The Manor determines that Resident is unable to live in Assisted Living and that such a transfer is appropriate. All determinations concerning Temporary or Permanent Transfers will be made by The Manor in consultation with, to the extent feasible. Resident, Resident's family members or representatives and Resident's attending physician.

Transfers will be Temporary or permanent as follows:

- (i) **To Nursing Facility:** A Resident will be considered to have made a permanent transfer if The Manor determines based on Resident's health status, that Resident is likely to be in need of nursing care for the foreseeable future. In the case of single occupancy Permanent Transfer to the Nursing Center will be effective on the date the Resident relinquishes the Apartment Home. In the event of a double occupancy, where one Resident is permanently transferred to the Nursing Center, the permanent transfer will be effective on the date the Apartment home Monthly Fee is reduced to the single occupancy Apartment Home Monthly Service Fee for the Resident remaining in the Apartment Home. The Manor is not responsible for any charges associated with a Resident's utilization of a Nursing Facility.

5. AGREEMENT TO TRANSFER TO OTHER FACILITIES IF REQUIRED. Should The Manor determine, after consultation to the extent feasible with Resident, Resident's family members or representatives and Resident's attending physician, that Resident's health requires health care services for which transfer to The Manor Assisted Living Center or Nursing Center would not be appropriate, Resident agrees to leave The Manor for such care. If Resident's condition requires temporary transfer, Resident will continue to pay the Apartment Home Monthly Fee during the absence, less an appropriate allowance for meals as described in this Agreement. If Resident's condition requires a

permanent transfer to any facility other than The Manor Assisted Living or Nursing Center, this Agreement will be subject at Resident's election to termination in accordance with Section 4. Resident will be responsible for all health care costs.

6. READMISSION TO ASSISTED LIVING. If, after a permanent transfer to the Nursing Center, Resident again meets the Standards for Admission to Residency of Assisted Living and wishes to return, Resident will be given priority admission to The Manor Assisted Living and will be charged an amount consistent with the most current published Schedule of Fees.
7. SECURITY DEPOSIT. In addition to the Monthly Service Fee, Resident agrees to pay The Manor upon the signing of this Agreement, an amount equal to one month's service fee for the living unit selected. Of this payment, a portion shall be a non-refundable processing fee, and the balance shall be a refundable security deposit subject to the conditions of this Agreement. Upon termination of the residency created by this Agreement, The Manor may deduct from the security deposit an amount sufficient to pay:
 - a. Amount owed to The Manor by Resident for non-payment of the Monthly Service Fee, or non-fulfillment of the terms of this Agreement
 - b. Damage to the premises for which Resident is responsible
 - c. Any other damages to The Manor by Resident which may be permitted uses of the Security Deposit under the laws of South Carolina

After having deducted the above amounts, The Manor shall, if Resident's address is known, refund to Resident within sixty (60) days after the termination of the residency and delivery of possession, the balance of the Security Deposit together with an itemized statement of any deductions. If Resident fails to make demand for the balance of the Security Deposit within six months, The Manor will not thereafter be liable to the Resident for a refund of its Security Deposit or any part of it.

8. MONTHLY SERVICE FEE AND ADDITIONAL SERVICE FEE. In consideration of the facilities, services and programs provided to Resident by The Manor, and in addition to Security Deposit payment, Resident agrees to pay The Manor a Monthly Service Fee in accordance with The Manor's most current published Schedule of Fees.

If the Apartment Home is occupied by two persons and one dies or transfers from the Apartment Home, this Agreement will continue in full legal force and effect as to the remaining Resident, except the Apartment Home Monthly Service Fee will be adjusted to reflect the then applicable single occupancy rate payable for the type of Apartment Home occupied by Resident.

Additional services and supplies may be provided to Resident, at Resident's request, which are outside the scope or quantity of services and supplies provided for in the Monthly Service Fee. Fees for additional services and supplies will be charged in accordance with The Manor's most current published Schedule of Fees.

9. CHANGE IN FEE SCHEDULES. The Manor will provide sixty (60) days written notice of any increase or decrease in the most current published Schedule of Fees. Every effort will be made not to adjust rates more than once in a calendar year.
10. MONTHLY STATEMENTS. Prior to the end of each month, Resident will receive a statement billing Resident for any additional services and supplies incurred through the 25th day of the current month, and for the monthly fee for the following month. Payment by Resident is due on the first day of each month. A late charge of five percent (5%) per month of the total amount due will be assessed if not paid on or before the fifth (5th) day of the calendar month in which it is due.
11. LIABILITY FOR CHARGES. Each person who is designated as a Resident in this Agreement is jointly and severally liable for the payment of the Monthly Service Fee, Additional Service Fees, and all other amounts required to be paid to The Manor pursuant to the provisions of this Agreement. In the event The Manor retains an attorney or institutes legal action or proceedings to recover amounts payable to The Manor under this Agreement, The Manor will be entitled to recover legal fees and costs incurred in connection with all such collection efforts. This provision will survive any termination of this Agreement.
12. USE OF INDEPENDENT CONTRACTORS. In the event Resident elects to contract with an independent contractor to provide companion, housekeeping, health care, or any other services in his/her apartment, Resident shall hereby release, hold harmless, and indemnify The Manor, its officers, agents, and employees, both severally and individually, from any liability of any nature whatsoever for any injury, harm, or damage of any kind that may result, either directly or indirectly, by reason of the employment of the independent contractor. The Manor will in no way be liable or responsible for compensating the independent contractors for any services. A list of approved vendors is available from the Executive Director.
13. RESIDENT ASSISTANCE FUND. A Resident Assistance Fund under the control and administration of The Manor has been established to provide assistance for any Resident experiencing unexpected financial hardship in meeting his/her financial obligations. Any financial assistance provided to Resident by The Manor from the Resident Assistance Fund will be considered a Deferred Fee and subject to set-off as defined in Section 17 of

this Agreement. The fund will welcome contributions at any time from Resident, Resident's family, the community or other persons or entities desiring to foster the support of The Manor.

14. CHARITABLE RELIEF. It is and shall be the declared policy of The Manor to operate as a charitable organization. The Manor may not terminate the residency of Resident solely by reason of the financial inability of Resident to pay the Monthly Service Fee when Resident established facts to justify waiver of such charges. Waiver of such charges may be granted if at the sole discretion of The Manor such waiver does not impair its ability to operate on a sound financial basis. Resident shall not, however, without the consent of The Manor, impair his/her ability to meet financial obligations hereunder by transfer of assets, after assuming occupancy, other than to meet ordinary and customary living expenses. The Manor shall have the right to verify Resident's financial condition prior to extending any financial assistance to Resident.
15. TERMINATION OF THIS AGREEMENT PRIOR TO OCCUPANCY. If Resident terminates this Agreement prior to taking occupancy of his/her Apartment Home, he/she will be entitled to full reimbursement of all amounts paid to The Manor and will be released from liability to pay any other amounts under this Agreement to The Manor under any of the following conditions:
- a. If Resident notifies The Manor in writing that he/she wishes to terminate this Agreement within seven (7) days from the date on which Resident signed this Agreement; or,
 - b. If prior to occupying the Apartment Home, Resident either dies or becomes incapable (because of illness, injury or other physical or mental incapacity) of occupying the Apartment Home.

The Manor will pay the reimbursement due, if any, to the Resident under this paragraph within sixty (60) days of the effective date of termination of this Agreement. If Resident terminates this Agreement prior to the date Resident occupies the Apartment Home for reasons or conditions other than those described above, Resident shall be entitled to a reimbursement of all amounts paid to The Manor, and shall be relieved of further liability to pay Security Deposit or Monthly Service Fee under this Agreement. The Manor will pay the refund due to the Resident under this paragraph (b) within sixty (60) days of the effective date of termination of this Agreement.

16. TERMINATION OF THIS AGREEMENT AFTER OCCUPANCY OF APARTMENT HOME. This Agreement is subject to termination as follows:
- a. By Resident at any time upon sixty (60) days prior written notice to The Manor.

- b. By The Manor upon thirty (30) days written notice to Resident (or such shorter period as may be appropriate under the circumstances) if Resident's behavior threatens to interfere with or obstruct the comfort, safety, or enjoyment of other Residents.
- c. By The Manor if Resident fails to pay the Apartment Home Monthly Service Fee, Additional Service Fees or any other amounts payable under this Residency Agreement when due; Resident violates any other provisions of this Agreement or repeatedly violates The Manor's rules and regulations and such violation is not cured within thirty (30) days after written notice to Resident ; or The Manor discovers a material misstatement or omission in information submitted by or on behalf of Resident .
- d. By Resident or The Manor in the event all or a portion of the Apartment Home or the building in which it is situated is destroyed or made untenable by fire, flood, storm or other casualty or cause and The Manor determines not to rebuild the Apartment Home.
- e. By personal representative of Resident, or The Manor upon the death of Resident.

17. EFFECT OF DOUBLE OCCUPANCY. If the Apartment Home is occupied by two persons and one dies or transfers from the Apartment Home, this Agreement will continue in full legal force and effect as to the remaining Resident, except the Apartment Home Monthly Service Fee will be adjusted to reflect the then applicable single occupancy rate payable for the type of Apartment Home occupied by Resident.

18. RIGHT OF SET-OFF; OTHER RIGHTS. The Manor will have the right of set-off against repayment of the Security Deposit, Entry Fee, and deferred fee under Section 13, and any other fees or amounts payable to The Manor under this Agreement. Termination of this agreement for whatever reason will not affect or impair the exercise of right or remedy granted to under this agreement for any claim or causes of action occurring prior to the date of such termination.

19. RESIDENT'S INTEREST. Resident does not have any proprietary interest in The Manor, its assets or properties.

20. RESPONSIBILITY FOR RESIDENT'S PROPERTY. The Manor will not be responsible for damage or loss to any personal property belonging to Resident caused by fire, flooding or other casualty, or by leaking of water, bursting of pipes, theft or any other cause. Resident will be solely responsible for insuring against property damage or loss and personal liability. In the event of Resident's death or transfer from The Manor, The Manor will exercise ordinary care in temporarily safekeeping Resident's personal property. If such property is not removed from The Manor premises within 30 days after

termination of this Agreement, The Manor reserves the right to have such property placed in storage at the expense and risk of Resident or his/her estate.

21. RIGHT OF ENTRY. Resident hereby authorizes employees and agents of The Manor to enter Patio Home for the purpose of providing services, repairs, maintenance, alterations, pest control and inspection, and in the event of perceived medical or other emergency.
22. INDEMNIFICATION FOR NEGLIGENCE. Resident will indemnify, protect and hold harmless The Manor for any loss, damage, injury or expense incurred by it as a result of the careless, negligent or willful acts of Resident or Resident's invitees or guests.
23. GUEST. Occupancy of the Apartment Home and use of the community facilities is limited to Resident and guests. Guests may occupy the Apartment Home for no more than 14 days during any calendar quarter without the prior written approval of The Manor. Resident will be responsible for the conduct of Resident's guests and for payment of any charges incurred by Resident's guests.
24. ALTERATION TO APARTMENT HOME. Resident may make alterations to the Apartment Home (including painting, wall papering, building of bookshelves, etc.) with the prior written approval of The Manor. Any approved alteration will be performed at Resident's expense by The Manor's maintenance staff or by a contractor approved by The Manor. In the event Resident elects to use an outside contractor, said contractor will provide The Manor with proof of Insurance naming The Manor as an additionally insured as well as proof of Workers' Compensation Insurance, and will sign a statement releasing The Manor from any liability relating to the work or materials.

For Resident's safety, Resident agrees not to replace or add any locking devices to the Apartment Home.

Upon termination of this agreement, Resident will be billed for any costs associated with returning the apartment to the standard set for The Manor.

25. HOUSE RULES; STANDARDS FOR ADMISSION TO RESIDENCY OF THE MANOR. The Manor will establish rules and regulations for the orderly operation and management of The Manor's affairs, and the health, safety, welfare, peace, and comfort of the Resident, and Resident agrees to abide by such rules and regulations.
26. ABSENCE FROM THE MANOR. Resident agrees to notify The Manor's management in advance of any contemplated overnight or longer absence from The Manor.

27. DAMAGE TO APARTMENT HOME. If the Apartment Home is damaged by fire, flood, storm, or other casualty or cause, and The Manor elects not to terminate this Agreement, The Manor will, at its expense, proceed diligently to repair and restore the Apartment Home. If the Apartment Home is untenable during the repair, The Manor will relocate Resident to a comparable type Apartment Home at The Manor, if available, or, if not, The Manor will endeavor to relocate Resident temporarily to any other available Apartment Home and the Apartment Home Monthly Service Fee may be adjusted for the type of Apartment Home temporarily occupied by Resident.
28. RELOCATION. Resident may elect to move to another Apartment Home, subject to availability. In such event, this Agreement will be terminated and a new Residency Agreement executed. Resident will receive a refund of the Security Deposit in accordance with Section 7 and will be required to make a new Security Deposit and pay appropriate Apartment Home Monthly Service Fee for the new Apartment Home at the then current Security Deposit and Apartment Home Monthly Service Fee schedule. All moving costs will be at Resident's expense.
29. SAFEKEEPING OF VALUABLES. Resident is responsible for the safekeeping and proper identification of all personal valuables and belongings. The Manor shall not be responsible for broken or lost jewelry, eye glasses, hearing aids, dentures, or other personal items.
30. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between The Manor and Resident. The Manor will not be liable for, or bound by, any statements, representations or promises made to Resident by any person representing or proposing to represent The Manor unless such statements, representations or promises are expressly set forth and endorsed by both parties in writing, and included in this Agreement.
31. BINDING EFFECT. This Agreement is binding upon the successors and assigns of The Manor and the heirs and personal representative of Resident. The provisions of this Agreement are not assignable or transferrable in whole or in part by Resident, and Resident will have no right to sublet the Apartment Home without the written permission of The Manor in its sole discretion.
32. SEVERABILITY. Each provision of this Agreement will be deemed separate from each other provision and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the balance of the Agreement.
33. SUBORDINATION. Resident agrees that Resident's rights under this Agreement will be subordinate to any mortgage or lien that now encumbers all or any part of the real estate

upon which The Manor is situated, and shall be further subordinate to the lien of any mortgage hereafter placed on all or any part of the real estate upon which The Manor is situated, and Resident agrees to execute, acknowledge and deliver such subordination Agreement as any lender or future lender shall reasonably require in order to establish the priority of an such lien.

34. NONDISCRIMINATION. The Manor will be operated on a nondiscriminatory basis and will provide the facilities and services described in this Agreement to individuals regardless of race, color, sex, religion, creed or national origin.
35. NOTICES. Any notice to The Manor by Resident should be given in writing and mailed or delivered to The Manor at the administrative office or at such other address as The Manor may designate in writing. Any notice to Resident by The Manor will be given in writing and mailed or delivered to Apartment Home or at such other address as Resident may designate to The Manor in writing.
36. PERSONAL EXPLANATIONS. Resident signature(s) at the end of this Agreement signifies that a The Manor representative has personally reviewed and explained to you the implications of items relating to:
 - a. Health and Financial acceptance requirements
 - b. Security/Processing Fee and Monthly Service Fees
 - c. Services Included, and additional costs
 - d. Monthly Fee Adjustments
 - e. Termination & Refunds
 - f. Reassigning Resident Units
 - g. Higher levels of Care when space is not available

IN WITNESS WHEREOF, The Manor and Resident have signed this Agreement on the following month, day and year .

RESIDENT:

X | _____
Signature

| _____
Print Name

| _____
Signature

| _____
Print Name

THE MANOR:

| _____
Signature

Title: Executive Director

Confidential Financial Application (Page 1 of 2)

ELECTRONICALLY FILED - 2020 Jul 27 4:18 PM - FLORENCE - COMMON PLEAS - CASE#2018CP2103002

Name		Spouse's Name		
Street	City	State	Zip	

Statement of Financial Condition

Assets	\$ Amount	Liabilities	\$ Amount
Cash on Hand		Notes Payable	
CD's		Credit Cards Due	
Securities		Unpaid Income Tax	
Real Estate		Other liabilities	
Auto & Personal Property			
CSV Life Insurance			
Other Assets			
TOTAL ASSETS		TOTAL LIABILITIES	
NET Worth			
TOTAL LIABILITIES & NET WORTH			

Sources of Income

Dividends:	Est. Value of Home:
Interest:	
Real Estate:	Closing/Moving Date:
Pension:	
Other:	Net Proceeds:
TOTAL:	\$/Month from Invested:

Personal Information

Do you have a will? If so, name of Executor:	
Are you a partner in other ventures? If so, describe:	
Are any assets pledged other than described above? If so, describe:	

I hereby declare that all statements made herein are true and complete according to my best knowledge and belief. In witness whereof, I have signed this application this day of

X _____
Applicant Signature/ Date

The Manor Representative/Date

Confidential Financial Application (Page 2 of 2)

I am financially responsible for all payments to The Manor for

\$.

I understand that at this time The Manor only accepts private-pay funds for Assisted Living, Assisted living and Nursing Care monthly Service Fee payments. Increases in fees will be reviewed by the Board of Directors and applied annually. I also understand that The Manor is not Medicare or Medicaid certified and that at the time of move-in The Manor cannot provide financial assistance to residents.

<input checked="" type="checkbox"/> _____ Resident Signature	_____ <input type="checkbox"/> Date
_____ <input type="checkbox"/> Resident Signature	_____ <input type="checkbox"/> Date
_____ <input type="checkbox"/> For The Manor	_____ <input type="checkbox"/> Date

The Manor Telephone Service

The Manor telephone service is managed and maintained by The Manor thereby affording Resident lower cost and faster service. Your existing phone number may be transferred from another phone carrier when you contact your carrier to arrange the change of address prior to moving to The Manor. After you move into The Manor and your service is transferred here, the Business Office can then arrange to have your phone number transferred The Manor's phone service.

Our service options are listed below.

- Basic monthly phone service cost is \$26.00 per month including taxes and includes listing your number in the Florence area phone book.
- Voice mail and caller ID are included in the basic monthly phone service.

Please sign below acknowledging acceptance of our phone service.

_____ Resident Signature	_____ Date
_____ Resident Signature	_____ Date
_____ For The Manor	_____ Date

Resident's Bill of Rights

South Carolina Code of Laws, Section 44-81-20 et.seq.

As a resident of The Manor you or your legal guardian has the right to:

Medical Treatment

- Choose your own personal physician
- Receive from your physician a complete and current description of your medical condition in terms you understand
- Participate in planning the care and treatment you receive
- Participate in any changes to your care and treatment
- Be fully informed in advance of any changes in your care and treatment that may affect your well-being
- Refuse to participate in any type of experimental tests or research
- Have privacy during treatment
- Have your medical records treated with confidentiality
- Approved or refuse release of your medical records to anyone outside this facility, unless you are transferred to another health care facility, or it is required by law or by other third party contracts

Personal Possessions

- Have security in storing your personal possessions
- Approve or refuse release of your personal records to anyone outside The Manor , except as provided by law
- Keep and use personal clothing and possessions as long as they do not affect other resident's rights
- If the facility has been delegated in writing to manage your finances it must provide you a quarterly report

Personal Treatment

- Be treated with respect and dignity
- Be free from mental or physical abuse
- Be free from being restrained either physically or with drugs, unless your doctor has ordered them
- Be free from working or performing services for The Manor unless they are part of your plan of care
- Be discharged or transferred to another facility against your wishes only for; your welfare, the welfare of the other Residents, medical reasons, or for nonpayment.

Communication

- Have your legal guardian, family members, and other relatives see you when they visit
- Refuse to see your legal guardian, family members and other relatives.
- Send and receive mail with freedom and privacy
- Associate and communicate privately with persons of your choice
- Meet with your legal guardian, family members, or thither Resident's members to discuss The Manor
- Meet with and participate in social, religious, and community group activities, unless a written medical order prohibits such activity
- Personal Privacy
- Have privacy when receiving personal care
- Have privacy when visiting with your husband or wife
- Share a room with your husband or wife, unless your doctor forbids this in your medical records
- Have your personal records treated confidentially
- Employ a sitter from outside The Manor to come and provided you with sitter services, unless you have already agreed in writing with The Manor not to hire a private sitter. You must choose a sitter from an approved agency or list and that sitter must be approved by the facility. The sitter must also abide by the policies and procedures of The Manor. You must agree not to hold The Manor liable for any matters involving your private sitter.

By the time you were admitted to The Manor a representative of The Manor must have explained to you:

Your Rights: You must have been told and given a written explanation of your rights as explained in this poster, what to do if you believe your rights have been violated, and how to enforce your rights under state law. You must have acknowledged that you received these explanations in writing, and they must be part of your file.

Services: You must have been given a written list of the services that are available to you and their cost. If the services and their cost change you must be notified of these changes in writing.

Refund Policy: The Manor must have a policy on giving refunds to Resident. The policy must be based on the actual number of days you were in The Manor or a bed was held there for you. You must have been given a copy of this policy in writing and you must be notified in writing again of any changes that are made to this policy. If you contact member of The Manor staff, but no action is taken on your behalf, contact: South Carolina Department of Health & Environmental Control, Health Licensing Section, 2600 Bull Street, Columbia, SC 29201. Or call (803) 545-4370.

Resident Bill of Rights

I hereby acknowledge that I have received a copy of The Manor Resident's Bill of Rights, that I have read it in its entirety, and that I understand the rights it sets forth.

 _____
Resident Signature

Date

Acknowledgement of Receipt and Reading of Resident Handbook

I hereby acknowledge that I have received a copy of The Manor's Assisted Living Resident Handbook which includes the Community Service Council By-Laws, that I have read in its entirety. I understand the By-Laws and will comply with the policies and procedures it sets forth.

My Apartment Number

X _____
Resident Signature

Date

Notice of Privacy Rights

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal program that requires that all medical records and other individually identifiable health information used or disclosed by us in any form, whether electronically, on paper, or orally are kept properly confidential. This Act requires us to notify you of our legal duties and privacy practices with respect to your protected health information and gives you, the resident significant new rights to understand and control how your health information is used.

According to HIPAA, we may use and disclose your protected health information without your written authorization for the following reasons:

- Treatment including the provision, coordination or management of health care and related services by one or more health care providers such as referral to pharmacy and
- Payment including activities such as providing information for the filing of an insurance claim to obtain reimbursement for services, treatment or equipment and
- Health care operations including administrative, financial, legal and quality improvement activities, such as compliance audits, necessary to support and properly conduct your care.

Any other uses and disclosures, except as allowed or required by law, will be made only with your written authorization. You may revoke an authorization in writing but such a revocation will not affect actions already taken by us based upon your prior authorization.

Examples of other uses and disclosures allowed or required by law which do not require your written authorization include:

- To notify family or other individuals involved in your care of emergency or critical care situations.
- For public health and safety purposes to prevent or control disease, injury or disability threats.
- To report suspected victims of abuse, neglect, or domestic violence.
- For health oversight activities such as professional licensure and governmental program evaluation.
- For judicial and administrative proceedings pursuant to court order or subpoena.
- For law enforcement purposes pursuant to due process.
- To assist coroners, medical examiners, and funeral directors in the performance of their duties.
- For organ donation purposes.

- For research purposes pursuant to a board approved waiver of authorization and research protection policies.
- For specialized government functions such as national security and intelligence activities.
- To comply with worker's compensation requirements pursuant to a signed release.

You have the following rights with respect to your protected health information:

- The right to request restrictions on certain uses and disclosures. However, we are not required to agree to such a request.
- The right to reasonable requests to receive confidential communications of health information from us by alternative means or at alternative locations.
- The right to inspect and/or receive a copy of your records for a reasonable fee.
- The right to request a correction or amendment to your records.
- The right to receive an accounting of disclosures of your health information.
- The right to obtain a paper copy of this notice upon request.

For assistance with exercising any of these rights, you may contact the Privacy Officer at the address below.

This notice is effective as of April 14, 2003, but we reserve the right to change the terms of this notice in accordance with new/revised laws or office procedures and make the new notice effective for all protected health information that we maintain. We will abide by the terms of the notice currently in effect, and you may receive a copy of the current notice at any time upon request.

If you feel your privacy rights have been violated, you may file a formal, written complaint with our privacy officer and/or the Department of Health and Human Services, Office of Civil Rights at the addresses listed below. We respect your right to file such a complaint and will not retaliate against you for doing so.

Executive Director
The Manor
2100 Twin Church Road
Florence, SC 29501

U.S. Department of Health & Human Svcs
Office of Civil Rights
200 Independence Ave, S.W.
Washington, D.C. 20201
1-877-696-6775

Signature _____ Date _____

Criteria for Assisted Living

Wesleyan Suites and Magnolia Terrace, at The Manor provide both Personal and Dementia care for senior adults in an assisted living setting. It is important to recognize that these facilities are designed to provide services to the resident with areas of specific needs.

In keeping with this premise, the following criteria have been established for accepting applicants and for maintaining residence in Wesleyan Suites and Magnolia Terrace. Residents are expected to maintain these criteria in order to remain in the Assisted Living Setting.

The Manor reserves the right to have our Medical Director and/or an independent physician interview and/or conduct a thorough physical and/or psychiatric examination of the applicant/resident in questionable situations or where the applicant/resident/family disagree with the level of care determination.

The applicant must:

1. Be ambulatory with/without assistance of wheelchair, cane, walker or crutch.
2. Be able to evacuate the building with minimal physical and verbal cueing; if located above ground floor and resident must be able to self-evacuate with assist.
3. Be able to attend meals with fellow residents. May require assistance with cutting meat, opening containers, and verbal cueing.
4. May require assistance with all personal care, including bathing, shaving, dressing, hair care and make-up.
5. May require assistance with housekeeping, general cleanliness in quarters and personal laundry.
6. May require assistance to manage continence; OR if has minor problem with colostomy or catheter, must be able to care for self through proper use and disposal of supplies.
7. May require assistance with medications up to and including insulin injections.
8. May require frequent orientation to person, place and time.
9. May require emotional support from staff.

Note: For purposes of delineation of appropriate level of care placement, we will be utilizing the "Resident Evaluation Scale" form. In borderline situations, management may recommend a higher level of care if there is a likelihood of another transfer within the immediate foreseeable future than the resident or family members feel appropriate. The Executive Director may, at their discretion, make the final decision in unusual or questionable situations.

As with all residents residing at The Manor, a complete history and physical at the time of admission is required. Fortunately for many of our residents this is merely an exercise in meeting criteria for admission. However, routine annual primary care physician visits will be necessary to keep your clinical chart current. If a resident is seeing a primary care physician for an on-going problem, the above mentioned annual visit would not be required. This policy is intended to facilitate effective health care center triage when necessary.

Placement for admission to Assisted Living will be determined by the "Resident Evaluation Scale" form.

I certify I have read these criteria, understand them and agree to a transfer of living accommodations based on The Manor's established criteria.



Signature of Resident

Date

Authorization for Release of Information

I/We hereby authorize the following physician(s):

Dr. Bebraka

Doctor

Doctor

To release such medical information as may be required by The Manor to assure continuity of medical care and completion of my/our medical record. I/we release the above named physician(s) from any and all legal liability that may arise from the release of this information.

X _____
Resident Signature

Date

Resident Signature

Date

For The Manor

Date

Authorization for Release for Publishing Photographs, Articles and Room Numbers

We are excited about a lot of programs and activities that are happening at The Manor. From time to time we would like to include photographs and articles of our residents in various publications, i.e., , marketing newsletter, brochures, postings on bulletin boards, etc., which would be available to the public. For our new Resident, we would like to include your room number in our newsletter so that others may come by and extend to you a warm welcome.

We are seeking your consent in this matter. Please indicate your choice below with a check mark. We will respect your decision. Thank you for your cooperation.

- I give consent for my pictures to be published.

	Yes		No
--	-----	--	----
- I give consent for articles to be published about me

	Yes		No
--	-----	--	----
- I consent for my room number to be published.

	Yes		No
--	-----	--	----

X	
Resident Signature	Date
Resident Signature	Date
For The Manor	Date

Private-Duty Sitters

General: This facility recognizes that a resident may from time to time wish to use a private-duty sitter, either short term (1 to 2 weeks) or longer term (30 to 60 days) period. However, when it is apparent a higher level of care is needed beyond 60 days by a resident, it is imperative the administration not allow a resident to use a sitter to avoid moving to the next level.

There are certain requirements related to the use of sitters, these requirements have been established to assure a coordinated effort in providing each resident quality care and to provide for the safety and security of all residents and staff.

1. A sitter must be hired through an approved agency which requires drug screening and training in CPR, first aide, resident's rights and basic care giving. The Executive Director has final approval and will assist the resident/responsible party with a referral to a pre-approved agency.
2. Sitters must sign in and out at the reception desk or the nurse station each time they enter or exit the facility. At this time sitter must inform the nursing/assisted living supervisor of the care to be provided for the resident so that Resident's care plan can be coordinated and fully implemented and documented.
3. Sitters must wear a clean uniform and identification while working in the facility. His/her name must be clearly shown on a name tag.
4. Sitters must conform to the resident's right to confidentiality of personal information. This includes all information related to health, physical condition, diagnosis and treatment, or any other personal matters. This information is to be shared only by the Director of Nursing or other designated supervisor. The sitter may discuss with the resident or with his/her family members only the care he or she provides.
5. If the sitter needs assistance in providing care for the resident, he/she must request assistance from the Director of Nursing/Assisted Living.
6. Sitter is to be knowledgeable of, and work within all policies and procedures of the facility.
7. Recognizing the importance of good communications, sitter shall work to relate well with facility staff, and to communicate to a supervisor any problems with residents, staff or other persons.
1. The facility is in no way responsible for, or contractually bound to any agreement between sitter and his/her client. The facility reserves the right to withdraw privileges of private-duty sitters, and to deny access to the facility.

Acknowledgement: The undersigned hereby acknowledges that providing the services of a private-duty sitter to residents of the facility is a privilege granted by the facility. He/she agrees to work within the policies set forth within this document.

Resident Signature

Date

Motorized and Non-Motorized Ambulating Assist Vehicles and Devices Inside the Facility

General: A resident living in The Manor may have a temporary or permanent need for ambulation assistance from a motorized or non-motorized vehicle or device. An ambulation-assist vehicle or device can be dangerous to walkers and drivers alike. When left along in a traffic area (hallways, common areas, etc.) they can cause safety problems for other residents and evacuation obstacles in the event of an emergency. Also, they have a cluttered look to the facility thereby diminishing the appearance of the facility. For these reasons, every effort shall be made to permit the use of such vehicles and devices in the facility only when necessary.

1. If a resident is to purchase, use or otherwise have access to an ambulation-assisted vehicle or device (other than a cane, quad-cane, or standard walker), inside the facility, he/she must first receive permission in writing from the Executive Director.
2. A resident may use an ambulation-assist vehicle or device in the facility only when on the following conditions has been verified in writing by a physician:
 - a. A physical disability exists that cannot be offset by a cane, quad-cane, or walker.
 - b. A temporary (30 days or less) health reversal has occurred that imposes ambulation difficulty and cannot be offset by a cane, quad-cane, or walker.
3. For safety reasons, an ambulation-assist vehicle or device (including walkers) may not be parked in a hallway or any other traffic area that could impede the ability of resident's guest or staff to evacuate the building in the event of an emergency.

Acknowledgement: I have read and understand the policy regarding motorized and non-motorized ambulation-assist vehicles and devices inside the facility.



Resident Signature

Date

Resident Authorizations

1. Resident hereby gives permissions, does not give permission to the staff at The Manor to receive prescription and/or package deliveries to me/us and to sign the receipt or register indicating receipt of same. I/we understand that The Manor will not be responsible for the payment of C.O.D. deliveries unless I/we arrange for payment in advance. Also, I/we understand that I/we will be notified for personal deliveries in a reasonable time period and will be responsible for picking up the package at the reception desk, and that I/we will then sign the package receipt log indicating that I/we received the package.
2. Resident hereby gives permission to the staff at The Manor to admit the persons listed below into my/our apartment in my/our absence, or in the event I/we vacated my/our suite for any reason. This authorization will not be affected by my/our disability, and I/we will hold The Manor and its employees, agents, and affiliates harmless from any claim or liability in admitting the authorized person.

Persons authorized to be admitted to my/our apartment/suite:

Note: If no name is written on any of the above four lines, write "No Name on This Line".

<input checked="" type="checkbox"/>	_____	_____
	Resident Signature	Date
	_____	_____
	Resident Signature	Date
	_____	_____
	For The Manor	Date

The Manor's Authorization for Optional Services

Resident's Name

Family member or Personal Representative's Name & relationship to Resident

Use of Beauty/Barber Shop

At his/her discretion			
Once weekly			
Other - explain			

Use of Manicurist

At his/her discretion			
Once every two weeks			
Once every three weeks			
Other - explain			

Use of Pedicurist

At his/her discretion			
Once every two weeks			
Once every three weeks			
Other - explain			

Method of Payment

Pay by Cash			
Charged to Resident's room			
Services not needed			

Is Resident a diabetic?

	Yes		No
--	-----	--	----

(If yes, please contact the Director of Nursing for more information.)

X _____
Signature of family member or Personal Representative

Date

Resident Vehicle Registration

Vehicle #1			
Make	Model	Color	Year
License Plate #		Parking Permit #	
Vehicle Insured by (Company):			

Second Vehicle if Applicable:

Vehicle #2			
Make	Model	Color	Year
License Plate #		Parking Permit #	
Vehicle Insured by (Company):			

The Manor Cable Service

The Manor cable service is managed and maintained by The Manor thereby affording Resident lower cost and faster service. Each room is already equipped with cable service and nothing is required of you to receive that service. You have the option of transferring existing cable/phone/internet bundles from your previous location with Time Warner Cable, we do not accept any other cable company; Dish Network or any other satellite companies are not permitted. After you move into The Manor and your service is transferred here, please provide a copy of your first month's bill for our records, if you cannot provide a copy of current cable service that is being billed directly to you, The Manor will automatically add the \$30 service cost to your next bill.

Our service options are listed below.

- Cable service cost is \$30.00 per month including taxes.

Please sign below acknowledging acceptance of our cable service.

<u>X</u>	_____	_____
	Resident Signature	Date
<u>I</u>	_____	_____
	Resident Signature	Date
	_____	_____
	For The Manor	Date

PHARMACEUTICALS PURCHASE AGREEMENT

WINYAH PHARMACY SOLUTIONS

810 ELIZABETH STREET, GEORGETOWN SC 29440

Phone: 866-507-1763 Fax: 800-538-3761

This is an agreement for pharmacy services with Winyah Pharmacy Solutions and

_____ and _____
(Resident) (Responsible Party other than resident)

Facility Name The Manor

I agree to pay for any purchases made. I agree to pay the entire amount due within 15 days of the statement date shown. I authorize facility personnel to make purchases on this account on behalf of the named resident. I understand that the use of Winyah Pharmacy as a provider of pharmaceuticals and other necessities is optional. Winyah reserves the right to withhold services if payment authorization is denied for any reason such as non-sufficient funds, credit card denial, and in the event the account is 30 days or more past due and no good faith effort has been made to get the balance current. Any balance that remains delinquent may be turned over to collections and reported to credit reporting agencies.

Signed: _____ Date: _____

Responsible Party for Payment & Primary Contact Person - your Statement will be mailed to this address:

Name: _____ Phone: _____ (Home/Cell) Email: _____
Circle

Address: _____
(Street) (City) (State / zip)

Alternate Responsible Party- MUST be completed if Resident is listed as responsible party

Name: _____ Phone: _____ (Home/Cell) Email: _____
Circle

Address: _____
(Street) (City) (State / zip)

A valid payment option is requested to secure account - kept on file

PLEASE NOTE: If a Resident is their own Responsible Party and there is no family member that will be financially responsible and the facility is not financially responsible for the medications ordered on the Resident's behalf, the authorization must be completed and signed prior to delivery of medications. If the Resident discharges and payment is not received within 15 days of the statement date, this account will be charged for the final balance due.

Type of card (circle): Visa / MasterCard / American Express / Discover

Name on Card: _____ Billing Address: _____

Card # _____ Expiration _____ Security Code _____

Type of account (circle): Checking / Savings

Name on Account: _____ Name of Bank: _____

Routing Number: _____ Account Number: _____

I wish to pay automatically by credit card each month

I authorize Winyah Pharmacy to charge my credit card or bank account for the balance of charges not paid by my insurance company. Winyah will charge the balance due about 15 days after statements have been mailed to allow time to review the statement and communicate any issues/concerns.

I will mail in payment by check promptly after receipt of Winyah's statement. I understand my credit card or bank account will only be used after Winyah notifies responsible party about non-payment of an outstanding balance due and no good faith effort has been made to get the balance current.

Moving Checklist

While each person has individual preparations to make, there are some basic items to take care of when moving to our community.

1. Insure all utilities are turned off at your current residence. You don't need to arrange to have utilities connected in your unit. The Manor is all-electric and the monthly service fee include heat, air conditioning, lights, water, sewer and trash removal.
2. You may install telephone service in your apartment/suite. If you are interested in a private line just let Community Sales Director know and they will be happy to assist you with these arrangements. \$26.00/month
3. You may install cablevision. Each unit is individually wired for cablevision. The Community Sales Director will be glad to assist you with the installation of this service. The charge will appear on your monthly The Manor statement. \$30.00/month
4. Complete change of address notification. Ask the Community Sales Director for a change of address notification card. This will assure that your mail is forwarded to your new address.
5. Newspaper delivery. The Manor maintains a subscription to the local paper (Florence Morning News). A copy is available in the lobby or library every day. If you would like your own subscription, notify the circulation department of the newspaper to set up your account. You will be billed directly by the newspaper. You will also need to notify the Resident Services Director, who keeps an updated list of who receives newspapers, since they are delivered in bulk to the front lobby. Your newspaper will be delivered to your door by a staff member.
6. Furniture delivery. We need advance notification of your moving plans so we can show you the appropriate entrance, elevator and easiest route to your unit. Every resident needs to have dates and times "reserved" so they won't be in conflict with other moves, deliveries, or special events. We want to have your unit prepared before you arrive at The Manor. We like to do this before anything is moved in. Sometimes there are separate deliveries from your "official" move-in day, or you may want to begin bringing in smaller items a few days before the furniture arrives. You might also have an interior decorator or wall paper hanger who needs to come over at a separate time before you move in.

Again, we need to stress the importance of coordinating moving plans with us in advance so we can be prepared to help your move take place as smoothly as possible.

Your new address will be:

2100 Twin Church Road
Florence, SC 29501

If there are any other moving questions or preparations we can assist with please let us know.

The Manor
Resident Emergency Information

Today's Date: _____

Name: _____ Date of Birth: _____

Social Security #: _____

Medicare #: _____ Supplemental Insurance: _____

Primary Physician: _____ Physician's Telephone: _____

Preferred Hospital: _____ Religion: _____

Preferred Funeral Home: _____

Do you have a living will? If yes, attach a copy.

Do you have a Signed DNR Order (Do Not Resuscitate)? If yes, attach a copy.

Contact Person(s):

First Contact Person

Second Contact Person

Name _____

Name _____

Address _____

Address _____

Phone # Home _____

Phone # Home _____

Work _____

Work _____

Cell _____

Cell _____

Email _____

Email _____

Relationship to you: _____

Relationship to you: _____

Does this person have your
Legal Power of Attorney?

Does this person have your
Legal Power of Attorney?

Does this person have your
Healthcare Power of Attorney?

Does this person have your
Healthcare Power of Attorney?

Does this person have your
Financial Power of Attorney?

Does this person have your
Financial Power of Attorney?

Marrital Status -

If you are Married, Widowed, or Separated, what is (was) the name of your spouse?

The Manor
Resident Emergency Information

Today's Date: _____

Name: _____

Date of Birth: _____

Heart Condition: Yes No

Asthma: Yes No

Pace Maker: Yes No

Epilepsy: Yes No

Defibulator: Yes No

High Blood Pressure: Yes No

Eye Glasses: Yes No

Low Blood Pressure: Yes No

Contacts: Yes No

Diabetes: Yes No

Dentures: Yes No

Insulin: Yes No

Upper
Lower
Both

Pills: Yes No

Hearing Aid(s): Yes No

Cancer: Yes No

Left Ear
Right Ear
Both

Type of Cancer: _____

Date of Cancer: _____

Mobility Device: Yes No

Emphysema: Yes No

Type: _____

Do you use Oxygen? Yes No

Allergies: _____

Special Needs: _____

Medications (list name, dosage, time(s), how taken)

Name	Dosage	Time	Route (by mouth, etc)
See MAR.			

Use Page 3 for list of medications, if needed.

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Exhibit C

RENTAL AGREEMENT AND LEASE

The Rental Lease Agreement ("**Lease**") is made and entered as of the date written below by **Cardinal Group Management LLC ("Manager")**, as agent for **Wallace Lofts LLC LLC ("Master Resident Landlord")**, (both Manager and Master Resident Landlord collectively, hereinafter referred to as "**Landlord**") and the undersigned resident(s) **Connor Nettles** (each hereafter referred to as "**Resident**") at **The Cottages of Boone**, located at **615 FALLVIEW LN, in BOONE, NC 28607 ("Management Office")**. The members, managers, partners, officers, principals, directors, agents, employees, and contractors of the Landlord shall hereinafter be referred to as the "**Landlord Parties**".

1. SUMMARY OF LEASE TERM, FEES AND INSTALLMENTS.

Lease Term: **Start Date:** 08/15/2018, 10:00AM **End Date:** 07/31/2019, 12:00PM

The Lease Term is finite, as defined by the Start and End dates, and does not automatically renew or revert to a month to month status at the end of Lease Term. Unless the Resident enters into a new lease of the Apartment prior to the End Date, Resident must vacate the Apartment by the date and time specified above.

Unit Type Leased

Unit #**	Floor Plan	Furnished/Unfurnished
TBD	4 Bed 4 Bath	Unfurnished

* Unless renewing the same unit, the Unit # will not be assigned at lease signing.

Rent and Other Recurring Monthly Fees:

Move-In Charges		Recurring Charges	
Description	Amount	Description	Amount
Application Fee	\$Waived	Rent	\$615.00
Administration Fee	\$Waived	Pet Rent	\$30.00
Redecoration Fee	\$	Furniture Fee	\$
Reservation Fee	\$	Furniture Premium	\$
Security Deposit	\$100.00	Double Occupancy Premium	\$
PPA	\$1230.00		
Pet Deposit	\$0.00		
Non-Refundable Pet Deposit	\$300.00		
DUE PRIOR TO MOVE-IN:	\$1630.00	TOTAL RECURRING INSTALLMENT ("Rent")	\$645.00

Rent, or the Total Recurring Installment amount does not include utility usage charges if utility usage is billed to the Resident in arrears. Please refer to Section 10 - Utilities for the specific usage and billing terms for The Cottages of Boone, as prescribed in the Lease.

RENTAL AGREEMENT AND LEASE

RECURRING INSTALLMENT SCHEDULE:

Base Rent for Lease Term: Payment in 12 equal installments of \$645.00 due on the 1st of each month, with the first payment due on 08/15/2018 and the final payment due on 07/01/2019 with the sum of all payments due equaling \$7095.00.

The total rent due will not be pro-rated according to the date the resident takes possession of the unit or the date the resident surrenders the unit.

AGREEMENT: RESIDENT ACKNOWLEDGES AND AGREES THAT RESIDENT HAS CAREFULLY READ AND UNDERSTANDS THIS LEASE AND THAT RESIDENT ACKNOWLEDGES THAT THIS LEASE CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD AND RESIDENT. LANDLORD AGREES TO LEASE TO RESIDENT, AND RESIDENT AGREES TO LEASE FROM LANDLORD, THE PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LEASE.

2. **DESCRIPTION OF PREMISES.** The Landlord hereby leases to Resident and Resident hereby leases from Landlord the Premises, which is an apartment in the Property, described herein and in Section 1. Summary of Lease Term, Fees & Installments. "**Apartment or Unit**" means the apartment unit and bedroom identified by Landlord at or prior to the beginning of the Lease Term. "**Premises**" means the shared use and occupancy of the apartment's common areas, bedrooms, bathrooms, and other areas in the apartment unit so identified subject to the terms and conditions of this Lease. The Resident also enjoys the nonexclusive use of certain common areas located throughout the Property, subject to the terms and conditions of this Lease and the Property's Rules and Regulations, as Exhibit A - Resident Handbook: Rules and Regulations.
3. **TERM.** The Premises are to be used and occupied by Resident as a residence, for the period described in the Summary of Lease Term, Fees & Installments subject to adjustment pursuant to Section 1 (the "**Lease Term**"). It is expressly understood that this Lease is for the entire Term whether or not the Resident is able to continue occupying the Premises. Accordingly, Resident's obligation to pay the Rent hereunder shall continue for the entire Term of this Lease and until all sums due Landlord hereunder have been paid in full.
4. **RENT.** Resident shall pay the Landlord the sum of the Rent. "**Rent**" means the total rent due for the Premises, the amount which is listed in Section 1. Summary of Lease Term, Fees & Installments, "**Total Recurring Installment**", as well as any fees, fines, additional rent or other levies due under this Lease, without offset or deduction. Rent shall be paid pursuant to the terms and conditions contained herein and in the Summary of Lease Term, Fees & Installments. Rent shall be paid to the Property's office at the address listed in Summary of Lease Term, Fees & Installments, or at such other address provided to Resident by Landlord by written notice (the "**Management Office**").

Rent is due in the Management Office prior to close of business on the first day of the month listed in the Recurring Installment Schedule in Section 1 of the Lease, below.
5. **SECURITY DEPOSIT AND TERMS.** As a condition to the effectiveness of this Lease, Resident may be required to deposit with the Manager the Security Deposit as partial security for all obligations under this Lease. The amount and nature of the required deposit is specified in Section 1 Move-In Charges. The total amount of fees and deposits due prior to move-in is also specified in Section 1 "Due Prior to Move-In".
The Security Deposit will not be the limit of damages if Resident violates this Lease, and Resident may be liable for damages in excess of the Security Deposit. Among other items, the cost of labor and materials for cleaning, repairs and replacements, in excess of "normal wear" and the amount of delinquent payments of Rent and other charges, and late charges, may be deducted by the Manager from the Security Deposit.

If the Security Deposit is reduced because Manager has applied all or part of it to Resident's unpaid obligations, Resident agrees that Resident will deposit with the Manager, within three (3) days after written demand by Manager, the funds necessary to restore the Security Deposit to the full amount set forth in Section 1 of this Lease. Resident cannot use the Security Deposit to offset or pay in advance any Rent or any other charges under this Lease, but Manager can, but shall not be obligated to, use all or any part of the Security Deposit for any of Resident's unpaid obligations. Following the termination of this Lease, Manager has 30 days to return any unused portion of the Security Deposit to Resident. Along with the return of all or any portion of Resident Security Deposit, Manager will provide to Resident a description and itemized listing of deductions that Manager has made from the Security Deposit, setting forth (i) the estimated cost of repair for each damaged item, and (ii) the amounts on which Landlord intends to assess Resident. These materials may be mailed (via first class mail) to the forwarding address provided by Resident at the time of move-out and or the permanent address listed on the Resident's application, and if undelivered, will be returned to Manager at the Management Office.
6. **APPLICATION AND REDECORATION FEE.** Each Resident shall pay to Landlord an Application Fee to cover the costs associated with the processing of Resident's Lease application *at or before* the execution of this Lease. Further, each Resident shall pay to Landlord a non-refundable Redecoration Fee (the "**Redec Fee**") to cover the normal expenses incurred by Landlord returning the Premises to their original condition at the commencement of the Lease. The Redec Fee is not a deposit. In the event that Landlord incurs or will incur expenses in returning the Premises and/or Property Common Area to the condition so required by this Lease, which amount exceeds the Redec Fee, Resident understands and agrees that *Resident shall pay such excess expense* to Landlord within thirty (30) days of receipt of an invoice for such amount.
7. **LATE FEES AND RETURNED CHECKS.** There are no prorated Rent amounts under this Lease. Resident must also pay additional charges as identified in the Lease. Resident must pay Resident's Rent on or before the 1st day of each month ("**Due Date**"), or as specified on the Recurring Installment Schedule included in Section 1 of the Lease, Summary of Lease Terms, Fees and Installments.
 - a. Rent that is not received by 11:59pm on the fifth (5th) day of the month will be considered late, and Resident will be obligated to pay an initial late fee in the amount of five (5%) percent of the Total Recurring Installment ("Rent") in Section 1 of the Lease, which will be added to Resident's account. If the Due Date falls on a holiday observed by Landlord

RENTAL AGREEMENT AND LEASE

and the management office is closed, payment must be made on the first day following the holiday. All Late Fees shall be considered as Additional Rent. Late Fees are due and payable when assessed.

- b. If Resident does not pay Rent on or before the due date, Resident will be in default and all remedies under state law and this Lease will be available to Landlord.
- c. Rent shall not be considered late if it is received by Landlord the 1st day of the month such Rent is due; the Due Date, or as specified in Section 1 of the Lease.
- d. Resident must pay full Rent when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law. Landlord may first apply payment(s) towards any outstanding balances due, such as, but not limited to delinquencies, prior balances, maintenance and/or damage charges, additional Rent and lockout fees before the current Rent is credited.
- e. Resident may not pay Rent in cash. Resident must pay Rent by check, money order, certified funds, online payment, or as otherwise agreed by Landlord in writing. Landlord does not have to give Resident a receipt for rental payments made by check or money order. Landlord may, at Landlord's option, require at any time that Resident pay all rent and other sums in certified or cashier's check, money order, or a single monthly check.
- f. Any accord, satisfaction, conditions or limitations noted by Resident on or in any rental payment shall be null and void.
- g. Resident is liable for all costs or charges associated with Landlord having to provide special services (unless required by law) to Resident or at Resident's request and for all fees or fines as described in *Exhibit A - Resident Handbook - Rules and Regulations*.
- h. Landlord will not accept personal checks after the 5th of the month.

Checks tendered for Rent shall be made payable to the Landlord. There will be a **\$50.00** service charge on all returned checks. As such, the NSF Fee shall be due and payable immediately upon notification to the Resident of such instance, and shall be in addition to any late charges resulting from the check's failure to clear. The NSF Fee shall constitute additional Rent hereunder. Landlord may pursue any remedies available to it under this Lease or applicable law to recover such charges in the same manner Landlord may exercise its remedies for failure to pay Rent.

If any check delivered to Landlord by Resident is returned for insufficient funds, then Landlord may refuse payment by check thereafter and may require Resident to make payment by cashier's check, wire transfer, or certified funds. Landlord reserves the right at any time during the term hereof to specify and demand a particular form of payment for all monies due.

Resident acknowledges that any Rent received by Landlord will first be applied to any outstanding charges (such as late charges, cleaning service charges, returned check charges) incurred by or on behalf of Resident prior to applying the same to the current monthly Rent regardless of whether or not Resident has made notations on the payment instrument and regardless of when the obligations came about. If the payment tendered by the Resident fails to cover the total charges outstanding, then Resident shall immediately pay the difference, plus any late charges incurred by virtue of Resident's failure to timely pay all sums due from Resident to Landlord.

- 8. INSURANCE REQUIREMENTS.** Resident shall, at his or her expense, provide, maintain and pay for renter's insurance that meets Landlord's renter's insurance specifications, and shall provide Landlord with satisfactory evidence of such insurance, as specified in *Exhibit B - Insurance and Indemnification Addendum*. Resident shall comply with all local ordinances and restrictions and will be responsible for violation fees to Landlord caused by Resident's improper or illegal use of the Premises whether or not Landlord had actual or constructive notice of Resident's improper or illegal use. Should Resident not provide a renter's policy at the time of move-in that meets the requirements outlined in *Exhibit B - Insurance and Indemnification Addendum*, or if coverage lapses on the policy provided, Resident agrees to be enrolled in the Landlord Placed Tenant Liability Insurance Policy ("LPTLI" or CardinalProtect) program and billed accordingly until such time that proof of sufficient coverage is provided.

- 9. LOCKS, KEYS, & ACCESS DEVICES.** Locks may not be changed or added by Resident without prior written permission of Landlord. Locks must be left in place upon vacating the Unit. Landlord must have keys to all changed locks. All keys and, if applicable, gate cards and remotes must be returned to Landlord upon termination of occupancy.

Landlord will furnish Resident with one key to the main entry door, one key to the bedroom, one key to the mailbox, and one access remote, key fob or similar device (if applicable). Resident will be charged a Key Replacement Fee, as defined in *Exhibit E - Fee Schedule Addendum* per lost entry door or bedroom key, per lost mailbox key, and a Remote Replacement Fee, as defined in *Exhibit E - Fee Schedule Addendum*, per remote or key fob not returned, or for those requiring replacement during the Term of Resident's occupancy. Each Resident may only possess one main entry door key; therefore, if the main entry door key is lost and Resident requires a replacement, locks will be changed and Resident will be charged a Lock Replacement Fee, as defined in *Exhibit E - Fee Schedule Addendum*, for the lock rotation. Resident agrees that such keys are provided solely for Resident's own use; duplicates will not be made of such nor will keys be loaned to any person. Landlord reserves the right to suspend this service at any time.

In the event Resident is locked out of his apartment or bedroom during other than regular business hours and requires Landlord's assistance to gain reentry, Resident shall pay to Landlord a Lockout Fee, as defined in *Exhibit E - Fee Schedule Addendum*, which amount will be considered additional Rent, added to the Resident's ledger, and shall be paid to Landlord within 24 hours of such service.

- 10. UTILITIES.** Landlord will supply and pay for the following utilities/services: water and sewer, basic cable TV and internet. Landlord agrees to furnish trash removal at specific locations throughout the Property. This does NOT constitute door-to-door trash pickup.
 - a. Resident must keep all utilities to the Unit active; Resident cannot turn off Resident's utilities if Resident leaves, even for vacation.
 - b. Resident will pay for electric and gas charges in the following manner: directly to the service provider. Resident acknowledges that the Apartment Unit has a separate meter for electricity and gas, and that Resident shall be responsible for paying all electrical and gas charges furnished to the Apartment Unit.
 - c. The billing methods described herein may be changed by Landlord by providing Resident with 60 days prior written notice and Resident acknowledges that in certain situations it is necessary to make a change to the billing method.

RENTAL AGREEMENT AND LEASE

- d. Failure to pay any of said charges shall be considered a material breach of the lease agreement and Landlord shall have the right to commence legal proceedings against Resident and all occupants including but not limited to an unlawful detainer action to recover possession of the premises.
- e. Upon termination or expiration of the lease, unpaid bills may be deducted from Resident's security deposit, and for such purpose Landlord and Resident agree that the charges described in this addendum are considered Additional Rent.
- f. Resident agrees to use utilities in a careful and conservative manner
- g. Unless Landlord instructs Resident otherwise, Resident must, for 24-hours a day during freezing weather, (i) keep Unit heated to at least 50 degrees F., (ii) keep cabinet and closet doors open; and (iii) drip hot and cold water faucets. For any day with weather exceeding 100 degrees, Resident must keep Unit cooled to a temperature no higher than 85 degrees F. Resident is liable for damage to both Landlord's and Resident's property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to Resident's violation of these requirements.
- h. Resident must first Call 911 in case of fire and other life-threatening situations. Landlord offers 24-hour response to emergency service requests. The following issues will be considered maintenance emergencies: broken water lines, no heat when the outside temperature is below 50 degrees F, no a/c when the outside temperature is above 85 degrees F, no electricity (Resident(s) will be charged if Landlord responds and finds that the electric service was disconnected by the utility company for non-payment), refrigerator/freezer not cooling, and no hot water.

Notwithstanding the foregoing, Landlord shall not be liable for loss or damage resulting from interruption of heat, electricity, water, sewer, telephone, cable TV, internet or any other utility services, or for the malfunction of machinery or appliances serving the Premises or any part of the Property. Resident shall pay for any fees, fines, penalties or other charges assessed against Landlord or Resident for Resident's misuse of any utility service, including but not limited to, use that violates the law, rules and regulations, or rules and regulations of such service provider

If it is necessary for Landlord to pay any costs or repairs due to Resident's failure to pay or failure to activate any utility under Resident's name, if required per the terms defined in this section, above, or if Resident disconnects any utility before the Lease end date, then Resident will reimburse Landlord for such amount a Utility Loss Recovery fees, as prescribed in *Exhibit E - Fee Schedule Addendum* and the total amount is payable by Resident to Landlord as additional Rent. Resident is responsible to pay for all utilities during the Lease term, as defined in this section, Utilities, even if Resident moves out prior to the End Date in Section 1 of the Lease.

- 11. INTERNET AND TELEVISION.** Landlord is providing basic internet and basic cable service to Resident. Service is subject to Network Access, Acceptable Use and performance level terms (see below). If Resident wants additional television channels, voice service or additional internet capacity, they will be at Resident's expense and Resident must make arrangements through the Landlord-approved provider. Additional services not paid by Landlord must remain on and paid for by Resident, in Residents' name, through Resident's contracted ending date regardless of whether Resident has moved out.

Landlord will not be liable for any interruption, surge, or failure of telecommunications services (including internet access, television service and voice service) to the Apartment or any damage directly or indirectly caused by the interruption, surge or failure. Resident hereby releases Landlord from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

Network Access. Resident may find it necessary to purchase a network interface card, wireless PC card or other hardware in order to connect to the internet service. Landlord is not responsible for the purchase of these items and Landlord cannot guarantee compatibility with any device Resident may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Any conflicts between the software compatibility of the network and the Resident's computer operating system or any other feature will be the responsibility of the Resident to resolve. Landlord will not be responsible for software issues related to the user's personal computer.

Acceptable Use. Internet services, equipment, wiring and/or jacks may not be tampered with or modified. Internet users shall not setup, host or maintain "server" type services. The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized.

Sharing access to copyrighted material on the network is prohibited. Be advised that Landlord and Landlord-approved provider will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or Apartment where access of the Internet services were obtained.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. Landlord and Landlord approved-provider strive to provide a high degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

Performance Rises. Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) level but every reasonable effort will be made to ensure a high quality of service is delivered. Internet users understand that any content that they may access may be subjected to "caching". Simultaneous use of bandwidth applications (i.e.: streaming media) by multiple users may result in a user experience that is slower when compared to single user. Service outages for maintenance, equipment failures, or emergency servicing will happen over the course of the year.

- 12. FURNISHINGS.** Landlord will furnish the Apartment according to *Exhibit I - Furniture Addendum*. If damage to the furniture occurs, Resident will be charged for the repair/replacement costs to return the furniture to its original condition. Normal wear and tear and manufacturer's defects will not be the responsibility of the Resident. As the caretaker of the furniture, it is the Resident's responsibility to notify the Manager if there is an occurrence of a manufacturer's defect to the furniture in the Apartment. If Resident does not notify the Manager of any defects to the furniture, Resident could be charged for the damage.

Damages to the furniture include, but are not limited to, the following examples:

- a) Food Stains and Odor Stains;

RENTAL AGREEMENT AND LEASE

- b) Tears to the Fabric;
- c) Structural Damage (i.e. broken leg, broken drawer);
- d) Broken, Cracked, or Chipped Glass;
- e) Pet Stains;
- f) Discoloration of the Wood or Fabric; and
- g) Chipped or Marred Wooden Surface

13. OTHER SERVICES. If Landlord, or an affiliate, elects to provide any optional services to residents and Resident elects to use such service, the charges for such service(s) used by Resident shall be deemed additional Rent and Resident's failure to timely pay for the same shall constitute a default hereunder.

It is expressly understood and agreed that, to the extent that the Landlord may provide, use, or maintain any of the following equipment or services, such provision, use, and/or maintenance of security officers, intrusion alarms, video surveillance, panic switches, fire extinguishers, fire sprinkler systems, alarm systems, and any and all other security measures (collectively, the "Measures"), is, to the extent not required by law, purely discretionary on the part of Landlord and in no way has Landlord agreed or committed to insure, guarantee, indemnify, or to otherwise protect Resident's person or property, or the person or property of any guest, invitee, or other resident of the Property. Landlord makes no warranty that any of the Measures are, except as required by law, in operating condition or will be used at any or all times. To the extent permitted by applicable law, Landlord and Resident expressly agree that Landlord shall not be liable for any use, misuse, or failure of such Measures.

An apartment key will be issued to each Resident. In the event replacement keys are needed, a new key will be issued to the Resident upon payment of a key replacement fee, as specified in Section 9: Keys, Locks and Access Devices. Likewise, the Resident will report immediately any lost, stolen or damaged key to Landlord. There shall be no locks installed by the Resident without Landlord's prior written approval.

14. RESIDENT CREDITWORTHINESS; PARENTAL OR SPONSOR GUARANTIES. Unless Landlord determines Resident to be independently creditworthy according to the criteria established by Landlord in its discretion, before it accepts this Lease, Landlord may require a guarantee of Resident's obligations signed by third parties deemed by Landlord to be creditworthy, such as Resident's parents or other sponsor, in the form of the Guaranty of Lease attached to this Lease.

- a) The Landlord requires, proof of financial wherewithal ("Proof"), which must be presented by Resident in one of three manners (1) execution and presentment to Landlord of a binding Parental/Sponsor Guaranty (the "Guaranty") by a qualified guarantor who meets the qualification requirements in the Rental Qualification Criteria and Acknowledgement ("**Rental Qualifications Criteria and Acknowledgement**"); (2) proof of monthly income that is at least 4 times the monthly rent installment amount on the Section 1. Summary of Lease Terms, Fees & Installments, (3) other proof of income, financial aid, or other assets (i.e., loans, financial aid, cash account, etc.) that is at least three times the Term Installment Total Rent, as defined in Section 1 of the Lease. To illustrate, if Resident were qualifying under (3) above, Term Installment Total Lease Term was \$10,000, Resident would need proof of income, financial aid, or other assets in the amount of \$30,000 (i.e., (\$10,000 x 3)).
- b) In the event that Resident provides Proof, which relies solely on financial aid, and/or does not have a qualified guarantor, then Resident must pay the entire Rent prior to the beginning of the Term or must enter into a Financial Aid (*Exhibit J - Financial Aid Addendum*), and/or Prepaid Rent Agreement (*Exhibit K - Prepaid Rent Addendum*) with the Landlord, unless otherwise agreed to by Landlord in writing.
- c) Resident hereby acknowledges and consents to the disclosure of personal information by Landlord to the person or persons providing the Guaranty, if any.
- d) Resident represents and warrants that the information provided by Resident in his application and all other documents ancillary to this Lease are true and correct as of the execution of this Lease and remain true and correct as of the start of the Term. Resident shall notify, in writing (e.g., a new application), Landlord of any changes to the information provided in Resident's application or other ancillary documents prior to taking occupancy of the Premises. Landlord reserves the right to terminate this Lease, in its sole and absolute discretion, if (1) any of the new information disqualifies Resident from occupying the Premises or residing at the Property, or (2) any of the information provided by Resident is untrue, fraudulent, fully or partially omitted, or misleading.

15. GOVERNING LAW. This lease is governed by and to be construed in accordance with the laws of the state in which the Property is located, and the ordinances of the city and county in which the Property is located, and any actions brought with respect to this Lease shall be in the courts of such county.

16. DEFAULT CONDITIONS OF LEASE. Time of rent payment is of the essence. In the event a Rent Installment payment or any other amount due from Resident to Landlord is not received by Landlord on or before the due date, as specified in Section 7: Late Fees and Returned Checks, then, at the option of Landlord, such failure to pay on time shall constitute a default. If any Rent or other sums due from Resident to Landlord is unpaid when due, Landlord may provide Resident with written notice of non-payment and Landlord's intention to terminate Resident's rights under this Lease. If Resident fails to pay the rent or other sum(s) within three (3) days of receipt of notice, or within a timeframe specified by local or state law, then Resident shall be in default and Landlord may exercise its remedies under this Lease and under applicable law.

In the event Resident shall fail to perform any other duty or condition of this Lease within three (3) days after having received written notice from Landlord to do so, then Landlord may exercise its remedies under this Lease and under applicable law. If Resident is in default hereunder and Landlord exercises its right of eviction, this Lease is not terminated and will be terminated only upon the express release of Resident by Landlord or the re-leasing of the Premises by Landlord. Otherwise, Rent will be due for the full Term after eviction or abandonment.

In the event Resident intentionally misrepresents a material fact in this Lease or in any rental application submitted in connection with this Lease, then, at Landlord's option, Resident shall be in default and have no right to remedy or cure such default and Landlord may exercise all remedies under this Lease and under applicable law, including without limitation termination and recovery of damages permitted under applicable law.

In the event Resident or any guest or invitee of Resident (a) possesses or uses illegal drugs at the Property; (b) discharges a firearm at the Property, except as may be permitted by applicable law; or (c) criminally assaults another resident,

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guest or invitee at the Property, except as may be permitted by applicable law, then, at Landlord's option, Resident shall be in default and have no right to remedy or cure such default and Landlord may exercise all remedies under this Lease and under applicable law, including without limitation termination and recovery of damages permitted under applicable law.

In the event (i) there is material noncompliance by Resident with any other duty or condition of this Lease and Resident shall fail to cure such noncompliance within seven (7) days after having received written notice from Landlord of Landlord's intention to termination Resident's rights under this Lease (specifically excepting when notice is also given for non-payment of rent, which shall require only three (3) days' written notice, and except as otherwise specifically provided in this Lease) or (ii) Resident abandons the Premises prior to the expiration of the Term, then Resident shall be in default and Landlord may exercise all remedies under this Lease and under applicable law, including without limitation termination and recovery of damages permitted under applicable law.

Landlord shall not be liable for storage of Resident's personal property, and if Resident leaves personal property in the Apartment for more than fourteen (14) days after termination of this Lease, Landlord may dispose of such personal property without obligation to Resident and at Landlord's sole discretion.

In the event of any default of this Lease that results in monies possibly being due or owed by the Resident, a credit report concerning Resident may be obtained by the Landlord or its agents. The Resident agrees that, upon surrender or abandonment of the Premises by Resident, and in any other event, the Landlord shall not be liable or responsible for storage or disposition of the Resident's personal property, as specified in Section 16 - Disposition of Personal Property, below.

The Resident authorizes Landlord to disclose any and all information known or discovered by Landlord and/or its agents (including but not limited to addresses, phone numbers, and social security number) about Resident to such parties (including but not limited to attorneys, collection agencies, and credit bureaus) deemed appropriate by Landlord, in its sole discretion, in furtherance of Landlord's efforts to collect Rent and/or any other monies owed by Resident to Landlord.

17. DISPOSITION OF PERSONAL PROPERTY. Upon the surrender or abandonment of the Premises, or on termination of this Lease by lawful eviction or expiration of the Term, Landlord shall not be liable or responsible for storage or disposition of any personal property remaining on the Premises that belonged to Resident or Resident's guests. Any such personal property shall be deemed abandoned and title shall vest in Landlord and Landlord shall be entitled to dispose of any such personal property in any manner that it deems fit in accordance with applicable law. To the extent allowed by applicable law, Landlord shall have a lien for unpaid rent against Resident's personal property in the Premises and may seize such personal property in accordance with the provisions of applicable law. Landlord shall be entitled to recover from Resident the expenses incurred by Landlord in connection with handling, storing or otherwise disposing of Resident's personal property.

18. SEVERABILITY, MODIFICATION, MISCELLANEOUS. If any clause or provision of this Lease is held to be illegal, invalid or unenforceable, then the remainder of this Lease, or the application of such clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, shall be legal, valid and enforceable to the fullest extent permitted by law. No modification, alteration, amendment or other change to the terms of this Lease, including but not limited to handwritten additions or deletions, shall be enforceable against Landlord unless made in writing and signed by an officer of Landlord. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument (each Resident may execute a signature page, which notes the names of the other residents). This Lease contains the entire agreement between the parties hereto with respect to the matters to which it pertains, supersedes all prior written and verbal representations and agreements.

The section headings used herein are for convenience purposes only and do not constitute matters to be construed in interpreting this Lease. A waiver by either party of a breach by the other party of an obligation of such other party pursuant to this Lease shall not be construed as a waiver of any succeeding breach of the same or other term hereof. **Landlord and Resident hereby expressly waive any right to trial by jury of any claim, demand, action or cause of action arising under this Lease or any other related document, or in any way connected with or related or incidental to the dealings of the parties hereto with respect to this Lease or related document, in each case whether now existing or hereafter arising and whether sounding in contract or tort or otherwise; and each party hereby agrees and consents that any such claim, demand, action, or cause of action shall be decided by court trial without a jury**

19. ACCELERATION AND OTHER REMEDIES. All monthly Rent for the rest of the Lease contract will be accelerated automatically without further notice or demand (before or after acceleration) and will be immediately due and delinquent if Resident is evicted from the Unit or abandons the Unit.

In addition to all of Landlord's other rights and remedies under state law and this Lease, Landlord may report unpaid amounts to credit agencies. If Resident defaults and moves out early, Resident will pay Landlord any amounts stated to be rental amounts in Section 1. Summary of Lease Term, Fees & Installments, in addition to other sums due. Upon Resident's default, Landlord reserves all other available legal remedies, including, but not limited to, Lease termination. Late charges are liquidated damages for Landlord's time, inconvenience, and overhead in collecting late Rent, but are not for attorney's fees and litigation costs. Landlord may accelerate Rent upon default.

20. ATTORNEYS FEES. To the extent permitted by applicable law, Resident hereby agrees that Resident will reimburse Landlord for all of Landlord's costs, fees and expenses, including attorneys' fees and court costs, arising in connection with any default by Resident, as well as any action by Landlord for enforcement of this Lease or eviction of Resident or to collect on any claims or damages against Resident.

21. ASSIGNMENT AND RELETTING. Resident shall not assign, relet or otherwise transfer their interest in the Premises, or any part thereof, without Landlord's written consent which may be given or withheld in Landlord's sole discretion. Upon written notice to Landlord from Resident that Resident requests to assign and sublease this Lease, Landlord will accept a reasonable subtenant. In the event Landlord consents to an assignment, re-let, or other transfer of the Premises to a person procured by Resident, Resident shall pay to Landlord the reletting fee as specified in *Exhibit E - Fee Schedule Addendum*, and/or any other pertinent fee, as applicable.

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If Landlord is unsuccessful in reletting the Unit, then Resident remains liable under the Lease as provided herein. Providing notification to the Landlord does not modify or amend the terms and conditions of this Lease, release the Guarantor, and does not guarantee that an acceptable replacement Resident will be identified.

Replacing a Resident is allowed only when Landlord consents in writing. If Resident permits another person to live in Unit or provides a key to a person not named on this Lease, Resident will be in default of the Lease. If departing or remaining Residents find a replacement Resident acceptable to Landlord before moving out and Landlord expressly consents to the replacement, then:

- a) Such substitute Resident will be obligated to the standard application fee, which shall be immediately due and payable;
- b) The departing Resident must pay for all damage to the Unit and the Property as provided in this Lease;
- c) The replacement Resident must meet the Rental Qualifications Criteria and Acknowledgement;
- d) The replacement Resident must fully complete and execute a new Lease and all addenda, and cause a new Guarantee to be executed and delivered;
- e) A rekeying fee will be due if rekeying is requested or required; and
- f) The departing Resident will no longer remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

22. SERVICEMEMBER CIVIL RELIEF. In the event (a) Resident enters military service after the execution of the Lease or (b) Resident, while in military service, executes the Lease and thereafter receives military orders for a permanent change of station or to deploy with a military unit, or as an individual in support of a military operation, for a period of not less than ninety (90) days, Resident may terminate the Lease by delivering written notice of such termination, and a copy of the service member's military orders to the Landlord.

23. CONDITION OF PREMISES. Resident hereby agrees that prior to the later of (a) two (2) business days after the beginning of the Term or (b) the Resident's occupation of the Premises, Resident shall provide Landlord with a completed Unit Inspection Checklist, attached hereto as *Exhibit P - Unit Inspection Checklist*, which sets out in reasonable detail any items or aspect of the Premises (and their furnishings and fixtures) which Resident reasonably believes are deficient or damaged. Upon receipt of the completed Unit Inspection Checklist, Landlord agrees to make such changes or accommodations for Resident as Landlord, in Landlord's sole opinion, deems are appropriate. Resident's failure to timely deliver to Landlord such Unit Inspection Checklist shall be a declaration by Resident that the Premises (and the furnishings and fixtures) are in good repair and habitable condition.

24. MODEL DISCLAIMER. The model apartment unit, located at the leasing office or within the apartment community, including but not limited to the counter tops, fixtures, flooring, carpet, appliances, furniture, and other treatments, shown to the Resident is intended to be representative of the general quality and type of construction and materials which Landlord intends to use in the apartment unit to be leased to Resident. The actual colors, styles, sizes, shapes, designs, materials, upholstery and other treatments in the apartment unit to be leased to Resident may vary. The actual apartment to be leased may vary in approximate size, square footage, and the layout. Resident acknowledges that the actual apartment to be leased will not include custom lighting, lamps, pictures, clothing, linens, unattached appliances, other personal property and decorations contained in the model for display purposes. The actual furniture provided may vary based on the number of beds and baths in the unit leased by Resident.

25. TEXT MESSAGING: In order to facilitate clear and quick communication, Landlord may send out important text messages regarding property to resident communication, community events, emergency announcements, or other important message via text message to the phone number provided during the application and lease signing process. By signing this lease agreement, Resident authorizes Landlord to send text messages.

26. MOVE-IN AND MOVE-OUT PROCEDURES. Preceding Resident's taking possession of the Premises, Resident shall conduct an inspection of the Premises and shall note on the Unit Inspection Checklist, attached hereto as *Exhibit P - Unit Inspection Checklist*, any conditions which are unacceptable to Resident. It is Resident's responsibility to submit a completed Unit Inspection Checklist to Landlord as required in Section 23 - Condition of Premises. Resident and Landlord shall also respectively inspect the Premises upon Resident's surrendering possession thereof at the termination of this Lease and shall note in the space provided on the Unit Inspection Checklist the condition of the Premises, including all appliances, furnishings, and fixtures therein, and any damage done thereto which is deemed by Landlord to have arisen during Resident's occupancy and use of Premises.

Resident will be notified of any outstanding balance/charges within approximately thirty (30) days after the termination of this Lease, or earlier as required by local and state law, which may be delivered by regular mail or electronic mail. Landlord may remove and dispose of such items left on the Premises at termination of this Lease without liability to Resident, and Resident shall pay to Landlord an Abandoned Property Removal Fee.

Prior to Resident taking possession of the Premises, Resident shall have (a) paid all Rent (and any other amounts) then due, (b) provided Landlord with the Proof required by Landlord (Section 13 - Resident Creditworthiness; Parental or Sponsor Guarantees, (c) provided Landlord with proof of renter's insurance (see Section 6), (d) completed Landlord's move-in procedures, and (e) cured any breaches of the Lease to Landlord's satisfaction.

27. RELOCATION. It is understood that the Property contains other apartment units in which other residents may reside. For purposes of operating efficiency, Landlord reserves the right to relocate Resident to another apartment unit at the Property, which substantially meets the Resident's selections on the 1. Summary of Lease Term, Fees and Installments. It is acknowledged that Landlord will exercise reasonable discretion in exercising Landlord's rights pursuant to this section of this Lease. If Landlord exercises such right, Landlord shall assist Resident in moving Resident's personal property to such new unit.

28. LANDLORD RIGHT OF ENTRY. Resident agrees that Landlord or its representative may enter the Premises (a) at reasonable times after providing Resident at least one (1) days' written notice in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations or improvements, or to supply agreed services; (b) at any time in the case of emergency or if it is impracticable to provide Resident with at least one (1) days' notice; and (c) at reasonable times

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after providing Resident at least one (1) days' notice for the purpose of displaying the same to prospective or actual Residents, purchasers, mortgagees, workmen or contractors.

Resident hereby agrees that Landlord, subject to the requirements of applicable law, can enter the Premises (a) by passkey or otherwise at all reasonable and necessary times for inspection, maintenance, housekeeping, property management, or for any other purpose reasonably connected with Landlord's interest in the Premises and to perform any work or other act necessary in such connection; (b) at any time in an emergency, without liability to Resident; (c) at times scheduled with Resident to show the Premises to prospective residents, lenders, or purchasers; (d) if Resident defaults under this Lease; and (e) if Resident abandons the Premises. Without limiting any rights of Landlord provided in this Lease or pursuant to applicable law but subject to the requirements of applicable law, Resident hereby agrees that Landlord shall have the right to inspect the Premises no less than once every three (3) months during the Term.

29. REMEDIES FOR HOLDOVER. If Resident holds over and continues in possession of the Premises or any part thereof after the expiration of the Lease and notification to vacate, without Landlord's written consent, Landlord may recover possession of the Premises in accordance with state law. If Resident's holdover is willful and not in good faith, Landlord may also recover an amount equal to not more than three (3) months' periodic rent or the actual damages sustained by Landlord, whichever is greater, and other amounts permitted by applicable law.

30. MAINTENANCE AND REPAIRS. Landlord will be responsible for all repairs and maintenance to the Premises, with the exception of (i) any repairs necessitated by Resident's intentional acts, negligence or misuse of the Premises or damage (other than ordinary wear and tear) caused by Resident or Resident's guests or invitees; (ii) the replacement from time to time, as needed, of batteries in the smoke detectors in the Premises which will be the responsibility of Resident and (iii) the replacement from time to time, as needed, of light bulbs in the Premises with compact fluorescent light bulbs, which will be the responsibility of Resident. Resident must promptly notify Landlord, or its agent, in writing, of any necessary repairs which need to be performed by Landlord. Resident must keep the Premises and the items furnished by Landlord in good and clean condition. Landlord may require advance payment of repairs or replacements for which Resident is responsible under this Lease.

Resident must promptly reimburse Landlord for all costs for necessary repairs or replacements to the Property, the Premises or any of Landlord's furnishings, equipment or personal property that are necessitated by Resident's or Resident's guests' or invitees' intentional act, negligence, or misuse or any damage (other than ordinary wear and tear) caused by Resident or Resident's guests or invitees, and such charges will be deemed additional rent hereunder. In the event repairs or replacements to the Premises or any of Landlord's furnishings, equipment or personal property therein are necessitated by any intentional acts, negligence, misuse or damage (other than ordinary wear and tear) and Landlord is unable to confirm which Resident (or its guests or invitees) caused the damage, then Landlord may seek reimbursement from all of the Residents occupying the Apartment, including but not limited to Resident, and all such Residents will be jointly and severally liable to Landlord for the cost of the repairs and replacements.

Resident must promptly notify Landlord, or its agent, in writing, of the need for any repairs to the Premises which are necessary to maintain the Premises in usable condition or otherwise to comply with Landlord's obligations under this Lease. Landlord will, upon actual receipt of such notification, act with reasonable diligence in making such repairs, and this Lease will continue. Rent will not be abated prior to completion of the repairs; provided, that Landlord may require Resident to pay any money due from Resident for repairs or replacements necessitated by the intentional act, negligent act, or misuse of the Property or any items furnished by Landlord by Resident or Resident's guests or invitees, prior to making such repairs. Landlord may temporarily interrupt utility services to the Premises to avoid damage to any portion of the Property or to perform maintenance to any portion of the Property.

31. ALTERATIONS AND CHANGES TO PROPERTY. Resident shall not make any alterations, additions, or improvements in or to the Premises or paint or decorate the Premises without Landlord's prior written consent, and then only in a workmanlike manner using materials and contractors approved by Landlord. All such work shall be done at Resident's expense and at such times and in such manner as Landlord may approve. All alterations, additions, and improvements to the Premises, whether made by Landlord or Resident, shall become the property of Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.

32. RESIDENT OBLIGATIONS AND RESPONSIBILITIES. Resident shall keep and maintain the Premises in good, clean, and sanitary condition, excepting reasonable wear and tear, and shall make no alterations or additions thereto without the prior written consent of Landlord.

- a) Resident agrees that the Premises and all parts thereof shall be returned to the Landlord in the same condition as it was received, less normal wear and tear. Normal wear and tear does not include, among other things, dirt, scuffs, stains, marks, or dents to furniture, or vertical or horizontal surfaces.
- b) Resident shall conduct himself or herself, and require others to conduct themselves in a manner that does not unreasonably disturb neighbors or constitute breach of the peace.
- c) Unless the damage or stoppage is due to Landlord's negligence, Landlord shall not be liable for, and Resident shall, to the extent permitted by applicable law, pay for repairs, replacement cost, and damage to the following if occurring during the Term of this Lease or any renewal of this Lease: (1) damage to doors, windows or screens; (2) damage from windows or doors left open; (3) damages from wastewater stoppages caused by improper objects in lines exclusively serving the Premises; (4) damages resulting from the termination of heat or electricity to the Premises, including but not limited to, water damage to the Premises and other areas of the Property as the result of water pipes freezing and subsequently bursting and refrigerators thawing, (5) damages resulting to the Premises and other areas of the Property from the activation of the fire sprinkler system caused by Resident's act or omission, including but not limited to, hanging items from fire sprinklers or use of unattended open flames or electronic devices, and (6) damage and treatment due to the infestation of the Premises and Property by pests, including but not limited to roaches, lice, fleas, bed bugs, and mice.
- d) RESIDENT UNDERSTANDS AND AGREES THAT RESIDENT WILL BE OCCUPYING THE APARTMENT JOINTLY WITH CERTAIN OTHER RESIDENTS, AND RESIDENT SHALL BE JOINTLY AND SEVERALLY LIABLE WITH SUCH RESIDENTS FOR ANY DAMAGES TO THE PREMISES AND PROPERTY COMMON AREAS.
- e) Smoke alarms have been installed in the Premises by the Landlord. Resident shall not cause or allow any damage, disconnection, alteration or other tampering with such alarms and shall not cause or allow any action having the effect of bypassing or otherwise interfering with the proper operation of such alarms. Resident shall be responsible for (1) any damage to door locks, latches or fire extinguishers, if any, within the Premises, other than damage associated with

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normal wear and tear, and (2) replacement of batteries in such alarms during the Term. Resident shall give Landlord prompt written notice if any such alarms, locks, latches or fire extinguishers appear to be in need of repair or replacement. In the event that, due to Resident's failure to comply with this provision, or due to Resident causing or allowing a false alarm to be sounded, resulting in any charge imposed by first responders (including, without limitation, law enforcement, fire department or other emergency agencies), Resident shall be liable for all such charges and for any additional charges imposed by Landlord relative to processing and responding to directives issued by such first responders as well as all costs of restoring any resulting damage to the Property.

- f) Tenant agrees abide by the terms set forth in *Exhibit C - Mold and Mildew Prevention Addendum* to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Unit, including: Tenant shall (a) remove any visible moisture accumulation in or on the Unit, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, and (d) keep climate and moisture in the Unit at reasonable rises, (e) clean and dust the Unit regularly, and shall keep the Unit, particularly the kitchen and bath, clean and dry. Resident shall immediately notify Landlord in writing of (1) any evidence of a water leak or excessive moisture in the Premises; (2) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating ventilation or air-conditioning system in the Premises; and (4) any inoperable doors or windows. Except as otherwise required by applicable law, Resident shall be responsible for damage to the Premises and Resident's property as well as personal injury to Resident or guests resulting from Resident's failure to comply with these terms. Tenant shall be liable to Landlord for damages sustained to the Unit or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this subsection. If Landlord incurs the cost of pest control in Tenant's Unit or the Property as a result of Tenant's actions all Tenants in the Unit shall be responsible for the cost.
- g) Resident shall give notice to Landlord of any anticipated extended absence from the Apartment in excess of fourteen (14) days (a "**Material Absence**") no later than the fifth (5th) day of the extended absence. A Material Absence includes a failure to move in to the Apartment within fourteen (14) days after the beginning of the Term.

33. NON SOLICITATION OR DISTRIBUTION OF MATERIALS. Resident(s) may not distribute, post or hang any signs or notices in any portion of the Property, without written approval from Landlord. Solicitation shall not be permitted at the Property, either by Resident or others.

34. RULES, REGULATIONS AND LAWS. The Rules and Regulations, a copy of which is provided at resident's move-in and is available upon request, are incorporated herein by reference and explicitly in Exhibit A - Resident Handbook: Rules and Regulations ("**Rules and Regulations**"). By executing this Lease, Resident agrees to abide by the Rules and Regulations. Landlord reserves the right to make reasonable changes to the Rules and Regulations and such amended Rules and Regulations shall be deemed to be binding upon Resident so long as such changes do not require a substantial modification of Resident's use of the Apartment. Resident agrees to abide by all governmental laws, orders and regulations (the "**Law**") and to avoid disruptive behavior or conduct (a "**Nuisance**").

35. WEAPONS. Unless preempted by a law authorizing you to possess a weapon on our private property, possession of any weapon or ammunition in your apartment or anywhere in the apartment complex is prohibited. This includes, but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns.

36. PET POLICY. Resident must not permit, without Landlord's consent, any pet or animal, even temporarily, to be anywhere on the Property, except animals assisting disabled or handicapped persons. For animals allowed by this section or otherwise allowed by Landlord, Resident agrees to execute a Pet Addendum, Exhibit L - Pet Addendum, in the form required by Landlord. Except as set forth in this section, if Resident is found to have a pet on the Property at any time, without the written consent of Landlord, then, unless prohibited by law, Resident shall pay a fine, as specified in *Exhibit E - Fee Schedule Addendum*, and will be in default of the Lease and Landlord shall have the right to exercise its remedies under this Lease and under applicable law, including without limitation, the right to terminate this Lease.

By initialing in the space below, Resident agrees that it does not intend to, and shall not, have a pet at the Apartment at any time during the Term, any extension or renewal.

37. DAMAGES TO PROPERTY. If the Premises are partially damaged by fire or other casualty not caused by Resident or Resident's guest or invitees, but enjoyment of the Premises is not substantially impaired, the Premises shall be promptly restored and repaired by Landlord and any rent for the period that the Premises are unusable shall abate, unless Landlord provides Resident with a suitable alternate living space, in which event rent shall not abate. If, however, the Premises are destroyed by fire or other casualty not caused by Resident to an extent that enjoyment of the Premises is substantially impaired, or in the event Landlord, in its sole discretion, decides not to (a) repair any damage or destruction or (b) provide Resident with an apartment at the Property similar to the Premises, by written notice to Resident, then this Lease may be terminated by either Landlord or Resident by providing fourteen (14) days' written notice of termination to the other party, in which event the Rent shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, it is expressly understood and agreed that Resident shall not be excused from paying rent if the damage or destruction of the Premises is the result of or is attributable to the negligence or carelessness of Resident or the guest or invitees of Resident, and Resident shall be charged for the cost of any repairs or clean-up attributable to the carelessness or negligence of Resident or the guests or invitees of Resident. In the event of fire or other casualty, the Resident shall immediately notify the Landlord.

38. NOTICES. Resident shall, within three (3) days after occurrence, notify Landlord, in writing, of any alleged violation by Landlord of any of its obligations arising under this Lease or otherwise. Notices and Checks Payable to and Service of Process on the Landlord must be made at the addresses shown on the first page of the Lease agreement. The failure of Resident to make such notification in writing within the time prescribed shall constitute a total and complete waiver of said objection and shall not be alleged by Resident as any grounds for nonperformance of any provision of this Lease in a court of law or otherwise.

39. LIABILITY. Landlord shall not be liable for any loss of or damage to property of Resident or others or for any injury or other damage to Resident or other persons by any cause of whatsoever nature, except as required by applicable law.

a) To the extent permitted by applicable law, Resident agrees to release, indemnify and hold harmless Landlord and the Landlord Parties from and against any and all claims, suits, actions, losses, costs, liabilities, and damages, including, but

RENTAL AGREEMENT AND LEASE

not limited to, attorneys' fees (collectively, a "**Claim**"), for (1) injury or damage to persons, including death, and for damage to property resulting from or related to (i) Resident's occupancy of the Premises; (ii) any act or omission of Resident or their guests or invitees; (iii) any act or omission of the Landlord and/or any of the Landlords Parties, to the extent allowable by law; , or (iv) Resident's use of any Property Common Area, facilities, amenities, shuttle or equipment (the "**Facilities**") which the Landlord may supply for use by the Resident; (2) any Claim by Resident (or other party) of a breach of this Lease by Landlord for which Resident failed to comply with the requirements of Section 31 - Resident Obligations and Responsibilities of this Lease or for which Resident failed to comply with the Lease; (3) any Claim by Resident which is contrary to the terms of the Lease; and (4) a violation of a law by Resident or by Landlord, which violation was caused, in whole or in part, by an act or omission of Resident or Resident's guest or invitee (collectively, the "**Releases**").

- b) In the event of loss or damage to the Premises or any contents thereof, the Resident shall look solely to any insurance carried by Resident covering such loss, as required in Section 8 - Insurance Requirements. Resident hereby waives any right of Resident, or any party claiming through or under Resident, by subrogation or otherwise, that Resident may have against Landlord, any of the Landlord Parties and their insurers to recover for any insurable loss.
- c) Resident agrees that use of the Facilities is at Resident's own risk and Resident assumes full responsibility for any personal injuries which may result from use of the Facilities. Resident has represented and does hereby represent to Landlord and Manager that Resident does not have any health problems which would restrict Resident's ability to use the Facilities and that, whether or not any health problems exist, Resident is using the Facilities at Resident's own risk and discretion. Resident further understands that he will not allow or authorize any other person(s) the use of Resident's key or access to the Facilities.
- d) Subject to the requirements of applicable law, in no event shall Landlord's liability arising under any claims, suits, actions, losses, costs, liabilities, and/or damages of Resident exceed the amount of payments of Rent from Resident to and received by Landlord.

40. FIRE AND OTHER CASUALTY. If in Landlord's reasonable judgment, the Apartment, the Building or the Apartment Community is materially damaged by Fire or other casualty, Landlord may terminate this Lease within a reasonable time after such determination by giving Resident written notice of such termination. If Landlord terminates this Lease, and Resident did not cause the loss, Landlord will refund prorated, prepaid Rent and the Security Deposit, less lawful deductions. If Landlord determines that material damage has not been caused to the Premises, the Building or the Apartment Community, or, if Landlord has elected not to terminate this Lease, Landlord will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless Resident or Resident guest is the cause of the fire or casualty.

41. SAFETY. LANDLORD DOES NOT GUARANTEE RESIDENT SAFETY OR SECURITY. RESIDENT MUST EXERCISE DUE CARE FOR RESIDENT SAFETY AND SECURITY AND THE SAFETY AND SECURITY OF OTHERS. PLEASE READ THE SAFETY GUIDELINES ATTACHED TO THIS LEASE. None of our safety measures are an expressed or implied warranty of security or a guarantee against crime or of a reduced risk of crime. Landlord is not liable to Resident or any of Resident's guests for injury to persons or damage or loss to property caused by criminal conduct of other persons. Landlord is not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and Landlord can discontinue any of such items provided at any time without notice. Resident is responsible for Resident's own safety and security.

42. SUBORDINATION AND ATTORNMENT. This Lease is subject and subordinate to the lien of any mortgage, deed of trust or encumbrance now or at any time hereunder placed on the Property. The Resident agrees to: (a) attorn to and recognize as Landlord hereunder any transferee that succeeds Landlord as owners of the Property (whether by deed, foreclosure, deed in lieu of foreclosure or otherwise) and the successors and assigns of such transferee; (b) comply with the terms of the Lease as if such transferee executed this Lease on the date hereof and; (c) execute such further evidence of such attornment as such transferee may request from time to time. The Resident agrees to promptly execute any instrument evidencing such subordination and attornment and confirming such factual matters and representations that Landlord or its successors or assigns may request. The Resident further irrevocably appoints the Landlord as his or her attorney-in-fact with full power and authority to execute any such instrument on behalf of Resident.

43. TRANSFER BY LANDLORD. Landlord may transfer this Lease. If transferred, Resident's obligations go to the new Landlord. The new Landlord will have all of the rights that the current Landlord has under this Lease. Landlord may transfer this Lease without first getting Resident's approval.

44. SALE OF THE COMMUNITY. Any sale of the Community shall not affect this Lease or any Resident obligations, but upon such sale, Manager will be released from all of its obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of Landlord which arise from and after the date of such sale.

45. ACKNOWLEDGEMENTS AND INDEMNIFICATION. RESIDENT HEREBY ACKNOWLEDGES THAT RESIDENT HAS READ THIS LEASE, THE RENTAL APPLICATION, AND THE RULES AND REGULATIONS GOVERNING THE COMMUNITY. RESIDENT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME. RESIDENT AFFIRMS THAT RESIDENT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. RESIDENT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST RESIDENT AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS, AND THAT RESIDENT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE OR ANY RELATED DOCUMENT IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY RESIDENT. **NOTE: THE RULES AND REGULATIONS ATTACHED HERETO ARE INCORPORATED HEREIN BY REFERENCE AND SHOULD BE INITIALED BY RESIDENT AND GUARANTOR AT TIME OF SIGNING.**

NOTICE OF INDEMNIFICATION

LANDLORD AND RESIDENT HEREBY ACKNOWLEDGE AND AGREE THAT THIS LEASE CONTAINS CERTAIN INDEMNIFICATION OBLIGATIONS AND COVENANTS.

Resident further acknowledges that he or she has received, read, understands and agrees to the terms and conditions contained in the following Exhibits to this Lease, which are all incorporated by reference in their entirety into this Lease:

RENTAL AGREEMENT AND LEASE**EXHIBITS LISTING (ADDENDA)**

Exhibit	Addendum	X or Blank
A	Resident Handbook - Rules and Regulations	X
B	Insurance and Indemnification Addendum	X
C	Mold and Mildew Prevention Addendum	X
D	Concession Acknowledgement	
E	Fee Schedule Addendum	X
F	Bed Bug Addendum	X
G	Pest Control Addendum	X
H	Parking Addendum	X
I	Furniture Addendum	X
J	Financial Aid Addendum	
K	Prepaid Rent Addendum	X
L	Pet Addendum	X
M	Shuttle Waiver and Release of Liability Addendum	NA
R	Construction Completion Contingency Addendum	NA

IN WITNESS WHEREOF, the parties have caused this Lease to be executed effective the day and year written here below.

NORTH CAROLINA USA

DRIVER LICENSE

J. E. Bonta

COMMISSIONER OF MOTOR VEHICLES



4d DLN

000039188028

3 ANS DOB

[REDACTED]/1999

4b EXP

[REDACTED]/2025

9 CLASS C

9a END NONE

12 RESTR

1

URNS 21 ON [REDACTED] 2020

15 SEX F

18 EYES BRO

16 HGT 5'-08"

19 HAIR BRO

RACE

Ammie C. Nettles

1 NETTLES

2 AMMIE CONNOR

8 5316 BERITSTRASSE CT
CHARLOTTE, NC 28277-2641

[REDACTED]/99

4a ISS 03/31/2017

5 DD 0018787497



Exhibit B

(Consent of Respondent's Counsel)

Blake Williams

From: William P. Hatfield <wphatfield@htlawsc.com>
Sent: Thursday, August 6, 2020 1:22 PM
To: Mitch Brown
Cc: Murrell Smith; Shanon Peake; Blake Williams; Diane Crutchfield
Subject: Re: Consent motion for leave.docx

you may!

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Mitch Brown <mitch.brown@nelsonmullins.com>
Sent: Thursday, August 6, 2020 1:12:15 PM
To: William P. Hatfield <wphatfield@htlawsc.com>
Cc: Murrell Smith <murrell@smithrobinsonlaw.com>; Shanon Peake <shanonp@smithrobinsonlaw.com>; Blake Williams <blake.williams@nelsonmullins.com>; Diane Crutchfield <Diane@smithrobinsonlaw.com>
Subject: Re: Consent motion for leave.docx

Hi Bill. I envy the retirement! May we simply use your email as an attachment showing the consent or do you wish to send another Email that simply says "I consent"? Don't know that we really need you to go to the office and sign anything. Your email with "Bill Hatfield" at the bottom should suffice, I would think. Thank you Sir

Mitch

Sent from my iPhone

On Aug 6, 2020, at 12:59 PM, William P. Hatfield <wphatfield@htlawsc.com> wrote:

◀External Email▶ - From: wphatfield@htlawsc.com

Murrell, we consent and I will stop by office Friday am to sign and return. I'm not in today because I am RETIRED! Bill

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Murrell Smith <murrell@smithrobinsonlaw.com>
Sent: Thursday, August 6, 2020 10:57:34 AM
To: William P. Hatfield <wphatfield@htlawsc.com>
Cc: Shanon Peake <shanonp@smithrobinsonlaw.com>; Mitch Brown <mitch.brown@nelsonmullins.com>; Blake Williams <blake.williams@nelsonmullins.com>; Diane Crutchfield <Diane@smithrobinsonlaw.com>
Subject: FW: Consent motion for leave.docx

Bill

Enclosed please find a Consent Motion we prepared in the above matter that we discussed this morning. If you consent to this motion, please respond to this email as evidence your consent to the Court of Appeals. We will thereafter file the same with the Court to seek leave to file and argue our 60(b) motion. I appreciate your cooperation in this matter. I look forward to working with you. Thanks, Murrell

<image001.png>

CONFIDENTIALITY NOTICE: The information transmitted, including any attachments, is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer. Intentional interception or dissemination of electronic mail not belonging to you may violate federal or state law.

Nelson Mullins is continuing to monitor developments related to COVID-19, including guidance from the Centers for Disease Control and various health officials; and federal, state, and local government authorities. The firm has implemented precautionary measures and plans to ensure the continuation of all firm services to clients from both in office and remote work arrangements across our 25 geographically dispersed offices. [Click here to visit the Nelson Mullins Coronavirus Resources page.](#) Information described therein is subject to change.

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM FLORENCE COUNTY
Court of Common Pleas
Michael G. Nettles, Circuit Court Judge

Case No. 2018-CP-21-03002

Appellate Case No. 2020-000815

RECEIVED

Aug 06 2020

SC Court of Appeals

Dennis Robert Mitton, Respondent,

v.

Danny James, Appellant.

PROOF OF SERVICE

I, the undersigned Attorney of the law offices of Nelson Mullins Riley & Scarborough, LLP, do hereby certify that on August 6, 2020, I have served all counsel in this action with a copy of the pleading(s) hereinbelow in accordance with the Supreme Court's May 29, 2020 Administrative Order by emailing a copy to each attorney listed below using their primary email address listed in the Attorney Information System.

Documents Served: Consent Motion Regarding Rule 60(b) Motion

Counsel Served: **E-Mail**
William P. Hatfield, Esq. – wwhatfield@htlawsc.com
Hatfield Temple, LLP
P. O. Box 1770
Florence, SC 29503

Bert G. Utsey, III, Esq. – butsey@pmped.com
Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A.
706 Orleans Road, Suite 101
Charleston, SC 29407

Shanon N. Peake, Esq. - shanonp@smithrobinsonlaw.com
G. Murrell Smith, Jr., Esq. - murrell@smithrobinsonlaw.com

Smith Robinson Holler DuBose and Morgan, LLC
2530 Devine Street
Columbia, SC 29205

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

C. Mitchell Brown
SC Bar No. 12872
E-Mail: mitch.brown@nelsonmullins.com
Blake T. Williams
SC Bar No. 100794
E-Mail: blake.williams@nelsonmullins.com
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, South Carolina 29201
(803 799-2000

SMITH ROBINSON

G. Murrell Smith, Jr.
S.C. Bar No. 66262
E-Mail: murrell@smithrobinsonlaw.com
Shannon N. Peake
E-Mail: shanonp@smithrobinsonlaw.com
S.C. Bar No. 102723
126 North Main Street
Sumter, SC 29151
803-778-2471

Counsel for Appellant Danny James

Blake Williams

From: Blake Williams
Sent: Thursday, August 6, 2020 3:25 PM
To: William P. Hatfield; Bert Utsey
Cc: Shanon Peake; Murrell Smith; Mitch Brown
Subject: Mitton v. James, Appellate Case No. 2020-000815
Attachments: Consent Motion Regarding Rule 60(b).pdf; Exhibit A - Rule 60(b) Motion and Attachments.pdf; Exhibit B - Consent of Respondent's Counsel.pdf

Good afternoon,

Attached for service please find a Consent Motion Regarding Rule 60(b) motion and supporting exhibits. This is being served on you via email pursuant to subsection (g)(3) of Supreme Court Administrative Order 2020-05-29-02.

Thank you,



BLAKE T. WILLIAMS PARTNER
blake.williams@nelsonmullins.com

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