

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

**APPEAL FROM RICHLAND COUNTY
Court of Common Pleas**

L. Casey Manning, Circuit Court Judge

Case No. 2012-212817

Jimmy Martin Realty Group, Inc. Respondent,

v.

Jason Perdikis and Beth A. Thompson d/b/a The Big Ugly Appellants

**RESPONDENT'S RESPONSE TO APPELLANT'S SECOND MOTION FOR
EXTENSION OF TIME TO FILE INITIAL BRIEF AND DESIGNATION OF MATTER**

**Thomas W. Bunch, II
Page M. Kalish
ROBINSON, MCFADDEN & MOORE, P.C.
Post Office Box 944
Columbia, SC 29202
(803) 779-8900**

Attorneys for Respondent

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I. STATEMENT OF THE CASE

Jason G. Perdikis and Beth A. Thompson d/b/a The Big Ugly (“Appellants” or “Tenants”) appeal from a jury verdict in the Court of Common Pleas for Richland County entered June 18, 2012. The Jury found that Appellants had violated the terms of a commercial Lease Agreement (“the Lease”) between Appellants as Tenants and Respondent Jimmy Martin Realty Group, Inc. as Landlord (“Martin”). After denying Appellants’ post trial motions the trial judge issued a Writ of Ejectment on August 22, 2012 and this appeal followed.

On June 6, 2011 Jimmy Martin Realty Group, Inc filed with the Olympia Magistrate of Richland County an Application for Ejectment alleging that Tenants had violated four provisions of a commercial Lease Agreement and seeking eviction of the Tenants. Application for Ejectment. On June 16, 2011 Tenants answered and counterclaimed (Answer to Application for Ejectment and Counterclaim of the Defendants) and they moved to have the case transferred to the Circuit Court (Motion to Transfer Case to Circuit Court). Martin filed its Reply to the counterclaims on July 7, 2011. Plaintiff’s Reply to Defendants Counterclaim. By Order dated July 13, 2011, the Honorable Harold A. Cuff, Olympia Magistrate, granted Appellants’ motion to transfer the case to the Circuit Court.

The case proceeded to a jury trial on May 15 through 17, 2012, the Honorable L. Casey Manning presiding. At trial, Appellants withdrew all counterclaims except its fourth counterclaim for civil conspiracy. At the close of evidence, the Respondent and Appellants each moved for directed verdicts. The trial judge granted Respondent Martin’s motion for a directed verdict on Tenants’ cause of action for civil conspiracy, and denied the remaining motions including Martin’s directed verdict motion that the Tenants had breached the lease, and Tenants’ directed verdict motion that they had not breached the lease. The trial judge submitted

the case to the jury on the issue of whether the Tenants had breached the Lease Agreement. Although the trial judge directed a verdict against Appellants on civil conspiracy he permitted them to fully argue the matter to the jury as a defense to the Application for Ejectment.

The jury returned a verdict in favor of Martin and against Tenants finding that Tenants had violated the Lease Agreement. Verdict Form, June 17 2012. The trial judge allowed the parties 10 days to make post trial motions. Martin and Tenants timely filed post trial motions. Martin sought (1) a Writ of Ejectment pursuant to S. C. Code Ann. § 27-37-100 (1976); (2) clarification that the Judge had directed a verdict on Tenants' counterclaim for civil conspiracy; and (3) an order requiring tenants to comply with the Surrender of Premises provision in the Lease Agreement. Plaintiff's Post Trial Motions. Tenants moved for judgment notwithstanding the verdict and a new trial under Rules 50(b) and 59, SCRPC, claiming they did not violate the Lease Agreement, and for a new trial under Rule 59 based on the trial judge's failure to give the jury Defendants' requested instruction on the law of civil conspiracy. Defendants' Motion for Judgment Notwithstanding the Verdict/Motion for New Trial. The trial judge granted Martin's post trial motion, denied Tenants' post trial motion, and issued a Writ of Ejectment. Order on Post Trial Motions and Writ of Ejectment, each filed August 22, 2012. On August 24, 2012 Appellants filed with the Richland County Clerk of Court a Notice of Appeal appealing "the order of Honorable L. Casey Manning dated August 22, 2012." By Motion dated August 27, 2012, Appellants moved for an Appeal Bond to stay the Writ of Ejectment. Motion to Request Appeal Bond. Judge Manning granted the motion by Order filed September 19, 2012.

On January 3, 2013, Appellants received the trial transcript. Without consulting Respondent Martin's counsel, Appellants moved on to extend the time to file their initial brief and designation of matter for thirty days. Martin did not oppose the motion. The Court of Appeals granted the motion establishing a new deadline of March 6, 2013.

Again, without consulting Respondent's counsel, Appellant's moved for another 30 day extension to file their initial brief and designation of matter. Respondent objects to the second motion and requests that the Court of Appeals expedite briefing and any argument to be had in this case.

II. STATEMENT OF FACTS¹

Respondent Jimmy Martin Realty Group, Inc. is the owner of commercial property located at 931 Senate Street in Columbia, South Carolina which is located at the corner of Senate and Park Streets in Columbia's Vista area. The commercial property is presently configured into five commercial units, all of which are leased to businesses. On August 26, 2010 Martin leased 931-A Senate Street ("the Premises") to Jason G. Perdakis and Beth A. Thompson ("Tenants"). Tab A, Affidavit, Exhibit 1². Tenants operate a business at the premises known as The Big Ugly.

The Lease Agreement ("the Lease") had specific limitations on Tenants use of the property and contained typical covenants of a commercial lease such as Tenants' obligations for insurance, maintenance, payment of taxes, keeping the Premises sanitary and clean, etc. The limitations on use were part of a scheme for mixed use of the entire property at 931 Senate Street. Other than The Big Ugly, the Landlord's tenant mix includes a burger restaurant (Five Guys), a Mexican restaurant (Monterrey's), a hair salon (Robert Jeffrey which is owned by Jeff March), and a niche bar serving "quality hand crafted brews to good folks who appreciate great beer" (Flying Saucer Draught Emporium) (quotation from the Flying Saucer website). The Lease required that Tenants were to "use the Premises only for a casual American-Greek style

¹ Many of the facts set forth herein come from the Affidavit of Shay Martin attached hereto as no designation of matter has been presented to the Court at this time. Attached to this Response are Tabs containing supporting Documents. Tab A is Martin's affidavit; Tab B is trial exhibits; and Tab C is trial excerpts.

² Exhibit references in the Statement of Facts come from two sources; the exhibits to Mr. Martin's Affidavit and trial exhibits. Martin's affidavit exhibit will be referred to as the affidavit exhibit. Otherwise, the exhibit references are to the trial exhibits, and they are noted as Pl. Ex.

restaurant, and for no other purpose.” Further, Tenants were not permitted to “use the Premises for any purposes other than as a casual dining restaurant.” The Tenants use of the premises was further clarified by a Lease clause which stated that Tenants “may not be primarily a bar and/or night club type operation.” Tab A, Aff. Ex. 1, pp. 4, 5.

Shortly after entering into the Lease, Martin noted that the Tenant was not complying with the allowed use for the Premises. They were not using the Premises “as a casual dining restaurant.” Martin learned that the Tenants’ insurance coverage had been cancelled. Further, Tenants were interfering with other tenants’ business operations. The Flying Saucer and Jeffrey March of Robert Jeffrey Salon complained that Tenants were interfering with their peaceful enjoyment of their leased spaces at 931 Senate Street. At trial, March testified that he lost income as a result of the Tenants operating as a bar and night club in violation of the Lease. A masseuse hired by March quit because of the loud music played by the Tenants in their “restaurant”. March hired another masseuse who quit for the same reason. Tab C, Tr. p. 77, l. 21 – p. 81, l. 10. Most recently, the Flying Saucer has refused to pay a rent increase when it exercised a lease option because of “damage occurred by the business practices of the bar ‘The Big Ugly’ next door and the inability of the landlord to control their tenant’s actions.” Martin Affidavit, ¶ 13.

Martin delivered two notices to the Tenants of their default under the Lease, one dated April 27, 2011 and the other dated May 13, 2011. Tab B, Pl. Exs. 2 and 3. The April 27 notice (Tab B, Pl. Ex. 2) notified the Tenants that they were not complying with the “Use of Premises” and “Exclusive Use” provisions of the Lease and that the Tenants had failed to provide proof of insurance. Landlord learned that the insurance had been cancelled effective February 23, 2011. Tab B Pl. Ex. 15. The May 13 notice (Tab B, Ex. 3) notified Tenants of further violations of the “Use of Premises” and violations of the “Limits of Use” provisions of the Lease.

As to non-monetary defaults under the Lease, Tenants have a grace period of 30 days after notice to cure any defaults. Tenant cured the insurance cancellation effective June 17, 2011, 51 days after notice, and almost four months after it lapsed for non-payment. Tab B, Pl. Exs. 15, 16. Through the time of trial, over a year after delivery of the Notices, Tenants continued to violate the Use provisions of the lease and their promise to operate as an “American-Greek style restaurant and for no other purposes.” Tab B, Pl. Ex. 1, pg. 4. Tenants continued to operate “primarily as a bar and/or night club type operation” as prohibited by the Lease at pg 5.

Martin presented substantial documentary evidence that Tenants operated as a bar, not as a restaurant, and certainly not as a “casual American-Greek style restaurant and for no other purposes.” *Id.* The documentary evidence is attached at Tab B. Without analyzing and detailing each exhibit, they show the bar and night club business Tenants were actually operating and wanted the public to patronize.

In addition to the multiple lease violations presented to the jury in this case, Defendants have violated the lease in the following particulars since the jury verdict as outlined in Shay Martin’s affidavit (Tab A):

- a. Tenants have failed to pay an increase in real estate taxes.
- b. Tenants have failed to maintain the premises in a clean and sanitary manner, and have failed to reimburse Landlord for its expense in performing Tenants’ obligation.
- c. Tenants have failed to pay the increased security deposit required by the Lease Agreement.
- d. Tenants have defaulted on their obligation to provide a heating and air conditioning maintenance contract for the Premises.

e. Tenants continue to operate their business in violation of the Lease. They have been cited for violating a City Ordinance.³ Tenants market their business as a bar and party destination. Late in the week and on weekends Tenants employ a disc jockey. They advertise: “join us for the best party in the city!” Facebook post on March 2, 2013. Tab A, Affidavit Exhibit 8; and “all smirnoff Flavors are just \$2.00!!!” Facebook post on March 7, 2013 Tab A, Affidavit Exhibit 9. Tenants advertised a drink special of “\$6.00 granny PUSSY SHOTS” on a message board placed in front of their business which fronts on Park Street in the Vista. Tab A Affidavit Exhibit 10. Also, after the verdict was rendered Shay Martin received a letter requesting that Martin preserve evidence arising out of a fatal traffic accident which allegedly occurred because of the actions of a highly intoxicated at-fault driver who was a patron of The Big Ugly. Tab A Affidavit Exhibit 11.

III. ARGUMENT

At most, there should be two legal issues presented in Appellants’ appeal. First, did the trial judge err in granting a directed verdict against Appellants on their cause of action for civil conspiracy even though there was no conspiracy, and there was no evidence of either damages or causation? Second, did the trial judge err in failing to direct a verdict in favor of Appellants that they did not violate the Lease Agreement? Of course, this question is, at best for Appellants, a factual issue that cannot be overturned on appeal unless there is no evidence to support it.

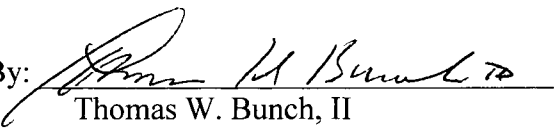
Appellants do not need 60 days to brief this case. Appellants do not provide any explanation as to why drafting a brief should take 60 days except to state that the transcript is lengthy. In fact, the trial testimony took only two days. Appellants are doing all they can to delay the inevitable and avoid eviction through the judicial process. Appellant’s counsel has

³ At trial, Martin presented evidence of several incidents documented by the City of Columbia Fire Department of overcrowding and blocking an exit door at the Premises. Pl. Ex. 17.

already stated: "My client understands there is a good chance they might lose on Appeal."
Martin Affidavit, Exhibit 3.

Respondent will consent to a fifteen day extension for Appellants to file their initial brief and designation of matter. Respondent requests that further extensions sought by the Appellant be denied. Finally, Respondent requests that further briefing deadlines be shortened to 21 days, and that the Court hear oral argument on this case as expeditiously as possible.

Dated this 13th day of March, 2013.

By: 
Thomas W. Bunch, II
Page M. Kalish
ROBINSON, MCFADDEN & MOORE, P.C.
Post Office Box 944
Columbia, SC 29202
(803) 779-8900
Attorneys for Respondent

THE STATE OF SOUTH CAROLINA
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APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

L. Casey Manning, Circuit Court Judge

Case No. 2011-CP-40-4725
Appellete Court Case No. 2012-212817

Jimmy Martin Realty Group, Inc,

Respondent,

v.

Jason G. Perdikis and Beth A.
Thompson d/b/a The Big Ugly,

Appellants.

PROOF OF SERVICE

I, Amy E. Lovette, the undersigned employee of Robinson McFadden & Moore, P.C., attorneys for the Respondent, do hereby certify that I have caused to be served a copy of Respondent's Response to Appellants' Second Motion for an Extension of Time to File Initial Brief and Designation of Matter by depositing in the U.S First Class Mail, postage prepaid, to the address below:

Christopher S. Leonard, Esquire
J. Marcus Whitlark, Esquire
Post Office Box 886
Columbia, SC 29202

RECEIVED
MAR 13 2013
SC Court of Appeals


Amy E. Lovette

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AFFIDAVIT OF SHAY MARTIN

Appeared before me Shay Martin who being duly sworn testifies as follows:

1. I am an officer of Jimmy Martin Realty Group, Inc. ("Martin") and am personally familiar and knowledgeable of the facts set forth in this affidavit (except where statements are made on information and belief).

2. Martin is the owner of commercial property located at 931 Senate Street in Columbia, South Carolina which is located at the corner of Senate and Park Streets in Columbia's Vista area. The commercial property is presently configured into five commercial units, all of which are leased to businesses.

3. On August 26, 2010 Martin leased 931-A Senate Street ("the Premises") to Jason G. Perdakis and Beth A. Thompson ("Tenants"). (**Exhibit 1**). Tenants operate a business at the premises known as The Big Ugly. The Lease Agreement ("the Lease") had specific limitations on Tenants use of the property and contained typical covenants of a commercial lease such as Tenants' obligations for insurance, maintenance, payment of taxes, keeping the Premises sanitary and clean, etc. The limitations on use were part of a scheme for mixed use of the entire property at 931 Senate Street. Other than The Big Ugly, the Landlord's tenant mix includes a burger restaurant (Five Guys), a

Mexican restaurant (Monterrey's), a hair salon (Robert Jeffrey which is owned by Jeff March), and a niche bar serving "quality hand crafted brews to good folks who appreciate great beer" (Flying Saucer Draught Emporium) (quotation from the Flying Saucer website). The Lease required that Tenants were to "use the Premises only for a casual American-Greek style restaurant, and for no other purpose." Further, Tenants

were not permitted to “use the Premises for any purposes other than as a casual dining restaurant.” In the Lease, Tenants further agreed that they “may not be primarily a bar and/or a night club type operation.” **Ex. 1**, pp. 4, 5.

4. Tenants refused to comply with the Lease. They breached the use provisions of the lease, interfered with the business operation of the other tenants, and allowed their insurance to lapse for four months. When the Tenants would not comply with the Lease after two written notices, Martin filed suit to have the Tenants evicted.

5. On May 17, 2012, a jury in Richland County found that Tenants had violated the Lease Agreement. **Exhibit 2**.

6. After post-trial motions, on August 22, 2012, The Honorable L. Casey Manning issued a Writ of Ejectment by which the Richland County Sheriff's Department was ordered to evict Tenants from the Premises.

7. Tenants appealed the jury verdict on or about August 24, 2012, although, they have conceded that they are unlikely to succeed in their appeal. See Leonard e-mail dated July 20, 2013 attached as **Exhibit 3**.

8. Seeking to stay enforcement of the Writ of Ejectment pending appeal, Tenants filed a Motion for an Appeal Bond on or about August 28, 2012.

9. By Order filed September 19, 2012, Judge Manning set the appeal bond at \$25,000.00 and stayed enforcement of the Writ of Ejectment. **Exhibit 4**.

10. Since filing their Appeal, Tenants continue to violate the terms of the Lease.

11. In addition to the multiple lease violations presented to the jury in this case, Defendants have violated the lease in the following particulars since the jury verdict:

a. Tenants have failed to pay real estate taxes as required at page 3 of the Lease. Notice of the taxes being owed was sent to Tenants the first week of December 2012, on January 1, 2013, and then via certified mail on February 6, 2013. **Exhibit 5.** More than 30 days has passed since the certified mail notice was sent and Tenants have not paid the taxes.

b. Tenants have failed to maintain the premises in a clean and sanitary manner as required at page 5 of the lease. Because of ongoing sanitation and refuse issues at the premises, all tenants at 931 Senate St. were notified on October 23, 2012 that their respective dumpsters had to be locked, all trash had to be placed in their dumpster and each was responsible for keeping the area around their dumpster clean. **Exhibit 6.** Martin arranged for the waste contractor to install the locks. On January 30, 2013, all tenants at 931 Senate St. (except Five Guys) were notified that the locks from their dumpsters had been removed, and that there was considerable garbage around the unlocked dumpsters. Tenants were told to clean their area, and if they did not, that Martin would clean it at Tenants' expense as allowed by the Lease at page 5. *Id.* Tenants failed to clean the dumpster area and Martin paid to have it done. On February 6, 2013, Tenants were notified to pay the cleaning charge. **Ex. 5.** Tenants have not paid the amount advanced by the landlord to perform Tenants' obligation.

~~c. Tenants have failed to pay the increased security deposit required by the~~
Lease Agreement. The Lease Agreement states that "If Tenant is in default under this lease for more than two (2) times within any 12-month period irrespective of whether or not such default is cured, then, without limiting the Landlord's other rights and remedies provided for in this lease or at law or at equity, the Security Deposit shall automatically

be increased by the amount equal to two (2) times the original Security Deposit, which shall be paid by Tenant to Landlord forthwith on demand.” **Ex. 1** at p. 2. On January 14, 2013, Martin notified Tenants that they had been in default for late payment of rent 5 times over the previous 12 months; that they had failed to provide proof of insurance within 30 days of notice; and that they had failed to provide a copy of contract for maintaining the heating and air conditioning (HVAC) systems for the Premises. **Exhibit 7.** Tenant has failed to pay any amount of the increased security deposit.

d. Referring further to the Tenants obligation to enter into a HVAC maintenance contract for the Premises, on July 3, 2012, the Landlord requested a copy of Tenants’ HVAC contract. Tenants provided an alleged contract consisting of one paragraph from a person who is not a licensed mechanical contractor in South Carolina. It is my understanding that HVAC contractors come under the mechanical contractors licensing requirements under South Carolina statutes. Ultimately, but more than 30 days after requesting the information, Tenants provided Martin an HVAC maintenance contract from E.F. Martin Mechanical Contractors. However, Landlord is informed and believes that Tenant has failed to pay for the contract and also owes E.F. Martin for a repairs performed at the premises. Thus, I am informed and believe that the HVAC contract is no longer in force.

~~e. After the jury verdict the Tenants have continued to operate their business~~
in the same manner which the jury found was in violation of the Lease. On January 17, 2013, the Tenants were cited for a City Ordinance violation by the City of Columbia

Police Department-Hospitality Task Force.¹ Also, in January 2013, I was contacted by a detective of the City of Columbia Police Department about an assault that occurred at Tenants' business. Tenants continue to advertise for disc jockeys, "join us for the best party in the city!" (Facebook post on March 2, 2013) (**Exhibit 8**), and "all smirnoff Flavors are just \$2.00!!!" (Facebook post on March 7, 2013) (**Exhibit 9**). All of these activities violate the permitted use of the Premises. In a display of indecent taste, and in violation of the Lease, the weekend after the jury rendered its verdict; Tenants advertised a drink special of "\$6.00 granny PUSSY SHOTS" on a message board placed in front of their business which fronts on Park Street in the Vista. **Exhibit 10**. Also, after the verdict was rendered I received a letter requesting that Martin preserve evidence arising out of a fatal traffic accident which allegedly occurred because of the actions of a highly intoxicated at-fault driver who was a patron of The Big Ugly. **Exhibit 11**.

12. The Tenants continue to violate the Lease Agreement and the terms of the Appeal Bond. The Lease – as agreed to and signed by the Tenants - requires Tenants to "use the Premises only for a casual American-Greek style restaurant, and for no other purposes," and to "not use the Premises for any purpose other than a casual dining restaurant...." Landlord did not enter into an agreement allowing lewd and offensive advertising. Landlord did not enter into an agreement to allow its property to be used for disc jockey dancing or the "best party in the city." Tenants are to be using the property as a "casual dining restaurant." They are not.

¹ At trial, Martin presented evidence of several incidents documented by the City of Columbia Fire Department of overcrowding and blocking an exit door at the Premises.

13. Tenants' actions have caused Martin to lose rent. In January, 2013, the Flying Saucer exercised a lease option but refused to pay the agreed upon rent. It stated that the refusal was linked to "damage occurred by the business practices of the bar 'The Big Ugly' next door and the inability of the landlord to control their tenant's actions." Tenants' ongoing violations of their Lease will cost Martin \$9,660 each year for the next five years, almost \$50,000.00 total.

14. Tenants are violating the Appeal Bond by failing to pay sums that are owed to the Landlord as they become due.



Shay Martin

SWORN to before me this
13th day of March, 2013.

Christopher P. Helle (L.S.)

Notary Public for South Carolina

My Commission Expires: 6-1-2012

EXHIBIT 1

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

SM * Lease contingent upon transfer of business and its assets from Paul Vella and Abigail Vella to Jason Perdakis and Beth Thompson that is scheduled to occur 8/31/10.
LEASE AGREEMENT
For TENANT *Beth Thompson*

PARTIES: This Lease Agreement (the "Lease") is made this 26th day of August, 2010 by and between **Jimmy Martin Realty Group, Inc.**, a South Carolina Corporation, herein referred to as "Landlord", and Jason G. Perdakis, individually, and Beth A. Thompson, individually, hereinafter collectively referred to as "Tenant".

PREMISES: Landlord hereby leases to Tenant and Tenant leases from Landlord all that certain real property and improvements comprising 2,408+ square feet of heated/cooled area and 1,136+ square feet of covered patio area, located at and having as an address 931-A Senate Street, hereinafter referred to as the "Premises", which is a portion of that certain tract of real property and improvements containing 16,000+ square feet of heated area and 2,625+ square feet of covered patio area, located at and having as an address 931 Senate Street, Columbia, South Carolina, hereinafter referred to as the "Property".

TERM: The term of this Lease (the "Term") shall commence on the date of execution of this Lease by Tenant and Landlord (the "Commencement Date"), and shall end at 11:59 p.m. on the last day of the month that is sixty (60) months after the Rental Commencement Date (the "Expiration Date"), unless the Term is sooner terminated as hereinafter expressly provided. As used herein, the term "Lease Year" shall mean each year of the term commencing on the first day of the first full calendar month following the Rental Commencement Date, or any anniversary thereof, and ending at the expiration of twelve (12) calendar months thereafter.

EXTENSIONS: Landlord hereby grants to Tenant the option to extend the Term of this Lease for one (1) consecutive period of Five (5) years (an "Extension Term"), beginning at the time of expiration of the initial Term of this Lease, subject to the following terms and conditions: (i) no default (as defined herein) shall exist under this Lease at the time of the exercise of such option or at the time the Term or Extension Term (as the case may be) would otherwise expire were it not extended; (ii) Tenant shall notify Landlord in writing no later than ninety (90) days prior to the otherwise effective Expiration Date of Tenant's intent to exercise the option. Failure to timely exercise an extension option shall immediately terminate all unexercised extension options; (iii) In the event that Tenant does properly exercise such an extension option, the leasing of the Premises during an Extension Term shall be upon all of the same terms and conditions contained in this Lease, except that Tenant shall have no further rights to extend the Term of this Lease after the exercise of the last extension option or the expiration of the Extension Term last to be exercised, whichever shall first occur, and the rental rate shall increase to Five Thousand Two Hundred and 00/100 (\$5,200.00) Dollars per month.

RENT: Tenant's obligation to begin the payment of rent ("Rent") shall commence on October 1, 2010 (the "Rental Commencement Date"). Tenant shall be obligated to pay monthly Rent of Three Thousand Eight Hundred and 00/100 (\$3,800.00) Dollars commencing on the Rental Commencement Date and the 1st day of each succeeding month throughout the first Lease Year. Then, Four Thousand Two Hundred (\$4,200.00) dollars per month in Year 2, then Four Thousand Six Hundred (\$4,600.00) dollars per month in Year 3, then Four thousand eight hundred (\$4,800.00) dollars per year in Year 4, and Five thousand (\$5,000.00) dollars per month in Year 5. *-10/1/12*

All payments of rent shall be made to **Jimmy Martin Realty Group, Inc.** c/o Shay Martin, 129 Big Thursday Court, Chapin, South Carolina, 29036, or at such other location(s) as Landlord shall designate in writing.

SM ~~AMORTIZED TENANT IMPROVEMENTS (ATI). From October 1, 2010 through April 1, 2012, Tenant shall pay to Landlord ATI costs along with its monthly installments of rent, without demand, deduction or set-off. Such payments will be due on the same date as specified for the rent with the same default terms. The monthly ATI payments are \$040.44.~~

LATE PAYMENTS: All unpaid rent and other sums of whatever nature owed by Tenant to Landlord under this Lease shall bear interest from the due date thereof until paid at the lesser of eighteen percent (18%) per annum or the maximum interest rate per annum allowed by law (the "Default Rate"). Acceptance by Landlord of any payment from Tenant hereunder in an amount less than that which is currently due shall in no way affect Landlord's rights under this Lease and shall in no way constitute an accord and satisfaction.

RENOVATION: Tenant shall provide to Landlord prior to commencement of construction, and no later than fifteen (15) days after the execution of this Lease, a Work Letter that outlines the construction and renovations to the Premises and Property, if any. The Work Letter shall be attached hereto as Exhibit B and incorporated herein by reference. Tenant shall, at Tenant's sole expense, install within the Premises all trade fixtures and equipment required to operate its business. All trade fixtures, signs, or other personal property installed in the Premises by Tenant shall remain the property of Tenant and may be removed at any time provided that Tenant is not in default hereunder and provided the removal thereof does not or will not cause, contribute to, or result in Tenant's default hereunder, and further provided that Tenant shall at, Tenant's sole expense, promptly repair any damage to the Premises resulting from the removal of personal property and shall replace same with personal property of like or better quality. The term "trade fixtures" as used herein shall not include carpeting, floor covering, attached shelving, lighting fixtures other than freestanding lamps, wall coverings, or similar Tenant improvements which shall become the property of Landlord upon surrender of the Premises by Tenant for whatever reason. Tenant shall not attach any fixtures or articles to any portion of the Premises nor make any alterations, additions, improvements or changes, or perform any other work whatsoever in and to the Premises, other than minor interior, cosmetic and decorative changes without obtaining the prior written approval of Landlord. See IMPROVEMENTS AND ALTERATIONS and PROTECTION AGAINST LIENS headings for additional requirements.

SECURITY DEPOSIT: On the Commencement Date Tenant shall pay to Landlord the sum of Five thousand and 00/100 (\$5,000.00) Dollars (the "Security Deposit") as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. Upon default by Tenant under this Lease, or if Tenant fails to perform any of the terms, provisions and conditions of this Lease, Landlord may use, apply, or retain the whole or any part of the Security Deposited for the payment of any sum due Landlord or which Landlord may expend or be required to expend by reason of the Tenant's default or failure to perform, including, but not limited to, any damages or deficiency in the reletting of the Premises; provided, however, that any such use, application or retention by Landlord of the whole or any part of the Security Deposit shall not be or be deemed to be an election of remedies by Landlord or viewed as liquidated damages, it being expressly understood and agreed that, notwithstanding such use, application or retention, Landlord shall have the right to pursue any and all other remedies available to it under the terms of this Lease or otherwise.

If Tenant is in default under this Lease more than two (2) times within any twelve-month period, irrespective of whether of not such default is cured, then, without limiting Landlord's other rights and remedies provided for in this Lease or at law or equity, the Security Deposit shall automatically be increased by an amount equal to two (2) times the original Security Deposit, which shall be paid by Tenant to Landlord forthwith on demand.

In the event of a sale of the Premises, Landlord shall have the right to transfer the Security Deposit to the purchaser, and Landlord shall thereupon be released from all liability for the return of such Security Deposit. Tenant shall look solely to the new landlord for the return of such Security Deposit.

UTILITIES & SERVICES: Tenant shall pay for all utilities and services related to its use of the Premises including, but not limited to, electricity, gas, heat, water, sewer, and telephone, together with all deposits and fees in connection therewith. If Tenant fails to pay any utility bills or charges, Landlord may, at its option, upon reasonable notice to Tenant pay the same and in such event, the amount of such payment, together with interest thereon at the Default Rate from the date of such payment by Landlord, will be added to Tenant's next due payment and charged in addition to Rent. Landlord shall not be responsible

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for any stoppage or interruption of utilities services nor shall Landlord be liable to Tenant or any other person for any damage occasioned by failure in any utility system or by the bursting or leaking of any vessel or pipe in or about the Premises (except to the extent of liability or casualty insurance proceeds actually recovered by Landlord or paid on account of Landlord), or for any damage occasioned by water coming into the Premises or arising from the acts or neglects of occupants of adjacent property or the public, unless the same is caused by the negligent or willful misconduct of Landlord.

COMMON AREA MAINTENANCE (CAM): During each month of the Lease Term, Tenant shall pay to Landlord CAM costs along with its monthly installments of rent, without demand, deduction or set off, Tenant's proportionate share of all costs incurred by Landlord in maintaining, repairing, and operating, including, without limitation, the total cost of operating, repairing, lighting, cleaning, maintaining, landscaping, planting, painting, and managing (10% of the foregoing costs) the Property. Tenant shall pay its proportionate share of these operating costs in advance based on estimates made by Landlord from time to time. Should these common area maintenance costs be underestimated, Tenant shall pay any deficiency along with the payment of Rent next due and thereafter pay its adjusted proportionate share of operating costs in equal monthly installments as herein provided. Any excess payments shall be credited against the payments of CAM costs next due. Tenant's proportionate share is computed by dividing the square footage of the leased Premises by the overall square footage of building improvements located on the Property. The current CAM is \$1.61 per square foot which equates to \$323.18 per month.

TAXES: Tenant shall pay any taxes, documentary stamps or assessments of any nature imposed or assessed upon Tenant's occupancy of the Premises or upon Tenant's furniture, furnishings, trade fixtures, equipment, machinery, inventory, merchandise or other property located on the Premises promptly as all such taxes or assessments may become due and payable without any delinquency. If applicable in the jurisdiction where the Premises are located, Tenant shall pay and be liable for all rental tax (only to the extent such rental tax is levied in lieu of ad valorem property taxes against the Premises), sales, use and inventory taxes or other similar taxes, if any, levied or imposed by any city, state, county or other governmental body having authority, such payments to be in addition to all other payments required to be paid Landlord by Tenant under the terms of this Lease. Such payment shall be made by Tenant directly to such governmental body if billed to Tenant, or if billed to Landlord, such payment shall be paid concurrently with the payment of the Rent. Notwithstanding the foregoing Tenant shall have the right, at its sole cost and expense, to contest any tax contemplated by this Section provided that (i) Tenant shall send Landlord notice of Tenant's intent to contest such taxes, and (ii) upon contesting the amount of such taxes, Tenant shall deposit the amount of such taxes into an escrow account reasonably acceptable to Landlord.

Tenant shall be liable for a pro rata share of the annual ad valorem taxes (Richland County Real Estate Tax) upon the Property during the Term hereof. Tenant's pro rata share shall be calculated in the same manner as CAM. Tenant will make monthly payments to Landlord based on the prior year Tax Bill, which payments shall be adjusted upon receipt of the current year Tax Bill, typically in November. Such payments will be due on the same date as specified for the rent with the same default terms. Based on the 2009 tax bill, current payments are \$1.68 per square foot which equates to \$337.09 per month.

IMPROVEMENTS AND ALTERATIONS: Tenant shall make and install all alterations, improvements and equipment described in the Work Letter (the "Tenant Improvements"). Tenant shall not make or permit to be made any other structural changes, alterations, additions or improvements to the Premises ("Tenant Alteration") without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. If Landlord fails to reject any requested Tenant Alteration within thirty (30) days after Landlord's receipt of detailed and final plans, specifications or drawings depicting the desired Tenant Alteration, such requested Tenant Alteration shall be deemed approved in accordance with the plans, specifications or drawings submitted by Tenant. To the best of Tenant's knowledge the design and construction of Tenant's Improvements and any Tenant Alterations will be in compliance with Title III of the Americans With Disabilities Act, Public Law 101-336. Tenant shall, prior to the commencement of construction and installation of the Tenant Improvements and of any Tenant Alteration

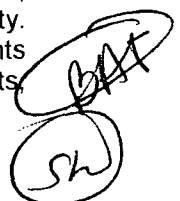
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furnish Landlord with an original builder's risk policy of insurance in form and amount of coverage reasonably acceptable to Landlord, showing Tenant as named insured and Landlord as loss payee. All Tenant Improvements and Tenant Alterations shall be performed in accordance with all legal requirements applicable thereto and in a good and workmanlike manner with first class materials. Further, Landlord shall have the right to approve the general contractor to be used by Tenant in connection with any structural work which approval shall not be unreasonably withheld or delayed. All Tenant Improvements and Tenant Alterations, including, but not limited to, all walls, railings, carpeting, floor and wall coverings, other permanent real estate fixtures made by, for, or at the direction of Tenant, shall, when made, become the property of Landlord and shall remain upon the Premises at the expiration or earlier termination of this Lease; provided, however, that if Landlord at the time of giving its approval to any Tenant Alteration notifies Tenant that approval is conditioned upon restoration, then prior to the expiration of the Term of this Lease, Tenant shall, at its sole cost and expense, remove such Tenant Alterations and restore the Premises to its condition prior to the making of such Tenant Alteration. Notwithstanding the foregoing, Tenant shall be permitted to make non-structural changes, alterations or improvements to the Premises without Landlord's prior consent, provided Tenant shall deliver to Landlord a copy for all plans for non-structural work. Refer to PROTECTION AGAINST LIENS for additional requirements regarding improvements and alterations.

CONDEMNATION: If all of the Premises is taken or condemned for a public or quasi-public use, or if a material portion of the Premises is taken or condemned for a public or quasi-public use and the remaining portion thereof is not usable by Tenant, in the reasonable judgment of Tenant and Landlord, this Lease shall terminate as of the earlier of the date title to the condemned real estate vests in the condemnor and the date on which Tenant is deprived of possession of the Premises. In such event, the Rent and other sums payable hereunder shall be apportioned and paid in full by Tenant to Landlord to that date, all rent and other sums payable hereunder prepaid for periods beyond that date shall forthwith be repaid by Landlord to Tenant, and neither party shall thereafter have any liability hereunder, except that any obligation or liability of either party, actual or contingent, under this Lease which has accrued on or prior to such termination date shall survive. If only part of the Premises is taken or condemned for a public or quasi-public use and this Lease does not terminate as provided above, Landlord to the extent of the award it receives, shall restore the Premises to a condition and to a size as nearly comparable as reasonably possible to the condition and size thereof immediately prior to the taking, and there shall be an equitable abatement of the rent according to the value of the Premises before and after the taking. Pending such determination, Tenant shall continue to pay the rent as herein originally specified, and upon such determination, if Tenant is entitled to a refund because of an overpayment of rent, Landlord shall make the same promptly, or in lieu thereof credit the amount thereof to future installments of Rent as they become due at Tenant's option. Landlord shall be entitled to receive the entire award in any proceeding with respect to any taking, without deduction therefrom for any estate vested in Tenant by this Lease, and Tenant shall receive no part of such award.

GOVERNMENTAL ORDERS: Tenant agrees, at its own expense, to comply with all requirements of any legally constituted authority made necessary by reason of Tenant's use or occupancy of the Premises, unless such requirements are being contested by Tenant in good faith and upon advice of counsel in which event Tenant shall comply as obligated by the result of any such contest. Tenant agrees to comply promptly with any such requirements if not made necessary by reason of Tenant's occupancy.

 **USE OF PREMISES:** Tenant shall use the Premises only for a casual *American-Greek style* restaurant (~~See Exhibit C for additional description of uses and restrictions~~), and for no other purposes. All uses of the Premises shall comply with all laws, ordinances, orders, rules and regulations (including without limitation, the zoning classifications existing as of the Rental Commencement Date) of any lawful governmental authority, agency or other public or private regulatory authority having jurisdiction over the Premises. Without limiting the generality of the above provision, the Premises shall not be used for the treatment, storage, use or disposal of toxic or hazardous waste or substances, or any other substance, that is prohibited, limited or regulated by any governmental or quasi-governmental authority. Notwithstanding the foregoing, Tenant shall have the right to use ordinary cleaning supplies and solvents in the ordinary course of business. Tenant shall save Landlord harmless from any penalties, fines, costs,



expenses or damages resulting from failure so to comply. Tenant shall not do any act or follow any practice relating to the Premises which shall constitute a nuisance or detract in any way. Tenant's duties in this regard shall include making arrangements at Tenant's expense for the proper storage and timely disposition of garbage and refuse, ~~and allowing no noxious or offensive odors, fumes, gases, smoke, dust, steam or vapors, or any loud or disturbing noise or vibrations to originate in or emit from the Premises.~~ Tenant shall ~~save Landlord harmless from any claims, liabilities, penalties, fines, costs, expenses or damages resulting from the failure of Tenant to comply with the provisions of this Section.~~

LIMITS OF USE: Tenant shall not use the Premises for any purpose other than as a casual dining restaurant, or use or permit anything upon the Premises that will invalidate the insurance coverage on the Premises or increase the rate thereof, ~~in any manner deface or injure the improvements or any part thereof, overload the floors, or permit any objectionable noise or odor to escape, or to permit or create a nuisance, or in any way to injure the reputation of the property.~~

EXCLUSIVE USE: Landlord agrees not to lease space at the Property to any other similar casual, ~~restaurants serving primarily~~ *American-Greek style* ~~A similar menu~~. For this consideration, Tenant understands that the other existing tenants at the Property have Exclusive Use agreements as well, and Tenant shall not use the Premises for any purpose that directly competes with these existing users—Flying Saucer, Monterrey Mexican, Five Guys Burgers & Fries and Robert Jeffrey Salon. More specifically, Tenant may not 1) ~~have alcohol sales that exceed 30% of gross revenues for three (3) or more months in any given year,~~ 2) have a menu of primarily Mexican and/or Tex-Mex foods, 3) have a menu of primarily burgers and fries, and 4) operate a salon. *be primarily a bar and/or night club type operation.*

MAINTENANCE AND REPAIRS: Except for Landlord's maintenance responsibilities as provided below, Tenant shall, at Tenant's expense, at all times keep the Premises (interior and exterior) and appurtenances thereto in good order, condition and repair, clean, sanitary, and safe, including without limitation, the plumbing, wiring, electrical systems, heating systems, air conditioning systems, glass and plate glass, equipment and machinery constituting fixtures, and shall, in a manner satisfactory to Landlord, decorate and paint the Premises when necessary, to maintain at all times a clean and slightly appearance. Tenant's duty to maintain the heating and air conditioning systems shall specifically include the duty to enter into and maintain at Tenant's sole expense during the entire Term of this Lease a contract for the routine and periodic maintenance and regular inspection of such heating and air conditioning systems, the replacement of filters as recommended and the performance of other recommended periodic servicing in accordance with applicable manufacturer's standards and recommendations. In the event Tenant fails to perform any of its obligations as required hereunder, Landlord may, but shall not be required to, perform and satisfy same, with Tenant hereby agreeing to reimburse Landlord for the cost thereof promptly upon demand.

Landlord shall keep the exterior supporting walls, the foundation and roof of the Premises in reasonable repair, provided that Tenant shall promptly give Landlord written notice of the necessity for such repairs and provided that the damage thereto shall not have been caused by negligence or willful acts of Tenant, its officers, agents, employees, customers or invitees or those of its permitted assignees, subtenant (if approved by Landlord), licensees or concessionaires, in which event Tenant shall be responsible therefor. Landlord shall have no obligation to repair, maintain, alter, or perform any other acts with reference to the Premises or any part thereof, or any plumbing, heating, ventilation, electrical, air conditioning, or other mechanical installations therein.

SUBLEASE: Tenant shall not have the right to pledge or assign Tenant's leasehold interest or to sublease the Premises or any part thereof without written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Under no circumstances may any person or entity other than Tenant occupy the Premises on a permanent or long-term basis without written approval of Landlord.

TENANT'S PERSONAL PROPERTY: All personal property on the Premises shall be at the risk of the Tenant only, and Landlord shall not be liable for any damage thereto or theft thereof, nor shall Landlord

be liable for any damage to the persons or property of Tenant or other persons resulting from the act or neglect of any other person or occupant, lack of repair to any building improvement or any accident occurring in or about the Premises. Landlord shall not be required to maintain insurance coverage on any of Tenant's property.

CASUALTY: If the Premises is damaged or destroyed by fire or casualty to the extent that the Premises are unusable by Tenant and cannot be repaired or rebuilt from insurance proceeds within one hundred twenty (120) days from receipt of Insurance proceeds, Tenant may (1) immediately vacate the Premises, and (2) notify the Landlord in writing within fourteen days thereafter of its intention to terminate the Lease. Landlord shall also in such event have the right to notify Tenant of termination of the Lease within forty-five (45) days following such casualty unless Tenant agrees to rebuild as provided above. If the Lease is terminated, all rent shall be apportioned as of the date of the casualty. If neither party terminates this Lease Landlord shall immediately commence reconstruction of the Premises and Tenant of the Tenant Improvements, all of which shall proceed with all reasonable diligence and the rent shall abate until completion of said improvements.

PROPERTY DAMAGE: Tenant is responsible and agrees to pay and indemnify Landlord for and hold Landlord harmless from damage or injury caused or occasioned by act or neglect of Tenant, and any agent, servant, employee, contractor, guest, invitee, or licensee of Tenant or person under the control of Tenant.

DEFAULT: If default shall at any time be made by Tenant in the payment of rent hereby reserved, or any installment thereof or any other sum beyond five (5) days after written notice by Landlord following the date due Landlord hereunder, or if default, beyond thirty (30) days written notice of same by Landlord, shall be made in any of the other covenants, warranties or obligations, herein contained, or the leasehold interest be levied on under execution, or if the Tenant shall abandon the Premises, or seek protection or file under bankruptcy laws or be declared bankrupt or insolvent according to the law, or if any assignment of property of Tenant shall be made for the benefit of creditors, then and in any of said cases, the Landlord may at its option, at once, without notice to the Tenant or any other person terminate and cancel this Lease or reenter and remove all persons and properties from the Premises and dispose of such property as it deems fit, or both, all without resort to legal process and without being guilty of trespass or being liable for any damages caused thereby. If Landlord reenters the Premises, either with or without legal process, it may either terminate this Lease or, from time to time without terminating this Lease, make such alterations and repairs as may be necessary or appropriate to relet the Premises, and relet the Premises upon such terms and conditions as Landlord deems advisable without any responsibility on Landlord whatsoever to account to Tenant for any surplus rents collected. No retaking of possession of the Premises by Landlord shall be deemed as an election to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant at the time of reentry, but notwithstanding any such reentry or reletting without termination, Landlord may at any time thereafter elect to terminate for such previous default. In the event of an election of termination by Landlord, whether before or after reentry, Landlord may recover from Tenant damages including the costs of recovering and releasing Premises, including but not limited to, marketing/advertising costs, demolition and tenant improvements costs/allowances and leasing commissions, if any, associated with releasing the Premises. If any rent owing under this Lease is collected by or through an attorney, Tenant agrees to pay Landlord's reasonable attorney's fees to the extent allowed by applicable law. Upon the termination of this Lease at the option of the Landlord, or the expiration by lapse of time of the term hereby demised, the Tenant will at once surrender possession of the Premises to the Landlord and if such possession be not immediately surrendered, the Landlord may forthwith re-enter said Premises and repossess it thereof as of its former estate and remove all persons and effects therefrom, using such force as may be necessary, without being deemed guilty of any manner of trespass or forcible entry or detainer. The Tenant expressly waives the service of any notice of intention to terminate this Lease or to re-enter said Premises and waives the service of any demand for payment of rent or for possession, and waives the service of any and every other notice or demand prescribed by any statute or other law. No receipt of monies by the Landlord from the Tenant, after the termination in any way of this Lease, or after giving of any notice, shall reinstate, continue or extend the terms of this Lease or affect any notice given to the Tenant prior to

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the receipt of such money, it being agreed that after the service of notice or commencement of a suit, or after final judgment or possession of said Premises, the Landlord may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit or said judgment.

LANDLORD'S RIGHT OF ENTRY: Landlord's property manager and Landlord's officers and authorized employees, or any other party authorized by Landlord of whom Tenant has received prior notice and to whom Tenant has not objected, shall have the right to enter the Premises at all reasonable times and upon reasonable notice for the purpose of making repairs, making connections, installing utilities, providing services to the Premises or for any other tenant, making inspections or showing the same to prospective purchasers or lenders, or both; provided, however, that except in the case of an emergency, Landlord shall give Tenant reasonable prior written notice not less than two (2) days in advance of Landlord's intended entry upon the Premises. Further, during the last six (6) months of the Term (including the final six (6) months of the Term as extended in the event that Tenant exercises its option to extend for any one or more Extension Terms), Landlord and those persons authorized by it shall have the right at reasonable times and upon reasonable notice to show the Premises to prospective tenants.

SUBORDINATION AND ATTORNMEN: This Lease is subject and subordinate to any and all mortgages or other security instruments (collectively "Security Instruments") now or hereafter placed on the property of which the Premises are a part, and this clause shall be self-operative without any further instrument necessary to effect such subordination; however, if requested by Landlord, Tenant shall promptly execute and deliver to Landlord any such certificate or certificates reasonably acceptable to Landlord as Landlord may reasonably request evidencing subordination of this Lease to or the assignment of this Lease as additional security for any such Security Instruments. Provided, however, in each case the holder of any Security Instrument shall agree that this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as no default by Tenant shall then be subsisting under the terms of this Lease and that such holder or acquirer shall be bound hereby and responsible to perform all obligations of Landlord under this Lease. Provided such holder or acquirer shall so agree as provided in the preceding sentence, Tenant shall continue its obligations under this Lease in full force and effect notwithstanding any such default proceedings under a Security Instrument and shall attorn to the mortgagee, trustee or beneficiary of such Security Instrument, and their successors or assigns, and to the transferee under any foreclosure or default proceedings. Tenant will, upon request by Landlord, execute and deliver to Landlord or to any other person designated by Landlord, any instrument or instruments in form and content reasonably acceptable to Tenant evidencing its agreement to so attorn and perform under this Lease.

TRANSFER OF LANDLORD'S INTEREST: If Landlord shall sell, assign or transfer all or any part of its interest in the Premises or in this Lease to a successor in interest which expressly assumed the obligations of Landlord hereunder at the time of such transfer, then Landlord shall thereupon be released and discharged from all covenants and obligations hereunder, and Tenant shall look solely to such successor in interest for performance of all of Landlord's obligations; provided, however, to the extent Landlord's negligent or willful misconduct results in any loss or damage occurring prior to the date of transfer of Landlord's interest, Landlord shall remain liable for such loss or damage. Tenant's obligations and lease rights under this Lease shall in no manner be affected by Landlord's assignment hereunder, and Tenant shall thereafter attorn and look solely to such successor in interest as the Landlord hereunder.

ESTOPPEL CERTIFICATES: Within ten (10) days after a request by Landlord or ground Landlord of Landlord, Tenant shall deliver a written estoppel certificate, in form supplied by or acceptable to Landlord, certifying any facts that are then true with respect to this Lease, including, but not limited to, that this Lease is in full force and effect, that no default exists on the part of Landlord or Tenant, that Tenant is in possession, that Tenant has commenced the payment of rent, and that there are no defenses or offsets claimed by Tenant with respect to payment of rent under this Lease or, if such defense or offsets exist, setting forth the same.

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PROTECTION AGAINST LIENS: Tenant shall do all things necessary to prevent the filing of any mechanics', materialmen's or other types of liens whatsoever, against all or any part of the Premises by reason of any claims made by, against, through or under Tenant, including but not limited to, having all contractors sign an agreement prior to the commencement of any work, that such contractor will look solely to the Tenant for compensation for the work being performed. If any lien is filed against the Premises, Tenant shall either cause the same to be discharged of record within thirty (30) days after filing or, if Tenant, in its discretion and in good faith, determines that such lien should be contested, it shall furnish and post such security as may be necessary to release the Premises from such lien and prevent any foreclosure proceedings against the Premises during the pendency of such contest. If Tenant shall fail to discharge such lien within said time period or fail to furnish such security, then, Landlord may at its election, in addition to any other right or remedy available to it, discharge the lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Landlord acts to discharge or secure the lien, then Tenant shall immediately reimburse Landlord, for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) actually incurred by Landlord involving such lien together with interest on the total expenses and costs at the Default Rate.

LIEN OF LANDLORD: Landlord shall have, and Tenant hereby grants, a Landlord's lien and security interest in any furnishings, equipment, fixtures, inventory, accounts receivable or other personal property of any kind belonging to Tenant, or the equity of Tenant therein, on the Premises. The security interest is granted for the purpose of securing the payment of rent, other charges, assessments, penalties and damages herein covenanted, to be paid by Landlord hereunder. Upon Tenant's default or breach of any covenants of this Lease, Landlord shall have all the remedies available under the laws of the State of South Carolina, including, but not limited to, the right to take possession of the above mentioned property, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice to Tenant's last known address of the time and place of any public sale, or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase it. The proceeds from any such disposition, less any and all expenses connected with taking possession, holding and selling the property, shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law; the Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to the Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code. Any applicable statutory lien for rent is not herein waived, the security interest herein granted being in addition and supplementary thereto.

FORCE MAJEURE: In the event Landlord or Tenant shall be delayed, hindered or prevented from the performance of any act required hereunder, by reason of governmental restrictions, scarcity of labor or materials, strikes, fire, or any other reasons beyond their control, the performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended as necessary to complete performance after the delay period. However, the provisions of this Section shall in no way be applicable to the obligations of Tenant to pay, repay or reimburse any sums, monies, costs, charges or expenses owing under this Lease, including without limitation, Tenant's obligations to pay rent hereunder.

NOTICE: Service of notice between the parties shall be mailed or delivered to Tenant at 210 Algrave Way, Columbia, SC 29229 and/or the Premises. Notice to Landlord shall be given to **Jimmy Martin Realty Group, Inc.** c/o Shay Martin, 129 Big Thursday Court, Chapin, South Carolina 29036. Notice shall be effective when mailed by certified mail, postage prepaid, or when delivered if hand delivered.

INDEMNIFICATION: Tenant hereby covenants and agrees to indemnify, save and hold harmless the Landlord against any and all losses, damages and expenses of every kind and nature, incurred or sustained, including attorney's fees, because of or as a consequence of any act or omission of Tenant, its agents, servants, employees, contractors, guests, licensees and invitees, by reason of destruction, injury or damage to life, person or property, in or upon the Premises, or any portion thereof, or growing out of

Tenant's existence, use or occupancy, it being intended that Tenant shall indemnify Landlord, its agents, servants and employees, from any and all claims, suits, demands, actions, fines, injuries, damages and liabilities for which the Landlord could or might be held or claimed or alleged to be responsible or liable. The purpose of this Section is to insure full, complete and total indemnification by Tenant to the Landlord for liability to third parties for their personal injury and for damage to property and person, and this Section shall be so construed.

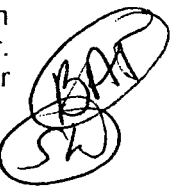
INSURANCE: (a) Required Coverage. Tenant covenants and agrees that Tenant will carry and maintain, at its sole cost and expense, the insurance required under subsections (a)(i) and (a)(ii) below. All such policies of insurance shall be issued in form acceptable to Landlord by insurance companies with a rating of not less than "A", if available, in the most current available "Best's Insurance Reports", and licensed to do business in the State of South Carolina. Throughout the Term of this Lease, Tenant shall carry and maintain the following types of insurance:

(i) Liability insurance in the Commercial General Liability form (or reasonable equivalent thereto) covering the Premises and Tenant's use thereof against claims for personal injury or death, property damage and product liability occurring upon, in or about the Premises, such insurance to be written on an occurrence basis (not a claims made basis), to be in limit amounts not less than \$1,000,000.00 per person, \$1,000,000.00 per claim and \$1,000,000.00 property damage, and to have general aggregate limits of not less than \$2,000,000.00 for each policy year. The insurance coverage required under this Subsection (a)(i) shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in the Indemnification Section of this Lease and, if necessary, the policy shall contain a contractual endorsement to that effect. The general aggregate limits under the Commercial General Liability insurance policy or policies must apply separately to the Premises and to Tenant's use thereof (and not to any other location or use of Tenant) and such policy shall contain an endorsement to that effect.

(ii) Insurance covering all of the items included in Tenant's leasehold improvements, heating, ventilating and air conditioning equipment, trade fixtures, merchandise and personal property from time to time in, on or upon the Premises, in an amount not less than ninety percent (90%) of their full replacement value from time to time during the Term, providing protection against perils included within the standard form of "all-risks" fire and casualty insurance policy, together with insurance against sprinkler damage, vandalism and malicious mischief.

(b) Policy Requirements. Each of Tenant's insurance policies required above shall: (i) name Landlord, as well as any mortgagee of Landlord, as an additional insured; (ii) provide that a certificate evidencing such insurance shall be delivered to Landlord prior to the Rental Commencement Date and thereafter within thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate; (iii) contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days notice in writing in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; and (iv) be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry. Notwithstanding the provisions of subparagraph (iii) of the preceding sentence, Tenant shall be responsible for providing Landlord with at least twenty-five (25) days notice in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance.

(c) Waiver of Subrogation. Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Premises and its contents arising from any risk covered by all risks fire and extended coverage insurance, and to the extent of recovery under valid and collectible policies of such insurance, provided that such waiver does not invalidate such policies or prohibit recovery thereunder. The parties hereto each, on behalf of their respective insurance companies insuring the property of either



Landlord or Tenant against any such loss, waive any right of subrogation that such insurers may have against Landlord or Tenant, as the case may be.

(d) Landlord's Insurance. Landlord shall maintain insurance for the Property including, but not limited to, liability and extended coverage against fire. Such coverage shall not include any furniture, furnishings, trade fixtures, equipment, machinery, inventory, merchandise or any personal property of Tenant in the Premises.

Tenant shall be liable for a pro rata share of this insurance premium. Tenant's pro rata share shall be calculated in the same manner as CAM. Tenant will make monthly payments to Landlord based on the current year policy, which payments shall be adjusted upon the annual renewal of the policy, currently in September. Such payments will be due on the same date as specified for the rent with the same default terms. Based on the September 2009-September 2010 policy, current payments are \$0.36 per square foot which equates to \$72.68 per month.

LEASING COMMISSION: Landlord and Tenant represent and warrant each to the other that they have not dealt with any broker or other person that may claim any entitlement to any commission in connection with this transaction. Landlord and Tenant agree to indemnify and save each other harmless from and against any and all claims, suits, liabilities, costs, judgments and expenses, including reasonable attorneys' fees, for any leasing commissions or other commissions, fees, charges or payments resulting from or arising out of their respective actions in connection with this Lease.

LANDLORD LIABILITY: No owner of the Premises, whether or not named herein, shall have liability after it ceases to hold title to the Premises, except for obligations which may have theretofore accrued. Neither Landlord nor any officer, director, shareholder, partner or principal, whether disclosed or undisclosed, of Landlord shall be under any personal liability with respect to any of the provisions of this Lease, and if Landlord is in breach or default with respect to Landlord's obligations or otherwise under this Lease, Tenant shall look solely to the equity of Landlord in the Premises for the satisfaction of Tenant's remedies.

SURRENDER OF PREMISES: At the expiration or earlier termination of the Term of this Lease, Tenant shall surrender the Premises and, subject to the terms of this Lease, all improvements, furnishings, alterations and additions, and keys therefor to Landlord, clean and neat, and in the same condition as at the Rental Commencement Date, natural wear and tear only excepted.

ENVIRONMENTAL MATTERS:

(a) Compliance with Environmental Laws. Tenant hereby warrants and represents that all of its respective activities on the Premises, during the course of this Lease will be conducted in material compliance with all applicable and enforceable federal, state, and local laws, regulations, orders, permits, ordinances, and the like concerning protection of human health and/or the environment ("Environmental Laws"). Tenant warrants and represents that its use of the Premises and conduct of its business therein will be in compliance with all applicable Environmental Laws and that there are no pending or threatened notices of deficiency, notices of violation, orders, or judicial or administrative actions involving alleged violations by Tenant of any Environmental Laws with respect to the Premises. Tenant, at Tenant's sole cost and expense, shall be responsible for obtaining all permits or licenses or approvals under Environmental Laws necessary for Tenant's operation of its business on the Premises and shall make all notifications and registrations required by any applicable Environmental Laws. Tenant, at Tenant's sole cost and expense, shall at all times comply with the terms and conditions of all such permits, licenses, approvals, notifications and registrations and with any other applicable Environmental Laws. Tenant warrants that it has obtained or will obtain all such permits, licenses or approvals and made or will timely make all such notifications and registrations required by any applicable Environmental Laws necessary for Tenant's operation of its business on the Premises. Tenant shall not cause or permit any Hazardous Substances (as hereinafter defined) to be brought upon, kept or used in or about the Premises, except for ordinary cleaning supplies and solvents used in the ordinary course of business. In the event that it is

BAT
SK

necessary for Tenant to cause or permit any Hazardous Substances (other than ordinary cleaning supplies and solvents) to be brought upon, kept or used in or about the Premises, Tenant shall obtain Landlord's written consent and if Landlord grants such consent, Tenant shall not cause or permit the release of any Hazardous Substances on, about, beneath or above the Premises. If any release does occur, Tenant shall (i) immediately take all necessary steps to contain, control and clean up such release and any associated contamination, (ii) notify Landlord, and (iii) take any and all other action which may be required by any Environmental Laws, governmental agencies, and/or Landlord.

(b) **Indemnity.** Tenant shall indemnify Landlord and hold Landlord harmless from and against any and all expense, loss and liability suffered by Landlord, with the sole exception of those expenses, losses, and liabilities arising solely from Landlord's own negligence or willful act, by reason of Tenant's improper (regardless of whether accidental, intentional, or negligent) storage, generation, handling, treatment, transportation or disposal (or arrangement for transportation or disposal) of any Hazardous Substances, or by Tenant's breach of any of the provisions of this Section including, without limitation, (i) any and all expenses that Landlord may incur to comply with any Environmental Laws as a result of Tenant's failure to comply therewith; (ii) any and all costs that Landlord may incur in studying or remedying any contamination at or arising from the Premises; (iii) any and all costs that Landlord may incur in studying, removing, disposing or otherwise addressing any Hazardous Substances; (iv) any and all fines, penalties or other sanctions assessed upon Landlord by reason of Tenant's failure to comply with Environmental Laws; and (v) any and all legal and professional fees and costs incurred by Landlord in connection with the foregoing. The indemnity contained herein shall survive the termination or expiration of this Lease.

(c) **Hazardous Substances; Contamination.** The term "Hazardous Substances" as used herein means any hazardous or toxic substance or waste as those terms are defined by any applicable federal or state law or regulation (including, without limitation, the Comprehensive Environmental Recovery Compensation and Liability Act, 42 U.S.C. 9601 et. sec. and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. sec.) and petroleum products and oil. The term "Contamination" as used herein means the uncontained or uncontrolled presence of or release of Hazardous Substances into any environmental media and into or on any portion of the Premises so as to require remediation, cleanup or investigation under any applicable Environmental Law.

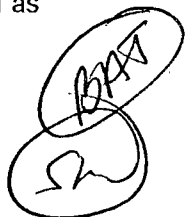
NATURE AND EXTENT OF AGREEMENT: This Lease, together with all exhibits hereto, contains the complete agreement of the parties concerning the subject matter, and there are no oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Lease creates only the relationship of landlord and tenant between the parties, and nothing herein shall impose upon either party any powers, obligations or restrictions not expressed herein. This Lease shall be construed and governed by the laws of the State of South Carolina.

BINDING EFFECT: This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. This Lease may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

CAPTIONS AND HEADINGS: The captions and headings in this Lease are for convenience and reference only, and they shall in no way be held to explain, modify, or construe the meaning of the terms of this Lease.

SEVERABILITY: If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Lease or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall remain valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties have caused this Lease to be duly executed and sealed as of the 26th day of August, 2010.

Handwritten signature and initials in the bottom right corner, consisting of a large, stylized 'B' and 'S' or similar characters.

WITNESSES:

Paul Velh

Paul Velh

LANDLORD:

Jimmy Martin Realty Group, Inc.

By:

TENANT:

By:

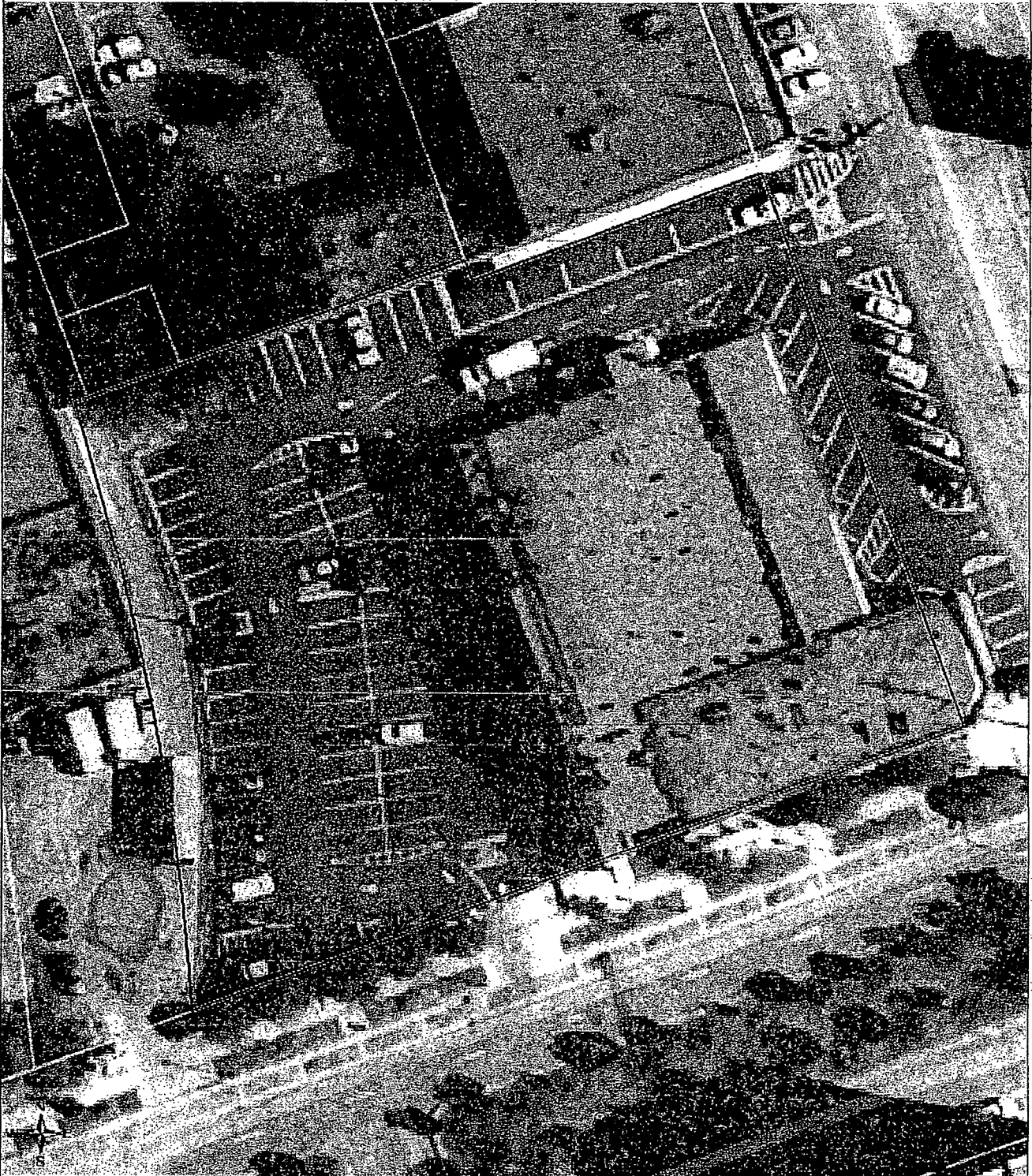
Jason G. Perdakis, individually

By:

Beth A. Thompson, individually

EXHIBIT A

Richland County Map



COPYRIGHT 2009, RICHLAND COUNTY GIS



DISCLAIMER: THIS IS A PRODUCT OF THE RICHLAND COUNTY GIS DEPARTMENT. THE DATA DEPICTED HERE HAVE BEEN DEVELOPED WITH EXTENSIVE COOPERATION FROM OTHER COUNTY DEPARTMENTS, AS WELL AS OTHER FEDERAL, STATE AND LOCAL GOVERNMENTS AGENCIES. RICHLAND COUNTY EXPRESSLY DISCLAIMS RESPONSIBILITY FOR DAMAGES OR LIABILITY THAT MAY ARISE FROM THE USE OF THIS MAP.

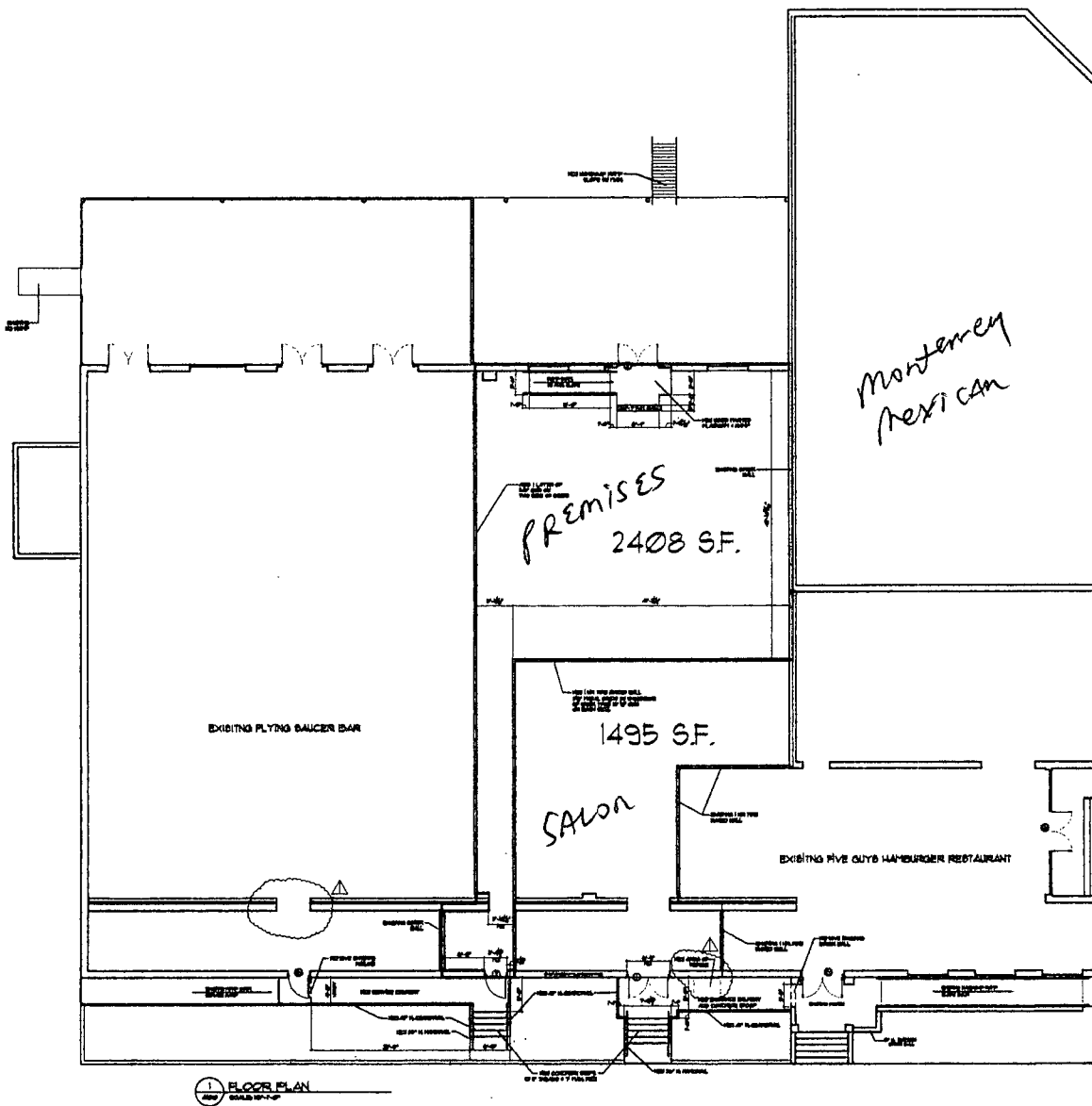


Handwritten initials: SN and BAA, each circled.

13 of 15

EXHIBIT A

11/18/07

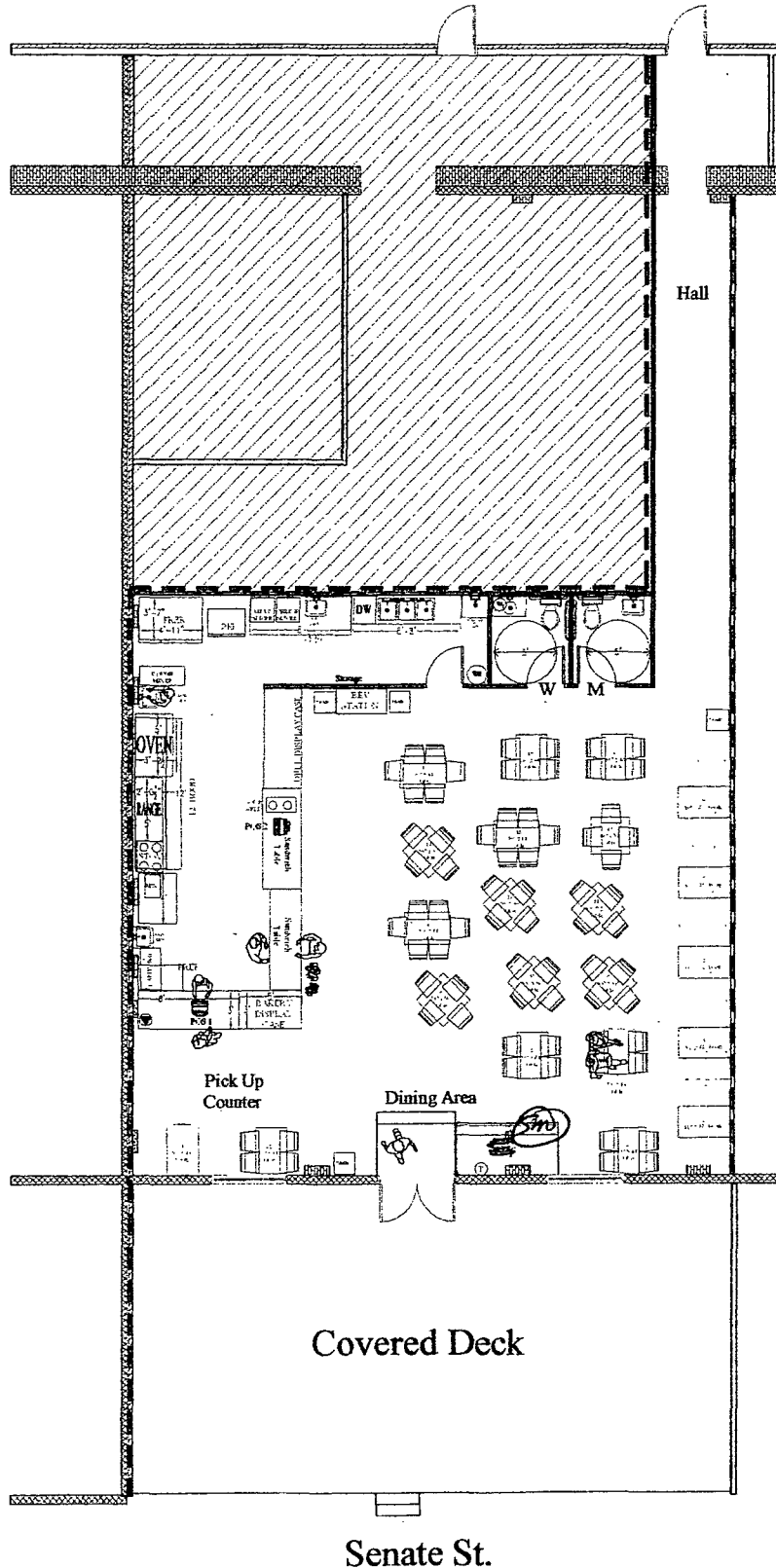


11/18/07	REV	DATE	BY	APP	DESCRIPTION
REVISIONS THIS DRAWING AND THE DESIGN SHOWN THEREON ARE THE PROPERTY OF SHERER & ASSOCIATES, LLC. THE REPRODUCTION, COPYING, OR USE OF THIS DRAWING WITHOUT THEIR WRITTEN CONSENT IS EXPRESSLY PROHIBITED.					
Sherer & Associates, LLC ARCHITECTS Deposit Building 800 Gervais St., Suite 200 Columbia, SC 29201 Phone: 803.779.8031 Fax: 803.779.2343 sscherer@shererarch.com					
DRAWN BY: KAC		CHECKED BY: KAC			
DESIGNED BY: KAC		PROJECT TITLE: 931 SENATE ST. UPPIT			
SHEET TITLE: FLOOR PLAN		DATE: 11/18/07			
SHEET NO. A100		1 OF 2 SHEETS			

EXHIBIT A

PAUL'S PHILADELPHIA EATERY, LLC

931-A Senate St, Columbia, SC, 29201



BKT
SN

Wednesday, November 28, 2007 12:59:49 PM

Prepared by
D² SQUARED CONSULTING INC.
1432 D Avenue
West Columbia, SC, 29169
t-803-622-9037
f-877-651-9982
www.dsquaredconsulting.com



This information is believed to be accurate. We are not responsible for misstatements of fact, errors or omissions, prior sale, change of price or withdrawal from the market without notice.

This drawing and design in paper and electronic format are the property of Paul's Philadelphia Eatery, LLC. Any use of the drawing, design or electronic file without written consent from Paul's Philadelphia Eatery, LLC is subject to legal action. All Copyrights Apply.

Prepared for Paul's
Philadelphia Eatery, LLC
Paul & Abigail Vella
t - 803-276-9406
f - 866-556-1127

Page 1 of 8
Space Plan

15 of 15

Aug 27 10 09:06a
Aug 26 10 11:59a

Pauline Y. Perdakis
Shay Martin

603-424-7361
(803) 345-1229

p.13

WITNESSES:

Paul J. Velt

Paul J. Velt

LANDLORD:

Jimmy Martin Realty Group, Inc.

By: Shay Martin, Secretary

TENANT:

By: Jason B. Perdakis

Jason B. Perdakis, individually

By: Beth A. Thompson

Beth A. Thompson, individually

EXHIBIT 2

FORM 4

JUDGMENT IN A CIVIL CASE

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

CASE NUMBER: 11-CP-40-4725Jimmy Martin Realty Group, Inc.Jason L. Erdikis

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☒ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

Verdict for the plaintiff. Parties have ten days to file post-trial motions.

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order: _____

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge L. M. MartinJudge Code 2061Date 5/17/12

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 2012 and a copy mailed first class or placed in the appropriate attorney's box on this 18th day of May, 2012 to attorneys of record or to parties (when appearing pro se) as follows:

Thomas W. Bunch II
Page M. Falish

ATTORNEY(S) FOR THE PLAINTIFF(S)

Mark Whitlark
Christopher Leonard

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter Crystal HolmesClerk of Court Jeanette W. McBride

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

JIMMY MARTIN REALTY)
GROUP, INC.)

Plaintiff)

vs.)

JASON G. PERDIKIS and)
BETH A. THOMPSON d/b/a)
THE BIG UGLY)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

C/A NO: 2011-CP-40-04725

VERDICT FORM

RICHLAND COUNTY
FILED
2012 MAY 18 AM 9:06
JEANETTE W. McBRIDE
C.C.P. & G.S.

1. Did the Defendants breach the lease agreement?

☒ Yes

☐ No

[Signature]
FOREPERSON

5/17/12
DATE

SCANNED

EXHIBIT 3

From: Chris Leonard [Chris@KendrickLeonard.com]
Sent: Friday, July 20, 2012 9:14 AM
To: Thomas W. Bunch, II
Subject: Jimmy Martin Realty Group v. Perdakis & Thompson

Tommy-

I hope you're doing well. I wanted to reach out to you to see if there was a way to avoid an appeal in this case. My client understands there is a good chance they might lose on appeal. That being said they are still very committed to seeing this case to the very end. Would your client be willing to give them one year to find a new place to move and close down shop in their current location? This would save the costs of the appeal and would take away the uncertainty for both parties. Please discuss this with your client and let me know if they are willing to entertain the idea.

-Chris Leonard

Chris Leonard
Chris@KendrickLeonard.com
KENDRICK & LEONARD, P.C.
1916 Barnwell Street
Columbia, SC 29204
(803) 667-3186 (office)
(803) 386-9529 (cell)

EXHIBIT 4

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

Civil Action No: 2011-CP-40-4725

Jimmy Martin Realty Group, Inc.,
Plaintiff

vs.

Jason G. Perdakis and Beth A. Thompson
d/b/a The Big Ugly

Defendant.

ORDER

FILED
2012 SEP 19 AM 11:37
RICHLAND COUNTY
CLERK OF COURT
J. M. PERDIE

On September 6, 2012 counsel for all parties appeared before me on Defendants' Motion to Set an Appeal Bond in order to stay enforcement of the Writ of Ejectment.

IT APPEARS THAT:

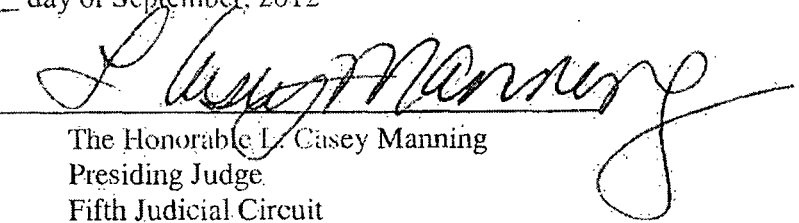
1. Defendants violated the lease entered into with the Plaintiff.
2. There was testimony about ongoing lease violations and issues regarding the premises.
3. Plaintiff offered testimony about damages and costs that would occur during the appeal of the jury verdict.
4. An appeal in an ejectment case will not stay ejectment unless at the time of appealing the tenant shall give an appeal bond as in other civil cases for an amount to be fixed by the magistrate and conditioned for the payment of all costs and damages which the landlord may sustain thereby. S.C. Code 27-37-130.
5. The amount of bond is a matter of sound discretion for the Court. *See, United Dominion Realty Trust v. Wal-Mart Stores*, 307 S.C. 102, 413 S.E.2d 866 (Ct. App. 1992).

THEREFORE, having considered the matter, testimony of the witnesses, and the obligations of this Court under S.C. Code Ann. 27-37-130, the Court sets bond at **\$25,000.00** to be posted on or

before September 27, 2012. Defendants shall undertake to pay the periodic rent hereinafter due according to the lease agreement plus \$25,000.00 for cost and this Court stays the execution on judgment for ejectment until this matter is heard on appeal and decided by the South Carolina Court of Appeals.

Upon execution of the above bond, execution on the judgment of ejectment is hereby stayed until the action is heard on appeal and decided by the South Carolina Court of Appeals. If Defendants fail to make any rental payment within five days of the due date, upon application of Plaintiff, the stay of execution shall be lifted, the appeal by the Defendants to the South Carolina Court of Appeals on issues dealing with possession must be dismissed and the sheriff may dispossess the Defendant.

AND IT IS SO ORDERED this 19 day of September, 2012


The Honorable L. Casey Manning
Presiding Judge
Fifth Judicial Circuit

Columbia, South Carolina

EXHIBIT 5



**Jimmy Martin Realty Group, Inc.
129 Big Thursday Court
Chapin, SC 29036**

Jay Martin, President
(803) 356-4539
(803) 356-0981 Fax
(803) 760-2434 Mobile
jmartin6@sc.rr.com

Shay Martin, Secretary
(803) 345-1229
(803) 345-1229
(803) 414-7705
shaym@sc.rr.com

VIA CERTIFIED MAIL

February 5, 2013

Mr. Jason G. Perdikis
Mrs. Beth A. Thompson
210 Algrave Way
Columbia, SC 29229

Lease Agreement dated August 26, 2010 ("Lease") between Jimmy Martin Realty Group, Inc. ("Landlord"), and Jason G. Perdikis and Beth A Thompson ("Tenants") for property at 931-A Senate St., Columbia, S.C. ("Premises")

Dear Mr. Perdikis and Mrs. Thompson:

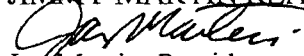
I have enclosed an invoice for your share of the 2012 real estate taxes that is more than 30 days past due. You were sent this invoice in mid-December 2012. I am enclosing a spreadsheet showing how your balance due was calculated based on the 2012 tax bill and on the monthly real estate tax payments you made during 2012.

Additionally, I have enclosed an invoice for additional trash clean up required around your dumpster area. You were informed on October 23, 2012 that locks were required to be in place on all dumpsters on the property. Further, you were informed that you were responsible for all your trash until it left the property, and if we had to clean up any trash around your dumpster, you would have to pay a clean-up fee. Again, on January 30, 2013, you were put on notice that you were found not complying with this requirement and had until February 1 to comply. I am enclosing pictures showing your unlocked dumpster and the trash we had to clean up. This letter serves as your five day notice for payment. Please remit both payments within five days of receipt of this letter to avoid further action.

The Landlord preserves all other rights under the Lease and at law, even if not demanded herein, including the verdict rendered in Richland County. This demand is not a waiver of any other defaults under the Lease. As long as you continue to occupy the premises, you are expected to strictly comply with the Lease.

Sincerely,

JIMMY MARTIN REALTY GROUP, INC.


Jay Martin, President

Invoice

Invoice Date:
Feb 6, 2013

Page:
1

Ship to:

	Subtotal	50.00
	Sales Tax	
	Total Invoice Amount	50.00
Check/Credit Memo No:	Payment/Credit Applied	
	TOTAL	50.00

Lexington, SC 29012
USA

Jan 1, 2013

Voice: 803-760-2434

Page:

Fax:

1

Duplicate

Sold To:

The Big Ugly
931-A Senate Street
Columbia, SC 29201

Ship to:

Customer ID		Customer PO		Payment Terms	
The Big Ugly				C.O.D.	
Sales Rep ID		Shipping Method		Ship Date	Due Date
		US Mail			1/1/13
Quantity	Item	Description		Unit Price	Extension
		balance real estate tax 2012			52.69

Subtotal 52.69

Sales Tax

Total Invoice Amount 52.69

Payment/Credit Applied

TOTAL 52.69

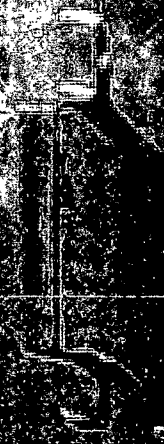
Check/Credit Memo No.

Estate Taxes	931 Senate St.			Total Pmts.		Mo. Pmts.	
	Square Feet	Pro rata %	Annual Tax	Received	Balance Due	Received \$	# pmts.
icer	5,336	33.35%	\$9,309.40	\$9,192.60	\$116.80	\$766.05	12
y	3,982	24.89%	\$6,947.16	\$6,860.04	\$87.12	\$571.67	12
	2,987	18.67%	\$5,211.24	\$5,145.84	\$65.40	\$428.82	12
gly	2,408	15.05%	\$4,201.09	\$4,148.40	\$52.69	\$345.70	12
ffrey Salon	1,287	8.04%	\$2,245.35	\$2,207.16	\$38.19	\$183.93	12
	16,000	100.00%					
		TOTAL	\$27,914.25		\$360.21		

✓
NOTICE
PLEASE
RECYCLE

BU

WEDNESDAY
MAY 13 1992
10:30 AM







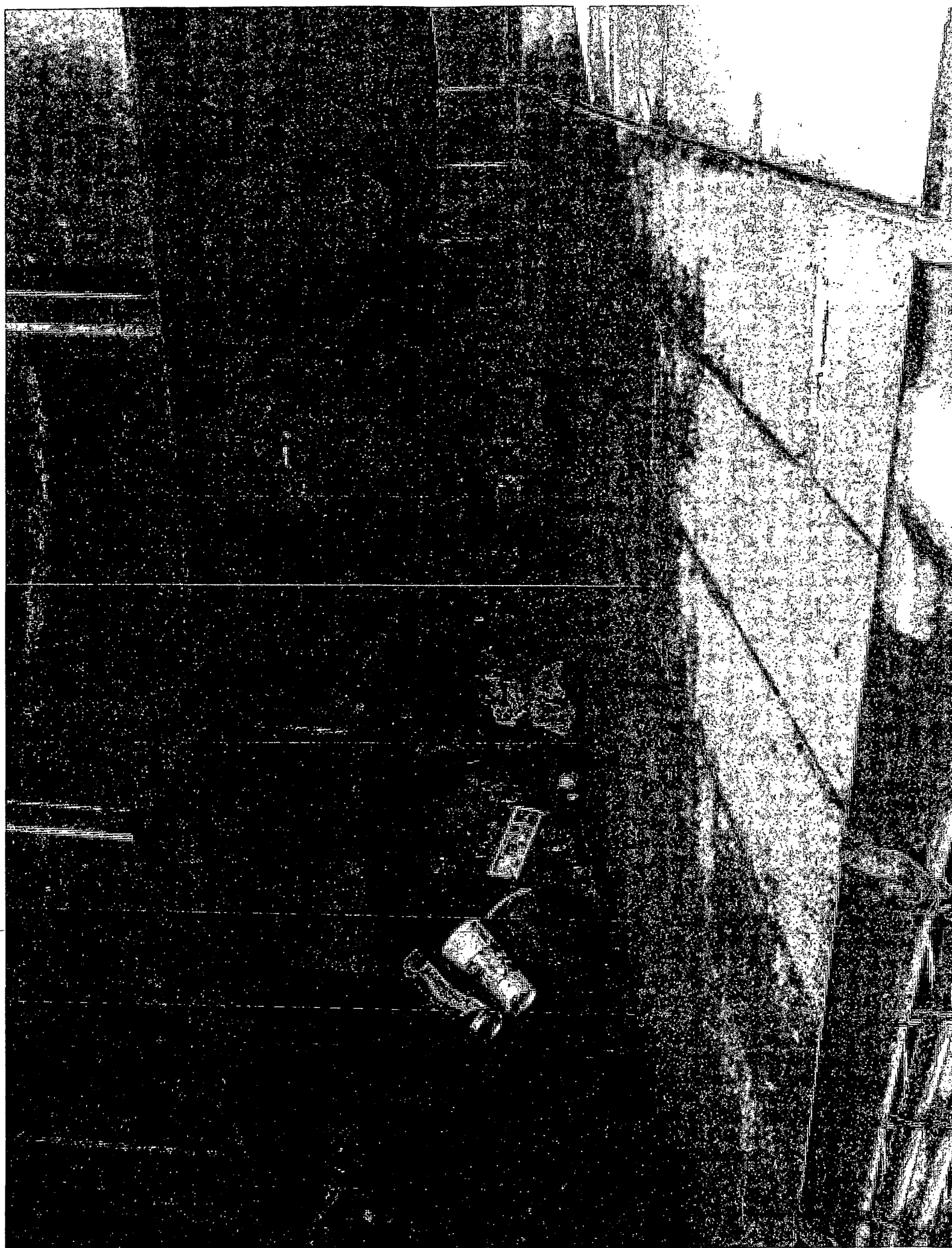


EXHIBIT 6

From: Jay Martin
Sent: Wednesday, January 30, 2013 2:17 PM
To: 'Shay'; 'Troy Jenkins'; 'Cris Magnana'; 'jason perdikis'; 'Beth Thompson'
Subject: RE: dumpsters and surrounding area

Gentlemen,

After inspection of the dumpster area today we found the locks to be missing from all but the Five Guys dumpster. Also a considerable amount of garbage in and around all unlocked cans. Please have your area cleaned and your locks replaced immediately. I will re-inspect on Friday February the first. If your area is not clean I will have the area cleaned and send the appropriate party the bill. Keeping your dumpster area clean is your responsibility. The trash and garbage you create is your responsibility until it leaves the property. This area is not part of the common area expenses.

We started implementing securing the cans over 90 days ago. We feel this is more than ample time to train your employees. Please help us in keeping this area clean. I will follow this email with a phone call to each tenant.

Thank you for your attention to this matter,

Jay Martin
President
Jimmy Martin Realty Group Inc.
132 Turnberry Lane
Lexington SC 29072
email jmartin6@sc.rr.com
cell 803-760-2434

From: Shay [<mailto:shaym@sc.rr.com>]
Sent: Tuesday, October 23, 2012 8:23 PM
To: Troy Jenkins; Jay Kikel; Cris Magnana; jason perdikis; Beth Thompson
Cc: Jay Martin
Subject: Re: dumpsters and surrounding area

Gentlemen,

The dumpster locks were put in place by 11am this morning, but apparently resulted in a great deal of confusion. I personally went in to each business (except Big Ugly who I emailed instructions) and spoke with the manager on duty and demonstrated how the locks worked, explained where the locks were located and provided the manager with the combination. Unfortunately, I did not notice until today that one of the Five Guys dumpster doors was not properly equipped to handle a lock, so one door remains unlocked until we can get AWS back out.

For some reason, this information did not make it to the necessary staff and by 5 pm, Monterrey's employees had dumped their trash in Five Guys dumpster because the employees told Five Guys that their dumpsters were locked and they didn't know the combination. Flying Saucer employees dumped their garbage outside their dumpster because they had not been told the dumpsters were locked and given their combination. Not sure why these employees did not go back inside and tell the manager on duty about the situation before taking these actions, but regardless, they didn't.

Please, make sure your staff knows the new procedure with the locks and the combination. The locks are to be used at all times—no exceptions. We do not want to get to the point where we have to start charging a clean-up fee to the individual business that doesn't properly dispose of its trash, maintain its dumpster, and keep the surrounding area clean.

Thanks for your help and understanding,

Shay Martin
Jimmy Martin Realty Group, Inc.
129 Big Thursday Court
Chapin, SC 29036
(803) 414-7705
shaym@sc.rr.com

From: Shay
Sent: Monday, October 22, 2012 10:49 AM
To: Shay ; Troy Jenkins ; Jay Kikel ; jason perdikis ; Cris Magnana
Cc: Jay Martin
Subject: Re: dumpsters and surrounding area
more pictures

From: Shay
Sent: Monday, October 22, 2012 10:02 AM
To: Shay ; Troy Jenkins ; Jay Kikel ; jason perdikis
Cc: Jay Martin
Subject: Re: dumpsters and surrounding area

From: Shay
Sent: Monday, October 22, 2012 9:50 AM
To: Troy Jenkins ; Jay Kikel ; jason perdikis
Cc: Jay Martin
Subject: dumpsters and surrounding area
Gentlemen,

As you can see from the attached pictures, we continue to have a problem with trash outside the dumpsters. No one business is to blame. The issue is due to various factors including transients, but ultimately each business is responsible for its trash until it leaves the Property, not just until it enters the dumpster area.

In an effort to assist with this issue, we engaged AWS (Allied Waste) to install locking mechanisms on the top and sides of each container. We have purchased locks to install on these 3 areas and will be delivering/installing the locks tomorrow. Each lock has a "rolling combination" using letters (instead of numbers) on the bottom of the lock, which can be easily changed if needed. <http://www.masterlocks.com/product/no-175-resettable-combination-padlocks.1414.145.htm> We have set the locks with an initial combination for you and will provide each of you with your individual combination. The locks, if used at all times, should solve the problem with transients and trash coming out the containers when being dumped by AWS. AWS has told us that its drivers can dump the containers with the locks (locked) in place and that the weight of the trash will open the top for the trash to dump into their trucks.

Please be considerate of your neighbors and properly train your employees to use these locks and to keep the sides and top locked at all times, except for the brief times they are dumping trash into the container. Please have your staff close the gates after use as well. If on a given day, your staff is not able to get all your trash in your container, please have your staff come out first thing the next day to see if your container has been dumped and if the trash can be put in

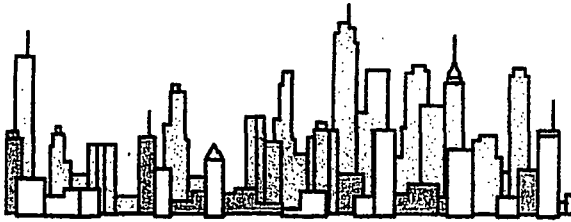
your container. If this problem occurs often, please contact AWS and add additional days of service as needed. Finally, if you think the trash outside your container was caused by AWS, please contact them to complain and ask for them to come out and clean up.

We realize that many of the causes of this issue have been extremely difficult to monitor and avoid up to this point, but we are told by AWS that the locking mechanisms do work, if used. Please feel free to contact Jay or me with any questions or concerns you have. Thanks for your help and understanding with this matter.

Sincerely,

Shay Martin
Jimmy Martin Realty Group, Inc.
129 Big Thursday Court
Chapin, SC 29036
(803) 414-7705
shaym@sc.rr.com

EXHIBIT 7



129 Big Thursday Court
Chapin, SC 29036

Jay Martin, President
(803) 356-4539
(803) 356-0981 Fax
(803) 760-2434 Mobile
jmartin6@sc.rr.com

Shay Martin, Secretary
(803) 345-1229
(803) 345-1229
(803) 414-7705
shaym@sc.rr.com

VIA CERTIFIED MAIL

January 14, 2013

Mr. Jason G. Perdikis
Mrs. Beth A. Thompson
210 Algrave Way
Columbia, SC 29229

Lease Agreement dated August 26, 2010 ("Lease") between Jimmy Martin Realty Group, Inc. ("Landlord"), and Jason G. Perdikis and Beth A Thompson ("Tenants") for property at 931-A Senate St., Columbia, S.C. ("Premises")

Dear Mr. Perdikis and Mrs. Thompson:

The Lease between Tenants and Landlord for the Premises states, "If Tenant is in default under this Lease more than two (2) times within any twelve-month period, irrespective of whether or not such default is cured, then, without limiting Landlord's other rights and remedies provided for in this Lease or at law or equity, the Security Deposit shall automatically be increased by an amount equal to two (2) times the original Security Deposit, which shall be paid by Tenant to Landlord forthwith on demand." Tenant has been in default for late payment of rent five (5) times over the twelve (12) months. Further, within the past twelve (12) months, Tenant has been in default for not providing proof of insurance and an HVAC maintenance agreement within 30 days of notice. Therefore, per the Lease, the Security Deposit shall automatically increase by amount equal to two (2) times the original amount (\$5,000.00), which Landlord demands Tenant pay, forthwith.

The Landlord preserves all other rights under the Lease and at law, even if not demanded herein, including the verdict rendered in Richland County. This demand is not a waiver of any other defaults under the Lease. As long as you continue to occupy the premises, you are expected to strictly comply with the Lease.

Sincerely,

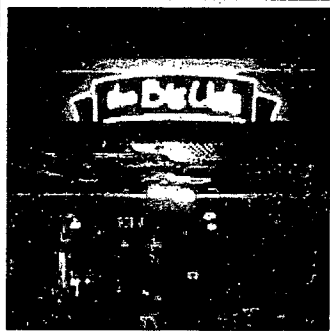
JIMMY MARTIN REALTY GROUP, INC.


Shay Martin, Secretary

EXHIBIT 8

2

Search for people, places and things



The Big Ugly

1,449 likes · 48 talking about this · 5,129 were here

Like

Restaurant · Add A Category
931 Unit A Senate St., Columbia, SC.
(803) 834-5496

⌚ Today 4:00 pm - 2:00 am

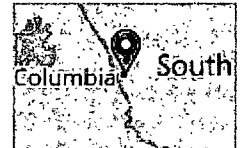
About – Suggest an Edit



Photos

1,449

Likes



Map

Highlights

Post

Photo / Video

Write something...

Share

**The Big Ugly**

March 2

Columbia! Come join us for the best party in the city! DJ Chad will be on about 9:45. And again thank you to all of you who come out and support us!!!!

Like · Comment · Share

2 people like this.

Write a comment...

Recent Posts by Others on The Big Ugly

**Andy Coggins**

Awesome time last night
March 3 at 11:55pm

**Kelsey Hennighan**

Thanks guys for a hell of a new year!
1 · January 2 at 1:38pm

**Eva Flo Harrison**

I hope we get to see you christmas, if r
December 21, 2012 at 2:38pm

**Study Breaks Dan**

Love this place!
December 4, 2012 at 2:52pm

More Posts

Chat (Off)



2

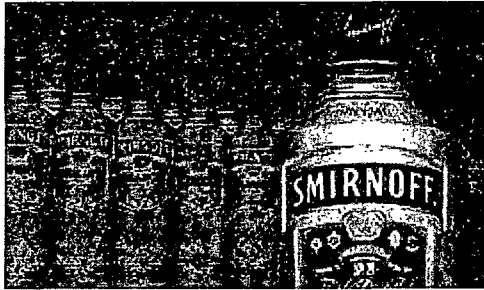
Search for people, places and things

Recommendations

**The Big Ugly**

February 28

Come joining us tonight for our new specials!!!! All smirnoff Flavors are just \$2.00!!! Lets get a little head start to summer with some Smirnoff warmth!!!



Like · Comment · Share

2

3 people like this.



Write a comment...

**The Big Ugly**

February 27

Get ready for some new drink specials this Thursday!!!!

Like · Comment · Share

13 people like this.



Write a comment...

**The Big Ugly**

February 15

Tonight! Join us for some great entertainment with DJ Chadly D! He starts around 9:45. Also we have two great drink specials! 3.50 Jack Daniels and 3.00 Jim beam

Like · Comment · Share

4 people like this.



Write a comment...

Write a recommendation...

**Ferdinando Acerra**<https://facebook.com/AcerraMMA>

about 4 months ago

**Diego Laroque**

Diego approves

over a year ago

**Michael Robinson**

Big thanks to these guys for sponsoring
over a year ago

See More

Likes

**Experience Columbia, SC**

2 friends also like this.

**SuddenValues**

Website

**Congaree Vista Guild**

Local Business

**Free Times**

Public Figure

**Papa String Band**

Musician/Band

**The Big Ugly**

February 16

Columbia! Come join us for the best part will be on about 9:45. And again thank you come out and support us!!!!

Like · Comment · Share

4 people like this.



Write a comment...

**The Big Ugly**

February 14

Chat (Off)

Activity 2 March	Search for people, places and things	
People Who Like This	Visits	Hello Columbia! Come spend your Valentine's Day with us! We have great Vodka and Bourbon specials & more. Join us for the most exciting Thursday night in town!! Lets get it on!
8	8	Like · Comment · Share
		4 people like this.
		 Write a comment...

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EXHIBIT 9

Search for people, places and things



The Big Ugly

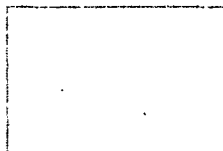
1,456 likes · 24 talking about this · 5,174 were here

Like

Restaurant · Add A Category
931 Unit A Senate St., Columbia, SC.
(803) 834-5496

Today 4:00 pm - 2:00 am

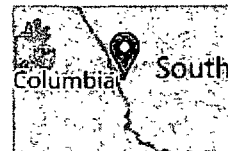
About – Suggest an Edit



Photos

1,456

Likes

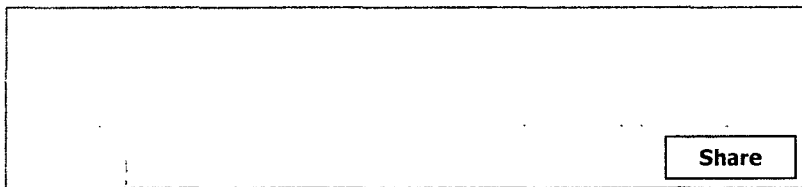


Map

Highlights

Post

Photo / Video



Share



The Big Ugly
March 7

Come joining us tonight for our new specials!!!! All smirnoff Flavors are just \$2.00!!! They went over great last week so we are keeping them going!!

Like · Comment · Share

4 people like this.

Write a comment...

Recent Posts by Others on The Big Ugly



Katie Nicole Johnston

come out to see me and the crew tonig
2 · 2 · Saturday at 6:36pm



Andy Coggins

Awesome time last night
March 3 at 11:55pm



Kelsey Hennighan

Thanks guys for a hell of a new year!
1 · January 2 at 1:38pm



Eva Flo Harrison

I hope we get to see you christmas, if r
December 21, 2012 at 2:38pm

More Posts

Chat (Off)



Search for people, places and things

Recommendations

**The Big Ugly**

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Like · Comment · Share

2 people like this.



Write a comment...

Write a recommendation...

**Ferdinando Acerra**

<https://facebook.com/AcerraMMA>
about 4 months ago

**Diego Laroque**

Diego appoves
over a year ago

**Michael Robinson**

Big thanks to these guys for sponsoring
over a year ago

See More

**The Big Ugly**

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Like · Comment · Share

2

3 people like this.



Write a comment...

Likes

**Five Points**

Community & Government

**Congaree Vista Guild**

Local Business

**Papa String Band**

Musician/Band

**Carolina Elite Bar Services**

Community

**Free Times**

Public Figure

**The Big Ugly**

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Like · Comment · Share

4 people like this.



Write a comment...

**The Big Ugly**

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Get ready for some new drink specials th

Like · Comment · Share

13 people like this.



Write a comment...

**The Big Ugly**

February 15

Chat (Off)

Search for people, places and things

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Like · Comment · Share

4 people like this.



Write a comment...

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EXHIBIT 10

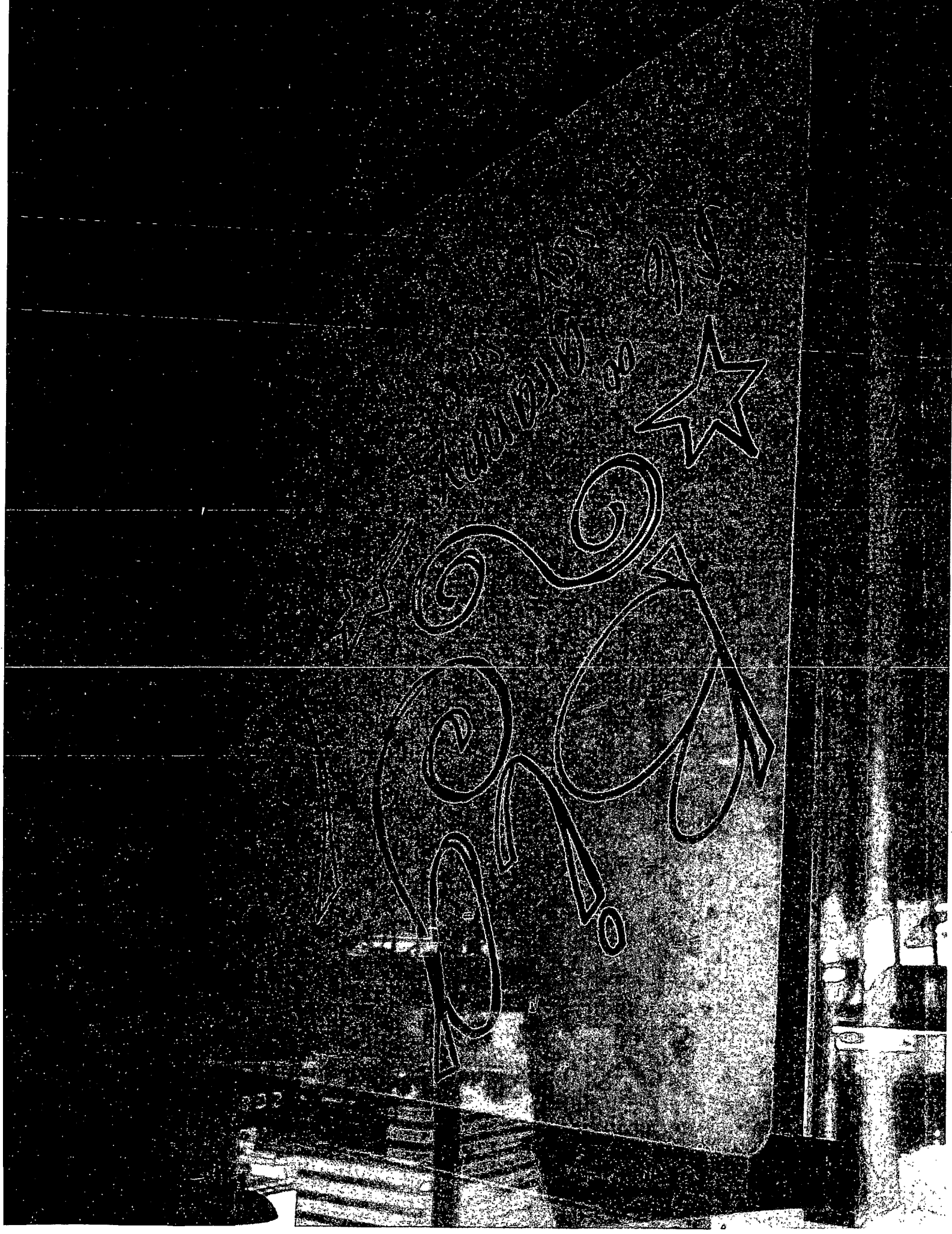


EXHIBIT 11

JAMES W. FAYSSOUX, SR.
JAMES W. FAYSSOUX, JR.



PAUL S. LANDIS
T. HUNT REID

June 7, 2012

REQUEST FOR EVIDENCE PRESERVATION

VIA REGULAR AND CERTIFIED U.S. MAIL

T. Shay Martin
Jimmy Martin Reality Group, Inc
129 Big Thursday Ct
Chapin, SC 29036

**RE: The Big Ugly
December 31, 2011 – January 1, 2012 Incident**

Dear Mr. Martin:

Please allow this letter to serve as notice of my representation of Kenneth Sinchak, David Longstreet, Karen Longstreet, Noah Longstreet, Levi Longstreet, Micah Longstreet and the Estate of Emma Longstreet. As you may be aware, these individuals were severely and permanently injured in a tragic automobile accident in the morning hours of January 1, 2012. Our investigation revealed that the highly intoxicated at-fault driver, Billy P. Hutto, Jr., was a patron at "The Big Ugly" on New Year's Eve and during the early morning hours of January 1st. Sometime after leaving this establishment in a severely intoxicated state, Mr. Hutto attempted to drive to Lexington, SC where he ran a red light and violently collided with my clients' vehicle, thereby killing their six year old daughter, fracturing David Longstreet's neck and sending the surviving children to ICU. This is a serious matter that requires your immediate attention. The purpose of this letter is to request that you and any entity which owns or operates "The Big Ugly" establishment located at 931 Senate St. #A Columbia, SC preserve any and all evidence until further notice. The information requested is set forth in further detail below.

Our request for evidence preservation specifically includes, but is not limited to, the following:

1. All video and audio surveillance for the bars from September 1, 2011 to the date of this letter. This will included each and every security/surveillance camera in operation since September of 2011. This data should be stored in the format(s) capable of providing the maximum resolution or quality as well as the most continuous feed. Furthermore, every camera angle or audio recording capable of capturing surveillance from the aforementioned areas should be preserved.

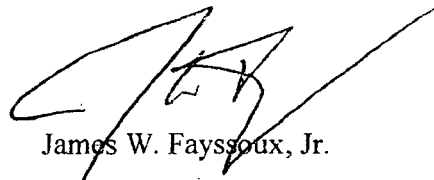
2. Logbooks, member lists, bar tabs, sign in sheets, incident reports, time cards, calendars, and other records identifying employees, patrons, members, visitors, independent contractors, and other individuals present on the property during the relevant time period.
3. Logbooks, maintenance records and other materials indicating the status and operation of security systems for the bar and surrounding property.
4. All statements, whether recorded, transcribed, or otherwise reproduced, relating to Billy Hutto or the events which transpired on January 1, 2012.
5. All procedures, emails, employee handbooks, and other policies The Big Ugly or any other entity which sells alcohol to the public.
6. All membership logs or rolls as of September 1, 2011 to date.
7. All incident reports, notes, or other documentation whatsoever relating to Billy Hutto.
8. A copy of all promotional materials, advertisements, in any and all media that reference of concern any New Year's Eve celebrations or promotions taking place at any of the aforementioned locations.
9. A copy of any manuals, memos, letters, email correspondence or other materials referencing or concerning the procedures or policies for the following:
 - * Patron/employee use of narcotics or illegal drugs on the premises;
 - * Serving alcohol to patrons after 2 a.m.;
 - * The service of alcohol to any intoxicated patrons; and
 - * Procedure for obtaining transportation for intoxicated patrons.
10. With regard to all data stored in an electronic format, we request that you preserve bit stream copies of all data, where all used and unused areas of the hard drive are copied. Any deleted files that are reasonably recoverable should be immediately undeleted.
11. All credit card or cash sales receipts, alcohol inventory reports and or sales reports generated on December 31, 2011 and January 1, 2012.

Should you have any questions whatsoever regarding this request, please do not hesitate to contact me.

Thank you in advance for your assistance in this matter, and please forward my request to the appropriate offices.

With kind regards,

FAYSSOUX LAW FIRM, P.A.



James W. Fayssoux, Jr.

cc: Bill Stewart, Esq.

PLAINTIFF'S EXHIBIT 1

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

SM * Lease contingent upon transfer of business and its assets from Paul Vella and Abigail Vella to Jason Perdakis and Beth Thompson that is scheduled to occur 8/31/10. *For Landlord*
LEASE AGREEMENT *For Tenant* *Beth A. Thompson*

PARTIES: This Lease Agreement (the "Lease") is made this 26th day of August, 2010 by and between Jimmy Martin Realty Group, Inc., a South Carolina Corporation, herein referred to as "Landlord", and Jason G. Perdakis, individually, and Beth A. Thompson, individually, hereinafter collectively referred to as "Tenant".

PREMISES: Landlord hereby leases to Tenant and Tenant leases from Landlord all that certain real property and improvements comprising 2,408+ square feet of heated/cooled area and 1,136+ square feet of covered patio area, located at and having as an address 931-A Senate Street, hereinafter referred to as the "Premises", which is a portion of that certain tract of real property and improvements containing 16,000+ square feet of heated area and 2,625+ square feet of covered patio area, located at and having as an address 931 Senate Street, Columbia, South Carolina, hereinafter referred to as the "Property".

TERM: The term of this Lease (the "Term") shall commence on the date of execution of this Lease by Tenant and Landlord (the "Commencement Date"), and shall end at 11:59 p.m. on the last day of the month that is sixty (60) months after the Rental Commencement Date (the "Expiration Date"), unless the Term is sooner terminated as hereinafter expressly provided. As used herein, the term "Lease Year" shall mean each year of the term commencing on the first day of the first full calendar month following the Rental Commencement Date, or any anniversary thereof, and ending at the expiration of twelve (12) calendar months thereafter.

EXTENSIONS: Landlord hereby grants to Tenant the option to extend the Term of this Lease for one (1) consecutive period of Five (5) years (an "Extension Term"), beginning at the time of expiration of the initial Term of this Lease, subject to the following terms and conditions: (i) no default (as defined herein) shall exist under this Lease at the time of the exercise of such option or at the time the Term or Extension Term (as the case may be) would otherwise expire were it not extended; (ii) Tenant shall notify Landlord in writing no later than ninety (90) days prior to the otherwise effective Expiration Date of Tenant's intent to exercise the option. Failure to timely exercise an extension option shall immediately terminate all unexercised extension options; (iii) In the event that Tenant does properly exercise such an extension option, the leasing of the Premises during an Extension Term shall be upon all of the same terms and conditions contained in this Lease, except that Tenant shall have no further rights to extend the Term of this Lease after the exercise of the last extension option or the expiration of the Extension Term last to be exercised, whichever shall first occur, and the rental rate shall increase to Five Thousand Two Hundred and 00/100 (\$5,200.00) Dollars per month.

01/11 **RENT:** Tenant's obligation to begin the payment of rent ("Rent") shall commence on October 1, 2010 (the "Rental Commencement Date"). Tenant shall be obligated to pay monthly Rent of Three Thousand Eight Hundred and 00/100 (\$3,800.00) Dollars commencing on the Rental Commencement Date and the 1st day of each succeeding month throughout the first Lease Year. Then, Four Thousand Two Hundred (\$4,200.00) dollars per month in Year 2, then Four Thousand Six Hundred (\$4,600.00) dollars per month in Year 3, then Four thousand eight hundred (\$4,800.00) dollars per year in Year 4, and Five thousand (\$5,000.00) dollars per month in Year 5. *-10/1/12*

All payments of rent shall be made to Jimmy Martin Realty Group, Inc. c/o Shay Martin, 129 Big Thursday Court, Chapin, South Carolina, 29036, or at such other location(s) as Landlord shall designate in writing.

SM ~~AMORTIZED TENANT IMPROVEMENTS (ATI) - From October 1, 2010 through April 1, 2012, Tenant shall pay to Landlord ATI costs along with its monthly installments of rent, without demand, deduction or set off. Such payments will be due on the same date as specified for the rent with the same default terms. The monthly ATI payments are \$949.44.~~

LATE PAYMENTS: All unpaid rent and other sums of whatever nature owed by Tenant to Landlord under this Lease shall bear interest from the due date thereof until paid at the lesser of eighteen percent (18%) per annum or the maximum interest rate per annum allowed by law (the "Default Rate"). Acceptance by Landlord of any payment from Tenant hereunder in an amount less than that which is currently due shall in no way affect Landlord's rights under this Lease and shall in no way constitute an accord and satisfaction.

RENOVATION: Tenant shall provide to Landlord prior to commencement of construction, and no later than fifteen (15) days after the execution of this Lease, a Work Letter that outlines the construction and renovations to the Premises and Property, if any. The Work Letter shall be attached hereto as Exhibit B and incorporated herein by reference. Tenant shall, at Tenant's sole expense, install within the Premises all trade fixtures and equipment required to operate its business. All trade fixtures, signs, or other personal property installed in the Premises by Tenant shall remain the property of Tenant and may be removed at any time provided that Tenant is not in default hereunder and provided the removal thereof does not or will not cause, contribute to, or result in Tenant's default hereunder, and further provided that Tenant shall at, Tenant's sole expense, promptly repair any damage to the Premises resulting from the removal of personal property and shall replace same with personal property of like or better quality. The term "trade fixtures" as used herein shall not include carpeting, floor covering, attached shelving, lighting fixtures other than freestanding lamps, wall coverings, or similar Tenant improvements which shall become the property of Landlord upon surrender of the Premises by Tenant for whatever reason. Tenant shall not attach any fixtures or articles to any portion of the Premises nor make any alterations, additions, improvements or changes, or perform any other work whatsoever in and to the Premises, other than minor interior, cosmetic and decorative changes without obtaining the prior written approval of Landlord. See IMPROVEMENTS AND ALTERATIONS and PROTECTION AGAINST LIENS headings for additional requirements.

SECURITY DEPOSIT: On the Commencement Date Tenant shall pay to Landlord the sum of Five thousand and 00/100 (\$5,000.00) Dollars (the "Security Deposit") as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. Upon default by Tenant under this Lease, or if Tenant fails to perform any of the terms, provisions and conditions of this Lease, Landlord may use, apply, or retain the whole or any part of the Security Deposited for the payment of any sum due Landlord or which Landlord may expend or be required to expend by reason of the Tenant's default or failure to perform, including, but not limited to, any damages or deficiency in the reletting of the Premises; provided, however, that any such use, application or retention by Landlord of the whole or any part of the Security Deposit shall not be or be deemed to be an election of remedies by Landlord or viewed as liquidated damages, it being expressly understood and agreed that, notwithstanding such use, application or retention, Landlord shall have the right to pursue any and all other remedies available to it under the terms of this Lease or otherwise.

If Tenant is in default under this Lease more than two (2) times within any twelve-month period, irrespective of whether of not such default is cured, then, without limiting Landlord's other rights and remedies provided for in this Lease or at law or equity, the Security Deposit shall automatically be increased by an amount equal to two (2) times the original Security Deposit, which shall be paid by Tenant to Landlord forthwith on demand.

In the event of a sale of the Premises, Landlord shall have the right to transfer the Security Deposit to the purchaser, and Landlord shall thereupon be released from all liability for the return of such Security Deposit. Tenant shall look solely to the new landlord for the return of such Security Deposit.

UTILITIES & SERVICES: Tenant shall pay for all utilities and services related to its use of the Premises including, but not limited to, electricity, gas, heat, water, sewer, and telephone, together with all deposits and fees in connection therewith. If Tenant fails to pay any utility bills or charges, Landlord may, at its option, upon reasonable notice to Tenant pay the same and in such event, the amount of such payment, together with interest thereon at the Default Rate from the date of such payment by Landlord, will be added to Tenant's next due payment and charged in addition to Rent. Landlord shall not be responsible

BAS
SH

for any stoppage or interruption of utilities services nor shall Landlord be liable to Tenant or any other person for any damage occasioned by failure in any utility system or by the bursting or leaking of any vessel or pipe in or about the Premises (except to the extent of liability or casualty insurance proceeds actually recovered by Landlord or paid on account of Landlord), or for any damage occasioned by water coming into the Premises or arising from the acts or neglects of occupants of adjacent property or the public, unless the same is caused by the negligent or willful misconduct of Landlord.

COMMON AREA MAINTENANCE (CAM): During each month of the Lease Term, Tenant shall pay to Landlord CAM costs along with its monthly installments of rent, without demand, deduction or set off, Tenant's proportionate share of all costs incurred by Landlord in maintaining, repairing, and operating, including, without limitation, the total cost of operating, repairing, lighting, cleaning, maintaining, landscaping, planting, painting, and managing (10% of the foregoing costs) the Property. Tenant shall pay its proportionate share of these operating costs in advance based on estimates made by Landlord from time to time. Should these common area maintenance costs be underestimated, Tenant shall pay any deficiency along with the payment of Rent next due and thereafter pay its adjusted proportionate share of operating costs in equal monthly installments as herein provided. Any excess payments shall be credited against the payments of CAM costs next due. Tenant's proportionate share is computed by dividing the square footage of the leased Premises by the overall square footage of building improvements located on the Property. The current CAM is \$1.61 per square foot which equates to \$323.18 per month.

TAXES: Tenant shall pay any taxes, documentary stamps or assessments of any nature imposed or assessed upon Tenant's occupancy of the Premises or upon Tenant's furniture, furnishings, trade fixtures, equipment, machinery, inventory, merchandise or other property located on the Premises promptly as all such taxes or assessments may become due and payable without any delinquency. If applicable in the jurisdiction where the Premises are located, Tenant shall pay and be liable for all rental tax (only to the extent such rental tax is levied in lieu of ad valorem property taxes against the Premises), sales, use and inventory taxes or other similar taxes, if any, levied or imposed by any city, state, county or other governmental body having authority, such payments to be in addition to all other payments required to be paid Landlord by Tenant under the terms of this Lease. Such payment shall be made by Tenant directly to such governmental body if billed to Tenant, or if billed to Landlord, such payment shall be paid concurrently with the payment of the Rent. Notwithstanding the foregoing Tenant shall have the right, at its sole cost and expense, to contest any tax contemplated by this Section provided that (i) Tenant shall send Landlord notice of Tenant's intent to contest such taxes, and (ii) upon contesting the amount of such taxes, Tenant shall deposit the amount of such taxes into an escrow account reasonably acceptable to Landlord.

Tenant shall be liable for a pro rata share of the annual ad valorem taxes (Richland County Real Estate Tax) upon the Property during the Term hereof. Tenant's pro rata share shall be calculated in the same manner as CAM. Tenant will make monthly payments to Landlord based on the prior year Tax Bill, which payments shall be adjusted upon receipt of the current year Tax Bill, typically in November. Such payments will be due on the same date as specified for the rent with the same default terms. Based on the 2009 tax bill, current payments are \$1.68 per square foot which equates to \$337.09 per month.

IMPROVEMENTS AND ALTERATIONS: Tenant shall make and install all alterations, improvements and equipment described in the Work Letter (the "Tenant Improvements"). Tenant shall not make or permit to be made any other structural changes, alterations, additions or improvements to the Premises ("Tenant Alteration") without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. If Landlord fails to reject any requested Tenant Alteration within thirty (30) days after Landlord's receipt of detailed and final plans, specifications or drawings depicting the desired Tenant Alteration, such requested Tenant Alteration shall be deemed approved in accordance with the plans, specifications or drawings submitted by Tenant. To the best of Tenant's knowledge the design and construction of Tenant's Improvements and any Tenant Alterations will be in compliance with Title III of the Americans With Disabilities Act, Public Law 101-336. Tenant shall, prior to the commencement of construction and installation of the Tenant Improvements and of any Tenant Alteration,

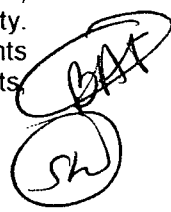
(Handwritten initials: BNT and SW)

furnish Landlord with an original builder's risk policy of insurance in form and amount of coverage reasonably acceptable to Landlord, showing Tenant as named insured and Landlord as loss payee. All Tenant Improvements and Tenant Alterations shall be performed in accordance with all legal requirements applicable thereto and in a good and workmanlike manner with first class materials. Further, Landlord shall have the right to approve the general contractor to be used by Tenant in connection with any structural work which approval shall not be unreasonably withheld or delayed. All Tenant Improvements and Tenant Alterations, including, but not limited to, all walls, railings, carpeting, floor and wall coverings, other permanent real estate fixtures made by, for, or at the direction of Tenant, shall, when made, become the property of Landlord and shall remain upon the Premises at the expiration or earlier termination of this Lease; provided, however, that if Landlord at the time of giving its approval to any Tenant Alteration notifies Tenant that approval is conditioned upon restoration, then prior to the expiration of the Term of this Lease, Tenant shall, at its sole cost and expense, remove such Tenant Alterations and restore the Premises to its condition prior to the making of such Tenant Alteration. Notwithstanding the foregoing, Tenant shall be permitted to make non-structural changes, alterations or improvements to the Premises without Landlord's prior consent, provided Tenant shall deliver to Landlord a copy for all plans for non-structural work. Refer to PROTECTION AGAINST LIENS for additional requirements regarding improvements and alterations.

CONDEMNATION: If all of the Premises is taken or condemned for a public or quasi-public use, or if a material portion of the Premises is taken or condemned for a public or quasi-public use and the remaining portion thereof is not usable by Tenant, in the reasonable judgment of Tenant and Landlord, this Lease shall terminate as of the earlier of the date title to the condemned real estate vests in the condemnor and the date on which Tenant is deprived of possession of the Premises. In such event, the Rent and other sums payable hereunder shall be apportioned and paid in full by Tenant to Landlord to that date, all rent and other sums payable hereunder prepaid for periods beyond that date shall forthwith be repaid by Landlord to Tenant, and neither party shall thereafter have any liability hereunder, except that any obligation or liability of either party, actual or contingent, under this Lease which has accrued on or prior to such termination date shall survive. If only part of the Premises is taken or condemned for a public or quasi-public use and this Lease does not terminate as provided above, Landlord to the extent of the award it receives, shall restore the Premises to a condition and to a size as nearly comparable as reasonably possible to the condition and size thereof immediately prior to the taking, and there shall be an equitable abatement of the rent according to the value of the Premises before and after the taking. Pending such determination, Tenant shall continue to pay the rent as herein originally specified, and upon such determination, if Tenant is entitled to a refund because of an overpayment of rent, Landlord shall make the same promptly, or in lieu thereof credit the amount thereof to future installments of Rent as they become due at Tenant's option. Landlord shall be entitled to receive the entire award in any proceeding with respect to any taking, without deduction therefrom for any estate vested in Tenant by this Lease, and Tenant shall receive no part of such award.

GOVERNMENTAL ORDERS: Tenant agrees, at its own expense, to comply with all requirements of any legally constituted authority made necessary by reason of Tenant's use or occupancy of the Premises, unless such requirements are being contested by Tenant in good faith and upon advice of counsel in which event Tenant shall comply as obligated by the result of any such contest. Tenant agrees to comply promptly with any such requirements if not made necessary by reason of Tenant's occupancy.

 **USE OF PREMISES:** Tenant shall use the Premises only for a casual American-Greek style restaurant (~~See Exhibit C for additional description of uses and restrictions~~), and for no other purposes. All uses of the Premises shall comply with all laws, ordinances, orders, rules and regulations (including without limitation, the zoning classifications existing as of the Rental Commencement Date) of any lawful governmental authority, agency or other public or private regulatory authority having jurisdiction over the Premises. Without limiting the generality of the above provision, the Premises shall not be used for the treatment, storage, use or disposal of toxic or hazardous waste or substances, or any other substance, that is prohibited, limited or regulated by any governmental or quasi-governmental authority. Notwithstanding the foregoing, Tenant shall have the right to use ordinary cleaning supplies and solvents in the ordinary course of business. Tenant shall save Landlord harmless from any penalties, fines, costs,



expenses or damages resulting from failure so to comply. Tenant shall not do any act or follow any practice relating to the Premises which shall constitute a nuisance or detract in any way. Tenant's duties in this regard shall include making arrangements at Tenant's expense for the proper storage and timely disposition of garbage and refuse, and allowing no noxious or offensive odors, fumes, gases, smoke, dust, steam or vapors, or any loud or disturbing noise or vibrations to originate in or emit from the Premises. Tenant shall save Landlord harmless from any claims, liabilities, penalties, fines, costs, expenses or damages resulting from the failure of Tenant to comply with the provisions of this Section. *

LIMITS OF USE: Tenant shall not use the Premises for any purpose other than as a casual dining restaurant, or use or permit anything upon the Premises that will invalidate the insurance coverage on the Premises or increase the rate thereof, in any manner deface or injure the improvements or any part thereof, overload the floors, or permit any objectionable noise or odor to escape, or to permit or create a nuisance, or in any way to injure the reputation of the property. *

EXCLUSIVE USE: Landlord agrees not to lease space at the Property to any other similar casual, ~~casual dining~~ *American-Greek style* restaurants serving primarily *A similar menu*. For this consideration, Tenant understands that the other existing tenants at the Property have Exclusive Use agreements as well, and Tenant shall not use the Premises for any purpose that directly competes with these existing users—Flying Saucer, Monterrey Mexican, Five Guys Burgers & Fries and Robert Jeffrey Salon. More specifically, Tenant may not 1) ~~have alcohol sales that exceed 30% of gross revenues for three (3) or more months in any given year,~~ 2) have a menu of primarily Mexican and/or Tex-Mex foods, 3) have a menu of primarily burgers and fries, and 4) operate a salon. *be primarily a bar and/or night club type operation.* (SM)

MAINTENANCE AND REPAIRS: Except for Landlord's maintenance responsibilities as provided below, Tenant shall, at Tenant's expense, at all times keep the Premises (interior and exterior) and appurtenances thereto in good order, condition and repair, clean, sanitary, and safe, including without limitation, the plumbing, wiring, electrical systems, heating systems, air conditioning systems, glass and plate glass, equipment and machinery constituting fixtures, and shall, in a manner satisfactory to Landlord, decorate and paint the Premises when necessary, to maintain at all times a clean and slightly appearance. Tenant's duty to maintain the heating and air conditioning systems shall specifically include the duty to enter into and maintain at Tenant's sole expense during the entire Term of this Lease a contract for the routine and periodic maintenance and regular inspection of such heating and air conditioning systems, the replacement of filters as recommended and the performance of other recommended periodic servicing in accordance with applicable manufacturer's standards and recommendations. In the event Tenant fails to perform any of its obligations as required hereunder, Landlord may, but shall not be required to, perform and satisfy same, with Tenant hereby agreeing to reimburse Landlord for the cost thereof promptly upon demand.

Landlord shall keep the exterior supporting walls, the foundation and roof of the Premises in reasonable repair, provided that Tenant shall promptly give Landlord written notice of the necessity for such repairs and provided that the damage thereto shall not have been caused by negligence or willful acts of Tenant, its officers, agents, employees, customers or invitees or those of its permitted assignees, subtenant (if approved by Landlord), licensees or concessionaires, in which event Tenant shall be responsible therefor. Landlord shall have no obligation to repair, maintain, alter, or perform any other acts with reference to the Premises or any part thereof, or any plumbing, heating, ventilation, electrical, air conditioning, or other mechanical installations therein.

SUBLEASE: Tenant shall not have the right to pledge or assign Tenant's leasehold interest or to sublease the Premises or any part thereof without written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Under no circumstances may any person or entity other than Tenant occupy the Premises on a permanent or long-term basis without written approval of Landlord.

TENANT'S PERSONAL PROPERTY: All personal property on the Premises shall be at the risk of the Tenant only, and Landlord shall not be liable for any damage thereto or theft thereof, nor shall Landlord

be liable for any damage to the persons or property of Tenant or other persons resulting from the act or neglect of any other person or occupant, lack of repair to any building improvement or any accident occurring in or about the Premises. Landlord shall not be required to maintain insurance coverage on any of Tenant's property.

CASUALTY: If the Premises is damaged or destroyed by fire or casualty to the extent that the Premises are unusable by Tenant and cannot be repaired or rebuilt from insurance proceeds within one hundred twenty (120) days from receipt of Insurance proceeds, Tenant may (1) immediately vacate the Premises, and (2) notify the Landlord in writing within fourteen days thereafter of its intention to terminate the Lease. Landlord shall also in such event have the right to notify Tenant of termination of the Lease within forty-five (45) days following such casualty unless Tenant agrees to rebuild as provided above. If the Lease is terminated, all rent shall be apportioned as of the date of the casualty. If neither party terminates this Lease Landlord shall immediately commence reconstruction of the Premises and Tenant of the Tenant Improvements, all of which shall proceed with all reasonable diligence and the rent shall abate until completion of said improvements.

PROPERTY DAMAGE: Tenant is responsible and agrees to pay and indemnify Landlord for and hold Landlord harmless from damage or injury caused or occasioned by act or neglect of Tenant, and any agent, servant, employee, contractor, guest, invitee, or licensee of Tenant or person under the control of Tenant.

DEFAULT: If default shall at any time be made by Tenant in the payment of rent hereby reserved, or any installment thereof or any other sum beyond five (5) days after written notice by Landlord following the date due Landlord hereunder, or if default, beyond thirty (30) days written notice of same by Landlord, shall be made in any of the other covenants, warranties or obligations, herein contained, or the leasehold interest be levied on under execution, or if the Tenant shall abandon the Premises, or seek protection or file under bankruptcy laws or be declared bankrupt or insolvent according to the law, or if any assignment of property of Tenant shall be made for the benefit of creditors, then and in any of said cases, the Landlord may at its option, at once, without notice to the Tenant or any other person terminate and cancel this Lease or reenter and remove all persons and properties from the Premises and dispose of such property as it deems fit, or both, all without resort to legal process and without being guilty of trespass or being liable for any damages caused thereby. If Landlord reenters the Premises, either with or without legal process, it may either terminate this Lease or, from time to time without terminating this Lease, make such alterations and repairs as may be necessary or appropriate to relet the Premises, and relet the Premises upon such terms and conditions as Landlord deems advisable without any responsibility on Landlord whatsoever to account to Tenant for any surplus rents collected. No retaking of possession of the Premises by Landlord shall be deemed as an election to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant at the time of reentry, but notwithstanding any such reentry or reletting without termination, Landlord may at any time thereafter elect to terminate for such previous default. In the event of an election of termination by Landlord, whether before or after reentry, Landlord may recover from Tenant damages including the costs of recovering and releasing Premises, including but not limited to, marketing/advertising costs, demolition and tenant improvements costs/allowances and leasing commissions, if any, associated with releasing the Premises.. If any rent owing under this Lease is collected by or through an attorney, Tenant agrees to pay Landlord's reasonable attorney's fees to the extent allowed by applicable law. Upon the termination of this Lease at the option of the Landlord, or the expiration by lapse of time of the term hereby demised, the Tenant will at once surrender possession of the Premises to the Landlord and if such possession be not immediately surrendered, the Landlord may forthwith re-enter said Premises and repossess it thereof as of its former estate and remove all persons and effects therefrom, using such force as may be necessary, without being deemed guilty of any manner of trespass or forcible entry or detainer. The Tenant expressly waives the service of any notice of intention to terminate this Lease or to re-enter said Premises and waives the service of any demand for payment of rent or for possession, and waives the service of any and every other notice or demand prescribed by any statute or other law. No receipt of monies by the Landlord from the Tenant, after the termination in any way of this Lease, or after giving of any notice, shall reinstate, continue or extend the terms of this Lease or affect any notice given to the Tenant prior to

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the receipt of such money, it being agreed that after the service of notice or commencement of a suit, or after final judgment or possession of said Premises, the Landlord may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit or said judgment.

LANDLORD'S RIGHT OF ENTRY: Landlord's property manager and Landlord's officers and authorized employees, or any other party authorized by Landlord of whom Tenant has received prior notice and to whom Tenant has not objected, shall have the right to enter the Premises at all reasonable times and upon reasonable notice for the purpose of making repairs, making connections, installing utilities, providing services to the Premises or for any other tenant, making inspections or showing the same to prospective purchasers or lenders, or both; provided, however, that except in the case of an emergency, Landlord shall give Tenant reasonable prior written notice not less than two (2) days in advance of Landlord's intended entry upon the Premises. Further, during the last six (6) months of the Term (including the final six (6) months of the Term as extended in the event that Tenant exercises its option to extend for any one or more Extension Terms), Landlord and those persons authorized by it shall have the right at reasonable times and upon reasonable notice to show the Premises to prospective tenants.

SUBORDINATION AND ATTORNMENT: This Lease is subject and subordinate to any and all mortgages or other security instruments (collectively "Security Instruments") now or hereafter placed on the property of which the Premises are a part, and this clause shall be self-operative without any further instrument necessary to effect such subordination; however, if requested by Landlord, Tenant shall promptly execute and deliver to Landlord any such certificate or certificates reasonably acceptable to Landlord as Landlord may reasonably request evidencing subordination of this Lease to or the assignment of this Lease as additional security for any such Security Instruments. Provided, however, in each case the holder of any Security Instrument shall agree that this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as no default by Tenant shall then be subsisting under the terms of this Lease and that such holder or acquirer shall be bound hereby and responsible to perform all obligations of Landlord under this Lease. Provided such holder or acquirer shall so agree as provided in the preceding sentence, Tenant shall continue its obligations under this Lease in full force and effect notwithstanding any such default proceedings under a Security Instrument and shall attorn to the mortgagee, trustee or beneficiary of such Security Instrument, and their successors or assigns, and to the transferee under any foreclosure or default proceedings. Tenant will, upon request by Landlord, execute and deliver to Landlord or to any other person designated by Landlord, any instrument or instruments in form and content reasonably acceptable to Tenant evidencing its agreement to so attorn and perform under this Lease.

TRANSFER OF LANDLORD'S INTEREST: If Landlord shall sell, assign or transfer all or any part of its interest in the Premises or in this Lease to a successor in interest which expressly assumed the obligations of Landlord hereunder at the time of such transfer, then Landlord shall thereupon be released and discharged from all covenants and obligations hereunder, and Tenant shall look solely to such successor in interest for performance of all of Landlord's obligations; provided, however, to the extent Landlord's negligent or willful misconduct results in any loss or damage occurring prior to the date of transfer of Landlord's interest, Landlord shall remain liable for such loss or damage. Tenant's obligations and lease rights under this Lease shall in no manner be affected by Landlord's assignment hereunder, and Tenant shall thereafter attorn and look solely to such successor in interest as the Landlord hereunder.

ESTOPPEL CERTIFICATES: Within ten (10) days after a request by Landlord or ground Landlord of Landlord, Tenant shall deliver a written estoppel certificate, in form supplied by or acceptable to Landlord, certifying any facts that are then true with respect to this Lease, including, but not limited to, that this Lease is in full force and effect, that no default exists on the part of Landlord or Tenant, that Tenant is in possession, that Tenant has commenced the payment of rent, and that there are no defenses or offsets claimed by Tenant with respect to payment of rent under this Lease or, if such defense or offsets exist, setting forth the same.

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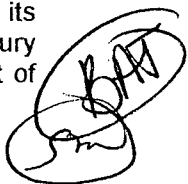
PROTECTION AGAINST LIENS: Tenant shall do all things necessary to prevent the filing of any mechanics', materialmen's or other types of liens whatsoever, against all or any part of the Premises by reason of any claims made by, against, through or under Tenant, including but not limited to, having all contractors sign an agreement prior to the commencement of any work, that such contractor will look solely to the Tenant for compensation for the work being performed. If any lien is filed against the Premises, Tenant shall either cause the same to be discharged of record within thirty (30) days after filing or, if Tenant, in its discretion and in good faith, determines that such lien should be contested, it shall furnish and post such security as may be necessary to release the Premises from such lien and prevent any foreclosure proceedings against the Premises during the pendency of such contest. If Tenant shall fail to discharge such lien within said time period or fail to furnish such security, then, Landlord may at its election, in addition to any other right or remedy available to it, discharge the lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Landlord acts to discharge or secure the lien, then Tenant shall immediately reimburse Landlord, for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) actually incurred by Landlord involving such lien together with interest on the total expenses and costs at the Default Rate.

LIEN OF LANDLORD: Landlord shall have, and Tenant hereby grants, a Landlord's lien and security interest in any furnishings, equipment, fixtures, inventory, accounts receivable or other personal property of any kind belonging to Tenant, or the equity of Tenant therein, on the Premises. The security interest is granted for the purpose of securing the payment of rent, other charges, assessments, penalties and damages herein covenanted, to be paid by Landlord hereunder. Upon Tenant's default or breach of any covenants of this Lease, Landlord shall have all the remedies available under the laws of the State of South Carolina, including, but not limited to, the right to take possession of the above mentioned property, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice to Tenant's last known address of the time and place of any public sale, or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase it. The proceeds from any such disposition, less any and all expenses connected with taking possession, holding and selling the property, shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law; the Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to the Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code. Any applicable statutory lien for rent is not herein waived, the security interest herein granted being in addition and supplementary thereto.

FORCE MAJEURE: In the event Landlord or Tenant shall be delayed, hindered or prevented from the performance of any act required hereunder, by reason of governmental restrictions, scarcity of labor or materials, strikes, fire, or any other reasons beyond their control, the performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended as necessary to complete performance after the delay period. However, the provisions of this Section shall in no way be applicable to the obligations of Tenant to pay, repay or reimburse any sums, monies, costs, charges or expenses owing under this Lease, including without limitation, Tenant's obligations to pay rent hereunder.

NOTICE: Service of notice between the parties shall be mailed or delivered to Tenant at 210 Algrave Way, Columbia, SC 29229 and/or the Premises. Notice to Landlord shall be given to **Jimmy Martin Realty Group, Inc.** c/o Shay Martin, 129 Big Thursday Court, Chapin, South Carolina 29036. Notice shall be effective when mailed by certified mail, postage prepaid, or when delivered if hand delivered.

INDEMNIFICATION: Tenant hereby covenants and agrees to indemnify, save and hold harmless the Landlord against any and all losses, damages and expenses of every kind and nature, incurred or sustained, including attorney's fees, because of or as a consequence of any act or omission of Tenant, its agents, servants, employees, contractors, guests, licensees and invitees, by reason of destruction, injury or damage to life, person or property, in or upon the Premises, or any portion thereof, or growing out of

A handwritten signature in black ink, appearing to read "J. Martin", is written over a circular stamp that contains the letters "BAT".

Tenant's existence, use or occupancy, it being intended that Tenant shall indemnify Landlord, its agents, servants and employees, from any and all claims, suits, demands, actions, fines, injuries, damages and liabilities for which the Landlord could or might be held or claimed or alleged to be responsible or liable. The purpose of this Section is to insure full, complete and total indemnification by Tenant to the Landlord for liability to third parties for their personal injury and for damage to property and person, and this Section shall be so construed.

INSURANCE: (a) Required Coverage. Tenant covenants and agrees that Tenant will carry and maintain, at its sole cost and expense, the insurance required under subsections (a)(i) and (a)(ii) below. All such policies of insurance shall be issued in form acceptable to Landlord by insurance companies with a rating of not less than "A", if available, in the most current available "Best's Insurance Reports", and licensed to do business in the State of South Carolina. Throughout the Term of this Lease, Tenant shall carry and maintain the following types of insurance:

(i) Liability insurance in the Commercial General Liability form (or reasonable equivalent thereto) covering the Premises and Tenant's use thereof against claims for personal injury or death, property damage and product liability occurring upon, in or about the Premises, such insurance to be written on an occurrence basis (not a claims made basis), to be in limit amounts not less than \$1,000,000.00 per person, \$1,000,000.00 per claim and \$1,000,000.00 property damage, and to have general aggregate limits of not less than \$2,000,000.00 for each policy year. The insurance coverage required under this Subsection (a)(i) shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in the Indemnification Section of this Lease and, if necessary, the policy shall contain a contractual endorsement to that effect. The general aggregate limits under the Commercial General Liability insurance policy or policies must apply separately to the Premises and to Tenant's use thereof (and not to any other location or use of Tenant) and such policy shall contain an endorsement to that effect.

(ii) Insurance covering all of the items included in Tenant's leasehold improvements, heating, ventilating and air conditioning equipment, trade fixtures, merchandise and personal property from time to time in, on or upon the Premises, in an amount not less than ninety percent (90%) of their full replacement value from time to time during the Term, providing protection against perils included within the standard form of "all-risks" fire and casualty insurance policy, together with insurance against sprinkler damage, vandalism and malicious mischief.

(b) Policy Requirements. Each of Tenant's insurance policies required above shall: (i) name Landlord, as well as any mortgagee of Landlord, as an additional insured; (ii) provide that a certificate evidencing such insurance shall be delivered to Landlord prior to the Rental Commencement Date and thereafter within thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate; (iii) contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days notice in writing in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; and (iv) be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry. Notwithstanding the provisions of subparagraph (iii) of the preceding sentence, Tenant shall be responsible for providing Landlord with at least twenty-five (25) days notice in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance.

(c) Waiver of Subrogation. Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Premises and its contents arising from any risk covered by all risks fire and extended coverage insurance, and to the extent of recovery under valid and collectible policies of such insurance, provided that such waiver does not invalidate such policies or prohibit recovery thereunder. The parties hereto each, on behalf of their respective insurance companies insuring the property of either

Landlord or Tenant against any such loss, waive any right of subrogation that such insurers may have against Landlord or Tenant, as the case may be.

(d) Landlord's Insurance. Landlord shall maintain insurance for the Property including, but not limited to, liability and extended coverage against fire. Such coverage shall not include any furniture, furnishings, trade fixtures, equipment, machinery, inventory, merchandise or any personal property of Tenant in the Premises.

Tenant shall be liable for a pro rata share of this insurance premium. Tenant's pro rata share shall be calculated in the same manner as CAM. Tenant will make monthly payments to Landlord based on the current year policy, which payments shall be adjusted upon the annual renewal of the policy, currently in September. Such payments will be due on the same date as specified for the rent with the same default terms. Based on the September 2009-September 2010 policy, current payments are \$0.36 per square foot which equates to \$72.68 per month.

LEASING COMMISSION: Landlord and Tenant represent and warrant each to the other that they have not dealt with any broker or other person that may claim any entitlement to any commission in connection with this transaction. Landlord and Tenant agree to indemnify and save each other harmless from and against any and all claims, suits, liabilities, costs, judgments and expenses, including reasonable attorneys' fees, for any leasing commissions or other commissions, fees, charges or payments resulting from or arising out of their respective actions in connection with this Lease.

LANDLORD LIABILITY: No owner of the Premises, whether or not named herein, shall have liability after it ceases to hold title to the Premises, except for obligations which may have theretofore accrued. Neither Landlord nor any officer, director, shareholder, partner or principal, whether disclosed or undisclosed, of Landlord shall be under any personal liability with respect to any of the provisions of this Lease, and if Landlord is in breach or default with respect to Landlord's obligations or otherwise under this Lease, Tenant shall look solely to the equity of Landlord in the Premises for the satisfaction of Tenant's remedies.

SURRENDER OF PREMISES: At the expiration or earlier termination of the Term of this Lease, Tenant shall surrender the Premises and, subject to the terms of this Lease, all improvements, furnishings, alterations and additions, and keys therefor to Landlord, clean and neat, and in the same condition as at the Rental Commencement Date, natural wear and tear only excepted.

ENVIRONMENTAL MATTERS:

(a) Compliance with Environmental Laws. Tenant hereby warrants and represents that all of its respective activities on the Premises, during the course of this Lease will be conducted in material compliance with all applicable and enforceable federal, state, and local laws, regulations, orders, permits, ordinances, and the like concerning protection of human health and/or the environment ("Environmental Laws"). Tenant warrants and represents that its use of the Premises and conduct of its business therein will be in compliance with all applicable Environmental Laws and that there are no pending or threatened notices of deficiency, notices of violation, orders, or judicial or administrative actions involving alleged violations by Tenant of any Environmental Laws with respect to the Premises. Tenant, at Tenant's sole cost and expense, shall be responsible for obtaining all permits or licenses or approvals under Environmental Laws necessary for Tenant's operation of its business on the Premises and shall make all notifications and registrations required by any applicable Environmental Laws. Tenant, at Tenant's sole cost and expense, shall at all times comply with the terms and conditions of all such permits, licenses, approvals, notifications and registrations and with any other applicable Environmental Laws. Tenant warrants that it has obtained or will obtain all such permits, licenses or approvals and made or will timely make all such notifications and registrations required by any applicable Environmental Laws necessary for Tenant's operation of its business on the Premises. Tenant shall not cause or permit any Hazardous Substances (as hereinafter defined) to be brought upon, kept or used in or about the Premises, except for ordinary cleaning supplies and solvents used in the ordinary course of business. In the event that it is

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necessary for Tenant to cause or permit any Hazardous Substances (other than ordinary cleaning supplies and solvents) to be brought upon, kept or used in or about the Premises, Tenant shall obtain Landlord's written consent and if Landlord grants such consent, Tenant shall not cause or permit the release of any Hazardous Substances on, about, beneath or above the Premises. If any release does occur, Tenant shall (i) immediately take all necessary steps to contain, control and clean up such release and any associated contamination, (ii) notify Landlord, and (iii) take any and all other action which may be required by any Environmental Laws, governmental agencies, and/or Landlord.

(b) Indemnity. Tenant shall indemnify Landlord and hold Landlord harmless from and against any and all expense, loss and liability suffered by Landlord, with the sole exception of those expenses, losses, and liabilities arising solely from Landlord's own negligence or willful act, by reason of Tenant's improper (regardless of whether accidental, intentional, or negligent) storage, generation, handling, treatment, transportation or disposal (or arrangement for transportation or disposal) of any Hazardous Substances, or by Tenant's breach of any of the provisions of this Section including, without limitation, (i) any and all expenses that Landlord may incur to comply with any Environmental Laws as a result of Tenant's failure to comply therewith; (ii) any and all costs that Landlord may incur in studying or remedying any contamination at or arising from the Premises; (iii) any and all costs that Landlord may incur in studying, removing, disposing or otherwise addressing any Hazardous Substances; (iv) any and all fines, penalties or other sanctions assessed upon Landlord by reason of Tenant's failure to comply with Environmental Laws; and (v) any and all legal and professional fees and costs incurred by Landlord in connection with the foregoing. The indemnity contained herein shall survive the termination or expiration of this Lease.

(c) Hazardous Substances; Contamination. The term "Hazardous Substances" as used herein means any hazardous or toxic substance or waste as those terms are defined by any applicable federal or state law or regulation (including, without limitation, the Comprehensive Environmental Recovery Compensation and Liability Act, 42 U.S.C. 9601 et. sec. and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. sec.) and petroleum products and oil. The term "Contamination" as used herein means the uncontained or uncontrolled presence of or release of Hazardous Substances into any environmental media and into or on any portion of the Premises so as to require remediation, cleanup or investigation under any applicable Environmental Law.

NATURE AND EXTENT OF AGREEMENT: This Lease, together with all exhibits hereto, contains the complete agreement of the parties concerning the subject matter, and there are no oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Lease creates only the relationship of landlord and tenant between the parties, and nothing herein shall impose upon either party any powers, obligations or restrictions not expressed herein. This Lease shall be construed and governed by the laws of the State of South Carolina.

BINDING EFFECT: This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. This Lease may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

CAPTIONS AND HEADINGS: The captions and headings in this Lease are for convenience and reference only, and they shall in no way be held to explain, modify, or construe the meaning of the terms of this Lease.

SEVERABILITY: If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Lease or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall remain valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties have caused this Lease to be duly executed and sealed as of the 26th day of August, 2010.

Handwritten signature and initials in a circle.

WITNESSES:

Paul Velh

Paul Velh

LANDLORD:

Jimmy Martin Realty Group, Inc.

By:

Shay Martin, Secretary

TENANT:

By:

Jason G. Perdakis, individually

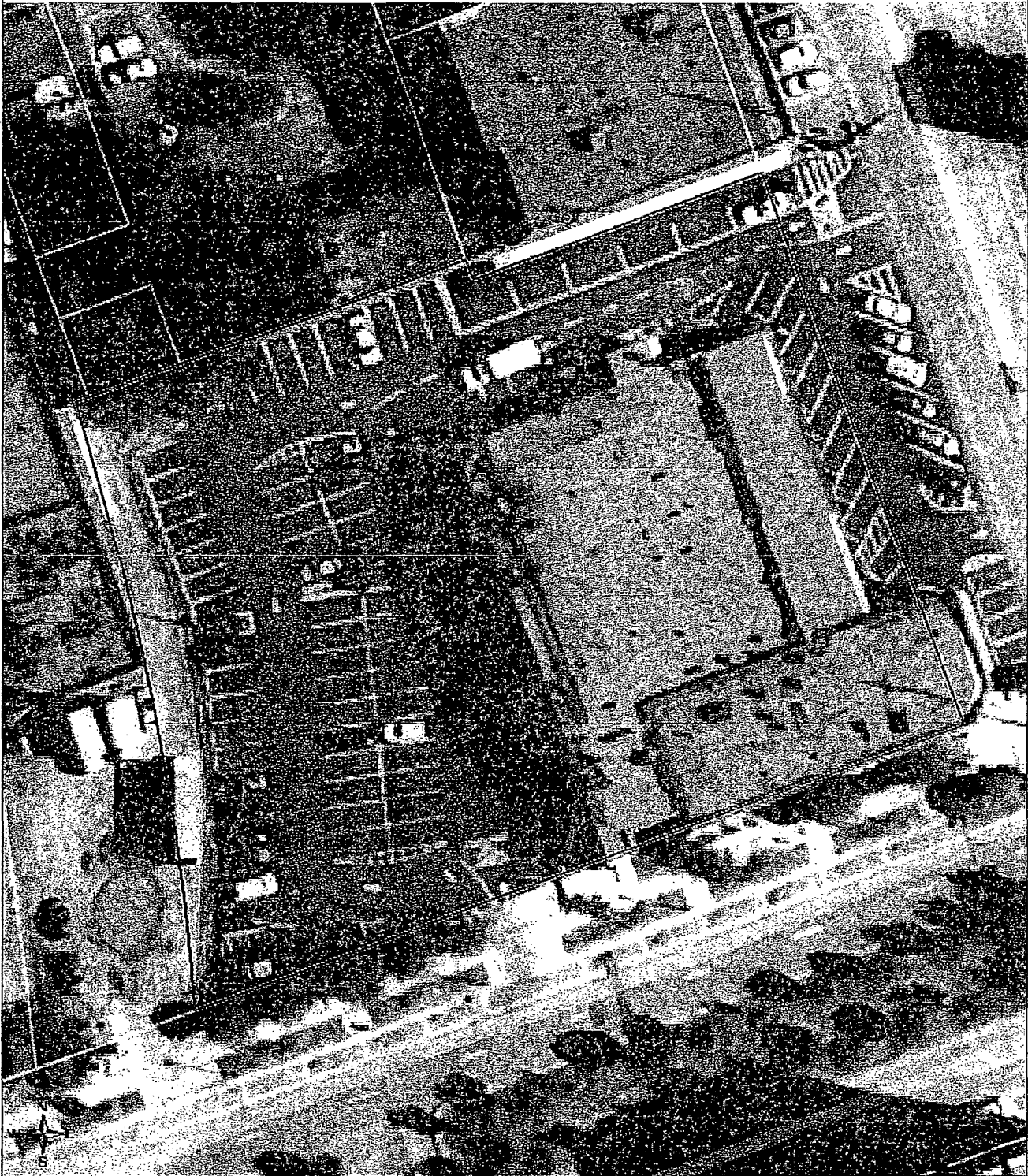
By:

Beth A. Thompson

Beth A. Thompson, individually

EXHIBIT A

Richland County Map



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DISCLAIMER : THIS IS A PRODUCT OF THE RICHLAND COUNTY GIS DEPARTMENT. THE DATA DEPICTED HERE HAVE BEEN DEVELOPED WITH EXTENSIVE COOPERATION FROM OTHER COUNTY DEPARTMENTS, AS WELL AS OTHER FEDERAL, STATE AND LOCAL GOVERNMENTS AGENCIES. RICHLAND COUNTY EXPRESSLY DISCLAIMS RESPONSIBILITY FOR DAMAGES OR LIABILITY THAT MAY ARISE FROM THE USE OF THIS MAP.

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Associates, LLC
ARCHITECTS

Depot Building
800 Gervais St., Suite 200
Columbia, SC 29201
Phone: 803.779.8051
Fax: 803.771.2363
don@earthlink.net

DRAWN BY:	KRC
DESIGNED BY:	KRC
CHECKED BY:	KRC

931 SENATE ST.
UPFT

PROJECT TITLE
SHEET TITLE

FLOOR PLAN

OWG:
DATE: 11/2/07

SHEET NO

A100

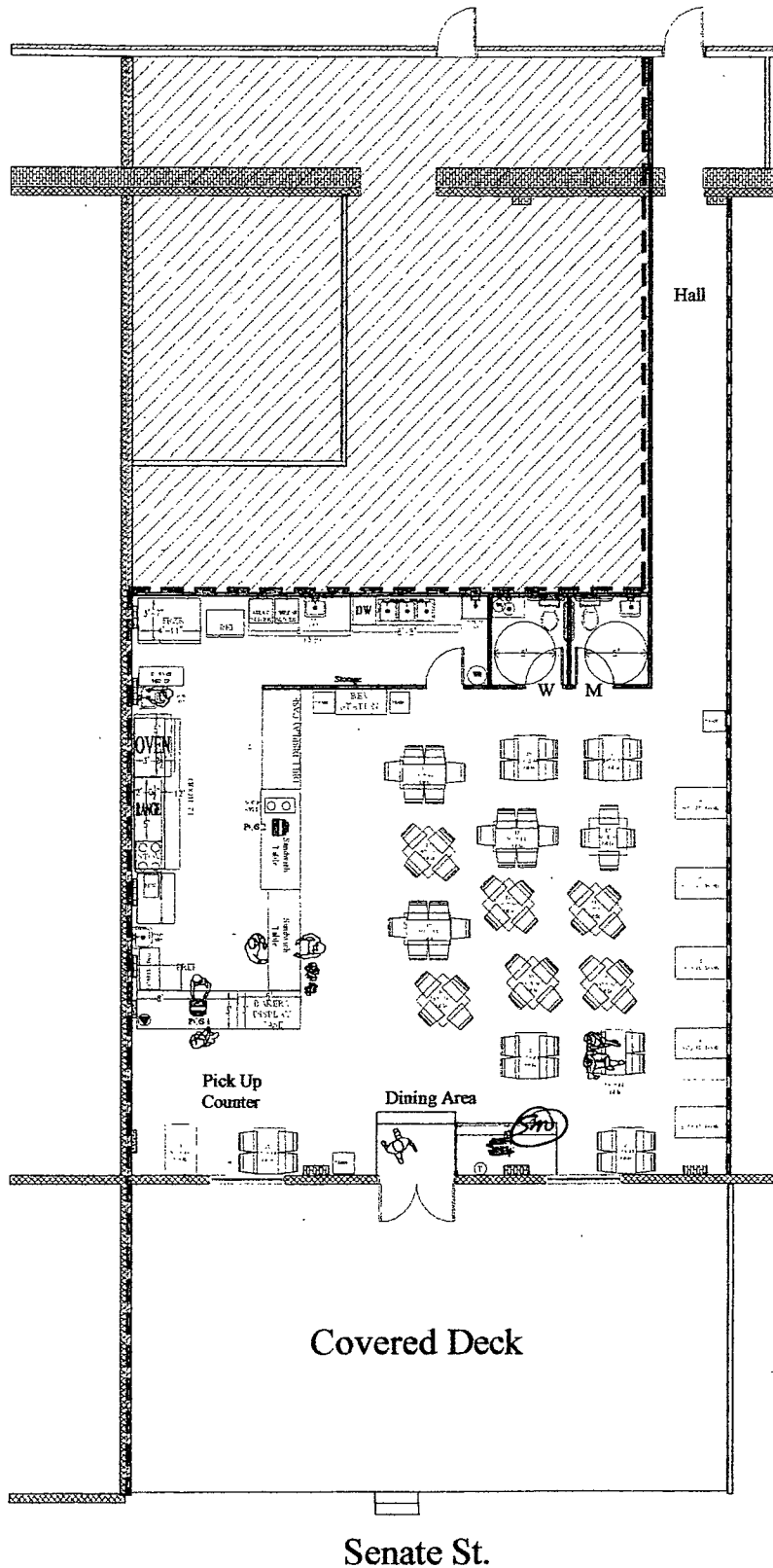
1 OF 2 SHEETS

14. f 15-

EXHIBIT A

PAUL'S PHILADELPHIA EATERY, LLC

931-A Senate St, Columbia, SC, 29201



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Wednesday, November 28, 2007 12:59:49 PM

Prepared by
D² SQUARED CONSULTING INC.
1432 D Avenue
West Columbia, SC, 29169
t-803-622-9037
f-877-651-9982
www.dsqconsulting.com



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Prepared for Paul's
Philadelphia Eatery, LLC
Paul & Abigail Vella
t - 803-276-9406
f - 866-556-1127

Page 1 of 8
Space Plan

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

(5) LEASE contingent upon transfer of business and its assets from Paul Vella and Abigail Vella to Jason Perdakis and Beth Thompson that is scheduled to occur 8/31/10. *Shay Martin*
LEASE AGREEMENT
For Tenant *Beth A. Thompson*

PARTIES: This Lease Agreement (the "Lease") is made this 26th day of August, 2010 by and between Jimmy Martin Realty Group, Inc., a South Carolina Corporation, herein referred to as "Landlord", Jason G. Perdakis, individually, and Beth A. Thompson, individually, hereinafter collectively referred to as "Tenant"

PREMISES: Landlord hereby leases to Tenant and Tenant leases from Landlord all that certain real property and improvements comprising 2,408+ square feet of heated/cooled area and 1,136+ square feet of covered patio area, located at and having as an address 931-A Senate Street, hereinafter referred to as the "Premises", which is a portion of that certain tract of real property and improvements containing 16,000+ square feet of heated area and 2,625+ square feet of covered patio area, located at and having as an address 931 Senate Street, Columbia, South Carolina, hereinafter referred to as the "Property".

TERM: The term of this Lease (the "Term") shall commence on the date of execution of this Lease by Tenant and Landlord (the "Commencement Date"), and shall end at 11:59 p.m. on the last day of the month that is sixty (60) months after the Rental Commencement Date (the "Expiration Date"), unless the Term is sooner terminated as hereinafter expressly provided. As used herein, the term "Lease Year" shall mean each year of the term commencing on the first day of the first full calendar month following the Rental Commencement Date, or any anniversary thereof, and ending at the expiration of twelve (12) calendar months thereafter.

EXTENSIONS: Landlord hereby grants to Tenant the option to extend the Term of this Lease for one (1) consecutive period of Five (5) years (an "Extension Term"), beginning at the time of expiration of the initial Term of this Lease, subject to the following terms and conditions: (i) no default (as defined herein) shall exist under this Lease at the time of the exercise of such option or at the time the Term or Extension Term (as the case may be) would otherwise expire were it not extended; (ii) Tenant shall notify Landlord in writing no later than ninety (90) days prior to the otherwise effective Expiration Date of Tenant's intent to exercise the option. Failure to timely exercise an extension option shall immediately terminate all unexercised extension options; (iii) In the event that Tenant does properly exercise such an extension option, the leasing of the Premises during an Extension Term shall be upon all of the same terms and conditions contained in this Lease, except that Tenant shall have no further rights to extend the Term of this Lease after the exercise of the last extension option or the expiration of the Extension Term last to be exercised, whichever shall first occur, and the rental rate shall increase to Five Thousand Two Hundred and 00/100 (\$5,200.00) Dollars per month.

RENT: Tenant's obligation to begin the payment of rent ("Rent") shall commence on October 1, 2010 (the "Rental Commencement Date"). Tenant shall be obligated to pay monthly Rent of Three Thousand Eight Hundred and 00/100 (\$3,800.00) Dollars commencing on the Rental Commencement Date and the 1st day of each succeeding month throughout the first Lease Year. Then, Four Thousand Two Hundred (\$4,200.00) dollars per month in Year 2, then Four Thousand Six Hundred (\$4,600.00) dollars per month in Year 3, then Four thousand eight hundred (\$4,800.00) dollars per year in Year 4, and Five thousand (\$5,000.00) dollars per month in Year 5.

All payments of rent shall be made to Jimmy Martin Realty Group, Inc. c/o Shay Martin, 129 Big Thursday Court, Chapin, South Carolina, 29036, or at such other location(s) as Landlord shall designate in writing.

~~**AMORTIZED TENANT IMPROVEMENTS (ATI):** From October 1, 2010 through April 1, 2010, Tenant shall pay amortized ATI costs along with its monthly installment of rent. The cost of the ATI shall be set off. Such payments shall be due on the same date as provided for the rent with the same effect terms. The monthly payments shall be \$1,200.00.~~

LATE PAYMENTS: All unpaid rent and other sums of whatever nature owed by Tenant to Landlord under this Lease shall bear interest from the due date thereof until paid at the lesser of eighteen percent (18%) per annum or the maximum interest rate per annum allowed by law (the "Default Rate"). Acceptance by Landlord of any payment from Tenant hereunder in an amount less than that which is currently due shall in no way affect Landlord's rights under this Lease and shall in no way constitute an accord and satisfaction.

RENOVATION: Tenant shall provide to Landlord prior to commencement of construction, and no later than fifteen (15) days after the execution of this Lease, a Work Letter that outlines the construction and renovations to the Premises and Property, if any. The Work Letter shall be attached hereto as Exhibit B and incorporated herein by reference. Tenant shall, at Tenant's sole expense, install within the Premises all trade fixtures and equipment required to operate its business. All trade fixtures, signs, or other personal property installed in the Premises by Tenant shall remain the property of Tenant and may be removed at any time provided that Tenant is not in default hereunder and provided the removal thereof does not or will not cause, contribute to, or result in Tenant's default hereunder, and further provided that Tenant shall at Tenant's sole expense, promptly repair any damage to the Premises resulting from the removal of personal property and shall replace same with personal property of like or better quality. The term "trade fixtures" as used herein shall not include carpeting, floor covering, attached shelving, lighting fixtures other than freestanding lamps, wall coverings, or similar Tenant improvements which shall become the property of Landlord upon surrender of the Premises by Tenant for whatever reason. Tenant shall not attach any fixtures or articles to any portion of the Premises nor make any alterations, additions, improvements or changes, or perform any other work whatsoever in and to the Premises, other than minor interior, cosmetic and decorative changes without obtaining the prior written approval of Landlord. See IMPROVEMENTS AND ALTERATIONS and PROTECTION AGAINST LIENS headings for additional requirements.

SECURITY DEPOSIT: On the Commencement Date Tenant shall pay to Landlord the sum of Five thousand and 00/100 (\$5,000.00) Dollars (the "Security Deposit") as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. Upon default by Tenant under this Lease, or if Tenant fails to perform any of the terms, provisions and conditions of this Lease, Landlord may use, apply, or retain the whole or any part of the Security Deposit for the payment of any sum due Landlord or which Landlord may expend or be required to expend by reason of the Tenant's default or failure to perform, including, but not limited to, any damages or deficiency in the reletting of the Premises; provided, however, that any such use, application or retention by Landlord of the whole or any part of the Security Deposit shall not be or be deemed to be an election of remedies by Landlord or viewed as liquidated damages, it being expressly understood and agreed that, notwithstanding such use, application or retention, Landlord shall have the right to pursue any and all other remedies available to it under the terms of this Lease or otherwise.

If Tenant is in default under this Lease more than two (2) times within any twelve-month period, irrespective of whether or not such default is cured, then, without limiting Landlord's other rights and remedies provided for in this Lease or at law or equity, the Security Deposit shall automatically be increased by an amount equal to two (2) times the original Security Deposit, which shall be paid by Tenant to Landlord forthwith on demand.

In the event of a sale of the Premises, Landlord shall have the right to transfer the Security Deposit to the purchaser, and Landlord shall thereupon be released from all liability for the return of such Security Deposit. Tenant shall look solely to the new landlord for the return of such Security Deposit.

UTILITIES & SERVICES: Tenant shall pay for all utilities and services related to its use of the Premises including, but not limited to, electricity, gas, heat, water, sewer, and telephone, together with all deposits and fees in connection therewith. If Tenant fails to pay any utility bills or charges, Landlord may, at its option, upon reasonable notice to Tenant pay the same and in such event, the amount of such payment together with interest thereon at the Default Rate from the date of such payment by Landlord, will be added to Tenant's next due payment and charged in addition to Rent. Landlord shall not be responsible

Handwritten signature and initials, possibly "BAS" and "SM", in a circle.

for any stoppage or interruption of utilities services nor shall Landlord be liable to Tenant or any other person for any damage occasioned by failure in any utility system or by the bursting or leaking of any vessel or pipe in or about the Premises (except to the extent of liability or casualty insurance proceeds actually recovered by Landlord or paid on account of Landlord), or for any damage occasioned by water coming into the Premises or arising from the acts or neglects of occupants of adjacent property or the public, unless the same is caused by the negligent or willful misconduct of Landlord.

COMMON AREA MAINTENANCE (CAM): During each month of the Lease Term, Tenant shall pay to Landlord CAM costs along with its monthly installments of rent, without demand, deduction or set off, Tenant's proportionate share of all costs incurred by Landlord in maintaining, repairing, and operating, including, without limitation, the total cost of operating, repairing, lighting, cleaning, maintaining, landscaping, planting, painting, and managing (10% of the foregoing costs) the Property. Tenant shall pay its proportionate share of these operating costs in advance based on estimates made by Landlord from time to time. Should these common area maintenance costs be underestimated, Tenant shall pay any deficiency along with the payment of Rent next due and thereafter pay its adjusted proportionate share of operating costs in equal monthly installments as herein provided. Any excess payments shall be credited against the payments of CAM costs next due. Tenant's proportionate share is computed by dividing the square footage of the leased Premises by the overall square footage of building improvements located on the Property. The current CAM is \$1.61 per square foot which equates to \$323.18 per month.

TAXES: Tenant shall pay any taxes, documentary stamps or assessments of any nature imposed or assessed upon Tenant's occupancy of the Premises or upon Tenant's furniture, furnishings, trade fixtures, equipment, machinery, inventory, merchandise or other property located on the Premises promptly as all such taxes or assessments may become due and payable without any delinquency. If applicable in the jurisdiction where the Premises are located, Tenant shall pay and be liable for all rental tax (only to the extent such rental tax is levied in lieu of ad valorem property taxes against the Premises), sales, use and inventory taxes or other similar taxes, if any, levied or imposed by any city, state, county or other governmental body having authority, such payments to be in addition to all other payments required to be paid Landlord by Tenant under the terms of this Lease. Such payment shall be made by Tenant directly to such governmental body if billed to Tenant, or if billed to Landlord, such payment shall be paid concurrently with the payment of the Rent. Notwithstanding the foregoing Tenant shall have the right, at its sole cost and expense, to contest any tax contemplated by this Section provided that (i) Tenant shall send Landlord notice of Tenant's intent to contest such taxes, and (ii) upon contesting the amount of such taxes, Tenant shall deposit the amount of such taxes into an escrow account reasonably acceptable to Landlord.

Tenant shall be liable for a pro rata share of the annual ad valorem taxes (Richland County Real Estate Tax) upon the Property during the Term hereof. Tenant's pro rata share shall be calculated in the same manner as CAM. Tenant will make monthly payments to Landlord based on the prior year Tax Bill, which payments shall be adjusted upon receipt of the current year Tax Bill, typically in November. Such payments will be due on the same date as specified for the rent with the same default terms. Based on the 2009 tax bill, current payments are \$1.68 per square foot which equates to \$337.09 per month.

IMPROVEMENTS AND ALTERATIONS: Tenant shall make and install all alterations, improvements and equipment described in the Work Letter (the "Tenant Improvements"). Tenant shall not make or permit to be made any other structural changes, alterations, additions or improvements to the Premises ("Tenant Alteration") without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. If Landlord fails to reject any requested Tenant Alteration within thirty (30) days after Landlord's receipt of detailed and final plans, specifications or drawings depicting the desired Tenant Alteration, such requested Tenant Alteration shall be deemed approved in accordance with the plans, specifications or drawings submitted by Tenant. To the best of Tenant's knowledge the design and construction of Tenant's Improvements and any Tenant Alterations will be in compliance with Title III of the Americans With Disabilities Act, Public Law 101-336. Tenant shall, prior to the commencement of construction and installation of the Tenant Improvements and of any Tenant Alteration,

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furnish Landlord with an original builder's risk policy of insurance in form and amount of coverage reasonably acceptable to Landlord, showing Tenant as named insured and Landlord as loss payee. All Tenant Improvements and Tenant Alterations shall be performed in accordance with all legal requirements applicable thereto and in a good and workmanlike manner with first class materials. Further, Landlord shall have the right to approve the general contractor to be used by Tenant in connection with any structural work which approval shall not be unreasonably withheld or delayed. All Tenant Improvements and Tenant Alterations, including, but not limited to, all walls, railings, carpeting, floor and wall coverings, other permanent real estate fixtures made by, for, or at the direction of Tenant, shall, when made, become the property of Landlord and shall remain upon the Premises at the expiration or earlier termination of this Lease; provided, however, that if Landlord at the time of giving its approval to any Tenant Alteration notifies Tenant that approval is conditioned upon restoration, then prior to the expiration of the Term of this Lease, Tenant shall, at its sole cost and expense, remove such Tenant Alterations and restore the Premises to its condition prior to the making of such Tenant Alteration. Notwithstanding the foregoing, Tenant shall be permitted to make non-structural changes, alterations or improvements to the Premises without Landlord's prior consent, provided Tenant shall deliver to Landlord a copy for all plans for non-structural work. Refer to PROTECTION AGAINST LIENS for additional requirements regarding improvements and alterations.

CONDEMNATION: If all of the Premises is taken or condemned for a public or quasi-public use, or if a material portion of the Premises is taken or condemned for a public or quasi-public use and the remaining portion thereof is not usable by Tenant, in the reasonable judgment of Tenant and Landlord, this Lease shall terminate as of the earlier of the date title to the condemned real estate vests in the condemnor and the date on which Tenant is deprived of possession of the Premises. In such event, the Rent and other sums payable hereunder shall be apportioned and paid in full by Tenant to Landlord to that date; all rent and other sums payable hereunder prepaid for periods beyond that date shall forthwith be repaid by Landlord to Tenant, and neither party shall thereafter have any liability hereunder, except that any obligation or liability of either party, actual or contingent, under this Lease which has accrued on or prior to such termination date shall survive. If only part of the Premises is taken or condemned for a public or quasi-public use and this Lease does not terminate as provided above, Landlord to the extent of the award it receives, shall restore the Premises to a condition and to a size as nearly comparable as reasonably possible to the condition and size thereof immediately prior to the taking, and there shall be an equitable abatement of the rent according to the value of the Premises before and after the taking. Pending such determination, Tenant shall continue to pay the rent as herein originally specified, and upon such determination, if Tenant is entitled to a refund because of an overpayment of rent, Landlord shall make the same promptly, or in lieu thereof credit the amount thereof to future installments of Rent as they become due at Tenant's option. Landlord shall be entitled to receive the entire award in any proceeding with respect to any taking, without deduction therefrom for any estate vested in Tenant by this Lease, and Tenant shall receive no part of such award.

GOVERNMENTAL ORDERS: Tenant agrees, at its own expense, to comply with all requirements of any legally constituted authority made necessary by reason of Tenant's use or occupancy of the Premises, unless such requirements are being contested by Tenant in good faith and upon advice of counsel in which event Tenant shall comply as obligated by the result of any such contest. Tenant agrees to comply promptly with any such requirements if not made necessary by reason of Tenant's occupancy.

USE OF PREMISES: Tenant shall use the Premises only for a casual *American Greek style* restaurant (See Exhibit C for additional description of uses and restrictions), and for no other purposes. All uses of the Premises shall comply with all laws, ordinances, orders, rules and regulations (including without limitation, the zoning classifications existing as of the Rental Commencement Date) of any lawful governmental authority, agency or other public or private regulatory authority having jurisdiction over the Premises. Without limiting the generality of the above provision, the Premises shall not be used for the treatment, storage, use or disposal of toxic or hazardous waste or substances, or any other substance, that is prohibited, limited or regulated by any governmental or quasi-governmental authority. Notwithstanding the foregoing, Tenant shall have the right to use ordinary cleaning supplies and solvents in the ordinary course of business. Tenant shall save Landlord harmless from any penalties, fines, costs,

expenses or damages resulting from failure so to comply. Tenant shall not do any act or follow any practice relating to the Premises which shall constitute a nuisance or detract in any way. Tenant's duties in this regard shall include making arrangements at Tenant's expense for the proper storage and timely disposition of garbage and refuse, and allowing no noxious or offensive odors, fumes, gases, smoke, dust, steam or vapors, or any loud or disturbing noise or vibrations to originate in or emit from the Premises. Tenant shall save Landlord harmless from any claims, liabilities, penalties, fines, costs, expenses or damages resulting from the failure of Tenant to comply with the provisions of this Section.

LIMITS OF USE: Tenant shall not use the Premises for any purpose other than as a casual dining restaurant or use or permit anything upon the Premises that will invalidate the insurance coverage on the Premises or increase the rate thereof, in any manner deface or injure the improvements or any part thereof, overload the floors, or permit any objectionable noise or odor to escape, or to permit or create a nuisance, or in any way to injure the reputation of the property.

EXCLUSIVE USE: Landlord agrees not to lease space at the Property to any other similar casual dining restaurants serving primarily American-Greek style A similar menu. For this consideration, Tenant understands that the other existing tenants at the Property have Exclusive Use agreements as well, and Tenant shall not use the Premises for any purpose that directly competes with these existing users—Flying Saucer, Monterey Mexican, Five Guys Burgers & Fries and Robert Jeffrey Salon. More specifically, Tenant may not 1) have alcohol sales that exceed 30% of gross revenues for three (3) or more months in any given year, 2) have a menu of primarily Mexican and/or Tex-Mex foods, 3) have a menu of primarily burgers and fries, and 4) be primarily a bar and/or night club type operation. SN

MAINTENANCE AND REPAIRS: Except for Landlord's maintenance responsibilities as provided below, Tenant shall, at Tenant's expense, at all times keep the Premises (interior and exterior) and appurtenances thereto in good order, condition and repair, clean, sanitary, and safe, including without limitation, the plumbing, wiring, electrical systems, heating systems, air conditioning systems, glass and plate glass, equipment and machinery constituting fixtures, and shall, in a manner satisfactory to Landlord, decorate and paint the Premises when necessary, to maintain at all times a clean and tidy appearance. Tenant's duty to maintain the heating and air conditioning systems shall specifically include the duty to enter into and maintain at Tenant's sole expense during the entire Term of this lease a contract for the routine and periodic maintenance and regular inspection of such heating and air conditioning systems, the replacement of filters as recommended and the performance of other recommended periodic servicing in accordance with applicable manufacturer's standards and recommendations. In the event Tenant fails to perform any of its obligations as required hereunder, Landlord may, but shall not be required to, perform and satisfy same, with Tenant hereby agreeing to reimburse Landlord for the cost thereof promptly upon demand.

Landlord shall keep the exterior supporting walls, the foundation and roof of the Premises in reasonable repair, provided that Tenant shall promptly give Landlord written notice of the necessity for such repairs and provided that the damage thereto shall not have been caused by negligence or willful acts of Tenant, its officers, agents, employees, customers or invitees or those of its permitted assignees, subtenant (if approved by Landlord), licensees or concessionaires, in which event Tenant shall be responsible therefor. Landlord shall have no obligation to repair, maintain, alter, or perform any other acts with reference to the Premises or any part thereof, or any plumbing, heating, ventilation, electrical, air conditioning, or other mechanical installations therein.

SUBLEASE: Tenant shall not have the right to pledge or assign Tenant's leasehold interest or to sublease the Premises or any part thereof without written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Under no circumstances may any person or entity other than Tenant occupy the Premises on a permanent or long-term basis without written approval of Landlord.

TENANT'S PERSONAL PROPERTY: All personal property on the Premises shall be at the risk of the Tenant only, and Landlord shall not be liable for any damage thereto or theft thereof, nor shall Landlord

be liable for any damage to the persons or property of Tenant or other persons resulting from the act or neglect of any other person or occupant, lack of repair to any building improvement or any accident occurring in or about the Premises. Landlord shall not be required to maintain insurance coverage on any of Tenant's property.

CASUALTY: If the Premises is damaged or destroyed by fire or casualty to the extent that the Premises are unusable by Tenant and cannot be repaired or rebuilt from insurance proceeds within one hundred twenty (120) days from receipt of insurance proceeds, Tenant may (1) immediately vacate the Premises, and (2) notify the Landlord in writing within fourteen days thereafter of its intention to terminate the Lease. Landlord shall also in such event have the right to notify Tenant of termination of the Lease within forty-five (45) days following such casualty unless Tenant agrees to rebuild as provided above. If the Lease is terminated, all rent shall be apportioned as of the date of the casualty. If neither party terminates this Lease Landlord shall immediately commence reconstruction of the Premises and Tenant of the Tenant improvements, all of which shall proceed with all reasonable diligence and the rent shall abate until completion of said improvements.

PROPERTY DAMAGE: Tenant is responsible and agrees to pay and indemnify Landlord for and hold Landlord harmless from damage or injury caused or occasioned by act or neglect of Tenant, and any agent, servant, employee, contractor, guest, invitee, or licensee of Tenant or person under the control of Tenant.

DEFAULT: If default shall at any time be made by Tenant in the payment of rent hereby reserved, or any installment thereof or any other sum beyond five (5) days after written notice by Landlord following the date due Landlord hereunder, or if default beyond thirty (30) days written notice of same by Landlord, shall be made in any of the other covenants, warranties or obligations, herein contained, or the leased interest be levied on under execution, or if the Tenant shall abandon the Premises, or seek protection or file under bankruptcy laws or be declared bankrupt or insolvent according to the law, or if any assignment of property of Tenant shall be made for the benefit of creditors, then and in any of said cases, the Landlord may at its option at once without notice to the Tenant or any other person terminate and cancel this Lease or reenter and remove all persons and properties from the Premises and dispose of such property as it deems fit or both, all without resort to legal process and without being guilty of trespass or being liable for any damages caused thereby. If Landlord reenters the Premises, either with or without legal process, it may either terminate this Lease or, from time to time without terminating this Lease, make such alterations and repairs as may be necessary or appropriate to relet the Premises, and relet the Premises upon such terms and conditions as Landlord deems advisable without any responsibility on Landlord whatsoever to account to Tenant for any surplus rents collected. No retaking of possession of the Premises by Landlord shall be deemed as an election to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant at the time of reentry, but notwithstanding any such reentry or reletting without termination, Landlord may at any time thereafter elect to terminate for such previous default. In the event of an election of termination by Landlord, whether before or after reentry, Landlord may recover from Tenant damages including the costs of recovering and releasing Premises, including but not limited to, marketing/advertising costs, demolition and tenant improvements costs/allowances and leasing commissions, if any, associated with releasing the Premises. If any rent owing under this Lease is collected by or through an attorney, Tenant agrees to pay Landlord's reasonable attorney's fees to the extent allowed by applicable law. Upon the termination of this Lease at the option of the Landlord, or the expiration by lapse of time of the term hereby demised, the Tenant will at once surrender possession of the Premises to the Landlord and if such possession be not immediately surrendered, the Landlord may forthwith re-enter said Premises and repossess it thereof as of its former estate and remove all persons and effects therefrom, using such force as may be necessary, without being deemed guilty of any manner of trespass or forcible entry or detainer. The Tenant expressly waives the service of any notice of intention to terminate this Lease or to re-enter said Premises and waives the service of any demand for payment of rent or for possession, and waives the service of any and every other notice or demand prescribed by any statute or other law. No receipt of monies by the Landlord from the Tenant, after the termination in any way of this Lease, or after giving of any notice, shall reinstate, continue or extend the terms of this Lease or affect any notice given to the Tenant.

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the receipt of such money, it being agreed that after the service of notice or commencement of a suit, or after final judgment or possession of said Premises, the Landlord may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit or said judgment.

LANDLORD'S RIGHT OF ENTRY: Landlord's property manager and Landlord's officers and authorized employees, or any other party authorized by Landlord of whom Tenant has received prior notice and to whom Tenant has not objected, shall have the right to enter the Premises at all reasonable times and upon reasonable notice for the purpose of making repairs, making connections, installing utilities, providing services to the Premises or for any other tenant, making inspections or showing the same to prospective purchasers or lenders, or both; provided, however, that except in the case of an emergency, Landlord shall give Tenant reasonable prior written notice not less than two (2) days in advance of Landlord's intended entry upon the Premises. Further, during the last six (6) months of the Term (including the final six (6) months of the Term as extended in the event that Tenant exercises its option to extend for any one or more Extension Terms), Landlord and those persons authorized by it shall have the right at reasonable times and upon reasonable notice to show the Premises to prospective tenants.

SUBORDINATION AND ATTORNMENT: This Lease is subject and subordinate to any and all mortgages or other security instruments (collectively "Security Instruments") now or hereafter placed on the property of which the Premises are a part, and this clause shall be self-operative without any further instrument necessary to effect such subordination; however, if requested by Landlord, Tenant shall promptly execute and deliver to Landlord any such certificate or certificates reasonably acceptable to Landlord as Landlord may reasonably request evidencing subordination of this Lease to the assignment of this Lease as additional security for any such Security Instruments. Provided, however, in each case the holder of any Security Instrument shall agree that this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as no default by Tenant shall then be subsisting under the terms of this Lease and that such holder or acquirer shall be bound hereby and responsible to perform all obligations of Landlord under this Lease. Provided such holder or acquirer shall so agree as provided in the preceding sentence, Tenant shall continue its obligations under this Lease in full force and effect notwithstanding any such default proceedings under a Security Instrument and shall attorn to the mortgagee, trustee or beneficiary of such Security Instrument, and their successors or assigns, and to the transferee under any foreclosure or default proceedings. Tenant will, upon request by Landlord, execute and deliver to Landlord or to any other person designated by Landlord, any instrument or instruments in form and content reasonably acceptable to Tenant evidencing its agreement to so attorn and perform under this Lease.

TRANSFER OF LANDLORD'S INTEREST: If Landlord shall sell, assign or transfer all or any part of its interest in the Premises or in this Lease to a successor in interest which expressly assumed the obligations of Landlord hereunder at the time of such transfer, then Landlord shall thereupon be released and discharged from all covenants and obligations hereunder, and Tenant shall look solely to such successor in interest for performance of all of Landlord's obligations; provided, however, to the extent Landlord's negligent or willful misconduct results in any loss or damage occurring prior to the date of transfer of Landlord's interest, Landlord shall remain liable for such loss or damage. Tenant's obligations and lease rights under this Lease shall in no manner be affected by Landlord's assignment hereunder, and Tenant shall thereafter attorn and look solely to such successor in interest as the Landlord hereunder.

ESTOPPEL CERTIFICATES: Within ten (10) days after a request by Landlord or ground Landlord of Landlord, Tenant shall deliver a written estoppel certificate, in form supplied by or acceptable to Landlord, certifying any facts that are then true with respect to this Lease, including, but not limited to, that this Lease is in full force and effect, that no default exists on the part of Landlord or Tenant, that Tenant is in possession, that Tenant has commenced the payment of rent, and that there are no defenses or offsets claimed by Tenant with respect to payment of rent under this Lease or, if such defense or offsets exist, setting forth the same.

PROTECTION AGAINST LIENS: Tenant shall do all things necessary to prevent the filing of any mechanics', materialmen's or other types of liens whatsoever, against all or any part of the Premises by reason of any claims made by, against, through or under Tenant, including but not limited to, having all contractors sign an agreement prior to the commencement of any work, that such contractor will look solely to the Tenant for compensation for the work being performed. If any lien is filed against the Premises, Tenant shall either cause the same to be discharged of record within thirty (30) days after filing or, if Tenant, in its discretion and in good faith, determines that such lien should be contested, shall furnish and post such security as may be necessary to release the Premises from such lien and prevent any foreclosure proceedings against the Premises during the pendency of such contest. If Tenant shall fail to discharge such lien within said time period or fail to furnish such security, then, Landlord may at its election, in addition to any other right or remedy available to it, discharge the lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Landlord acts to discharge or secure the lien, then Tenant shall immediately reimburse Landlord, for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) actually incurred by Landlord involving such lien together with interest on the total expenses and costs at the Default Rate.

LIEN OF LANDLORD: Landlord shall have, and Tenant hereby grants, a Landlord's lien and security interest in any furnishings, equipment, fixtures, inventory, accounts receivable or other personal property of any kind belonging to Tenant, or the equity of Tenant therein, on the Premises. The security interest is granted for the purpose of securing the payment of rent, other charges, assessments, penalties and damages herein covenanted, to be paid by Landlord hereunder. Upon Tenant's default or breach of any covenants of this Lease, Landlord shall have all the remedies available under the laws of the State of South Carolina, including, but not limited to, the right to take possession of the above mentioned property, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice to Tenant's last known address of the time and place of any public sale, or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase it. The proceeds from any such disposition, less any and all expenses connected with taking possession, holding and selling the property, shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law; the Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to the Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code. Any applicable statutory lien for rent is not herein waived, the security interest herein granted being in addition and supplementary thereto.

FORCE MAJEURE: In the event Landlord or Tenant shall be delayed, hindered or prevented from the performance of any act required hereunder, by reason of governmental restrictions, scarcity of labor or materials, strikes, fire, or any other reasons beyond their control, the performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended as necessary to complete performance after the delay period. However, the provisions of this Section shall in no way be applicable to the obligations of Tenant to pay, repay or reimburse any sums, monies, costs, charges or expenses owing under this Lease, including without limitation, Tenant's obligations to pay rent hereunder.

NOTICE: Service of notice between the parties shall be mailed or delivered to Tenant at 210 Agrave Way, Columbia, SC 29229 and/or the Premises. Notice to Landlord shall be given to Jimmy Martin Realty Group, Inc. c/o Shay Martin, 129 Big Thursday Court, Chapin, South Carolina 29036. Notice shall be effective when mailed by certified mail, postage prepaid, or when delivered if hand delivered.

INDEMNIFICATION: Tenant hereby covenants and agrees to indemnify, save and hold harmless the Landlord against any and all losses, damages and expenses of every kind and nature, incurred or sustained, including attorney's fees, because of or as a consequence of any act or omission of Tenant, its agents, servants, employees, contractors, guests, licensees and invitees, by reason of destruction, injury or damage to life, person or property, in or upon the Premises, or any portion thereof, or growing out of

[Handwritten signature and initials]

Tenant's existence, use or occupancy, it being intended that Tenant shall indemnify Landlord, its agents, servants and employees, from any and all claims, suits, demands, actions, fines, injuries, damages and liabilities for which the Landlord could or might be held or claimed or alleged to be responsible or liable. The purpose of this Section is to insure full, complete and total indemnification by Tenant to the Landlord for liability to third parties for their personal injury and for damage to property and person, and this Section shall be so construed.

INSURANCE: (a) Required Coverage. Tenant covenants and agrees that Tenant will carry and maintain, at its sole cost and expense, the insurance required under subsections (a)(i) and (a)(ii) below. All such policies of insurance shall be issued in form acceptable to Landlord by insurance companies with a rating of not less than "A", if available, in the most current available "Best's Insurance Reports" and licensed to do business in the State of South Carolina. Throughout the Term of this Lease, Tenant shall carry and maintain the following types of insurance:

(i) Liability insurance in the Commercial General Liability form (or reasonable equivalent thereto) covering the Premises and Tenant's use thereof against claims for personal injury or death, property damage and product liability occurring upon, in or about the Premises, such insurance to be written on an occurrence basis (not a claims made basis), to be in limit amounts not less than \$1,000,000.00 per person, \$1,000,000.00 per claim and \$1,000,000.00 property damage, and to have general aggregate limits of not less than \$2,000,000.00 for each policy year. The insurance coverage required under this Subsection (a)(i) shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in the Indemnification Section of this Lease and, if necessary, the policy shall contain a contractual endorsement to that effect. The general aggregate limits under the Commercial General Liability insurance policy or policies must apply separately to the Premises and to Tenant's use thereof (and not to any other location or use of Tenant) and such policy shall contain an endorsement to that effect.

(ii) Insurance covering all of the items included in Tenant's leasehold improvements, heating, ventilating and air conditioning equipment, trade fixtures, merchandise and personal property from time to time in, on or upon the Premises, in an amount not less than ninety percent (90%) of their full replacement value from time to time during the Term, providing protection against perils included within the standard form of "all-risks" fire and casualty insurance policy, together with insurance against sprinkler damage, vandalism and malicious mischief.

(b) Policy Requirements. Each of Tenant's insurance policies required above shall: (i) name Landlord, as well as any mortgagee of Landlord, as an additional insured; (ii) provide that a certificate evidencing such insurance shall be delivered to Landlord prior to the Rental Commencement Date and thereafter within thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate; (iii) contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days notice in writing in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; and (iv) be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry. Notwithstanding the provisions of subparagraph (iii) of the preceding sentence, Tenant shall be responsible for providing Landlord with at least twenty-five (25) days notice in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance.

(c) Waiver of Subrogation. Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Premises and its contents arising from any risk covered by all risks fire and extended coverage insurance, and to the extent of recovery under valid and collectible policies of such insurance, provided that such waiver does not invalidate such policies or prohibit recovery thereunder. The parties hereto each, on behalf of their respective insurance companies insuring the property of either

Landlord or Tenant against any such loss, waive any right of subrogation that such insurers may have against Landlord or Tenant, as the case may be.

(d) Landlord's Insurance. Landlord shall maintain insurance for the Property including, but not limited to, liability and extended coverage against fire. Such coverage shall not include any furniture, furnishings, trade fixtures, equipment, machinery, inventory, merchandise or any personal property of Tenant in the Premises

Tenant shall be liable for a pro rata share of this insurance premium. Tenant's pro rata share shall be calculated in the same manner as CAM. Tenant will make monthly payments to Landlord based on the current year policy, which payments shall be adjusted upon the annual renewal of the policy, currently in September. Such payments will be due on the same date as specified for the rent with the same default terms. Based on the September 2009-September 2010 policy, current payments are \$0.36 per square foot which equates to \$72.68 per month.

LEASING COMMISSION: Landlord and Tenant represent and warrant each to the other that they have not dealt with any broker or other person that may claim any entitlement to any commission in connection with this transaction. Landlord and Tenant agree to indemnify and save each other harmless from and against any and all claims, suits, liabilities, costs, judgments and expenses, including reasonable attorneys' fees, for any leasing commissions or other commissions, fees, charges or payments resulting from or arising out of their respective actions in connection with this Lease.

LANDLORD LIABILITY: No owner of the Premises, whether or not named herein, shall have liability after it ceases to hold title to the Premises, except for obligations which may have theretofore accrued. Neither Landlord nor any officer, director, shareholder, partner or principal, whether disclosed or undisclosed, of Landlord shall be under any personal liability with respect to any of the provisions of this Lease, and if Landlord is in breach or default with respect to Landlord's obligations or otherwise under this Lease, Tenant shall look solely to the equity of Landlord in the Premises for the satisfaction of Tenant's remedies.

SURRENDER OF PREMISES: At the expiration or earlier termination of the Term of this Lease, Tenant shall surrender the Premises and, subject to the terms of this Lease, all improvements, furnishings, alterations and additions, and keys therefor to Landlord, clean and neat, and in the same condition as at the Rental Commencement Date, natural wear and tear only excepted.

ENVIRONMENTAL MATTERS:

(a) Compliance with Environmental Laws. Tenant hereby warrants and represents that all of its respective activities on the Premises, during the course of this Lease will be conducted in material compliance with all applicable and enforceable federal, state, and local laws, regulations, orders, permits, ordinances, and the like concerning protection of human health and/or the environment ("Environmental Laws"). Tenant warrants and represents that its use of the Premises and conduct of its business thereon will be in compliance with all applicable Environmental Laws and that there are no pending or threatened notices of deficiency, notices of violation, orders, or judicial or administrative actions involving alleged violations by Tenant of any Environmental Laws with respect to the Premises. Tenant, at Tenant's sole cost and expense, shall be responsible for obtaining all permits or licenses or approvals under Environmental Laws necessary for Tenant's operation of its business on the Premises and shall make all notifications and registrations required by any applicable Environmental Laws. Tenant, at Tenant's sole cost and expense, shall at all times comply with the terms and conditions of all such permits, licenses, approvals, notifications and registrations and with any other applicable Environmental Laws. Tenant warrants that it has obtained or will obtain all such permits, licenses or approvals and made or will timely make all such notifications and registrations required by any applicable Environmental Laws necessary for Tenant's operation of its business on the Premises. Tenant shall not cause or permit any Hazardous Substances (as hereinafter defined) to be brought upon, kept or used in or about the Premises, except for ordinary cleaning supplies and solvents used in the ordinary course of business. In the event that it

BAF
JW

necessary for Tenant to cause or permit any Hazardous Substances (other than ordinary cleaning supplies and solvents) to be brought upon, kept or used in or about the Premises, Tenant shall obtain Landlord's written consent and if Landlord grants such consent, Tenant shall not cause or permit the release of any Hazardous Substances on, about, beneath or above the Premises. If any release does occur, Tenant shall (i) immediately take all necessary steps to contain, control and clean up such release and any associated contamination, (ii) notify Landlord, and (iii) take any and all other action which may be required by any Environmental Laws, governmental agencies, and/or Landlord.

(b) Indemnity. Tenant shall indemnify Landlord and hold Landlord harmless from and against any and all expense, loss and liability suffered by Landlord, with the sole exception of those expenses, losses, and liabilities arising solely from Landlord's own negligence or willful act, by reason of Tenant's improper (regardless of whether accidental, intentional, or negligent) storage, generation, handling, treatment, transportation or disposal (or arrangement for transportation or disposal) of any Hazardous Substances or by Tenant's breach of any of the provisions of this Section including, without limitation, (i) any and all expenses that Landlord may incur to comply with any Environmental Laws as a result of Tenant's failure to comply therewith; (ii) any and all costs that Landlord may incur in studying or remedying any contamination at or arising from the Premises; (iii) any and all costs that Landlord may incur in studying, removing, disposing or otherwise addressing any Hazardous Substances; (iv) any and all fines, penalties or other sanctions assessed upon Landlord by reason of Tenant's failure to comply with Environmental Laws; and (v) any and all legal and professional fees and costs incurred by Landlord in connection with the foregoing. The indemnity contained herein shall survive the termination or expiration of this Lease.

(c) Hazardous Substances; Contamination. The term "Hazardous Substances" as used herein means any hazardous or toxic substance or waste as those terms are defined by any applicable federal or state law or regulation (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601 et. sec. and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. sec.) and petroleum products and oil. The term "Contamination" as used herein means the uncontained or uncontrolled presence of or release of Hazardous Substances into any environmental media and into or on any portion of the Premises so as to require remediation, cleanup or investigation under any applicable Environmental Law.

NATURE AND EXTENT OF AGREEMENT: This Lease, together with all exhibits hereto, contains the complete agreement of the parties concerning the subject matter, and there are no oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Lease creates only the relationship of landlord and tenant between the parties, and nothing herein shall impose upon either party any powers, obligations or restrictions not expressed herein. This Lease shall be construed and governed by the laws of the State of South Carolina.

BINDING EFFECT: This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. This Lease may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

CAPTIONS AND HEADINGS: The captions and headings in this Lease are for convenience and reference only, and they shall in no way be held to explain, modify, or construe the meaning of the terms of this Lease.

SEVERABILITY: If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Lease or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall remain valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties have caused this Lease to be duly executed and sealed as of the 26th day of August, 2010.

WITNESSES:

Paul J. Velh

Paul J. Velh

LANDLORD:

Jimmy Martin Realty Group, Inc.

By:

Shay Martin, Secretary

TENANT:

By:

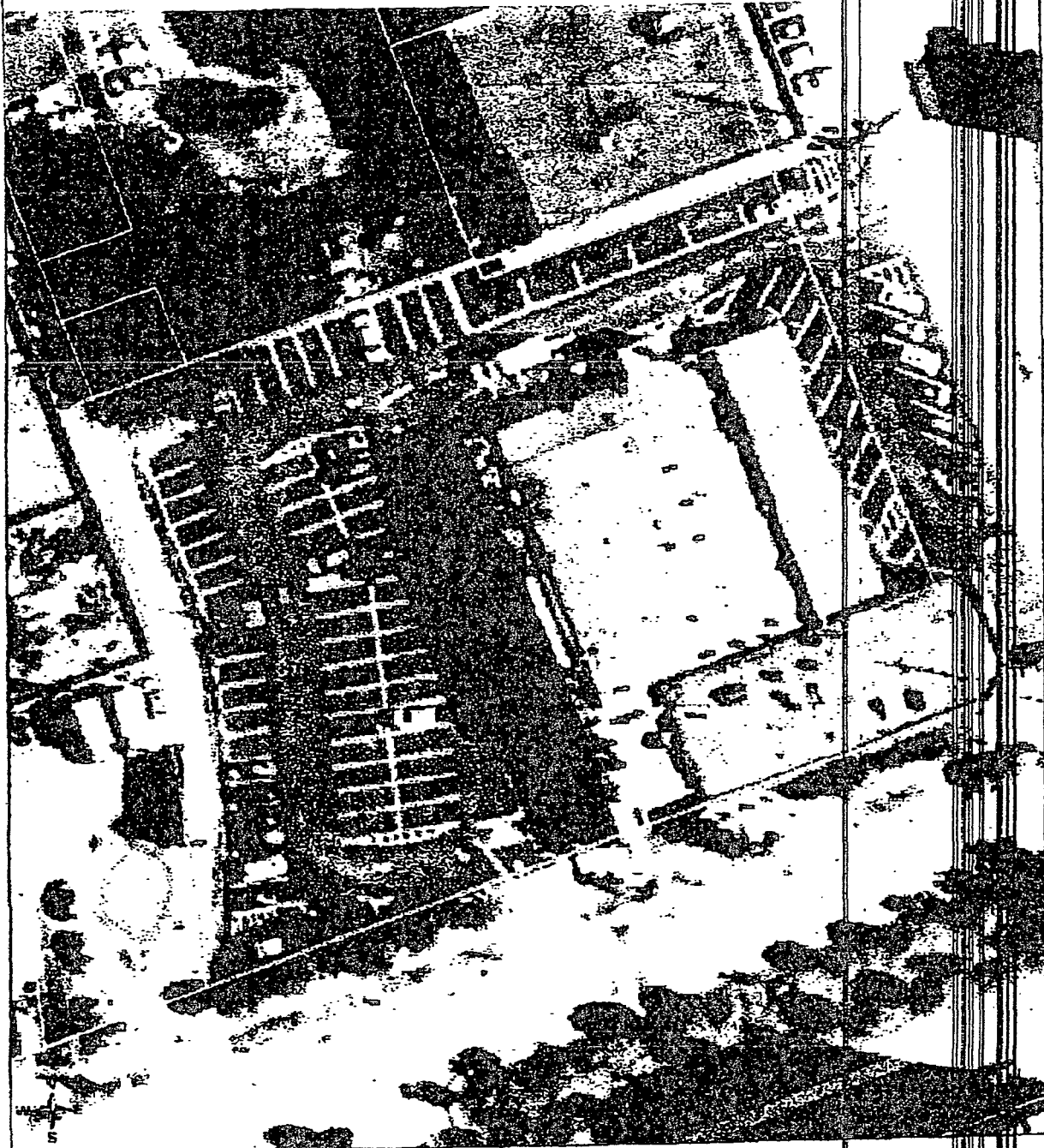
Jason B. Perdakis, individually

By:

Beth A. Thompson, individually

EXHIBIT A

Richland County Map



COPYRIGHT 2009, RICHLAND COUNTY GIS



DISCLAIMER: THIS IS A PRODUCT OF THE RICHLAND COUNTY GIS DEPARTMENT. THE DATA DEPICTED HERE HAVE BEEN DEVELOPED WITH EXTENSIVE COOPERATION FROM OTHER COUNTY DEPARTMENTS, AS WELL AS OTHER FEDERAL, STATE AND LOCAL GOVERNMENTS AGENCIES. RICHLAND COUNTY EXPRESSLY DISCLAIMS RESPONSIBILITY FOR DAMAGES OR LIABILITY THAT MAY ARISE FROM THE USE OF THIS MAP.

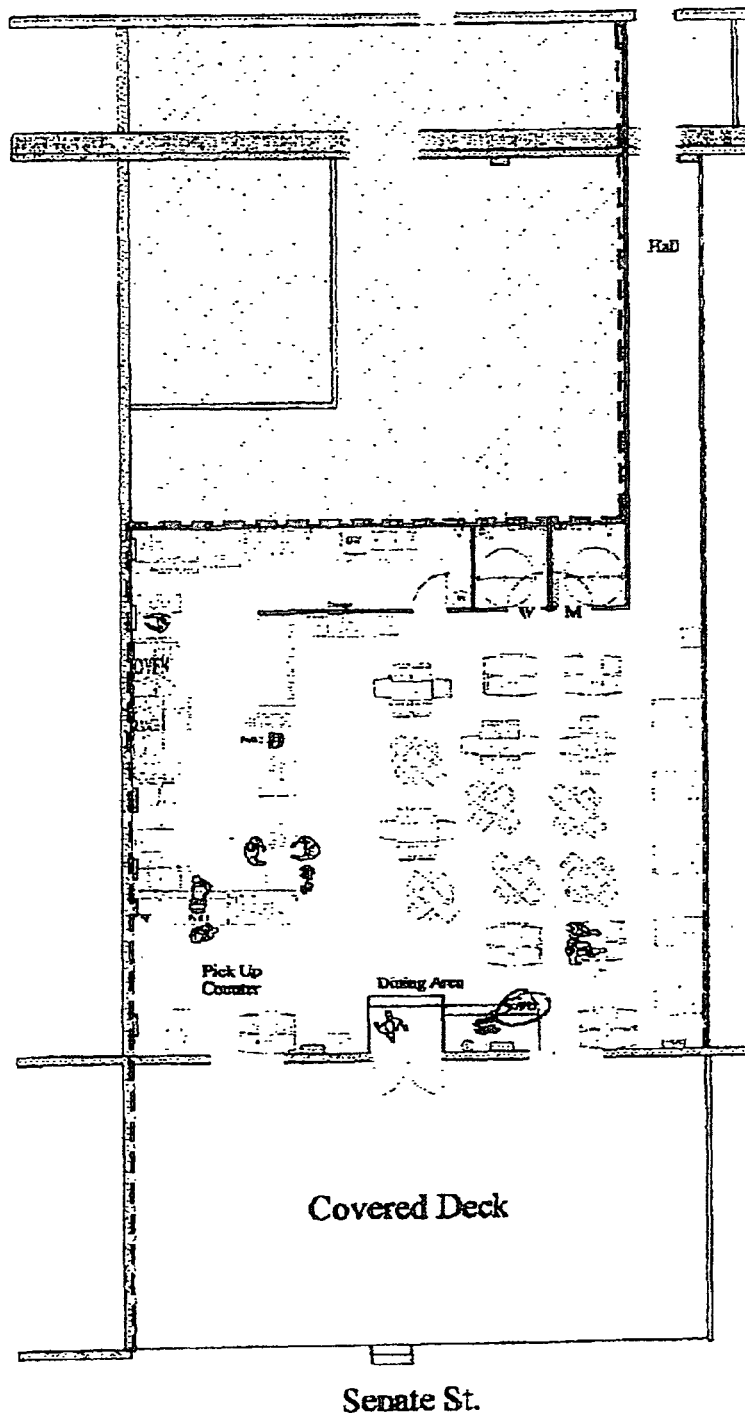
RC GIS

Handwritten signatures and initials, including a circled 'SM' and a signature that appears to be 'BANDY'.

13 of 15

1/2010 5:43 PM

EXHIBIT A
PAUL'S PHILADELPHIA EATERY, LLC
931-A Senate St, Columbia, SC, 29201



(Handwritten signature)

Prepared for Paul's
Philadelphia Eatery, LLC
Paul & Abigail Vella
t - 803-278-9406
f - 866-556-1127
Page 1 of 8
Space Plan

Creation Wednesday, November 10, 2009 12:59:49 PM

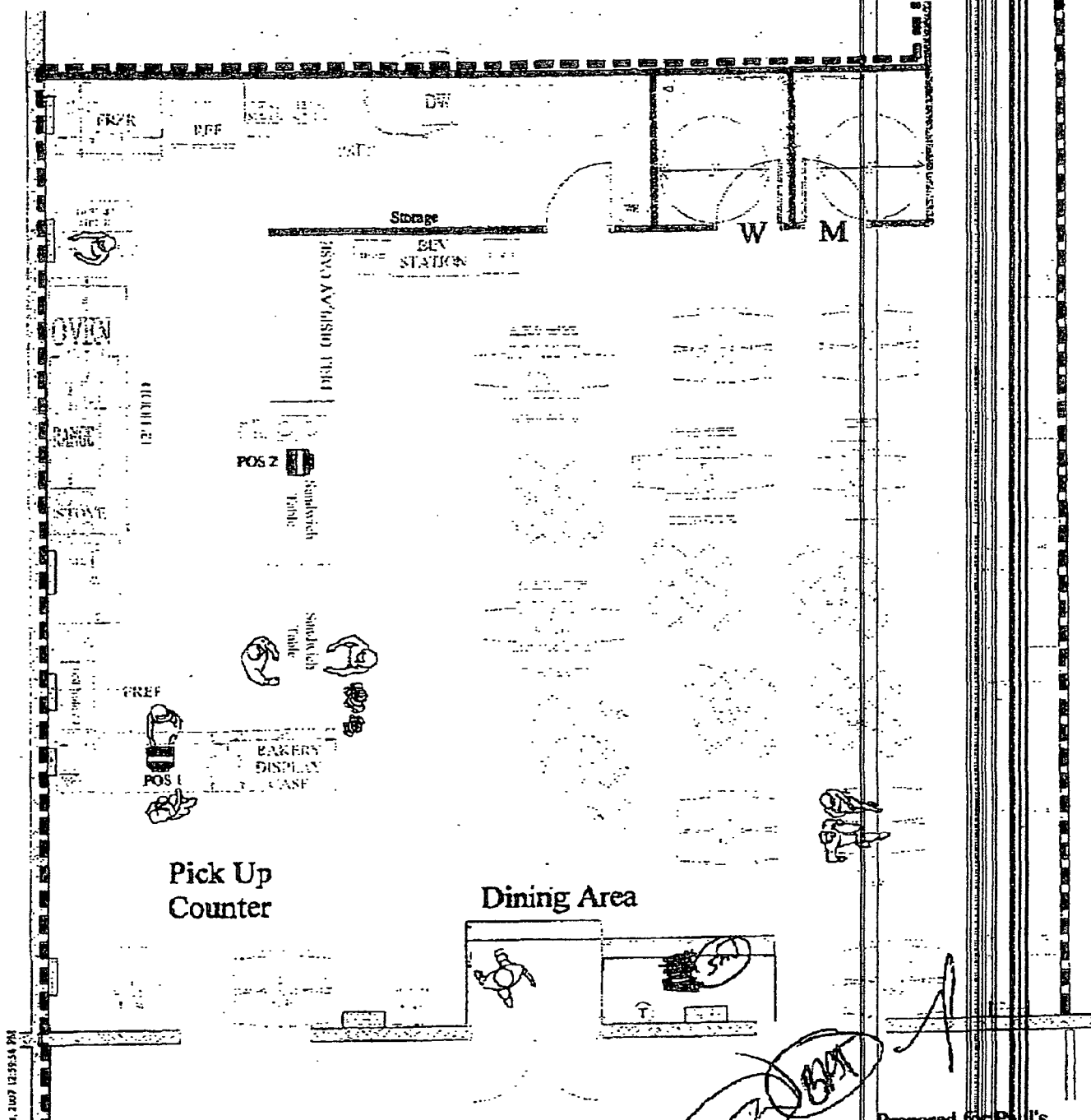
Prepared by
D² SQUARED CONSULTING INC.
1432 D Avenue
West Columbia, SC, 29169
t-803-522-9817
f-877-651-9982
www.d2squaredinc.com



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PAUL'S PHILADELPHIA EATERY, LLC

931-A Senate St, Columbia, SC, 29201



Prepared by
D² SQUARED CONSULTING INC.
1432 D Avenue
West Columbia, SC, 29169
t- 803-622-9037
f- 877-631-9882
www.d2squared.com

This drawing and data is in general electronic format on the property of Paul's Philadelphia Eatery, LLC. Any use of drawings, images or otherwise for other than the intended purpose is prohibited.

Prepared for Paul's
Philadelphia Eatery, LLC
Paul & Abigail Vella
t - 803-278-9416
f - 866-568-1127
Page 2 of 3
Diner Plan

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Aug 27 10 09:08a
Aug 25 10 12:01p

Pauline Y. Perdakis
Shay Martin

603-424-7361
(003) 340-1229

p.18

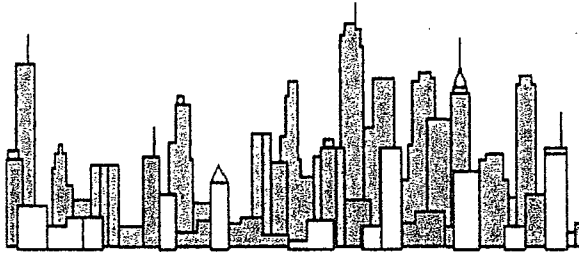
EXHIBIT B
Work Letter-Renovations, Improvements, Alterations

~~Page 14 of 15~~

SAN



PLAINTIFF'S EXHIBIT 2



**Jimmy Martin Realty Group, Inc.
132 Turnberry Lane
Lexington, SC 29072**

Jay Martin
(803) 356-4539
(803) 356-4539
(803) 760-2434
jmartin6@sc.rr.com

Fax
Mobile

Shay Martin
(803) 345-1229
(803) 345-1229
(803) 414-7705
shaym@sc.rr.com

Jason G Perdikis
Beth A Thompson
The Big Ugly
210 Algrave Way
Columbia SC 29229

Hand delivered: April 27, 2011

This letter serves as written notice that you are in violation of several terms and conditions of your lease dated August 26, 2010 for the space at 931-A Senate Street Columbia SC. Violations include:

1. Use of premises: As written on page 4 of the Lease. "Tenant shall use Premises only for a casual American/Greek style restaurant and for no other purpose."
2. Exclusive Use. As written on page 5 of the Lease. "Tenant may not be primarily a bar and/or night club type operation."
3. Insurance: Required Coverage. "Tenant covenants and agrees that Tenant will carry and maintain, at its sole cost and expense, the insurance required under subsections (a)(i) and (a)(ii) below. Proof of insurance has not been provided to the Landlord."

These violations must be corrected immediately or we will enforce the terms of the Default section of the Lease. Thank you for your immediate attention to these matters.

JIMMY MARTIN REALTY GROUP, INC.

Jimmy L. Martin Jr., President

PLAINTIFF'S EXHIBIT 3



Jimmy Martin Realty Group, Inc.
132 Turnberry Lane
Lexington, SC 29072

Jay Martin
(803) 356-4539
(803) 356-0981
(803) 760-2434
imartin6@sc.rr.com

Fax
Mobile

Shay Martin
(803) 345-1229
(803) 345-1229
(803) 414-7705
shaym@sc.rr.com

SENT VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

May 13, 2011

Mr. Jason G. Perdakis
Mrs. Beth A. Thompson
210 Algrave Way
Columbia, SC 29229

Thanks for meeting with us on Tuesday, May 10th to discuss the lease violations we informed you about in our letter dated April 27, 2011. In addition to those violations previously cited and discussed, we have observed, and it has been reported to us, that music is being played at extremely high volumes at the Premises and can be heard beyond the Premise walls. On 2 occasions reported to us, the music was so loud and the bass so strong that the sound vibrations knocked a clock, two vases and several plates off the walls of the adjoining tenants. The following sections of the lease address this issue:

* Use of Premises: ... "Tenant shall not do any act or follow any practice relating to the Premises which shall constitute a nuisance or detract in any way. Tenant's duties in this regard shall include making arrangements at Tenant's expense for the proper storage and timely disposition of garbage and refuse, and allowing no noxious or offensive odors, fumes, gases, smoke, dust, steam or vapors, or any loud or disturbing noise or vibrations to originate in or emit from the Premises."

* Limits of Use: Tenant shall not use the Premises for any purpose other than as a casual dining restaurant, or use or permit anything upon the Premises that will invalidate the insurance coverage on the Premises or increase the rate thereof, in any manner deface or injure the improvements or any part thereof, overload the floors, or permit any objectionable noise or odor to escape, or to permit or create a nuisance, or in any way injure the reputation of the property."

We expect you to implement measures to comply with these provisions of the lease as well as the ones we previously notified you about and discussed with you. We still have not received the proof of insurance previously requested. You are required to maintain insurance at all times and we consider time to be of the essence, in this matter in particular, due to the obvious liability issues.

Sincerely,

JIMMY MARTIN REALTY GROUP, INC.

Jay Martin, President

Shay Martin

To: Jay Martin [jay@imgames.com]

Sent: Monday, May 23, 2011 9:40 AM

To: josh@kendricklaw.com; perkybeththompson@yahoo.com

Cc: jason2s@yahoo.com; lbunch@robinsonlaw.com; Shay Martin

Subject: additional notice

Attachments: Big Ugly Notice noise.doc

This notice was sent certified on 5/16/11 and attempted delivery on 5/17/11 but hasn't been received yet. We are sending the letter out via regular mail today.

Thanks,

Jay Martin

Jimmy Martin Realty Group, Inc.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☒ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ☒ Print your name and address on the reverse so that we can return the card to you. ☒ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <i>x/Beth A. Thompson</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) <i>Beth A. Thompson</i> C. Date of Delivery <i>5-23-11</i> D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
1. Article Addressed to: <i>Jason Perdakis Beth Thompson 210 Algrave Way Columbia SC 29229</i>		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
2. Article Number: <i>7011 0110 0000 4727 8524</i> (Transfer from service)		4. Restricted Delivery? (Extra Fee) ☐ Yes	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service
CERTIFIED MAIL - RECEIPT
 (Domestic Mail Only. No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postage	\$	\$0.44	0072
Certified Fee		\$2.85	00
Return Receipt Fee (Endorsement Required)		\$2.00	
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$5.39	05/16/2011

Postmark
Here

Sent To *Jason Perdakis / Beth Thompson*
 Street, Apt. No.,
 or PO Box No. *210 Algrave Way*
 City, State, ZIP+4 *Columbia SC 29229*

PS Form 3800, August 2006

See Reverse for Instructions

7011 0110 0000 4727 8524

PLAINTIFF'S EXHIBIT 4



+ add your event



NEWS SPORTS BUSINESS LIFE & STYLE OPINIONS MEDIA OBITS FIND N SAVE CLASSIFIEDS HOMES JOBS CARS PLACE AD

what

when

near Columbia, SC

Address, Neighborhood, City & State, or ZIP

Search All Listings

- Like
- Invite Friends

The Big Ugly

931 A Senate Street, Columbia, SC, 29201
(803) 834-5496

Tags: There are no tags.

Venue Type: Bar

Neighborhood: The Congaree Vista

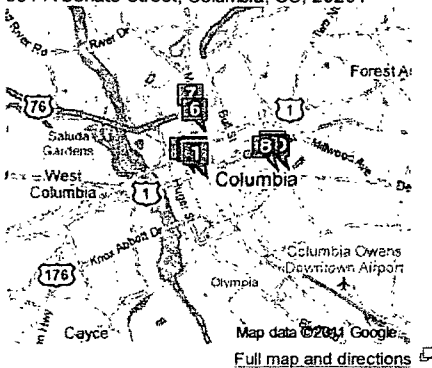
Hours: Monday - Sunday 11:00AM - 2:00AM

Creator: tagtechno

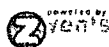
Creator: tagtechno

Location & Nearby Info

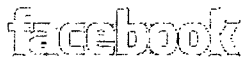
931 A Senate Street, Columbia, SC, 29201



terms of service privacy policy about our ads copyright about TheState.com about the McClatchy Company



PLAINTIFF'S EXHIBIT 5



Sign Up

Email

Log In

☒ Keep me logged in

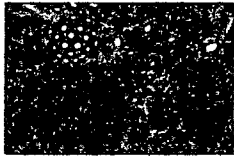
"DANCE JAM (2) REUNION 2011"

Public Event · By Tommy Sluder, Charles Koon and Chris Acclardo

Friday, July 22, 2011

6:00pm until 2:00am

DO YOU REMEMBER...



...See More



Going (306)



Maybe (291)



Invited (1,485)



Export · Report



John Howard

Ain't no party like a DJ party, cause a DJ party don't ... wait, will somebody go wake up Tommy??? :)

July 22, 2011 at 10:12pm

Angel T. Coker, Cherri Martin Watson and Kelly Gordon Peeples like this.



Ruth Senn Sturkie

I wanted to go sooo bad but, i couldnt make it!!! maybe next time. post some pic's plz!!

July 22, 2011 at 10:06pm

Laurie Gonda likes this.



Cherri Martin Watson danced my rump shaker off!

July 23, 2011 at 3:53am



Michael Gantt

The day is finally here.
The time is now..
The is heat is on...
Now get on your party shoes on and lets DANCE!!!!!!!!!!!!

July 22, 2011 at 2:26pm

Kelly Gordon Peeples likes this.



John Howard

In the old days, if a DJ colleague were in a SPIN-OFF it was the highest compliment to be asked by that person to be the one to "Hold their records." Well ... tonight, I would be more than happy to ... um ... er ... hold your THUMB DRIVES? :) Can't wait! Let's DANCE, children!

July 22, 2011 at 9:11am

Michael Gantt likes this.



Charles Koon

I'm going ahead and saying it I'M SORRY !!!

July 22, 2011 at 7:05am

Kelly Gordon Peeples, Michael Gantt and Victoria Sessions Giles like this.



Dub Rountree

I will be there

July 22, 2011 at 6:50am



Christen Davenport

I will be there...unless there's a line to get in! Lol!

July 22, 2011 at 6:37am



The Big Ugly
931 Unit A Seaside, Columbia, SC 29201
[View Map](#) · [Get Directions](#)

Brian Ross

although I only caught the tail end of this whirlwind in columbia...I will be there to represent my best friend Derek Hendrix who would have been here in all his glory!!!

July 22, 2011 at 6:28am

Rachel Jellenik and Pam Kassel Cockrell like this.



Pam Kassel Cockrell We'll have to all have a drink for him!!!! :(

July 22, 2011 at 6:40am



Dessy Carter I know that's right! Nobody could party like Sweet D, Scrammy & Dessy!

July 22, 2011 at 7:07am



Michele Stalnaker i will be there

July 22, 2011 at 8:54am



Michele Stalnaker

this is going 2b a wonderful nite

July 22, 2011 at 5:25am



Jeff Branham

See you cats there!

July 22, 2011 at 3:23am



Jim Unger

This is going to be BLAST - but my Saturday gig got expanded this week to include ceremony stuff and I'll have to be there at noon, so the Unger's can't make it! Have fun!

July 21, 2011 at 6:21pm



Kimberly Gurnell Hearl

Where were you?

July 21, 2011 at 5:23pm



Michael Gantt

OK Jerry show us that new total.....307

July 21, 2011 at 4:22pm

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Exclusive GRILL

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9PM



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FRI

DANCE PARTY
NO COVER

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Bradley & Richard Evans

\$2.50 House Liquors
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THE BIG UGLY

HAPPY HOUR

MON-FRI
4PM-7PM

\$2.50 House Liquors
\$2.50 Select Drafts

931 A SENATE STREET 803.834.5496

MUS

THE PLAYLIST

Legitimate Business: Long swig from a rum drink, hands, it back shrugs.

"I have no idea what it get into hardcore," he says. "I'd be bad off," Kyle Ja have been hanging out with smoking pot or something.

Indeed, Hile and Jackson hardcore. Hile, an Irmo who independently books his house-show space and established venues like New Brookland Tavern, a transplant, runs a small bar Downside Records. Together South Carolina Hardcore is both young — both recent.

"When I was in middle school, I would go to New York a lot of my friends would because it had a bar and we wanted kids to be in their parents would be go there."

So Hile and Jackson run the One Unit Art Space, an art space set in a converted building. Located on B Avenue, just a stone's throw from the Brookland Tavern, and just from Scratch N Spin, Hile Jackson stresses, "it'll do more than that — to offer One Unit a practice space for artists and gallery." (Anybody who says.) It'll open, the mate Business, a 100-year collective in Columbia. We start a similar venture enrolled at USC.

"Almost every day, it's a rad space. It's a space we're trying to grow."

They're also trying to grow. Eight, a smaller bar, Hile's and Jackson. "They're like they?"

"Yeah," Jackson says. "It definitely is a space upon the scene. It can call on a lot of people go to see a band."

Indeed, the space is forward-looking, centered around the idea of being a community space. It's been a while since 2007. The space is a noise bar, but it's about the music. The Unit is in the space, he says. Plus, it's a space.

Free
Time
April
20-26
755 vol

PLAINTIFF'S EXHIBIT 7

DAILY SPECIALS START AT 7PM OPEN MON-SAT 4PM-2AM CLOSED SUN



GIRLS NIGHT OUT



- 1 Complementary gift bag to the first 25 starting at 9:30 pm
- 2 No cover, No waiting
- 3 1/2 off appetizers all night long
- 4 Great drink specials all night long
- 5 Contest prizes up to \$100

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The Big Ugly

Well its the early start of the weekend and we are kicking it off with the Big Ugly- "Stimulus Package"!!! 95 Cent house vodka and bourbon!! To top it off we have DJ Chadly D tearing it up keeping everyone moving all night long

Like · Comment · Share · 20 hours ago

3 people like this



John Moore IT'S gonna get ugly

20 hours ago · Like



John Moore Cheap liquor = awesome time

20 hours ago · Like

Write a comment...



The Big Ugly

We are looking for part time experienced bartenders and servers to join our team. Please send a resume and picture to thebiguglysc@yahoo.com if think you would fit.

Like · Comment · Share · Wednesday at 5:13pm



The Big Ugly

Tonight come join the fastest growing Open Mic Night in Columbia with Charles Riley! Show your stuff in a friendly atmosphere with no cover! We have \$2.00 domestic bottles, drafts and \$2.00 house bourbon specials!!!

Like · Comment · Share · Wednesday at 5:13pm



The Big Ugly

Columbia! Come see us for some great food after 4! DJ Chad will be on about 9:45! And again thank you to all of you who come out and support us!!!

Like · Comment · Share · March 3 at 4:03pm



The Big Ugly

Tonight! Join the best staff in the Vista for some great entertainment with DJ Chadly D! He starts around 9:45.

Like · Comment · Share · March 2 at 2:16pm



Charles Nutt

come see me tonight! give me your money lol

Like · Comment · 2 hours ago

Michael Robinson likes this.

Write a comment...



The Big Ugly

Well its the early start of the weekend and we are kicking it off with the Big Ugly- "Stimulus Package"!!! 95 Cent house vodka and bourbon!! To top it off we have DJ Chadly D tearing it up keeping everyone moving all night long

Like · Comment · Share · March 1 at 4:18pm

7 people like this.



Colt Wise See yall tonight!

March 1 at 4:20pm · Like

Recommendations (6)

See All



Ossie D. Rogers They don't hassle you about your attire and the atmosphere isn't stuffy.



Diego Laroque Diego approves

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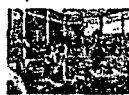
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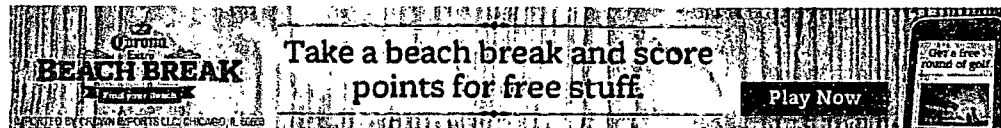
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95 cent night at BIG UGLY
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Dollar Drinks at Big Ugly
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Recession Proof at Big Ugly
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Dollar Drinks at Big Ugly
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Recession Proof - 95 cent Drink Night
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Saturday Night at Big Ugly
February 25th, 2012
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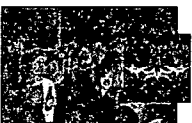
Doing it Big at The Big Ugly
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Dance Party at The Big Ugly
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Party and Dance till you Drop at The Big Ugly
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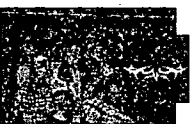
Party all Night at The Big Ugly
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January 28th, 2012
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Sittin' Pretty @ Big Ugly
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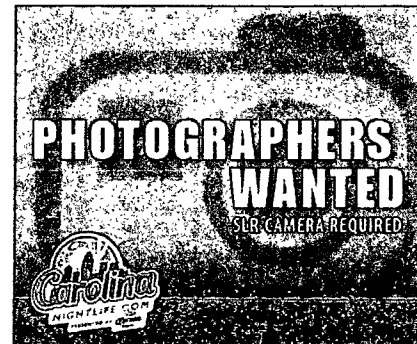
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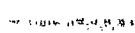
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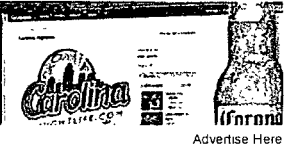
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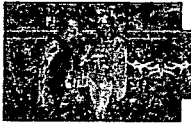
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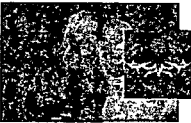
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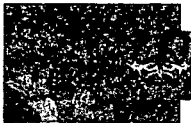
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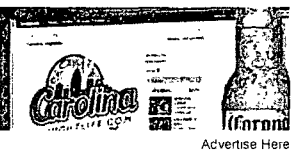
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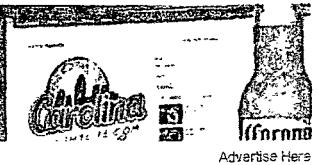


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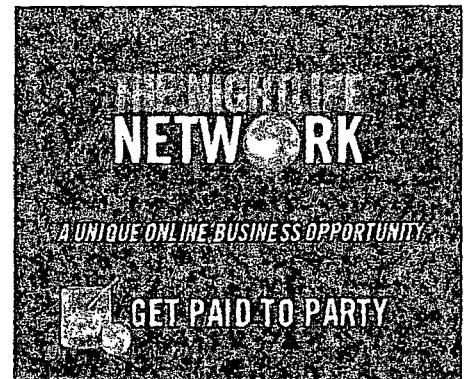
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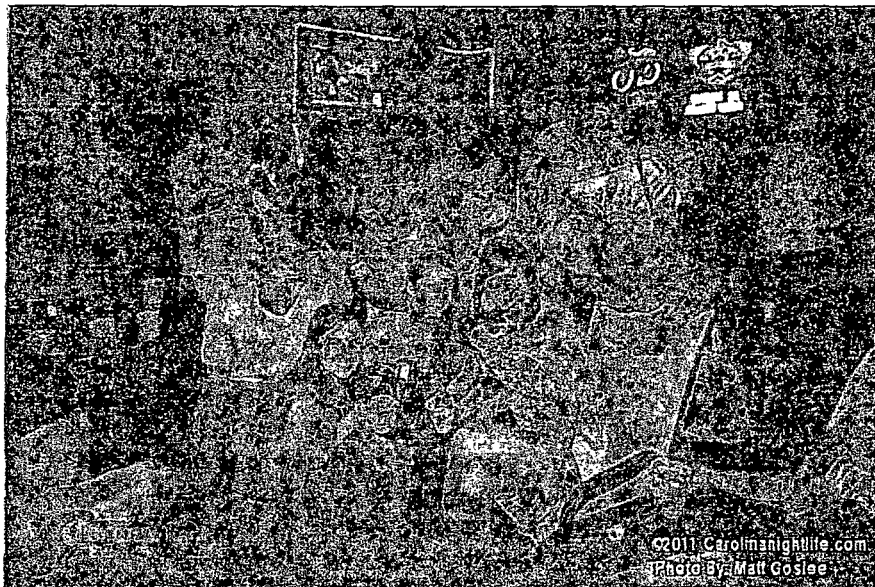
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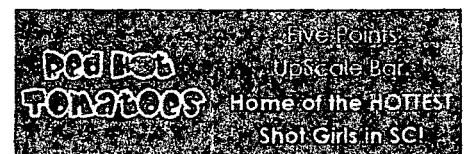
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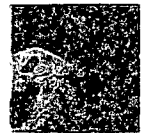
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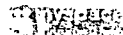
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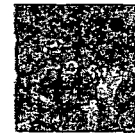
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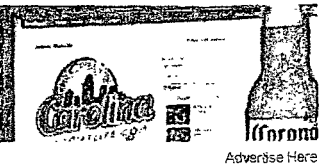
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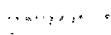
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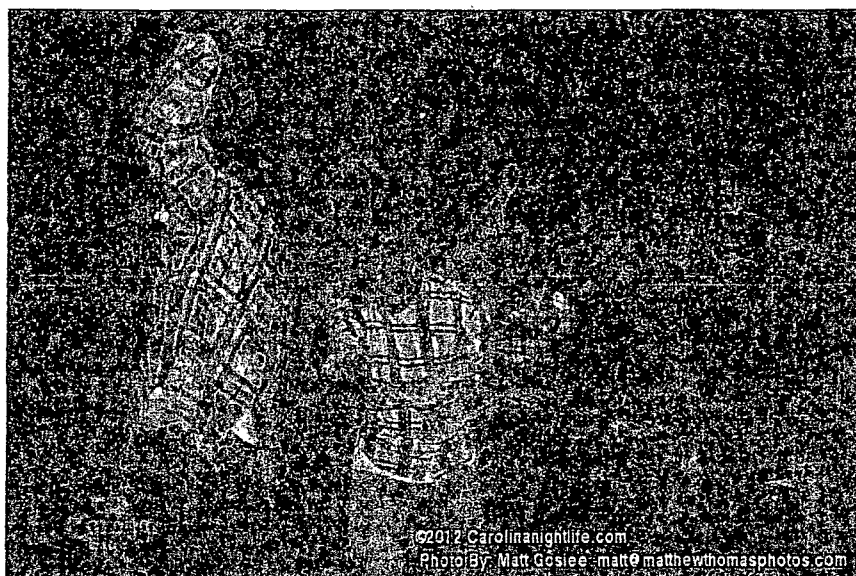


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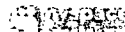
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Solo Party at The Big Ugly

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Photo By: Matt Goslee - matt@matthewthomasphotos.com

Solo Party at The Big Ugly

February 2nd, 2012

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The Big Ugly

Shot Feb 2nd

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Scott



Marisa



Daniel



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Photographer: Matt Goslee - matt@matthewthomasphotos.com

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Michael C. Sahn



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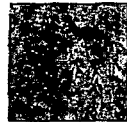
Saturday Night at Big Ugly

February 25th, 2012

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Photographer: Justin Young lamJustinYoung@gmail.com

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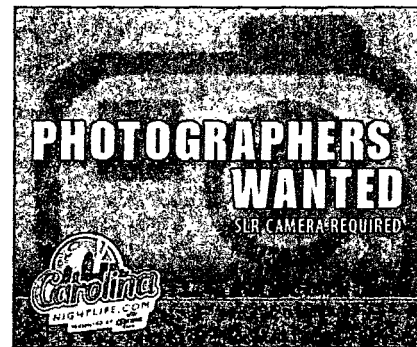
Add a comment...

Post to Facebook

Posting as Jena Kelly (Change)

Warning: <http://columbia.carolinanightlife.com/photos/gallery/2219431/Saturday-Night-at-Big-Ugly/464468/#/464468> is unreachable.

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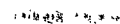


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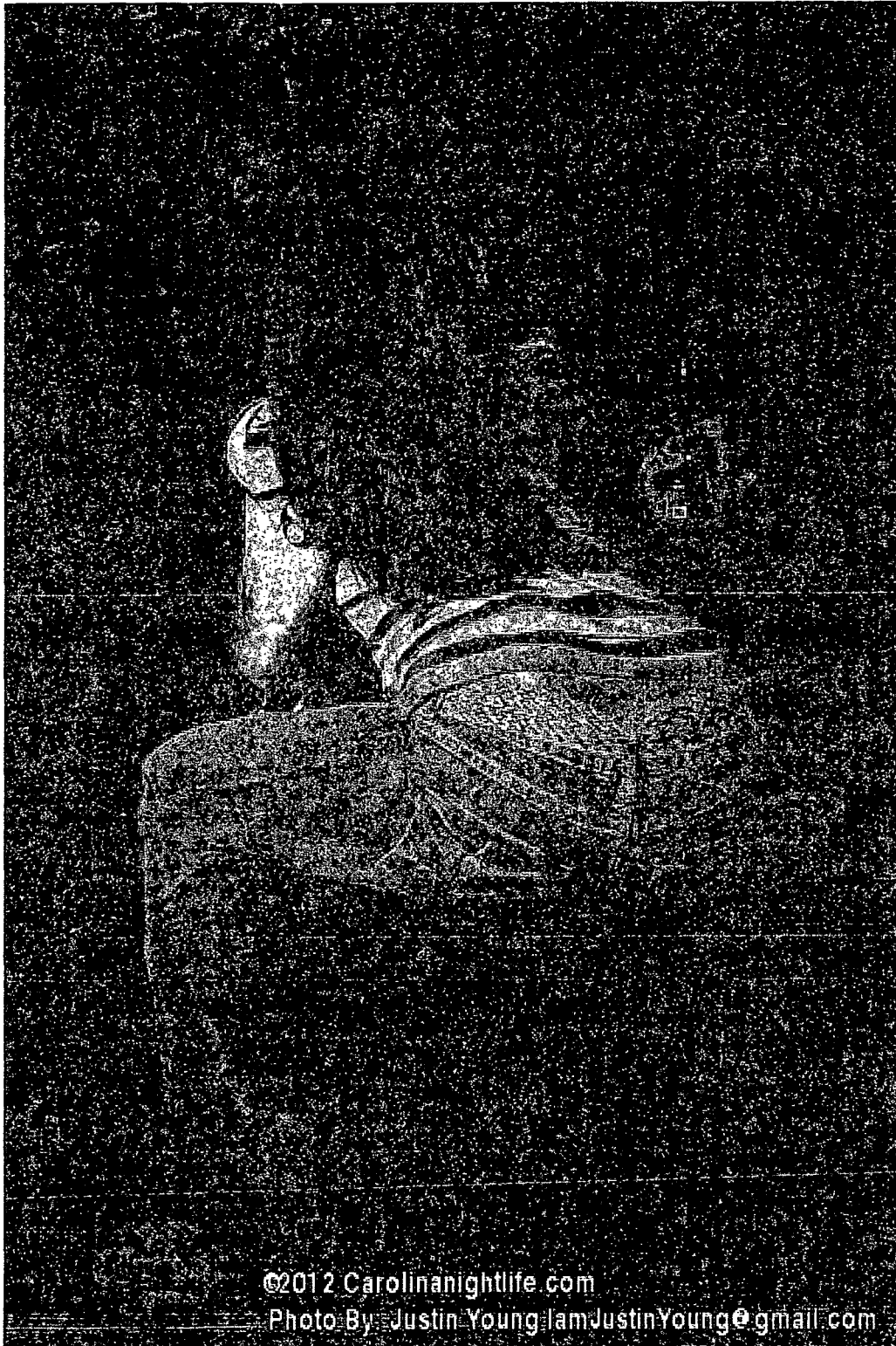
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Photo By: Justin Young: iamJustinYoung@gmail.com

PLAINTIFF'S EXHIBIT 11



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THE BIG

September 22nd, 2011

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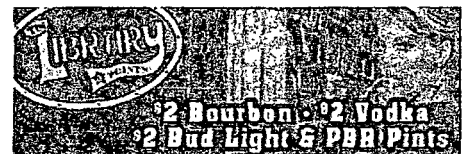
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The Big Ugly

Shot Sep 22nd

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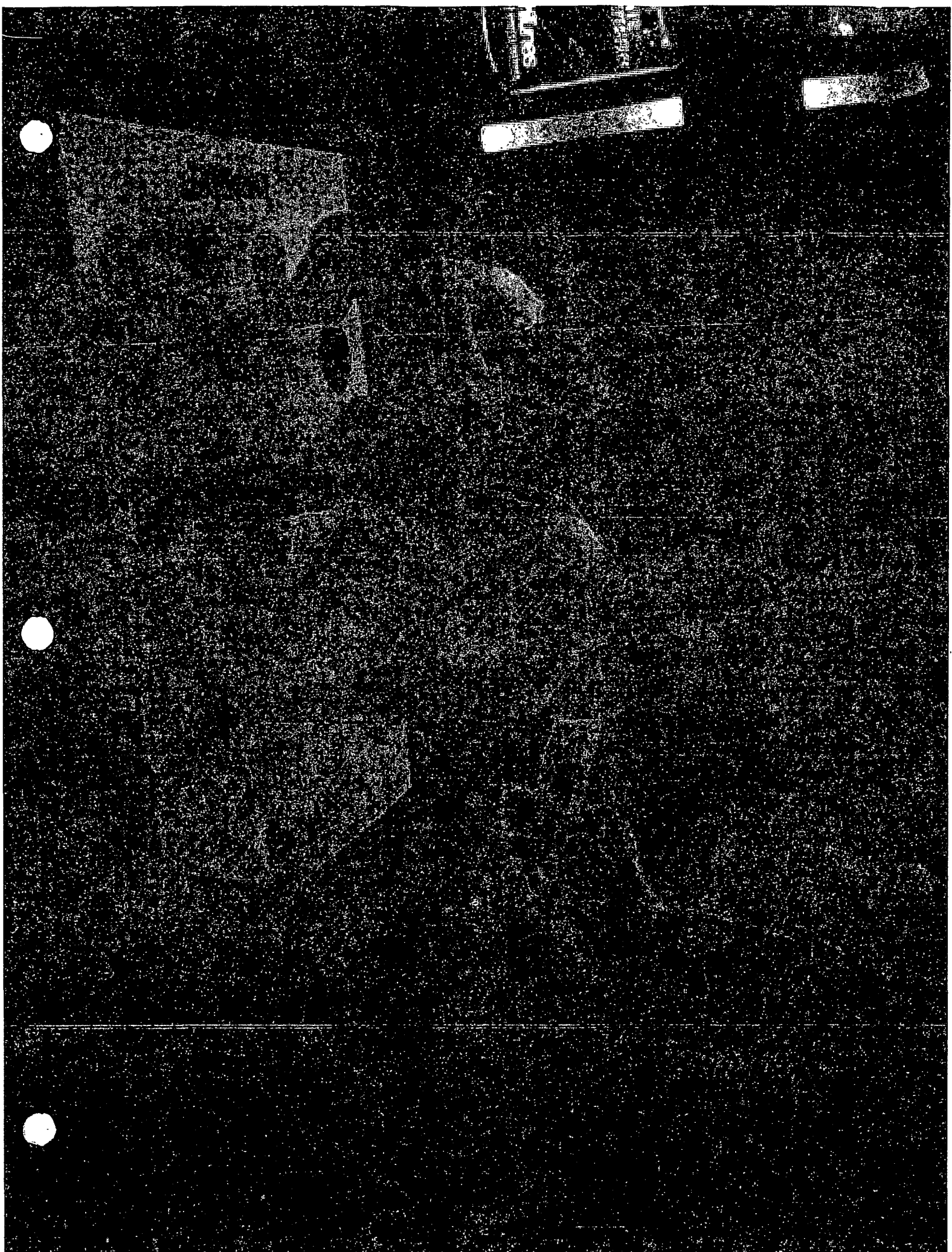
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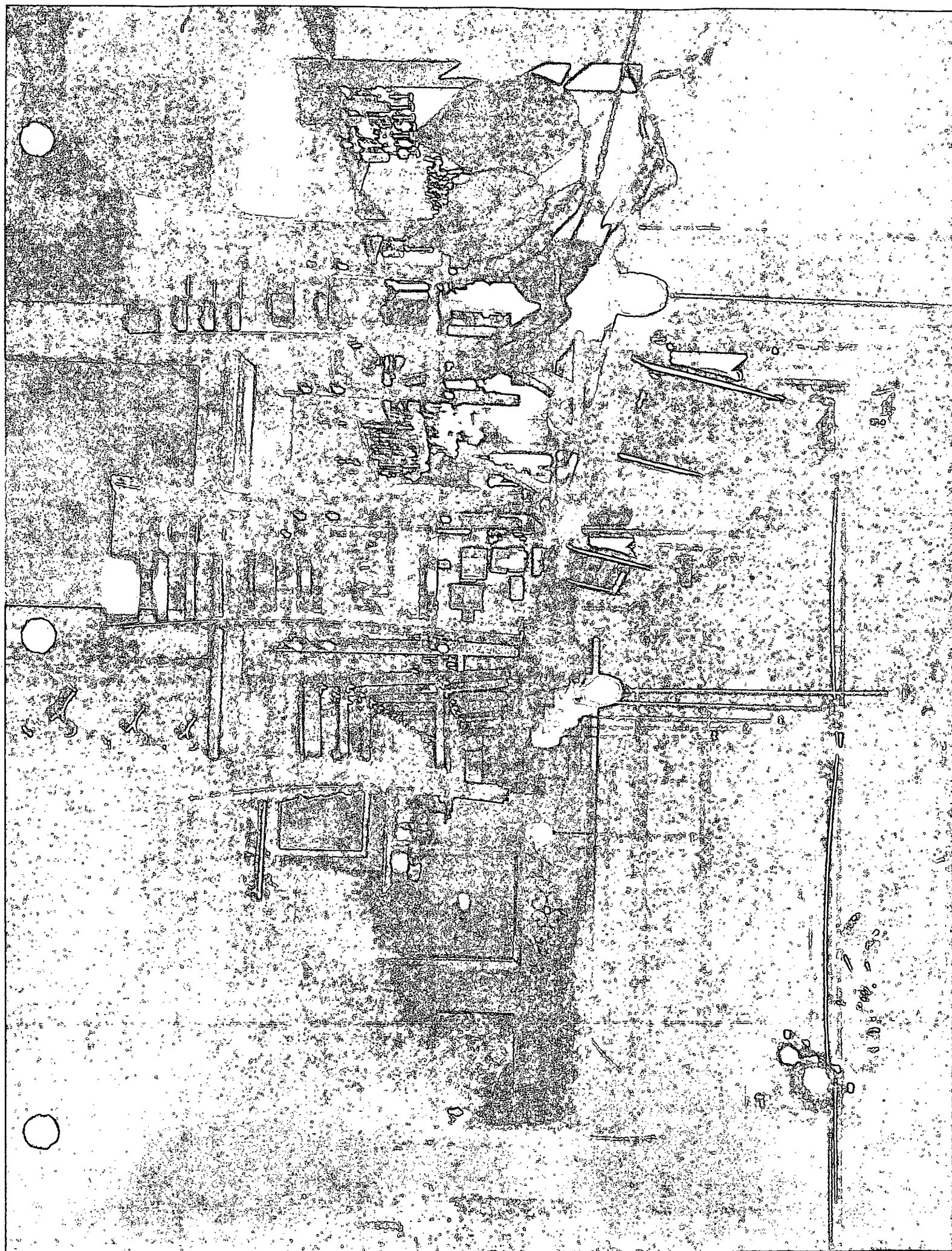
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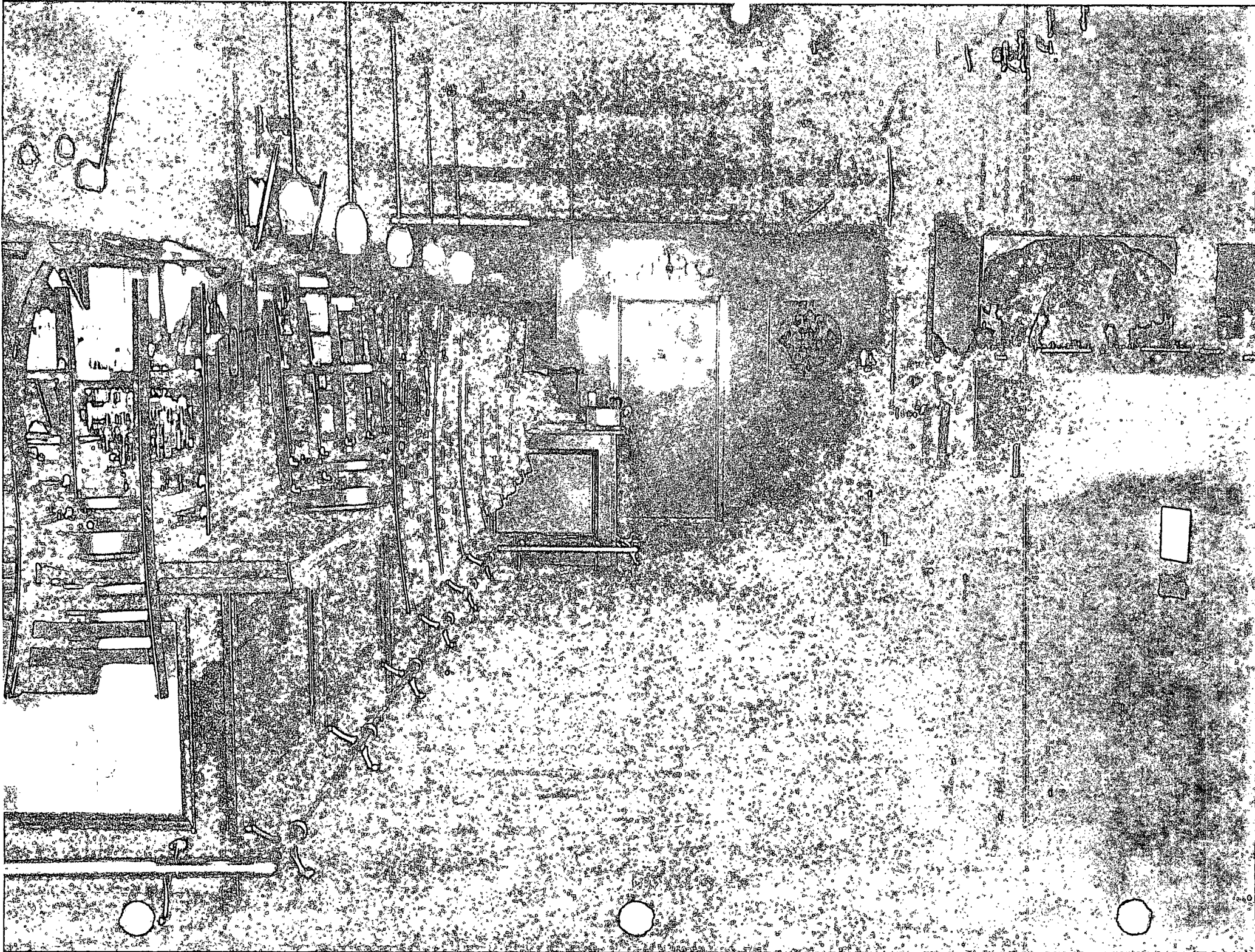
Comments

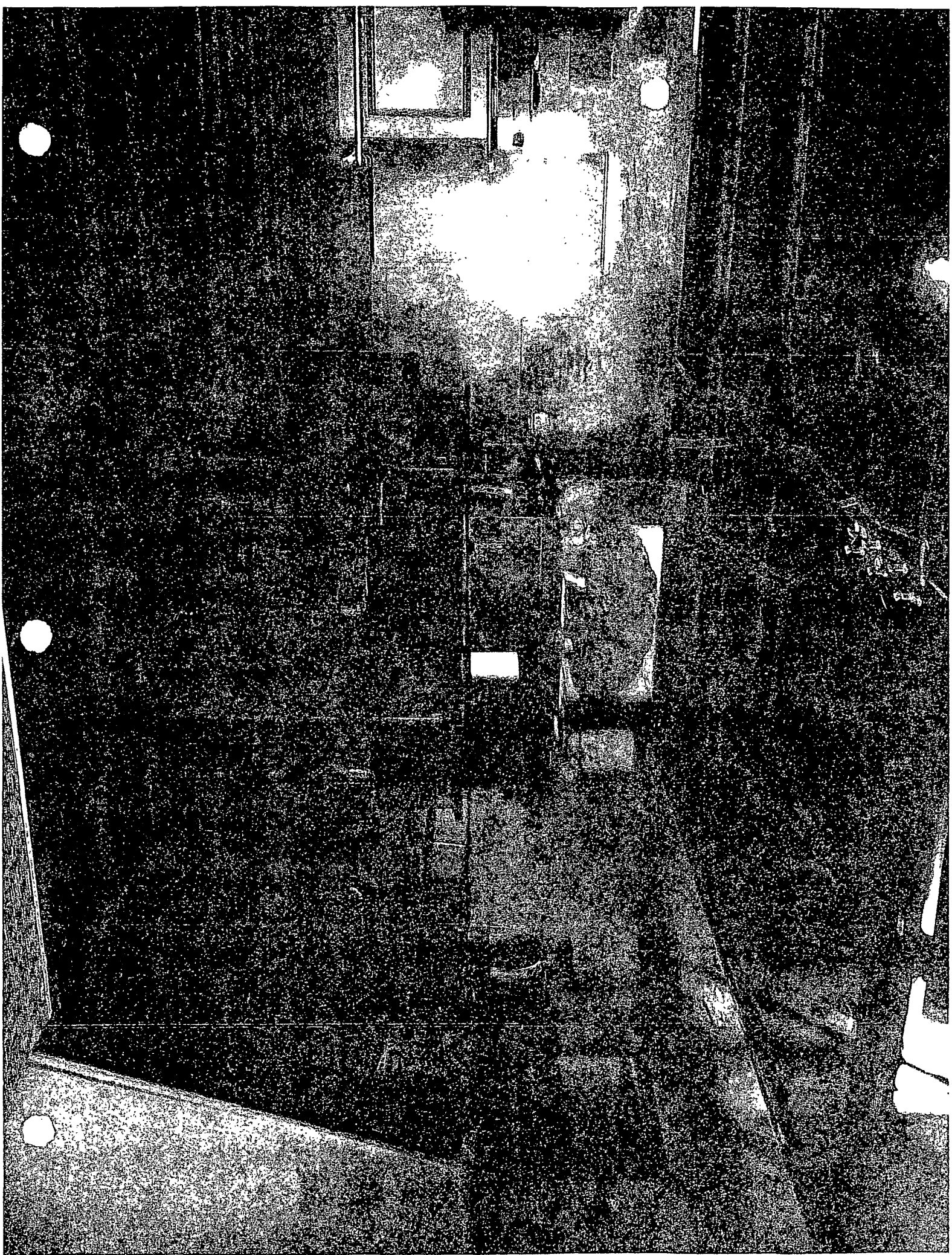
PLAINTIFF'S EXHIBIT 12

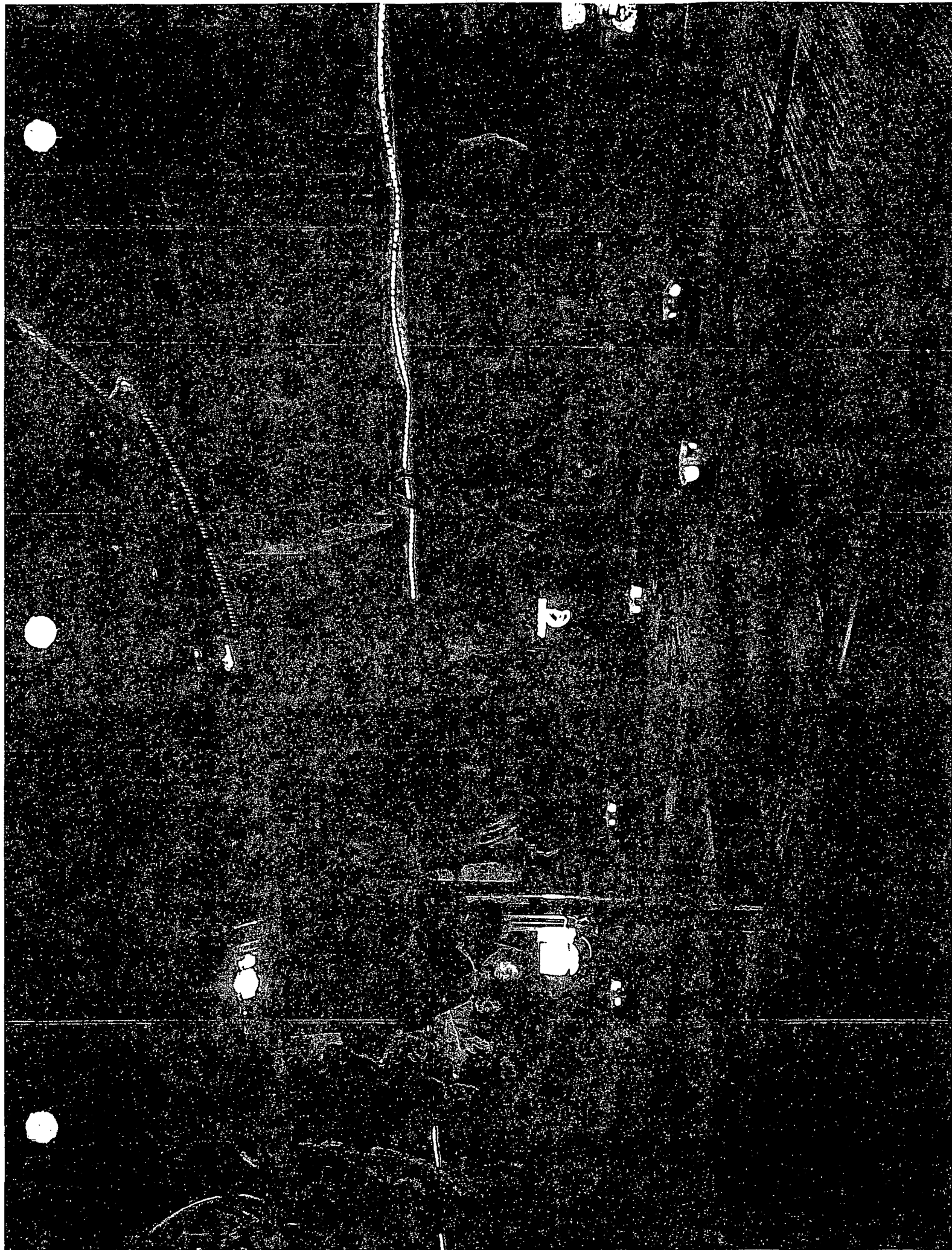


PLAINTIFF'S EXHIBIT 13











PLAINTIFF'S EXHIBIT 14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/02/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Odom, Scruggs & Associates 107 Oak Park Dr Suite A Irmo SC 29063	CONTACT NAME:		
	PHONE (A/C, No, Ext): (803) 407-7752 FAX (A/C, No): (803) 732-2714 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 148		
INSURED Perdikis And Thompson, LLC DBA The Big Ugly 931 A Senate St Columbia SC 29201	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Montgomery Insurance		24198
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X	CBP4678349	09/30/2010	09/30/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC4941507	10/29/2010	10/29/2011	WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Jimmy Martin Realty Group is also listed as additional insured and loss payee

CERTIFICATE HOLDER

CANCELLATION

AI 000498

Jimmy Martin Realty Group c/o Shay Martin 129 Big Thursday Ct Chapin SC 29036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ronald Seng</i>
--	--

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PLAINTIFF'S EXHIBIT 15

Shay Martin

From: Jennifer Bloodworth [jennifer@odomscruggs.com]

Sent: Monday, May 16, 2011 11:32 AM

To: 'Shay Martin'

Subject: RE: Perdikis & Thompson DBA the Big Ugly

Good Morning, Shay.

Sorry I wasn't able to email you back Friday. It looks like it was Cancelled effective 2-23-11.

If you have any questions, please don't hesitate to contact me.

Thanks.

Jennifer W. Bloodworth

Account Manager – Associate Agent



Financial Planning | Investments | Insurance | Risk Management

107 Oak Park Drive, Suite A, Irmo, SC 29063

Phone: 803.407.7752

Fax: 803.732.2714

"Stop Telling God how big your storm is. Instead, tell your storm how big your God is."

From: Shay Martin [mailto:shaym@sc.rr.com]

Sent: Monday, May 16, 2011 11:11 AM

To: 'Jennifer Bloodworth'

Subject: RE: Perdikis & Thompson DBA the Big Ugly

Jennifer,

Would you please let me know the date the Perdikis-Thompson d/b/a The Big Ugly policy was cancelled/terminated?

Thanks,
Shay

Jimmy Martin Realty Group, Inc.

Shay Martin

Principal/Corporate Secretary

shaym@sc.rr.com

129 Big Thursday Court

Chapin, SC 29036

tel: (803) 345-1229

fax: (803) 345-1229

mobile: (803) 414-7705

From: Jennifer Bloodworth [mailto:jennifer@odomscruggs.com]

5/16/2011

Sent: Friday, May 13, 2011 3:21 PM

shaym@sc.rr.com

CC: 'Raymond Scruggs'

Subject: Perdikis & Thompson DBA the Big Ugly

Shay,

As per our phone conversation: Perdikis & Thompson no longer has insurance with our company.



If you have any questions, please don't hesitate to contact me.

Thanks.

Jennifer W. Bloodworth

Account Manager – Associate Agent

 **Odom, Scruggs & Associates**

Financial Planning | Investments | Insurance | Risk Management

107 Oak Park Drive, Suite A, Irmo, SC 29063

Phone: 803.407.7752

Fax: 803.732.2714

"Stop Telling God how big your storm is. Instead, tell your storm how big your God is."

PLAINTIFF'S EXHIBIT 16

ACORD TM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/12/2011												
PRODUCER Phone: (803) 808-2350 Fax: 803-808-2507 MICHAEL HICKS FIRST PALMETTO INSURANCE, INC. 2464 AUGUSTA HIGHWAY LEXINGTON SC 29072 PHONE: (803) 808-2350 FAX: (803) 808-2507		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED PREDIKIS AND THOMPSON, LLC DBA THE BIG UGLY 931-A SENATE ST COLUMBIA SC 29201		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: ZURICH INSURANCE</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: ZURICH INSURANCE		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: ZURICH INSURANCE														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.														
INSR	ADOL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☒ LIQUOR LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	PPS04809879	06/17/11	06/17/12	EACH OCCURRENCE \$ 1,000,000								
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000												
		MED EXP (Any one person) \$ 5,000												
		PERSONAL & ADV INJURY \$ 1,000,000												
		GENERAL AGGREGATE \$ 2,000,000												
		PRODUCTS-COMP/OP AGG. \$ 2,000,000												
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 60%;">WC STATUTORY LIMITS</th> <th style="width: 40%;">OTHER</th> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE-EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE-POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE-EA EMPLOYEE	\$	E.L. DISEASE-POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE-EA EMPLOYEE	\$													
E.L. DISEASE-POLICY LIMIT	\$													
		OTHER:												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS RESTAURANT WITH ALCOHOL LIQUOR LIABILITY LIMIT \$1000000 SEE ADDITIONAL INSURED

CERTIFICATE HOLDER JIMMY MARTIN REALTY GROUP, INC 129 BIG THURSDAY COURT CHAPIN, SC 29036 [S ADDITIONAL INSURED] Attention: SHAY MARTIN	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

BILL	POLICY NUMBER	PRODUCER NUMBER	ACCOUNT NUMBER	AUDIT PERIOD
	PPS 04809879	18982684		NONE
BRANCH SQ NORTH CAROLINA			NEW BUSINESS EFF 08/17/2011	



ZURICH

MARYLAND CASUALTY COMPANY
COMMON POLICY DECLARATIONS
PRECISION PREMIER
RESTAURANT PROGRAM - PREFERRED

This policy consists of the declarations as well as the coverage forms and endorsements listed on the Forms and Endorsements Applicable List

NAMED INSURED AND MAILING ADDRESS PREDIKIS AND THOMPSON, LLC DBA/ THE BIG UGLY 931-A SENATE ST COLUMBIA SC 29201	AGENCY NAME AND SERVICING ADDRESS FIRST PALMETTO INSURANCE INC 2464 AUGUSTA HWY LEXINGTON SC 29072-2216 (803) 808-2350						
BRANCH NAME AND SERVICING ADDRESS NORTH CAROLINA P.O. BOX 10197 JACKSONVILLE, FL 32247-0197	POLICY PERIOD <table> <tr> <td>FROM</td> <td>TO</td> </tr> <tr> <td>06/17/2011</td> <td>06/17/2012</td> </tr> <tr> <td>12:01 a.m.</td> <td>12:01 A.M.</td> </tr> </table> Standard Time At Your Mailing Address Shown Above	FROM	TO	06/17/2011	06/17/2012	12:01 a.m.	12:01 A.M.
FROM	TO						
06/17/2011	06/17/2012						
12:01 a.m.	12:01 A.M.						

BUSINESS ENTITY: LTD LIABILITY
BUSINESS DESCRIPTION: RESTAURANTS - FULL SERVICE - CASUAL OR FAMILY STYLE DINING - WITH ALCOHOL

POLICY PREMIUMS

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

	PREMIUM
BUSINESSOWNERS PROPERTY	\$ 1,069.00
BUSINESSOWNERS LIABILITY	\$ 2,231.00
ACCOUNT COMPLETION CREDIT	\$ 158.00-
TERRORISM PREMIUM	\$ 66.00
TOTAL ANNUAL PREMIUM	\$ 3,208.00

Countersigned by _____	Authorized Representative _____	Date _____
------------------------	---------------------------------	------------

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06/21/2011

COMMON

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U-CL-D-100-A CW (06-04)

BILL	POLICY NUMBER	PRODUCER NUMBER	ACCOUNT NUMBER	AUDIT
	PPS 04809879	16982684		NONE

BRANCH: SQ NORTH CAROLINA

NEW BUSINESS EFF 06/17/2011



**PRECISION PORTFOLIO POLICY
BUSINESSOWNERS PROPERTY DECLARATIONS**

**PRECISION PREMIER
RESTAURANT PROGRAM - PREFERRED**

For descriptions of premiums, see the attached Businessowners Property Schedule.

Insurance at the described premises applies only for coverage for which a limit of insurance is shown. These may be found in these declarations and the attached schedules.

PRIMARY PROPERTY COVERAGE	DEDUCTIBLE	LIMITS
SCHEDULED BUSINESS PERSONAL PROPERTY	\$1,000	SEE SCHEDULE
SEASONAL INCREASE - BUSINESS PERSONAL PROPERTY	NONE	25%
ADDITIONAL COVERAGES	DEDUCTIBLE	LIMITS
BRANDS AND LABELS	\$1,000	INCLUDED
BUSINESS INCOME & EXTRA EXPENSE - WAITING PERIOD - 0 HOURS	NONE	18 MONTHS ACTUAL LOSS SUSTAINED
CLAIMS EXPENSE	NONE	\$5,000
CUSTOMER'S PROPERTY	\$1,000	\$10,000
DEBRIS REMOVAL - EACH LOCATION	NONE	\$10,000
EMPLOYEE DISHONESTY*	\$1,000	\$10,000
FIRE DEPARTMENT SERVICE CHARGE	NONE	\$5,000
FIRE EXTINGUISHER RECHARGE EXPENSE	\$1,000	\$10,000
FORGERY OR ALTERATION	\$1,000	\$2,500
MONEY ORDERS & COUNTERFEIT PAPER CURRENCY	\$1,000	\$1,000
PERSONAL EFFECTS	\$1,000	\$2,500
PERSONAL PROPERTY AT NEWLY ACQUIRED PREMISES	\$1,000	\$250,000
POLLUTANT CLEAN UP AND REMOVAL (EACH LOCATION)	\$1,000	\$10,000
PRESERVATION OF PROPERTY	NONE	60 DAYS

* The limits for these coverages may be increased. Contact your agent.

BUSINESSOWNERS PROPERTY

951111 Ed 11-08

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3. 2. 1

06/21/2011

BEL	POLICY NUMBER	PRODUCER NUMBER	ACCOUNT NUMBER	AUDIT
	PPS 04809879	16962664		NONE

BRANCH: SQ NORTH CAROLINA

NEW BUSINESS EFF 08/17/2011



PRECISION PORTFOLIO POLICY
BUSINESSOWNERS PROPERTY SCHEDULE
PRECISION PREMIER
RESTAURANT PROGRAM - PREFERRED

LOCATION 01	BUILDING # 01	931 SENATE ST	COLUMBIA	SC 29204-3153
-------------	---------------	---------------	----------	---------------

PREMISES PRIMARY

OCCUPANCY: RESTAURANTS - FULL SERVICE - CASUAL OR FAMILY STYLE DINING - WITH ALCOHOL

INSURED'S INTEREST: TENANT

CONSTRUCTION: Masonry Non-Combustible

PROTECTION CLASS: 002

		DEDUCTIBLE	LIMIT
SCHEDULED BUSINESS PERSONAL PROPERTY	REPLACEMENT COST	\$1,000	\$75,000
BACK UP OF SEWERS AND DRAINS		\$1,000	\$5,000

The following coverages apply to the Location stated above:

ACCOUNTS RECEIVABLE*	\$1,000	\$25,000
ARSON CONVICTION REWARD	NONE	\$5,000
EDP - EQUIPMENT*	\$1,000	\$10,000
EDP - MEDIA AND RECORDS*	\$1,000	\$2,500
LOCK REPLACEMENT	NONE	\$1,000
MECHANICAL BREAKDOWN	\$1,000	INCLUDED
MONEY & SECURITIES - INSIDE THE PREMISES*	\$1,000	\$5,000
MONEY & SECURITIES - OUTSIDE THE PREMISES*	\$1,000	\$5,000
OUTDOOR SIGNS*	\$1,000	\$5,000
OUTDOOR TREES, SHRUBS, AND PLANTS*	\$1,000	\$2,500
PERSONAL PROPERTY OFF PREMISES*	\$1,000	\$5,000
VALUABLE PAPERS & RECORDS*	\$1,000	\$25,000

* The limits for these coverages may be increased. Contact your agent.

BUSINESSOWNERS PROPERTY

9S1112 Ed 11-08

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2. 2. 1

06/21/2011

BEL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
	PPS 04809878		18982884			NONE
BRANCH		NORTH CAROLINA			NEW BUSINESS EFF 06/17/2011	



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**PRECISION PORTFOLIO POLICY
 SUPPLEMENTAL DECLARATIONS
 PRECISION PREMIER**

COVERAGE PART(S) AND FORM OR ENDORSEMENT NUMBER		FORM OR ENDORSEMENT NAME AND FORM OR ENDORSEMENT SUPPLEMENTAL INFORMATION
PROPERTY		SPOILAGE COVERAGE PREMISES NO.: 01 BLDG NO.: ALL DESCRIPTION OF PERISHABLE STOCK: CHILLED OR FROZEN MERCHANDISE, STOCK OR SUPPLIES LIMIT OF INSURANCE: \$ 25,000 DEDUCTIBLE: \$ 1,000 CAUSES OF LOSS: REFRIGERATION MAINTENANCE AGREEMENT BREAKDOWN OR CONTAMINATION POWER OUTAGE
BP0415	0197	

COMMERCIAL PROPERTY

955008 Ed 3-00

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06/21/2011

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
	PPS 04809879		18982664			NONE
BRANCH NORTH CAROLINA			NEW BUSINESS EFF 06/17/2011			



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PRECISION PORTFOLIO POLICY
SUPPLEMENTAL DECLARATIONS
PRECISION PREMIER
(CONTINUED)

COVERAGE PART(S) AND FORM OR ENDORSEMENT NUMBER		FORM OR ENDORSEMENT NAME AND FORM OR ENDORSEMENT SUPPLEMENTAL INFORMATION
PROPERTY	BP0457	0197
		UTILITY SERVICES - TIME ELEMENT SCHEDULE: WATER SUPPLY PROPERTY COMMUNICATION SUPPLY PROPERTY (INCLUDING OVERHEAD TRANSMISSION LINES) POWER SUPPLY PROPERTY (INCLUDING OVERHEAD TRANSMISSION LINES) PREM NO.: 01 BLDG NO.: ALL UTILITY SERVICES LIMIT OF INSURANCE: \$ 10,000

COMMERCIAL PROPERTY

955008 Ed 3-00

INSURED'S COPY

06/21/2011

BILL	POLICY NUMBER	PRODUCER NUMBER	ACCOUNT NUMBER	AUDIT
	PPS 04809879	18962864		NONE

BRANCH: SQ NORTH CAROLINA

NEW BUSINESS EFF 08/17/2011



ZURICH®

**PRECISION PORTFOLIO POLICY
BUSINESSOWNERS LIABILITY DECLARATIONS**

**PRECISION PREMIER
RESTAURANT PROGRAM - PREFERRED**

COVERAGES AND LIMITS OF INSURANCE

Some of these coverages are sublimits or are subject to aggregate limits. Refer to your policy to determine how they apply.

Liability and Medical Expenses	\$1,000,000
Products-Completed Operations-Aggregate	\$1,000,000
All Other Injury or Damage - Aggregate	\$2,000,000
Tenants Liability	\$ 75,000
Medical Expenses - any one person	\$ 5,000
LIQUOR LIABILITY	\$1,000,000

BUSINESSOWNERS LIABILITY

INSURED'S COPY

952354 Ed 11-08

06/21/2011

BR	POLICY NUMBER	PRODUCER NUMBER	ACCOUNT NUMBER	AUDIT
	PPS 04809879	18962664		NONE

BRANCH: SQ NORTH CAROLINA

NEW BUSINESS EFF 06/17/2011



**PRECISION PORTFOLIO POLICY
BUSINESSOWNERS LIABILITY SCHEDULE
PRECISION PREMIER**

LOC #	CLASS CODE	LOCATION ADDRESS (IF APPLICABLE) CLASSIFICATION NAME	RATING BASIS	ANNUAL EXPOSURE
01		931 SENATE ST COLUMBIA SC ZIP CODE: 29201-31531		
	58124	RESTAURANTS - FULL SERVICE - CASUAL OR FAMILY STYLE DINING - WITH ALCOHOL	AREA	1,700

BUSINESSOWNERS LIABILITY

952355 Ed 11-08

INSURED'S COPY

06/21/2011

BILL	POLICY	NUMBER	TC	PRODUCER NUMBER	BER	AC	ACCOUNT NUMBER	AUDIT	
	PPS	04809879		18862884				NONE	
BRANCH	SQ	NORTH CAROLINA					NEW BUSINESS EFF 08/17/2011		

PRECISION PORTFOLIO POLICY
SUPPLEMENTAL DECLARATIONS
PRECISION PREMIER
RESTAURANT PROGRAM - PREFERRED

COVERAGE PART(S) AND FORM OR ENDORSEMENT NUMBER	FORM OR ENDORSEMENT NAME AND FORM OR ENDORSEMENT SUPPLEMENTAL INFORMATION
---	---

LIABILITY BP0412	0187 LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT PREMISES: ALL PREMISES DESCRIBED IN THE BUSINESSOWNERS LIABILITY SCHEDULE
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COMMERCIAL GENERAL LIABILITY

955008 Ed 1-00

INSURED'S COPY

3. 3. 1

06/21/2011

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
	PPS 04809879		18962884			NONE

BRANCH NORTH CAROLINA

NEW BUSINESS EFF 08/17/2011



ZURICH®

PRECISION PORTFOLIO POLICY
FORMS AND ENDORSEMENTS APPLICABLE
PRECISION PREMIER
MARYLAND CASUALTY COMPANY

FORM NUMBER	PROP	LIAB	AUTO	UMB	FORM OR ENDORSEMENT NAME
* U-CP-721-A SC	0108	X			SOUTH CAROLINA - PREMIUM DISCOUNTS FOR COMMERCIAL PROPERTY
* BP0439	0196		X		ABUSE OR MOLESTATION EXCLUSION
* 9S5008	0300	X	X		SUPPLEMENTAL DECLARATIONS
* BP0002	1299	X			BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM
* 9S1111	1108	X			BUSINESSOWNERS PROPERTY DECLARATIONS
* 9S1112	1108	X			BUSINESSOWNERS PROPERTY SCHEDULE
* BP0457	0197	X			UTILITY SERVICES - TIME ELEMENT
* E3031-ED1	1099	X			UTILITY SERVICES - TIME ELEMENT MODIFICATION
* E8162-ED4	0401	X			MECHANICAL BREAKDOWN COVERAGE ENDORSEMENT
* E2028-ED2	0204	X			OTHER TYPES OF LOSS ENDORSEMENT
* E3020-ED2	1008	X			OUTDOOR TREES, SHRUBS AND PLANTS
* W1485-ED1	0809	X			SOUTH CAROLINA EXTERIOR PAINT AND WATERPROOFING EXCLUSION
* E6306-ED1	0599	X			DEDUCTIBLE PROVISIONS ENDORSEMENT
* 9S2354	1108		X		BUSINESSOWNERS LIABILITY DECLARATIONS
* BP0434	0197	X			BUSINESSOWNERS SPECIAL FORM COMPUTER COVERAGE

* These forms are attached. Remaining forms were attached to a previous copy of the policy.

COMMON

9S5009 Ed 3-00

INSURED'S COPY

06/21/2011

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
	PPS 04809878		18982864			NONE
BRANCH NORTH CAROLINA			NEW BUSINESS EFF 08/17/2011			



ZURICH®

PRECISION PORTFOLIO POLICY
FORMS AND ENDORSEMENTS APPLICABLE
PRECISION PREMIER
MARYLAND CASUALTY COMPANY
(CONTINUED)

FORM NUMBER	PROP	LIAB	AUTO	UMB	FORM OR ENDORSEMENT NAME
* E6289-ED1	1207	X			BUSINESS INCOME AND EXTRA EXPENSE - 18 MONTHS
* 9S2355	1108		X		BUSINESSOWNERS LIABILITY SCHEDULE
* BP0006	0197		X		BUSINESSOWNERS LIABILITY COVERAGE FORM
* BP0514	0103		X		WAR LIABILITY EXCLUSION
* E3416-ED3	1008	X			BACK UP OF SEWERS AND DRAINS COVERAGE ENDORSEMENT
* J6353-ED2	0608		X		CHANGES TO LIMITS OF INSURANCE
* J6743-ED1	0809	X			WATER EXCLUSION ENDORSEMENT
* BP0455	0197		X		BUSINESS LIABILITY COVERAGE TENANTS LIABILITY
* E2042-ED1	0707		X		MULTIPLE OR ENHANCED DAMAGES EXCLUSION
* E4009-ED4	1203		X		MOLD AND MICROORGANISM EXCLUSION
* J6316-ED1	1106	X			EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
* E3312-ED3	0601		X		LIQUOR LIABILITY COVERAGE ENDORSEMENT
* E0051-ED2	1203		X		ASBESTOS AND SILICA EXCLUSION
* E3309-ED6	1008		X		AMENDMENT - AGGREGATE LIMITS OF INSURANCE (PER LOCATION)
* J6345-ED1	0207		X		EXCLUSION - VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

* These forms are attached. Remaining forms were attached to a previous copy of the policy.

COMMON

955009 Ed 3-00

INSURED'S COPY

06/21/2011

BEL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
	PPS 04809879		18982684			NONE
BRANCH NORTH CAROLINA			NEW BUSINESS EFF 08/17/2011			



PRECISION PORTFOLIO POLICY
FORMS AND ENDORSEMENTS APPLICABLE
PRECISION PREMIER
MARYLAND CASUALTY COMPANY
(CONTINUED)

FORM NUMBER	PROP	LIAB	AUTO	UMB	FORM OR ENDORSEMENT NAME
• E3342-ED1	0600	X			PERSONAL AND ADVERTISING INJURY COVERAGE AMENDATORY ENDORSEMENT
• BP0412	0187	X			LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
• BP0417	0196	X			EMPLOYMENT-RELATED PRACTICES EXCLUSION
• BP0415	0197	X			SPOILAGE COVERAGE
• 9S1114	1108	X			RESTAURANT PREFERRED PACKAGE POLICY

• These forms are attached. Remaining forms were attached to a previous copy of the policy.

COMMON
955009 Ed 3-00

INSURED'S COPY

06/21/2011

PLAINTIFF'S EXHIBIT 17

Fire Department Inspection Report

Fire Prevention Bureau (803) 545-3701 FAX: (803) 401-8839
1612 Bull St
Columbia, SC 29210

COLUMBIA

A Capital Place To Be



Page 1 of 1

Address: 931 Senate #A

Business Name: The Big Ugly

On 11/22/2010 a fire and life safety inspection was conducted at The Big Ugly. The following violations were observed:

<u>Code</u>	<u>Description</u>	<u>Location</u>	<u>Violations</u>
-------------	--------------------	-----------------	-------------------

Inspection Comments

Came out to conduct a capacity measurement for this location.

The capacity for this location is 147 occupants max rated for the interior and exterior seating at this location.

The above violations shall be corrected immediately in accordance with applicable codes. A conformance inspection will be conducted within 30 days. Uncorrected violations may result in legal action. If you have any questions concerning this inspection, please call 545-3701. Persons directly affected by a decision of the code official or a notice or order issued under the IPMC shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served.

2:15:29 pm

Time Inspection Began

2:47:51 pm

Time Inspection Ended

Scott Kris

Deputy Fire Marshal

Jason Perdakis

Owner or Occupant's Signature

November 22, 2010

Date

Fire Department Inspection Report

Fire Prevention Bureau (803) 545-3701 FAX: (803) 401-8839
1612 Bull St
Columbia, SC 29210

COLUMBIA

A Capital Place To Be



Page 1 of 1

Address: 931 Senate #A

Business Name: The Big Ugly

On 08/19/2011 a fire and life safety inspection was conducted at The Big Ugly. The following violations were observed:

<u>Code</u>	<u>Description</u>	<u>Location</u>	<u>Violations</u>
-------------	--------------------	-----------------	-------------------

Inspection Comments

This place of business operates as a restaurant by day and a club at night. They have a patio in the front that leads to the front door. There were at least 75 people on the patio. There was not a clear path of egress from the front door of the building to the front patio stairs that leads to the public way due to the many people that were on the patio. On the inside they moved the tables and chairs and moved them to a hallway leading to the back exit so they can have a dance floor. The lights for the hallway were off. They appeared to be over compassy

The above violations shall be corrected immediately in accordance with applicable codes. A conformance inspection will be conducted within 30 days. Uncorrected violations may result in legal action. If you have any questions concerning this inspection, please call 545-3701. Persons directly affected by a decision of the code official or a notice or order issued under the IPMC shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served.

11:40:10 pm

Time Inspection Began

12:22:24 am

Time Inspection Ended

Leverett, Bengie

Deputy Fire Marshal

Owner or Occupant's Signature

August 19, 2011

Date

Fire Department Inspection Report

Fire Prevention Bureau (803) 545-3701 FAX: (803) 401-8839
1612 Bull St
Columbia, SC 29210

COLUMBIA

A Capital Place To Be



Page 1 of 1

Address: 931 Senate #A

Business Name: The Big Ugly

On 08/25/2011 a fire and life safety inspection was conducted at The Big Ugly. The following violations were observed:

<u>Code</u>	<u>Description</u>	<u>Location</u>	<u>Violations</u>
-------------	--------------------	-----------------	-------------------

Inspection Comments

Conducted a quick life safety check with the hospitality task force team. This business appeared to be over crowded. I spoke with the manager and explained to him that the door count was off that they needed to get the correct count. I explained to him that I would not dump the club at this time because the occupant load was close to the max. I stated to him that I would give him the benefit of the doubt, but for him to get it straight and I would be back to check. Later that evening the team went back to check on their status. I entered the business and the occupant load was definitely was over its max. The manager stated that about 10 police officers flashed their badges and barged into the location. He then threatened me that if he was over crowded and I wrote him a citation that there would be "hell to pay". I consulted with Sgt. Branham of CPD about this situation and we decided not to issue a summons at this time.

The above violations shall be corrected immediately in accordance with applicable codes. A conformance inspection will be conducted within 30 days. Uncorrected violations may result in legal action. If you have any questions concerning this inspection, please call 545-3701. Persons directly affected by a decision of the code official or a notice or order issued under the IPMC shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served.

10:00:54 pm

Time Inspection Began

10:30:11 pm

Time Inspection Ended

Lam, Matthew

Deputy Fire Marshal

Owner or Occupant's Signature

August 25, 2011

Date

Fire Department Inspection Report

Fire Prevention Bureau (803) 545-3701 FAX: (803) 401-8839
1612 Bull St
Columbia, SC 29210

COLUMBIA

A Capital Place To Be



Page 1 of 1

Address: 931 Senate #A

Business Name: The Big Ugly

On 08/19/2011 a fire and life safety inspection was conducted at The Big Ugly. The following violations were observed:

<u>Code</u>	<u>Description</u>	<u>Location</u>	<u>Violations</u>
-------------	--------------------	-----------------	-------------------

Inspection Comments

This place of business operates as a restaurant by day and a club at night. They have a patio in the front that leads to the front door. There were at least 75 people on the patio. There was not a clear path of egress from the front door of the building to the front patio stairs that leads to the public way due to the many people that were on the patio. On the inside they moved the tables and chairs and moved them to a hallway leading to the back exit so they can have a dance floor. The lights for the hallway were off. They appeared to be over capacity.

The above violations shall be corrected immediately in accordance with applicable codes. A conformance inspection will be conducted within 30 days. Uncorrected violations may result in legal action. If you have any questions concerning this inspection, please call 545-3701. Persons directly affected by a decision of the code official or a notice or order issued under the IPMC shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served.

11:40:10 pm

Time Inspection Began

12:22:24 am

Time Inspection Ended

Leverett, Bengie

Deputy Fire Marshal

Owner or Occupant's Signature

August 19, 2011

Date

Fire Department Inspection Report

Fire Prevention Bureau (803) 545-3701 FAX: (803) 401-8839
1612 Bull St
Columbia, SC 29210

COLUMBIA

A Capital Place To Be



Page 1 of 1

Address: 931 Senate #A

Business Name: The Big Ugly

On 08/25/2011 a fire and life safety inspection was conducted at The Big Ugly. The following violations were observed:

<u>Code</u>	<u>Description</u>	<u>Location</u>	<u>Violations</u>
-------------	--------------------	-----------------	-------------------

Inspection Comments

Conducted a quick life safety check with the hospitality task force team. This business appeared to be over crowded. I spoke with the manager and explained to him that the door count was off that they needed to get the correct count. I explained to him that I would not dump the club at this time because the occupant load was close to the max. I stated to him that I would give him the benefit of the doubt, but for him to get it straight and I would be back to check. Later that evening the team went back to check on their status. I entered the business and the occupant load was definitely was over its max. The manager stated that about 10 police officers flashed their badges and barged into the location. He then threatened me that if he was over crowded and I wrote him a citation that there would be "hell to pay". I consulted with Sgt. Branham of CPD about this situation and we decided not to issue a summons at this time.

The above violations shall be corrected immediately in accordance with applicable codes. A conformance inspection will be conducted within 30 days. Uncorrected violations may result in legal action. If you have any questions concerning this inspection, please call 545-3701. Persons directly affected by a decision of the code official or a notice or order issued under the IPMC shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served.

10:00:54 pm

Time Inspection Began

10:30:11 pm

Time Inspection Ended

Lam, Matthew

Deputy Fire Marshal

Owner or Occupant's Signature

August 25, 2011

Date

Fire Department Inspection Report

Fire Prevention Bureau (803) 545-3701 FAX: (803) 401-8839
1612 Bull St
Columbia, SC 29210

COLUMBIA

A Capital Place To Be



Page 1 of 1

Address: 931 Senate #A

Business Name: The Big Ugly

On 04/26/2012 a fire and life safety inspection was conducted at The Big Ugly. The following violations were observed:

<u>Code</u>	<u>Description</u>	<u>Location</u>	<u>Violations</u>
-------------	--------------------	-----------------	-------------------

Inspection Comments

We recieved a complaint on Big Ugly on being overcrowded. I had a discussion with the owner about his occupant load. He wants to block of a couple of parks in front of his business to have some sort of block party. He wanted to know if that will increase his occupant load. This will not increase his occupant load. I told the manager that he would have to talk with the zoning department to get aproval to do so.

The above violations shall be corrected immediately in accordance with applicable codes. A conformance inspection will be conducted within 30 days. Uncorrected violations may result in legal action. If you have any questions concerning this inspection, please call 545-3701. Persons directly affected by a decision of the code official or a notice or order issued under the IPMC shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served.

9:20:30 pm

Time Inspection Began

9:35:10 pm

Time Inspection Ended



Leverett, Bengie

Deputy Fire Marshal

Owner or Occupant's Signature

April 26, 2012

Date



CITY OF COLUMBIA
UNIFORM ORDINANCE SUMMON

No. 200557

CITY OF COLUMBIA

VERSUS

LAST NAME		FIRST NAME		MIDDLE NAME			
ADDRESS							
DOB	RACE	SEX	HT	WT	HAIR	EYES	DL #

YOU ARE SUMMONED TO APPEAR BEFORE THE MUNICIPAL
JUDGE FOR THE CITY OF COLUMBIA AT 811 WASHINGTON
STREET, COLUMBIA, SOUTH CAROLINA ON

Date of Trial
01-28-10

AT

Time of Trial	AM
	PM

 FOR A TRIAL CONCERNING VIOLATION
OF CITY OF COLUMBIA ORDINANCE

Ordinance Section No.		Date Issued	Bond Amount
Description of Ordinance		Charge Code	
Date of Violation	Time of Violation A.M. P.M.	Place of Violation	
Name of Issuing Officer		Employee No./Dept.	Title Code Enforcement Officer

Please see reverse side for instructions on how to post the bond and important regarding your rights. The issuing officer cannot accept the bond. Bond must be received prior to the date and time you are required to appear. **NOTICE**

FAILURE TO APPEAR BEFORE THE COURT WITHOUT HAVING POSTED BOND OR WITHOUT HAVING BEEN GRANTED A CONTINUANCE BY THE COURT IS A MISDEMEANOR PUNISHABLE BY A FINE UP TO \$200 OR IMPRISONMENT FOR UP TO 30 DAYS

WHITE COPY COURT YELLOW COPY VIOLATOR PINK COPY ISSUING OFFICER

found guilty

to be paid at court in 4 days

PLAINTIFF'S EXHIBIT 18

-----Original Message-----

From: Columbia Flying Saucer MGR
Sent: Wednesday, September 28, 2011 3:02 PM
To: shaym@sc.rr.com
Subject: Big Ugly Complaint

-----Original Message-----

From: Larry Richardson [<mailto:larry@anotherplanet.com>]
Sent: Saturday, April 23, 2011 12:09 PM
To: 'colmgr@beerknurd.com'
Subject: Re: COLFS Call in 04/22/11

Let me know how Shay handles it. Thanks, Larry

Sent from my BlackBerry Wireless Handheld

----- Original Message -----

From: Columbia Flying Saucer MGR <ColMgr@beerknurd.com>
To: Saucer Call-Ins
Cc: colgm@beerknurd.com <colgm@beerknurd.com>; colmgr@beerknurd.com <colmgr@beerknurd.com>
Sent: Sat Apr 23 08:06:02 2011
Subject: COLFS Call in 04/22/11

Columbia Flying Saucer

Problems- Our neighbors at the Big Ugly continue to have problems understanding how to keep a reasonable volume to their music. Every weekend

we have to walk over and ask their DJ turn down the sound. I did this tonight once again. If he turned the music down after we spoke I was unable to notice it. I did notice one of our UFO plates fall. I will follow up with Chris and one of us will talk to Shay Martin in the morning.

Weather- Cool and overcast with scattered showers throughout the day.

Mood- We did almost 2k during lunch to get us off on the right foot. During happy hour things escalated quickly and before we knew it the inside was jam packed. On the patio there was a respectable crowd, but lousy weather made it difficult to become completely occupied. On the televisions there was a

3 way split going on between USC Baseball and the NHL / NBA Playoffs. I still can't get over how crazy this town is about their gamecocks. There were several large parties that dropped by, producing a nice amount of work for our kitchen boys. The night held steady for the most part, on the inside at least. The weather crapped out completely around 10, leaving the patio pretty much vacant. Things began to dwindle after 1. At close there weren't many tables sat, but the bar had a nice crew. It was a bit of an odd turn out tonight, lots of newbies.

Promo- Fall Back to Freshman Year + Carolina Pint Nite

Agenda- UFO Sales + High End Bottles

Sales:

M.O.D.- Brandi opened, I closed.

William A. Cauthen

Columbia Flying Saucer

Manager

Phone (803) 933-9997

Fax (803) 933-0319

PLAINTIFF'S EXHIBIT 19

From: Columbia Manager [<mailto:colmgr@beerknurd.com>]
Sent: Thursday, March 08, 2012 2:26 PM
To: Keith Schlabs
Cc: colmgr@beerknurd.com; colgm@beerknurd.com
Subject: Big Ugly

Keith, I just got off the phone with Troy. He wanted me to email you about the following. It seems that we are having the same problem as before with Big Ugly next to us on Thursday, Friday, and Saturday night once again playing their music at levels that drown out our music and rattle the wall where plates are hanging. Can you advise me on what I should do to remedy this?

Casey Hinman

Manager

Columbia Flying Saucer

Phone (803) 933-9997

Fax (803) 933-0319

1 Q All right. The -- do you have people that sublease
2 space from you?

3 A Yes, sir.

4 Q And what, what, type of people sublease space from you?

5 A We have hairstylist, nail tech, a spa for massage
6 therapist and an esthetician. So, it's a full spa.

7 Q Okay. In December 2010, did you have the occasion to
8 contact Mr. Shay Martin about problems in the premises.

9 A Yes, sir.

10 Q And did you, did you, send him an e-mail via Facebook?

11 A Yes.

12 Q All right. Would this be a copy of that e-mail?

13 THE COURT: Show it to the other side first. I'm
14 sure they already have a copy of it. Just make sure we're
15 on the same page.

16 Any problems, gentleman?

17 MR. WHITLARK: No objection, Your Honor.

18 THE COURT: All right. You may proceed,

19 ~~Mr. Bunch.~~

20 BY MR. BUNCH:

21 Q Is this a copy of that e-mail, Mr. March?

22 A Yes.

23 Q All right. What's the date of the e-mail?

24 A December 16, 2010.

25 Q Why were you contacting Mr. Shay Martin?

1 A Because I was having problems at the location with
2 sound. I -- a salon spa concept is generally a quiet
3 one, especially in the massage room part of it. And I
4 was having problems. I was having several complaints.

5 Q All right. Your complains, did they involve -- what
6 did they involve?

7 A Strictly sound issues while people were getting
8 massaged they could hear the noises that was going on.
9 We are open until eight, 9 o'clock in the evening.

10 Q Okay. So, these people that work in there the massage
11 people and the hairstylist and nail people are they
12 renting space from you?

13 A Yes, sir.

14 Q Okay. So you, so you, rent the property overall and
15 then you sublease to these people that are, that are,
16 in there?

17 A Correct.

18 Q All right. And what did you, what did you, bring to
19 Mr. Martin's attention specifically about the, about

20 the, noise issues?

21 A Well, I had my massage therapist was getting ready to
22 give her notice because we couldn't control the sound.
23 And I was slightly concerned because I moved there and
24 I hadn't had this problem at my other location and so I
25 brought it to his attention that she was trying to

1 figure out a way to either fix the problem or redo the
2 room or whatever we had to do to address the issue.

3 Q Was this happening at any particular times of day?

4 A It was particularly after three p.m.

5 Q All right. What time does your salon close?

6 A Varies by appointment but eight or 9 o'clock p.m.
7 during the week.

8 Q Okay. So, the noise issues would occur between three
9 and when you closed?

10 A They were steadily begin at three, 4 o'clock in the
11 afternoon. It varied though but yes.

12 Q Aside from -- and did this create problems for the
13 people that were subleasing from you?

14 A Yes.

15 Q All right. And aside from the problems that they've
16 created were there other noise issues that you had to
17 deal with?

18 A No, huh-uh.

19 Q Were there -- what about, did you -- did anything fall
20 off the wall?

21 A Oh, well yeah that. Yeah, the vibrations from the
22 sound system next door -- we have a clock we share a
23 wall, if this is my salon (indicating) there on the
24 other side of the wall there's a clock in the center of
25 this wall that consistent kept falling down. So, it's

1 been replaced about a dozen times at least. And we
2 also have vases, very large vases, up to my waist tall
3 sitting on shelves up high and they would often come
4 down due to the vibrations from the sound.

5 Q What they were on shelves or something?

6 A Yeah, on floating shelves.

7 Q Okay. What happened to the massage therapist?

8 A She left also because of the sound -- because of the
9 soundproofing. We attempted to do. She attempted
10 first and then Mr. Martin attempted to professionally
11 have it done and it just didn't work.

12 Q Did the massage therapist -- when did the massage
13 therapist come to work with you?

14 A At opening, May 1, 2010.

15 Q Okay. Did you have another massage therapist come to
16 work with you?

17 A I replaced her almost right away. I believe she left
18 at the end of January 2011 and then I had her
19 surprisingly replaced pretty quickly within a week.

20 Q And is that massage therapist still with you?

21 A No, she didn't last very long for the same issues.

22 Q What do you mean for the same issues?

23 A The sound issues were the same. They weren't -- they
24 -- it didn't -- people lose their clientele if it's not
25 conductive to what they're used to.

1 Q Did you do anything to try to reduce the noise levels?

2 A Yes.

3 Q What?

4 A Yes.

5 Q What did you do?

6 A We consulted a sound person and we had the walls better
7 insulated. The ceiling was somewhat insulated and
8 we -- carpet was suggestion to buffer the sound and we
9 did all of that and it just didn't -- it didn't help.

10 The sound is quite loud.

11 Q Okay. Have you ever visited The Big Ugly?

12 A I did recently. I Wednesday Friday night.

13 Q And have you been on other occasions as well?

14 A I went once at their opening like a week or their first
15 opening for lunch -- for I think it was like early
16 afternoon dinner like 4 o'clock or something like that.

17 Q Okay. Now, when were you there last Friday what time
18 day or night?

19 A About 11 o'clock.

20 Q What did you observe?

21 A It was, it was, very business. It was very business
22 and very, very, loud. It was wall-to-wall people,
23 standing people; it's a bar. I got greeted by a
24 bouncer who ID checked me and it was packed.

25 Q Did you observe if anyone was being served food?