

BZA-04-25-00857
Exhibits 1 - 6

Exhibit 1

Note to file:

Per the attached letter from Rob Wilson and Calvin Nester, the following uses are not allowed in the commercial portion (TMS 3010000034) of PD-73E:

- Repair and Maintenance Services (Vehicle Service, Limited, including Automotive Oil Change or Lubrication Shops, or Car Washes);
- Tobacconists;
- Hotels or Motels;
- Retail Liquor Stores;
- Gas Stations; and
- Convenience Stores.

1/7/25

Andrea N. Melocik-White, AICP, Deputy Director



August 18, 2021

Andrea Melocik
Charleston County Planning Department
4045 Bridge View Drive
North Charleston, South Carolina, 29405

RE: ZREZ-03-21-00126, Hunt Club Planned Development Amendment Request (TMS# 301-00-00-034)

Dear Ms. Melocik,

Please accept this letter as clarification that the above-referenced request to amend the Hunt Club Planned Development (the "PD") applies solely to TMS# 301-00-00-034 and, more specifically, that portion of TMS# 301-00-00-034 that is designated for commercial use per the original PD (the "Property"). The request does not include the entire Hunt Club Planned Development or the properties listed in the amendment at the last Charleston County Council meeting.

The neighborhood supports our request to amend the PD only as it relates only to the Property, which is what we have conveyed to them throughout the process. We have asked them to contact you separately to confirm their support.

For clarity, please find attached the revised list of requested amendments, which has resulted from our discussions with the community. Note that we are no longer requesting Repair and Maintenance Services (Vehicle Service, Limited, including Automotive Oil Change or Lubrication Ships, or Car Washes); Tobacconists; Hotels or Motels; and Retail Liquor Stores be included in the list of allowed uses. In addition, we are asking that Gas Stations and Convenience Stores be deleted as an allowed use and, in conjunction with that request, the request to amend the provisions specific to Service Station/Gas Stations is withdrawn (canopy location and buffer requirements).

Please do not hesitate to contact me if you have any questions or wish to discuss this matter in further detail.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Rob Wilson', positioned above a horizontal line.

Rob Wilson
Applicant
Verus Development Partners

A handwritten signature in dark ink, appearing to read 'Calvin Nester', positioned above a horizontal line.

Calvin Nester
Property Owner
Hunt Club Properties, LLC

Hunt Club PD Amendment Request
ZREZ-03-21-00126

1. Include these allowed uses on TMS # 301-00-00-034 (portion designated for commercial use):

DAY CARE SERVICES

- Adult Day Care Facilities
- Child Day Care Facilities, including Group Day Care Home or Child Care Center

EDUCATIONAL SERVICES

- Personal Improvement Education, Professional tutorial Education, including Fine Arts Schools or Automobile Driving Schools

HEALTH CARE SERVICES

- Medical Office or Outpatient Clinic, including Psychiatrist Offices, Chiropractic Facilities, or Ambulatory Surgical Facilities, orthodontia, dental
- Health Care Laboratories, including Medical Diagnostic or Dental Laboratories

ANIMAL SERVICES

- Kennel
- Pet Stores or Grooming Salons
- Veterinarian Services

FINANCIAL SERVICES

- Banks
- Financial Services

FOOD SERVICES AND DRINKING PLACES

- Restaurant, Fast Food, including Snack or Nonalcoholic and alcoholic Beverage Bars
- Restaurant, General, including Cafeterias, Diners, Delicatessens, or Full-Service Restaurants

OFFICES

- Administrative or Business Office, including Bookkeeping Services, Couriers, Insurance Offices, Personnel Offices, Real Estate Services, Secretarial Services or Travel Arrangement Services
- Government Office
- Professional Office, including Accounting, Tax Preparation, Architectural, Engineering, or Legal Services

RENTAL AND LEASING SERVICES

- Consumer Goods Rental Centers
- Consumer Goods Rental Service, including Electronics, Appliances, Formal Wear, Costume, Video or Disc, Home Health Equipment, Recreational Goods, or other Household Items

RETAIL SALES

- Building Materials or Garden Equipment and Supplies Retailers
- Hardware Stores
- Home Improvement Centers
- Garden Supplies Centers
- Outdoor Power Equipment Stores
- Paint, Varnish, or Wallpaper Stores
- Food Sales, including Grocery Stores, Meat Markets or Butchers, Retail Bakeries, or Candy Shops
- Beer or Wine Sales
- Retail Sales or Services, General
- Art, Hobby, Musical Instrument, Toy, Sporting Goods, or Related Products Store
- Clothing, Piece Goods, Shoes, Jewelry, Luggage, Leather Goods or Related Products Store
- Drug Stores or Pharmacies
- Duplicating or Quick Printing Services
- Electronics, Appliance, or Related Products Store
- Florist
- Furniture, Cabinet, Home Furnishings, or Related Products Store
- Private Postal or Mailing Service
- Retirement Housing
- Independent & Assisted Living
- Religious, Civic, Professional and Similar Organizations
- Business, Professional, Labor or Political Organizations
- Social or Civic Organizations
- Religious Assembly

2. Delete the following as a permitted use on TMS # 301-00-00-034:

- Gas stations/Convenience Stores

3. PD amendments specific to use (only applies to TMS # 301-00-00-034 portion designated for commercial use):

- Where retail development areas utilize shared parking and shared access easements and parking area or drive aisle is adjacent to and internal to the commercial development area, individual commercial parcels shall be exempt from the provisions of ZLDR 9.5.3.A. When perimeter parking is adjacent to a non-retail use, perimeter landscaping shall be required pursuant to ZLDR 9.5.3.A.



Joel H. Evans, PLA, AICP
Director

ZONING/PLANNING DEPARTMENT

843.202.7200
Fax: 843.202.7218
Lonnie Hamilton, III
Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405-7464

MEMORANDUM

TO: File

DATE: March 15, 2023

SUBJECT: PD-73C, Hunt Club Planned Development

This memo serves as clarification for the following items in the approved Hunt Club Planned Development (PD-73C):

- The maximum height requirement for commercial buildings is 35’;
- Accessory structures must meet the principal structure setbacks identified in the PD guidelines, provided, however, that accessory dwelling units, including accessory dwelling units located above detached garages, are not permitted;
- Accessory dwelling units, including accessory dwelling units located above detached garages, are not permitted;
- The front yard setback for Single Family Residential (detached) is 25 feet, provided, however, that unheated, covered porches may extend no more than 3 feet into the required 25 foot front yard setback; and
- The Planning Director may approve the location of fences in wetland buffers provided that fences:
 - Do not exceed 4 feet in height or as approved by the HOA; and
 - Are not located more than 10 feet into the buffer.
- Signage for the commercial areas shall comply with the sign regulations in effect at the time of application submittal.

The current ZLDR in effect shall apply to all areas of this PD where not covered by the PD regulations and guidelines per County Council approval letter for PD-73A.

Hunt Club Community

Planned Development PD 73-E Guidelines

I. PURPOSE, INTENT AND OBJECTIVES

The following guidelines have been created to direct the proposed Planned Development of 507.62 total acres (Approximately 265 Wetlands and 245 Uplands) along Bees Ferry Road in Charleston County (TMS # 301 - 00 - 00 - 034). This parcel is to be developed, as a single family residential and single family attached residential with front commercial acreage.

The Charleston County Planning Department has requested that Rainbow Development Group, LLC submit the Hunt Club Community as a Planned Development District. Rainbow Development Group, LLC has employed Mr. Will Connor, Connor Engineering, Inc., to prepare the necessary surveys, site planning and engineering design to assure an attractive community for the West Ashley, St. Andrews District.

II. EXISTING SITE INFORMATION

Existing Owners – Rainbow Development Group, LLC
1901 Ashley River Road, 7-B
Charleston, SC 29407

Hunt Club Properties, LLC
1901 Ashley River Road, 7-B
Charleston, SC 29407

Owners Representative – Mr. Calvin R. Nester
1901 Ashley River Road, 7-B
Charleston, SC 29407

Existing zoning – Planned Development – 73

Site Soils:
Mp - Mine pits and dumps
Wa - Wadmalaw fine sandy loam
Yo - Yorges loamy fine sand
HoA - Hockley loamy fine sand 0 to 2% slopes
HoB - Hockley loamy fine sand 2 to 6% slopes
WgB - Wagram loamy fine sand

Sc - Santee clay loam

Potable water and sanitary sewer will be provided by the Charleston CPW. A copy of the CPW commitment letter is included in these planned development guidelines.

Water: 24" water main in Main Road and Bees Ferry Road R/W. New 16" water main in Bear Swamp Road R/W.

Sewer: Gravity sanitary sewer in Bear Swamp Road R/W.

Property is in flood zones A13 (Elev. 7), A15 (Elev.10), zone B and zone C as per community panel 455413 02256/455413 02866, dated July 15, 1988.

Existing topography averages between elevations 15 and 5 with attractive slopes throughout the property.

III. LAND USE/SITE DEVELOPMENT CONCEPT

Our client, Rainbow Development Group, has worked with your staff to develop a comprehensive site plan for the Hunt Club Community that follows the recommendations from the Planning Department staff. Connor Engineering has prepared a plan for the zoning of approximately 245 acres of land that includes: 505 single family detached and attached residential units; Residential recreational facilities; 15 acres of Bees Ferry frontage property for light commercial properties; 34 acres of property adjoining the Bees Ferry Land fill for self storage facilities; and, an Assisted Living Facility fronting on Bear Swamp Road as previously approved. The resulting site plan sensitively responds to 265 acres of undisturbed wetlands and other site features in a way to maximize tree preservation and enhance the site's natural beauty. The natural beauty of the wetlands with its magnificent trees and plant life are part of the overall nature theme of the Hunt Club. As noted in the Charleston County Ordinance "Trees enhance the Low country quality of life as a sacred and inseparable part of its historical legacy." Both the residential and commercial lots of this new community will meet all zoning requirements necessary for compliance.

There is a courtly entrance area from Bees Ferry Road, beautifully landscaped, leading through the commercial properties to the residential semi-private neighborhood. The Hunt Club Recreational Facility will allow residents joyful access to relaxation and group gatherings in a natural setting. Walking trails through the wetlands will allow a nice stroll or jog. The untouched wetlands will also maintain a sense of seclusion for the neighborhood setting.

The commercial properties shall blend in with the natural habitat. The intent of the commercial development is to allow a harmonious and homogeneous transition into the residential development. Building design shall be of a commercial/residential village nature with the purpose of introducing the community and visitors to the natural beauty of the low country setting.

1. Allowed Commercial /Office/Residential Uses:
 - a. Small Animal Boarding (enclosed building)
 - b. Financial Services
 - c. Safety Services
 - d. Food Sales
 - e. Liquor Sales
 - f. Offices
 - g. Condominiums
 - h. Personal Improvement Services
 - i. Retail Services and Sales
 - j. Self- Storage
 - k. Single family attached and detached
 - l. Allow residential use (condominiums) one or more floor levels above retail commercial uses.
 - m. Allow for a borrow pit (excavating) only to create recreational lakes along the portion of the property (approximately 60 acres) adjoining the Bees Ferry Landfill. Dirt shall be removed offsite.
 - n. All as defined in the Charleston County Zoning & Land Development Regulations except as noted.
2. The following are additional allowed land uses for the commercial portion of TMS# 301-00-00-034 and not for the other commercial properties in the PD or the residential portion of TMS# 301-00-00-034:
 - a. DAY CARE SERVICES
 - i. Adult Day Care Facilities
 - ii. Child Day Care Facilities, including Group Day Care Home or Child Care Center
 - b. EDUCATIONAL SERVICES
 - i. Personal Improvement Education, Professional tutorial Education, including Fine Arts
 - ii. Schools or Automobile Driving Schools
 - c. HEALTH CARE SERVICES
 - i. Medical Office or Outpatient Clinic, including Psychiatrist Offices, Chiropractic Facilities, or Ambulatory Surgical Facilities, orthodontia, dental
 - ii. Health Care Laboratories, including Medical Diagnostic or Dental Laboratories
 - d. ANIMAL SERVICES
 - i. Kennel
 - ii. Pet Stores or Grooming Salons
 - iii. Veterinarian Services
 - e. FINANCIAL SERVICES
 - i. Banks

- ii. Financial Services
- f. FOOD SERVICES AND DRINKING PLACES
 - i. Restaurant, Fast Food, including Snack or Nonalcoholic and alcoholic Beverage Bars
 - ii. Restaurant, General, including Cafeterias, Diners, Delicatessens, or Full-Service Restaurants
- g. OFFICES
 - i. Administrative or Business Office, including Bookkeeping Services, Couriers, Insurance Offices, Personnel Offices, Real Estate Services, Secretarial Services or Travel Arrangement Services
 - ii. Government Office
 - iii. Professional Office, including Accounting, Tax Preparation, Architectural, Engineering, or Legal Services
- h. RENTAL AND LEASING SERVICES
 - i. Consumer Goods Rental Centers
 - ii. Consumer Goods Rental Service, including Electronics, Appliances, Formal Wear, Costume, Video or Disc, Home Health Equipment, Recreational Goods, or other Household Items
- i. RETAIL SALES
 - i. Building Materials or Garden Equipment and Supplies Retailers
 - ii. Hardware Stores
 - iii. Home Improvement Centers
 - iv. Garden Supplies Centers
 - v. Outdoor Power Equipment Stores
 - vi. Paint, Varnish, or Wallpaper Stores
 - vii. Food Sales, including Grocery Stores, Meat Markets or Butchers, Retail Bakeries, or Candy Shops
 - viii. Beer or Wine Sales
 - ix. Retail Sales or Services, General
 - x. Art, Hobby, Musical Instrument, Toy, Sporting Goods, or Related Products Store
 - xi. Clothing, Piece Goods, Shoes, Jewelry, Luggage, Leather Goods or Related Products Store
 - xii. Drug Stores or Pharmacies
 - xiii. Duplicating or Quick Printing Services
 - xiv. Electronics, Appliance, or Related Products Store
 - xv. Florist
 - xvi. Furniture, Cabinet, Home Furnishings, or Related Products Store
 - xvii. Private Postal or Mailing Service
 - xviii. Retirement Housing
 - xix. Independent & Assisted Living
 - xx. Religious, Civic, Professional and Similar Organizations
 - xxi. Business, Professional, Labor or Political Organizations
 - xxii. Social or Civic Organizations

xxiii. Religious Assembly

3. The following are prohibited uses for TMS# 301-00-00-034:

- a. GAS Stations/Convenience Stores
- b. Retail Liquor Stores

IV. SETBACK/LOT/HEIGHT/COVERAGE/WETLANDS AND WATERWAY CRITERIA

1. The entire property shall comply with setback requirements as set forth in the Charleston County Zoning Ordinance except where noted. Any proposed change to the approved Planned Development Guidelines for the Hunt Club Planned Development (73) shall require an amendment to the Planned Development that shall be processed as a Planned Development amendment following the procedures prescribed in the Charleston County Zoning and Land Development Regulations Ordinance.

2. Setbacks:

	Front yard	Rear yard	Side yard
Single Family Residential	22	25	5'8'
Single Family Attached Residential	20	10	10*
Commercial Lots	25	10	5

* On all non-attached sides

- 3. Building height for single family residential shall be 40' maximum.
- 4. Maximum building coverage will be 35% for single family residential.
- 5. Maximum building coverage will be 60% for single family attached.
- 6. On lots having more than one side fronting on a street, one side shall be designated the front and one side shall be designated the side. The setbacks for the front and side yards shall then be applied.
- 7. Maximum commercial building coverage will be 50%.
- 8. Minimum lot width of 70' for single family residential, except cul-de-sacs, and in roadway curves which shall have a minimum frontage of 30'. Minimum lot size of 8,000 sq ft. unless otherwise noted.
- 9. Minimum lot width of 18' for single family attached residential. Minimum lot size of 1,400 sq ft. unless otherwise noted.
- 10. Attached single family residential shall contain no more than 8 units per building structure.
- 11. Wetlands and Waterway standards are intended to provide an unobstructed, unoccupied open area between the furthestmost projection of a structure and all waterways and salt water critical lines. The purpose of these required buffers is to provide a visual and spatial buffer between development and the County's salt water wetlands and waterways

and to protect water quality and wildlife habitat. Buffers with a minimum depth of 35 feet shall be provided along all waterways (not drainage ditches) and saltwater critical lines. The minimum lot width standards of the underlying zoning district shall apply at the required buffer setback line. Vision corridors may be established within required waterway and wetland buffers, provided that they not exceed 33 percent of the total buffer length. Vision corridors may be free of vegetation, provided that the following shall never be removed: A. live oaks with a diameter breast height of 12 inches or greater; and, B. any tree (except a pine) with a diameter breast height of 18 inches or greater. All existing vegetation shall be preserved within required buffers, unless expressly approved by the Planning Director, and the Homeowners Association (HOA). When no vegetation exists within required buffers, the buffers shall be landscaped with a minimum of 4 canopy trees, 6 understory trees and 15 shrubs per 100 linear feet of buffer area. Plant material shall be selected from the List of Native and Naturalized Species or such other species that is expressly approved by the Planning Director and the HOA. Every part of a required waterway or wetland buffer must be open and unobstructed from the ground to the sky except for trees, shrubbery or other landscape features; bulkheads; docks; rip rap; and unpaved walkways.

12. Buffering on Bees Ferry Road shall be in accordance with the Charleston County Unified Development Ordinance.

V. OFF STREET PARKING

1. Parking will meet residential requirements for residential areas and commercial requirements for commercial areas.

VI. LANDSCAPING REQUIREMENTS

1. Landscaping shall flow throughout the community and will follow or surpass the Charleston County standards unless other wise noted.
2. The Hunt Club theme promotes tree protection and preservation. As described in the Charleston County Ordinance, "Trees play a critical role in purifying air and water, providing wildlife habitat, and enhancing natural drainage of storm water and sediment control." Tree Protection shall be a priority for the community and shall follow Charleston County Standards.
3. Where retail development areas utilize shared parking and shared access easements and parking area or drive aisle is adjacent to and internal to the commercial development area, individual commercial parcels shall be exempt from the provisions of ZLDR 9.5.3.A. When perimeter parking is adjacent to a non-retail use, perimeter landscaping shall be required pursuant to ZLDR 9.5.3.A.

VII. SIGNAGE

1. Entrance identification signage and landscaping will blend in with the nature theme and be allowed at the entrance into the residential area as shown on the plans and will adhere to guidelines set forth in the Charleston County Zoning Ordinance.

VIII. STREET/STORM DRAINAGE

1. The road system shall be asphalt with roadside ditches from the Bees Ferry entrance through the commercial property up to the residential entrance as shown on the site plans. All right of way widths shall be a minimum of 50 feet and roads shall be constructed to Charleston County Road Standards for Paved Streets.
2. Paving of the road system shall be asphalt, must meet county approvals, and will be dedicated to the public unless other wise noted.
3. Storm drainage must be approved by the Charleston County Public Works Department. Water runoff from buildings, drives and parking areas shall be managed and treated to meet the necessary agency approvals and preserve environmental standards.
4. A comprehensive drainage study for the project will be submitted to and approved by the Charleston County Public Works Department prior to the approval of any phase of the proposed construction. The study will include upstream drainage areas as determined from aerial photos, USGS quadrangle maps, and ground investigation. Downstream drainage will also be addressed to US 17 and will continue as needed downstream to the marsh. Wetland hydrology will be determined, to include the 25-year crest elevation, the 100- year flood zone (as shown on the FEMA flood maps), the normal water elevation in the wetlands, necessary pond outfall elevations, and the impact of lowland flooding. The FEMA flood map indicates a varying 100-year flood elevation of 7.00 MSL to 10.00 MSL in the vicinity. Finished floor elevations will be mandated significantly higher than 10.00 MSL. Any improvements to the existing drainage system called for by the drainage study must be identified and associated with a defined construction phase.
5. Construction traffic will be handled to ensure construction vehicles will be routed away from newly approved roadways. The construction accesses (by phase) are shown on the planned development layout plan.
6. We have met with the OCRM (Rob Mikell and Jeff Thompson) concerning the wetland master plan and the proposed plan is feasible. The road crossings as shown are typical for this type project. The Corps of Engineers typically permits these types of crossings based on compliance with state, federal, and local agencies comments. OCRM has indicated the standard requirements of undisturbed wetland buffers, crossing pipes, erosion control and Best Management practices. The wetlands have been delineated and the delineation has

been approved by the Corps of Engineers. Wetland fill permits have also been approved for the required wetland crossings.

IX. UTILITIES

1. The appropriate utilities have been contacted and the utilities will be extended per the phasing of the project, as the project is constructed. Commitments have been made by Charleston CPW, SCE&G, and BellSouth for sewer, water, power, and phone. The SCDOT, St. Andrews Fire Department, and St. Andrews PSD have reviewed the development plan and have indicated no problems with the conceptual plan.

X. DEVELOPMENT SCHEDULE

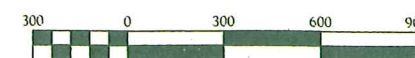
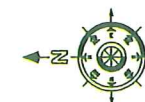
1. Phase I construction is complete. This phase consisted of the build out of approximately 3889 LF of road, water, and sewer to accommodate approximately 65 lots.
2. Phase II construction is complete. This phase consisted of the build out of approximately 3,700 LF of road, water, and sewer to accommodate approximately 77 lots.
3. Phase III is currently under construction. This will encompass the build out of approximately 1668 LF of road, water and sewer to accommodate 33 lots. The estimated remaining build out time for Phase III is 3 months.
4. The development of the remaining residual property will be phased as the market demands. This will allow the marketing trends to help guide the continuing build-out of Hunt Club. A maximum of 330 total single family residential and/or single family attached units will be developed. The total number of 505 dwelling units will remain unchanged from the previously approved Planned Development PD-73.



HUNT CLUB

RAINBOW DEVELOPMENT, L.L.C. • ST. ANDREW'S PARISH
CHARLESTON COUNTY, SC

9.21.04



SCALE 1" = 300'

Exhibit 2

Hunt Club Community

Planned Development PD 73-C Guidelines

I. PURPOSE, INTENT AND OBJECTIVES

The following guidelines have been created to direct the proposed Planned Development of 507.62 total acres (Approximately 265 Wetlands and 245 Uplands) along Bees Ferry Road in Charleston County (TMS # 301 - 00 - 00 - 034). This parcel is to be developed, as a single family residential and single family attached residential with front commercial acreage.

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- Owners Representative – Mr. Calvin R. Nester
1901 Ashley River Road, 7-B
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- Applicant - Rainbow Development Group, LLC
1901 Ashley River Road, 7-B
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- Existing zoning – Planned Development – 73

- Site Soils: Mp - Mine pits and dumps
 - Wa - Wadmalaw fine sandy loam
 - Yo - Yorges loamy fine sand
 - HoA - Hockley loamy fine sand 0 to 2% slopes
 - HoB - Hockley loamy fine sand 2 to 6% slopes
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- Potable water and sanitary sewer will be provided by the Charleston CPW. A copy of the CPW commitment letter is included in these planned development guidelines.

- Water: 24" water main in Main Road and Bees Ferry Road R/W. New 16" water main in Bear Swamp Road R/W.

- Sewer: Gravity sanitary sewer in Bear Swamp Road R/W.

- Property is in flood zones A13 (Elev. 7), A15 (Elev.10), zone B and zone C as per community panel 455413 02256/455413 02866, dated July 15, 1988.

- Existing topography averages between elevations 15 and 5 with attractive slopes throughout the property.

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The commercial properties shall blend in with the natural habitat. The intent of the commercial development is to allow a harmonious and homogeneous transition into the residential development. Building design shall be of a commercial/residential village nature with the purpose of introducing the community and visitors to the natural beauty of the low country setting.

Allowed Commercial /Office/Residential Uses:

Small Animal Boarding (enclosed building)

Financial Services

Safety Services

Food Sales

See added uses on next page

Liquor Sales

Offices

Condominiums

Personal Improvement Services

Retail Services and Sales

Service Station

Self Storage

Single family attached and detached

Allow residential use (condominiums) one or more floor levels above retail commercial uses.

Allow for a borrow pit (excavating) only to create recreational lakes along the portion of the property (approximately 60 acres) adjoining the Bees Ferry Landfill. Dirt shall be removed offsite.

All as defined in the Charleston County Zoning & Land Development Regulations except as noted.

IV. SETBACK/LOT/HEIGHT/COVERAGE/WETLANDS AND WATERWAY CRITERIA

- A. The entire property shall comply with setback requirements as set forth in the Charleston County Zoning Ordinance except where noted. Any proposed change to the approved Planned Development Guidelines for the Hunt Club Planned Development (73) shall require an amendment to the Planned Development that shall be processed as a Planned Development amendment following the procedures prescribed in the Charleston County Zoning and Land Development Regulations Ordinance.

Include the Following allowed uses:

DAY CARE SERVICES

- Adult Day Care Facilities
- Child Day Care Facilities, including Group Day Care Home or Child Care Center

EDUCATIONAL SERVICES

- Personal Improvement Education, Professional tutorial Education, including Fine Arts Schools or Automobile Driving Schools

HEALTH CARE SERVICES

- Medical Office or Outpatient Clinic, including Psychiatrist Offices, Chiropractic Facilities, or Ambulatory Surgical Facilities, orthodontia, dental
- Health Care Laboratories, including Medical Diagnostic or Dental Laboratories

ANIMAL SERVICES

- Kennel
- Pet Stores or Grooming Salons
- Veterinarian Services

FINANCIAL SERVICES

- Banks
- Financial Services

FOOD SERVICES AND DRINKING PLACES

- Restaurant, Fast Food, including Snack or Nonalcoholic and alcoholic Beverage Bars
- Restaurant, General, including Cafeterias, Diners, Delicatessens, or Full-Service Restaurants

OFFICES

- Administrative or Business Office, including Bookkeeping Services, Couriers, Insurance Offices Personnel Offices, Real Estate Services, Secretarial Services or Travel Arrangement Services
- Government Office
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RENTAL AND LEASING SERVICES

- Consumer Goods Rental Centers
- Consumer Goods Rental Service, including Electronics, Appliances, Formal Wear, Costume, Video or Disc, Home Health Equipment, Recreational Goods, or other Household Items

REPAIR AND MAINTENANCE SERVICES

- Vehicle Service, Limited, including Automotive Oil Change or Lubrication Shops, or Car Washes

RETAIL SALES

- Building Materials or Garden Equipment and Supplies Retailers
- Hardware Stores
- Home Improvement Centers
- Garden Supplies Centers
- Outdoor Power Equipment Stores
- Pain, Varnish, or Wallpaper Stores
- Food Sales, including Grocery Stores, Meat Markets or Butchers, Retail Bakeries, or Candy Shops
- Liquor, Beer, or Wine Sales
- Retail Sales or Services, General
- Art, Hobby, Musical Instrument, Toy, Sporting Goods, or Related Products Store
- Clothing, Piece Goods, Shoes, Jewelry, Luggage, Leather Goods or Related Products Store
- Convenience Stores
- Drug Stores or Pharmacies
- Duplicating or Quick Printing Services
- Electronics, Appliance, or Related Products Store
- Florist
- Furniture, Cabinet, Home Furnishings, or Related Products Store
- Private Postal or Mailing Service
- Tobacconist

Retirement Housing

- Independent & Assisted Living

Hotels or Motels

Religious, Civic, Professional and Similar Organizations

- Business, Professional, Labor or Political Organizations
- Social or Civic Organizations
- Religious Assembly

Specific to Use:

Service Station/Gas Stations Service stations

•Service station/gas stations adjacent to Bees Ferry Road may be situated such that the pump canopy faces Bees Ferry Road. A landscaper buffer type S4 shall be required in accordance with the ZLDR 9.5.4.

•ZLDR 9.6.3.E.6 shall not apply to service stations/gas stations within the Hunt Club Planned Development; however, all other requirements of ZLDR 9.6.3.E. shall apply.

Setbacks:	Front yard	Rear yard	Side yard
Single Family Residential	22	25	5'8'
Single Family Attached Residential	20	10	10 (on all non-attached sides)
Commercial Lots	25	10	5

- B. Building height for single family residential shall be 40' maximum.
- C. Maximum building coverage will be 35% for single family residential.
- D. Maximum building coverage will be 60% for single family attached.
- E. On lots having more than one side fronting on a street, one side shall be designated the front and one side shall be designated the side. The setbacks for the front and side yards shall then be applied.
- F. Maximum commercial building coverage will be 50%.
- G. Minimum lot width of 70' for single family residential, except cul-de-sacs, and in roadway curves which shall have a minimum frontage of 30'. Minimum lot size of 8,000 sq ft. unless otherwise noted.
- H. Minimum lot width of 18' for single family attached residential. Minimum lot size of 1,400 sq ft. unless otherwise noted.
- I. Attached single family residential shall contain no more that 8 units per building structure.
- J. Wetlands and Waterway standards are intended to provide an unobstructed, unoccupied open area between the furthestmost projection of a structure and all waterways and salt water critical lines. The purpose of these required buffers is to provide a visual and spatial buffer between development and the County's salt water wetlands and waterways and to protect water quality and wildlife habitat. Buffers with a minimum depth of 35 feet shall be provided along all waterways (not drainage ditches) and saltwater critical lines. The minimum lot width standards of the underlying zoning district shall apply at the required buffer setback line. Vision corridors may be established within required waterway and wetland buffers, provided that they not exceed 33 percent of the total buffer length. Vision corridors may be free of vegetation, provided that the following shall never be removed: A. live oaks with a diameter breast height of 12 inches or greater; and, B. any tree (except a pine) with a diameter breast height of 18 inches or greater. All existing vegetation shall be preserved within required buffers, unless expressly approved by the Planning Director, and the Homeowners Association (HOA). When no vegetation exists within required buffers, the buffers shall be landscaped with a minimum of 4 canopy trees, 6 understory trees and 15 shrubs per 100 linear feet of buffer area. Plant material shall be selected from the List of Native and Naturalized Species or such other species that is expressly approved by the Planning Director and the HOA. Every part of a required waterway or wetland buffer must be open and unobstructed from the ground to the sky except for trees, shrubbery or other landscape features; bulkheads; docks; rip rap; and unpaved walkways.

- K. Buffering on Bees Ferry Road shall be in accordance with the Charleston County Unified Development Ordinance.

V. OFF STREET PARKING

- A. Parking will meet residential requirements for residential areas and commercial requirements for commercial areas.

VI. LANDSCAPING REQUIREMENTS

- A. Landscaping shall flow throughout the community and will follow or surpass the Charleston County standards unless other wise noted.
- B. The Hunt Club theme promotes tree protection and preservation. As described in the Charleston County Ordinance, “Trees play a critical role in purifying air and water, providing wildlife habitat, and enhancing natural drainage of storm water and sediment control.” Tree Protection shall be a priority for the community and shall follow Charleston County Standards.

C. Where retail development areas utilize shared parking and shared access easements and parking area or drive aisle is adjacent to and internal to the commercial development area, individual commercial parcels shall be exempt from the provisions of ZLDR 9.5.3.A. When perimeter parking is adjacent to a non-retail use, perimeter landscaping shall be required pursuant to ZLDR 9.5.3.A.

VII. SIGNAGE

- A. Entrance identification signage and landscaping will blend in with the nature theme and be allowed at the entrance into the residential area as shown on the plans and will adhere to guidelines set forth in the Charleston County Zoning Ordinance.

VIII. STREET/STORM DRAINAGE

- A. The road system shall be asphalt with roadside ditches from the Bees Ferry entrance through the commercial property up to the residential entrance as shown on the site plans. All right of way widths shall be a minimum of 50 feet and roads shall be constructed to Charleston County Road Standards for Paved Streets.
- B. Paving of the road system shall be asphalt, must meet county approvals, and will be dedicated to the public unless other wise noted.
- C. Storm drainage must be approved by the Charleston County Public Works Department. Water runoff from buildings, drives and parking areas shall be

managed and treated to meet the necessary agency approvals and preserve environmental standards.

- D. A comprehensive drainage study for the project will be submitted to and approved by the Charleston County Public Works Department prior to the approval of any phase of the proposed construction. The study will include upstream drainage areas as determined from aerial photos, USGS quadrangle maps, and ground investigation. Downstream drainage will also be addressed to US 17 and will continue as needed downstream to the marsh. Wetland hydrology will be determined, to include the 25-year crest elevation, the 100-year flood zone (as shown on the FEMA flood maps), the normal water elevation in the wetlands, necessary pond outfall elevations, and the impact of lowland flooding. The FEMA flood map indicates a varying 100-year flood elevation of 7.00 MSL to 10.00 MSL in the vicinity. Finished floor elevations will be mandated significantly higher than 10.00 MSL. Any improvements to the existing drainage system called for by the drainage study must be identified and associated with a defined construction phase.
- E. Construction traffic will be handled to ensure construction vehicles will be routed away from newly approved roadways. The construction accesses (by phase) are shown on the planned development layout plan.
- F. We have met with the OCRM (Rob Mikell and Jeff Thompson) concerning the wetland master plan and the proposed plan is feasible. The road crossings as shown are typical for this type project. The Corps of Engineers typically permits these types of crossings based on compliance with state, federal, and local agencies comments. OCRM has indicated the standard requirements of undisturbed wetland buffers, crossing pipes, erosion control and Best Management practices. The wetlands have been delineated and the delineation has been approved by the Corps of Engineers. Wetland fill permits have also been approved for the required wetland crossings.

IX. UTILITIES

- A. The appropriate utilities have been contacted and the utilities will be extended per the phasing of the project, as the project is constructed. Commitments have been made by Charleston CPW, SCE&G, and BellSouth for sewer, water, power, and phone. The SCDOT, St. Andrews Fire Department, and St. Andrews PSD have reviewed the development plan and have indicated no problems with the conceptual plan.

X. DEVELOPMENT SCHEDULE

- A. Phase I construction is complete. This phase consisted of the build out of approximately 3889 LF of road, water, and sewer to accommodate approximately 65 lots.
- B. Phase II construction is complete. This phase consisted of the build out of approximately 3,700 LF of road, water, and sewer to accommodate approximately 77 lots.
- C. Phase III is currently under construction. This will encompass the build out of approximately 1668 LF of road, water and sewer to accommodate 33 lots. The estimated remaining build out time for Phase III is 3 months.
- D. The development of the remaining residual property will be phased as the market demands. This will allow the marketing trends to help guide the continuing build-out of Hunt Club. A maximum of 330 total single family residential and/or single family attached units will be developed. The total number of 505 dwelling units will remain unchanged from the previously approved Planned Development PD-73.

Exhibit 3



4045 Bridge View Drive
North Charleston, SC 29405
Phone: (843) 202-7200
Fax: (843)202-7222

Permit

Permit #. **ZONE-11-24-21013**

Permit Type: **Zoning Permit**

Work Class: **Bldg. - Commercial**

Permit Status: **ACTIVE**

Issue Date: **11/13/2024**

Expires:

ZONING PERMIT APPLICATION: ZonA-11-24-06920

Project Address

Parcel Number

District

**1184 BEES FERRY RD, 103 UNIT
JOHNS ISLAND, SC 29455**

3010000809

St. Andrews PSD/SAPP

Flood Zone: **AE - 9**

Tax District #: **T.D. 6-2**

Applicant Information

Address

Phone

Cell

MONTHER ALMADHRAHI

(313) 564-9292

Contractor(s)

Address

Phone

Contractor Type

Invoice #

Paytype

Total Fees

Amount Paid

Amount Due

01208961

Credit Card

\$50.00

\$50.00

\$50.00

\$0.00

Proposed Construction / Details

ZONING APPROVAL FOR UPFIT OF SUITE 1043 "540 TOBACCO AND VAPE". A RETAIL ESTABLISHMENT ONLY. HOURS OF OPERATION 9AM-9 PM 7 DAYS A WEEK WITH ONE EMPLOYEE. AFTER UPFIT WORK IS COMPLETED. SEND COPY OF C.O. TO Z/P TO ESTABLISH THE BUSINESS. BUSINESS LICENSE REQUIRED. ANY NEW SIGNAGE WILL REQUIRE SEPARATE ZONING REVIEW AND APPROVAL.

Valuation: **\$0.00**

Total Sq Ft: **0.00**

THIS WORK WILL BE DONE BY ME, THE OWNER, BY MEMBERS OF MY IMMEDIATE FAMILY OR BY A FULL TIME REGULAR EMPLOYEE NOT HIRED FOR THIS PARTICULAR JOB. WORK DONE BY OTHER THAN ABOVE IS A VIOLATION OF THE LAW AND WOULD VOID THIS PERMIT AND COULD RESULT IN PROSECUTION.

IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT THE APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE A PRIVILEGE TO VIOLATE THE ORDINANCES OF THE COUNTY OF CHARLESTON; AND THAT ANY ALTERATION OR CHANGE FROM THIS APPLICATION WITHOUT THE APPROVAL OF THE BUILDING OFFICIAL SHALL CONSTITUTE SUFFICIENT GROUNDS FOR THE REVOCATION OF ANY PERMIT. THIS PERMIT IS EXPRESSLY CONDITIONED UPON THE ACCURACY OF THE INFORMATION SUBMITTED BY THE APPLICANT. PERMIT WORK WILL BE VOIDED IF WORK IS NOT STARTED WITHIN SIX (6) MONTHS OR IF WORK IS STOPPED FOR A PERIOD OF SIX (6) MONTHS.

DATE: 11/13/2024

SIGNATURE OF OWNER. CONTRACTOR, AGENT

Jaal H. Evans

APPROVED BY: PLANNING OFFICIAL

Wednesday, November 13, 2024

Exhibit 4



Ross A. Appel
Phone: (843) 937-9798
Fax: (843) 937-0706
Ross@mklawsc.com

January 31, 2025

VIA E-MAIL ONLY

Joel Evans
Charleston County Planning and Zoning Director
4045 Bridge View Dr.
North Charleston, SC 29405-7464
JEvans@charlestoncounty.org

**Re: Hunt Club Planned Development
Appeal of Zoning-Related Administrative Decision**

Dear Joel:

I hope this finds you well. My firm represents Hunt Club Medical, LLC (“HCM”), the owner of 1184 Bees Ferry Road, Johns Island, SC 29455 (TMS No. 301-00-00-809) (the “Property”).

On November 11, 2024, HCM entered into a lease agreement (the “Lease”) with Chillaxe Tobacco and Vapor 3, LLC (the “Tenant”) for Unit 103 on the Property.¹ On November 12, 2024, the Tenant submitted a Letter of Intent to the County for “a tobacco and vape shop” at the Premises.² On November 13, 2024, the County issued the Tenant a Zoning Permit for the Premises bearing Permit No. ZONE-11-24-21013 (the “Permit”).³ The Permit states, in relevant part, as follows: “ZONING APPROVAL FOR UPFIT OF SUITE 1043 “540 TOBACCO AND VAPE. A RETAIL ESTABLISHMENT ONLY.”

On January 7, 2025, Ms. Melocik-White, Deputy Director, Charleston County Zoning and Planning Department, e-mailed Jack Coupland, a representative of HCM, informing him that “per the Council approval of the most recent Hunt Club Planned Development Zoning District amendment, vape shops (considered tobacconists) are not allowed.”⁴ It is unclear at this time whether the Permit has been revoked. However, it appears that is a possibility given the January 7, 2025 e-mail.

¹ Exhibit A

² Exhibit B

³ Exhibit C

⁴ Exhibit D

Should the Permit be revoked based on the County's new use interpretation, this will almost certainly force the Tenant to terminate the Lease. Should that occur, HCM will suffer severe financial damages. Specifically, HCM will lose \$518,968 in total base rent over the Tenant's 5-year term, plus landlord recovery income of \$16,618 per year. HCM is also obligated to pay \$15,569.04 in leasing commissions and thousands of dollars in attorneys fees, which are still accruing. In this market, it will take a year or longer to locate and secure a replacement tenant.

This letter serves as HCM's timely appeal of the administrative zoning interpretation contained in the January 7, 2025 e-mail, pursuant to Article 3.13 of the ZLDR. HCM has standing to appeal pursuant to Section 3.13.2, ZLDR because it claims a "substantial interest" in the decision of the administrative official. Enclosed, please find a check in the amount of \$250.00 for the filing fee. HCM's grounds for appeal follow.

The Property is zoned Hunt Club Planned Development Zoning District (the "PD"). The most recent amendment to the PD was adopted on September 28, 2021 via Ordinance No. 2173 (the "Amendment").⁵ Section II.B of the Amendment reads as follows:

The PD Development Plan submitted by the applicant and identified as the "Hunt Club Community Planned Development PD-73E Guidelines" submitted March 31, 2021, including the conditions of approval attached thereto as Exhibit "A" and made part of this Ordinance by reference, approved by County Council as Planned Development 73E or PD-73E, is incorporated herein by reference, and shall constitute the PD Development Plan for the parcels identified above.

The list of allowed uses in the March 2021 submittal, which Section II.B of the Amendment incorporates by reference, expressly allows "tobacconist" under the heading "Retail Sales."⁶ This is the controlling law at the time of Permit issuance, and the use is vested under South Carolina law.

This strict reading of the Amendment is supported by South Carolina's special rule of statutory construction in the context of zoning and land use regulations, which provides as follows:

It is a well-founded principle of law that "statutes or ordinances in derogation of natural rights of persons over their property are to be strictly construed as they are in derogation of the common law right to use private property so as to realize its highest utility and should not be impliedly extended to cases not clearly within their scope and purpose. It follows that the terms limiting the use of the property must be liberally construed for the benefit of the property owner."

Helicopter Solutions, Inc. v. Hinde, 414 S.C. 1, 13, 776 S.E.2d 753, 759 (Ct. App. 2015) (citing *Purdy v. Moise*, 223 S.C. 298, 302, 75 S.E.2d 605, 607 (1953)); *Keane v. Hodge*, 292 S.C. 459, 465, 357 S.E.2d 193, 196 (Ct. App. 1987) (holding that while "[l]ocal governments have wide latitude to enact ordinances regulating what people can do with their property," they "must draft their ordinances so that people can have a clear understanding as to what is permitted and what is

⁵ Exhibit E

⁶ Exhibit F, page 27 of the PDF.

not. Otherwise, we must construe such ordinances to allow people to use their property so as to realize its highest utility.”).

The document titled “Exhibit ‘A’ – PD-73E Conditions of Approval” attached to the Amendment cannot be read to eliminate uses permitted in the March 2021 submittal. This document is not referenced anywhere in Section II.B of the Amendment or elsewhere in the Amendment. Moreover, by its express terms “Exhibit ‘A’ – PD-73E Conditions of Approval” states the uses listed therein “add the following uses” – not *remove* any uses previously approved. For these reasons, “tobacconist” remains a permitted, by-right use on the Property, and the Permit was properly issued.

Given the foregoing, HCM respectfully requests the Board of Zoning Appeals reverse the January 7, 2025 zoning interpretation and confirm the Permit for the Tenant remains valid under the Amendment and vested against future zoning amendments.

This appeal was filed to ensure HCM’s rights are preserved. HCM remains hopeful a reasonable resolution can be reached with the County. We look forward to future positive collaboration. If you have any questions, please do not hesitate to contact me.

Respectfully,

McCULLOUGH KHAN APPEL



Ross A. Appel

Enclosures

Exhibit A

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the 11th day of November, 2024 (the "Effective Date"), by and between Landlord and Tenant.

WITNESSETH:

For and in consideration of the mutual agreement of the parties, Landlord leases and demises to Tenant, and Tenant leases, demises and rents from Landlord, the Premises on the terms and conditions set out in this Lease.

1. **Basic Lease Terms.** The Lease is subject to the following basic terms and definitions (the "Basic Lease Terms"), each of which shall be construed to incorporate all the references thereto in the Lease and shall be limited by such provisions.

Landlord: Hunt Club Medical, LLC, a South Carolina limited liability company

Landlord's Address: 2298 Mount Pleasant St.
Charleston, SC 29492

Tenant: Chillaxe Tobacco and Vapor 3, LLC, a South Carolina limited liability company

Tenant's Address: Prior to the Commencement Date:

810 E Main Street
Laurens, South Carolina 29360
Email: sammyd484@icloud.com

After the Commencement Date:

1184 Bees Ferry Road, Suite 103
Johns Island, SC 29455
Email: sammyd484@icloud.com

Tenant's Trade Name: Chillaxe Tobacco and Vapor

Project: Hunt Club Village, as further defined in Section 2.

Premises: That portion of the Project outlined in yellow and/or crosshatched on Exhibit "B" attached hereto and made a part hereof, known as 1184 Bees Ferry Road, Suite 103, Johns Island, SC and containing approximately 1,955 square feet of gross leasable area

Permitted Uses: Subject to Section 11 below, the Premises shall be used solely for the purpose of a retail establishment offering traditional tobacco, cigars, vaping products, CBD products, and hemp products, not to include "buds", that meet current State of South Carolina laws and regulations regarding the same, and for no other use or purpose whatsoever. Delta & THCA products are currently legal, therefore the tenant will be permitted to have these products as defined and permitted by any state and/or local laws regarding these products. Under no circumstances shall the Premises be used for any of the Prohibited Uses set forth on Exhibit "F".

Commencement Date: The Effective Date

Rent Commencement Date: One Hundred Twenty (120) days after the Commencement Date.

Term: Commencing on the Commencement Date and expiring exactly sixty (60) months after the Rent Commencement Date.

Options to Renew: As defined in Section 55.

Fixed Minimum Rent:

SA JA
488cd37

Rent Period	Fixed Minimum Rent	
	Monthly	Annually
1	\$ 8,145.83	\$ 97,750.00
2	\$ 8,390.21	\$ 100,682.50
3	\$ 8,641.91	\$ 103,702.98
4	\$ 8,901.17	\$ 106,814.06
5	\$ 9,168.21	\$ 110,018.49

Security Deposit: \$9,530.63 (due at Lease execution)

Prepaid Rent: \$9,530.63 (due at Lease execution)

Additional Rent: The following additional rental items are shown for the first Lease Year or partial Lease Year that precedes the first Lease Year and shall be adjusted at the end of each Lease Year or partial Lease Year:

COMMON AREA MAINTENANCE

\$ 4,887.50 per annum
\$ 407.29 per month
\$ 2.50 per square foot

TAXES

\$ 9,775.00 per annum
\$ 814.58 per month
\$ 5.00 per square foot

INSURANCE

\$ 1,955.00 per annum
\$ 162.92 per month
\$ 1.00 per square foot

Guarantor: Saddam M. Aldailam

Each reference in the Lease to any of the Basic Lease Terms shall be construed to incorporate all of the terms and conditions provided under each such Basic Lease Term.

2. **Premises.** As of the Commencement Date, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Premises. The Premises are located in an approximately 39,044 square foot mixed use medical, office and retail project known as Hunt Club Village (the "Project") which is located on the land described in Exhibit A attached hereto and incorporated herein (the "Property"). Said Premises

extend to the exterior faces of all exterior walls and to the centerline of any interior walls in the building in which the Premises is located. The square feet of gross leasable area comprising the Premises is set forth in the Basic Lease Terms, which calculation shall be conclusively presumed for purposes of this Lease. Except as otherwise provided in the preceding sentence, the exact square footage will be determined by Landlord's architect in accordance with BOMA standards.

3. **Lease Term, Rent Period and Lease Year.** The Term of this Lease shall be the period specified in the Basic Lease Terms and shall begin on the Commencement Date. The "Commencement Date" shall be the date specified in the Basic Lease Terms.

Reference is made to the form of Declaration of Rent Commencement Date (the "Declaration") attached hereto as Exhibit "G". On the Rent Commencement Date, Landlord shall complete the Declaration and deliver the completed Declaration to Tenant. To the extent accurate, within ten (10) days after Tenant receives the completed Declaration from Landlord, Tenant shall execute and return the Declaration to Landlord to confirm the Rent Commencement Date and the Term. Failure to execute the Declaration shall not affect the commencement or expiration of the Term.

The term "Rent Period" as used herein shall be a consecutive twelve-month period with the first Rent Period shall begin on the Rent Commencement Date. The term "Lease Year" as used herein shall be a calendar year and each Lease Year shall begin on January 1. The first full Lease Year of the Term shall begin on the first day of January next following the Commencement Date (unless the Commencement Date should occur on January 1) and each succeeding Lease Year shall begin on the first day of each succeeding January during the Term. Any portion of the Term which is prior to January 1 of the first Lease Year or after December 31 of the final full Lease Year shall be deemed a "partial Lease Year".

4. **Condition of Premises.** Tenant shall take the Premises "as is", with no representations or warranties by Landlord. Neither the Landlord nor its agents have made any representations with respect to the Premises, the building or the land upon which it is erected, except as expressly set forth herein or as may be agreed to, in writing, by both parties, and no rights, easements, or licenses are acquired by the Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Tenant accepts the same "as is", that all obligations imposed upon Landlord under this Lease have been fully performed and that the Premises were in good condition at the time possession was taken, except such items as may be agreed upon in writing, by both parties prior to entry. Upon the Commencement Date, Tenant shall with due diligence proceed, at its sole cost and expense, shall perform "Tenant's Work" as defined in the Work Letter attached hereto as Exhibit "C" and incorporated by reference herein ("Work Letter"). Notwithstanding the foregoing, Landlord warrants that, as of the Commencement Date, the Building, structures, and adjacently owned property, including all parking facilities, walkways, entrances, hallways and other public spaces, elevators, stairwells and other devices or pathways for ingress and egress to the leased property that might be used by customers, clients, invitees of Tenant and the general public, will conform to the requirements of the Americans with Disabilities Act and all regulations issued by the U. S. Attorney General or other agencies under the authorization of the Americans with Disabilities Act. Tenant will be responsible for maintaining compliance at its sole cost and expense throughout the Term of this Lease and any extensions thereof.

5. **Common Areas.** Tenant and its employees, agents, invitees and licensees are also granted the right, in common with others, to the non-exclusive use of such of the areas as are from time to time designated by Landlord as "Common Areas" within the Project, subject to the exclusive control and management thereof at all times by Landlord and the exclusive rights of certain tenants and/or other occupants of the Project in and to portions of such areas. These areas shall include the facilities in the Project which are designated for the general use, in common, of the occupants of the Project, and, to the extent the same are provided, the parking areas, sidewalks, roadways, loading platforms, restrooms, ramps, maintenance and mechanical areas, management offices, promotion offices, and landscaped areas. Landlord will operate and maintain or will cause to be operated and maintained the Common Areas in a manner deemed

by Landlord to be reasonable and appropriate and in the best interests of the Project. Landlord will have the right to (i) establish, modify and enforce reasonable rules and regulations with respect to the Common Areas; (ii) enter into, modify and terminate easement and other agreements pertaining to the use and maintenance of the Common Areas and any portions thereof; (iii) close any or all portions of the Common Areas to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights by any person or by the public therein; (iv) close temporarily any or all portions of the Common Areas; (v) change the number and location of buildings, building dimensions, number of floors in any of the buildings, store dimensions, Common Areas, the identity and type of other stores and tenants, provided only that the size of the Premises, reasonable access to the Premises and the parking facilities to be provided shall not be materially impaired, and (vi) do and perform such other acts in and to the Common Areas and improvements therein as, in the exercise of good business judgment, Landlord shall determine to be advisable.

6. **Rent.** Tenant agrees to pay to Landlord on or before the first day of each calendar month, in advance, during the Term, the monthly installment of fixed minimum rent as specified in the Basic Lease Terms (as may be adjusted as set forth herein) ("Fixed Minimum Rent"), starting on the Rent Commencement Date and continuing on the first day of each calendar month thereafter during the Term. If the Rent Commencement Date shall fall upon a day other than the first day of a calendar month, Tenant's first payment of Fixed Minimum Rent shall be due on the Rent Commencement Date but shall be prorated for the fractional portion of the calendar month between the Rent Commencement Date and the first day of the first full calendar month in the Term. Fixed Minimum Rent will be paid to Landlord without notice or demand and without deduction or offset, and as an independent covenant of all other covenants of this Lease. Failure of Landlord to furnish to Tenant a statement for amounts owed by Tenant within time as herein set forth shall not affect Tenant's obligation to pay when such amounts are billed.

Tenant acknowledges that Landlord does not furnish to Tenant a monthly statement for amounts owed by Tenant for Fixed Minimum Rent hereunder and the same shall not affect Tenant's obligation to pay when such amounts are due. As reflected in the Basic Lease Terms, commencing on the first day of the second Rent Period, and on the first day of each Rent Period thereafter during the Term, Fixed Minimum Rent shall be increased by an amount equal to three percent (3%) of the amount of the Fixed Minimum Rent payable by Tenant during the preceding Rent Period.

In addition to the Fixed Minimum Rent, starting on the Commencement Date and throughout on or before the first day of each calendar month, in advance, during the Term, with each monthly installment of Fixed Minimum Rent, Tenant shall pay to Landlord in equal monthly installments, without demand, set-off or deduction, the following sums, all of which shall be deemed additional rent (the "Additional Rent"):

(a) Common Area Maintenance Charge. An amount equal to Tenant's proportionate share of the Common Area Expenses as hereinafter defined.

(i) The Common Area Maintenance Charge for the first Lease Year or for any partial Lease Year which precedes the first Lease Year shall be an estimated amount which is specified as Common Area Maintenance Charge in the Basic Lease Terms. The Common Area Maintenance Charge for each succeeding Lease Year or partial Lease Year shall be reasonably estimated by Landlord at the beginning of each such year and the amount payable in such Lease Year or partial Lease Year shall be determined by multiplying such estimated Common Area Expenses by a fraction, the numerator of which shall be the number of square feet of gross leasable area of the Premises and the denominator of which shall be the total leasable space in the Project. Landlord shall provide Tenant annually with an itemized statement detailing the common area maintenance charges for the applicable year. Tenant shall have the right to review the books and records and invoices of Landlord in order to verify said charges.

(ii) If the actual Common Area Expenses in any Lease Year or partial Lease Year exceed the estimates for the applicable year, Tenant shall within thirty (30) days after receipt

of a statement from Landlord certifying the actual Common Area Expenses for the certified year and Tenant's proportionate share thereof pay to Landlord a lump sum in an amount which will effect the necessary adjustment. Landlord shall determine such amount within a reasonable period of time after the end of any Lease Year or partial Lease Year.

(iii) If the Common Area Maintenance Charge paid by Tenant in any Lease Year or partial Lease Year exceeds Tenant's share of the Common Area Expenses for that period, Landlord shall credit any excess payments made by Tenant against future installments of Common Area Maintenance Charges payable by Tenant hereunder or during the last Lease Year, Landlord will refund such excess to Tenant within a reasonable period of time following the expiration of the term of this Lease, provided Tenant is not then in default of any of its obligations under this Lease.

(iv) The term "Common Area Expenses" shall mean and include the total cost and expense paid or incurred in operating, managing, marketing and maintaining the Project and the Common Areas (including appropriate reserves), including, but not limited to, maintenance and repairs required of Landlord under Section 8 below, management and administrative fees, landscaping, parking lot repair, security, painting, lighting, insurance, removal of snow/ice, trash collection, landscaping, parking lot repair, security, painting, lighting, insurance, pest control, refuse, lights, payment for utilities, water, electricity and gas, Common Area maintenance and security personnel payroll, contributions to the cost of Christmas/winter holiday decorations for the Project, operation of maintenance equipment and supplies; services, if any furnished by Landlord for the nonexclusive use of all tenants.

(v) Notwithstanding any provision of this Lease to the contrary, Landlord and Tenant acknowledge and agree the Common Area Maintenance Charge to be reimbursed or paid by Tenant shall not include costs incurred by Landlord for (i) the costs and expenses incurred in connection with the initial construction of Landlord's Work, (ii) alterations, repairs, replacements or improvements that are considered capital improvements or replacements under generally accepted accounting principles ("Capital Expenditure Costs"); except that the amortization (together with reasonable financing charges, whether or not actually incurred) of the Capital Expenditure Costs amortized over their respective useful lives, which are incurred for the purpose of reducing operating expenses, promoting safety, or complying with governmental requirements enacted after the Effective Date, or maintaining the quality of the Project or the Premises shall be included as Common Area Maintenance Charge, as applicable.

(b) Taxes. An amount equal to Tenant's proportionate share of the Taxes as hereinafter defined.

(i) The Taxes for the first Lease Year or for any partial Lease Year which precedes the first Lease Year shall be an estimated amount which is specified as Taxes in the Basic Lease Terms. The Taxes for each succeeding Lease Year or partial Lease Year shall be reasonably estimated by Landlord at the beginning of each such year and the amount payable in such Lease Year or partial Lease Year shall be determined by multiplying such estimated Taxes by a fraction, the numerator of which shall be the number of square feet of gross leasable area in the Premises and the denominator of which shall be the total leasable area in the Project.

(ii) If the actual Taxes in any Lease Year or partial Lease Year exceed the estimates for the applicable year, Tenant shall within thirty (30) days after receipt of a statement from Landlord certifying the actual Taxes for the certified year and Tenant's proportionate share thereof pay to Landlord a lump sum in an amount which will effect the necessary adjustment.

Landlord shall determine such amount within a reasonable period of time of receipt of all the bills for Taxes for each Lease Year or partial Lease Year. If the Taxes paid by Tenant in any Lease Year or partial Lease Year exceed Tenant's share of Taxes for that period, Landlord shall credit any excess payments made by Tenant against future installments of Taxes payable by Tenant hereunder or during the last Lease Year, Landlord will refund such excess to Tenant within a reasonable period of time following the expiration of the term of this Lease, provided Tenant is not then in default of any of its obligations under this Lease.

(iii) The term "Taxes" shall mean all governmental imposes, levies, fees, taxes, assessments or charges of every kind and nature whatsoever which are levied, assessed or imposed against the Project or any portion thereof or by reason of its ownership and operation of the Project and its receipt of rent therefrom including, without limitation, ad valorem taxes, real estate taxes, any other tax on rents or real estate, water or sewer and all other governmental exactions from time to time directly or indirectly assessed or imposed upon the Project including any interest on the same that may be incurred and/or the portion of the land upon which it is situated, including all costs and fees paid or incurred by Landlord in contesting, or in negotiating with the public authorities as to the amount of such assessments, charges or taxes or the basis upon which the same shall be assessed.

(c) Insurance. An amount equal to Tenant's proportionate share of insurance costs as hereinafter defined.

(i) The insurance costs for the first Lease Year or for any partial Lease Year which precedes the first Lease Year shall be an estimated amount which is specified as insurance costs in the Basic Lease Terms. The insurance cost for each succeeding Lease Year or partial Lease Year shall be reasonably estimated by Landlord at the beginning of each such year and the amount payable in such Lease Year or partial Lease Year shall be determined by multiplying such estimated costs by a fraction, the numerator of which shall be the number of square feet of gross leasable area in the Premises and the denominator of which shall be the total leasable area in the Project.

(ii) If the actual insurance costs in any Lease Year or partial Lease Year exceed the estimates for the applicable year, Tenant shall within thirty (30) days after receipt of a statement from Landlord certifying the actual insurance costs for the certified year and Tenant's proportionate share of such insurance costs pay to Landlord a lump sum in an amount which will effect the necessary adjustment. Landlord shall determine such amount within a reasonable period of time after the end of each Lease Year or partial Lease Year. If the insurance cost paid by Tenant in any Lease Year or partial Lease Year exceed Tenant's share of insurance costs for that period, Landlord shall credit any excess payments made by Tenant against future installments of insurance costs payable by Tenant hereunder or during the last Lease Year, Landlord will refund such excess to Tenant within a reasonable period of time following the expiration of the term of this Lease, provided Tenant is not then in default of any of its obligations under this Lease.

(iii) The term "insurance costs" shall mean and include the cost to Landlord of insurance obtained by Landlord in connection with the Project, including, without limitation, any liability insurance or extended coverage; personal injury; death and property damage insurance; fire; theft or other casualty insurance; Workmen's Compensation Insurance; and fidelity bonds for personnel and insurance against liability for defamation and false arrest occurring in or about the Common Area.

(iv) Tenant further agrees to pay on demand from Landlord the full amount of any increase in premiums on insurance carried by Landlord to the extent that such increase is connected to Tenant's use of the Premises and/or the Project.

(d) Utilities and Services. From and after the delivery of the Premises to Tenant by Landlord, Tenant shall pay for all electricity, gas, heating, lighting, ventilating, air conditioning, water, sewer, garbage disposal, custodial services and other utilities and services supplied to the Premises. If any such utilities or charges are not separately metered or assessed or are only partially separately metered or assessed and are used in common with other tenants in the Project, Tenant will pay to Landlord its proportionate share of such utility charges. Landlord may install reregistering meters and collect any and all utility charges as aforesaid from Tenant, making returns to the proper public utility company or governmental unit, provided that Tenant shall not be charged more than the rates it would be charged for the same services if furnished direct to the Premises by such companies or governmental units. At the option of Landlord, any utility or related service which Landlord may at any time elect to provide to the Premises may be furnished by Landlord or any agent employed, or independent contractor selected, by Landlord, and Tenant shall accept the same therefrom to the exclusion of all other suppliers so long as the rates charged by the Landlord or by the supplier of such utility or related service are competitive. Landlord shall have the right, but not the obligation, have the Premises treated for pests as part of Landlord's pest control for the Project

(e) Other Additional Rent. In the event Tenant shall fail to comply with its covenants: (1) to use and occupy the Premises continuously and uninterruptedly throughout the Term of this Lease, (2) to be open for business at least the minimum hours set forth, (3) to refrain from conducting any auction, fire, bankruptcy, selling out or going out of business sale on or about the Premises, then in any such events, in addition to any remedy Landlord may otherwise have at law or in equity, Tenant shall pay to Landlord the sum of \$100.00 per day as Additional Rent hereunder for Tenant's breach of such covenants for so long as Tenant is in breach of such covenants. Landlord's right to receive such Additional Rent for Tenant's breach shall be in addition to its rights and remedies set forth in this Lease, and the receipt of Additional Rent by Landlord hereunder shall not constitute a waiver by Landlord of its right to exercise the rights and remedies set forth in this Lease.

All amounts owing by Tenant to Landlord under or arising from this Lease, including, without limitation, the Fixed Monthly Rent and Additional Rent, shall be deemed and are hereafter referred to occasionally as "rent" or "Rent". Should Tenant fail to pay any such Rent or other monetary obligations when due, then, beginning five (5) days after the due date, (a) interest shall accrue on the outstanding amount at the rate of twelve percent (12%) per annum (the "Default Rate"), but not greater than the maximum rate permitted by law; and (b) Tenant shall owe a late charge equal to five (5%) percent of the amount owing to cover Landlord's extra expense involved in collecting such delinquent sums. Additionally, any check returned by a financial institution on behalf of the Tenant for insufficient funds will cause an NSF fee of \$50.00 to be charged to Tenant.

On the Effective Date, Tenant shall pay to Landlord the sum of \$9,530.63 (the "Prepaid Rent") as prepaid Fixed Minimum Rent for the first month of the first Rent Period. If Tenant is not in default under this Lease, then Landlord shall credit the Prepaid Rent to the first monthly installment of Fixed Minimum Rent and Additional Rent beginning on the Rent Commencement Date. If Tenant is in default under this Lease, then Landlord may apply the Prepaid Rent to any damages or losses suffered by Landlord as a result of such default, and Tenant shall be responsible for paying the full amount of Fixed Minimum Rent and Additional Rent beginning on the Rent Commencement Date in addition to any damages or losses suffered by Landlord as a result of Tenant's default.

7. Tenant's Additional Taxes. During the entire term of this Lease, Tenant shall pay promptly when due all taxes imposed upon Tenant's business and upon all personal property and improvements of Tenant used in connection therewith.

8. Repairs. During the entire term of this Lease, except for maintenance, repairs and replacements specifically required to be made by Landlord under the terms of this Lease, during the Term of this Lease, Tenant, at Tenant's sole cost and expense, shall promptly make all repairs, perform all maintenance and

repairs, and make all replacements in and to the Premises that are necessary or desirable to keep the Premises in first class condition and repair, in safe and tenantable condition, and otherwise in accordance with the requirements of this Lease. Tenant shall maintain all fixtures, furnishings and equipment located in, or exclusively serving, the Premises in clean, safe and sanitary condition, shall take good care thereof and make all required repairs and replacements thereto. Tenant shall suffer no waste or injury to any part of the Premises, and shall, at the expiration or earlier termination of the Term, surrender the Premises in an order and condition equal to or better than their order and condition on the Commencement Date, ordinary wear and tear excepted. Without limiting the generality of the foregoing, Tenant, at Tenant's sole cost and expense, shall promptly make all repairs to (a) any pipes, lines, ducts, wires or conduits contained within the Premises, (b) Tenant's signs, (c) any heating, air conditioning, electrical, ventilating or plumbing equipment installed in or serving the Premises, (d) all glass, window panes and doors, (e) the sprinkler system within the Premises and (f) any other mechanical systems serving the Premises. Tenant shall be responsible, at Tenant's sole expense, for providing all janitorial and cleaning services to the Premises. All such services shall be provided in accordance with cleaning standards customarily maintained for similar first class properties.

Other than Tenant Necessitated Repairs (as defined below) Landlord will make necessary repairs and replacements (as determined by Landlord in its reasonable discretion), after receiving written notice from the Tenant of the need for such repairs, to the roof (including membrane), exterior walls, foundation, and other structural components of the Premises, and any utilities within the Premises that are not for the exclusive use of Tenant. Landlord or his agents shall have the right to enter said Premises at reasonable hours, to examine the same, make repairs, additions or alterations as may be deemed necessary for the safety, comfort and preservation of said building and to enter upon said Premises at any time to improve Landlord's adjoining property, if any.

Landlord shall make available to Tenant for Tenant's use the heating, ventilation, and air conditioning ("HVAC") system serving the Premises in good working order and condition. Tenant, at Tenant's own risk and expense, may use the HVAC system and shall maintain, as necessary, the HVAC system in good working order and condition. Tenant shall have the benefit of Landlord's warranties related to the HVAC system, if applicable. Tenant agrees to keep in force during the term of this Lease a standard maintenance agreement on the HVAC equipment (the "HVAC Maintenance Agreement") and to provide a copy of such HVAC Maintenance Agreement to Landlord. The HVAC Maintenance Agreement shall require at least semiannual inspections of HVAC equipment, and Tenant will furnish Landlord with semiannual certifications by the inspection company that HVAC equipment is in good repair. Any repairs or replacement required to be made to such equipment shall be done or made only by such persons or corporations as have been approved in advance by Landlord.

Notwithstanding the foregoing or any other provision of the Lease to the contrary, Tenant, at its cost and expense, shall promptly make any and all repairs to the Premises and the building (including any appliance, equipment or systems serving the Premises or the building) caused by the following (collectively, "Tenant Necessitated Repairs"): (a) the negligent or intentional acts of Tenant or its agents, employees, or contractors, (b) any alterations made to the Premises made by Tenant, (c) Tenant's failure to maintain, repair or replace any portion of the Premises required to be maintained, repaired or replaced by Tenant under the Lease or (d) Tenant's misuse of the Premises or any appliance, equipment or system, including, but not limited to, toilets and the HVAC Systems.

9. **Alterations.** Tenant shall effect no structural or exterior alteration to the Premises without the prior written consent of Landlord and any alteration or improvement made within the Premises which results in any damage to the floor, ceiling or walls of the Premises shall be repaired by Tenant and in any event at the termination of the Lease. Except as otherwise provided, all alterations, improvements and additions to the Premises shall remain thereon at the termination of the Lease and shall become the property of Landlord unless Landlord shall notify Tenant to remove same, in which latter event Tenant shall comply to the end that the Premises shall be restored to the same condition in which they were found prior to the commencement of work resulting in the alterations, improvements and additions.

10. **Furniture and Fixtures.** Tenant may install furniture and fixtures within the Premises at Tenant's sole expense and the same shall remain Tenant's property if Tenant removes such furniture and fixtures prior to the expiration of the Lease. If the removal or installation of such furniture and fixtures results in any damage to the Premises, Tenant shall repair same to the end that the Premises shall be restored to the condition in which they were found immediately prior to the installation, normal wear and tear excepted.

11. **Use.**

(a) **Permitted Use.** Subject to Section 11(b) below, Tenant shall use the Premises solely for the Permitted Uses (as defined in the Basic Lease Terms) and for no other use or purpose. Tenant, at its sole cost and expense, shall comply with all city, county, state, and federal laws, codes, and regulations in the build-out and operation of the Premises as a tobacco and vape shop that sells only tobacco and vape products. If permitted under all applicable governmental laws, regulations and ordinances, Landlord shall permit Tenant to operate 24 hours per day, 7 days per week, 365 days per year or other hours, provided that Tenant shall be responsible for any increased additional cost to provide lighting during such hours if not required by other tenants in the Project. Tenant shall to the extent required by applicable laws be responsible, at its sole cost and expense, (i) to obtain any and all zoning and land use permits, special exceptions, variances, consents, authorizations and approvals for the use of the Premises for the Permitted Use, and (ii) any and all federal, state and municipal licensing, registrations or approvals, and permits, licenses and approvals for Tenant's Work.

(b) **Prohibited Uses.** Notwithstanding any term or provision herein to the contrary, in no event shall the Premises and/or any improvements located thereon be used for any use or purpose set forth on Exhibit "F" attached hereto and incorporated herein by reference. In addition, any use that could be considered a "head shop" is prohibited, specifically including the sale of marijuana or cannabis whether permitted by law or not. Any use that is prohibited by city, county, state, or federal law shall be prohibited. Prohibited uses also include the sale of any THC products. "THC products" includes (but is not limited to) any oils, capsules, topical creams, transdermal patches, tablets, edibles, drinks and tinctures containing THC, even if physician approved to patients, and for no other purpose.

(c) **Radius Restriction.** During the Term, neither Chillaxe Tobacco and Vapor 3, LLC any subsequent Tenant nor any individual, firm, partnership, association, corporation, limited liability company or any other legal entity ("Person") controlled by Chillaxe Tobacco and Vapor 3, LLC or any subsequent Tenant or controlling Chillaxe Tobacco and Vapor 3, LLC or any subsequent Tenant, or controlled by the same Person who controls Chillaxe Tobacco and Vapor 3, LLC or any subsequent Tenant, shall own, operate or maintain, or have any significant interest, directly or indirectly, in the same or any similar business as that being operated at the Premises, within a radius of 3 miles from the outside boundary of the Project.

(d) **Parking Allocation.** Tenant acknowledges and agrees that based on the Charleston County zoning ordinance, the required parking allocation for the Premises is as follows:

1. Indoor Patron Area: One (1) parking space per 75 square feet of indoor patron area;
2. Employees: One (1) parking space per employee.

Approximately ____ (____%) or ____ square feet of the Premises will be patron/public seating area. Tenant will have an average of ____ (____) employees per shift. Therefore, the total allocated number of parking spaces for Tenant is ____ spaces.

(e) **Zoning Contingency.** Should the Permitted Use become prohibited by local, state or federal law and Tenant is no longer able to conduct business because of this change in law,

Tenant will have the right to terminate the Lease with no penalty, so long as (i) sufficient written notice of termination is expressly provided by the Tenant to Landlord at least sixty (60) days prior to intent to terminate the Lease, (ii) no Rents are currently owed, (iii) there is no damage to the Premises, and (iv) Tenant is not in default of any terms of this Lease.

12. **Covenants.** Tenant covenants with and for the benefit of Landlord:

(a) To comply with all requirements of any and all local, state or federal laws, rules, regulations and orders applicable to Tenant, Tenant's business or the Premises applicable to Tenant or its use of the Premises and follow any and all guidelines and recommendations from the local, state or federal agencies with respect to any pandemic or epidemic, including, without limitation Centers of Disease Control and Prevention guidelines with respect to the COVID-19 Outbreak, and indemnify, defend and hold harmless Landlord (and Landlord's principals, partners, agents, trustees, beneficiaries, officers, employees and affiliates) from and against any claims, demands, losses, damages, injuries, liabilities, expenses, judgments, liens, encumbrances, orders and awards, together with attorneys' fees and litigation expenses arising out of or related to failure to do so;

(b) To give to Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises and the Common Area;

(c) To load and unload goods only at such times, in such areas and through such entrances as may be designated for such purposes by Landlord and to prohibit all trucks and trailers which have moved upon The Project property on account of Tenant's conduct of business from remaining overnight in any portion of the Project;

(d) To remove and dispose of all garbage and refuse from the Premises in receptacles within the Project. No dumpsters or garbage receptacles supplied by Tenant shall contain open tops. Tenant shall not store any materials in the Common Areas whatsoever.

(e) To keep the Premises sufficiently heated to prevent freezing of water in pipes and fixtures;

(f) To keep the outside areas immediately adjoining the Premises clean and free from ice and snow, and not to burn, place or permit any rubbish, obstructions or merchandise in such areas;

(g) To keep the Premises clean, orderly, sanitary and free from objectionable odors and from insects, vermin and other pests;

(h) To park Tenant's vehicles and to require Tenant's directors, officers, employees, agents, contractors, sub-tenants, licensees and concessionaires to park their vehicles only in those portions of the parking area or at such other places as are designated for that purpose by Landlord. Tenant agrees to pay to Landlord a daily rate to be established by Landlord (not to exceed \$10.00 per vehicle per day) for any such vehicle parked in any part of the Project other than the designated area and from time to time upon written notice from Landlord, to promptly furnish Landlord with the State automobile license numbers assigned to the hereinabove designated vehicles;

(i) To keep its display windows, including window and shadow boxes in the Premises, dressed and illuminated and its exterior and interior signs and lights continuously well lighted every day of operation of the term of this Lease or as Landlord may reasonably require;

(j) To use and occupy the Premises continuously and uninterruptedly from and after its initial opening for business (which shall occur not later than the Rent Commencement Date, subject to

delays in opening for business caused by force majeure matters) and throughout the term of this Lease and to be open for business during such reasonable business hours as Landlord may prescribe from time to time, but at least from 10:00 a.m. to 5:00 p.m. five days per week (Monday through Friday), except when prevented from so doing by casualty, strike, Act of God or other causes beyond Tenant's control, subject to the agreement that Tenant shall be required to remain open only on such days and during such hours as are the majority of the remaining Tenants in the Project;

(k) To conduct its business in the Premises under Tenant's Trade Name and in all respects in a diligent and dignified manner, to refrain from using any sales promotion device or practice that would tend to mislead or deceive the public or, directly or indirectly detract from or impair the reputation or dignity of the Project, to refrain from installing or permitting the installation of video or other electronic games and keep the Premises in first class condition in accordance with the highest standards of operation of similar businesses, maintaining at all times during the term of this Lease a full staff of well trained and high grade personnel and a full and complete stock of seasonable merchandise so as to attain the highest possible sales volume;

(l) To comply with any and all reasonable rules and regulations of Landlord in connection with the Premises, the building of which the Premises are a part or the Project attached hereto as Exhibit "E" which are in effect at the time of the execution of this Lease as set forth in this Lease or which may be from time to time promulgated by Landlord in its sole discretion.

(m) To install such fire extinguishers and other safety equipment as Landlord may require and to comply with the recommendations of Landlord's insurance carriers and their rate making bodies;

(n) To pay promptly to Landlord all Rent and all other charges due to Landlord pursuant to the terms of this Lease before the same shall become delinquent;

(o) To keep the Premises, including the store front, in good condition and repair and to deliver the Premises to Landlord at the end of the term of this Lease in as good condition as they were when received by Tenant, excepting only normal wear and tear and repairs required to be made by Landlord;

(p) To operate a business in the Premises only for the Permitted Uses;

(q) To contract for termite and pest extermination services for the Premises which shall be rendered no less frequently than semi-annually and to deliver to Landlord a certificate evidencing such services;

(r) To participate in any reasonable window cleaning program that may be established by Landlord for stores in the Project.

(s) Tenant's heating or air conditioning facilities shall be operated during all hours that Tenant is open for business, including but not limited to the minimum hours hereinafter referred to, and at such times as Tenant is using the Premises for inventory or other non-business purposes;

(t) To refrain from doing each and every one of the following:

(i) Using the Premises in any manner which, in Landlord's opinion, is or may be harmful to the buildings or disturbing to other tenants in the Project;

(ii) Pasting or otherwise affixing any merchandise or any advertising material closer than twelve inches (12") to the interior side of any such display window or door;

(iii) Placing any machines, equipment or materials of any kind outside of the confines of the Premises;

(iv) Permitting, allowing or causing to be used in or about the Premises or other portions of the Project any phonographs, radios, public address systems, sound production or reproduction devices, mechanical or moving display devices, motion picture or television devices, excessively bright lights, changing, flashing, flickering or moving lights or lighting devices or any similar advertising media or devices, the effect of which shall be visible or audible from the exterior of the Premises;

(v) Causing or permitting any noxious, disturbing or offensive odors, fumes or gases, or any smoke, dust, steam or vapors, or any loud or disturbing noise or vibrations to originate in or be emitted from the Premises;

(vi) Permitting any act to be performed or any practice to be adopted or followed in or about the Premises which, in Landlord's opinion, may detract from or impair the reputation of the Project;

(vii) Causing or suffering to be done, any act, matter or thing objectionable to insurance companies whereby any hazard insurance or any other insurance now in force or hereafter to be placed on the Project or on any part thereof may become void or be suspended, or whereby the insurance premiums payable by Landlord, or by any tenant of Landlord, may be increased;

(viii) Conducting any auction, fire, bankruptcy, selling out or going out of business sale on or about the Premises;

(ix) Attaching any awning, antenna or other projection to the roof or the outside walls of the Premises or the building of which the Premises are a part;

(x) Committing or suffering to be committed by any person any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Project, or which may disturb the quiet enjoyment of any person within five hundred feet of the boundaries of the Project;

(xi) Soliciting business for itself, or permitting its licensees, concessionaires or subtenants to solicit business in the parking or other Common Areas and distributing handbills or other advertising matter in or on automobiles parked in a parking area or in other Common Areas; or

(xii) Vacating or abandoning the Premises or allowing the same to appear to be vacated or abandoned.

13. **Hazardous Waste.**

(a) In General. Tenant shall not use, generate, manufacture, produce, store, transport, treat, dispose of or permit the escape or release on, under, about or from the Premises, or any part thereof, of any Hazardous Materials. As used herein, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is defined as a hazardous substance, hazardous material or waste, or toxic substance under any Hazardous Materials Law, (b) is regulated, controlled or governed by any Hazardous Materials Law or other applicable law, (c) is petroleum or a petroleum product, or (d) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials). As used herein, "Hazardous Materials Law" means

any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, or soil and ground water and vapor conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing. If Tenant's Permitted Use requires the use and/or storage of any Hazardous Materials on, under or about the Premises, Tenant shall provide written notice to Landlord, prior to final execution of this Lease, of the identity of such materials and Tenant's proposed plan for the use, storage and disposal thereof; such use, storage and disposal shall be subject to Landlord's approval, in Landlord's sole and absolute discretion. If Landlord approves such proposed use, storage and disposal of specific Hazardous Materials, Tenant may use and store upon the Premises only such specifically approved materials and shall comply with any conditions to such approval as Landlord may impose in its sole and absolute discretion. Landlord's permission hereunder may be withdrawn or modified at any time in Landlord's sole and absolute discretion. Tenant shall fully and promptly comply with all Hazardous Materials Laws at all times during the Lease Term, and at the expiration or earlier termination of the Lease Term, Tenant shall remove and dispose of all Hazardous Materials affecting the Premises resulting from the use or occupancy thereof by Tenant or its agents, employees, suppliers, contractors, subtenants, successors and assigns. Notwithstanding the foregoing, Landlord consents to Tenant's above-ground use, storage, transport and off-site disposal of products containing small quantities of Hazardous Materials (e.g., cleaning solutions and materials), provided Tenant shall handle, use, store, transport and dispose of such Hazardous Materials in a safe and lawful manner and in accordance with all applicable manufacturer's recommendations and shall not allow such Hazardous Materials to contaminate the Premises.

(b) Indemnity. Tenant shall indemnify, protect, defend and hold Landlord (and its partners, joint venturers, shareholders, affiliates and property managers, and their respective officers, directors, employees and agents) and Landlord's mortgagee(s) harmless from and against any claim, demand, investigation, proceeding, action, suit, judgment, award, fine, lien, loss, damage, expense, charge or cost of any kind or character and liability (including reasonable attorneys' fees and court costs) arising out of, in connection with, or directly or indirectly arising out of the use, generation, manufacture, production, storage, treatment, release, disposal or transportation of Hazardous Materials by Tenant, or any successor, assignee or sublessee of Tenant, or their respective agents, contractors, employees, licensees, or invitees, on, under, about or from the Premises, including, but not limited to, all foreseeable and unforeseeable costs, expenses and liabilities related to any testing, repair, cleanup, removal costs, detoxification or decontamination and the preparation and implementation of any closure, remedial action, site assessment costs or other required plans in connection therewith deemed required, necessary or advisable by Landlord or any governmental authority, and any foreseeable or unforeseeable consequential damages. Any defense of Landlord pursuant to the foregoing indemnity shall be by counsel reasonably acceptable to Landlord. Neither the consent by Landlord to the use, generation, storage, release, disposal or transportation of Hazardous Materials nor Tenant's strict compliance with all Hazardous Materials Laws shall excuse Tenant from Tenant's indemnification obligations hereunder. The foregoing indemnity shall be in addition to and not a limitation of the other indemnification provisions of this Lease. Tenant's obligations under this Section shall survive the termination or expiration of this Lease.

(c) Reporting. Tenant shall notify Landlord in writing immediately after any of the following: (i) Tenant has knowledge, or has reasonable cause to believe, that any Hazardous Materials have been released, discharged or located on, under or about the Premises, whether or not the same is in quantities that would otherwise be reportable to a public agency, (ii) Tenant receives any warning, notice of inspection, notice of violation or alleged violation, or Tenant receives

notice or knowledge of any proceeding, investigation, order or enforcement action, under any Hazardous Materials Law concerning the Premises, or (iii) Tenant becomes aware of any claims made or threatened by any third party concerning the Premises respecting Hazardous Materials.

14. **Tenant's Signs and Advertising.** Tenant, at its sole cost and expense, shall furnish and install, prior to the opening of its business, and maintain at an appropriate location on the exterior of the Premises, an identification sign of such design, content, form and material as it may select for the purpose of designating its business. Such sign shall be in accordance with Landlord's Sign Criteria, attached hereto as Exhibit "D" and approved by Landlord in writing prior to installation and shall comply with all applicable governmental laws, regulations and ordinances. Tenant shall not install any temporary sign(s) upon or about the interior or exterior of the Premises at any time prior to or after the opening of its business without the prior written consent of Landlord. Violation of this provision shall constitute a default under this Lease, and furthermore shall obligate Tenant to pay daily to Landlord ONE HUNDRED DOLLARS (\$100.00) for each day any temporary sign not prior approved in writing by Landlord remains installed in, upon or about the interior or exterior of the Premises. NO BOX SIGNS WILL BE ALLOWED ON ANY FAÇADE WALLS OR ANY OTHER PORTION OF THE BUILDING. SIGNS THAT MAY BE APPROVED BY THE LANDLORD WILL BE DESIGNED AS CHANNEL LETTER SIGNS WITH BACK LIGHTING. Tenant shall have the right to space on any pylon or roadside signage made available for the Project. Tenant, at its sole cost and expense, shall furnish and install its signage on the space assigned to Tenant by Landlord.

Tenant agrees to refer to the name and address of the Project in designating the location of the Premises in all newspaper and other advertising, other printed material and all other references to location of the Premises; to include the address and identity of its business activity in the Premises in all of its advertising in which the address and identity of any other business activity of like character conducted by Tenant within the area serviced by the Project shall be mentioned and to use the Tenant's trade name as set forth in this Lease in all such advertising.

15. **Landlord's Privileges.** In addition to the other rights and privileges of Landlord herein or by law granted, Landlord shall have the following rights and privileges:

- (a) To go upon and inspect the Premises at any reasonable time with at least twenty-four (24) hours' notice, given either by telephone, text or email (except in the event of an emergency in which case no prior notice shall be required) and at Landlord's option make repairs, alterations and additions thereto or to other portions of the Project, which right, in the event of an emergency, shall include the right of Landlord to forcibly enter said Premises without rendering Landlord or Landlord's agents or employees liable therefor;
- (b) To install, maintain, use and repair pipes, ducts, conduits, vents and wires leading in, through, over or under the Premises;
- (c) To display "For Rent" signs within the Premises at prominent locations at any time within the last six (6) months of the term of this Lease;
- (d) To install, place upon or affix to the roof and exterior walls of the Premises such signs, displays, antennae and other objects or structures as Landlord shall deem necessary or appropriate for the promotion, operation, expansion, maintenance or repair of the Project; and
- (e) To make alterations on or additions to the building in which the Premises are located, to build additional stories thereon, and to build adjacent to or adjoining the Premises. Landlord reserves the right to construct and improve other buildings and add to any existing building or improvement in the Project, and to permit others to do so. Said alterations or additions may temporarily restrict or diminish the free flow of traffic in the Project or temporarily create noise or other annoyances which, absent this provision, could be construed to interfere with Tenant's

enjoyment of the Premises and to the enjoyment of an access to the Premises by Tenant's subtenants, employees and invitees. The exercise by Landlord of any of its rights, whether herein enumerated or otherwise, shall never be deemed to be an eviction of Tenant (or of Tenant's subtenant) nor a disturbance of the use and possession of said Premises by Tenant, Tenant's subtenants, employees and customers.

(f) To make such changes, modifications, and revisions to the site plan for the Project as the Landlord may deem appropriate (in which case Landlord shall be entitled to amend Exhibit A hereto accordingly to reflect such changes), provided that the size of the Premises, reasonable access to the Premises and the parking facilities to be provided for the benefit of the Premises shall not be materially impaired.

16. **Damages to Premises.**

(a) If the Premises are damaged or destroyed by fire, storm, Act of God, war, riot, unavoidable accident, public enemy or other casualty to an extent greater than twenty percent (20%) of the replacement cost thereof, Landlord reserves the right of either terminating this Lease or restoring the Premises to the condition in which they were on the that possession of the Premises was first delivered to Tenant. If Landlord should elect to reconstruct the Premises, Tenant is to be advised in writing by Landlord within a period of forty-five (45) days after said damage or destruction that Landlord will speedily and as soon as practicable repair and restore the Premises to the condition above set forth. If the Premises, or any part thereof, should be damaged by fire, storm, war, riot, Act of God, unavoidable accident, public enemy or other casualty to an extent that is less than twenty percent (20%) of the replacement cost, Landlord shall, to the extent that the same is covered by insurance, repair such damage. If by reason of any such event, the Premises shall be rendered untenable in part, Landlord shall speedily and as soon as practicable after such destruction repair and restore the Premises to the condition in which they were prior to such damage or destruction, during the time required for repairing or restoring. Notwithstanding the foregoing, if the Premises are damaged or destroyed by a casualty not covered by Landlord's insurance, or if such damage to the Premises is suffered during the last two years of the then current term of this Lease and the damage is sufficiently extensive to result in the entire suspension of Tenant's business, however temporary, or if the proceeds of any insurance are not made available by the Lender to the Landlord, then Landlord at its option may elect not to repair the Premises and upon so notifying Tenant in writing this Lease shall terminate as of the date on which the damage occurred. In no event shall Landlord have any obligation to repaired or restore any damage to any alterations, installations or improvements to the Premises made by Tenant, including, without limitation, Tenant's Work.

(b) Promptly upon completion of any restoration or repairs by Landlord, or if the casualty does not result in damage or destruction the restoration and repair of which are the responsibility of Landlord under Section 16(a) above (a "Landlord Restoration"), Tenant shall promptly commence and diligently prosecute the restoration of the Premises to the condition in which they were prior to the damage or destruction.

(c) During the time required for Landlord to complete a Landlord Restoration, to the extent that the same are rendered untenable (which shall be a mutual and reasonable determination made by both Landlord and Tenant), the Fixed Minimum Rent shall abate on a per diem basis in proportion to that portion of the Premises rendered untenable shall be reduced in like manner until the date that Landlord completes the Landlord Restoration. In the event that the casualty does not result in damage or destruction the restoration and repair of which are the responsibility of Landlord under Section 16(a) above, Tenant shall not be entitled to any rent abatement.

17. **Eminent Domain.** If more than twenty percent (20%) of the floor area of the Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of

eminent domain or by private purchase in lieu thereof, then either party hereto shall have the right to terminate this Lease effective on the date physical possession is taken by the condemning authority. If less than twenty percent (20%) of the floor area of the Premises is taken for any public or quasi-public use in said manner, this Lease shall not terminate. However, in the event any portion of the Premises is taken and the Lease not terminated, the Fixed Minimum Rent specified herein shall be reduced during the unexpired term of this Lease in proportion to the area of the Premises so taken. Any such reduction shall be effective on the date physical possession is taken by the condemning authority. If any portion of the Common Area of the Project is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall continue in full force and effect, without reduction in rentals or other changes in the terms of this Lease unless the area so taken shall exceed twenty-five percent (25%) of the total number of square feet in the Common Area of the Project, in which event either party may terminate this Lease. Any election to terminate this Lease following condemnation shall be evidenced by written notice of termination delivered to the other party not later than fifteen (15) days after the date on which physical possession is taken by the condemning authority and shall be deemed effective as of the date of said taking. If, however, the Lease is not terminated following a partial condemnation, Landlord shall promptly make all necessary repairs or alterations to the Project which are required by the taking. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) whether for the whole or a part of the Premises, shall be the property of the Landlord, whether such award is compensation for damages to Landlord's or Tenant's interest in the Premises, and Tenant hereby assigns all of its interest in any such award to Landlord; provided, Landlord shall have no interest in any award made to Tenant for loss of business or for the taking of Tenant's fixtures and other property within the Premises if a separate award for such items is made to Tenant.

18. **Default.** Each of the following shall be deemed an "Event of Default" by Tenant and a material breach of this Lease:

- (a) If Tenant shall fail to pay any Rent, or any part thereof, as and when the same shall become due and payable, and such failure shall continue for a period of five (5) days;
- (b) If Tenant shall desert or abandon the Premises or fail to operate its business therein, and such desertion, abandonment or failure to operate shall continue for a period of fifteen (15) days after written notice by Landlord;
- (c) If Tenant shall default under the terms of any leasehold financing;
- (d) If Tenant shall fail to keep or perform or abide by any other requirement, term, condition, covenant or agreement of this Lease or of the rules and regulations now in effect or hereafter adopted or of any notice given Tenant by Landlord pursuant to the terms of this Lease and such default shall continue for a period of ten (10) days after notice to Tenant of such default;
- (e) The sale of Tenant's interest in the Premises under attachment, execution or similar legal process, or if Tenant is adjudicated as bankrupt or insolvent under any state bankruptcy or insolvency law or an order for relief is entered against Tenant under the U.S. Bankruptcy Code, 11 U.S.C. Sections 101 *et seq.* (the "Bankruptcy Code"), and such adjudication or order is not vacated within ten (10) days;
- (f) The commencement of a case under any chapter of the Bankruptcy Code by or against Tenant or any Guarantor of Tenant's obligations hereunder, or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant or any Guarantor as bankrupt or insolvent, or the reorganization of Tenant or any Guarantor, or an arrangement by Tenant or any Guarantor with its creditors, unless the petition is filed or case commenced by a party other than Tenant or Guarantor and is withdrawn or dismissed within thirty (30) days after the date of its filing;
- (g) The admission in writing by Tenant or any Guarantor of its inability to pay its debts when

due;

(h) The appointment of a receiver or trustee for the business or property of Tenant or any Guarantor, unless such appointment shall be vacated within ten (10) days of its entry;

(i) The making by Tenant or any Guarantor of an assignment for the benefit of its creditors, or if in any other manner Tenant's interest in this Lease shall pass to another by operation of law;

(j) Tenant is given three (3) notices under subsection (a), (b) or (d) hereof in any 24-month period, notwithstanding any subsequent cure of the failure to perform or observe the terms or conditions of the Leases as identified in the notices; or

(k) The occurrence of any other event described as constituting an Event of Default elsewhere in this Lease, or the breach of any other term or provision of this Lease.

19. **Remedies.**

(a) Upon the occurrence of an Event of Default and the failure to cure same as hereinabove provided, the Landlord shall have all rights and remedies allowed at law, in equity, by statute, including, but not limited to the right of summary ejectment and otherwise, and in addition, without notice or demand, Landlord may:

(i) Terminate the Lease, in which case Tenant shall peaceably quit and surrender the Premises to Landlord.

(ii) With or without terminating the Lease, and with or without legal process, by summary proceedings, ejectment or otherwise, terminate Tenant's right to possession of the Premises, and re-enter and retake possession of the Premises; provided, however, even though Landlord may have reentered the Premises without terminating this Lease, Landlord may elect thereafter to terminate this Lease. Tenant's liability under the Lease shall survive Landlord's re-entry and repossession of the Premises, the institution of summary proceedings, and the issuance of any warrants with respect thereto. Landlord may relet the Premises on such terms and conditions (which may include concessions or free rent or alterations of the Premises) as Landlord, in its sole discretion, may determine. If the full rental reserved under this Lease and any of the costs, expenses or damages described below shall not be realized by Landlord, Tenant shall be liable for all damages sustained by Landlord, including any Rent deficiency. For purposes of the deficiency in Rent that would have been due under this Lease during any period following Landlord's election to accelerate Rent, deficiency means the excess of the future rent that would have been payable under this Lease over the rental value of the Premises for the balance of the Term. If, at the time that damages are to be determined under this section Landlord has relet the Premises in whole or in part, then the deficiency in Rent means the excess of the future rent that would have been payable under this Lease over the future rent called for in the re-lease during the remainder of the Term. Tenant also shall be liable for all of the Landlord's costs associated with Tenant's default and any attempts by Landlord to relet the Premises, including Landlord's reasonable attorney's fees, brokerage fees, construction costs, tenant allowances, and expenses incurred in taking the actions set forth in this section in order to place the Premises in first class condition and to re-let the Premises, all of which shall constitute additional Rent. Landlord, in preparing the Premises for reletting, may make alterations, repairs or replacements in the Premises as Landlord determines advisable, and the making of the alterations, repairs or replacements shall not operate to release Tenant from liability under this Lease. Landlord shall not be liable for failure to relet the Premises or, in the event that the Premises are relet, for failure to collect the rent under reletting. Tenant shall not be entitled to receive the excess or

any credit with respect to the excess, if any, of net rent collected over the sums payable by Tenant to Landlord.

(iii) Accelerate all Rent owing under the Lease for the remainder of the Term and immediately collect the same from Tenant or Guarantor, together with all other charges due or thereafter accruing and such other damages as are caused by Tenant's default. In this regard, Tenant shall remain liable to Landlord for the total rental due hereunder (which may at Landlord's election be accelerated to be due and payable in full as of any default and recoverable as damages in a lump sum) as would have been payable by Tenant for the remainder of the term less the rentals actually received from any reletting or, at Landlord's election, less the reasonable rental value of the Premises for the remainder of the Term. Termination of Tenant's right to possession shall not relieve Tenant of its liability hereunder and the obligations created hereby shall survive any such termination.

(iv) Perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice, the cost of which performance by Landlord, together with interest thereon at the Default Rate from the date of such expenditure, shall be deemed additional rent and shall be payable by Tenant to Landlord upon demand. Notwithstanding the provisions of this subsection and regardless of whether an Event of Default shall have occurred, Landlord may exercise the remedy described in this subsection without any notice to Tenant if Landlord, in its good faith judgment, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of Tenant constitutes an emergency.

(b) Tenant shall be liable to Landlord for all costs Landlord shall incur in repossessing or reletting the Premises or collecting sums due to Landlord, including court costs and reasonable attorneys' fees. Tenant shall have no recourse against Landlord should Landlord exercise said rights in accordance with this Section.

(c) Any loss of rent and other damages sustained by Landlord may be recovered by Landlord: (i) either before or after any reletting; (ii) in one or more separate actions, from time to time in Landlord's discretion, as loss of rents or damages shall accrue; or (iii) in a single proceeding deferred until the expiration of the Term, in which event Tenant hereby agrees that the cause of action shall not be considered to have accrued until the original date of expiration of the Term. Nothing in this Lease shall be construed to require Landlord to wait until this Lease or the Term would have expired had there been no default by Tenant or no cancellation or termination. Any suit or action brought to collect any rent or damages for any portion of the Term shall not in any manner prejudice the right of Landlord to collect any rent or damages for any subsequent period by a similar proceeding. All amounts due under this section, including all attorneys' fees and other Landlord expenses, shall be considered rent and may be recovered by Landlord in the same manner as rent. Landlord shall be entitled to any deficiency in rent upon demand.

(d) Upon Landlord's reentry and repossession of the Premises, Landlord may (i) remove all property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby; or (ii) sell all or any part of such property at public or private sale, whether or not such personal property is exempt from sale under execution or attachment. Tenant agrees that five (5) days' prior notice of any public or private sale shall constitute reasonable notice. The proceeds of any such sale shall be applied, first, to the payment of all costs and expenses of conducting the sale or caring for or storing such property, including all attorneys' fees; second, toward the payment of any indebtedness, including (without limitation) indebtedness for Rent, which may be or may

become due from Tenant to Landlord; and third, to pay the Tenant, on demand, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid.

20. **Landlord's Performance For Account of Tenant.** If Tenant shall continue in default in the performance of any of the covenants or agreements herein contained after the expiration of the time limit hereinabove set forth for the curing of said default(s), then Landlord may cure said default(s) on behalf of Tenant. Any amount paid or expense or liability incurred by Landlord in the performance of any such matter for the account of Tenant shall be deemed to be Additional Rent. Nothing contained herein shall be construed to prevent Landlord from immediately collecting from Tenant by suit or otherwise, any such sums with interest at the Default Rate.

21. **Insurance.**

(a) Tenant shall procure and continue in force from and after the date Landlord shall deliver possession of the Premises to Tenant and throughout the term of this Lease: (a) comprehensive general liability insurance with a limit of not less than \$2,000,000.00 combined single limit per occurrence for bodily injury or property damage or commercial general liability insurance with a limit of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate per location endorsement for bodily injury and property damage, including, in both instances, personal and advertising injury coverages with a limit of not less than \$2,000,000.00 per occurrence and liquor liability coverage (also known as "dramshop insurance") if alcoholic beverages are sold and/or consumed on the Premises; (b) all risk or special form property coverage, including sprinkler leakage legal liability coverage, flood and/or earthquake coverage as deemed necessary by Landlord, in an amount adequate to cover full replacement of all leasehold or building improvements in the Premises which were originally constructed or provided by or on behalf of Tenant, as well as the cost of replacement of all fixtures, equipment, decorations, contents and personal property therein; with a reasonable deductible as determined by Landlord including no coinsurance clause or an agreed value provision; (c) exterior sign insurance & plate glass insurance covering all plate glass in the Premises; and (d) if there is boiler or air-conditioning equipment serving the Premises (whether installed in, adjoining, above or beneath the same), broad form boiler & machinery insurance in an amount adequate to cover full replacement value of all improvements and betterments but in no event less than \$100,000.00; (e) if Tenant provides delivery services, Tenant shall also provide Landlord evidence of automobile liability coverage with a limit of not less than \$2,000,000.00 and evidence of worker's compensation coverage in accordance with state law requirements. Landlord shall have the right to periodically raise required coverage limits.

(b) All of the insurance required under this Lease shall name Landlord and its designee(s) as additional insureds and all insurance policies shall be issued in the names and for the benefit of Landlord, its designee(s), and Tenant. Such policies shall be issued by one or more responsible insurance companies satisfactory to Landlord and licensed to do business in the State where the Project is located. All such insurance may be carried under a blanket policy covering the Premises and any other of Tenant's stores and shall contain endorsements that: (a) such insurance may not be canceled or amended with respect to Landlord (or its designee(s)), except upon thirty (30) days prior written notice by registered mail to Landlord (and such designee(s)), by the insurance company; and (b) Tenant shall be solely responsible for payment of premiums for such insurance. In the event Tenant fails to furnish such insurance, the Landlord may obtain such insurance and the premiums shall be paid by Tenant to the Landlord upon demand.

(c) Tenant will indemnify, save harmless, and defend Landlord promptly and diligently at Tenant's sole expense from and against any and all claims and demands in connection with any accident, injury or damage whatsoever caused to any person or property arising directly or indirectly out of Tenant's initial construction, alteration, renovation, remodeling and/or fixturing of the Premises (whether or not occurring prior to the Commencement Date hereof), or out of the

business conducted in the Premises or occurring in, on or about the Premises or any part thereof, or arising from a claim that Tenant's Trade Name or signage violate the intellectual property rights of a third party, or arising directly or indirectly from any act or omission of Tenant or any of its contractors, subcontractors or concessionaires or subtenants or their respective licensees, servants, agents, employees, contractors or subcontractors, and from and against any and all costs, expenses and liability incurred in connection with any such claim or proceeding brought thereon. The comprehensive general liability insurance or commercial general liability insurance maintained by Tenant shall specifically insure the contractual obligations of Tenant as set forth herein.

(d) Tenant agrees, at its own cost and expense, to comply with all of the rules, regulations and recommendations of Landlord's property insurer and any similar body and any governmental authority having jurisdiction. If at any time and from time to time, as a result of or in connection with any failure by Tenant to comply with the foregoing sentence or any act of omission or commission by Tenant, its employees, contractors or licensees, or as a result of or in connection with the use to which the Premises are put (notwithstanding that such use may be for the purposes hereinbefore permitted or that such use may have been consented to by Landlord), the fire insurance rate(s) applicable to the Premises, or the building in which same are located, or to any other premises in said building, or to any adjacent property owned or controlled by Landlord, or an affiliate of Landlord, and/or to the contents in any or all of the aforesaid properties (including rent insurance relating thereto) shall be higher than that which would be applicable for the least hazardous type of occupancy legally permitted therein, Tenant agrees that it will pay to Landlord, on demand, such portion of the premiums for all fire insurance policies in force with respect to the aforesaid properties (including rent insurance relating thereto) and the contents of any occupant thereof as shall be attributable to such higher rate(s). If Tenant installs any electrical equipment that overloads the lines in the Premises or the building in which they are located, Tenant shall, at its own cost and expense promptly make whatever changes are necessary to remedy such condition and to comply with all requirements of Landlord's property insurer and any similar body and any governmental authority having jurisdiction thereof. For the purpose of this Section, any finding or schedule of Landlord's property insurer shall be deemed to be conclusive. In the event that this Lease so permits and Tenant engages in the preparation of food or packaged foods or engages in the use, sale or storage of inflammable or combustible material, Tenant shall install chemical extinguishing devices (such as ANSUL) approved by Underwriters Laboratories and shall keep such devices under service as required by such organization. If gas is used in the Premises, Tenant shall install gas cutoff devices (manual and automatic).

(e) Each insurance policy carried by Landlord or Tenant and insuring all or any part of the Project, the Premises, including improvements, alterations and changes in and to the Premises made by either of them, and Tenant's trade fixtures and contents therein, shall be written in a manner to provide that the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant, as the case may be, in connection with any loss or damage to the Premises, property or businesses, building and contents caused by any of the perils covered by fire and extended coverage, and business interruption insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it. So long as the policy or policies involved can be so written and maintained in effect, neither Landlord nor Tenant shall be liable to the other for any such loss or damage, provided, however, that the foregoing waivers of liability given by Landlord and Tenant to each other shall apply only to the extent of any recovery made by the parties hereto under any policy of insurance now or hereafter issued. In the event of inability on the part of either party to obtain such provision in its policy or policies with the carrier with whom such insurance is then carried, or such carrier's requiring payment of additional premium for such provision, the party so affected shall give the other party written notice of such inability or the increase in premium as the case may be. The party to whom such notice is given shall have fifteen (15) days from the receipt thereof within which: (1) in the case of such inability on the part of the other party, to procure from the aforesaid other party's insurance carrier in writing,

at no increase in premium over that paid theretofore by the party so affected, such waiver of subrogation; (2) in the case of increased premium, to pay the other party so affected the amount of such increase; or (3) to waive, in writing, within the time limit set forth herein, such requirement to obtain the aforesaid waiver of subrogation. Should the party to whom such notice is given fail to comply as aforesaid within the same fifteen (15) day period, each and every provision in this Section in favor of such defaulting party shall be canceled and of no further force and effect.

(f) Any contractor of Tenant performing work on the Premises must carry and maintain, at no expense to Landlord, naming Landlord, Landlord's mortgagee(s), and such other parties as Landlord may require as additional insureds: (A) commercial general liability insurance, including contractors liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, providing protection with limits for each occurrence of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate; and (B) workers' compensation or similar insurance in form and amounts required by any applicable laws. Prior to any such contractor performing any work within the Premises, Tenant shall provide Landlord a certificate of insurance from such contractor meeting the foregoing requirements.

22. **Indemnity.** Except as otherwise provided herein, Tenant agrees to indemnify, defend and hold Landlord harmless of and from any and all claims of any kind or nature arising from Tenant's use of the Premises and Tenant hereby waives all claims against Landlord for personal injury, property damage or business loss from any cause whatsoever, except such as might result from the gross negligence of Landlord.

23. **Landlord's Defaults.** Except to the extent expressly set forth to the contrary in a particular Section of this Lease, Landlord shall not be deemed to be in default hereunder unless Landlord fails to perform or observe any agreement or condition contained herein and such failure is not corrected within thirty (30) days after Landlord receives notice from Tenant of such failure (or such longer period as may be reasonably required to correct such failure if within such 30-day period Landlord shall commence to correct the same and thereafter diligently pursue the correction thereof).

24. **Personal Property.** Tenant agrees that all personal property in said Premises shall be and remain at Tenant's sole risk, and Landlord shall not be liable for any damage to, or loss of such personal property arising from any acts of negligence of any persons other than Landlord's employees, or from fire, or from the leaking of the roof, or from the bursting, leaking, or overflowing of water, sewer, or steam pipes, or from malfunctions of the heating, plumbing, or electrical systems, or from any other cause whatsoever. Tenant expressly agrees to indemnify and save Landlord harmless in all such cases.

25. **Assignment or Subletting.** Tenant shall not assign, mortgage, or encumber this Lease nor sublet or permit the Premises or any part thereof to be used by others, without the prior written consent of Landlord which may not be unreasonably withheld. If this Lease is assigned by Tenant or if the Tenant sublets the Premises for rent in excess of the rent payable hereunder, Tenant shall pay any such excess in the event of a sublet (or any consideration received in the event of assignment) to Landlord as additional rent. For the purposes of this Lease, "assign" shall include the transfer of all of the corporate shares or interest of Tenant or the interest of any sole proprietor or member of a limited liability company or partner of a partnership which is a Tenant hereunder by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the control of Tenant. If this Lease is assigned or if the Premises or any part thereof is sublet, or occupied other than by Tenant, Landlord, in the event of default by Tenant, may collect rent directly from the assignee, subtenant, or occupant and apply the amount collected to the rent due from Tenant. Such action by Landlord shall not constitute a waiver of this provision nor a release of Tenant from any obligation under this Lease. The consent of Landlord to an assignment or subletting shall not be construed to relieve Tenant from obtaining the written consent of Landlord to any further assignment or subletting and shall not relieve Tenant from liability hereunder. Any assignment or subletting under this Lease automatically cancels any options to extend the term of this

Lease which may have been granted hereunder. In the event Tenant wishes to assign this Lease and Landlord consents to such assignment, Landlord may charge a reasonable fee, not to exceed Two Thousand (\$2,000.00) Dollars, to help offset any costs Landlord may have in preparing such assignment, or in examining the information, financial statements, operating history, references, etc., necessary to effectuate same. Notwithstanding the foregoing, the sale or transfer of all or substantially all of the stock of Tenant shall not be deemed to be an assignment hereunder provided that such sale does not materially and adversely affect Tenant's creditworthiness or ability to perform its obligations under this lease; however written notice to Landlord shall be provided by Tenant of such sale within thirty (30) days of occurrence.

26. **Lien on Fixtures.** During the term of this Lease or any renewals or extensions thereof, Landlord shall have an express lien (in addition to statutory liens) for the payment of rent and to secure full and complete performance of all the terms and conditions hereof upon all the trade fixtures, goods and stock in trade, of Tenant which shall have been or thereafter may be placed upon the Premises. Tenant agrees upon request of Landlord to execute and deliver from time to time all documents necessary to perfect said lien, and hereby appoints Landlord as its attorney-in-fact, coupled with an interest, to deliver such documents on Tenant's behalf.

27. **Mechanic's Liens.**

(a) **General.** Tenant shall pay or cause to be paid all costs of labor, services and/or materials supplied in the prosecution of any work done in the Premises by or on behalf of Tenant or persons claiming under Tenant, and Tenant shall keep the Premises free and clear of all mechanics' liens and other liens arising out of any work done for Tenant or persons claiming under Tenant. Tenant shall promptly notify Landlord of any claim or lien filed against the Premises or the commencement of any action affecting the title thereto.

(b) **Contest of Lien.** If Tenant desires to contest the claim of any mechanics' lien, Tenant shall (i) either post a release bond issued by a responsible corporate surety as prescribed by law or furnish Landlord with adequate security for the amount of the claim plus estimated costs and interest, and (ii) promptly pay or cause to be paid any and all sums awarded to the claimant on its suit.

(c) **Landlord's Right to Cure.** If Tenant fails to provide security for or satisfaction of any mechanics' lien, then Landlord, in addition to any other rights or remedies it may have under this Lease or at law or in equity, may (but shall not be obligated to) discharge said lien by (i) paying the claimant an amount sufficient to settle and discharge the claim, (ii) posting a release bond, or (iii) taking such action as Landlord shall deem appropriate, and Tenant shall pay to Landlord on demand (and as additional rent hereunder) all costs incurred by Landlord in settling and discharging such lien (including reasonable attorneys' fees and bond premiums).

(d) **Notice of Non-Responsibility.** Landlord or its representatives shall have the right to go upon and inspect the Premises at all reasonable times and shall have the right to post and keep posted thereon notices of non-responsibility or such other notices that Landlord may deem to be proper for the protection of Landlord's interest in the Premises. Tenant shall give Landlord at least ten (10) days advance written notice of its intention to commence any work that might result in a lien.

28. **Change of Control of Tenant.** If at any time during the term of this Lease any part or all of the corporate shares of Tenant or the interest of any sole proprietor or member of a limited liability company or partner of a partnership which is a Tenant hereunder shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the control of Tenant, Tenant shall promptly notify Landlord, in writing, of such change, and Landlord at its option may terminate this Lease at any time after such change in control by giving Tenant ninety (90) days prior written notice of

such termination.

29. **Estoppel Certificates.** At any time and from time to time upon request from Landlord, Tenant agrees to execute, acknowledge and deliver to Landlord within ten (10) days' notice by Landlord, a statement in writing certifying that (a) this Lease is unmodified and in full, force and effect (or, if there have been modifications, that this Lease is in full effect as modified, and identifying such modifications) and; (b) the dates to which the Fixed Minimum Rent and Additional Rent have been paid; (c) that no default exists in the observance of this Lease and no Event of Default has occurred and is continuing, or specifying each such default or Event of Default of which Tenant may have knowledge; (d) the Premises has been completed on or before the date of such certificate and that all conditions precedent to the Lease taking effect have been carried out; (e) that Tenant has accepted possession of the Premises and that the Term of this Lease has commenced; and (f) the actual Commencement Date and expiration date of the Lease, it being intended that any such statement may be relied upon by Landlord's mortgagees, any prospective purchaser of the interest of Landlord or Tenant in their respective premises described herein or any assignee or sublessee of Tenant. If Tenant does not deliver such statement to Landlord within such ten (10) day period, Landlord and any prospective purchaser or encumbrancer may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by the Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one (1) month's minimum rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts. In addition to the foregoing, if Tenant does not deliver such statement to Landlord within such ten (10) day period, Tenant will be in default, and Tenant shall pay to Landlord the sum of \$100.00 per day as Additional Rent hereunder for Tenant's breach of such covenants for so long as Tenant is in breach of such covenants. Landlord's right to receive such Additional Rent for Tenant's breach shall be in addition to its rights and remedies set forth in this Lease, and the receipt of Additional Rent by Landlord hereunder shall not constitute a waiver by Landlord of its right to exercise the rights and remedies set forth in this Lease.

30. **Brokerage.** Landlord and Tenant each warrants that it has had no dealings with any broker or agent in connection with this Lease other than Adams Property Group, LLC ("Landlord's Broker"). Each party will hold harmless and indemnify the other party from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to this Lease or the negotiation thereof.

31. **Force Majeure.** Unless otherwise specifically provided, in the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, Act of God, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of Rent or any other payments required by the terms of this Lease.

32. **Release From Liability.** Tenant agrees not to hold Landlord responsible or liable in damages by abatement of rent or otherwise for any loss or damage sustained by Tenant or any other person due to the state of repair of the building or any part thereof or appurtenance thereto, the happening of any accident (unless resulting from affirmative acts of negligence on Landlord's part) the interruption of any utility service, any road blockages or closures of public right-of-ways providing access to the Premises, any damage caused by water, snow, windstorm, tornado, terrorism, gas, steam, electric wiring, plumbing, or heating apparatus, any acts or omissions of cotenants or other occupants of the building or losses by theft.

Notwithstanding any other provision in this Lease, Tenant hereby releases Landlord from any claim with respect to water or other damage sustained by Tenant from the sprinkler system, except that Tenant

does not hereby waive any claim for such damage resulting from (a) faulty installation or maintenance of said sprinkler system, or (b) the gross negligence of Landlord or any of Landlord's servants, agents or employees.

33. **Security.** Landlord may, from time to time and to the extent it deems appropriate, determine whether to arrange for security services in the Common Areas or manned traffic control for special events at the Project. Notwithstanding any other provision of this Lease, Landlord shall not be liable for any loss or damages suffered by Tenant or anyone else for failure to supply such services or manned traffic control. It is agreed that Landlord's supplying such security services shall not relieve Tenant of its duty to maintain security within the Premises.

34. **Financial Information of Tenant.**

(a) Tenant shall at any time and from time to time during the term of this Lease, within fifteen (15) days of written request by Landlord, deliver to Landlord such financial information concerning Tenant and Tenant's business operations (and the Guarantor of this Lease, if the Lease be guaranteed) as may be reasonably requested by Landlord or any mortgagee or prospective mortgagee or purchaser of Landlord. If Tenant fails to provide such information promptly, then, without limiting any other remedy which Landlord may have for such failure, Landlord may thereupon terminate this Lease on not less than ten (10) days written notice.

(b) Within 45 days after the expiration of each Lease Year and within fifteen (15) days of written request by Landlord, Tenant shall deliver to Landlord a written statement certified by an officer of Tenant setting forth the amount of Tenant's Gross Sales for such Lease Year. As used herein, "Gross Sales" shall mean the entire amount of the actual receipts of all sales of merchandise, service or any other receipt whatsoever of all business conducted at the Premises, including mail orders, telephone orders, internet orders, and/or other orders in whatever manner received, placed or filled at the Premises, including all deposits not refunded to purchasers, orders taken (although filled elsewhere), sales to employees, sales through vending machines or other devices, and sales by any subtenant, concessionaire or licensee or otherwise at the Premises. Gross Sales shall not include (i) any sales tax, use tax, or any other tax separately collected by Tenant and paid to any governmental authority, (ii) the exchange of merchandise between the stores of Tenant, (iii) the amount of returns to shippers or manufacturers, and (iv) sales of Tenant's store fixtures not a part of Tenant's stock in trade.

35. **Holdover.** If Tenant holds over past the date of expiration of this Lease ("Expiration Date") and Landlord accepts Rent for such holdover period, such acceptance shall operate as a renewal of the tenancy for another month and for each additional month for which Landlord accepts Rent (the "Holdover Term"). The Rent during the Holdover Term shall be 200% of the Fixed Minimum Rent due and payable during the Rent Period immediately prior to the Expiration Date divided by twelve, together with Additional Rent as set forth in this Lease. The Landlord may terminate the Holdover Term by giving the Tenant written notice of not less than thirty (30) days prior to the date on which Landlord shall retake possession of the Premises. Should Tenant wish to vacate the Premises during the Holdover Term, it shall provide Landlord with written notice of its intent to vacate not less than thirty (30) days prior to vacating the Premises, and Tenant shall be responsible for the payment of Rent through the date set forth in such written notice.

36. **Waiver.** It is understood and agreed that waiver by Landlord of any default or breach of any covenant, condition or agreement herein shall not be construed to be a waiver of that covenant, condition or agreement or of any subsequent breach thereof. The acceptance of rent by Landlord with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No delay or omission of Landlord to exercise any right or power arising from any default on part of Tenant shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence thereto.

37. **Warranty.** Landlord covenants, represents and warrants that it has the full right and authority to lease the Premises upon the terms and conditions herein set forth and that Tenant shall peacefully and quietly hold and enjoy the Premises for the full term hereof so long as it does not default in the performance

of any of its agreements hereunder.

38. **Transfer of Landlord's Interest.** The term "Landlord" as used in this Lease means only the owner or the mortgagee in possession for the time being of the land and building or the owner of the lease of the building or of the land and building of which the Premises are a part so that in the event of any sale or sales of said land and building or of said Lease, or in the event of a lease of said building, or of the land and building, said Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder and it shall be deemed and construed without further agreement between the parties or their successors in interest or between the parties and the purchaser at any such sale or the lessee of the building or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

Notwithstanding anything to the contrary contained in this Lease, it is specifically understood and agreed that the liability of the Landlord hereunder shall be limited to the equity of the Landlord in the Project in the event of a breach or the failure of Landlord to perform any of the terms, covenants, conditions and agreements of this Lease to be performed by Landlord. In furtherance of the foregoing, the Tenant hereby agrees that any judgment it may obtain against Landlord as a result of the breach of this Lease as aforesaid shall be enforceable solely against the Landlord's interest in the Project.

Any security given by Tenant to Landlord to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to the successor in interest to Landlord; and, upon acknowledgement by such successor of receipt of such security and its express assumption of the obligation to account to Tenant for such security in accordance with the terms of this Lease, Landlord shall thereby be discharged of any further obligation relating thereto.

Landlord's assignment, sale or transfer of the Lease or of any or all of its rights herein shall in no manner affect Tenant's obligations hereunder. Tenant shall thereafter attorn and look to such assignee, as Landlord, provided Tenant has first received written notice of such assignment of Landlord's interest.

39. **Security Deposit.** Promptly upon the execution of this Lease, Tenant shall deposit with Landlord the amount shown as the Security Deposit in the Basic Lease Terms, to be held as collateral security for the payment of any rentals and other sums of money for which Tenant shall become liable to Landlord, and for the faithful performance by Tenant of all covenants and conditions herein contained. If at any time during the term of this Lease, any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at its option, appropriate and apply any portion of said Security Deposit to the payment of any such overdue rent or other sum. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord at its option may appropriate and apply the entire Security Deposit, or so much thereof as may be necessary, to compensate the Landlord for loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount to restore said security to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Said Security Deposit shall be returned to Tenant at the end of the term of this Lease provided Tenant shall have made all such payments and performed all such covenants and agreements. The holder of any first mortgage secured by the Premises shall not be responsible for the return of the Security Deposit unless actually received by such holder.

40. **No Joint Venture.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

41. **Computation of Time.** In computing any period of time prescribed or allowed by this Lease, the day of the act, event or Event of Default after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday or a South Carolina or United States holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday nor such a holiday.

42. **Rent Absolute.** Except as otherwise specifically provided in this Lease, no change in condition, Legal Requirements, casualty or other event shall terminate this Lease or entitle Tenant to surrender the Premises or entitle Tenant to any abatement of or reduction in the Rent, or otherwise affect the respective obligations of the Tenant and Landlord. The parties acknowledge that Tenant's obligation to pay Rent under this Lease is in consideration of the grant of the leasehold interest in the Premises and is independent of Landlord's duties under this Lease, and all Rent shall be paid when due without any offset or deduction of any kind or nature whatsoever, unless otherwise specifically permitted.

43. **Notices.** It is agreed that the legal address and email address of the parties for all notices required or permitted to be given hereunder, or for all purposes of billing, payment of Rent or other amounts owing hereunder, process, correspondence, and any other legal purpose whatsoever, shall be deemed sufficient, if given (1) by a writing deposited in United States Mail, proper postage prepaid and certified, return receipt requested to the Landlord's Address or the Tenant's Address, as applicable; (2) by email transmission sent to provided by such party as a part of the Landlord's Address or the Tenant's Address accompanied by a letter sent by national overnight courier service, such as Federal Express not later than one (1) business day thereafter; or (3) by delivery by a national overnight courier service, such as Federal Express, to the Landlord's Address or the Tenant's Address, as applicable. If written notice is made by mail, notice is deemed given three (3) days after such written notice is mailed. If written notice is made by email transmission, notice shall be deemed given immediately, provided that a copy of the notice is mailed within one (1) business day after the notice is emailed in the manner described herein. If written notice is made by national overnight courier service, notice is deemed given at noon of the business day next following after having been deposited into the custody of such nationally recognized overnight delivery service. To the extent requested by a party, notices shall also be sent to a fee or leasehold mortgagee at the address supplied by the requesting party. Either party may change its address by written notice given to the other in accordance with this Section.

44. **Additional Instruments.** The parties agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, condition, or assurance in this Lease whenever occasion shall arise and request for such instrument shall be made.

45. **Accord and Satisfaction.** Landlord, acting in its sole discretion, shall have the right to apply any payments made by Tenant to the satisfaction of any debt or obligations of Tenant to Landlord regardless of the instructions of Tenant as to application of any sum whether such instructions be endorsed upon Tenant's check or otherwise, unless otherwise agreed upon by both parties in writing. The acceptance by Landlord of a check or checks drawn by others than Tenant shall not be deemed an accord and satisfaction and shall in no way affect Tenant's liability hereunder nor shall it be deemed an approval of any assignment of this Lease by Tenant. Landlord may accept any partial payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

46. **Subordination.** This Lease is subject and subordinate to any first mortgage or first deed of trust now or hereafter placed on the property of which the Premises is a part; provided, however, that at the option of the first mortgagee the Lease or portions of the Lease can be made superior to the first mortgage; provided further that unless the entire Lease is made superior to such first mortgage, the holder of said mortgage shall agree that this Lease shall not be divested or in any way affected by a foreclosure or other default proceedings under said mortgage, or obligations secured thereby, so long as Tenant shall not be in default under the terms of this Lease; and Tenant agrees that this Lease shall remain in full force and effect notwithstanding any default proceeding under said mortgage, or obligation secured thereby, including foreclosure. Tenant further agrees that it will attorn to the mortgagee, trustee or beneficiary of

such mortgage or deed of trust, and their successors or assigns and to the purchaser or assignee at any such foreclosure. Tenant will, upon request by Landlord, execute and deliver to Landlord, or to any other person designated by Landlord, any instrument or instruments required to give effect to the provisions of this paragraph.

47. **Time of the Essence.** It is understood and agreed between the parties hereto that time is of the essence in all of the terms and provisions of this Lease.

48. **Surrender of Premises.** At the expiration of the tenancy hereby created, Tenant shall peaceably surrender the Premises, including all alterations, additions, improvements, decorations and repairs made thereto (but excluding all trade fixtures, equipment, signs and other personal property installed by Tenant, provided that in no event shall Tenant remove any of the following materials or equipment without Landlord's prior written consent: any free standing signs, any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; or other similar building operating equipment and decorations), broom clean and in good condition and repair, reasonable wear and tear excepted. Tenant shall remove all its property not required to be surrendered to Landlord before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused thereby and comply with the Landlord's move out guidelines for the Property attached hereto as Exhibit "J". Any personal property remaining in the Premises at the expiration of the Term shall be deemed abandoned by Tenant, and Landlord may claim the same and shall in no circumstances have any liability to Tenant therefor. Upon termination, Tenant shall also surrender all keys for the Premises to Landlord and, if applicable, inform Landlord of any combinations of locks or safes in the Premises. If the Premises are not surrendered at the end of the Term, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including without limitation claims made by the succeeding tenant founded on such delay. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of this Lease.

49. **Costs of Enforcement.** In the event either party shall enforce the terms of this Lease by suit or other similar legal action, the prevailing party shall be entitled to recover from the other the costs and expenses incident to such enforcement action (including any bankruptcy or appellate proceeding), which costs and expenses shall include, without limitation, the reasonable fees and expenses of attorneys, expert witnesses or other professionals.

50. **Recording.** Landlord and Tenant hereby agree that each will cooperate with the other upon request to cause a memorandum of this Lease (without the amount of the Rent described) to be recorded in the land records office where the Premises is located, at the sole cost and expense of the requesting party. In no event shall this Lease be recorded without the written consent of Landlord.

51. **Guaranty.** Contemporaneously with the execution of this Lease by Tenant, Guarantor has executed a guaranty in the form attached as Exhibit "H" hereto guaranteeing the payment and performance of all obligations of Tenant hereunder.

52. **Waiver of Jury Trial.** TENANT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST OR INVOLVING THE OTHER RELATING TO ANY MATTER CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, THE PROJECT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM FOR INJURY OR DAMAGE.

53. **Waiver of Counterclaim.** Tenant shall not assert any permissive counterclaim in a summary proceeding or other action based on termination, ejectment or holdover.

54. **Exhibits.** All exhibits, addenda, riders and schedules referenced in this Lease are incorporated into this Lease by this reference and made a part hereof.


55. Omitted.


56. Miscellaneous. This Lease embodies the full agreement of the parties and supersedes any and all prior understandings or commitments concerning the subject matter of this Lease. Any modification or amendment must be in writing and signed by both parties. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person(s), firm(s) or corporation(s) may require. This Lease may be executed in counterparts all of which taken together shall be deemed one original when executed by both parties. This Lease and the rights of the Landlord and Tenant hereunder shall be construed and enforced in accordance with the law of the State in which the Premises are located. In the event that any part or provision of this Lease shall be determined to be invalid or unenforceable, the remaining parts and provisions of said Lease which can be separated from the invalid, unenforceable provision shall continue in full force and effect. The index, section and marginal titles, numbers and captions contained in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, modify, or describe the scope or intent of this Lease nor any provision herein. No provision of this Lease shall be construed to impose upon the parties hereto any obligation or restriction not expressly set forth herein. This Lease shall be binding upon and inure to the benefit of the parties hereto, their assigns, administrators, successors, estates, heirs and legatees respectively; provided, however, that no rights, shall inure to the benefit of any assignee or sublessee of Tenant unless the assignment or sublease has been made in accordance with the provisions set out in this Lease.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date.

WITNESSES:





LANDLORD:

Hunt Club Medical, LLC,
a South Carolina limited liability company

By: Hunt Club Medical - Adams, LLC, its Manager

By: 

Franklin F. Adams, its Manager

WITNESSES:





TENANT:

Chillaxe Tobacco and Vapor 3, LLC,
a South Carolina limited liability company

By: 

Name: Saddam M. Adlailam

Title: Owner/CEO

Exhibit A

Legal Description of Property

ALL that certain lot, piece or parcel of land, together with the buildings and other improvements thereon, if any, situate, lying and being in the County of Charleston, State of South Carolina, containing 6.02 acres, more or less, and being shown and designated as "NEW TRACT C-1-1" on that certain plat entitled "PLAT CREATING NEW TRACT C-1-1 6.02 ACRE PORTION OF TMS# 301-00-00-034 TRACT C OWNED BY HUNT CLUB PROPERTIES LLC LOCATED IN CHARLESTON COUNTY SOUTH CAROLINA" prepared by Michael S. Shulse, S.C. P.L.S. No. 18268, SCPLS No. 18268, dated March 30, 2021, and duly recorded on February 25, 2022, in the Register of Deeds Office for Charleston County, South Carolina in Plat Book L22, at Page 0083; the said property being bounded and having such actual size, shape, location, buttings, boundings, courses and distances as are more particularly shown on said plat.

Exhibit B

PREMISES



Exhibit C
WORK LETTER

1. Delivery; Acceptance.

(a) Omitted.

(b) Omitted.

(c) Acceptance of Possession. Tenant has inspected the Premises and has confirmed that Premises is being delivered to Tenant in the condition described Schedule C-1 attached to this Work Letter and accepts the Premises in its "as is" condition Tenant

(d) Tenant's Work. Tenant has agreed to accept the Premises without any obligations for the performance of improvements or other work by Landlord, and Tenant perform all other improvements, alterations and changes to the Premises to place same in a first class, modern and attractive condition, to enable Tenant to use the Premises for the Permitted Use in accordance with Schedule C-2 attached to this Work Letter (the "Tenant's Work"). Such Tenant's Work shall be in accordance with the provisions of this Work Letter, and to the extent not expressly inconsistent herewith, in accordance with the provisions of the Lease. Performance of the Tenant's Work shall not serve to abate or extend the time for the commencement of Rent under the Lease, except to the extent Landlord delays approvals beyond the times permitted below, and except as otherwise set forth in this Lease.

2. Cost of the Tenant's Work. Except as provided hereinafter, Tenant shall pay all costs associated with the Tenant's Work whatsoever (the "Costs of the Tenant's Work"), including without limitation, all permits, inspection fees, fees of space planners, architects, engineers, and contractors, utility connections, the cost of all labor and materials, bonds, insurance, signage, and any structural or mechanical work, all HVAC equipment not described in Schedule 1, sprinkler heads, or modifications to any building mechanical, electrical, plumbing or other systems and equipment or relocation of any existing sprinkler heads, either within or outside the Premises required as a result of the layout, design or construction of the Tenant's Work.

Provided no Event of Default exists under the Lease and that no mechanic's, materialmen's, or other such liens have been filed against the Project or the Premises arising out of the design or performance of the Tenant's Work (which have not been removed, discharged or bonded over by Tenant), Landlord will all Tenant to abate Tenant's payments of Fixed Minimum Rent for the two (2) months immediately following the date after all of the following have been satisfied:

(a) A copy of the final "Certificate of Occupancy" issued by the applicable municipality in which the Premises is located;

(b) All mechanics' lien releases or other lien releases from Tenant's general contractor and subcontractors and materials suppliers, which are notarized (if required by Landlord), unconditional and in recordable form or in such form as Landlord shall have approved;

(c) A certification from Tenant's general contractor and architect certifying that the Tenant's Work has been constructed in accordance with the approved Premises Plans and Specifications and a draw request with supporting invoices, receipts and documentation for the costs incurred;

(d) Copies of all guaranties, warranties and operations manuals issued by the contractors and suppliers of the Tenant's Work, which guaranties and warranties shall inure to the benefit of both Landlord and Tenant; and

- (e) Final revised drawings ("as-built" drawings) in the form of PDF redlined drawings.
- (f) a schedule of values consisting of a complete and accurate list of all contractors, materialmen, suppliers or other persons who will furnish work, labor, materials, equipment or supplies in connection with Tenant's Work, showing quantities and dollar amounts of Tenant's or its general contractor's contracts with said parties in connection with Tenant's Work.
- (g) Tenant has opened for business and paid the first month's rent.
- (h) The request for payment is made within one year after the Delivery Date.

3. Space Plan and Specifications:

a. No later than thirty (30) days after the date of the Lease is executed by both Landlord and Tenant, Tenant shall submit two (2) sets of a "Space Plan" (as described in Section 14(a) below), if applicable to Landlord for approval.

b. Landlord shall, within ten (10) days after receipt thereof, either approve said Space Plan, or disapprove the same advising Tenant of the reasons for such disapproval. In the event Landlord disapproves said Space Plan, Tenant shall modify the same, taking into account the reasons given by Landlord for said disapproval, and shall submit two (2) sets of the revised Space Plan to Landlord within ten (10) days after receipt of Landlord's initial disapproval.

4. Working Drawings and Engineering Report:

a. No later than sixty (60) days after receipt of Landlord's approval of the Space Plan, Tenant shall submit to Landlord for approval two (2) sets of "Working Drawings" (as defined in Section 14 below), and a report (the "Engineering Report") from Tenant's mechanical, structural and electrical engineers indicating any special heating, cooling, ventilation, electrical, heavy load or other special or unusual requirements of Tenant.

b. Landlord shall, within fifteen (15) days after receipt thereof, either approve the Working Drawings and Engineering Report, or disapprove the same advising Tenant of the reasons for disapproval. If Landlord disapproves of the Working Drawings or Engineering Report, Tenant shall modify and submit revised Working Drawings, and a revised Engineering Report, taking into account the reasons given by Landlord for disapproval, within fifteen (15) days after receipt of Landlord's initial disapproval.

5. Landlord's Approval: Landlord shall not unreasonably withhold approval of any Space Plans, Working Drawings, or Engineering Report submitted hereunder if they provide for the Work to be performed in a good, workmanlike and "first class" manner, with finishes and materials generally conforming to building standard finishes and materials, are compatible with the Project's exterior construction, and if no material modifications will be required for the Project's or the Project's electrical, heating, air conditioning, ventilation, plumbing, fire protection, life safety, or other systems or equipment, and will not require any structural modifications to the Project or the Project whether required by heavy loads or otherwise.

6. Space Planners, Architects, Engineers, and Contractors: The Space Plan, Working Drawings, Engineering Report and the Tenant's Work shall be prepared and performed by such space planners, architects, engineers and contractors as Tenant may select in its discretion.

7. Change Orders: Except for *de minimus* changes, no material changes, modifications, alterations or additions to the approved Space Plan or Working Drawings may be made without the prior written consent of the Landlord after written request therefor by Tenant, such consent not to be unreasonably withheld, conditioned or delayed. In the event that the Premises are not constructed in accordance with

said approved Space Plan and Working Drawings, excepting *de minimus* changes, then Tenant shall not be permitted to occupy the Premises until the Premises reasonably comply in all aspects with said approved Space Plan and Working Drawings; in such case, such delay in occupancy shall not delay the Commencement Date. For the purposes herein, the term "*de minimus* changes" means minor revisions, alterations, modifications and/or alterations to the approved Space Plan or Working Drawings which cost less than ten percent (10%) of the total Costs of the Tenant's Work, do not materially alter the appearance of the Premises from the exterior, and do not materially affect the building's structural components or plumbing, mechanical or electrical systems.

8. Compliance: Tenant's Work shall comply in all respects with all applicable laws, ordinances, requirements, orders, directions, rules and regulations of the federal, state, county and municipal governments and of all other governmental authorities having or claiming jurisdiction of or over the Premises, and of all their respective departments, bureaus and offices, and with the requirements and regulations, if any, of such public utilities, of the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction, or any other body exercising similar functions. There shall be no encroachment on any street, right-of-way, sidewalk or on any adjoining premises, including the common areas, by the Premises or its related improvements or appurtenances.

9. Guarantees: Each contractor, subcontractor and supplier participating in Tenant's Work shall guarantee that the portion thereof for which he is responsible shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. Every such contractor, subcontractor, and supplier shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract which shall become defective within one (1) year after completion thereof. The correction of such work shall include, without additional charge, all additional expenses and damages in connection with such removal or replacement of all or any part of Tenant's Work, and/or the Project and/or Common Areas, or work which may be damaged or disturbed thereby. All such warranties or guarantees as to materials or workmanship of or with respect to Tenant's Work shall be contained in the contract or subcontract which shall be written such that said warranties or guarantees shall inure to the benefit of both Landlord and Tenant, as their respective interests may appear, and can be directly enforced by either. Tenant covenants to give Landlord any assignment or other assurances necessary to affect such right of direct enforcement. If requested by Landlord, copies of all contracts and subcontracts shall be furnished to Landlord promptly after the same are entered.

10. Performance:

a. Tenant's Work shall commence within fifteen (15) days after Landlord approves the Working Drawings and receipt of all applicable building permits and governmental approvals (or later, if such approvals and receipt of permits occur prior to the Delivery Date), and shall thereafter be diligently prosecuted to completion, subject to delays for reasons beyond Tenant's control (except financial matters). All Tenant's Work shall conform with the Working Drawings approved by Landlord, and Landlord may periodically inspect the Tenant's Work for such compliance. Tenant's Work shall be coordinated under Landlord's direction with the work being done or to be performed for or by other tenants in the Project so that Tenant's Work will not interfere with or delay the completion of any other construction work in the Project.

b. Tenant's Work shall be performed in a thoroughly safe, first-class and workmanlike manner in conformity with the approved Space Plan and Working Drawings.

c. Tenant shall be required to obtain and pay for all necessary permits and/or fees with respect to Tenant's Work, and copies of the same shall be provided to Landlord prior to commencement of the Tenant's Work.

d. Each contractor and subcontractor shall be required to obtain prior written approval from Landlord (not to be unreasonably withheld, conditioned or delayed) for any space outside the Premises within the Project, which such contractor or subcontractor desires to use for storage, handling, and moving

of his materials and equipment, as well as for the location of any facilities for his personnel.

e. The contractors and subcontractors shall be required to remove from the Premises and dispose of, at least once a week and more frequently as Landlord may direct, all debris and rubbish caused by or resulting from the construction. Upon completion of Tenant's Work, the contractors and subcontractors shall remove all surplus materials, debris and rubbish of whatever kind remaining within the Project which has been brought in or created by the contractors and subcontractors in the performance of Tenant's Work. If any contractor or subcontractor shall neglect, refuse or fail to remove any such debris, rubbish, surplus material or temporary structures within twenty-four (24) hours after notice to Tenant from Landlord with respect thereto, Landlord may cause the same to be removed by contract or otherwise as Landlord may determine expedient, and charge the cost thereof to Tenant as Additional Rent under the Lease.

f. Tenant shall obtain and furnish Landlord all approvals with respect to electrical, water and telephone work as may be required by the respective company supplying the service.

g. Landlord's acceptance of Tenant's Work as being complete in accordance with the approved Space Plan and Working Drawings shall be subject to Landlord's inspection and written approval. Tenant shall give Landlord five (5) days prior written notification of the anticipated completion date of Tenant's Work.

h. Copies of "as built" drawings shall be provided to Landlord no later than thirty (30) days after completion of the Work.

i. Landlord's approval of Tenant's plans and specifications, and Landlord's recommendations or approvals concerning contractors, subcontractors, space planners, engineers or architects, shall not be deemed a warranty as to the quality or adequacy of the Work, or the design thereof, or of its compliance with laws, codes and other legal requirements.

j. Tenant shall conduct its labor relations with employees so as to avoid strikes, picketing, and boycotts of, on or about the Premises or the Project. If any employees strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are established, conducted or carried out against Tenant, its employees, agents, contractors, subcontractors or suppliers, in or about the Premises or the Project, Tenant shall immediately close the Premises and remove or cause to be removed all such employees, agents, contractors, subcontractors and suppliers until the dispute has been settled.

k. Tenant's contractors shall comply with the rules of the Project and Landlord's requirements respecting the manner of handling materials, equipment and debris. Delivery of materials, equipment and removal of debris must be arranged to avoid any inconvenience or annoyance to other tenants. The Tenant's Work and all cleaning in the Premises must be controlled to prevent dirt, dust or other matter from infiltrating into adjacent tenant or mechanical areas or the parking lots.

11. Insurance: All contractors and subcontractors shall carry Worker's Compensation Insurance covering all of their respective employees in the statutory amounts, Employer's Liability Insurance in the amount of at least Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence, and comprehensive general liability insurance of at least Two Million and 00/100 Dollars (\$2,000,000.00) combined single limit for bodily injury, death, or the Project damage; and the policies therefor shall cover Landlord, Tenant and Adams Property Group, as additional insureds, as well as the contractor or subcontractor. All policies of insurance must require that the carrier give Landlord twenty (20) day's advance written notice of any cancellation or reduction in the amounts of insurance. In the event that during the course of Tenant's Work any damage shall occur to the construction and improvements being made by Tenant, then Tenant shall repair the same at Tenant's cost.

12. Liens. Tenant shall keep the Project and the Premises free from any mechanic's, materialman's or similar liens or other such encumbrances in connection with the Work, and shall indemnify and hold

Landlord harmless from and against any claims, liabilities, judgments, or costs (including attorneys' fees) arising in connection therewith. Tenant shall give Landlord notice at least twenty (20) days prior to the commencement of the Tenant's Work (or such additional time as may be necessary under applicable laws), to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility. Tenant shall remove any such lien or encumbrance by bond or otherwise within ten (10) days after the filing thereof, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount paid shall be deemed Additional Rent under the Lease payable upon demand, without limitation as to other remedies available to Landlord under the Lease. Nothing contained herein shall authorize Tenant to do any act which shall subject Landlord's title to the Project or Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract.

13. Indemnity. Tenant shall indemnify, defend and hold harmless Landlord (and Landlord's principals, partners, agents, trustees, beneficiaries, officers, employees and affiliates) from and against any claims, demands, losses, damages, injuries, liabilities, expenses, judgments, liens, encumbrances, orders and awards, together with attorneys' fees and litigation expenses arising out of or in connection with the Tenant's Work, or Tenant's failure to comply with the provisions hereof, or any failure by Tenant's contractors, subcontractors or their employees to comply with the provisions hereof, except to the extent caused by Landlord's intentional or negligent acts.

14. Certain Definitions.

a. "Space Plan" herein means a layout plan, drawn to scale, showing (1) demising walls, interior partition walls and interior doors, including any special walls, glass partitions or special features, (2) any restrooms, kitchens, computer rooms, and other special purpose rooms, and any sinks or other plumbing facilities, or other special facilities or equipment, (3) any communications system, indicating telephone and computer outlet locations, and (4) any other details or features required to reasonably delineate the Work to be performed.

b. "Working Drawings" herein means fully dimensioned architectural construction drawings and specifications, and any required engineering drawings (including mechanical, electrical, plumbing, air-conditioning, ventilation and heating) and shall include any applicable items described above for the Space Plan, and if applicable: (1) electrical outlet locations, circuits and anticipated usage therefor, (2) reflected ceiling plan, including lighting, switching, and any special ceiling specifications, (3) duct locations for heating, ventilating and air-conditioning equipment, (4) details of all millwork, (5) dimensions of all equipment and cabinets to be built in (6) furniture plan showing details for space occupancy, (7) keying schedule, (8) lighting arrangement, (9) location of any major equipment or systems (with brand names wherever possible) which require special consideration relative to air-conditioning, ventilation, electrical, plumbing, structural, fire protection, life-fire-safety system, or mechanical systems, (10) special heating, ventilating and air conditioning equipment and requirements, (11) weight and location of heavy equipment, and anticipated loads for special usage rooms, (12) demolition plan, (13) partition construction plan, (14) type and color of floor and wall-coverings, wall paint and any other finishes, and any other details or features required to completely delineate the Work to be performed and (15) a site plan, if applicable, including landscaping, and exterior signage.

Schedule C-1

Bees Ferry Rd @ Hunt Club Run – Building B LANDLORD'S WORK

STRUCTURE

1. A ribbon foundation leaving the interior of the space ready for Tenant's slab (including exterior side and rear wall construction and standard weight units with reinforcing) beams and floors shall be designed to carry loads in accordance with governing building codes. Framed exterior openings with commercial grade windows and doors per Landlord's plans and specs. Exterior sheathing and finishes and lighting per Landlords plans and specs.
2. Any walls which are below the finished grades and which are in contact with the soil shall receive damp proofing.
3. The roof of the Premises shall be an insulated, built-up, bondable roof, including:
 - a. 12'-0" minimum clear height to structure throughout space
 - b. Fully adhered, 60 mil TPO Roofing Membrane
 - c. Gutters/downspouts/scuppers to be prefinished aluminum, with conc. splash blocks
 - d. Exposed sheet metal flashing to be prefinished aluminum
 - e. Curbs for HVAC. HVAC capacity of 1-ton per 350 SF of retail space to be set on curbs for Tenant distribution.

UTILITIES

1. Electricity. Landlord shall provide, or cause to be provided, electrical conduits to the boundary line of the Premises, with a capacity of 400 amps and any additional capacity needed shall be provided as Tenant's Work. Landlord's Work shall not include any other electrical facilities required by Tenant such as, but not necessarily limited to: panels, conduits, wiring, signs, sign transformers, burglar alarms, intercommunications systems, TV installations, light fixtures or appurtenances. All of such items shall be furnished and installed as Tenant's Work.
2. Water and Sewer. Water pipe and sewer pipe shall be brought to the boundary of the Premises by Landlord. All other plumbing facilities shall be furnished and installed as Tenant's Work. Tenant shall pay Landlord for the cost of the meter and the cost of the installation thereof and throughout the duration of Tenant's occupancy Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay for water consumed, as shown on said sub meter as and when bills are rendered, and on default in making such payment Landlord may pay such charges and collect the same from Tenant.
3. Telephone Conduit. Telephone conduit and wire to the boundary of the Premises.

Exhibit C-2

TENANT'S WORK

All work on the Premises other than Landlord's Work as hereinabove defined shall be Tenant's Work all of which shall be undertaken at Tenant's sole cost. Tenant shall secure all necessary licenses and permits prior to Tenant commencing Tenant's Work and shall secure the certificate of occupancy before opening for business at the Premises.

Tenant's Work shall include without limitation the following the following:

A. Design Drawings and Working Drawings and Specifications

1. Design Drawings and working drawings and specifications for the Premises

B. Construction Criteria

1. The criteria and/or outline specifications as set forth herein represent minimum standards for the design, construction and finish of the Premises by Tenant.
 - a. General
 - (i) Jurisdiction and Codes: The Shopping Center is being developed in and under the jurisdiction of the County and State in which it is located. All design and construction work shall comply with all applicable statutes, ordinances, regulations, laws and codes, including, without limiting the foregoing, The National Electric Code, The Guide of American Society of Heating, Refrigerating and Air Conditioning Engineers and the requirements of Landlord's fire insurance underwriter.
 - (ii) Permits and Approvals: Prior to the commencement of construction, building and other permits for Tenant's Work, if appropriate, shall be obtained by Tenant at Tenant's expense and posted in a prominent place within the Premises. Landlord's written approval shall be obtained by Tenant prior to submitting plans to the applicable governmental authority for permits and before undertaking any construction work which deviates from Tenant's Design Drawings, as approved by Landlord, or the undertaking of any modifications whatsoever to Landlord's building shell and/or utilities and other work not explicitly shown on said Design Drawings. Landlord's approval of the foregoing shall not constitute the assumption of any responsibility by Landlord for the accuracy or sufficiency thereof, and Tenant shall be solely responsible therefor.
 - (iii) Standard Project Details: Standard Project Details, as issued by Landlord's Architect, and as they pertain to Tenant's Work shall govern with respect to such work. Such details shall be incorporated in the Interior Design Drawings for the Premises.
 - (iv) Materials: Only new, first-class material shall be used in the construction of the Premises.
 - (v) Field Conditions: Tenant shall verify conditions pertaining to the

Premises from time to time, prior to and after commencement of construction. Tenant shall coordinate work with other work or with existing conditions occurring above or below Premises and shall make changes from time to time as required to accommodate such work or conditions.

C. Interior Finishes and Improvements

1. Providing and installing all electric fixtures, equipment and distribution equipment, except as specifically described above as Landlord's Work.
2. Providing and installing all conduit and wire and paying service charges for telephone lines within the Premises.
3. Providing and installing all interior partitions, coves, ceilings, and doors and the relocation of lights, and sprinkler required for such installations.
4. Providing and installing all interior painting floor cover and decorating.
5. Providing and installing all show window backgrounds, show window floors, show window ceilings, show window light fixtures and special lighting requirements.
6. Providing and installing ventilating fans, ducts, and controls; all elevators, escalators, conveyors and their shafts and doors located within the Premises; and all other mechanical or electrical equipment or fixtures required by the Tenant.
7. If Tenant provides Landlord the necessary written information prior to Landlord's order for the structural steel, then the cost of framing the openings and curbs for penetration of Tenant's equipment through the roof of the Premises shall be the Landlord's obligation. In the event Tenant shall fail, not have an opportunity, or be unable for any reason to supply necessary information to Landlord regarding roof openings and curbs required by Tenant for Tenant's equipment prior to Landlord's order for the fabrication of the structural steel of the roof, then Tenant shall do its own framing, cutting of the roof deck and roofing, and Tenant shall use the roofer employed by Landlord in order to continue the roofer's guarantee.
8. Temporary electric service shall be provided each building on the Premises by Landlord, but Tenant shall have its own electrical contractor install a meter, and Tenant shall pay for current consumed during Tenant's construction period. Temporary lines during construction shall be run from this meter at Tenant's expense.
9. Provide facilities for water, sewer, and vents within the Premises for Tenant's use; and provide automatic sprinkler system main line as required by Landlord and other fire protection systems required by Tenant.
10. Fire resistant perimeter walls of the Premises shall be either of metal stud and plaster board construction or of block construction. Fireproof partitions shall be provided between units of the building in which the Premises are located as required by the governing building code and the fire underwriters' requirements. Double partitions may be provided at all expansion joints in the building.
11. Storefronts shall be designed by Landlord's architect in conformity with the architectural design of Shopping Center and approved by Landlord.
12. Providing all concrete floors in the Premises which shall be 4" minimum smooth troweled finish.
13. Store fixtures, etc.
14. Supply and install hot water heater if desired.
15. Supply and install fire extinguisher.
16. Obtaining final certificates of occupancy from any required governmental agency.

D. Other Requirements

1. Space Verification. Tenant shall be obligated to have its architect, store planner, engineer or contractor conduct an on-site verification of all dimensions and field conditions prior to proceeding with Tenant's Work.

2. Insurance Requirements. Prior to commencement of Tenant's Work and until completion thereof, or commencement of the Lease Term, whichever is the last occur, Tenant shall effect and maintain Builder's Risk Insurance covering Landlord, Landlord's general contractor, Tenant, Tenant's contractors and Tenant's subcontractors, as their interest may appear against loss of damage by fire, vandalism and malicious mischief and such other risks as are customarily covered by a standard "All Risk" policy of insurance protecting against all risk of physical loss or damage to all Tenant's Work, and all materials, equipment, supplies and temporary structures, or while on the Premises or within the Landlord's Tract, all to the accrual replacement cost thereof at all times on a completed value basis. In addition, Tenant agrees to indemnify and hold Landlord harmless against any and all claims for injury to persons or damage to property by reasons of the use of the Premises for the performance of Tenant's Work, and claims, fines, and penalties arising out of any failure of Tenant of its agents, contractors and employees to comply with any law, ordinance, code requirement applicable to Tenant's Work and Tenant agrees to require all contractors and subcontractors engaged in the performance of Tenant's Work to effect and maintain and deliver to Tenant and Landlord, certificates evidencing the existence of, and covering Landlord, Tenant and Tenant's contractors, prior to commencement of Tenant's Work and until completion thereof, the following insurance coverages:
 - a. Workmen's Compensation and Occupational Disease insurance in accordance with laws of the State in which the property is located and Employer's Insurance to the limit of \$ 1,000,000.00.
 - b. Commercial General Liability Insurance affording protection for bodily injury, death, personal injury and property damage, and including coverage for contractual liability, independent contractors, completed operations and products liability with limits of not less than \$ 2,000,000.00 combined single limit per occurrence.
 - c. Comprehensive Automobile Liability Insurance, including coverage for "non-owned" automobiles, for property damage, bodily injury, including death resulting therefrom with limits of not less than \$ 1,000,000.00 for any one occurrence combined singles limit.
 - d. Owners and contractors protective liability coverage for an amount not less than \$ 1,000,000.00
3. Damage Deposit. In the event Landlord's preferred contractor is not utilized, a damage deposit in the amount of \$20,000.00 will be required prior to work commencing.
4. Impact Fees. Landlord shall pay impact fees assessed by applicable governmental authorities having jurisdiction.
5. Construction Rules. Tenant will abide by and cause its contractors, subcontractors, agents and employees to abide by rules and regulations published by Landlord from time to time, including, but not limited to, those pertaining to parking, toilet facilities, safety conduct, delivery of materials and supplies, employee egress to the Shopping Center, trash storage or collection or removal, and cooperation with Landlord's architect, general contractor and subcontractors or other agents.
6. Reasonable Easement. Landlord specifically reserves the right (and Tenant shall permit Landlord or its employees, agents or contractors reasonable access to the Premises for the purpose of exercising such right) to install, maintain, repair and replace in the ceiling

space and/or under the concrete slab in the Premises, all such electrical, plumbing, HVAC and other system components that may be required to service the Common Areas or other tenants in the Shopping Center. Adequate access panels or doors shall be incorporated into Tenant's Work for inspection, service and replacement of both Landlord and Tenant equipment.

Exhibit D

LANDLORD'S SIGN CRITERIA

These guidelines are intended to allow individuality in signage while producing a coordinated, complementary graphic image for the entire the Project.

Each tenant is required to submit their proposed sign construction drawings to the Landlord for approval prior to fabrication and installation. Such submission shall include and/or indicate the following: i) the location of the sign in relation to the storefront, ii) type and size of all lettering, iii) colors, finishes, and types of all materials, iv) wattages and light intensities, v) section through the sign to show its construction and method of attachment to the storefront, vi) name, address, and phone number of the licensed electrician that will be making the installation, vii) breaker size required to service electrical operating load.

Tenant expressly acknowledges and agrees that Landlord will not give its written consent to erect or maintain any sign on the exterior of the Leased Premises unless, in addition to meeting the requirements set forth in Article 14 of this Lease, Tenant meets the requirements listed herein:

1. On or before the Rent Commencement Date, Tenant, at its sole cost and expense, shall erect only one sign on the Leased Premises that is approved by Landlord and in accordance with the applicable zoning ordinance. It is the Tenant's responsibility to ensure that all signs and their installation meet all applicable law, codes, and ordinances set forth by the governmental bodies having jurisdiction over the Center and bear UL Approval.
2. Tenant shall be responsible for all costs associated with permitting, installation, maintenance, and removal of Tenant's signs.
3. All signs installed by Tenant shall be maintained in good and working condition. Any light bulbs shall be immediately replaced by Tenant when burned out.
4. Tenant sign shall consist of individually lighted single letters with the light source contained within each letter (no box type signs) and be fully installed and operational upon Tenant opening for business.
5. Each of said single letters shall be no more than thirty-six (36") inches in height; single letters, internally illuminated and individually lit on a raceway.
6. The entire sign shall be no wider than seventy-five (75%) percent of the width of the storefront of the Leased Premises and centered between the top and bottom of the permitted storefront sign area.
7. Sign shall be mounted to a raceway, which shall be wired in a concealed manner to a junction box installed on the rear inside face of the façade. The raceway shall not exceed 8" in height, 6" in thickness and shall not exceed the length of the sign. Color of the raceway shall match that of the building façade.
8. No roof penetrations are allowed without the prior written permission of the Landlord. No sign or any part of signs shall be permitted on or attached to the roof.
9. All sign designs must receive the written approval of Landlord prior to delivery of possession, unless Landlord's express written consent is otherwise given to deliver possession prior to such approval.

10. Flashing or moving lights, floodlights, outrigger lights, intermittent lights, lights with varying intensities or any animated signs will not be permitted.
11. Temporary, printed or painted signs on the storefront are not allowed.
12. Under-canopy signage is not permitted.

Any changes to such approved or permitted signage shall first be approved by the Landlord. Landlord may disapprove of any of Tenant's signage which it determines, in its reasonable opinion, may be undesirable to the Project. Any disapproval shall state the reason, therefore.

No other signs will be permitted.

Exhibit E

RULES & REGULATIONS

The following rules and Regulations, hereby accepted by TENANT, are prescribed by LANDLORD to enable LANDLORD to provide, maintain and operate to the best of the LANDLORD'S ability and orderly, clean and desirable Premises, Property and parking area for the tenants in the Project at as economical a cost as is reasonable possible, and to regulate conduct in and use of said Premises, Property and parking areas in such a manner as to minimize interference by others in the proper use of same by TENANT.

1. TENANT, its officers, agents, servants, employees, customers and/or invitees shall not block or obstruct any of the waste disposal areas or driveways of Property or parking areas; or place, empty or throw any rubbish, litter, trash or material of any nature into such areas, or permit such areas to be used at any time except for ingress or egress of TENANT, its officers, agents, servants, employees, patrons, licensees, customers, visitors and/or invitees.
2. Any trash dumpsters located on site at the Project are for the use of tenants to dispose of **business trash and garbage only**. They are not intended for the disposal of TENANT or employee personal trash, garbage, or refuse of any kind. No tenant has the authority or permission to grant the use of the dumpsters or disposal areas to any "outsider" for the discarding of trash, garbage, yard waste or any other kind of refuse.

Any tenant caught violating this policy shall be subject to a \$250.00 fine. Repeated violations may be cause for eviction.

Anyone noticing "outsiders" engaged in unauthorized dumping should record a tag number and write down the vehicle description and a description of the offender, then notify the Charleston Police Department at 843-720-2427 or call 911 if the nature of your concern is immediate.

DO NOT ATTEMPT TO WARN, STOP, CONFRONT OR REBUKE THE OFFENDER YOURSELF!!

TENANT, its officers, agents, servants, employees, patrons, licensees, customers, visitors and/or invitees shall not dispose or place rubbish, litter, trash or any packaging materials around or about waste disposal areas. ALL trash, rubbish, office waste or litter shall be placed into the receptacle. TENANT must breakdown all crates, boxes, etc. before placing into the waste receptacle. In no event shall TENANT set such items around or about the disposal area. Any trash, etc. that is not placed into the receptacle but found in or around the disposal area and can be identified as belonging to a particular tenant, said tenant will be charged \$25.00 as a minimum clean-up fee.

3. LANDLORD will not be responsible for any lost or stolen property, equipment, money or any article taken from Premises, Property or parking areas regardless of how or when loss occurs.
4. No additional locks shall be placed on any door or no changes are to be made to existing locks without the prior written consent of LANDLORD. LANDLORD will furnish one (1) key to each lock on doors in the Premises and LANDLORD, upon request by TENANT, will provide additional duplicate keys at TENANT'S expense. LANDLORD may at all times keep a pass key to the Premises. All keys shall be returned to LANDLORD promptly upon termination of Lease. In the event that TENANT has the locks changed by another provider besides Jantzen Lock and Safe, LANDLORD shall deduct \$65.00 from the security deposit to cover the cost of having the Premises rekeyed.
5. TENANT, its officers, agents, and/or employees shall do no painting, or wallpapering in Premises, or mark, cut into or deface any part of the Premises or Building without prior written consent of LANDLORD. Should TENANT desire to install shelving, racks, etc. that must be

affixed to an interior wall, prior written consent must be obtained by TENANT and TENANT assumes all responsibility and cost to repair any damage that may occur. If TENANT desires signal, communication, alarm or other utility or service connection to be installed or changed, such work shall be done at the expense of TENANT with the approval and direction of LANDLORD.

6. TENANT, its officers, agents, servants and/or employees shall not permit the operation of any musical or sound-producing instruments or device or allow any singing or shouting which may be heard outside Premises, Property, or parking areas, or which may emanate waves which will impair radio or television broadcasting or reception from or in the Property.
7. TENANT, its officers, agents, servants and/or employees shall, before leaving Premises unattended, close and lock all doors; damage resulting from failure to do so shall be paid by TENANT.
8. All plate and other glass now in Premises or Building which are broken through cause attributable to TENANT, its officers, agents, servants, employees, patrons, licensees, customers, visitors, and/or invitees shall be replaced by and at expense of TENANT under the direction of the LANDLORD.
9. TENANT shall give LANDLORD prompt notice of all accidents or malfunctions to air conditioning, plumbing or electrical equipment or any part of appurtenance of Premises. Failure to so notify LANDLORD of accidents or malfunctions which results in damage to the Premises or any cost to the LANDLORD may result in partial or total forfeiture of the security deposit held.
10. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign objects or substances of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by TENANT, who shall, or whose officers, employees, agents, servants, patrons, customers, licensees, visitors and/or invitees shall have caused it.
11. All contractors and/or technicians performing work for TENANT within the Premises, Building or parking areas shall be referred to LANDLORD for approval before performing such work. This shall apply to all the work including, but not limited to, installation of telephones, communications equipment, electrical devices and attachments, and all installations affecting floors, walls, windows, doors, ceilings, equipment or any other physical feature of the Premises, Property, or parking areas. None of this work shall be done by TENANT without LANDLORD'S prior written approval.
12. Glass panel doors that reflect or admit light into the building shall not be covered or obstructed by the TENANT, and TENANT shall not permit, erect and/or place drapes, furniture, fixtures, shelving, display cases or tables, lights or signs and advertising devices in front of or in proximity of interior and exterior windows, glass panels, or glass doors providing a view into the interior of the Premises unless same shall have first been approved in writing by the LANDLORD.
13. Canvassing, soliciting and peddling in the Property or parking areas is prohibited and each tenant shall cooperate to prevent the same. In this respect, TENANT shall promptly report such activities to the Property Manager's office.
14. The work of the LANDLORD'S grounds maintenance or cleaning personnel should not be hindered by TENANT at any time.

15. TENANT will be responsible for any damage to the Premises, including carpeting and flooring, as a result of rust and corrosion of file cabinets, roller chairs, metal objects or spills of any type of litter.
16. Each Tenant shall be responsible to keep and maintain their premises sanitary, clean and in a kempt condition and shall (at TENANT's sole expense) promptly exterminate any roaches, fleas, rodents or other vermin upon discovery of their presence within or around the Premises.
17. TENANT shall not install any antenna or serial wires, or radio or television equipment, or any other type of equipment inside or outside of building, without LANDLORD'S prior written approval, and upon such terms and conditions as may be specified by LANDLORD in each and every instance.
18. TENANT shall not advertise the business, profession or activities of TENANT in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto, or use the name of the Property for any purpose other than that of the business address of TENANT without LANDLORD'S express consent in writing.
19. TENANT, its officers, agents, employees, servants, patrons, customers, licensees, invitees and/or visitors shall not solicit business in the Property's parking areas or common areas, nor shall TENANT distribute any handbills or other advertising matter on automobiles parked in the Property's parking areas.
20. TENANT shall not conduct its business in such a manner as to create any nuisance or interfere with, annoy or disturb any other tenant in the Building, or the Property, or LANDLORD in its operation of the Building or Property. In addition, TENANT shall not allow its officers, agents, employees, servants, patrons, customers, licensees and/or visitors to conduct themselves in such a manner as to create any nuisance or interfere with, annoy or disturb any other tenant in the Building or Property or with LANDLORD in its operation of the Property.
21. TENANT, its officers, agents, servants and/or employees shall not install or operate any refrigerating, heating or air conditioning apparatus or carry on any mechanical operation or bring into Premises, Building, Property, or parking areas any inflammable fluids or explosives without written permission of LANDLORD.
22. TENANT, its officers, agents, servants and/or employees shall not use Premises, Building, Property, or parking areas for housing, lodging, sleeping purpose or for the cooking or preparation of food without prior written consent of the LANDLORD.
23. TENANT, its officers, agents, servants and/or employees shall not use the parking area as a storage facility for any vehicles (i.e.: trucks, trailers, boats, R.Vs, etc.) without explicit prior written approval of LANDLORD.
24. TENANT, its officers, agents, servants, employees, patrons, licensees, customers, visitors and/or invitees shall not bring into parking areas, Property, Building, or Premises or keep in the Premises any fish, fowl, reptile, insect, or animal or any bicycle or other vehicle without prior written consent of LANDLORD, service animals, wheelchairs and baby carriages excepted.
25. Neither TENANT nor any officer, agent, employee, servant, patron, customer, visitor, licensee or invitee of any TENANT shall go upon the roof of the Building without the prior written consent of the LANDLORD.
26. No work shall be done on the outside of Premises. TENANT must keep front areas broom clean at all times. TENANT shall maintain in good order the window treatments (i.e. blinds, shades,

window tinting, etc.) at all times; TENANT must remove any window treatments not in presentable condition within three (3) days of written notification by LANDLORD.

27. Any dumpsters leased and placed on site by LANDLORD may be removed by LANDLORD without prior notice. TENANT is responsible for commercial trash disposal, if applicable. Trash and water charges are subject to change without prior notice.
28. No vehicles, including, without limitation, cars trucks trailers, bicycles and motor bikes, may be parked over night or for long terms without the prior written consent of LANDLORD. LANDLORD reserves the right to tow violators at owner's expense.
29. All materials and supplies shall be stored on pallets to insure their safekeeping from water damage that could be incurred. These doors are not weather-tight and LANDLORD makes no guarantees as such. TENANTS OF THESE UNITS ACKNOWLEDGE SAME AND HOLD HARMLESS LANDLORD.
30. TENANT acknowledges and agrees that it shall not be permitted to perform any oil changes and/or auto repair work in or on the property of LANDLORD.
31. No pets shall be allowed on Hunt Club Village property or within any rental unit therein, service animals excepted.
32. All pallets and other shipping materials shall be stored within the Premises or disposed of in the dumpsters provided on site. NO STORAGE OF PALLETS OR OTHER SHIPPING MATERIALS SHALL BE PERMITTED ON THE EXTERIOR OF THE PREMISES. ANY VIOLATION SHALL BE SUBJECT TO A \$100 FINE.

Exhibit F

PROHIBITED USES

Tenant shall not use the Premises for the following "prohibited uses":

1. Use as a restaurant deriving seventy percent (70%) or more of its gross sales from the sale of prepared chicken.
2. Use as a restaurant serving alcohol for on-premises consumption and having five (5) televisions or other video display devices dedicated to showing promoted sporting events to its patrons.
3. A nail salon.
4. A general dentistry practice.

EXHIBIT G

FORM OF DECLARATION OF RENT COMMENCEMENT DATE

DECLARATION OF RENT COMMENCEMENT DATE

This **Declaration of Rent Commencement Date** is made as of November 12, 202[4], by Hunt Club Medical, LLC, a South Carolina limited liability company ("Landlord"), and Chillaxe Tobacco and Vapor 3, LLC, a South Carolina limited liability company ("Tenant"), who agree as follows:

1. Landlord and Tenant entered into a Lease Agreement dated November 11, 2024, in which Landlord leased to Tenant and Tenant leased from Landlord certain Premises described therein. All capitalized terms herein are as defined in the Lease.

2. Pursuant to the Lease, Landlord and Tenant agreed to and do hereby confirm the following matters as of the commencement of the Term:

a. the Rent Commencement Date under the Lease is March 12, 202[5];

b. the Expiration Date of the Lease is March 31, 2030,

3. Tenant confirms that:

a. it has accepted possession of the Premises as provided in the Lease;

b. all work, if any, required to be performed by Landlord under the Lease has been completed to Tenant's approval;

c. Landlord has fulfilled all its obligations to be provided to Tenant as of the date hereof;

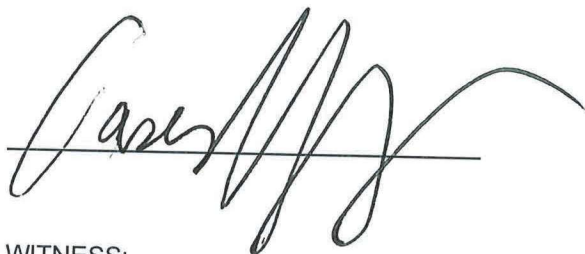
d. the Lease is in full force and effect and has not been modified, altered, or amended.

4. The provisions of this Declaration of Rent Commencement Date shall inure to the benefit of, or bind, as the case may require, the parties and their respective successors and assigns, subject to the restrictions on assignment and subleasing contained in the Lease and are hereby attached to and made a part of the Lease.

[Signature page follows]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the dates set forth below.

WITNESS:



WITNESS:

Carolina limited liability company

Angela McCanham
7275d03

LANDLORD:

Hunt Club Medical, LLC,
a South Carolina limited liability company

By: Hunt Club Medical - Adams, LLC, its Manager

By:

Franklin F. Adams, its Manager

Michaela Crow, Attorney at Law

TENANT:

Chillaxe Tobacco and Vapor 3, LLC, a South

By:

Name: Saddam M. Aldailam

Title: Owner/CEO

EXHIBIT "H"
GUARANTY OF LEASE

THIS GUARANTY OF LEASE is made as of the 13th day of November 2024, by Saddam M. Aldailam ("Guarantor") in favor of Hunt Club Medical, LLC, a South Carolina limited liability company ("Landlord").

WITNESSETH:

WHEREAS, Landlord and Chillaxe Tobacco and Vapor 3, LLC, a South Carolina limited liability company ("Tenant") have entered into a Lease Agreement (the "Lease") of even date herewith, whereby Tenant leased from Landlord, pursuant to the terms of the Lease, the Premises defined and described in the Lease (the "Premises"); and

WHEREAS, as a material consideration to Landlord leasing the Premises to Tenant, Guarantor has agreed to personally guaranty said Lease as more particularly described herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby covenant and agree as follows:

1. Guarantor hereby jointly and severally guaranties to Landlord, its successors and assigns, (i) the prompt and punctual payment by Tenant of all rents and other sums, including Landlord's attorneys' fees, owing or to become due pursuant to the terms of the Lease (and including, without limitation, Landlord's attorneys' fees and other costs of collection incurred in exercising Landlord's rights under this Guaranty) and (ii) the prompt and faithful performance by Tenant of all of the terms, covenants, agreements, conditions and obligations of the Lease.

2. Guarantor further covenants that (i) the liability of Guarantor is primary, shall not be subject to deduction for any claim of offset, counterclaim or defense which Tenant may have against Landlord, and Landlord may proceed against Guarantor separately or jointly, before, after or simultaneously with any proceeding against Tenant for default; (ii) this Guaranty shall not be terminated or impaired in any manner whatsoever by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease, by reason of summary or other proceedings against Tenant, or by reason of any extension of time or indulgence granted by Landlord to Tenant; (iii) Guarantor expressly waives any requirement of notice of nonpayment, nonperformance or nonobservance, or proof of notice or demand; (iv) this Guaranty shall be absolute and unconditional and shall remain and continue in full force and effect as to any renewal, extension, amendment, addition, assignment, sublease, transfer or other modification of the Lease; and (v) in any action or proceeding brought by Landlord against Guarantor on account of this Guaranty, Guarantor shall and does hereby waive trial by jury. All obligations and liabilities of Guarantor pursuant to this Guaranty shall be binding upon the heirs, personal representatives, successors and assigns of Guarantor. If there shall be more than one Guarantor, their liability hereunder shall in all respects be joint and several. This Guaranty shall be governed by and construed in accordance with the laws of South Carolina.

3. This Guaranty is an absolute and unconditional guaranty of payment and performance, and not of collection, without regard to the validity, regularity or enforceability of any obligation of Tenant and regardless of any law, regulation or decree now or hereafter in effect which might in any manner affect the obligations of Tenant, any rights of Landlord, or cause or permit to be invoked any alteration of time, amount, currency or manner of payment of any of the obligations hereby guaranteed.

4. Guarantors' liability hereunder shall not be affected in any manner by: (i) the release or discharge of Tenant in any receivership, bankruptcy or other proceedings; (ii) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the

enforcement of Tenant's said liability under the Lease, resulting from the operation of any present or future provisions of bankruptcy laws or other statutes or decisions of any court; (iii) the rejection or disaffirmance of the Lease in any such proceedings; (iv) the assignment or transfer of the Lease by Tenant; (v) any disability or other defense of Tenant; or (vi) the cessation from any cause whatsoever of the liability of Tenant.

5. Until and unless Tenant fully performs and observes all the covenants and conditions in said Lease on the Tenant's part to be performed and observed, Guarantor: (i) shall have no right of subrogation against Landlord on the basis of any payments or other acts of performance by Guarantor, in compliance with Guarantors' obligations hereunder; (ii) waives any right to enforce any remedy which Guarantor now has or hereafter shall have against Tenant on the basis of any one or more payment or other acts of performance in compliance with Guarantors' obligations hereunder; and (iii) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under said Lease.

6. Guarantor does hereby consent that the said Lease may be modified or extended by Landlord and Tenant, their successors and assigns, and that said Guarantor shall continue to be liable hereunder in the event of any amendment, extension or assignment of said Lease or subletting of the Premises.

7. Guarantor shall, from time to time, upon ten (10) days request by Landlord, execute, acknowledge and deliver a statement, dated currently, certifying that this Guaranty is unmodified and in full force and effect (or, if there have been modifications, that this Guaranty is in full effect as modified, and identifying such modifications), it being intended that any such statement may be relied upon by the Landlord's mortgagees or any prospective buyer of the interest of Landlord.

8. This instrument may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord. The necessary grammatical changes to effect plural or neuter shall be assumed where appropriate. The words "Guarantor", "Tenant", and "Landlord" shall include their heirs, executors, successors and assigns. This Guaranty shall inure to the benefit of Landlord and Landlord's successors and assigns. If there is more than one Guarantor, they hereby agree that the liability hereunder is joint and several.

9. Any written notices required or permitted under this Guaranty shall be made in accordance with the notice provisions set forth in the Lease. Each Guarantor's address for purposes of notice shall be the address beneath such Guarantor's signature below.

[Signature page follows]

IN WITNESS WHEREOF, each Guarantor has set their hands and seals the date first above written.

WITNESSES:

[Signature]

GUARANTOR:

[Signature] 2024

Saddam M. Aldailam
Address: 522 Silver Ridge Dr.
Greer, SC 29651

STATE OF South Carolina

COUNTY OF Greenville

I, Stacie D. Morton, a Notary Public for said County and State, do hereby
certify that Saddam M. Aldailam personally came before me this day and executed the foregoing.

WITNESS my hand and official stamp or seal, this 13 day of November, 2024.

[Signature]
[NOTARIAL SEAL] NOTARY PUBLIC

My Commission Expires: 6/14/28

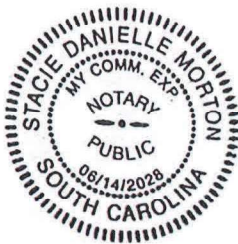


EXHIBIT J
Move Out Instructions and Guidelines for
Hunt Club Village

Please call our office at 843-941-4001 and ask for Property Management to schedule a move out inspection within 2 weeks of your final tenancy day. Electricity must remain on for the final inspection to avoid a \$500.00 fine. Before you schedule your final inspection, please ensure the list below is complete. During the final inspection if the unit is not cleaned, and any repairs completed an additional month of rent will be charged while the unit is cleaned, and repairs are being made. Additionally, your security deposit could be forfeited.

NOTE: PLEASE REPORT ANY REPAIRS THAT NEED ATTENTION IMMEDIATELY SO THE REPAIRS CAN BE SCHEDULED IN A TIMELY MANNER.

Your responsibility is to:

- If using a moving company, provide a certificate of insurance for your movers to the office.
- Replace HVAC filter(s) if not participating in Landlord's HVAC Preventative Maintenance program.
- Replace any bulbs that are not lit. After replacement if light fixture is still not working contact an electrician to repair as needed. Please make sure the office has a copy of the vendor's liability and worker's comp insurance certificates prior to any work starting.
- Make sure suite is swept clean and floors are free from all residues
- Suite is empty of all furniture, personal items, etc.
- Toilet, bathroom sink should be clean and in working condition with no leaks.
- Pallets and trash in the immediate area surrounding the suite must be removed.
- Remove all decals, logos, etc. from windows & doors.
- Arrange for any extra trash pickups you may need during your move out.
- Repair any damage to all doors both interior and exterior.
- Clean and repair all walls.
- All walls need to be a neutral color.
- Remove any specialty locks and repair any resulting damage.
- Remove all privately-owned telephone systems, computer cabling, and other communications systems.
- Remove all equipment belonging to other companies (cable boxes, modems, etc.).
- If necessary, pressure wash or clean drive aisle, concrete, and asphalt around the exterior of your building.
- Replace any blinds or window coverings that are no longer intact and not functioning properly.
- Remove all tenant signage from exterior of the building and patch / paint to match existing. Make sure exterior façade is capped where exterior signage was located.
- Return all keys to the management office including suite keys and mailbox keys.
- Forward your mail.

Forwarding Address:

Please provide any forwarding addresses to your property manager PRIOR to moving out. This is where we will mail any security deposit refund and all correspondence.

Exhibit B

Letter of Intent

Applicant Information

<i>First Name:</i> Monther	<i>Last Name:</i> Almadhrai
<i>Your Home Address:</i>	307 spectrum road summerville sc 29486
<i>Home/Cell Phone #:</i>	313-564-9252
<i>Email Address:</i>	Ameernezar@gmail.com

Property Information

Business Address: 1184 Bees Ferry Road, Suite 103 Johns Island, SC 29455

Is this your residence?

Name of Business and/or Project: 540 tobacco and vape

TMS #: 301-00-00-034

Days of Operation: 7 days a week

Hours of Operations: 9 am - 9 pm

Number of Employees: 1

Zoning District: Charleston

Please provide a detailed explanation of your proposal:

I am trying to open a tobacco and vape shop in the address (1184 bees ferry road suite 103 Johns island SC 29455) and would like to know if that would be OK it will be a shopping only there will be no smoking or vaping in the shop thank you

Signature:

Date: 11/12/2024

Office Use Only

Zoning District: Charleston

Taken in by:

TMS#: 301-00-00-034

Flood Zone:

Home Occupation: ☐ Yes ☒ No

Vacant for more than 2 years: ☐ Yes ☒ No

Overlay District: ☐ Yes ☒ No

Ingress/Egress: ☐ Private ☐ Muni ☐ County ☐ State

Name of Overlay District:

Drainage Easements: ☐ Yes ☒ No

Approved use? ☐ Yes ☐ No

Approved: ☐ Yes ☐ No *By:*

Date:

Exhibit C

This is a no-reply e-mail address. To contact us,
please send an e-mail to

tworkman@charlestoncounty.org



4045 Bridge View Drive
North Charleston, SC 29405
Phone: (843) 202-7200
Fax: (843) 202-7222

Permit

Permit #. **ZONE-11-24-21013**

Permit Type: **Zoning Permit**

Work Class: **Bldg. - Commercial**

Permit Status: **ACTIVE**

Issue Date: **11/13/2024**

Expires:

ZONING PERMIT APPLICATION: ZonA-11-24-06920

Project Address	Parcel Number	District
1184 BEES FERRY RD, 103 UNIT JOHNS ISLAND, SC 29455	3010000809	St. Andrews PSD/SAPP
	Flood Zone: AE - 9	Tax District #: T.D. 6-2

Applicant Information	Address	Phone	Cell
MONTHER ALMADHRAHI		(313) 564-9292	

Contractor(s)	Address	Phone	Contractor Type

Invoice #	Paytype	Total Fees	Amount Paid	Amount Due
01208961	Credit Card	\$50.00	\$50.00	\$0.00

Proposed Construction / Details

ZONING APPROVAL FOR UPFIT OF SUITE 1043 "540 TOBACCO AND VAPE". A RETAIL ESTABLISHMENT ONLY. HOURS OF OPERATION 9AM-9 PM 7 DAYS A WEEK WITH ONE EMPLOYEE. AFTER UPFIT WORK IS COMPLETED. SEND COPY OF C.O. TO Z/P TO ESTABLISH THE BUSINESS. BUSINESS LICENSE REQUIRED. ANY NEW SIGNAGE WILL REQUIRE SEPARATE ZONING REVIEW AND APPROVAL.

Valuation: **\$0.00**

Total Sq Ft: **0.00**

THIS WORK WILL BE DONE BY ME, THE OWNER, BY MEMBERS OF MY IMMEDIATE FAMILY OR BY A FULL TIME REGULAR EMPLOYEE NOT HIRED FOR THIS PARTICULAR JOB. WORK DONE BY OTHER THAN ABOVE IS A VIOLATION OF THE LAW AND WOULD VOID THIS PERMIT AND COULD RESULT IN PROSECUTION.

IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT THE APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE A PRIVILEGE TO VIOLATE THE ORDINANCES OF THE COUNTY OF CHARLESTON; AND THAT ANY ALTERATION OR CHANGE FROM THIS APPLICATION WITHOUT THE APPROVAL OF THE BUILDING OFFICIAL SHALL CONSTITUTE SUFFICIENT GROUNDS FOR THE REVOCATION OF ANY PERMIT. THIS PERMIT IS EXPRESSLY CONDITIONED UPON THE ACCURACY OF THE INFORMATION SUBMITTED BY THE APPLICANT. PERMIT WORK WILL BE VOIDED IF WORK IS NOT STARTED WITHIN SIX (6) MONTHS OR IF WORK IS STOPPED FOR A PERIOD OF SIX (6) MONTHS.

DATE: 11/13/2024

SIGNATURE OF OWNER, CONTRACTOR, AGENT

Joel H. Evans

APPROVED BY: PLANNING OFFICIAL

Exhibit D

From: Andrea Melocik-White <AMWhite@charlestoncounty.org>
Sent: Tuesday, January 7, 2025 3:24 PM
To: Jack Coupland <jcoupland@adamspropgroup.com>
Cc: Joel Evans <JEvans@charlestoncounty.org>; Ronda Williams <RWilliams@charlestoncounty.org>
Subject: Proposed Vape Shop - Hunt Club Commercial Development

You don't often get email from amwhite@charlestoncounty.org. [Learn why this is important](#)

Hi Mr. Coupland,

It was nice speaking with you today. As we discussed, per the Council approval of the most recent Hunt Club Planned Development Zoning District amendment, vape shops (considered tobaccoconists) are not allowed. Attached, please find the following documentation:

- Letter from Rob Wilson, applicant for the most recent Hunt Club PD amendment, and Calvin Nester requesting removal of several uses, including tobaccoconists, from their PD amendment application;
- Adoption ordinance for the most recent Hunt Club PD amendments (note it lists only allowed uses); and
- The PD amendments submitted as part of the original application for these amendments in March of 2021 (see the list of allowed uses on page 27 – it includes tobaccoconists, one of the uses which was ultimately removed upon Council approval of the application).

Please contact us with any questions.

Kind regards,

Andrea N. Melocik-White

Andrea N. Melocik-White, AICP

Deputy Director, Charleston County Zoning & Planning Department

4045 Bridge View Drive

North Charleston, SC 29405

(843) 202-7219/202-7218 (fax)

amwhite@charlestoncounty.org



Exhibit E

AN ORDINANCE

REZONING THE REAL PROPERTIES LOCATED AT 1200-1310 WHITE TAIL PATH, 1400-1570 GATOR TRAK, 600-1069 HUNT CLUB RUN, 1200-1224 PALUSTRINE CT, 1200-1234 WALLEY CORNER, 1050-1080 SHIPTON CT, 1400-1480 SAINT HUBERT WAY, 1100-1160 IDBURY LN, 1400-1460 TEABERRY PATH, 1400-1559 BROCKENFELT DR, 2000-2110 SYREFORD CT, 800-875 BIBURY CT, 1100-1199 QUICK RABBIT LOOP, 1260 & 1198 BEES FERRY RD, FROM HUNT CLUB PLANNED DEVELOPMENT ZONING DISTRICT (PD-73C), TO HUNT CLUB PLANNED DEVELOPMENT ZONING DISTRICT (PD-73E).

WHEREAS, the properties located at 1200-1310 White Tail Path, 1400-1570 Gator Trak, 600-1069 Hunt Club Run, 1200-1224 Palustrine Ct, 1200-1234 Walley Corner, 1050-1080 Shipton Ct, 1400-1480 Saint Hubert Way, 1100-1160 Idbury Ln, 1400-1460 Teaberry Path, 1400-1559 Brockenfelt Dr, 2000-2110 Syreford Ct, 800-875 Bibury Ct, 1100-1199 Quick Rabbit Loop, 1260 & 1198 Bees Ferry Rd, identified as parcel identification number 286-00-00-043, 286-00-00-001 through -068, 286-00-00-070 through -297, 286-00-00-299 through -381, 301-00-00-006, 301-00-00-034, 301-00-00-544, 301-00-00-682, and 301-00-00-698, are currently zoned Hunt Club Planned Development Zoning District (PD-73C), *Hunt Club PD*; and

WHEREAS, the applicant seeks to rezone to Hunt Club Planned Development Zoning District (PD-73E); and

WHEREAS, the applicant has submitted a complete application for PD Development Plan approval pursuant to Article 4.23 of the Charleston County Zoning and Land Development Regulations (ZLDR); and

WHEREAS, the Charleston County Planning Commission reviewed the proposed PD Development Plan and adopted a resolution, by majority vote of the entire membership, recommending that the Charleston County Council ("County Council") disapprove the proposed development plan based on the Approval Criteria of Section 4.23.9.E.9 of the ZLDR; and

WHEREAS, upon receipt of the recommendation of the Planning Commission, County Council held at least one public hearing, and after close of the public hearing, County Council approved with conditions the proposed PD Amendments based on the Approval Criteria of Section 4.23.9.E.9 of Article 4.23 of the ZLDR;

WHEREAS, County Council has determined the PD Development Plan meets the following criteria:

- A. The PD Development Plan complies with the standards contained in Article 4.23 of the ZLDR; and
- B. The development is consistent with the intent of the Charleston County Comprehensive Plan and other adopted policy documents; and
- C. The County and other agencies will be able to provide necessary public services, facilities, and programs to serve the development proposed, at the time the property is developed.

NOW, THEREFORE, be ordained it by Charleston County Council, in meeting duly assembled, finds as follows:

SECTION I. FINDINGS INCORPORATED

The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

SECTION II. REZONING OF PROPERTIES

A. Rezoning the real properties located at 1200-1310 White Tail Path, 1400-1570 Gator Trak, 600-1069 Hunt Club Run, 1200-1224 Palustrine Ct, 1200-1234 Walley Corner, 1050-1080 Shipton Ct, 1400-1480 Saint Hubert Way, 1100-1160 Idbury Ln, 1400-1460 Teaberry Path, 1400-1559 Brockenfelt Dr, 2000-2110 Syreford Ct, 800-875 Bibury Ct, 1100-1199 Quick Rabbit Loop, 1260 & 1198 Bees Ferry Rd, from Hunt Club Planned Development Zoning District (PD-73C), to Hunt Club Planned Development Zoning District (PD-73E); and

B. The PD Development Plan submitted by the applicant and identified as the "Hunt Club Community Planned Development PD-73E Guidelines" submitted March 31, 2021, including the conditions of approval attached thereto as Exhibit "A" and made part of this Ordinance by reference, approved by County Council as Planned Development 73E or PD-73E, is incorporated herein by reference, and shall constitute the PD Development Plan for the parcels identified above; and

C. Any and all development of PD-73E must comply with the PD Development Plan, ZLDR, and all other applicable ordinances, rules, regulations, and laws; and

D. The zoning map for parcel identification numbers 286-00-00-043, 286-00-00-001 through -068, 286-00-00-070 through -297, 286-00-00-299 through -381, 301-00-00-006, 301-00-00-034, 301-00-00-544, 301-00-00-682, and 301-00-00-698 are amended to PD-73E in accordance with Section 4.23.10 of Article 4.23 of the ZLDR.

SECTION III. SEVERABILITY

If, for any reason, any part of this Ordinance is invalidated by a court of competent jurisdiction, the remaining portions of this Ordinance shall remain in full force and effect.

SECTION IV. EFFECTIVE DATE

This Ordinance shall become effective immediately upon approval of County Council following third reading.

ADOPTED and APPROVED in meeting duly assembled this September 28, 2021.

CHARLESTON COUNTY COUNCIL

By: _____
Teddie E. Pryor, Sr.
Chairman of Charleston County Council

ATTEST:

By: _____
Kristen L. Salisbury
Clerk of Charleston County Council

First Reading: August 31, 2021
Second Reading: September 14, 2021
Third Reading: September 28, 2021

EXHIBIT "A"
PD-73E CONDITIONS OF APPROVAL

Approval with the following conditions:

1. Add the following land uses as allowed uses for the commercial portion of TMS# 301-00-00-034 and not for the other commercial properties in the PD or the residential portion of TMS# 301-00-00-034:
 - a. DAY CARE SERVICES
 - i. Adult Day Care Facilities
 - ii. Child Day Care Facilities, including Group Day Care Home or Child Care Center
 - b. EDUCATIONAL SERVICES
 - i. Personal Improvement Education, Professional tutorial Education, including Fine Arts
 - ii. Schools or Automobile Driving Schools
 - c. HEALTH CARE SERVICES
 - i. Medical Office or Outpatient Clinic, including Psychiatrist Offices, Chiropractic Facilities, or Ambulatory Surgical Facilities, orthodontia, dental
 - ii. Health Care Laboratories, including Medical Diagnostic or Dental Laboratories
 - d. ANIMAL SERVICES
 - i. Kennel
 - ii. Pet Stores or Grooming Salons
 - iii. Veterinarian Services
 - e. FINANCIAL SERVICES
 - i. Banks
 - ii. Financial Services
 - f. FOOD SERVICES AND DRINKING PLACES
 - i. Restaurant, Fast Food, including Snack or Nonalcoholic and alcoholic Beverage Bars
 - ii. Restaurant, General, including Cafeterias, Diners, Delicatessens, or Full-Service Restaurants
 - g. OFFICES
 - i. Administrative or Business Office, including Bookkeeping Services, Couriers, Insurance Offices, Personnel Offices, Real Estate Services, Secretarial Services or Travel Arrangement Services
 - ii. Government Office

- iii. Professional Office, including Accounting, Tax Preparation, Architectural, Engineering, or Legal Services
- h. RENTAL AND LEASING SERVICES
 - i. Consumer Goods Rental Centers
 - ii. Consumer Goods Rental Service, including Electronics, Appliances, Formal Wear, Costume, Video or Disc, Home Health Equipment, Recreational Goods, or other Household Items
- i. RETAIL SALES
 - i. Building Materials or Garden Equipment and Supplies Retailers
 - ii. Hardware Stores
 - iii. Home Improvement Centers
 - iv. Garden Supplies Centers
 - v. Outdoor Power Equipment Stores
 - vi. Paint, Varnish, or Wallpaper Stores
 - vii. Food Sales, including Grocery Stores, Meat Markets or Butchers, Retail Bakeries, or Candy Shops
 - viii. Beer or Wine Sales
 - ix. Retail Sales or Services, General
 - x. Art, Hobby, Musical Instrument, Toy, Sporting Goods, or Related Products Store
 - xi. Clothing, Piece Goods, Shoes, Jewelry, Luggage, Leather Goods or Related Products Store
 - xii. Drug Stores or Pharmacies
 - xiii. Duplicating or Quick Printing Services
 - xiv. Electronics, Appliance, or Related Products Store
 - xv. Florist
 - xvi. Furniture, Cabinet, Home Furnishings, or Related Products Store
 - xvii. Private Postal or Mailing Service
 - xviii. Retirement Housing
 - xix. Independent & Assisted Living
 - xx. Religious, Civic, Professional and Similar Organizations
 - xxi. Business, Professional, Labor or Political Organizations
 - xxii. Social or Civic Organizations

xxiii. Religious Assembly

2. Prohibit gas stations/convenience stores on TMS# 301-00-00-034.
3. For the commercial portion of TMS# 301-00-00-034: Where retail development areas utilize shared parking and shared access easements and parking area or drive aisle is adjacent to and internal to the commercial development area, individual commercial parcels shall be exempt from the provisions of ZLDR 9.5.3.A (requires buffers around drives and parking and other vehicular use areas). When perimeter parking is adjacent to a non-retail use, perimeter landscaping shall be required pursuant to ZLDR 9.5.3.A.
4. No other amendments apply.

Exhibit F



Stantec Consulting Services Inc.
4969 Centre Pointe Drive Suite 200, North Charleston SC 29418-6952

March 24, 2021
File: 178421002

Andrea Melocik
Charleston County Planning Department
4045 Bridge View Drive
North Charleston, South Carolina 29405

Reference: Hunt Club Planned Development – Amendment Submittal

Dear Ms. Melocik,

On behalf of our client, Verus Development Partners, and the owner of the parcel, Hunt Club Properties, Stantec is pleased to submit the enclosed documentation and request placement on the May 10th Planning Commission Meeting for the Planned Development (PD) Amendment for the Hunt Club PD (PD-73-C) located at the intersection of Bees Ferry Road and Hunt Club Run. Included with this submittal are the following items:

1. Project narrative – this cover letter
2. Original Signed Rezoning Application
3. Copy of the Recorded Plat
4. Current, recorded deed
5. Authorization from the Property Owner
6. Restrictive Covenant Affidavit
7. Hold Harmless Agreement
8. Official HOA Meeting documentation
9. Application Fee
10. One digital and one paper Copy of the PD Amendment requests
11. Sketch Plan for Commercial Development
12. Aerial with Sketch Plan overlay

The requested amendment is needed to allow additional uses to the commercial portions of the development. This PD does not intend on changing or modifying the residential part of the development plan, however the uses in the PD for commercial development. The list of uses is to limited from what is typical for a commercial development at the entrance to a 505 single family community in West Ashley.

Typical commercial uses that help supply goods and services to residential neighborhoods are small restaurants, day care facilities, medical clinics, dentists, veterinarian, to name a few. All these uses are currently not allowed per the current PD. The purpose of this PD amendment is to provide commercial services and retail needs that support the residents of Hunt Club and the surrounding area.

A complete list of proposed uses that the client and property owner has been included within the red lines copy of the PD, submitted with this package, see page 4 of the .pdf document. The wording here

Reference: Hunt Club Planned Development – Amendment Submittal

is straight from the current ZRLD in an effort to avoid any confusion or misinterpretation in the future. This is the first and most significant amendment to the PD that is requested.

The second amendment would be to allow the developer of the commercial properties to subdivide the commercial development while not having to provide the required exterior parking lot planting buffer along these property lines. The concept of the commercial development would be to design a homogeneous development with share parking, drive aisle and pedestrian access, while allowing separate ownership of the buildings. If the exterior parking lot landscaping were to remain, this would put a hardship on the development and would result in a loss of parking. Exterior landscaping is still proposed and would be implemented, in addition, interior landscaping will be provided to create a welcoming retail complex.

The last Amendment request would be to allow service stations/gas stations to be situated such that the pump along canopy faces Bees Ferry Road. This is a common practice and is more desirable for potential clients. Buffering along Bees Ferry road would remain and would improve with supplemental plantings. If requested by the County, short masonry walls could be included in the design. Additional, greater detail in the architecture of the station building and canopy will be incorporated to enhance the street corner.

On behalf of our client and the property owner, your review of this application is greatly appreciated. If you should have any further questions, need additional information, or would like to set up a meeting to discuss, please do not hesitate to call. Thank you in advance for your time.

Regards,

Stantec Consulting Services Inc.



Josh Lilly, P.E.
Project Manager

Phone: 843-740-6357
Josh.lilly@stantec.com

ZONING CHANGE APPLICATION



Zoning/Planning
Department
Lonnie Hamilton, III
Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405
(843) 202-7200
1-800-524-7832
Fax: (843) 202-7222

CASE _____ PD _____

PROPERTY INFORMATION

CURRENT DISTRICT _____ REQUESTED DISTRICT _____

PARCEL ID(S) 301-00-00-034

CITY/AREA OF COUNTY Charleston County

STREET ADDRESS 1198 Bees Ferry Road Charleston SC 29414 ACRES 340

DEED RECORDED: BOOK K428 PAGE 691 DATE 12/6/2002

PLAT RECORDED: BOOK L15 PAGE 0452 DATE 9/8/2015 APPROVAL # _____

APPLICANT—OWNER—REPRESENTATIVE

APPLICANT Verus Development Partners (Rob Wilson) HOME PHONE _____

MAIL ADDRESS 350 Seacoast Parkway WORK PHONE _____

CITY, STATE, ZIP Mount Pleasant CELL PHONE 843-532-2161

SC 29464 EMAIL Rob@VerusDP.com

OWNER Hunt Club Properties, LLC HOME PHONE _____

(IF OTHER THAN APPLICANT)

MAIL ADDRESS 4770 Summit Plantation Road WORK PHONE 843-889-3200

CITY, STATE, ZIP Hollywood SC 29449 CELL PHONE _____

EMAIL Russ Nestel @ msn.com

REPRESENTATIVE _____ HOME PHONE _____

(IF OTHER THAN APPLICANT)

MAIL ADDRESS _____ WORK PHONE _____

CITY, STATE, ZIP _____ CELL PHONE _____

EMAIL _____

CERTIFICATION

This application will be returned to the applicant within fifteen (15) business days if these items are not submitted with the application or if any are found to be inaccurate:

- ✓ Copy of Approved and Recorded Plat showing present boundaries of property
- ✓ Copy of Current Recorded Deed to the property (Owner's signature must match documentation.)
- ✓ Copy of Signed Restricted Covenants Affidavit
- ✓ Copy of Signed Posted Notice Affidavit
- ✓ Fee \$150.00 plus \$10.00 per acre (Fees vary for Planned Developments.)

Verus Development Partners (Rob Wilson)

I (we) certify that _____ is the authorized representative for my (our) zoning change request. I also accept the above requirements for submitting my zoning change application. To the best of my knowledge, all required information has been provided and all information is correct.

[Signature]
Signature of Owner(s)

3/24
Date

[Signature]
Signature of Applicant/ Representative (if other than owner)

3/17/21
Date

Planner's Signature

Date

Zoning Inspector's Signature

Date

OFFICE USE ONLY

Amount Received _____ Cash ? ☐ Check? ☐ # _____ Invoice Number _____

Mar 25 2021

REFERENCE ID: 740885

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

LIMITED LIABILITY COMPANY
ANNUAL REPORT
FOR THE YEAR OF 2003

FILED

MAR 20 2003

Mark Hammond
SECRETARY OF STATE ⁵

TYPE OR PRINT CLEARLY IN BLACK INK

The South Carolina Limited Liability Company or Foreign Limited Liability Company hereby delivers to the Secretary of State its annual report which information is current as of the date of this report. This annual report is being filed in conformity with Section 33-44-211 of the 1976 South Carolina Code of Laws, as amended.

1. Name of the limited liability company:

HUNT CLUB PROPERTIES, LLC

[] Check this box if no information has changed since the filing of the original articles of organization or the most recently filed annual report.

2. The company's taxable year end: 12/31 *(see #3 under filing instructions)
(This must be completed)

3. Check the appropriate box. The applicant is:

- a. ☒ A limited liability company organized under the laws of South Carolina, (a domestic limited liability company).
- b. [] A foreign limited liability company organized in another state or jurisdiction qualified to transact business in South Carolina. This foreign limited liability company is organized under the laws of _____

4. (a) The street address of the current designated office in South Carolina is:

1901 ASHLEY RIVER RD, SUITE 7B
Street Address

CHARLESTON
City

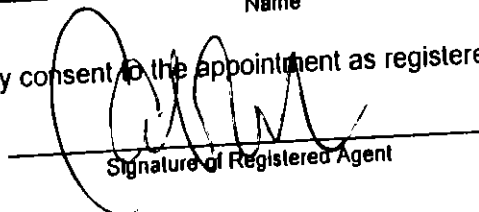
CHARLESTON
County

29407
Zip Code

- (b) The name of the company's current agent for service of process is:

CALVIN R. NESTER
Name

I hereby consent to the appointment as registered agent


Signature of Registered Agent

- (c) The street address of the current agent for service of process in South Carolina is:

1901 ASHLEY RIVER RD, STE. 7B
Street Address

CHARLESTON
City

CHARLESTON
County

29407
Zip Code

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

Mar 25 2021

REFERENCE ID: 740885

HUNT CLUB PROPERTIES LLC
Name of Limited Liability Company

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

5. The address of the limited liability company's principal office is:

1901 ASHLEY RIVER RD, STE. 7-B
Street Address
CHARLESTON CHARLESTON 29407
City County Zip Code

6. ☐ Check this box only if the company has managers. If the company has managers, list the names and business addresses of the managers.

a. _____ Name
_____ Business Address
_____ State _____ Zip Code
City

b. _____ Name
_____ Business Address
_____ State _____ Zip Code
City

c. _____ Name
_____ Business Address
_____ State _____ Zip Code
City

d. _____ Name
_____ Business Address
_____ State _____ Zip Code
City

Date _____

Calvin R. Nester
Signature

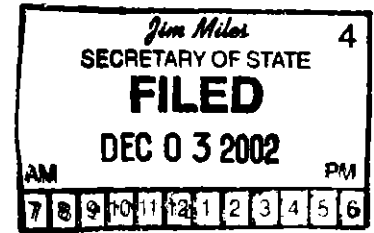
Calvin R. Nester
Name Capacity

Mar 25 2021

REFERENCE ID: 740885

ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA



TYPE OR PRINT CLEARLY IN BLACK INK

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to § 33-44-202 and § 33-44-203 of the 1976 South Carolina Code, as amended

1 The name of the limited liability company which complies with § 33-44-105 of the South Carolina Code of 1976, as amended is: **Hunt Club Properties, LLC.**

2 The office of the initial designated office of the limited liability company in South Carolina is:

1901 Ashley River Road, Suite 7B

Street Address

Charleston

City

Charleston

County

29407

Zip Code

3 The initial agent for service of process of the limited liability company at that office is:

Calvin R. Nester

Name

Signature

and the street address in South Carolina for this initial agent for service of process is:

1901 Ashley River Road, Suite 7B

Street address

Charleston

City

29407

Zip Code

4 The name and address of each organizer is:

(a) **Calvin R. Nester**

Name

(843) 763-2732

Telephone Number

1901 Ashley River Road

Street Address

Charleston

City

South Carolina

State

29407

Zip Code

5 ☒ Check this box only if the company is to be a term company. If so, provide the term specified:

December 31, 2052

Mar 25 2021

REFERENCE ID: 740885

Hunt Club Properties, LLC

NAME OF LIMITED LIABILITY COMPANY


SECRETARY OF STATE OF SOUTH CAROLINA

Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each initial manager:

- a. **Calvin R. Nester** **(843) 763-2732**
Name Telephone Number
1901 Ashley River Road, Suite 7B **Charleston**
Street address City
South Carolina **29407**
State Zip Code
- b. **Willie Frazier, Sr.** **(843) 556-5029**
Name Telephone Number
4983 County Line Road **Ravenel**
Street address City
South Carolina **29470**
State Zip Code

7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under Section 33-44-303(c). If one or more members are so liable, specify which members and for which debts, obligations or liabilities such members are liable in their capacity as members.

If any current or future member or manager of the LLC enters into any guaranty of, or otherwise agrees to be personally liable for, any or all of the LLC's debts or obligations (the "guaranty"), this guaranty shall not be invalid, nonbinding and/or unenforceable due to the fact that these Articles of Organization do not include a statement regarding that member's or manager's individual guaranty.

8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time:

NO DELAYED DATE

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

Mar 25 2021

REFERENCE ID: 740885

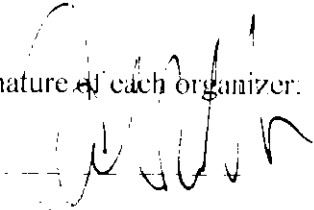
Hunt Club Properties, LLC

NAME OF LIMITED LIABILITY COMPANY


SECRETARY OF STATE OF SOUTH CAROLINA


Set forth any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement.

10 Signature of each organizer:

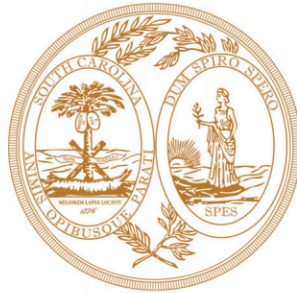


Calvin R. Nester

(Add additional lines if necessary)

Date:  12/3/02

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

HUNT CLUB PROPERTIES, LLC, a limited liability company duly organized under the laws of the State of South Carolina on December 3rd, 2002, with a duration that is until December 31st, 2052, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. 33-44-809, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 25th day
of March, 2021.

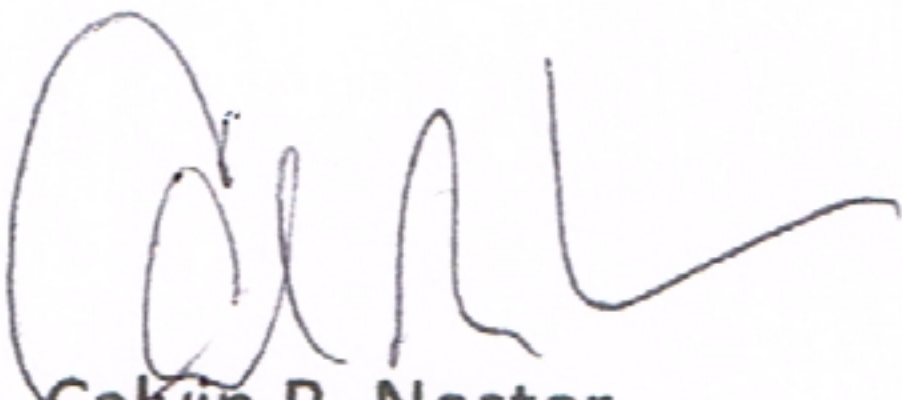

Mark Hammond, Secretary of State

March 26, 2021

To whom it may concern,

Hunt Club Properties, LLC, both Owner and Declarant of the Hunt Club Commercial properties, has received and reviewed the Hunt Club Development Amendment submittal prepared by Stantec Consulting Services Inc, on behalf of Verus Development partners and supports the proposed changes to the commercial portions of the community. Please note that the applicable property is not currently subjected to the Hunt Club Home Owner's Association Charter and it is not anticipated that it ever will be.

If additional information for the Hunt Club Properties, LLC is required, please do not hesitate to contact me.



Calvin R. Nester

Hunt Club Properties, LLC

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT **CIS/BEES FERRY ASSOCIATES**, a South Carolina general partnership ("Grantor") in the State aforesaid in consideration of the sum of **ONE MILLION FOUR HUNDRED FIFTY THOUSAND AND 00/100 (\$1,450,000.00)**, to the said Grantor in hand paid at and before the sealing of these presents by **HUNT CLUB PROPERTIES, LLC**, a South Carolina limited liability company ("Grantee") in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said **HUNT CLUB PROPERTIES, LLC**, a South Carolina limited liability company, the following described property:

ALL that certain piece, parcel or tract of land, situate, lying and being on Bees Ferry Road in West St. Andrews Parish, Charleston County, South Carolina, containing Five Hundred Twenty and 26/100 (520.26) acres, more or less, being shown and designated as Tract C on a plat prepared by David & Floyd, Inc., dated April 1987 and recorded in Plat Book BM, page 162, RMC Office for Charleston County, S.C. having such size, shape, dimensions, buttings and boundings as reference to said plat will more fully be shown.

SAVING AND EXCEPTING THE FOLLOWING:

Parcel 1:

ALL that certain piece, parcel or tract of land situate, lying and being in the St. Andrews Parish, Charleston County, South Carolina, containing 23.498 acres, more or less, and being further shown and described as HUNT CLUB, PHASE I, on a plat entitled "Plat Showing The Subdivision of Phase I Hunt Club From Tract C Property of Georgia Pacific Investment Company Bees Ferry Road, Charleston County, South Carolina" dated June 29, 1999 and prepared by A.H. Schwacke, III R.L.S. South Carolina Registration Number 13855, said plat being recorded in Plat Book ED, Page 340, RMC Office for Charleston County, S.C.

Parcel 2:

ALL that certain piece, parcel or tract of land, situate, lying and being in St. Andrews Parish, Charleston County, South Carolina containing 20.354 acres, more or less, and being further shown and described as PHASE II, on a plat entitled "PLAT SHOWING THE COMBINATION OF PHASE I AND PHASE II TO BE KNOWN AS LOT PHASE I OF RAINBOW DEVELOPMENT, LLC, Bees Ferry Road, St. Andrews Parish, Charleston County, S.C." dated July 19, 2000, revised July 21, 2000 prepared by A.H. Schwacke, III RLS SCR N 13855,

said plat being recorded in Plat Book EE, Page 191, RMC Office for Charleston County, S.C.

Parcel 3:

ALL AND SINGULAR all that certain piece, parcel or tract of land, situate, lying and being in St. Andrews Parish, Charleston County, South Carolina, containing **20.652 acres of highland and 4.08 acres of wetlands**, more or less, and being further shown and described as **HUNT CLUB, PHASE III**, on a plat entitled "*Plat Showing The Combination of Phase I, II & III Hunt Club to be known as Lot Phase I 62.117 Ac Property of Rainbow Development, LLC, Bees Ferry Road, St. Andrews Parish, Charleston County, South Carolina*" dated April 16, 2001, revised April 20, 2001, April 30, 2001 and further revised May 9, 2001 prepared by A.H. Schwacke, III, R.L.S., South Carolina Registered Number 13855, said plat being recorded on May 11, 2001 in Plat Book EE, at page 810, RMC Office for Charleston County, South Carolina.

Parcel 4:

ALL AND SINGULAR all that certain piece, parcel or tract of land, situate, lying and being in St. Andrews Parish, Charleston County, South Carolina, containing **21.749 acres of highland and 4.58 acres of wetlands**, more or less, and being further shown and described as **HUNT CLUB, PHASE IV**, on a plat entitled "*Plat Showing Phase IV Hunt Club Property of Rainbow Development, L.L.C. Bees Ferry Road St. Andrews, Charleston County, South Carolina*" dated January 28, 2002, revised March 6, 2002, prepared by A.H. Schwacke, III, R.L.S., South Carolina Registered Number 13855, said plat being recorded on March 8, 2002 in Plat Book EE, at page 444, RMC Office for Charleston County, South Carolina.

Parcel 5:

ALL AND SINGULAR all that certain piece, parcel or tract of land, situate, lying and being in St. Andrews Parish, Charleston County, South Carolina, containing 10.000 Ac. more or less, and being further shown and described as "**TRACT A, 10.000 Ac., 435800 S.F.**" on that certain plat entitled "*SUBDIVISION PLAT OF PROPERTY OWNED BY CIS/BEES FERRY ASSOCIATES LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, S.C*" dated February 15, 1995, revised March 10, 1995, prepared by Forsberg Engineering & Surveying, Inc., said plat being recorded March 14, 1995 in Plat Book EA, Page 468, RMC Office for Charleston County, South Carolina.

Parcel 6:

ALL AND SINGULAR all that certain piece, parcel or tract of land, situate, lying and being in St. Andrews Parish, Charleston County, South Carolina, containing 2.640 Ac. more or less, and being further shown and described as **"TRACT B, 2.640 Ac., 114,998 SQ FT"** on that certain plat entitled *"SUBDIVISION PLAT OF PROPERTY OWNED BY CIS/BEES FERRY ASSOCIATES LOCATED ON BEAR SWAMP ROAD ST. ANDREWS PARISH, CHARLESTON COUNTY, S.C"* dated April 4, 1996, prepared by Forsberg Engineering & Surveying, Inc., said plat being recorded April 19, 1996 in Plat Book EB, Page 80, RMC Office for Charleston County, South Carolina.

The above property is being conveyed subject to the matters set forth on Exhibit "A" attached hereto and incorporated by reference hereof.

BEING a portion of that property conveyed to Grantor herein by Deed of H. Brown Hamrick , Thomas E. Myers, Jr., Charles R. Hipp, Sr., H.E. Igoe, Jr., Canal Investment Society and CSA Company dated April 26, 1988 and recorded April 27, 1988 in Book F-174, Page 361, RMC Office for Charleston County, S.C.

For reference see TMS: 301 - 00-00 - 034

Grantee's Address: 1901 Ashley River Road
Suite 7B
Charleston, SC 29407

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, the Grantee's Heirs, Successors and Assigns forever.

AND the said Grantor does hereby bind Grantor and Grantor's Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, the Grantee's Heirs, Successors and Assigns, against Grantor and Grantor's Heirs, Successors and Assigns lawfully claiming, or to claim the same or any part thereof.

WITNESS Grantor's Hand and Seal, this 5th day of December 2002 the year of our Lord two thousand and two and in the two hundred and twenty-sixth year of the Sovereignty and Independence of the United States of America.

WITNESSES:

CIS/BEES FERRY ASSOCIATES *
a South Carolina general partnership

By: Canal Investment Society, L.P.
Its: Managing General Partner
By: CSI, Group, Inc., its Manager

Sharon C. Smith

By: Brad J. Dusenbury
Brad J. Dusenbury, Vice President

Debbie B. Robinson

By: Karen M. Godfrey
Karen M. Godfrey, Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

THE FOREGOING instrument was acknowledged before me this 5th day of December 2002 by CIS/BEES FERRY ASSOCIATES, a South Carolina general partnership By: Canal Investment Society, L.P., Its: Managing General Partner, By: CSI, Group, Inc., its Manager By: Brad J. Dusenbury, Vice President and Karen M. Godfrey, Secretary.

Debbie B. Robinson (SEAL)
Notary Public for South Carolina
Commission Expires: 4-5-2003

EXHIBIT "A"**Permitted Exception**

1. Ad valorem taxes for the current year.
2. Any rollback taxes on said property conveyed herein.
3. Any covenants, conditions, restrictions, easements, rights-of-way or other matters of record.
4. Matters that would be disclosed by a current survey or physical inspection of the property.
5. Any zoning and other governmental regulations.
6. Limitations on use imposed by the applicable provisions of Title 48, Chapter 39, Code of Laws of South Carolina, 1976, as amended, entitled Coastal Tidelands and Wetlands, and the authority of South Carolina Coastal Council in "critical areas" as defined in said Chapter 39, and the rules and regulations promulgated pursuant to said Act.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred **BY** CIS/Bees Ferry Associates **TO** Hunt Club Properties, LLC **ON** December 5, 2002.
3. Check one of the following: **The DEED is**
 - (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (exemption #) (Explanation, if required) (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 1,450,000.00
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES _____ or NO _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) \$1,450,000.00 the amount listed in item 4 above
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) \$1,450,000.00 Subtract Line 6(b) from Line 6(a) and place the results.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Closing Attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Grantor, Grantee, or Legal Representative
connected with this transaction

Print or Type Name Here

William Bokko, Jr.

SWORN to before me this 5th
day of December 2002

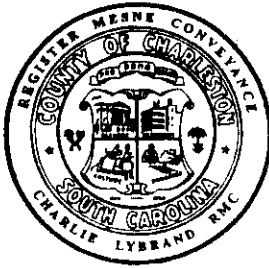
[Signature] (SEAL)

Notary Public for South Carolina
My Commission Expires: My commission expires October 27, 2009

BK K 428PG697

RECORDER'S PAGE

This page Must remain with
the original document.



Nelson Mullins Riley & Scarborough
POST OFFICE BOX 1806
CHARLESTON, S.C. 29402

Recording

Fee 12.00

State

Fee 3770.00

County

Fee 1595.00

Postage _____

TOTAL 5377.00

(3) A

FILED

K428-691

2002 DEC -6 PM 1:43

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LMG

DATE 12/16/02

RECEIVED FROM RMC

DEC 16 2002

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR



Joel H. Evans, PLA, AICP
Zoning/Planning Director

843.202.7200
1.800.524.7832
Fax: 843.202.7222
Lonnie Hamilton, III
Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405-7464

POSTED NOTICE AFFIDAVIT

This Affidavit must be filled out and signed by all owner(s) of the subject parcel(s)

I, Calvin R. Nester, have reviewed §3.1.6(B)(2), Posted Notice on
[Print Name(s)]

the back of this affidavit and understand that a sign(s) will be posted on

Parcel Identification Number(s)

301-00-00-034, located at (address)

1198 Bees Ferry Road Charleston SC 29414, at least 15 calendar days prior to the
public hearing date for which my request is scheduled.

I also understand that once the notice has been posted, the owner(s) of the subject property are responsible for notifying the Zoning/Planning Department in writing if the Posted Notice is removed or damaged prior to the public hearing, meeting or date of action that is the subject of the notice. Failure to notify the Zoning/Planning Department in writing of removed or damaged Posted Notice may result in rescheduling of the public hearing and a delay in decision from the decision-making body.

Calvin R. Nester

3/24/2021

[Property Owner(s) Signature(s)]

[Date]

Calvin R. Nester

[Print Name(s)]

For Staff Use Only:

Received by _____

Date _____

Application Number _____



Joel H. Evans, AICP, PLA
Zoning & Planning Director

843.202.7200
1.800.524.7832
Fax: 843.202.7222
Lonnie Hamilton, III
Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405-7464

RESTRICTIVE COVENANTS AFFIDAVIT

I, Rob Wilson, have researched the restrictive covenants applicable to
Parcel Identification Number/s (PID #) 301-00-00-034 located at
1198 Bees Ferry Road Charleston SC 29414
(address/es) _____, and have found that either there are no restrictive covenants
applicable to the subject property/properties or that the proposed application is not contrary to, does not conflict
with, and is not prohibited by any of the restrictive covenants, as specified in South Carolina Code of Laws, Section
6-29-1145.

03/17/21

(Signature)

(Date)

Rob Wilson

(Print Name)

Explanation:

Effective July 1, 2007, South Carolina Code of Laws Section 6-29-1145 requires local governments to inquire in the permit application, or in written instructions provided to the applicant, if a tract or parcel of land is restricted by a recorded covenant that is contrary to, conflicts with or prohibits an activity for which a permit is being sought.

(Section 6-29-1145 is copied on the back of this page)

For Staff Use Only:

Received by _____ Date _____ Application Number _____

08/04/17

Eric Meyer
Chairman



843.202.7200
1.800.524.7832
Fax: 843.202.7222
Lonnie Hamilton, III
Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405-7464

MEMORANDUM

TO: Planned Development Applicants

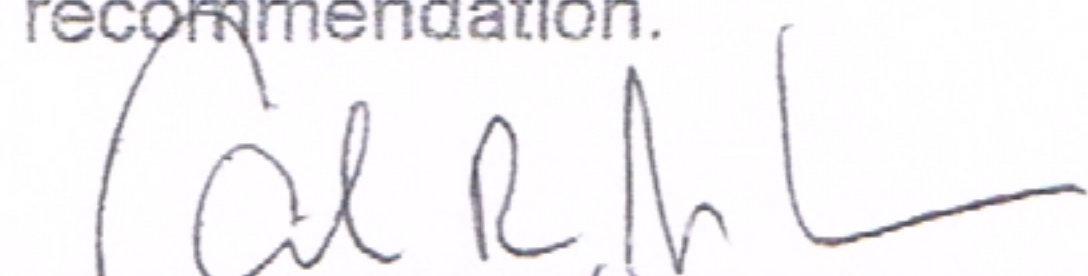
FROM: Eric Meyer, Chairman, Charleston County Planning Commission

DATE: March 14, 2011

SUBJECT: Community Outreach and Planned Development Applications

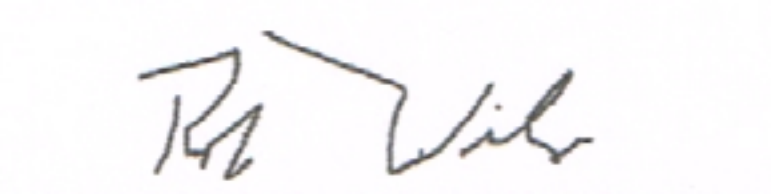
We highly recommend that applicants for zoning change requests to the Planned Development (PD) Zoning District work with the community to inform them of the request, in order to potentially gain their support for such projects.

Your signature below indicates that you have read and understood this recommendation.


Owner Signature

3/24/2021

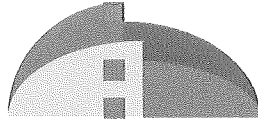
Date


Applicant Signature
(If other than the owner)

Date

Reference Zoning Change Request

PD



Rainbow Development Group, LLC

HOLD HARMLESS AGREEMENT

This agreement is entered into by and between Rainbow Development Group, LLC and the County of Charleston ("County") through its authorized representatives.

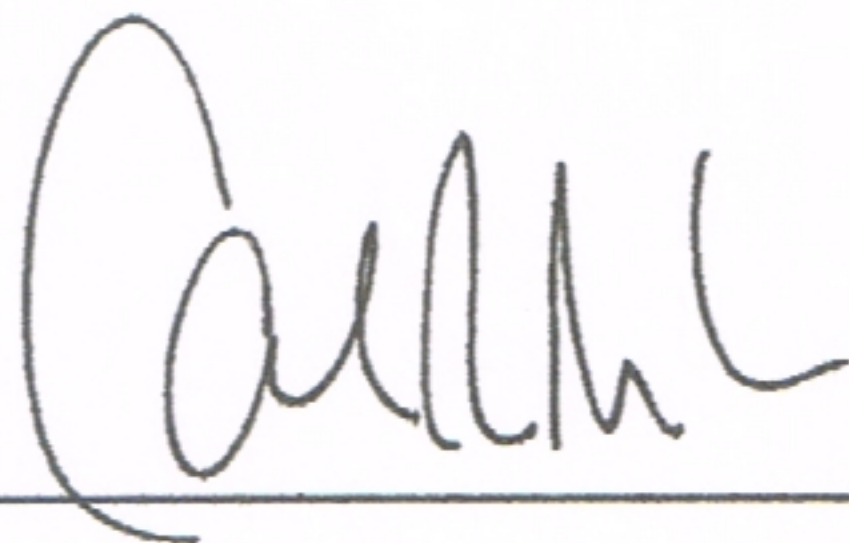
Rainbow Development Group, LLC hereby agrees to hold the County of Charleston harmless for negligent acts committed by the County in its operation of the Charleston County Landfill located at Bees Ferry Road. The Hold Harmless Agreement shall be valid and enforceable only on the following conditions:

1. The Hold Harmless Agreement will only extend to claims made by property owners of the Hunt Club Development, arising out of the negligent operation of the Bees Ferry Landfill by the County or any of its authorized representatives.
2. The Hold Harmless Agreement will only extend to claims that exceed the amount of available insurance coverage the County now has in place or will put in place in the future with regard to the Bees Ferry Landfill.
3. The Hold Harmless Agreement will become null and void should the County fail to keep sufficient insurance coverage in place to cover the affects of its negligent operation of the Landfill, both past and present.
4. The Hold Harmless Agreement will become null and void should the County at any time fail to operate the Landfill in a manner that complies with both State and Federal regulations and the requirements of any license that the County now possesses to operate the Landfill or will possess in the future.
5. The Hold Harmless Agreement is only binding upon Rainbow

Development, LLC and the County of Charleston. The Hold Harmless Agreement is not effective against any successors or assigns of Rainbow Development Group, LLC.

6. This Hold Harmless Agreement is in no way to be interpreted as an obligation on the part of Rainbow Development Group, Inc. to act as insurer for the County of Charleston or the Bees Ferry Landfill, nor is it intended to or to be interpreted as an obligation on the part of Rainbow Development Group, LLC to provide a defense for the County of Charleston in any situation.

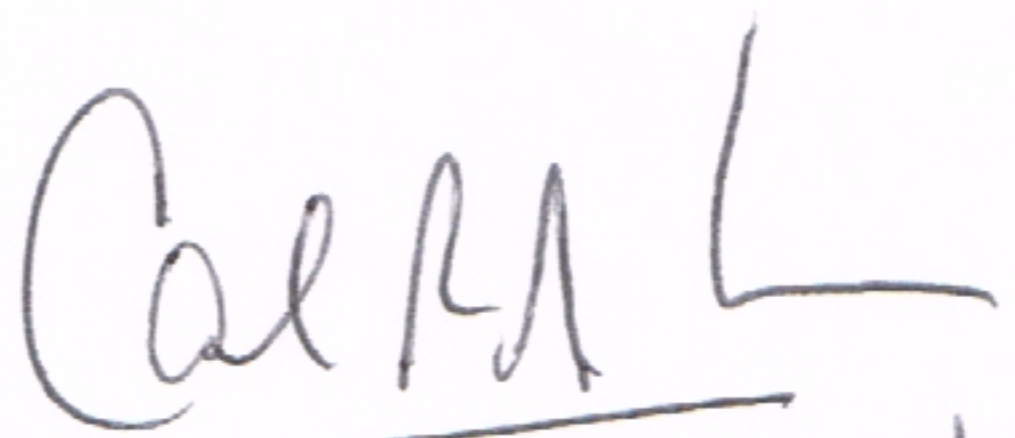
7. The Hold Harmless Agreement shall be deemed null and void should it be determined by a Court of competent jurisdiction that its terms and conditions violate either public policy or the laws and statutes of the State of South Carolina or the Federal Government.

By: 

Charleston, South Carolina

Dated this 15th day of April, 2005

Charleston South Carolina
Dated this 24th of April, 2021

By: 
Rainbow Development Group

Hunt Club Community

Planned Development PD 73-C Guidelines

I. PURPOSE, INTENT AND OBJECTIVES

The following guidelines have been created to direct the proposed Planned Development of 507.62 total acres (Approximately 265 Wetlands and 245 Uplands) along Bees Ferry Road in Charleston County (TMS # 301 - 00 - 00 - 034). This parcel is to be developed, as a single family residential and single family attached residential with front commercial acreage.

The Charleston County Planning Department has requested that Rainbow Development Group, LLC submit the Hunt Club Community as a Planned Development District. Rainbow Development Group, LLC has employed Mr. Will Connor, Connor Engineering, Inc., to prepare the necessary surveys, site planning and engineering design to assure an attractive community for the West Ashley, St. Andrews District.

II. EXISTING SITE INFORMATION

- Existing Owners - Rainbow Development Group, LLC
1901 Ashley River Road, 7-B
Charleston, SC 29407

Hunt Club Properties, LLC
1901 Ashley River Road, 7-B
Charleston, SC 29407
- Owners Representative – Mr. Calvin R. Nester
1901 Ashley River Road, 7-B
Charleston, SC 29407
- Applicant - Rainbow Development Group, LLC
1901 Ashley River Road, 7-B
Charleston, SC 29407

- Existing zoning – Planned Development – 73

- Site Soils: Mp - Mine pits and dumps
 - Wa - Wadmalaw fine sandy loam
 - Yo - Yorges loamy fine sand
 - HoA - Hockley loamy fine sand 0 to 2% slopes
 - HoB - Hockley loamy fine sand 2 to 6% slopes
 - WgB - Wagram loamy fine sand
 - Sc - Santee clay loam

- Potable water and sanitary sewer will be provided by the Charleston CPW. A copy of the CPW commitment letter is included in these planned development guidelines.

- Water: 24" water main in Main Road and Bees Ferry Road R/W. New 16" water main in Bear Swamp Road R/W.

- Sewer: Gravity sanitary sewer in Bear Swamp Road R/W.

- Property is in flood zones A13 (Elev. 7), A15 (Elev.10), zone B and zone C as per community panel 455413 02256/455413 02866, dated July 15, 1988.

- Existing topography averages between elevations 15 and 5 with attractive slopes throughout the property.

III. LAND USE/SITE DEVELOPMENT CONCEPT

Our client, Rainbow Development Group, has worked with your staff to develop a comprehensive site plan for the Hunt Club Community that follows the recommendations from the Planning Department staff. Connor Engineering has prepared a plan for the zoning of approximately 245 acres of land that includes: 505 single family detached and attached residential units; Residential recreational facilities; 15 acres of Bees Ferry frontage property for light commercial properties; 34 acres of property adjoining the Bees Ferry Land fill for self storage facilities; and, an Assisted Living Facility fronting on Bear Swamp Road as previously approved. The resulting site plan sensitively responds to 265 acres of undisturbed wetlands and other site features in a way to maximize tree preservation and enhance the site's natural beauty. The natural beauty of the wetlands with its magnificent trees and plant life are part of the overall nature theme of the Hunt Club. As noted in the Charleston County Ordinance "Trees enhance the Low country quality of life as a sacred and inseparable part of its historical legacy." Both the residential and commercial lots of this new community will meet all zoning requirements necessary for compliance.

There is a courtly entrance area from Bees Ferry Road, beautifully landscaped, leading through the commercial properties to the residential semi-private neighborhood. The Hunt Club Recreational Facility will allow residents joyful access to relaxation and group gatherings in a natural setting. Walking trails through the wetlands will allow a nice stroll or jog. The untouched wetlands will also maintain a sense of seclusion for the neighborhood setting.

The commercial properties shall blend in with the natural habitat. The intent of the commercial development is to allow a harmonious and homogeneous transition into the residential development. Building design shall be of a commercial/residential village nature with the purpose of introducing the community and visitors to the natural beauty of the low country setting.

Allowed Commercial /Office/Residential Uses:

Small Animal Boarding (enclosed building)

Financial Services

Safety Services

Food Sales

See added uses on next page

Liquor Sales

Offices

Condominiums

Personal Improvement Services

Retail Services and Sales

Service Station

Self Storage

Single family attached and detached

Allow residential use (condominiums) one or more floor levels above retail commercial uses.

Allow for a borrow pit (excavating) only to create recreational lakes along the portion of the property (approximately 60 acres) adjoining the Bees Ferry Landfill. Dirt shall be removed offsite.

All as defined in the Charleston County Zoning & Land Development Regulations except as noted.

IV. SETBACK/LOT/HEIGHT/COVERAGE/WETLANDS AND WATERWAY CRITERIA

- A. The entire property shall comply with setback requirements as set forth in the Charleston County Zoning Ordinance except where noted. Any proposed change to the approved Planned Development Guidelines for the Hunt Club Planned Development (73) shall require an amendment to the Planned Development that shall be processed as a Planned Development amendment following the procedures prescribed in the Charleston County Zoning and Land Development Regulations Ordinance.

Include the Following allowed uses:

DAY CARE SERVICES

- Adult Day Care Facilities
- Child Day Care Facilities, including Group Day Care Home or Child Care Center

EDUCATIONAL SERVICES

- Personal Improvement Education, Professional tutorial Education, including Fine Arts Schools or Automobile Driving Schools

HEALTH CARE SERVICES

- Medical Office or Outpatient Clinic, including Psychiatrist Offices, Chiropractic Facilities, or Ambulatory Surgical Facilities, orthodontia, dental
- Health Care Laboratories, including Medical Diagnostic or Dental Laboratories

ANIMAL SERVICES

- Kennel
- Pet Stores or Grooming Salons
- Veterinarian Services

FINANCIAL SERVICES

- Banks
- Financial Services

FOOD SERVICES AND DRINKING PLACES

- Restaurant, Fast Food, including Snack or Nonalcoholic and alcoholic Beverage Bars
- Restaurant, General, including Cafeterias, Diners, Delicatessens, or Full-Service Restaurants

OFFICES

- Administrative or Business Office, including Bookkeeping Services, Couriers, Insurance Offices Personnel Offices, Real Estate Services, Secretarial Services or Travel Arrangement Services
- Government Office
- Professional Office, including Accounting, Tax Preparation, Architectural, Engineering, or Legal Services

RENTAL AND LEASING SERVICES

- Consumer Goods Rental Centers
- Consumer Goods Rental Service, including Electronics, Appliances, Formal Wear, Costume, Video or Disc, Home Health Equipment, Recreational Goods, or other Household Items

REPAIR AND MAINTENANCE SERVICES

- Vehicle Service, Limited, including Automotive Oil Change or Lubrication Shops, or Car Washes

RETAIL SALES

- Building Materials or Garden Equipment and Supplies Retailers
- Hardware Stores
- Home Improvement Centers
- Garden Supplies Centers
- Outdoor Power Equipment Stores
- Pain, Varnish, or Wallpaper Stores
- Food Sales, including Grocery Stores, Meat Markets or Butchers, Retail Bakeries, or Candy Shops
- Liquor, Beer, or Wine Sales
- Retail Sales or Services, General
- Art, Hobby, Musical Instrument, Toy, Sporting Goods, or Related Products Store
- Clothing, Piece Goods, Shoes, Jewelry, Luggage, Leather Goods or Related Products Store
- Convenience Stores
- Drug Stores or Pharmacies
- Duplicating or Quick Printing Services
- Electronics, Appliance, or Related Products Store
- Florist
- Furniture, Cabinet, Home Furnishings, or Related Products Store
- Private Postal or Mailing Service
- Tobacconist

Retirement Housing

- Independent & Assisted Living

Hotels or Motels

Religious, Civic, Professional and Similar Organizations

- Business, Professional, Labor or Political Organizations
- Social or Civic Organizations
- Religious Assembly

Specific to Use:

Service Station/Gas Stations Service stations

•Service station/gas stations adjacent to Bees Ferry Road may be situated such that the pump canopy faces Bees Ferry Road. A landscaper buffer type S4 shall be required in accordance with the ZLDR 9.5.4.

•ZLDR 9.6.3.E.6 shall not apply to service stations/gas stations within the Hunt Club Planned Development; however, all other requirements of ZLDR 9.6.3.E. shall apply.

Setbacks:	Front yard	Rear yard	Side yard
Single Family Residential	22	25	5'8'
Single Family Attached Residential	20	10	10 (on all non-attached sides)
Commercial Lots	25	10	5

- B. Building height for single family residential shall be 40' maximum.
- C. Maximum building coverage will be 35% for single family residential.
- D. Maximum building coverage will be 60% for single family attached.
- E. On lots having more than one side fronting on a street, one side shall be designated the front and one side shall be designated the side. The setbacks for the front and side yards shall then be applied.
- F. Maximum commercial building coverage will be 50%.
- G. Minimum lot width of 70' for single family residential, except cul-de-sacs, and in roadway curves which shall have a minimum frontage of 30'. Minimum lot size of 8,000 sq ft. unless otherwise noted.
- H. Minimum lot width of 18' for single family attached residential. Minimum lot size of 1,400 sq ft. unless otherwise noted.
- I. Attached single family residential shall contain no more that 8 units per building structure.
- J. Wetlands and Waterway standards are intended to provide an unobstructed, unoccupied open area between the furthestmost projection of a structure and all waterways and salt water critical lines. The purpose of these required buffers is to provide a visual and spatial buffer between development and the County's salt water wetlands and waterways and to protect water quality and wildlife habitat. Buffers with a minimum depth of 35 feet shall be provided along all waterways (not drainage ditches) and saltwater critical lines. The minimum lot width standards of the underlying zoning district shall apply at the required buffer setback line. Vision corridors may be established within required waterway and wetland buffers, provided that they not exceed 33 percent of the total buffer length. Vision corridors may be free of vegetation, provided that the following shall never be removed: A. live oaks with a diameter breast height of 12 inches or greater; and, B. any tree (except a pine) with a diameter breast height of 18 inches or greater. All existing vegetation shall be preserved within required buffers, unless expressly approved by the Planning Director, and the Homeowners Association (HOA). When no vegetation exists within required buffers, the buffers shall be landscaped with a minimum of 4 canopy trees, 6 understory trees and 15 shrubs per 100 linear feet of buffer area. Plant material shall be selected from the List of Native and Naturalized Species or such other species that is expressly approved by the Planning Director and the HOA. Every part of a required waterway or wetland buffer must be open and unobstructed from the ground to the sky except for trees, shrubbery or other landscape features; bulkheads; docks; rip rap; and unpaved walkways.

- K. Buffering on Bees Ferry Road shall be in accordance with the Charleston County Unified Development Ordinance.

V. OFF STREET PARKING

- A. Parking will meet residential requirements for residential areas and commercial requirements for commercial areas.

VI. LANDSCAPING REQUIREMENTS

- A. Landscaping shall flow throughout the community and will follow or surpass the Charleston County standards unless other wise noted.
- B. The Hunt Club theme promotes tree protection and preservation. As described in the Charleston County Ordinance, “Trees play a critical role in purifying air and water, providing wildlife habitat, and enhancing natural drainage of storm water and sediment control.” Tree Protection shall be a priority for the community and shall follow Charleston County Standards.

C. Where retail development areas utilize shared parking and shared access easements and parking area or drive aisle is adjacent to and internal to the commercial development area, individual commercial parcels shall be exempt from the provisions of ZLDR 9.5.3.A. When perimeter parking is adjacent to a non-retail use, perimeter landscaping shall be required pursuant to ZLDR 9.5.3.A.

VII. SIGNAGE

- A. Entrance identification signage and landscaping will blend in with the nature theme and be allowed at the entrance into the residential area as shown on the plans and will adhere to guidelines set forth in the Charleston County Zoning Ordinance.

VIII. STREET/STORM DRAINAGE

- A. The road system shall be asphalt with roadside ditches from the Bees Ferry entrance through the commercial property up to the residential entrance as shown on the site plans. All right of way widths shall be a minimum of 50 feet and roads shall be constructed to Charleston County Road Standards for Paved Streets.
- B. Paving of the road system shall be asphalt, must meet county approvals, and will be dedicated to the public unless other wise noted.
- C. Storm drainage must be approved by the Charleston County Public Works Department. Water runoff from buildings, drives and parking areas shall be

managed and treated to meet the necessary agency approvals and preserve environmental standards.

- D. A comprehensive drainage study for the project will be submitted to and approved by the Charleston County Public Works Department prior to the approval of any phase of the proposed construction. The study will include upstream drainage areas as determined from aerial photos, USGS quadrangle maps, and ground investigation. Downstream drainage will also be addressed to US 17 and will continue as needed downstream to the marsh. Wetland hydrology will be determined, to include the 25-year crest elevation, the 100-year flood zone (as shown on the FEMA flood maps), the normal water elevation in the wetlands, necessary pond outfall elevations, and the impact of lowland flooding. The FEMA flood map indicates a varying 100-year flood elevation of 7.00 MSL to 10.00 MSL in the vicinity. Finished floor elevations will be mandated significantly higher than 10.00 MSL. Any improvements to the existing drainage system called for by the drainage study must be identified and associated with a defined construction phase.
- E. Construction traffic will be handled to ensure construction vehicles will be routed away from newly approved roadways. The construction accesses (by phase) are shown on the planned development layout plan.
- F. We have met with the OCRM (Rob Mikell and Jeff Thompson) concerning the wetland master plan and the proposed plan is feasible. The road crossings as shown are typical for this type project. The Corps of Engineers typically permits these types of crossings based on compliance with state, federal, and local agencies comments. OCRM has indicated the standard requirements of undisturbed wetland buffers, crossing pipes, erosion control and Best Management practices. The wetlands have been delineated and the delineation has been approved by the Corps of Engineers. Wetland fill permits have also been approved for the required wetland crossings.

IX. UTILITIES

- A. The appropriate utilities have been contacted and the utilities will be extended per the phasing of the project, as the project is constructed. Commitments have been made by Charleston CPW, SCE&G, and BellSouth for sewer, water, power, and phone. The SCDOT, St. Andrews Fire Department, and St. Andrews PSD have reviewed the development plan and have indicated no problems with the conceptual plan.

X. DEVELOPMENT SCHEDULE

- A. Phase I construction is complete. This phase consisted of the build out of approximately 3889 LF of road, water, and sewer to accommodate approximately 65 lots.
- B. Phase II construction is complete. This phase consisted of the build out of approximately 3,700 LF of road, water, and sewer to accommodate approximately 77 lots.
- C. Phase III is currently under construction. This will encompass the build out of approximately 1668 LF of road, water and sewer to accommodate 33 lots. The estimated remaining build out time for Phase III is 3 months.
- D. The development of the remaining residual property will be phased as the market demands. This will allow the marketing trends to help guide the continuing build-out of Hunt Club. A maximum of 330 total single family residential and/or single family attached units will be developed. The total number of 505 dwelling units will remain unchanged from the previously approved Planned Development PD-73.

Exhibit 5



Letter of Intent (Non-Residential)

Zoning and Planning Department
Joel H. Evans, AICP, PLA, Director
Lonnie Hamilton III Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405
843.202.7200

Applicant Information

<i>First Name:</i>		<i>Last Name:</i>	
<i>Your Address:</i>			
<i>Home/Cell Phone #:</i>			
<i>Email Address:</i>			

Property Information

<i>Business Address:</i>	
<i>Is this your residence?</i>	
<i>Name of Business and/or Project:</i>	
<i>Tax Map #:</i>	
<i>Days of Operation:</i>	<i>Hours of Operation:</i>
<i>Number of Employees:</i>	<i>Zoning District:</i>

Please provide a detailed explanation of your proposed use:

Signature:

Date:

2-18-2025

OFFICIAL USE ONLY

Zoning District:	Taken in by:
TMS#:	Flood Zone:
Home Occupation: <input type="checkbox"/> Yes <input type="checkbox"/> No	Vacant for more than 2 years: <input type="checkbox"/> Yes <input type="checkbox"/> No
Overlay District: <input type="checkbox"/> Yes <input type="checkbox"/> No	Ingress/Egress: <input type="checkbox"/> Private <input type="checkbox"/> Muni <input type="checkbox"/> County <input type="checkbox"/> State
Name of Overlay District:	Drainage Easements: <input type="checkbox"/> Yes <input type="checkbox"/> No
Approved use? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No	By: Date:

Exhibit 6



Ross A. Appel
Phone: (843) 937-9798
Fax: (843) 937-0706
Ross@mklawsc.com

March 7, 2025

VIA E-MAIL ONLY

Joel Evans
Charleston County Planning and Zoning Director
4045 Bridge View Dr.
North Charleston, SC 29405-7464
JEvans@charlestoncounty.org

**Re: 1184 Bees Ferry Road, Suite 103 / Johns Island, SC 29455
Legal Support for Letter of Intent Submitted on February 21, 2025**

Dear Joel:

I hope this finds you well. My firm represents Hunt Club Medical, LLC (“HCM”), the owner of 1184 Bees Ferry Road, Johns Island, SC 29455 (TMS No. 301-00-00-809) (the “Property”). This letter supports the Letter of Intent submitted for the Property on February 21, 2025 (the “LOI”).

The LOI proposes a retail vape store *that will not engage in any tobacco retail sales of any kind*. Therefore, the use cannot be considered a “Tobacconist” use.¹ Rather, it would fall under the “Retail Sales or Services, General” use category, which is permitted by-right under the Hunt Club PD, as amended.

There is ample legal and factual support for staff to conclude that a vape store is a permitted use under the Hunt Club PD, as amended. Please consider the following:

- Zoning ordinances must be strictly construed in favor of the free exercise of property. *Helicopter Solutions, Inc. v. Hinde*, 414 S.C. 1, 13, 776 S.E.2d 753, 759 (Ct. App. 2015) (citing *Purdy v. Moise*, 223 S.C. 298, 302, 75 S.E.2d 605, 607 (1953)).
- Neither the Hunt Club PD nor the ZLDR specifically prohibit vape stores as a primary use.

¹ HCM does not concede that “Tobacconist” is a prohibited use under the Hunt Club, PD, as amended, and reserves all rights.

- Tobacco and vape products are fundamentally different because *the latter, by definition, contains no tobacco*. Article 12.2 of the ZLDR provides that terms not specifically defined shall have their meaning governed by the Merriam-Webster's Collegiate Dictionary, 11th Edition.
 - The dictionary defines "tobacconist" as "a dealer in tobacco especially at retail." <https://www.merriam-webster.com/dictionary/tobacconist>
 - E-cigarettes, also known as "vapes," sometimes contain nicotine, *but never contain tobacco*. <https://www.cancer.org/cancer/risk-prevention/tobacco/e-cigarettes-vaping.html>

Since vapes are not tobacco, a "Tobacconist" should be read to apply to tobacco products exclusively – not vapes.

- There are several jurisdictions in SC that either specifically address vape stores as a distinct use or explicitly distinguish vaping from tobacco. Please consider the enclosed authorities from other jurisdictions in South Carolina.
 - Myrtle Beach
 - **TOBACCO AND TOBACCO RELATED PRODUCTS.** Items, including but not limited to cigarettes and any product containing, made, or derived from nicotine or tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including by vaping, or any component, part, or accessory of a tobacco product; cigars; pipe tobacco, cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; dipping tobaccos; and other kinds and forms of tobacco. Tobacco excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.
 - City of Columbia:
 - **SMOKE OR VAPE SHOP.** Any retail store located within the City of Columbia, with more than an incidental or ancillary use, that displays, sells, distributes, delivers, offers, furnishes or markets one or more of the following: 1) alternative nicotine products; 2) vape products; 3) tobacco products; 4) cigarettes, cigars, dried or shredded plant material, flowers, smoking blends, and similar products that are smoked or inhaled and contain Cannabis or Synthetic Cannabinoids; or 5) smoking paraphernalia.
 - Goose Creek
 - **Tobacco/Hookah/Vaping Establishments.** An establishment whose primary business, in terms of gross floor area or sales, is related to the sale

of tobacco products or related accessories, hookah products or related accessories, other smoking products or related accessories, CBD, or electronic nicotine delivery systems or related accessories, for on- or off-premise use.

- Seneca
 - Section 531.4(a) (prohibiting “Vape/alternative tobacco, CBD shops” in the Downtown Overlay District)
- Since neither the Hunt Club PD nor the ZLDR specifically address vapes – one way or the other – under the rule of strict construction in *Helicopter Solutions, Inc. v. Hinde*, our position is a vape store primary use would be allowed under the Hunt Club PD, as amended, as a “Retail Sales or Services, General” use.

HCM reserves all rights. If you have any questions, please do not hesitate to contact me.

Respectfully,

McCULLOUGH KHAN APPEL



Ross A. Appel

Enclosures