

STATE OF SOUTH CAROLINA )

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON )

CHARLESTON PLACE, L. L. C. d/b/a CHARLESTON )  
PLACE HOTEL, )

CIVIL ACTION COVERSHEET

Plaintiff(s) )

2012 -CP- 10 - 674

vs. )

ROBERT C. CAHALY AND THE SOUTHERN REPUBLICAN )  
LEADERSHIP CONFERENCE A/K/A SRLC SOUTH )  
CAROLINA 2012, INC., )

Defendant(s) )

(Please Print)

Submitted By: Allan R. Holmes  
Address: Gibbs & Holmes, Suite 110, 171 Church Street,  
Charleston, South Carolina 29401

SC Bar #: 2576  
Telephone #: 843-722-0033  
Fax #: 843-722-0114  
Other:  
E-mail: aholmes@gibbs-holmes.com

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

DOCKETING INFORMATION (Check all that apply)

\*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

- |   |  |   |   |
|---|--|---|---|
| <p><b>Contracts</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Constructions (100)</li> <li><input type="checkbox"/> Debt Collection (110)</li> <li><input type="checkbox"/> Employment (120)</li> <li><input type="checkbox"/> General (130)</li> <li><input checked="" type="checkbox"/> Breach of Contract (140)</li> <li><input type="checkbox"/> Other (199)</li> </ul>   | <p><b>Torts - Professional Malpractice</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Dental Malpractice (200)</li> <li><input type="checkbox"/> Legal Malpractice (210)</li> <li><input type="checkbox"/> Medical Malpractice (220)</li> <li>Previous Notice of Intent Case #<br/>20____-CP-_____-_____</li> <li><input type="checkbox"/> Notice/ File Med Mal (230)</li> <li><input type="checkbox"/> Other (299)</li> </ul>  | <p><b>Torts - Personal Injury</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Assault/Slander/Libel (300)</li> <li><input type="checkbox"/> Conversion (310)</li> <li><input type="checkbox"/> Motor Vehicle Accident (320)</li> <li><input type="checkbox"/> Premises Liability (330)</li> <li><input type="checkbox"/> Products Liability (340)</li> <li><input type="checkbox"/> Personal Injury (350)</li> <li><input type="checkbox"/> Wrongful Death (360)</li> <li><input type="checkbox"/> Other (399)</li> </ul> | <p><b>Real Property</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Claim &amp; Delivery (400)</li> <li><input type="checkbox"/> Condemnation (410)</li> <li><input type="checkbox"/> Foreclosure (420)</li> <li><input type="checkbox"/> Mechanic's Lien (430)</li> <li><input type="checkbox"/> Partition (440)</li> <li><input type="checkbox"/> Possession (450)</li> <li><input type="checkbox"/> Building Code Violation (460)</li> <li><input type="checkbox"/> Other (499)</li> </ul>   |
| <p><b>Inmate Petitions</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> PCR (500)</li> <li><input type="checkbox"/> Mandamus (520)</li> <li><input type="checkbox"/> Habeas Corpus (530)</li> <li><input type="checkbox"/> Other (599)</li> </ul>  | <p><b>Judgments/Settlements</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Death Settlement (700)</li> <li><input type="checkbox"/> Foreign Judgment (710)</li> <li><input type="checkbox"/> Magistrate's Judgment (720)</li> <li><input type="checkbox"/> Minor Settlement (730)</li> <li><input type="checkbox"/> Transcript Judgment (740)</li> <li><input type="checkbox"/> Lis Pendens (750)</li> <li><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)</li> <li><input type="checkbox"/> Other (799)</li> </ul> | <p><b>Administrative Law/Relief</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Reinstate Driver's License (800)</li> <li><input type="checkbox"/> Judicial Review (810)</li> <li><input type="checkbox"/> Relief (820)</li> <li><input type="checkbox"/> Permanent Injunction (830)</li> <li><input type="checkbox"/> Forfeiture-Petition (840)</li> <li><input type="checkbox"/> Forfeiture-Consent Order (850)</li> <li><input type="checkbox"/> Other (899)</li> </ul>  | <p><b>Appeals</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Arbitration (900)</li> <li><input type="checkbox"/> Magistrate-Civil (910)</li> <li><input type="checkbox"/> Magistrate-Criminal (920)</li> <li><input type="checkbox"/> Municipal (930)</li> <li><input type="checkbox"/> Probate Court (940)</li> <li><input type="checkbox"/> SCDOT (950)</li> <li><input type="checkbox"/> Worker's Comp (960)</li> <li><input type="checkbox"/> Zoning Board (970)</li> <li><input type="checkbox"/> Public Service Commission (990)</li> <li><input type="checkbox"/> Employment Security Comm (991)</li> <li><input type="checkbox"/> Other (999)</li> </ul> |
| <p><b>Special/Complex /Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Environmental (600)</li> <li><input type="checkbox"/> Automobile Arb. (610)</li> <li><input type="checkbox"/> Medical (620)</li> <li><input type="checkbox"/> Other (699)</li> <li><input type="checkbox"/> Pharmaceuticals (630)</li> <li><input type="checkbox"/> Unfair Trade Practices (640)</li> <li><input type="checkbox"/> Out-of State Depositions (650)</li> <li><input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)</li> <li><input type="checkbox"/> Sexual Predator (510)</li> </ul> |  |   |   |

Submitting Party Signature:

Date: January 30, 2012

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

**FOR MANDATED ADR COUNTIES ONLY**

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

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

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

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

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

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF CHARLESTON )  
  
CHARLESTON PLACE, L.L.C., )  
d/b/a CHARLESTON PLACE )  
HOTEL, )  
)  
Plaintiff, )  
)  
vs. )  
)  
ROBERT C. CAHALY, and the )  
SOUTHERN REPUBLICAN )  
LEADERSHIP CONFERENCE, )  
a/k/a SRLC SOUTH CAROLINA )  
2012, INC., )  
)  
Defendants. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

Civil Action No. 12-CP-10-674

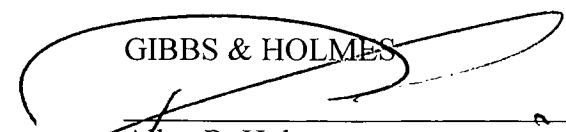
SUMMONS  
JURY TRIAL DEMANDED

FILED  
2012 JAN 30 PM 3:04  
JULIE J ARMSTRONG  
CLERK OF COURT  
BY \_\_\_\_\_

TO: THE DEFENDANTS ABOVE NAMED

YOU ARE HEREBY SUMMONED and required to answer the Complaint herewith served upon you and to serve a copy of your Answer to the said Complaint on Plaintiff's attorney, Allan R. Holmes, Esquire, Gibbs & Holmes, 171 Church Street, Suite 110, Charleston, South Carolina 29401, within thirty (30) days after the service hereof, exclusive of the day of such service.

YOU ARE HEREBY GIVEN NOTICE FURTHER that if you fail to appear and defend and fail to answer the Complaint as required by this Summons within thirty (30) days after the service hereof, exclusive of the day of such service, judgment by default will be entered against you for the relief demanded in the Complaint.

GIBBS & HOLMES  
  
Allan R. Holmes  
Timothy O. Lewis  
171 Church Street, Suite 110  
Charleston, SC 29402  
Phone: (843) 722-0033

January 30, 2012

ATTORNEYS FOR THE PLAINTIFF

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
 )  
COUNTY OF CHARLESTON ) FOR THE NINTH JUDICIAL CIRCUIT

CHARLESTON PLACE, L.L.C., )  
d/b/a CHARLESTON PLACE )  
HOTEL, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
ROBERT C. CAHALY, and the )  
SOUTHERN REPUBLICAN )  
LEADERSHIP CONFERENCE, )  
a/k/a SRLC SOUTH CAROLINA )  
2012, INC., )  
 )  
Defendants. )  
 )

Civil Action No. 12-CP-10-676

FILED  
2012 JAN 30 PM 3:04  
JULIE J. ARASTROWICZ  
CLERK OF COURT  
BY \_\_\_\_\_

COMPLAINT  
JURY TRIAL DEMANDED

The above-named plaintiff, by its undersigned counsel, herein alleges that:

FOR A FIRST CAUSE OF ACTION

Breach of Contract

- 1) Plaintiff is a limited liability company doing business as Charleston Place Hotel at 205 Meeting Street, Charleston, South Carolina.
- 2) Upon information and belief, defendant Southern Republican Leadership Conference, also known as SRLC South Carolina 2012, Inc., (hereinafter "SRLC"), is a corporation established under the laws of the State of South Carolina and doing business in Charleston County, South Carolina.
- 3) Upon information and belief, defendant Robert C. Cahaly (hereinafter "Cahaly") is a citizen and resident of South Carolina and an *alter ego* of the defendant SRLC.

- 4) Venue of this action is proper in Charleston County because Charleston County is where the most substantial part of the plaintiff's causes of action occurred.
- 5) Plaintiff and defendant SRLC, with defendant Cahaly as SRLC signatory, entered into a contract dated March 21, 2011. A copy of said contract is appended hereto as Exhibit One, and its terms incorporated herein by reference.
- 6) *Inter alia*, under the terms of this contract, the plaintiff agreed to reserve virtually the entirety of the plaintiff's hotel for the period in January 19-22, 2012, during which the defendants scheduled the Southern Republican Leadership Conference. In return for this agreement, the defendants committed, *inter alia*, to make various deposits prior to the conference, and further, to guarantee payment of a food and beverage minimum in the amount of One Hundred Ninety Eight Thousand Dollars (\$198,000.00) together with payment for the rooms reserved under the terms of the contract.
- 7) In December, 2011, at the request of the defendants and their agents, Lanneau Siegling and Jennifer Hyland, the plaintiff agreed to replace the March, 2011, contract with a contract dated December 30, 2011. A copy of said contract is appended hereto as Exhibit Two, and its terms incorporated herein by reference. *Inter alia*, this December 30<sup>th</sup> contract reduced the total amount of the obligation of the defendants to the plaintiff. Plaintiff agreed to this reduction in derogation of its own interests in an effort to accommodate the needs of the defendants.
- 8) The plaintiff has complied with the terms of the December 30, 2011, contract. The Southern Republican Leadership Conference took place during January 19-22, 2012, and the plaintiff provided rooms, food and beverage, and other services in accordance with the terms of the contract.

- 9) The defendants have breached the terms of the December 30, 2011, contract by failing to pay the plaintiff as required by the contract. Under the terms of the contract, the defendants are required to pay all outstanding charges at the conclusion of the conference on January 22, 2012. Currently, there remains an unpaid balance due the plaintiff in the amount of Two Hundred Twenty Seven Thousand Eight Hundred and Seventy-Two Dollars and Twelve Cents (\$227,872.12). Plaintiff has made demand upon the defendants for payment of this balance but the defendants have refused to pay.
- 10) The plaintiff should be allowed to “pierce the corporate veil” and obtain judgment against the defendant Cahaly and such other individuals who may come to be identified and determined responsible. Upon information and belief, the defendant corporation was grossly undercapitalized; failed to observe corporate formalities; was insolvent; and was merely used as a facade for the operations of the defendant Cahaly. Upon information and belief, the defendant Cahaly, an individual businessman, has sought to hide from the normal consequences of carefree entrepreneuring by doing so through a corporate shell.
- 11) The afore-referenced breach of contract by the defendants has proximately caused actual damages to the plaintiff in the amount of Two Hundred Twenty Seven Thousand Eight Hundred and Seventy-Two Dollars and Twelve Cents (\$227,872.12).

#### FOR A SECOND CAUSE OF ACTION

##### Fraudulent Breach of Contract Accompanied by Fraudulent Act

- 12) Plaintiff incorporates the preceding and subsequent paragraphs of this Complaint.
- 13) Due to their incompetence, the defendants failed to properly plan or manage the Southern Republican Leadership Conference, and it was poorly attended. The conference was so poorly attended as to cause one Republican candidate, Newt Gingrich, to cancel his

appearance. Poor attendance caused many of the conference sponsors to leave the conference. Poor attendance left the defendants responsible for a significant payment to the plaintiff under the terms of the December 30, 2011, contract.

14) The defendants fraudulently breached their contract with the plaintiff and accompanied that fraudulent breach with fraudulent acts, to wit: On Sunday, January 22, 2012, at 3:01 p.m. defendants emailed the plaintiff and cancelled the 3:00 p.m. meeting which had been scheduled for the final settlement of their account. In their email, the defendants made the following false, fraudulent and unsubstantiated claims in an effort to evade their responsibility for payment of the outstanding balance due the plaintiff. Defendants claimed that there were billing discrepancies; that there had been “inappropriate sharing of privileged SRLC/Charleston Place information”; that there were “various difficulties with refunds or adjustments”; and that “the overall treatment of [the SRLC’s] staff by some of the hotel staff [had to] be addressed especially [the hotel manager’s] instructing of an SRLC staffer to engage in illegal activity.” Defendants contended that these fabricated claims required resolution “before committing to and executing final payment”, and their attorney would “be in touch to schedule a meeting early this week.” Despite repeated requests from the plaintiff, no meeting has been scheduled.

15) The defendants have acted willfully, wantonly, maliciously and in bad faith.

16) By their foregoing acts, the defendants have fraudulently breached the December 30, 2011, contract between the plaintiff and the defendants, and this fraudulent breach has been accompanied by fraudulent act thereby proximately causing actual and punitive damages to the plaintiff.

JURY TRIAL

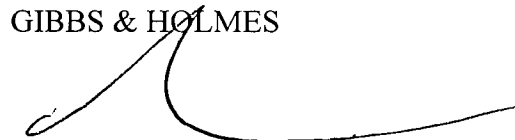
17) The plaintiff respectfully demands a trial by jury.

WHEREFORE plaintiff prays that this Court:

- A) Set this case down for trial by jury;
- B) Enter judgment for the plaintiff against the defendants in the amount of Two Hundred Twenty Seven Thousand Eight Hundred and Seventy-Two Dollars and Twelve Cents (\$227,872.12) actual damages, and in an amount of punitive damages to be determined by the jury;
- C) Grant such other and further relief as is deemed just and proper.

January 30, 2012

GIBBS & HOLMES

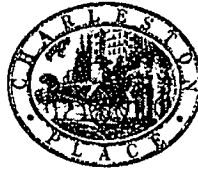


---

Allan R. Holmes  
171 Church Street, Ste. 110  
Charleston, SC 29402  
Telephone: (843) 722-0033  
Facsimile: (843) 722-0114  
Email: aholmes@gibbs-holmes.com

ATTORNEYS FOR PLAINTIFF

# EXHIBIT 1



Wednesday, 23 March 2011

Mr. Robert Cahaly  
SRLC SOUTH CAROLINA 2012, INC.  
Post Office Box 7766  
Columbia, South Carolina 29202

**RE: SRLC SOUTH CAROLINA 2012, INC.**

Dear Mr. Cahaly:

Many thanks for selecting Charleston Place as the hosts for the Southern Republican Leadership Conference. This letter will serve to confirm arrangements on a definite basis and as a formal contract between Charleston Place and SRLC SOUTH CAROLINA 2012, INC.

**GUESTROOM BLOCK:**

Charleston Place has currently reserved every sellable guestroom and suite in the hotel for the SRLC SOUTH CAROLINA 2012, INC. program. The reservations system has been closed down to any outside reservations. All reservations must go through the SRLC SOUTH CAROLINA 2012, INC. Housing Bureau. We are currently reserving the following guestroom block on a tentative basis:

ROOM TYPE	GROUP RATE	Thu, 1/19/12	Fri, 1/20/12	Sat, 1/21/12
Executive Level Rooms	\$189.00	315	315	315
Club Level Rooms	\$315.00	65	65	65
Junior Suite Executive Level	\$265.00	20	20	20
Junior Executive Suite Executive Level	\$315.00	8	8	8
One Bedroom Suite Executive Level	\$355.00	8	8	8
One Bedroom Club Level	\$455.00	3	3	3
Parlor Suite* Executive Level	\$400.00 Parlor	2	2	2
Parlor Suite (Club Suite)*	\$500.00 Parlor	2	2	2
Managers Suite*	\$600.00	1	1	1
GM Suite	\$600.00	2	2	2
<b>TOTAL</b>		<b>426</b>	<b>426</b>	<b>426</b>





*\*Executive Level: Floors 2, 3, 4, 5 and 6 \*Club Level: Floors 7 and 8  
\*Parlor Suites & Manager's Suites are the parlors only: Rate listed is for the parlor only. Add bedroom rate for each room required: \$189.00 executive level or \$315.00 club level.*

Charleston Place will require payment on each room based on the contracted room nights listed above, less allowable slippage discussed in attrition paragraph. This agreement does not include rooms consumed before and after the contracted block and is not based on the total number of rooms consumed.

Guestroom Suite Policy: We have blocked a Guestroom Suite(s) for your use. As you can appreciate, these suites are well appointed with expensive furnishings. It is understood that these rooms are not to be used as hospitality suites and are to be occupied by the registered guests only. The room is the responsibility of the registered guest/group. Your cooperation in adhering to these guidelines will ensure that these rooms are kept in good order for the next guest. Every hospitality suite in the hotel has been secured for your group for entertaining purposes.

Charleston Place will offer the group rates three days pre and post the conference.

These rates are net, non-commissionable. Rates are subject to a \$1.00 destination marketing fee plus state and local taxes, currently totaling 13.5%. There will be an additional charge of \$25.00 for a third person sharing a double room. Children under 18 years of age may share the same room with parents at no additional charge. Please note rollaway beds are not available.

#### **CLUB SERVICE AND AMENITIES:**

The finest accommodations available at Charleston Place are on the seventh and eighth floors, which are the Club rooms. The Club features upgraded room design and amenities. Your guests will be personally greeted by The Club Concierge to assist with all their activity and business needs while in-house. The eighth floor lounge offers an elaborate Continental Breakfast each morning, afternoon tea, soft drinks, and wine. Each afternoon The Club Bar opens until late night, staffed with a private bartender who will serve your guests their favorite beverages along with heavy hot and cold hors d'oeuvres, including after dinner sweets.





### **RESERVATION PROCEDURES:**

It is our understanding that all reservations will go through SRLC SOUTH CAROLINA 2012, INC. or their housing designee. A rooming list will be provided to the hotel for guestroom reservations. This list is required no later than **Monday, December 19, 2011**. Once this date has passed, all rooms not reserved by name in the agreed upon guestroom block will be released back to the hotel for resale and will be subject to the charges outlined in the attrition paragraph. Reservation requests received after this date will be accepted on a space availability basis only at the prevailing rates plus any applicable taxes.

### **ROOM BLOCK ATTRITION:**

From your execution of this Agreement to **45** days prior to arrival, (**December 4, 2011**) if SRLC SOUTH CAROLINA 2012, INC. is falling short on their room block they will be entitled to reduce the reserved room block by up to **10%** per night without incurring any penalty. Thereafter, any room block reduction will result in a cancellation fee of the full guestroom revenue and tax for each room for each night, reserved but not consumed.

### **MEETING AND FUNCTION SPACE RENTAL FEES:**

Below is the agenda confirming that all the meeting space inside the hotel and across the street in the Riviera is reserved beginning Thursday morning, January 19<sup>th</sup> at 6:00 a.m. for SRLC South Carolina 2012, INC. to plan and outline their program. The details for the meeting room, audio visual set-up and needs are required **60** days prior to arrival (**November 19, 2011**)

The following space is NOT on hold for the conference and will remain open to conduct business as usual to the general public during the conference:  
The Charleston Grill, The Palmetto Café and Courtyard, The Thoroughbred Club, The Hotel Lobby and Galleries, The Market Street Circle, The Spa and Health Club and Pool, The Pavilion Room and Flagpole Terrace.

Based on the total value of the outlined events and the agreed upon guestroom block, Charleston Place agrees to provide the required function space inside the hotel on a complimentary basis.





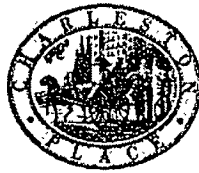
**AGENDA**  
**SRLC SOUTH CAROLINA 2012, INC.**

<b>Date</b>	<b>Start</b>	<b>- End Time</b>	<b>Function</b>	<b>Room</b>
Wed, 01/18/12	06:00 AM	- Midnight	Set Hold	Conference Lounge
Wed, 01/18/12	06:00 PM	- Midnight	Set Hold	Riviera Complex
Wed, 01/18/12	06:00 PM	- Midnight	Set Hold	Grand Ballroom
Thu, 01/19/12	06:00 AM	- Midnight	Set Hold	Grand Ballroom
Thu, 01/19/12	06:00 AM	- Midnight	Set Hold	Riviera Complex
Thu, 01/19/12	06:00 AM	- Midnight	Set Hold	Conference Lounge
Thu, 01/19/12	06:00 AM	- Midnight	Set Hold	Ashley Cooper
Thu, 01/19/12	06:00 AM	- Midnight	Set Hold	Beauregard
Thu, 01/19/12	06:00 AM	- Midnight	Set Hold	Colleton
Thu, 01/19/12	06:00 AM	- Midnight	Set Hold	Drayton
Thu, 01/19/12	06:00 AM	- Midnight	Set Hold	Edmunds
Thu, 01/19/12	06:00 AM	- Midnight	Set Hold	Fenwick
Thu, 01/19/12	06:00 AM	- Midnight	Set Hold	Gadsden
Thu, 01/19/12	06:00 AM	- Midnight	Set Hold	Hampton
Thu, 01/19/12	06:00 AM	- Midnight	Set Hold	Jenkins King Charles
Thu, 01/19/12	06:00 AM	- Midnight	Set Hold	Riley Boardroom
Thu, 01/19/12	06:00 AM	- Midnight	Set Hold	Grand Hall
Thu, 01/19/12	06:00 AM	- Midnight	Hospitality	2E Suite
Thu, 01/19/12	06:00 AM	- Midnight	Hospitality	2G Suite
Thu, 01/19/12	06:00 AM	- Midnight	Hospitality	2H Suite
Thu, 01/19/12	06:00 AM	- Midnight	Hospitality	2J Suite
Thu, 01/19/12	06:00 AM	- Midnight	Hospitality	2K Suite
Thu, 01/19/12	06:00 AM	- Midnight	Hospitality	2L Suite
Fri, 01/20/12	06:00 AM	- Midnight	Set Hold	Riviera Complex
Fri, 01/20/12	06:00 AM	- Midnight	Set Hold	Grand Ballroom
Fri, 01/20/12	06:00 AM	- Midnight	Set Hold	Conference Lounge
Fri, 01/20/12	06:00 AM	- Midnight	Set Hold	Ashley Cooper
Fri, 01/20/12	06:00 AM	- Midnight	Set Hold	Beauregard
Fri, 01/20/12	06:00 AM	- Midnight	Set Hold	Colleton
Fri, 01/20/12	06:00 AM	- Midnight	Set Hold	Drayton
Fri, 01/20/12	06:00 AM	- Midnight	Set Hold	Edmunds
Fri, 01/20/12	06:00 AM	- Midnight	Set Hold	Fenwick
Fri, 01/20/12	06:00 AM	- Midnight	Set Hold	Gadsden
Fri, 01/20/12	06:00 AM	- Midnight	Set Hold	Hampton
Fri, 01/20/12	06:00 AM	- Midnight	Set Hold	Jenkins King Charles
Fri, 01/20/12	06:00 AM	- Midnight	Set Hold	Riley Boardroom
Fri, 01/20/12	06:00 AM	- Midnight	Set Hold	Grand Hall
Fri, 01/20/12	06:00 AM	- Midnight	Hospitality	2E Suite
Fri, 01/20/12	06:00 AM	- Midnight	Hospitality	2G Suite



Fri, 01/20/12	06:00 AM	-	Midnight	Hospitality	2H Suite
Fri, 01/20/12	06:00 AM	-	Midnight	Hospitality	2J Suite
Fri, 01/20/12	06:00 AM	-	Midnight	Hospitality	2K Suite
Fri, 01/20/12	06:00 AM	-	Midnight	Hospitality	2L Suite
Sat, 01/21/12	06:00 AM	-	Midnight	Set Hold	Riviera Complex
Sat, 01/21/12	06:00 AM	-	Midnight	Set Hold	Grand Ballroom
Sat, 01/21/12	06:00 AM	-	Midnight	Set Hold	Conference Lounge
Sat, 01/21/12	06:00 AM	-	Midnight	Set Hold	Ashley Cooper
Sat, 01/21/12	06:00 AM	-	Midnight	Set Hold	Beauregard
Sat, 01/21/12	06:00 AM	-	Midnight	Set Hold	Colleton
Sat, 01/21/12	06:00 AM	-	Midnight	Set Hold	Drayton
Sat, 01/21/12	06:00 AM	-	Midnight	Set Hold	Edmunds
Sat, 01/21/12	06:00 AM	-	Midnight	Set Hold	Fenwick
Sat, 01/21/12	06:00 AM	-	Midnight	Set Hold	Gadsden
Sat, 01/21/12	06:00 AM	-	Midnight	Set Hold	Hampton
Sat, 01/21/12	06:00 AM	-	Midnight	Set Hold	Jenkins King Charles
Sat, 01/21/12	06:00 AM	-	Midnight	Set Hold	Riley Boardroom
Sat, 01/21/12	06:00 AM	-	Midnight	Set Hold	Grand Hall
Sat, 01/21/12	06:00 AM	-	Midnight	Hospitality	2E Suite
Sat, 01/21/12	06:00 AM	-	Midnight	Hospitality	2G Suite
Sat, 01/21/12	06:00 AM	-	Midnight	Hospitality	2H Suite
Sat, 01/21/12	06:00 AM	-	Midnight	Hospitality	2J Suite
Sat, 01/21/12	06:00 AM	-	Midnight	Hospitality	2K Suite
Sat, 01/21/12	06:00 AM	-	Midnight	Hospitality	2L Suite
Sun, 01/22/12	06:00 AM	-	5:00 PM	Set Hold	Riviera Complex
Sun, 01/22/12	06:00 AM	-	5:00 PM	Set Hold	Grand Ballroom
Sun, 01/22/12	06:00 AM	-	5:00 PM	Set Hold	Ashley Cooper
Sun, 01/22/12	06:00 AM	-	5:00 PM	Set Hold	Beauregard
Sun, 01/22/12	06:00 AM	-	5:00 PM	Set Hold	Colleton
Sun, 01/22/12	06:00 AM	-	5:00 PM	Set Hold	Drayton
Sun, 01/22/12	06:00 AM	-	5:00 PM	Set Hold	Edmunds
Sun, 01/22/12	06:00 AM	-	5:00 PM	Set Hold	Fenwick
Sun, 01/22/12	06:00 AM	-	5:00 PM	Set Hold	Gadsden
Sun, 01/22/12	06:00 AM	-	5:00 PM	Set Hold	Hampton
Sun, 01/22/12	06:00 AM	-	5:00 PM	Set Hold	Jenkins King Charles
Sun, 01/22/12	06:00 AM	-	5:00 PM	Set Hold	Riley Boardroom
Sun, 01/22/12	06:00 AM	-	11:15 PM	Set Hold	Conference Lounge
Sun, 01/22/12	06:00 AM	-	5:00 PM	Set Hold	Grand Hall
Sun, 01/22/12	06:00 AM	-	5:00 PM	Hospitality	2E Suite
Sun, 01/22/12	06:00 AM	-	5:00 PM	Hospitality	2G Suite
Sun, 01/22/12	06:00 AM	-	5:00 PM	Hospitality	2H Suite
Sun, 01/22/12	06:00 AM	-	5:00 PM	Hospitality	2J Suite
Sun, 01/22/12	06:00 AM	-	5:00 PM	Hospitality	2K Suite
Sun, 01/22/12	06:00 AM	-	5:00 PM	Hospitality	2L Suite





### **HOLD HARMLESS:**

Charleston Place will be held harmless from any and all damages or destruction including theft and/or mysterious disappearance of any and all equipment owned or leased to SRLC SOUTH CAROLINA 2012, INC.

### **AUDIO VISUAL SERVICES**

Charleston Place has an in-house audio visual company, Presentation Services, one of the largest AV companies in the country. They have the capability of handling all your technical needs with the Production Show Office in Atlanta and the team on-site at the hotel. They can coordinate all audio visual and production needs for the program. John Michiels, Director of Event Technology will work directly with the SRLC SOUTH CAROLINA 2012, INC. technical program team to negotiate pricing and contracts for the AV needs.

If SRLC SOUTH CAROLINA 2012, INC. has their own company or requests the privilege of bringing in an outside company Charleston Place will agree and impose our \$2,000 per day vendor surcharge fee and require that SRLC SOUTH CAROLINA 2012, INC. and the vendor sign our vendor services agreement.

### **FOOD AND BEVERAGE MINIMUMS**

Group agrees to provide a minimum of **\$198,000** in banquet food and beverage revenue (excluding tax and service charge). This is for catered meals functions and can be used for on-site catering or off-site catering. This does not apply to any outlet revenue including: Thoroughbred Club, Palmetto Café, Charleston Grill, Room Service or amenities purchased by the hotel. This is for banquet catering revenue only.

If the group intends to use this minimum on off-site events, the hotel must be the coordinator for confirming the venue to insure the hotel can cater at that location.

Should the Group's banquet food and beverage revenue fall below this amount; the Group will be responsible for the difference between the minimum banquet food and beverage revenue and the actualized food and beverage revenue.

All banquet food and beverage arrangements must be made through the Hotel. Only food and beverage purchased from Hotel may be served on Hotel property. The Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at the function and attempt to receive service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.



### **FOOD AND BEVERAGE REQUIREMENTS:**

Please note that formal catering menus are available as suggestions. We are prepared to tailor menus to personal taste, and we offer special menus featuring Low-country cuisine. The conference manager assigned to this event will work closely with you regarding all food and beverage requirements. Food and beverage pricing will be confirmed three (3) months prior to the scheduled arrival of this event. **Charleston Place agrees to provide a 10% discount off the printed food and beverage menus and price sheet dated March 2011 (3/11) attached with this contract. The discount will be given at the time of coordinating the food and beverage with the conference service manager. The 10% discount will be reflected in the pricing on the BEO for each event.** Guaranteed counts for each meal function will be required seventy-two hours prior to the event and must be received during normal business hours, Monday through Friday.

It is agreed that all food and beverage consumed by the group in the hotel must be purchased through the hotel. No outside suppliers may bring in food and beverage to be served to or distributed to hotel guests.

As discussed and agreed, room rates quoted and space offered is based on the food and beverage minimum commitment made to the hotel. It is understood that SRLC SOUTH CAROLINA 2012, INC. is negotiating in good faith and the scheduled functions represent an accurate reflection of your January 18, 2012 needs. Group will have all catered events confirmed and menus detailed and in place **60** days prior to arrival, **November 19, 2011**.

### **CHARLESTON PLACE EVENTS - DESTINATION MANAGEMENT SERVICES:**

Charleston Place can arrange and cater special events off the premises of the hotel at such locations as plantations, historic buildings and remote beachfront locations through Charleston Place Events. We can successfully handle events of tens to hundreds of people. Charleston Place Events is also prepared to arrange for all ground operation requirements, including airport transfers, guided tours, self-guided tours, programmed spouse activities, golf and tennis outings, alternative recreational programs, and more.

Note: There are no additional charges for off premise catering (other than venue rentals and transportation). Menu prices are the same, and there are no labor charges for standard equipment (tables, chairs, linen, etc).





**ARRIVAL AND DEPARTURE:**

Please note arrival time is 4:00 p.m. We cannot always ensure guestrooms will be available before that time. Every attempt will be made, however, to assign guestrooms to early arrivals as clean and ready guestrooms become available.

Check out time is 12:00 p.m. We do ask that attendees of this event check out prior to the commencement of any meetings being held on departure day. Luggage storage is available at the bell stand.

**RETAINER SCHEDULE:**

The hotel has requested an initial retainer of \$120,00 and at the request of SRLC SOUTH CAROLINA 2012, INC. will break it into four equal installments of **\$30,000.00** due the hotel on the following dates:

**May 1, 2011, June 1, 2011, August 1, 2011 and September 1, 2011.**

The second retainer which is the hotel standard is **75% of the total estimated master account is 45 days in advance, December 4, 2011** and will be invoiced to SRLC SOUTH CAROLINA 2012, INC. by the first of the month once the audio visual, meeting set and catering is confirmed November 19, 2011.

This supports our commitment to our business partners in providing you the excellent services and product you expect. The hotel reserves the right to cancel all arrangements if the retainer is not received by the hotel or if alternate arrangements have not been approved by the hotel.

**SETTLEMENT OF ACCOUNTS:**

It is our understanding that room rate, tax, incidentals, catering and banquet charges will be accounted for in the following manner:

Room and Tax:	<b>Combined</b>
Incidentals:	<b>Individual</b>
Individual Meals:	<b>Individual</b>
Contracted Group Meals:	<b>Master</b>

The Accounting Manager for the hotel will serve as your primary contact with regard to billing instructions, credit and master account requirements for this event and will be in touch with you directly to structure payment.



### CANCELLATIONS:

This contract will serve to bind SRLC SOUTH CAROLINA 2012, INC. and Charleston Place, and there exists under no circumstances a right for client to cancel or to hold this same event in another city or hotel. If for any reason beyond its control, including but not limited to strikes, labor disputes, acts of war, acts of God, fire, flood or other emergency condition, Charleston Place is unable to perform its obligations under this Agreement, such non-performance will be excused and Charleston Place may terminate this Agreement without liability of any nature other than the return of any deposit paid by SRLC SOUTH CAROLINA 2012, INC. In no event will the Hotel be liable for consequential damages of any nature.

In the event of total cancellation of this Agreement by SRLC SOUTH CAROLINA 2012, INC., the Hotel shall be entitled to payment of the following cancellation fees. It is understood and agreed that in entering into this Agreement, the Hotel has removed the rooms and function space reserved herein from the general marketplace and is relying on this reservation to the exclusion of other business opportunities. It is therefore agreed that the following cancellation fees will be due and payable in the event of cancellation by SRLC SOUTH CAROLINA 2012, INC.:

Cancellation from one year to six months prior to arrival will be subject to liquidated damages in the amount equal to sixty-five percent of total contracted guestroom revenue, fifty percent of the contracted food and beverage revenue lost, and any non-recoverable deposits paid on behalf of the group.

Cancellation from six months to ninety days prior to arrival will be subject to liquidated damages in the amount equal to seventy-five percent of total contracted guestroom revenue, seventy-five percent of the contracted food and beverage revenue lost, and any non-recoverable deposits paid on behalf of the group.

Cancellation less than ninety days prior to arrival will be subject to liquidated damages of total contracted guestroom revenue based on peak guestroom block, the total food and beverage revenue lost, and any non-recoverable deposits paid on behalf of the group.

All cancellation figures are subject to applicable taxes.

### OPTION DATE:

Guestroom and meeting space as confirmed within this contract is being held on a tentative basis and will be protected for you until **March 28, 2011**. If this Agreement is not returned to the Hotel by **March 28, 2011**, the Hotel shall be released from this commitment and free to re-book the space with another customer.





Should another group be prepared to execute an offer for the same meeting dates prior to **March 28, 2011**, Charleston Place will notify SRLC SOUTH CAROLINA 2012, INC. of this offer in writing. SRLC SOUTH CAROLINA 2012, INC. will then have two (2) working days to exercise first right of refusal. SRLC SOUTH CAROLINA 2012, INC. may either execute this agreement or relinquish the space. In either case, Charleston Place must receive SRLC SOUTH CAROLINA 2012, INC.'s decision in writing within two (2) working days from receipt of Charleston Place's notification.

**AUTHORITY:**


If this Agreement is signed in the name of a corporation, partnership, association or other entity, the person signing represents and warrants to the Hotel that he/she is authorized to sign this Agreement and bind the SRLC SOUTH CAROLINA 2012, INC., and in the event he/she is not so authorized, that he/she will be personally liable for the faithful performance of this Agreement.

**SUMMARY:**

Many, many thanks once again for your trust in Charleston Place. We are very pleased to be serving as hosts for the SRLC SOUTH CAROLINA 2012, INC., and we look forward to making this event a smashing success.

Should the terms of this contract meet with your approval, please execute the contract by signing in the space provided below. Return the original to Charleston Place Hotel, and retain a copy for your records.

  
\_\_\_\_\_  
Shelley Grant Julian  
National Sales Manager  
Charleston Place Hotel

  
\_\_\_\_\_  
Robert Cahaly  
For the SRLC SOUTH CAROLINA 2012,  
INC., January 18-22, 2012

3/31/2011

\_\_\_\_\_  
DATE

**SRLC SOUTH CAROLINA 2012, INC. January 19-22, 2012  
Charleston Place Hotel, Charleston, South Carolina**

# EXHIBIT 2



30 December 2011

Mr. Robert Cahaly  
 Post Office Box 7766  
 Columbia, South Carolina 29202

**RE: SRLC SOUTH CAROLINA 2012, INC.**

Dear Robert:

This letter, once executed by both parties, will serve as the new contract between Charleston Place and SRLC SOUTH CAROLINA 2012, INC. Upon execution of this contract and receipt of the initial \$150,000 retainer, this contract will then supersede the contract executed March 31, 2011. Until this contract is executed by both parties and the initial \$150,000 retainer received, the March 31, 2011 executive contract remains in place between both parties.

**GUESTROOM BLOCK:**

We are currently reserving the following guestroom block of 1,278 rooms for the SRLC SOUTH CAROLINA 2012, INC. All reservations for these rooms outlined below will come to the hotel through the SRLC SOUTH CAROLINA 2012, INC. Housing Bureau. SRLC SOUTH CAROLINA 2012, INC. guarantees any rooms not consumed will be paid for to Charleston Place Hotel by SRLC SOUTH CAROLINA 2012, INC.

Room Type	Group Rate	Sun, 1/15/12	Mon, 1/16/12	Tue, 1/17/12	Wed, 1/18/12	Thu, 1/19/12	Fri, 1/20/12	Sat, 1/21/12
Deluxe Rooms	\$189	5	5	5	170	315	250	180
Junior Suite (Deluxe Level)	\$265	0	0	0	10	20	20	20
Deluxe Junior Suite (Deluxe Level)	\$315	2	2	2	8	8	8	8
One Bedroom Suite (Deluxe Level)	\$355	0	0	2	8	8	8	8
Parlor Suite (Deluxe Level)	\$400	0	1	2	2	2	2	2
Club Rooms	\$315	0	0	2	20	65	65	8
One Bedroom Suite (Club Level)	\$455	0	0	0	3	3	3	3
Parlor Suite (Club Level)	\$500	0	0	0	2	2	2	2
Managers Suite	\$600	0	0	0	1	1	1	1
GM Suite	\$600	1	1	1	2	2	2	2
<b>TOTAL</b>		<b>8</b>	<b>9</b>	<b>14</b>	<b>226</b>	<b>426</b>	<b>361</b>	<b>234</b>





In the event you require guestrooms before and after the contracted block, or in excess of the amount contracted on any given night, those additional rooms will be based on availability at the group rates and any applicable taxes.

Group rates are net, non-commissionable. Rates are subject to state and local taxes currently listed at 13.5%. Rates are for single and double occupancy. Any third or fourth person sharing accommodations will be charged an additional \$25.00 per person. Children under the age of 18 may share accommodations with their parents at no charge. Rollaway beds are not available.

**GUESTROOM GUARANTEE:**

SRLC SOUTH CAROLINA 2012, INC. guarantees the entire 1,278 guestrooms. If the total block falls short of 1,278 rooms, SRLC SOUTH CAROLINA 2012, INC. agrees to pay Charleston Place for those rooms. SRLC will hold a post convention meeting with the hotel to pay for all outstanding charges at the conclusion of the conference, Sunday, January 22, 2012.

**CLUB SERVICE AND AMENITIES:**

The finest accommodations available at Charleston Place are on the seventh and eighth floors, which are the Club rooms. The Club features upgraded room design and amenities. Your guests will be personally greeted by The Club Concierge to assist with all their activity and business needs while in-house. The eighth floor lounge offers an elaborate Continental Breakfast each morning, afternoon tea, soft drinks, and wine. Each afternoon The Club Bar opens until late night, staffed with a private bartender who will serve your guests their favorite beverages along with heavy hot and cold hors d'oeuvres, including after dinner sweets.

Club accommodations are for club paying guests only. Any visitors not guests of the Club floor will be escorted from the floor.

**RESERVATION PROCEDURES:**

It is our understanding that a rooming list will be provided to the hotel for the guestroom reservations. The list will notify the hotel if the room and tax is to go to the SRLC SOUTH CAROLINA 2012, INC. master account or if the guest is to pay for their own room and tax. SRLC SOUTH CAROLINA 2012, INC. will guarantee payment for all rooms reserved for individual pays own, should the individual no show.

This list is required no later than **Tuesday, January 10, 2012**. Name changes are permitted on rooms up to **72 hours in advance of the arrival day**.





**MEETING AND FUNCTION SPACE RENTAL FEES:**

Based on the total value of the outlined events and the agreed upon guestroom block, Charleston Place agrees to provide the required function space inside the hotel on a complimentary basis. Charleston Place is holding the following meeting space for the SRLC SOUTH CAROLINA 2012, INC. event:

**Wednesday, January 18, 2012**

- Hospitality Suites 2J and 2E beginning at 6:00 am
- Grand Hall beginning at 6:00 pm
- Grand Ballroom beginning at 6:00 pm

**Thursday, January 19 and Friday, January 20, 2012 from 6:00 a.m. until midnight daily:**

- Ashley Cooper
- Beauregard
- Colleton
- Drayton
- Riley
- Fenwick
- Edmunds
- Gadsden
- Hampton
- Jenkins/King Charles
- Hospitality Suites 2L, 2K, 2H, 2J, 2G, 2E
- Grand Hall
- Grand Ballroom
- Conference Lounge

**Saturday, January 21, 2012**

- Hospitality Suites 2J and 2E 6:00 am until midnight.

The following space is NOT on hold for the conference and remains open to conduct business as usual to the general public during the conference: The Charleston Grill, The Palmetto Café and Courtyard, The Thoroughbred Club, The first and second floor Lobby and Galleries, The Market Street Circle, The Spa and Health Club and Pool, The Pavilion Room and Flagpole Terrace. SRLC SOUTH CAROLINA 2012 INC has released the Riviera Complex. The hotel agrees not to rent it to any political party groups Thursday or Friday, January 19 or 20, 2012.

SRLC SOUTH CAROLINA 2012, INC. will be allocating meeting space to their sponsors, affiliates and partners during the conference. All activities and events in the meeting space must be approved by the hotel. Any parties utilizing the meeting space must sign a vendor services agreement, must adhere to the hotel policies for vendors, equipment, food and beverage and staff. The hotel reserves the right to obtain credit cards and retainers from any parties using the hotel space and refuse any service or access if the party is unable to agree to the hotel policies.





**HOLD HARMLESS:**

Charleston Place will be held harmless from any and all damages or destruction including theft and/or mysterious disappearance of any and all equipment owned or leased to SRLC SOUTH CAROLINA 2012, INC. or any of its sponsors, exhibitors, vendors, fundraisers, affiliates that they access meeting space inside the hotel.

**AUDIO VISUAL SERVICES:**

Charleston Place has an in-house audio visual company, Presentation Services. They are on-site to work with hotel groups and meetings. If SRLC SOUTH CAROLINA 2012, INC., or any of the sponsors, exhibitors, vendors, fundraisers or affiliates brings in their own or an outside AV company, they will pay the hotel the \$2,000 per day vendor surcharge fee and require that SRLC SOUTH CAROLINA 2012, INC. and the vendor sign our vendor services agreement.

**FOOD AND BEVERAGE REQUIREMENTS:**

It is agreed that all food and beverage consumed by SRLC SOUTH CAROLINA 2012, INC. and any of the attendees in the meeting space area here through SRLC SOUTH CAROLINA 2012, INC. must be purchased through the hotel. No outside food or beverage may be brought into the hotel meeting space at any

As discussed and agreed, room rates quoted and meeting space provided are based upon the food and beverage revenue as outlined in the above agenda, both in our banquet facilities and off-premise venues. It is understood that SRLC SOUTH CAROLINA 2012, INC. is negotiating in good faith and the scheduled functions represent an accurate reflection of your January 18, 2012 needs.

SRLC SOUTH CAROLINA 2012, INC. agrees to provide a minimum of \$155,567.00 inclusive of gratuity and taxes banquet food and beverage revenue. This is for three hotel catered meals: two catered Executive Buffet Breakfasts at \$29.00 ++ per person for a minimum of 500 people per breakfast and a catered banquet for 1,100 people at a pre-confirmed price of \$75++ for one of the following menu options detailed in the current printed menus: D1 to D7 or D10 and 1,000 drink tickets at \$6.00++ per ticket.

Should the Group's banquet food and beverage revenue fall below this amount; the Group will be responsible for the difference between the minimum banquet food and beverage revenue and the actualized food and beverage revenue.

**CHARLESTON PLACE EVENTS - DESTINATION MANAGEMENT SERVICES:**

Charleston Place can arrange and cater special events off the premises of the hotel at such locations as plantations, historic buildings and remote beachfront locations through Charleston Place Events. We can successfully handle events of tens to hundreds of people.





Charleston Place Events is also prepared to arrange for all ground operation requirements, including airport transfers, guided tours, self-guided tours, programmed spouse activities, golf and tennis outings, alternative recreational programs, and more.

**ARRIVAL AND DEPARTURE:**

Please note arrival time is 4:00 p.m. We cannot always ensure guestrooms will be available before that time. Every attempt will be made, however, to assign guestrooms to early arrivals as clean and ready guestrooms become available.

Check out time is 12:00 p.m. We do ask that attendees of this event check out prior to the commencement of any meetings being held on departure day. Luggage storage is available at the bell stand.

**RETAINER SCHEDULE:**

A retainer in the amount of **\$150,000.00 is required by December 30, 2011**. A **second retainer of \$89,462.89 is due Monday, January 16, 2012** close of business 5:00 pm EST. The second retainer is to cover the remaining master bill charges for SRLC SOUTH CAROLINA 2012, INC. SRLC SOUTH CAROLINA 2012, INC. agrees to pay all master bill charges to the hotel in advance.

The hotel account executive will provide up-to-date master bill totals to SRLC SOUTH CAROLINA 2012, INC. as BEO's and reservations are finalized from SRLC SOUTH CAROLINA 2012, INC.

**SETTLEMENT OF ACCOUNTS:**

It is our understanding that room rate, tax, incidentals, catering and banquet charges will be accounted for in the following manner:

Room and Tax:	<b>Combined</b>
Incidentals:	<b>Individual</b>
Individual Meals:	<b>Individual</b>
Contracted Group Meals:	<b>Master</b>

SRLC SOUTH CAROLINA 2012, INC. guarantees the entire 1,278 guestrooms. If the total block falls short of 1,278 rooms, SRLC SOUTH CAROLINA 2012, INC. agrees to pay Charleston Place for the full room and tax for the unused guestrooms. SRLC will hold a post convention meeting with the hotel to pay for all outstanding charges at the conclusion of the conference, Sunday, January 22, 2012.

The Accounting Manager for the hotel will serve as your primary contact with regard to the second retainer, master account requirements and the post convention billing and will be in touch with you directly to structure payment.





**CANCELLATIONS:**

This contract will serve to bind SRLC SOUTH CAROLINA 2012, INC. and Charleston Place, and there exists under no circumstances a right for client to cancel or to hold this same event in another city or hotel. If for any reason beyond its control, including but not limited to strikes, labor disputes, acts of war, acts of God, fire, flood or other emergency condition, Charleston Place is unable to perform its obligations under this Agreement, such non-performance will be excused and Charleston Place may terminate this Agreement without liability of any nature other than the return of any deposit paid by SRLC SOUTH CAROLINA 2012, INC. In no event will the Hotel be liable for consequential damages of any nature.

In the event of total cancellation of this Agreement by SRLC SOUTH CAROLINA 2012, INC., the Hotel shall be entitled to payment of the following cancellation fees. It is understood and agreed that in entering into this Agreement, the Hotel has removed the rooms and function space reserved herein from the general marketplace and is relying on this reservation to the exclusion of other business opportunities. It is therefore agreed that the following cancellation fees will be due and payable in the event of cancellation by SRLC SOUTH CAROLINA 2012, INC.:

**Cancellation less than ninety days prior to arrival will be subject to liquidated damages of the total contracted guestroom block of \$291,242.00 plus applicable taxes and the total food and beverage minimum of \$155,567.00 for a total of \$446,809.00.**

All cancellation figures are subject to applicable taxes.

**AUTHORITY:**

If this Agreement is signed in the name of a corporation, partnership, association or other entity, the person signing represents and warrants to the Hotel that he/she is authorized to sign this Agreement and bind the SRLC SOUTH CAROLINA 2012, INC., and in the event he/she is not so authorized, that he/she will be personally liable for the faithful performance of this Agreement.

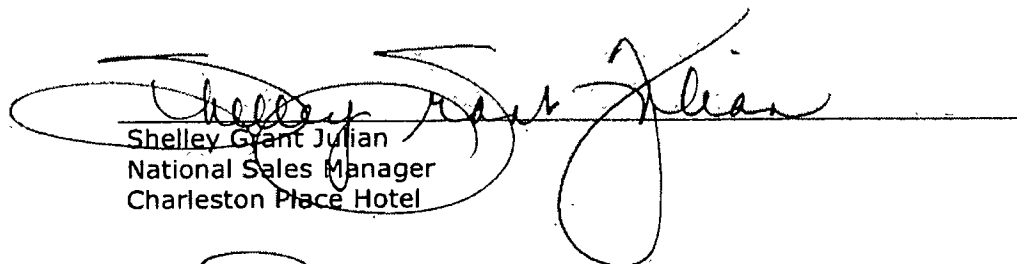




**SUMMARY:**

Many, many thanks once again for your trust in Charleston Place. We are very pleased to be serving as hosts for the Southern Republican Leadership Conference, and we look forward to making this event a smashing success.

Should the terms of this contract meet with your approval, please execute the contract by signing in the space provided below. Return the original to Charleston Place Hotel, and retain a copy for your records.

  
Shelley Grant Julian  
National Sales Manager  
Charleston Place Hotel

30 December 2011  
DATE

  
Robert Cahaly  
President  
SRLC South Carolina 2012 Management Company

12/30/11  
DATE

**Southern Republican Leadership Conference  
January 18, 2012 - January 22, 2012**

