

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Appeal from Charleston County
Court of Common Pleas

The Honorable D. Craig Brown, Circuit Judge

Appellate Case No. 2018-001729
Circuit Court Case Number 2016-CP-10-0507

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SC Court of Appeals

Buck Investments, LLC Respondent,

v

ROA, LLC, Deborah Rice-Marko, and
PNC Bank, N.A., successor to RBC Bank (USA) Defendants.

Of whom ROA, LLC, is the Appellant.

**RECORD ON APPEAL
VOLUME II OF II**

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supplement, alteration or amendment of the Ground Lease, without the prior written consent thereto by Bank, shall not be binding upon Bank or enforceable against Bank.

2.3 Defaults under Leasehold Interest. Mortgagor expressly grants to Bank and its authorized representatives and agrees that Bank and its authorized representatives shall have the absolute and immediate right, in Bank's sole discretion, to prevent or to cure any default by Mortgagor under the Ground Lease and in connection therewith, contact, negotiate and settle with the landlord and other parties to the Ground Lease, or enter in and upon the property identified in the Ground Lease or any part thereof to such extent and as often as Bank, in its sole discretion, deems necessary or desirable in order to prevent or to cure any such default by Mortgagor. Bank may pay and expend such sums of money as Bank, in its sole discretion, deems necessary for any purpose related to the Ground Lease, including, without limitation, all those listed in this Section 2, and Mortgagor hereby agrees to pay to Bank, immediately and without demand, all such sums so paid or expended by Bank, together with interest thereon from the date of each payment at the contract rate at which interest accrues from time to time on the Obligations hereby secured, or if interest accrues at different contract rates, any one of the contract rates which interest accrues as selected by Bank, in its sole discretion, which rate may be fixed or variable (the "Contract Rate"), with all sums so paid and expended by Bank, and the interest thereon at the Contract Rate, being added to and secured by the lien of this Mortgage.

2.4 Merger of Estates. Unless Bank shall otherwise expressly consent in writing, the title to the property demised by the Ground Lease and the leasehold estate thereunder shall not merge, but shall always remain separate and distinct, notwithstanding the union of such estates either in Mortgagor or in a third person by purchase or otherwise.

Section 3. Payment of Amounts Due under the Obligations. Mortgagor shall pay when due all amounts owing by it, and perform all other obligations required to be performed from time to time by it, under each and all of the Obligations and this Mortgage.

Section 4. Payment of Taxes, Assessments and other Amounts; Maintenance of Insurance.

4.1 Payment of Taxes, etc. Mortgagor covenants and agrees that it will pay when due, all taxes, assessments, levies and charges upon or against the Property and upon or against the Collateral, of every character which are now liens thereon and any which may hereafter become liens thereon; and immediately deliver to Bank official receipts therefor. Bank may, at its option, pay any such taxes, assessments, levies and charges against the Property and those against the Collateral, and the official receipts therefor shall be conclusive evidence of payment, the amount due and validity thereof. Any amounts so expended shall immediately become debts due by Mortgagor payable on demand, shall bear interest at the Contract Rate, and their payment shall be secured by this Mortgage.

4.2 Insurance. Mortgagor covenants and agrees that it will keep the Property and Collateral insured against loss and damage by fire, tornado and windstorm, and against such other hazards, events and circumstances as Bank may require, including, without limitation, business interruption, in amounts satisfactory to Bank, plus an amount sufficient to prevent any co-insurance liability against the owner of the Property or Bank, for the benefit of Bank, loss, if any, to be made payable in the policy or policies of insurance to Bank as its interest may appear, the loss payable clauses to be in such form as Bank may require. All insurance shall be in companies approved by Bank, the policies and renewals thereof shall, when issued, be immediately delivered to Bank to be held by it, and all insurance policies shall provide for at least thirty (30) days prior written notice of cancellation to Bank. Mortgagor will pay all premiums for such insurance when due and immediately deliver to Bank official receipts therefor. To the extent Mortgagor does not so pay, Bank may, at its option, pay the same and any amounts so expended shall immediately become debts due by Mortgagor payable on demand, shall bear interest at the Contract Rate, and their payment shall be secured by this Mortgage. In the event of loss, Mortgagor will give immediate notice by mail to Bank, who may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment of such loss directly to Bank, instead of Mortgagor and Bank jointly. The proceeds of any insurance, or any part thereof, may be applied by Bank, at its option, either to the reduction of the indebtedness hereby secured in such order as Bank so determines in its discretion, or to the restoration or repair of the Property

and the Collateral – unless applicable law prohibits Bank from electing between those two options, in which event the proceeds shall be applied as applicable law mandates.

4.3 Escrow Accounts. If required by Bank, Mortgagor agrees to pay and shall pay on the first day of each month or such other day as Bank may direct, to Bank or to its duly authorized representative, a sum equal to one-twelfth of the known or estimated (by Bank) yearly taxes, assessments and insurance premiums on or against the Property and the Collateral. Bank shall be under no obligation to pay interest on such payments, unless payment of interest is mandated under applicable law and then only the minimum amount required under applicable law. Bank shall hold and apply such payments to the payment of taxes, assessments and insurance premiums as and when due. If the total of such monthly payments shall exceed the amount needed, the excess shall be held for future needs, unless a different application is mandated under applicable law; but, should such monthly payments at any time fail to provide sufficient funds to pay taxes, assessments and insurance premiums when due, then Mortgagor shall, upon written demand, pay to Bank, within ten (10) days of receipt of such demand, the amount necessary to cover the deficiency. In the event of a foreclosure sale or deed-in-lieu thereof, Bank may apply any balance remaining of the funds accumulated for the above purposes to the payment of the indebtedness secured by this Mortgage, unless such application is prohibited under applicable law.

Section 5. Maintenance of the Property. Mortgagor covenants and agrees that (1) it will not commit or permit any waste to the Property and the Collateral, and will keep the Property and Collateral in as good order, repair and condition as it is now, reasonable wear and tear excepted, and (2) it will do and cause to be done – and refrain from doing and causing to be done – such acts relating to the Property and the Collateral as Bank may, from time to time, request. Bank shall have the right to inspect, at all reasonable times, the Property and Collateral, together with the books and records maintained and kept in connection therewith; and unhindered access thereto shall be permitted for that purpose to Bank and its authorized representatives, and Bank and its authorized representatives shall have the right to make such copies or other extracts of the aforementioned books and records as Bank and its representatives deem necessary and shall have the right to take possession of and remove the aforementioned books and records from the place or places at which they are kept by Mortgagor to such other place or places as Bank may select. In the event that such investigation reveals any matter constituting a breach of this covenant made by Mortgagor to Bank, then the costs of such investigation shall be reimbursed to Bank by Mortgagor, shall immediately become a debt due by Mortgagor payable on demand, shall bear interest at the Contract Rate, and shall be secured by this Mortgage.

Section 6. Financial Statements. Mortgagor covenants and agrees that it will from time to time furnish or cause to be furnished to Bank, without cost to Bank, such financial and operating statements and reports, in form and certified in a manner satisfactory to Bank, as may be required or otherwise requested by Bank.

Section 7. Assignment of Rents, Leases and Profits; Management of Property; Appointment of Receiver. As further security for the payment of the Obligations and the other indebtedness and obligations secured by this Mortgage, Mortgagor assigns to Bank all rents, profits, revenues, royalties, accounts, moneys, contract rights, leases, intangible rights and other benefits arising from, related to and otherwise connected to or flowing from the Property and the Collateral, all of which are a part of and included as a subset within the terms "Property" and "Collateral" (the rents, profits, etc. are collectively, the "Rents and Profits"); and Bank shall have the absolute and unconditional right, upon the occurrence of an Event of Default hereunder, or the occurrence of an event which, with the giving of notice or a lapse of time, or both, would become an Event of Default hereunder, either by entering upon and taking possession of either or both the Property and the Collateral, or otherwise, to rent or continue renting the same, at any reasonable rate of rent determined by Bank and to otherwise manage and operate the Property and the Collateral in such manner as it deems necessary or appropriate, to collect the Rents and Profits, and, after deducting from any Rents and Profits actually collected from the management and operation of the Property and the Collateral the costs and expenses thereof (including, without limitation, payment of all expenses related to the Property and the Collateral as may be required or permitted under this Mortgage or which may be necessary to protect the security of this Mortgage, as Bank in its discretion deems appropriate), to apply the remainder to payment of the Obligations secured hereby and any other indebtedness and obligations secured hereby, in such order as Bank may determine, unless a specific order of application is mandated under applicable law. Also, Bank shall have the absolute and unconditional right to apply for and to obtain the appointment of a receiver or similar official for all or a portion of the Property and the Collateral, to, among other things, manage and operate the Property and the Collateral, or any part thereof or interest

therein, and to collect and apply the Rents and Profits as provided above. In the event of such application, Mortgagor consents to the appointment of such receiver or similar official and agrees that such receiver or similar official may be appointed without notice to Mortgagor (unless notice is mandated under applicable law and then with only such minimum notice as may be mandated under applicable law), without regard to the adequacy of any security for the indebtedness secured hereby and without regard to the solvency of Mortgagor or any other person who may be liable for the payment of the Obligations or any other indebtedness or obligations secured hereunder — unless thresholds for adequacy of security or solvency are mandated by applicable law and then with only the minimum thresholds so mandated. All expenses related to the appointment of a receiver or other similar official hereunder shall be the responsibility of Mortgagor, but if paid by Bank, Mortgagor hereby agrees to pay to Bank, immediately and without demand, all such expenses, together with interest thereon from the date of payment of the same at the Contract Rate. All sums so paid by Bank, and the interest thereon, shall be added to and be secured by the lien of this Mortgage.

Section 8. Condemnation. Unless otherwise prohibited by applicable law, Mortgagor covenants and agrees that the condemnation, or other taking by eminent domain or other proceeding, of the Property and the Collateral, or any part of or interest, right or estate in either or both, shall be an Event of Default under this Mortgage and shall entitle Bank to exercise, at its option, any and all rights and remedies provided to Bank under this Mortgage upon the occurrence of an Event of Default; and, in addition to its other rights and remedies upon the occurrence of an Event of Default, Bank is hereby authorized and empowered and shall have the right and option to apply for, collect and receive the awards or payments made in connection with such condemnation or other proceeding and to apply them in whole or in part in reduction of the Obligations and the other indebtedness and obligations secured by this Mortgage in such order as Bank, in its discretion, may elect, or such order as may be otherwise mandated by applicable law, if any. Mortgagor agrees to execute such further assignments of any such awards or payments as Bank may require and agrees that notwithstanding anything herein to the contrary, the liens and security interests created and established by this Mortgage shall extend to and encumber the awards or payments made in connection with such condemnation or other proceeding.

Section 9. Sale or Transfer of Property; Junior Liens. Except as provided in the **Information Schedule** under the heading "Jurisdiction Specific Provisions", Mortgagor covenants and agrees that the sale, conveyance-in-lieu-of-condemnation, lease, demise, further encumbrance (including, without limitation, by way of mortgage, deed of trust, security deed, deed to secure debt, declaration of trust, assignment, pledge or security agreement), transfer or other disposition by Mortgagor, either directly or indirectly, voluntarily or involuntarily, of all or any part of the Property or the Collateral, or any interest, right or estate in either or both, without Bank's prior written consent, which may be withheld in Bank's sole discretion, shall be an Event of Default under this Mortgage and shall entitle Bank to exercise, at its option, any and all rights and remedies provided to Bank under this Mortgage upon the occurrence of an Event of Default.

Section 10. Security Agreement; Harmonization of Conflicts. Mortgagor hereby grants to Bank a security interest in the Collateral and any of the Property constituting personal property for the purpose of securing the payment of the Obligations, with interest thereon, and extensions, renewals, modifications and amendments thereof, or substitutions and replacements therefor, in whole or in part, the payment of all other sums, with interest thereon, at the Contract Rate, advanced in accordance with the Obligations or hereunder to protect the security of this Mortgage, or advanced to protect the rights of Bank hereunder or under the Obligations, and to secure the performance of the covenants and agreements contained herein and in the Obligations. This Mortgage constitutes a "security agreement" with respect to the Collateral and the Property constituting personal property as that term is now or hereafter used in the Uniform Commercial Code as enacted in the jurisdiction whose laws govern this Mortgage, and Bank shall have all of the rights and remedies provided to a secured party now or hereafter under the Uniform Commercial Code as enacted in such jurisdiction, including, without limitation, the right to proceed against the Collateral and the Property constituting personal property in accordance with the provisions of the Uniform Commercial Code relating to default and enforcement of a security interest by a secured party, or to proceed as to the Collateral and the Property, including, without limitation, that which constitutes personal property, in accordance with laws applicable to foreclosure of real estate interests in the jurisdiction whose laws govern this Mortgage, as provided herein. If Mortgagor has executed and delivered to Bank a separate security agreement or agreements in connection with any or all of the Obligations, that security agreement or those security agreements and the security interests created therein shall be in addition to and not in substitution of this Mortgage and the liens and security

interests created hereby and this Mortgage shall be in addition to and not in substitution of the other security agreement or agreements and the security interests created thereby. In all cases this Mortgage and the aforesaid security agreement or agreements, as well as all other evidences and records of any and all of the Obligations and agreements of other persons who may be obligated on any of the Obligations, shall be applied and enforced in harmony with and in conjunction with each other to the end that Bank realizes fully upon its rights and remedies in each and the liens and security interests created by each; and, to the extent conflicts exist between this Mortgage and the other security agreements or records, they shall be resolved in favor of Bank for the purpose of achieving the full realization of Bank's rights and remedies and the liens and security interests as aforesaid.

Section 11. Hazardous Substances: Public Health and Safety.

11.1 Compliance with Laws. Mortgagor represents and warrants to Bank, after due inquiry and investigation, that while Bank has any interest in or lien upon the Property, the Property and Collateral is and at all times hereafter will continue to be in substantially full compliance with all applicable federal, state and local laws, regulations, ordinances, directives, orders, guidelines and advisory opinions, including, without limitation, (i) environmental laws, regulations, ordinances, directives, orders, guidelines and advisory opinions, (ii) laws, regulations, ordinances, directives, orders, guidelines and advisory opinions relating to access to, from, in, around and over the Property by persons with physical or other disabilities (e.g. Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder and any similarly motivated state and local laws and regulations) and (iii) other laws, regulations, ordinances, directives, orders, guidelines and advisory opinions relating to public health, welfare and safety. Mortgagor further represents and warrants to Bank, after due inquiry and investigation: (1) as of the date hereof, (i) there are no hazardous materials, substances, wastes or other environmentally regulated, controlled or sensitive materials or substances, including, without limitation, any oil, gas or other petroleum related products, any lead based paints, any materials containing asbestos or any biological, chemical or nuclear contaminated materials or substances, located on, in or under the Property or used in connection with the Property or the Collateral, and (ii) there are no harmful or hazardous levels or concentrations of mold, spores or other fungi on, in or under the Property and there are no harmful or hazardous levels or concentrations of radon or other similar gases on, in or under the Property (collectively (i) and (ii), "hazardous substances"); or (2) Mortgagor has fully disclosed to Bank, in writing, the existence, extent and nature of any such hazardous substances, and (i) Mortgagor is legally authorized and empowered to maintain such hazardous substances on, in or under the Property or use them in connection with the Property or the Collateral, (ii) as represented in the first sentence of this Section, such hazardous substances are being used, maintained and controlled in substantially full compliance with all applicable federal, state and local laws, regulations, ordinances, directives, orders, guidelines and advisory opinions and (iii) Mortgagor has obtained and will constantly maintain all licenses, permits and approvals required with respect thereto, and is and will remain in substantially full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals.

11.2 Notices. Mortgagor represents and warrants to Bank that it will promptly notify Bank of the existence of, or any change in the nature or extent of any hazardous substances located or maintained on, in or under the Property or used in connection with the Property or Collateral. Mortgagor has, as of the date hereof, delivered to Bank copies of any citations, orders, notices and other correspondence or communication (collectively, the "regulatory notices") received by Mortgagor with respect to any hazardous substances affecting the Property or Collateral and copies of any regulatory notices known to Mortgagor and received by any other present or former owner or occupant of the Property or Collateral with respect to any hazardous substances affecting the Property or Collateral. Mortgagor covenants and agrees to immediately transmit to Bank copies of any regulatory notices received with respect to any hazardous substances affecting the Property or Collateral.

11.3 Indemnification. Mortgagor shall indemnify and hold Bank harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including, without limitation, clean-up costs), judgments and expenses (including, without limitation, attorneys', consultants' and experts' fees and expenses) of every kind and nature suffered by or asserted against Bank as a direct or indirect result of: (1) any warranty or representation made by Mortgagor in this Section 11 being false or untrue in any material respect; (2) any breach by Mortgagor of a covenant or agreement in this Section 11; or (3) any requirement under any federal, state or local law, regulation, ordinance, directive, order, guideline or advisory opinion which requires the elimination, removal, containment or control of any hazardous substances. Mortgagor's obligations hereunder to Bank shall not be limited

by the term of the Obligations secured hereby, and, as to any act or event occurring prior to payment in full and satisfaction of the Obligations and all other indebtedness and obligations under this Mortgage, Mortgagor's obligations hereunder shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of the Obligations and this Mortgage or foreclosure under this Mortgage or delivery of a deed-in-lieu of foreclosure.

Section 12. Anti-Money Laundering and Anti-Terrorism. Mortgagor represents, warrants and covenants to Bank as follows: (1) Mortgagor (a) is not and shall not become a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (b) does not engage in and shall not engage in any dealings or transactions prohibited by Section 2 of such executive order, and is not and shall not otherwise become associated with any such person in any manner violative of Section 2, (c) is not and shall not become a person on the list of Specially Designated Nationals and Blocked Persons, and (d) is not and shall not become subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order; (2) Mortgagor is and shall remain in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) the Uniting And Strengthening America By Providing Appropriate Tools Required To Intercept And Obstruct Terrorism (USA Patriot Act of 2001); and (3) Mortgagor has not and shall not use all or any part of the proceeds, advances or other amounts or sums constituting or evidenced by the Obligations, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

Section 13. Third Party Mortgagors. Any Mortgagor who executes this Mortgage but is not a party to or obligated on any of the Indebtedness included in the Obligations, is executing this Mortgage to mortgage, grant and convey Mortgagor's interest in the Property and the Collateral under the terms of this Mortgage and, except as otherwise provided in this Mortgage with respect to obligations of Mortgagor hereunder or referred to in this Mortgage, is not personally obligated to pay the sums secured by this Mortgage over and above the value of the Property and the Collateral and the loss such Mortgagor will incur from a foreclosure thereon or from delivery of a deed-in-lieu of foreclosure.

Section 14. Events of Default; Remedies upon Default.

14.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder: (1) the occurrence of an event of default or other default condition under any or all of the Obligations; (2) Mortgagor's breach of any of the terms, conditions or covenants contained in this Mortgage or the occurrence of some other default under this Mortgage; (3) the actual or threatened demolition, injury or waste to the Property, the Collateral, or any part of either or both, which, in the sole opinion of Bank, may impair its value, or the actual or threatened decline in value of the Property or the Collateral; (4) the Property, the Collateral, or any part of either or both, or interest therein, is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes into the possession of any trustee, receiver or person acting in a similar capacity and such attachment, seizure, writ or distress warrant or levy has not been removed, discharged or rescinded within ten (10) days, or if Mortgagor is enjoined, restrained or in any way prevented by court order from continuing to conduct all or any material part of its business affairs, or if a judgment or other claim becomes a lien or encumbrance upon all or any part of the Property or Collateral or any interest therein, or if a notice of lien, levy or assessment is filed of record with respect to the Property or Collateral, or any part thereof or interest therein, by any person, and the same is not paid within ten (10) days after Mortgagor receives notice thereof, provided that none of the foregoing shall constitute an Event of Default where such action or event is stayed or an adequate bond has been posted pending a good faith contest by Mortgagor; (5) the insolvency of Mortgagor or any other person obligated on any of the Obligations, or the appointment of a receiver for, or the filing of a petition of bankruptcy by or against Mortgagor or any person obligated on any of the Obligations; (6) Mortgagor's default in or breach of the Ground Lease, if applicable, or any of the terms, conditions, covenants or agreements contained in any separate assignment of leases given as additional security for the Obligations; (7) Mortgagor's default under the terms of any instrument or other agreement to which

this Mortgage is subordinate or which is subordinate to this Mortgage, or the execution or foreclosure on, or the giving of any notice relative to the execution or foreclosure on any security interest in or lien upon the Property or the Collateral, or any part thereof or any interest therein, to which the security interest and lien of this Mortgage is subordinate or which is subordinate to the security interest and lien of this Mortgage; (8) default by Mortgagor, or any other person obligated thereon (other than Bank), in keeping, performing or observing any term, covenant, agreement or condition of any commitment letter upon which all or any portion of any of the Obligations was predicated, or the default by Mortgagor, or any other person obligated thereunder, under any other loan document executed or delivered by Mortgagor or on behalf of Mortgagor, or such other person, to or in favor of Bank in connection with any of the Obligations; (9) any past, present or future false statement, misrepresentation or withholding of facts by Mortgagor, or any other person obligated on any of the Obligations, to or from Bank in connection with any of the Obligations or this Mortgage, including, without limitation, any false statement, misrepresentation or withholding of facts relative to the Property or the Collateral or in any loan application or other document provided by Mortgagor or such other person to Bank or its representatives, or in any presentation made by Mortgagor or such other person to Bank or its representatives, as to any matter relied upon by Bank in evaluating whether to extend financing to Mortgagor or such other person; (10) default by Mortgagor, or any other person obligated on any of the Obligations, under any indebtedness or other obligation that is not included within the term "Obligations", now owing or which hereafter arises and is owing by Mortgagor or such other person to Bank, or if Mortgagor is an organization and not an individual, default by any subsidiary of Mortgagor under any indebtedness or other obligation now owing or which hereafter arises and is owing by any such subsidiary to Bank regardless of whether such subsidiary is or may in the future be obligated on any of the Obligations; or (11) a determination by Bank that the prospect of payment or performance by Mortgagor, or any other person obligated on any of the Obligations, under all or any of the Obligations is insecure or that a material adverse change in the financial condition of Mortgagor or such other person has occurred since the effective date of this Mortgage.

14.2 Rights and Remedies. Upon the occurrence of an Event of Default under Section 14.1 or any other event defined in this Mortgage as an "Event of Default", or the occurrence of an event which, with the giving of notice or a lapse of time, or both, would become an Event of Default hereunder, Bank shall have the rights and remedies set forth in Sections 14.2.1 through 14.2.4., in addition to its other rights and remedies set forth in this Mortgage.

14.2.1 Accelerate Obligations. Bank shall have the right, at its option, to declare all amounts payable under any or all of the Obligations, as well as any or all of the other indebtedness and obligations secured hereby that are not already due hereunder, to be immediately due and payable without demand or any notice (unless notice is required under any of the Obligations or by law, then such notice as may be required under the Obligations or by law), whereupon the same shall become immediately due and payable, regardless of the maturity date thereof.

14.2.2 Protection of Security. Bank, without any obligation on its part to determine the validity or necessity thereof, may do and cause to be done any one or more of the following: (1) pay the sums for which Mortgagor is obligated, (2) perform or cause to be performed the obligations of Mortgagor or (3) take such other actions as Bank deems necessary to maintain, protect, repair, restore and preserve the Property and the Collateral, and the lien created by this Mortgage, and, in connection therewith, Bank may advance, pay or expend such sums as may be proper or necessary for the maintenance, protection, repair, restoration and preservation of the Property and the Collateral, to maintain insurance (including, without limitation, title insurance), to provide security guards and systems to protect the Property and the Collateral and intervene in any condemnation, foreclosure and other proceedings or disputes affecting the Property or the Collateral. Mortgagor hereby agrees to pay to Bank, immediately and without demand, all such sums so advanced, paid or expended, together with interest thereon from the date of each payment at the Contract Rate. All sums so advanced, paid or expended by Bank, and the interest thereon, shall be added to and be secured by the lien of this Mortgage. Any amounts advanced, paid or expended shall be at Bank's sole option and shall not constitute a waiver of any Event of Default or right arising from the occurrence of an Event of Default.

14.2.3 Foreclosure. Bank shall have the right, at its option, to exercise the rights and remedies set forth in the Information Schedule under the heading "Jurisdiction Specific Provisions". In any foreclosure sale or sales, the Bank shall have the right to sell or cause to be sold either or both the Property and the Collateral, or parts

thereof or interests therein, subject to any liens, security interests and other encumbrances and rights which are subordinate to the lien and security interest hereof, including, without limitation, any leases which may be subordinate hereto; and any such sale or sales shall not release Mortgagor or any other person obligated on the Obligations or the other indebtedness and obligations secured hereby, and shall not provide to them any claim or defense in any action or proceeding brought hereunder by Bank or otherwise brought by Bank to collect full payment of the indebtedness and other obligations secured hereby.

14.2.4 Discontinuance of Proceedings: Position of Parties Restored. If Bank shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise and such proceedings shall have been discontinued or abandoned for any reason, or such proceedings shall have resulted in a final determination adverse to Bank, then and in every such case Mortgagor and Bank shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Bank shall continue as if no such proceedings had occurred or had been taken.

Section 15. Miscellaneous.

15.1 Incorporation of Exhibits. All exhibits, supplements, schedules, addenda and other attachments to this Mortgage are by this reference incorporated herein and made a part hereof as if fully set forth in the body of this Mortgage. The recitals set forth in this Mortgage are also a part of this Mortgage.

15.2 Maintenance of Records by Bank. Bank is authorized to maintain, store and otherwise retain evidences of the Obligations, this Mortgage, any separate security agreements and other agreements executed or delivered or to be executed or delivered by Mortgagor or others on Mortgagor's behalf to Bank in their original, inscribed tangible form or a record thereof in an electronic medium or other non-tangible medium which permits such record to be retrieved in a perceivable form.

15.3 Accuracy of Information Regarding Mortgagor. Mortgagor represents to Bank the information contained in this Mortgage and other information provided to Bank by or on behalf of Mortgagor is true, accurate and correct and Mortgagor agrees to promptly inform Bank in writing of any changes therein or any inaccuracies thereto, such notices to be addressed to Bank and mailed, postage prepaid, to Bank's address set forth herein.

15.4 Credit Investigations; Sharing of Information; Control Agreements. Bank is irrevocably authorized by Mortgagor to make or have made such credit investigations as it deems appropriate to evaluate Mortgagor's credit, personal and financial standing and employment. Mortgagor authorizes Bank to share with consumer reporting agencies and creditors its experiences with Mortgagor and other information in Bank's possession relative to Mortgagor, the Property and the Collateral, but Bank shall not have any obligation to (1) provide information to third persons relative to any of the foregoing or otherwise, (2) subordinate its liens and security interests in the Property and in the Collateral and (3) enter into control agreements and other agreements relative thereto.

15.5 No Deductions for Taxes or Withholdings; Documentary Taxes. All payments made by Mortgagor under this Mortgage shall be made by Mortgagor free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings, and if any present or future applicable law requires such deduction or imposes a tax, levy or charge on this Mortgage or Bank's interest hereunder which is required to be paid by Bank, the same shall be an Event of Default and Bank may exercise, at its option, any and all rights and remedies provided to Bank hereunder upon the occurrence of an Event of Default. In addition, to the extent not prohibited by applicable law and notwithstanding who is liable for payment of the taxes or fees, Mortgagor shall pay upon demand any stamp tax, documentary tax, intangible tax and other taxes, levies and charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Mortgage.

15.6 Marshalling of Assets. Mortgagor hereby waives, to the extent permitted by law, the benefit of all homestead, appraisal, valuation, stay, extension, reinstatement and redemption laws now in force and any hereafter arising and in force and all rights of marshalling in the event of any sale hereunder of the Property, the Collateral or any part or any interest in either or both. Further, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, and on

behalf of each and every person acquiring any interest in or title to the Property or the Collateral subsequent to the date of this Mortgage and on behalf of all other persons to the extent permitted by law.

15.7 Waiver of Statutory Rights. Mortgagor waives any right to require Bank to bring any action against any other person or to require that resort be had to any security or to any balances of any deposit or other accounts on the books of Bank in favor of any other person; and, without limiting the foregoing, but in furtherance thereof, Mortgagor waives any rights Mortgagor otherwise might have or have had under the statutory provisions identified in the **Information Schedule** under the heading "Jurisdiction Specific Provisions", or any other laws that require or may require Bank to recover against some other person, or to realize upon any security which Bank holds for the Obligations. Mortgagor also waives any and all right of subrogation, contribution, reimbursement and indemnity whatsoever or any right of recourse to or with respect to the assets or property of any person that is or may be security for the Obligations.

15.8 Jury; Venue; Jurisdiction. This Mortgage shall be deemed to have been executed and delivered in the jurisdiction listed on the **Information Schedule** as the jurisdiction whose laws govern this Mortgage, regardless of where the signatories may be located at the time of execution and shall be governed by and construed in accordance with the substantive laws of such jurisdiction, excluding, however, the conflict of law and choice of law provisions thereof. Mortgagor, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Mortgage.

15.9 Cumulative Rights, etc. The rights, powers and remedies of Bank under this Mortgage shall be in addition to all rights, powers and remedies given to Bank at law and in equity, and in any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised by Bank from time to time and at any number of times successively, concurrently and alternatively without impairing Bank's rights under this Mortgage.

15.10 No Waiver; No Course of Dealing; No Invalidity. Bank, at any time or times, may grant extensions of time for payment or other indulgences or accommodations to any person obligated on any of the Obligations, or permit the renewal, amendment or modification thereof or substitution or replacement therefor, or permit the substitution, exchange or release of any property securing any of the Obligations and may add or release any person primarily or secondarily liable on any of the Obligations, all without releasing Mortgagor from any of its liabilities and obligations under this Mortgage and without Bank waiving any of its rights and remedies under this Mortgage, or otherwise. No delay or forbearance by Bank in exercising any or all of its rights and remedies hereunder or rights and remedies otherwise afforded by law or in equity shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any Event of Default as set forth herein or in the event of any subsequent Event of Default hereunder. Also, no act or inaction of Bank under this Mortgage shall be deemed to constitute or establish a "course of performance or dealing" that would require Bank to so act or refrain from acting in any particular manner at a later time under similar or dissimilar circumstances. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

15.11 No Oral Change. Subject to the exercise by Bank of its rights and remedies as set forth in this Mortgage and without limiting any of such rights and remedies, this Mortgage, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Mortgagor or Bank, but only by an agreement in writing, signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

15.12 No Usury. Bank does not intend to and shall not reserve, charge or collect interest, fees or charges hereunder in excess of the maximum rates or amounts permitted by applicable law. If any interest, fees or charges are reserved, charged or collected in excess of the maximum rates or amounts, it shall be construed as a mutual mistake by Bank, Mortgagor and the person making the payment if different from Mortgagor, and appropriate adjustments shall be made by Bank and to the extent paid, the excess shall be returned to the person making such a payment.

15.13 Power of Attorney; Financing Statements. Mortgagor does hereby irrevocably constitute and appoint Bank its true and lawful attorney with full power of substitution, for it and in its name, place and stead, to execute, deliver or file such agreements, documents, notices, financing statements and records as Bank, in its sole discretion, deems necessary or advisable to effect the terms and conditions of this Mortgage and to otherwise protect the security of the liens and security interests created by this Mortgage; and, to the extent Bank deems necessary or appropriate, to make public in financing statements or other public filings such information regarding Mortgagor as Bank deems necessary or appropriate, including, without limitation, federal tax identification numbers, social security numbers and other identifying information. The foregoing appointment is and the same shall be coupled with an interest in favor of Bank.

15.14 Payment of Expenses. Without limiting any other provision of this Mortgage relating to Mortgagor's payment of costs and expenses incurred by Bank and those incurred on behalf of Bank, but in addition thereto, Mortgagor shall pay to Bank, on demand, any and all costs and expenses, including, without limitation, legal expenses and attorneys' fees, fees of legal assistants and fees and expenses of other professionals and service providers, incurred or paid by Bank and those incurred or paid on behalf of Bank in doing any one or more of protecting its interest in the Property and the Collateral, collecting any amount payable hereunder or secured hereby, and enforcing its rights hereunder with respect to the Property and the Collateral (including, without limitation, commencing any foreclosure action or prosecuting or defending any legal or equitable proceeding), together with interest thereon at the Contract Rate from the date paid or incurred by or on behalf of Bank until such costs and expenses are paid by Mortgagor. All sums so paid or expended by Bank, and the interest thereon, shall be added to and be secured by the lien of this Mortgage.

15.15 Relationship of Parties; Successors and Assigns. The relationship of Bank to Mortgagor is that of a creditor to an obligor or debtor; and in furtherance thereof and in explanation thereof, Bank has no fiduciary, trust, guardian, representative, partnership, joint venturer or other similar relationship to or with Mortgagor and no such relationship shall be drawn or implied from this Mortgage or any of Bank's actions or inactions hereunder or with respect hereto – and, Bank has no obligation to Mortgagor or any other person relative to administration of the Obligations secured by this Mortgage or the Property or Collateral, or any part or parts thereof or interests therein. The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto, as well as any persons who become bound to this Mortgage as a debtor, but nothing herein contained shall alter or negate the provisions of Section 9. If two or more persons have joined as Mortgagor, each of the persons shall be jointly and severally obligated to perform the obligations herein contained. The term "Bank" shall include any payee of the Obligations or other indebtedness or obligations hereby secured and any transferee or assignee thereof, whether by operation of law or otherwise; and Bank may transfer, assign or negotiate all or any of the Obligations or other indebtedness or obligations secured by this Mortgage from time to time without the consent of Mortgagor and without notice to Mortgagor and any transferee or assignee of Bank or any transferee or assignee of another may do the same without Mortgagor's consent and without notice to Mortgagor. Mortgagor waives and will not assert against any transferee or assignee of Bank any claims, defenses, set-offs or rights of recoupment which Mortgagor could assert against Bank, except defenses which Mortgagor cannot waive.

15.16 Notices. All notices, certificates, requests for information and other communications hereunder shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses of the parties as set forth in this Mortgage. Mortgagor and the Bank may, by written notice given hereunder, designate a different address where communications should be sent and Bank may direct, by notice to Mortgagor, for communications to be sent electronically or in some other non-tangible medium.

15.17 Use and Application of Terms. To the end of achieving the full realization by Bank of its rights and remedies under this Mortgage, including payment in full of the Obligations, in using and applying the various terms, provisions and conditions in this Mortgage, the following shall apply: (1) the terms "hereby", "hereof", "herein", "hereunder", and any similar words, refer to this Mortgage; (2) words in the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular numbered meaning include the plural number, and vice versa; (3) words importing persons include firms, companies, associations, general partnerships, limited partnerships, limited liability partnerships, limited liability limited partnerships, limited liability companies, trusts, business trusts, corporations and other legal organizations, including public and quasi-public

bodies, as well as individuals; (4) the use of the terms "including" or "included in", or the use of examples generally, are not intended to be limiting, but shall mean, without limitation, the examples provided and others that are not listed, whether similar or dissimilar; (5) the phrase "costs and expenses", or variations thereof, shall include, without limitation, reasonable attorneys' fees and fees of legal assistants, and reasonable fees of accountants, engineers, surveyors, appraisers and other professionals or experts – and all references to attorneys' fees or fees of legal assistants, or fees of accountants, engineers, surveyors, appraisers or other professionals or experts shall mean reasonable fees; (6) as the context requires, the word "and" may have a joint meaning or a several meaning and the word "or" may have an inclusive meaning or an exclusive meaning; (7) the term "subsidiary" means any registered organization or other organization (i) the majority (by number of votes) of the outstanding voting interests of which is at the time owned or controlled by Mortgagor, or by one or more subsidiaries of Mortgagor, or Mortgagor and one or more subsidiaries of Mortgagor, or (ii) otherwise controlled by or within the control of Mortgagor or any subsidiary; (8) all terms used in this Mortgage that are not defined in this Mortgage or in the Obligations secured hereby, but are defined in the Uniform Commercial Code in effect in the jurisdiction whose laws govern this Mortgage, shall have the meaning ascribed to such terms from time to time in said Uniform Commercial Code; (9) any reference contained in this Mortgage to specific statutes or laws shall include any successor statutes or laws, as the case may be; (10) headings and captions used in this Mortgage are for convenience only, and shall not be used to interpret, construe, define, limit or expand the terms and conditions of this Mortgage; (11) this Mortgage shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Mortgage; and (12) "Mortgage" means this Mortgage, Assignment of Rents and Security Agreement, together with any and all extensions, renewals, amendments, modifications, restatements, substitutions and replacements hereof or herefor.

15.18 Cancellation and Period of Mortgage. If at any time during the period of this Mortgage there is no indebtedness outstanding under any of the Obligations, no obligation of Bank to make any further or additional advances to any person under the Obligations, and all indebtedness and other obligations due and owing under this Mortgage and the Obligations, whether by Mortgagor, some other person or Mortgagor and some other person (jointly and severally), have been paid and satisfied in full, Bank will, upon written request of Mortgagor and at Mortgagor's costs and expense (including, without limitation, attorneys' fees) if permitted by applicable law, execute and deliver to Mortgagor a reconveyance or satisfaction of this Mortgage. Unless earlier cancelled as provided in the preceding sentence and without extending the due date of any payment and the date of performance of any obligation under any of the Obligations and under this Mortgage as set forth herein and therein, and assuming no other provision in this Mortgage specifically provides to the contrary, the period of this Mortgage (including its lien and security interest) and the period by which all of the terms and conditions of this Mortgage are required to be finally and fully performed shall be a date thirty (30) years from the effective date of this Mortgage.

(Signatures Begin on the Next Page, Followed by Information Schedule, Attachments, Etc.)

Notice - Waiver of Right of Appraisal

The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.

The undersigned has executed this Mortgage as of the effective date stated in the **Information Schedule**.

Signed, sealed and delivered in the presence of:

Witness:

ROA, LLC

By:

Deborah Rice-Marko

Print Name: Deborah Rice-Marko

Title: Member

Print Name: *Eric J. Davidson*

Print Name: *Zan Suren-Deitz*

**Acknowledgments to
Mortgage**

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

I, Zan Suren-Deitz, Notary Public for South Carolina, do hereby certify that ROA, LLC, by Deborah Rice-Marko, its Member, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 8 day of November, 2007.

Notary Public for the State of _____

My Commission Expires: _____

ZAN SUREN DEITZ
NOTARY PUBLIC, STATE OF SOUTH CAROLINA
QUALIFIED IN CHARLESTON COUNTY
COMMISSION EXPIRES JUNE 13, 2015

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**Exhibit A
to Mortgage
(Description Of Property)**

ALL that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, known and designated as **438 King Street** on that certain plat entitled "**PLAT SHOWING PROPERTY LINE ADJUSTMENT AT #46 AND #48 JOHN STREET AND #430, #432, #434, #438, THE REAR OF #440 KING STREET AND PARCEL A, IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, THESE PROPERTIES ARE PRESENTLY OWNED BY RICHARD S. W. STONEY AND THEODORE D. STONEY, JR.**" dated June 17, 2004, recorded in Plat Book EH at page 219 in the RMC Office for Charleston County, South Carolina; said property having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

THIS BEING the same property conveyed to the Mortgagor(s) herein by Deed of 438 King Street, LLC, dated the 17th day of April 2007 recorded in Book U622 at page 719 in the RMC Office aforesaid.

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**Mortgage Supplement
& Information Schedule**

Subject		Information
Effective Date:		Date: November 9, 2007
Mortgagor:	Full Legal Name:	ROA, LLC
	Street Address:	32 South Battery
	P.O. Box:	
	City:	Charleston
	State:	South Carolina
	Zip Code:	29401
	Type of Organization:	Limited liability company
	State of Organization:	South Carolina
	Jurisdiction	None
	Organization No.:	
	Chief Executive Office:	32 South Battery, Charleston, South Carolina 29401
Bank:	Full Name:	RBC Centura Bank
	Street Address:	100 Calhoun Street, Second Floor
	P.O. Box:	
	City:	Charleston
	State:	South Carolina
	Zip Code:	29401
Obligations:		In this Mortgage the term "Obligations" shall mean, and this Mortgage secures payment and performance of, among other indebtedness and obligations as provided herein, each and all of the following: the promissory note dated of even date with this Mortgage executed by Mortgagor in favor of Bank in the face amount of Three Million Nine Hundred Twenty Thousand and No/100 Dollars (\$3,920,000.00), and any and all extensions, renewals, modifications, amendments, substitutions and replacements therefor and thereof, in whole and in part;
Permitted Liens:		1. None
Jurisdiction whose Laws Govern Mortgage:		State of South Carolina
Changes to Mortgage		See Attachment dated as of the effective date of this Mortgage

Jurisdiction Specific Provisions	
1.	Future Advance Mortgage. This is a Mortgage for future advances as provided in Section 29-3-50 of the Code of South Carolina (1976), as amended from time to time, or any successor statute ("S.C. Code"); and this Mortgage and the parties hereto shall be subject to such statute and receive all of the rights, privileges and benefits afforded by such statute. In accordance with S.C. Code §29-3-50, the total principal amount of existing indebtedness and future advances outstanding under the Obligations at any one time may not exceed the maximum principal amount of present and future obligations stated in Recital B to this Mortgage.
2.	Remedies – Foreclosure. (a) Foreclosure. Upon the occurrence of an Event of Default under Section 14.1 or any other event defined in this Mortgage as an "Event of Default", or the occurrence of an event which, with the giving of notice or a lapse of time, or both, would become an Event of Default hereunder, Bank is authorized and shall have the power to foreclose this Mortgage through one or more suits at law, proceedings in equity or any other proceedings relating to foreclosure of mortgages or collection of indebtedness secured by a mortgage which are permissible at the time of the occurrence of the Event of Default (or the event which, with the giving of notice or a lapse of time, or both, would become an Event of Default), including power of sale if such remedy is available or becomes available or judicial foreclosure, without declaration of such option and without notice to Mortgagor, unless notice is required by applicable law. In any proceeding to foreclose this Mortgage or otherwise to collect on the indebtedness and obligations secured hereby, Bank may sell or cause to be sold at one or more sales the Property (together with the Collateral if Bank so chooses); or such part or parts thereof or interests therein as Bank may select, in order to pay the Obligations and all other indebtedness and obligations secured hereby, together with all expenses of sale and of all proceedings in connection therewith, including reasonable attorneys' fees actually incurred and all costs of such sale or sales. (b) Separate Sales. In furtherance of the provisions in (a) above and in order to provide Bank the widest possible discretion permitted by law with respect to all aspects of any sale or sales – which Mortgagor agrees Bank is entitled, in the event of any sale under this Mortgage pursuant to any order in any judicial proceedings or otherwise, the Property may be sold as an entirety or in separate parcels at one or more sales and in such manner or order as Bank in its sole discretion may elect, and if Bank so elects, Bank may sell the Collateral covered by this Mortgage with the Property, or at one or more separate sales in any manner permitted by the Uniform Commercial Code of the State of South Carolina, and one or more exercises of the rights and remedies herein granted shall not extinguish nor exhaust such rights and remedies until the entire Property is sold or the Obligations and other indebtedness and obligations secured hereby are paid in full. Without limiting the foregoing, but in furtherance thereof, if the Obligations or any of them, or any of the other indebtedness or obligations secured hereby are secured by any other mortgage, deed to secure debt, deed of trust, security deed, security agreement, pledge, assignment, guaranty or other supporting obligation or other security document, Bank may at its option exhaust the remedies granted under any of said security documents either concurrently, alternately, successively or independently, and in such order and at such time or times as Bank may determine in its discretion. (c) Application of Proceeds. Unless a different order of application is mandated under applicable law, proceeds derived from any sale as provided above shall be applied to pay, <u>first</u>, costs and expenses of the foreclosure proceeding, including court costs, reasonable attorneys' fees and fees of legal assistants, fees of other professionals such as accountants, reasonable auctioneers' fees if such expenses have been incurred, and any other expenses or advances made or incurred in the protection of the rights of Bank or in the pursuit of any remedy hereunder; <u>second</u>, to taxes and assessments due and unpaid, if Bank deems it appropriate to do so; <u>third</u>, to the payment of any indebtedness and other obligations (including, without limitation, principal, interest, fees, premiums, penalties, charges and costs and expenses on the Obligations) secured by this Mortgage in such order as may be directed by Bank; and <u>fourth</u>, the balance, if any, to the person or

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	persons entitled thereto, or if a conflict exists as to the person or persons entitled thereto, the same shall be held by or paid to the appropriate court in the county in which the foreclosure was held. (d) <u>Purchase by Bank.</u> Upon any foreclosure sale or sales of all or any portion of the Property or Collateral as provided herein, Bank may bid for and purchase the Property and Collateral through a credit bid against the Obligations and other indebtedness and obligations secured hereby, or otherwise.
3.	Deficiency Judgment. Mortgagor acknowledges that in any foreclosure proceeding or thereafter, Bank may seek a deficiency judgment against Mortgagor pursuant to S.C. Code §29-3-660 or other applicable law.
4.	Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. <u>THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.</u> (S.C. Code Ann. §29-3-680 through 760).

Mortgagor's Acknowledgement:

ROA, LLC

By: Deborah Rice-Marko
Print Name: Deborah Rice-Marko
Title: Member

Witness: [Signature]
Print Name: Eric J. Davidson

Witness: [Signature]
Print Name: Zan Suren-Deitz

Attachment
To
Mortgage
(Changes to Mortgage)

The Mortgage is amended as follows:

1. Section 4.3 of the Mortgage is hereby deleted in its entirety.
2. The Bank shall not exercise any remedy resulting from the occurrence of an Event of Default described in Section 14.1(1) of the Mortgage, unless the event of default or default condition under the Obligations, or the act, omission, or occurrence giving rise to such event of default or default condition, shall have continued unremedied beyond applicable cure and/or notice period, if any, set forth in the Obligations.
3. The Bank shall not exercise any remedy resulting from the occurrence of an Event of Default described in Section 14.1(2) of the Mortgage that is or arises from the failure of the Mortgagor to perform a monetary obligation, unless the Bank shall have first given the Mortgagor notice of such failure, and such failure shall have continued unremedied for ten (10) days thereafter.
4. The Bank shall not exercise any remedy resulting from the occurrence of an Event of Default described in Section 14.1(2) of the Mortgage that is or arises from the failure of the Mortgagor to perform a obligation other than an obligation of the payment of money, unless the Bank shall have first given the Mortgagor notice of such failure, and such failure shall have continued unremedied for a period of thirty (30) days after written notice thereof is given by the Bank to the Mortgagor; provided, however, that if such breach or default does not arise from an obligation, covenant or agreement for the payment of money and is susceptible of being cured by the Mortgagor, but not reasonably within thirty (30) days, no default shall be deemed to have occurred so long as the Mortgagor commences cure within such thirty (30) days and diligently pursues such cure to completion and such cure is completed within ninety (90) days.
5. The Bank shall not exercise any remedy resulting from the threatened (but not actual) demolition, injury, or waste to the Collateral as described in Section 14.1(3) of the Mortgage, if within ten (10) days after demand by the Bank the Mortgagor shall have provided adequate assurance acceptable to the Bank in its sole discretion that no such demolition, injury, or waste to the Collateral will occur.
6. The Bank shall not exercise any remedy resulting from the occurrence of an Event of Default described in Section 14.1(7) of the Mortgage, unless the default under the instrument or agreement giving rise to such Event of Default shall have continued unremedied thereafter beyond any applicable cure and/or notice period set forth in the instruments or other agreements referred to in Section 14.1(7);
7. The Bank shall not exercise any remedy resulting from the occurrence of an Event of Default described in Section 14.1(8) of the Mortgage that is or arises from the failure of the Mortgagor to perform a monetary obligation, unless the Bank shall have first given the Mortgagor notice of such failure, and such failure shall have continued unremedied for ten (10) days thereafter.
8. The Bank shall not exercise any remedy resulting from the occurrence of an Event of Default described in Section 14.1(8) of the Mortgage that is or arises from the failure of the Mortgagor to perform a obligation other than an obligation of the payment of money, unless the Bank shall have first given the Mortgagor notice of the default under the Commitment giving rise to the Event of Default, and such default shall have continued unremedied thereafter for a period of thirty (30) days after written notice thereof is given by the Bank to the Mortgagor; provided, however, that if such breach or default does not arise from term, covenant, agreement, or condition for the payment of money and is susceptible of being cured by the Mortgagor, but not reasonably within thirty (30) days, no default shall be deemed to have occurred so long as the Mortgagor commences cure within such thirty (30) days and diligently pursues such cure to completion and such cure is completed within ninety (90) days;
9. Section 14.1(9) is hereby deleted in its entirety and the following section 14.(9) is substituted in its stead:
 "(9) any past, present or future material false statement, misrepresentation or withholding of facts by Mortgagor, or any other person obligated on any of the Obligations, to or from Bank in connection with any of the Obligations or this Mortgage, including, without limitation, any material false statement, misrepresentation or withholding of facts relative to the Property or the Collateral or in any loan application or other document provided by Mortgagor or such other person to Bank or its

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representatives, or in any presentation made by Mortgagor or such other person to Bank or its representatives, as to any matter relied upon by Bank in evaluating whether to extend financing to Mortgagor or such other person;"

10. Section 14.1(10) and Section 14:(11) of the Mortgage are hereby deleted.

The undersigned have executed this Attachment to Mortgage as of the day and year first above stated.

ROA, LLC

By: Deborah Rice-Marko

Print Name: Deborah Rice-Marko

Title: Member

Witness: Eric J. Davidson

Print Name: Eric J. Davidson

Witness: Zan Suren-Deitz

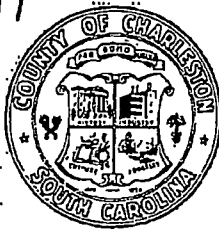
Print Name: Zan Suren-Deitz

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DW

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FILED
November 14, 2007
9:52:50 AM
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Charlie Lybrand, Register Charleston County, SC

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125-H Wappoo Creek Dr.

Charleston

SC 29412

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21

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**RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:**

Cross reference to:
Book A 644 at Page 387
Charleston County Records

Nathan C. Fuller, Esq.
Nelson Mullins Riley & Scarborough LLP
100 North College Street, Suite 4200
Charlotte, NC 28202

MODIFICATION OF MORTGAGE

by and from

ROA, LLC "Mortgagor"

to

RBC Bank (USA), "Mortgagee"

(the successor in interest to RBC Centura Bank and Centura Bank)

Dated as of July 15, 2011

Location: 438 King Street
City of Charleston
County: Charleston
State: South Carolina

EXHIBIT

GG

MODIFICATION OF MORTGAGE
(City of Charleston, Charleston County, South Carolina)

THIS MODIFICATION OF MORTGAGE (this "Modification"), is dated as of this 15th day of July, 2011, by ROA, LLC, having an address of 32 South Battery, Charleston, South Carolina 29401 ("Mortgagor"), and RBC Bank (USA), having an office at 4961 Long Beach Road, Southport, North Carolina 28461 (the successor in interest to RBC Centura Bank and Centura Bank, together with its successors and assigns, "Mortgagee").

WITNESSETH:

WHEREAS, the Obligors (hereinafter defined) and Mortgagee are party to certain Loan Documents (as defined in the Forbearance Agreement, hereinafter defined);

WHEREAS, **DEBORAH RICE-MARKO**, a resident of the State of South Carolina ("DRM"), **GW DORCHESTER, LLC**, a South Carolina limited liability company ("Dorchester"), **LIBERTY COTTAGES, LLC**, a South Carolina limited liability company ("Liberty Cottages"), **ROA, LLC**, a South Carolina limited liability company ("ROA"), **ROYAL BEACH PROPERTIES, LLC**, a South Carolina limited liability company ("Royal"), **THE BROTHERS OF SC, LLC**, a South Carolina limited liability company (as successor in interest to The Brothers of NC, LLC, "Brothers"), and **USS CLARKSVILLE, LLC**, a South Carolina limited liability company ("Clarksville") (**DRM**, **Dorchester**, **Liberty Cottages**, **ROA**, **Royal**, **Brothers** and **Clarksville** are each referred to herein as a "Borrower" and collectively as the "Borrowers"), **DRM** (in her capacity as a guarantor), **LIBERTY COTTAGES LAND, LLC**, a South Carolina limited liability company ("Liberty Land"), **JOHN E. MARKO, JR.**, a resident of the State of South Carolina ("JEM"), **EVAN R. MARKO**, a resident of the State of South Carolina ("ERM"), and **THE ESTATE OF EVELYN D. RICE** ("Estate") (**DRM**, **Liberty Land**, **JEM**, **ERM** and **Estate** are each referred to herein as a "Guarantor" and collectively as the "Guarantors"; the **Borrowers** and the **Guarantors** are collectively referred to herein as the "Obligors" and individually as an "Obligor") and Mortgagee are entering into that certain Forbearance Agreement dated as of the date hereof (the "**Forbearance Agreement**"; all capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Forbearance Agreement);

WHEREAS, to secure the indebtedness described in each Original Mortgage (as defined below), Mortgagor executed a mortgage dated as of November 9, 2007, in favor of Mortgagee and recorded on November 14, 2007 in the Office of the ROD for Charleston County in Book A 644 at Page 387 (as amended or modified prior to the date hereof, individually and collectively, each an "**Original Mortgage**" and collectively, the "**Original Mortgages**"), encumbering the real property described therein;

WHEREAS, pursuant to the Forbearance Agreement, the Mortgagee has agreed to continue to provide certain financial accommodations to the Obligors;

WHEREAS, Mortgagor is receiving a good and valuable benefit, the sufficiency and receipt of which is hereby acknowledged, from the Mortgagee in its continuing to extend credit and provide financial accommodations under the Forbearance Agreement and the other Loan Documents;

WHEREAS, Mortgagor and Mortgagee wish to further modify each Original Mortgage to secure the additional obligations of the Obligors with respect to the financial accommodations provided pursuant to the Forbearance Agreement and the other Loan Documents; and

WHEREAS, each Original Mortgage, as modified hereby, is referred to herein as the "Modified Mortgage."

NOW, THEREFORE, in consideration of mutual covenants contained herein, the indebtedness secured by each Original Mortgage, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Modification of Mortgage.

a. In order to have each Original Mortgage secure the additional indebtedness, liabilities and obligations presently or hereafter extended to the Obligors pursuant to the Forbearance Agreement and the other Loan Documents, in addition to all indebtedness, liabilities and obligations secured thereunder as of the date of such Original Mortgage, the indebtedness, liabilities and obligations secured by each Original Mortgage are hereby modified to add and include the indebtedness described below (without duplication):

All Loans, and other indebtedness, advances, debts, liabilities, obligations, covenants and duties owing by any Obligor to the Mortgagee or any other person or entity required to be indemnified, that arises under any Loan Document, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, guaranty, indemnification or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired, including without limitation (i) payment of all sums, with interest thereon, now or hereafter advanced under any Loan Document to maintain, protect, repair, restore, preserve and enforce the Collateral and the liens and security interests created by any Loan Document; (ii) payment of all sums, with interest thereon, now or hereafter advanced to protect and enforce the rights and remedies of Mortgagee hereunder or under any one or more of the other Loan Documents; (iii) payment of any and all present and future indebtedness and other obligations under each one of and all of the Loan Documents that are not encompassed in the foregoing,

including payment of any and all premiums and other obligations relating to any Rate Management Transaction; (iv) performance of the covenants, terms and conditions contained in each one of and all of the Loan Documents; and (v) payment of all monetary obligations incurred by or accrued to the Mortgagee during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, relative to a Loan Party or any one or more of the Loan Documents.

2. Increase to the Maximum Aggregate Principal Sum Secured by the Mortgage. All references in each Original Mortgage to a maximum amount indebtedness secured thereby are hereby deleted and replaced with the amount of \$25,000,000.00.

3. Maturity Date. All references in each Original Mortgage to a maturity date are hereby deleted and replaced with the date of July 15, 2013.

4. Additional Modifications to Mortgage. Notwithstanding anything in the recitals to the Original Mortgages or any other provision of the Original Mortgages to the contrary, each Original Mortgage is hereby amended and modified to provide that (a) wherever in such Original Mortgage reference is made to any promissory note or notes such reference shall be to the promissory notes set forth on Exhibit A, as amended or modified from time to time; (b) wherever in such Original Mortgage reference is made to any borrower, such reference shall be to the Obligors, as defined herein; (c) wherever in such Original Mortgage reference is made to any loan document, such reference shall include the Loan Documents, as defined in the Forbearance Agreement; and (d) wherever in such Original Mortgage reference is made to any default or event of default, such reference shall include each Event of Default, as defined in the Forbearance Agreement, and (i) any default (and the expiration of all applicable cure periods) or event of default under each Modified Mortgage shall be an Event of Default under the Forbearance Agreement, and (ii) any Event of Default under the Forbearance Agreement shall be an event of default under each Modified Mortgage. In the event of any inconsistency or conflict between the terms of any Original Mortgage and the terms of this Modification, the terms of this Modification shall control. In the event of any inconsistency or conflict between the terms of any Modified Mortgage and the terms of the Forbearance Agreement, the terms of the Forbearance Agreement shall control.

5. Ratification. Except as modified hereby, the terms and conditions of the Original Mortgages shall remain in full force and effect, and Mortgagor hereby ratifies the terms and conditions thereof and reaffirms the covenants, representations and warranties given therein.

6. No Release or Novation. This Modification does not extinguish the outstanding indebtedness or any other obligation or discharge or release the lien of any Original Mortgage or any other security. Nothing herein contained shall be construed as a substitution or novation of any Original Mortgage or the indebtedness secured thereby,

which shall remain in full force and effect, except as modified hereby. Each Modified Mortgage constitutes a binding obligation of the Mortgagor and a continuing lien over and security interest in the property encumbered thereby.

7. Successors and Assigns. This Modification shall be binding upon and inure to the benefit of the Mortgagor and Mortgagee and their respective successors and assigns.

8. Multiple Counterparts. This Modification may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

9. General Terms. Each Modified Mortgage and the other Loan Documents, including the Obligations and the Forbearance Agreement, are incorporated into each other and they are each a part of the other. The terms and conditions of one or more of the Loan Documents may include, among other things, provisions for the increase or decrease in the principal amount of the Obligations, adjustment of the interest rate or rates applicable to the Obligations, adjustments in payments relative to the Obligations and extension or renewal of the maturity date or dates of the Obligations. One or more of the Loan Documents may also contain provisions permitting other adjustments in the Obligations. All of the Loan Documents will be applied and enforced in harmony with and in conjunction with each other to the end that Mortgagee realizes fully upon its rights and remedies in each and the liens and security interests created by each; and, to the extent conflicts exist between any Modified Mortgage and the other Loan Documents, including conflicts relative to the meanings/use of terms, they will be resolved in favor of Mortgagee for the purpose of achieving the full realization of Mortgagee's rights and remedies and the liens and security interests as aforesaid. The recitals are part of each Modified Mortgage. All exhibits and other attachments to each Modified Mortgage are incorporated herein. Mortgagor waives the benefit of all present and future homestead, appraisal, valuation, stay, extension, reinstatement and redemption laws, and all rights to require marshalling. Mortgagor, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to each Modified Mortgage. Each Modified Mortgage will be governed by and construed in accordance with the laws of the State of South Carolina, excluding, however, the conflict of law and choice of law provisions thereof. Except as otherwise provided in each Modified Mortgage, the terms and conditions of each Modified Mortgage may be changed only by an agreement in writing signed by Mortgagee and Mortgagor. Mortgagor does hereby irrevocably constitute and appoint Mortgagee its true and lawful attorney with full power of substitution, for it and in its name, place and stead, to do or cause to be done such acts as Mortgagee, in its sole discretion, deems necessary and advisable to effect the terms and conditions of each Modified Mortgage and the other Loan Documents and to otherwise realize Mortgagor's rights, authority and powers hereunder and thereunder, and the benefits provided to Mortgagor herein and therein. The foregoing appointment is and the same will be coupled with an interest in

Mortgagee's favor. Subject to the limitations on Mortgagor's right to assign set forth herein and any other limitations on assignment in any of the other Loan Documents, the covenants, terms and conditions contained in each Modified Mortgage will bind, and the benefits and powers will inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. At any time or times and without notice to Mortgagor or any other person, Mortgagor may assign any or all of the Obligations or sell or transfer one or more participations in any of the Obligations, and in connection with any such assignments, sales or other transfers, may assign Mortgagor's rights and benefits under each Modified Mortgage and any of the Loan Documents in whole or in part; and, each Modified Mortgage will apply to, be binding upon and inure to the benefit of each one of and all of Mortgagor's participants, successors and assigns, including any agent that may administer or service any of the Obligations for any holder of any of the Loan Documents, or any assignees, transferees or participants. All notices and other communications under each Modified Mortgage will be given in accordance with the applicable provisions of the Forbearance Agreement. Mortgagor and Mortgagee may, by written notice given hereunder, designate a different address where communications should be sent and Mortgagee may direct, by notice to Mortgagor, for communications to be sent electronically or in some other non-tangible medium.

10. Deficiency Judgment. Mortgagor acknowledges that in any foreclosure proceeding or thereafter, Mortgagee may seek a deficiency judgment against Mortgagor pursuant to S.C. Code §29-3-660 or other applicable law.

[SIGNATURES BEGIN ON NEXT PAGE]

WAIVER OF APPRAISAL. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the premises apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. **THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE PREMISES.**

IN WITNESS WHEREOF, the undersigned have executed this Modification as of the day first above written.

MORTGAGOR:

ROA, LLC

Witness Ruby Murray
Witness [Signature]

By: [Signature]
Name: Deborah Rice-Marks
Title: Manager

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) Acknowledgment

I, the undersigned Notary Public for the State and County, so hereby certify that Deborah Rice-Marks is the Manager of ROA, LLC, whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn To and Subscribed Before Me

This 15th day of July, 2011.

[Signature] (L.S.) (SEAL)
Notary Public of South Carolina

My commission expires: 7-24-2014

MORTGAGEE:

RBC BANK (USA)

Witness Allison Williams

Witness Jesse Watt

By: [Signature]
 Name: William H. Harrington, Jr.
 Title: Bank Officer

STATE OF North Carolina)

COUNTY OF Brunswick)

Acknowledgment

I, the undersigned Notary Public for the State and County, so hereby certify that William H. Harrington Jr. is the Bank Officer of RBC Bank (USA), whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn To and Subscribed Before Me

This 1st day of July, 2011.

[Signature] (L.S.) (SEAL)
 Notary Public of Brunswick County

My commission expires: 4/24/2016

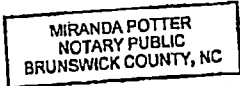


EXHIBIT A

Promissory Notes

1. Amended and Restated Promissory note made by DRM in favor of Mortgagor dated July 15, 2011, in the principal amount of \$1,595,983.91,
2. Amended and Restated Promissory note made by Dorchester dated July 15, 2011, in the principal amount of \$2,327,500.00,
3. Amended and Restated Promissory note made by Clarksville dated July 15, 2011, in the principal amount of \$430,324.41,
4. Amended and Restated Promissory Note made by Liberty Cottages dated July 15, 2011, in the principal amount of \$1,271,220.00,
5. Amended and Restated Promissory Note made by ROA dated July 15, 2011, in the principal amount of \$1,294,197.25,
6. Amended and Restated Promissory Note made by ROA dated July 15, 2011, in the principal amount of \$3,396,459.83,
7. Amended and Restated Promissory Note made by Royal dated July 15, 2011, in the principal amount of \$3,262,500.00,
8. Amended and Restated Promissory Note made by Brothers dated July 15, 2011, in the principal amount of \$1,087,495.68, and
9. Amended and Restated Promissory Note made by Brothers dated July 15, 2011, in the principal amount of \$4,900,000.00.

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Filed By: *DW*
NELSON MULLINS RILEY & SCARBOROUGH LLP
P. O. BOX 11070
COLUMBIA SC 29211

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Charlie Lybrand, Register Charleston County, SC		

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MAKER:

ROA LLC

RECIPIENT:

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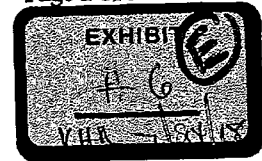
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Of Counsel
sboone@mcnair.net

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SC 29401
843 723 7831 Main | 843 722 3227 Fax
Mailing Post Office Box 1431 | Charleston, SC 29402
VCard | Bio URL | Web site

From: Eric Bradshaw [mailto:eb@bradshaw-company.com]
Sent: Friday, April 05, 2013 9:01 AM
To: Boone, Sid; James Olson
Subject: RE: 438 King

Sid:

Doesn't look like we're going to be ready to close today unfortunately. Debbie asked me to reach out to you one more time to see if Eddie will agree to extend the contract further so that she may have more time to get things in order.
Thanks Sid.

-Eric

Eric J. Bradshaw
LL.M. in Taxation

Bradshaw & Company, LLC
147 Wappon Creek Drive - Suite 605
Charleston, South Carolina 29412

Office: 843.795-1909; Facsimile: 843.795.2349
Cellular: 843.324.1061
www.Bradshaw-Company.com

UNLESS EXPRESSLY STATED OTHERWISE ABOVE, (1) NOTHING CONTAINED IN THIS MESSAGE WAS INTENDED OR WRITTEN TO BE USED, CAN BE USED BY ANY TAXPAYER OR MAY BE RELIED UPON OR USED BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THE TAXPAYER UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, (2) ANY WRITTEN STATEMENT CONTAINED IN THIS MESSAGE RELATING TO ANY FEDERAL TAX TRANSACTION(S) OR MATTER(S) MAY NOT BE USED BY ANY PERSON TO SUPPORT THE PROMOTION OR MARKETING OF OR TO RECOMMEND ANY FEDERAL TAX TRANSACTION(S) OR MATTER(S) ADDRESSED IN THIS MESSAGE, AND (3) ANY TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR WITH RESPECT TO ANY FEDERAL TAX TRANSACTION OR MATTER CONTAINED IN THIS MESSAGE.

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THE INFORMATION CONTAINED IN THIS E-MAIL MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE RECIPIENT(S) NAMED ABOVE. THIS MESSAGE AND ITS ATTACHMENTS MAY BE AN ATTORNEY-CLIENT COMMUNICATION AND, AS SUCH, IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY E-MAIL, AND DELETE THE ORIGINAL MESSAGE.

Boone, Sid

From: Eddie Buck [ebuck@jupiterhd.com]
Sent: Friday, April 05, 2013 10:36 AM
To: Boone, Sid
Cc: Edgar Buck
Subject: FW: Closing

FYI.....must be a lender issue

From: Eddie Buck
Sent: Friday, April 05, 2013 10:35 AM
To: 'Christmas4@aol.com'
Subject: RE: Closing

Debbie:

Is there something I can help with? The deadline for my 1031 is Tuesday April 9th. We are ready to close and have been and need to close ASAP.

Eddie

From: Christmas4@aol.com [mailto:Christmas4@aol.com]
Sent: Friday, April 05, 2013 10:31 AM
To: Eddie Buck
Subject: Re: Closing

eddie

i apologize for the inconvenience and i am working very hard at getting this to close.
i will be in touch later this afternoon
obviously i need an extension
what is the latest date you can close with your 1031 deadline
could we have an extension to the 3rd of may
thank you
debbie

In a message dated 4/5/2013 9:04:40 A.M. Eastern Daylight Time, ebuck@jupiterhd.com writes:

Debbie:

Please help me understand why the closing has not occurred as per the contract and you are non responsive.

Eddie

Thanks Sid. I'll get you what I can as soon as I can. I need to meet with Debbie to get her to sign unless you just want to review our standard seller docs. Thanks for everything and I hope you have a great weekend. -Eric

Bradshaw & Company, LLC
147 Wappoo Creek Drive - Suite 605
Charleston, South Carolina 29412

UNLESS EXPRESSLY STATED OTHERWISE ABOVE, (1) NOTHING CONTAINED IN THIS MESSAGE WAS INTENDED OR WRITTEN TO BE USED, CAN BE USED BY ANY TAXPAYER OR MAY BE RELIED UPON OR USED BY ANY TAXPAYER, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THE TAXPAYER UNDER THE INTERNAL REVENUE CODE OF 1954, AS AMENDED; (2) ANY INFORMATION CONTAINED HEREIN IS NOT TO BE USED BY ANY PERSON TO SUPPORT THE PROMOTION OR MARKETING OF OR TO RECOMMEND ANY FEDERAL TAX TRANSACTION(S) OR MATTER(S) ADDRESSED IN THIS MESSAGE; AND (3) ANY TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR WITH RESPECT TO ANY FEDERAL TAX TRANSACTION OR MATTER CONTAINED IN THIS MESSAGE.

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From: Boone, Sid [mailto:SBoone@mcnair.net]
Sent: Friday, April 05, 2013 9:26 AM
To: Eric Bradshaw
Cc: Alexander, Jay
Subject: RE: 438 King

Eric, I sent a notice of default to you just to start the 30 days to cure. We just want to close as soon as possible. If you could at least send seller documents it would help me. Jay can send you our title commitment if that would help.

531

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Appeal from Charleston County
Court of Common Pleas

RECEIVED

JUN 03 2019

The Honorable D. Craig Brown, Circuit Judge

SC Court of Appeals

Appellate Case No. 2018-001729
Circuit Court Case Number 2016-CP-10-0507

Buck Investments, LLC Respondent,

v

ROA, LLC, Deborah Rice-Marko, and
PNC Bank, N.A., successor to RBC Bank (USA) Defendants.

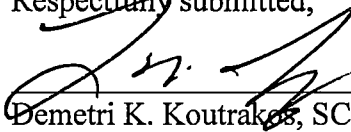
Of whom ROA, LLC, is the Appellant.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all materials
proposed to be included by any of the parties and not any other material.

[SIGNATURE PAGE TO FOLLOW]

Respectfully submitted,



Demetri K. Koutrakos, SC Bar No. 11318

Louis H. Lang, SC Bar No. 3127

CALLISON TIGHE & ROBINSON, LLC

P.O. Box 1390

Columbia, SC 29202-1390

Telephone: 803-404-6900

Facsimile: 803-404-6902

JimKoutrakos@callisontighe.com

LouisLang@callisontighe.com

ATTORNEYS FOR APPELLANT
ROA, LLC

June 3, 2019
Columbia, South Carolina