

FORM 4

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

JUDGMENT IN A CIVIL CASE
 CASE NUMBER 2011CP2601718

Bank of North Carolina	Beach First National Bank	Waterfall Investors 2 LLC	Raymond E Cleary III
------------------------	---------------------------	---------------------------	----------------------

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: CLERK OF COURT	Attorney for: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Self-Represented Litigant
------------------------------	---

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit);
 Rule 43(k), SCRPC (Settled); Other: _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j) SCRPC; Bankruptcy; Other: _____
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other: _____

RECEIVED
 FEB 20 2014
 SC Court of Appeals

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

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

FOR JURY VERDICT SEE PAGE 2.

ORDER INFORMATION

This order ends does not end the case.
 Additional Information for the Clerk: _____

FILED
 Horry County
 13 NOV - 8 AM 9:22
 MELANIE HUGGINS-WARD
 CLERK OF COURT

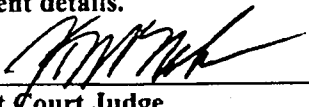
INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Bank of North Carolina	Raymond E. Cleary, III	\$ 2,906,788.59

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

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


Circuit Court Judge 2145 11/7/2013
Judge Code Date

For Clerk of Court Office Use Only

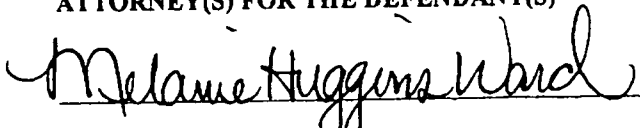
This judgment was entered on ¹¹⁻⁸⁻¹³, and a copy mailed first class or placed in the appropriate attorney's box on, to attorneys of record or to parties (when appearing pro se) as follows:

Bradley Alexander Floyd P.O. Drawer 14607 Surfside
Beach, SC 29587

Richard R. Gleissner 1237 Gadsden Street, Suite 200A
Columbia, SC 29201

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)



Court Reporter

Melanie Huggins-Ward - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

**As to Plaintiff's claim for breach of contract against Raymond E. Cleary, III,
we find:**

In favor of the Plaintiff in the amount of \$ 2,906,788.59.

**As to Defendants' claim for breach of contract including the covenant of good
faith and fair dealing, we find:**

In favor of the Plaintiff.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
 COUNTY OF HORRY) FOR THE FIFTEENTH JUDICIAL CIRCUIT

Bank of North Carolina, as successor in) Civil Action No.: 2011-CP-26-1718
 interest to Beach First National Bank,)
)
 Plaintiff,)
)
 v.)
)
 Waterfall Investors 2, LLC and)
 Raymond E. Clearly, III,)
)
 Defendants.)

VERDICT FORM

FILED
 HORRY COUNTY
 13 NOV - 8 AM 9:22
 MELANIE HUGGINS-WARD
 CLERK OF COURT

PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY, SELECT THE APPROPRIATE CHOICES, AND COMPLETE THE APPROPRIATE BLANKS.

As to Plaintiff's claim for breach of contract against Raymond E. Cleary, III, we find:

In favor of the Plaintiff in the amount of \$ 2,906,788.59
 In favor of the Defendant.

As to Defendants' claim for breach of contract including the covenant of good faith and fair dealing, we find:

In favor of the Plaintiff.
 In favor of the Defendant in the amount of \$.

As to Defendants' claim for fraudulent inducement, we find:

In favor of the Plaintiff.

In favor of the Defendant as to the note and the guaranty, in the amount of
\$ _____.

We further find the Defendants are entitled to punitive damages in the amount of
\$ _____.

As to Defendants' claim of fraud and misrepresentation, we find:

In favor of the Plaintiff.

In favor of the Defendant in the amount of \$ _____.

We further find the Defendants are entitled to punitive damages in the amount of
\$ _____.

As to Defendants' Negligent Misrepresentation counterclaim against Plaintiff:

1. Was the plaintiff negligent?

YES - Go to Question 2
 NO - Stop deliberations

2. Was the plaintiff's negligence a proximate cause of the defendants' injuries?

YES - Go to Question 3
 NO - Stop deliberations

3. Was the defendant negligent?

YES - Go to Question 4
 NO - Go to Question 7

4. Was the defendant's negligence a proximate cause of the defendant's injuries?

YES - Go to Question 5
 NO - Go to Question 7

5. Using the combined negligence that proximately caused the defendant's injuries as one hundred percent (100%), what percentage of that negligence is attributable to the defendant and what percentage is attributable to the plaintiff? [The percentage must add up to 100%. It is not necessary for each party to be assigned a percentage of negligence. It is perfectly acceptable for a party to be assigned a zero percentage (0%).]

Plaintiff _____%

Defendant _____%

Total _____%

6. Was the defendant's negligence greater than fifty percent?

YES - Stop deliberations
 NO - Go to Question 7

7. Please state the amount of damages, if any, sustained by the defendant. [Do not reduce the defendant's total damages based on the percentage of negligence by any party. After you have answered these questions, the judge will compute the amount of damages for which the plaintiff is responsible based on the percentage of the plaintiff's negligence which you have decided proximately caused the defendant's injuries. You are to determine only the total amount of the defendant's damages and enter that amount below.]

\$ _____ Actual Damages

PLEASE STOP AND END YOUR DELIBERATIONS.

Please sign and date.



Presiding Juror

11-7-13
Date