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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

22284

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

J. C. Nicholson, Jr., Circuit Court Judge

RECEIVED

DEC 14 2015

SC Court of Appeals

Appellate Case No.: 2015-001149

PNC Bank, N.A., successor to RBC Bank (USA),

Respondent,

v.

Liberty Cottages, LLC; GW Dorchester, LLC;
USS Clarksville, LLC; Liberty Cottages Land, LLC;
Royal Beach Properties, LLC; The Brothers of SC, LLC;
Deborah Rice-Marko a/k/a Deborah G. Rice-Marko;
Evan R. Marko and John E. Marko, Jr.,

Appellants.

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STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT

PNC Bank, National Association,
successor to RBC Bank (USA),

Plaintiff,

vs.

The Brothers of SC, LLC; GW
Dorchester, LLC; USS Clarksville, LLC;
Liberty Cottages, LLC; Liberty Cottages
Land, LLC; ROA, LLC; Royal Beach
Properties, LLC; The Brothers of SC,
LLC; Deborah Rice-Marko a/k/a
Deborah G. Rice-Marko; Evan R. Marko
and John E. Marko, Jr.,

Defendants.

Civil Action No. 2013-CP-21-1193

CONSENT ORDER
TRANSFERRING VENUE

CERTIFIED: A TRUE COPY

Connie Reel-Shearin
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

2014 JUN 11 PM 1:39
CONNIE REEL-SHEARIN
CCCP & GS
FLORENCE COUNTY, SC

FILED

This matter came before the Court on the Motion to Transfer and Consolidate by Plaintiff PNC Bank, N.A., successor to RBC Bank (USA). All parties to this case now agree and consent to transfer the above-captioned matter to Charleston County, where it will be consolidated with two related cases for administration and trial of the claims at law. The claims for foreclosure or other equitable relief will be stayed pending final determination of the legal claims. The claims for equitable relief may be transferred back to Dorchester County after determination of the claims at law.¹ The reason for the consolidation is to allow the Charleston County Court of Common Pleas to acquire jurisdiction over all related matters to maximize judicial economy, avoid inconsistent rulings and provide greater efficiencies to the parties, witnesses and attorneys.

¹ This action and the related Dorchester County case will be consolidated into the pending Charleston County case, which bears Civil Action No. 2013-CP-10-2624.

WBS

After careful consideration of the arguments asserted by the parties and the material submitted to the Court, and given the consent of all counsel of record,

It is hereby ORDERED

That the Clerk of Court for Florence County transfer the above-captioned matter to the Clerk of Court of Charleston County to administer this action.

AND IT IS SO ORDERED.


PRESIDING JUDGE, TWELFTH JUDICIAL CIRCUIT

Florence, South Carolina

June 5, 2014.

FILED
2014 JUN 11 PM 1:39
CONNIE REEL-SHEARIN
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, SC

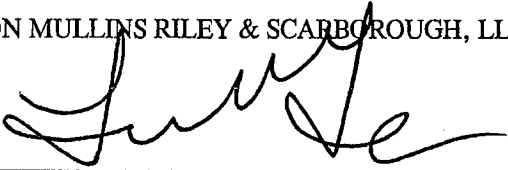
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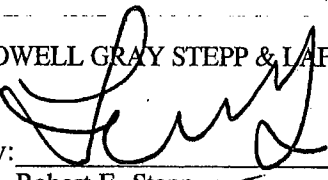
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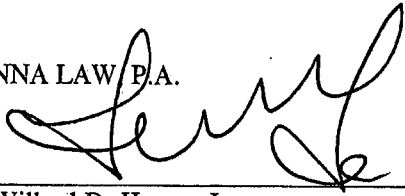
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June 4, 2014.

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

PNC Bank, N.A., successor to RBC) Civil Action No. 2013-CP-10-2624
Bank (USA),)

Plaintiff,)

vs.)

Liberty Cottages, LLC; GW Dorchester,)
LLC; USS Clarksville, LLC; Liberty)
Cottages Land, LLC; ROA, LLC; Royal)
Beach Properties, LLC; The Brothers of)
SC, LLC; Deborah Rice-Marko a/k/a)
Deborah G. Rice-Marko; Evan R. Marko)
and John E. Marko, Jr.,)

Defendants.)

**ORDER TO TRANSFER AND
CONSOLIDATE**

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2014 JUN 11 AM 8:47

FILED

This matter came before the Court on the Motion to Transfer and Consolidate by Plaintiff PNC Bank, N.A., successor to RBC Bank (USA). Plaintiff seeks to transfer two companion cases from the Court of Common Pleas for Dorchester and Florence Counties to Charleston County and consolidate them into the above-captioned matter. The two cases to be transferred and consolidated are as follows:

(i) Dorchester County action:

PNC Bank, N.A., successor to RBC Bank (USA) v. GW Dorchester, LLC, et al., Civil Action No. 2013-CP-18-0825; and

(ii) Florence County action:

PNC Bank, National Association, successor to RBC Bank (USA) v. The Brothers of SC, LLC, et al., Civil Action No. 2013-CP-21-1193.

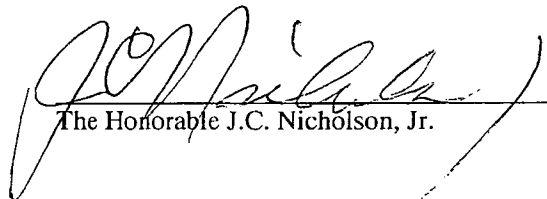
The reason for the consolidation is to allow the Charleston County Court of Common Pleas to acquire jurisdiction over all three related legal actions involving the same parties, loan agreements, and collateral, and to determine all claims at law between the parties, including the counterclaims of Defendants. Consolidation will also maximize judicial economy and allow greater efficiencies for the parties, witnesses and attorneys.

Once the Florence and Dorchester actions are transferred, the Charleston Court of Common Pleas shall consolidate the claims at law in all three matters into the above-captioned case and preside over same. Plaintiff's foreclosure claims shall be stayed pending resolution of Defendants' counterclaims. This Court shall determine how the foreclosures of property located in the various counties will be handled at the appropriate time.

Based on the parties' consent, which was put on the record at the May 22, 2014 hearing, and this Court's findings, it is hereby ORDERED

That the Clerk of Court for Charleston County will accept the transfer of the above-referenced actions to Charleston County and consolidate these actions for purposes of case administration and trial.

AND IT IS SO ORDERED.


The Honorable J.C. Nicholson, Jr.

Charleston, South Carolina

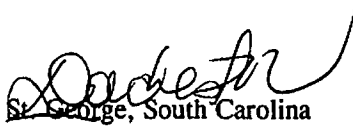
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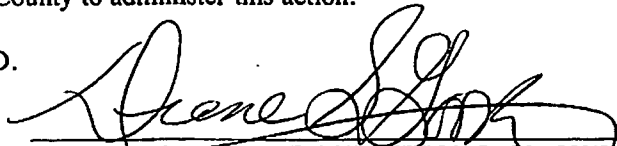
After careful consideration of the arguments asserted by the parties and the material submitted to the Court, and given the consent of all counsel of record,

It is hereby ORDERED

That the Clerk of Court for Dorchester County transfer the above-captioned matter to the Clerk of Court of Charleston County to administer this action.

AND IT IS SO ORDERED.

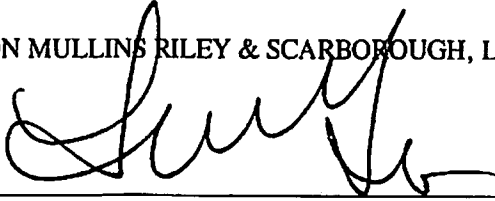

St. George, South Carolina
6-18, 2014.



PRESIDING JUDGE, FIRST JUDICIAL CIRCUIT

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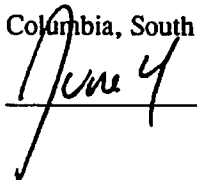
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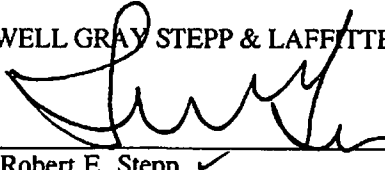
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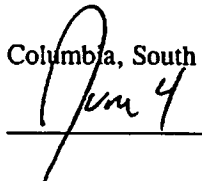
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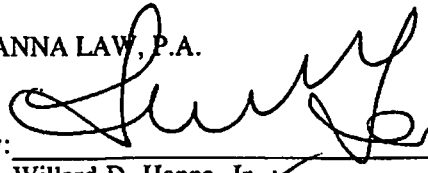
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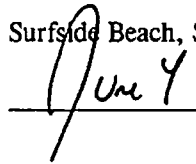
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Brothers of SC, LLC, and GW Dorchester, LLC

Surfside Beach, South Carolina

 June 4, 2014.

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-10-2624

PNC Bank N.A

Liberty Cottages, LLC etc et al

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

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

DISPOSITION TYPE (CHECK ONE)

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

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

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court: The Court finds this case appropriate for Complex Case Designation and further Orders that this case be assigned to the Honorable Judge J.C. Nicholson, Jr. to hear and handle all pre-trial motions and all other matters pertaining to this case to include final disposition.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC INDEX

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

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

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

2060
Judge Code

Date

SCRPC Form 4C (10/2011)

Page 1 of 2

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PNC Bank, N.A., successor to RBC
Bank (USA),

Plaintiffs,

vs.

Liberty Cottages, LLC; GW
Dorchester, LLC; USS Clarksville,
LLC; Liberty Cottages Land, LLC;
ROA, LLC; Royal Beach Properties,
LLC; The Brothers of SC, LLC;
Deborah Rice-Marko a/k/a Deborah G.
Rice-Marko; Evan R. Marko and John
E. Marko, Jr.,

Defendants.

) IN THE COURT OF COMMON PLEAS

) IN THE NINTH JUDICIAL CIRCUIT

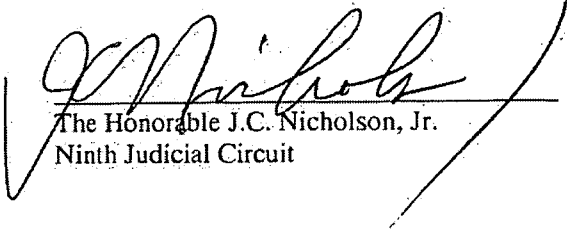
) Civil Action No. 2013-CP-10-2624

) **ORDER ON MOTION TO FILE**
) **DOCUMENTS UNDER SEAL**

FILED
2015 APR 29 PM 11:19
JULIE J. ARMSTRONG
CLERK OF COURT

This matter comes before the Court on Defendants' Motion for Documents to be Filed Under Seal. Plaintiff consents to Defendants' Motion. Having considered the Motion and the applicable law, the Court hereby orders that the exhibits to Defendants' Memorandum in Opposition to Motion to Strike Jury Demand and Refer to Master-In-Equity and the exhibits to Defendants' Memorandum in Opposition to Motion for Summary Judgment be filed under seal.

IT IS SO ORDERED.


The Honorable J.C. Nicholson, Jr.
Ninth Judicial Circuit

Charleston, South Carolina
April 28, 2015

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
PNC Bank, N.A., successor to RBC)
Bank (USA))
Plaintiff,)
v.)
Liberty Cottages, LLC; GW Dorchester,)
LLC; USS Clarksville, LLC; Liberty)
Cottages Land, LLC; Royal Beach)
Properties, LLC; The Brothers of SC, LLC;)
Deborah Rice-Marko a/k/a Deborah G.)
Rice-Marko; Evan R. Marko and John E.)
Marko, Jr.,)
Defendants.)

IN THE COURT OF COMMON PLEAS
IN THE NINTH JUDICIAL CIRCUIT

Civil Action No. 2013-CP-10-2624

**ORDER DENYING PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT,
DENYING PLAINTIFF'S MOTION TO
REFER CASE TO THE MASTER, AND
GRANTING PLAINTIFF'S MOTION
TO STRIKE JURY DEMAND**

2015 MAY -6 AM 8:52
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

This matter came before this Court on Plaintiff's Motion for Summary Judgment, Plaintiff's Motion to Strike Jury Demand and Plaintiff's Motion to Refer the Case to the Master in Equity, argued on April 9, 2015 in Charleston County. After oral argument, and taking this matter under advisement, this Court hereby denies Plaintiff's Motion for Summary Judgment, denies Plaintiff's Motion to refer the case to the Master, and grants Plaintiff's Motion to Strike the Jury Demand.

Plaintiff's Motion for Summary Judgment

In oral argument and its filed pre- and post-trial memoranda, the Plaintiff argues that it is entitled to Summary Judgment as to the Defendants' Breach of Confidentiality counterclaim. The Plaintiff argues that South Carolina law does not provide for a duty of confidentiality in a borrower-lender relationship and asserts that there has been no authority provided to the Court that would suggest such a relationship exists. Defendants argue that the Plaintiff is collaterally

estopped from arguing that no such duty exists, because Plaintiff PNC Bank previously argued in prior litigation in another jurisdiction that it had a fiduciary duty to protect its customer's confidential information in Berrios v. PNC Bank, 2006 WL 2933899 (N.J. Oct. 16, 2006). Plaintiff argues that the argument in Berrios is immaterial, that it does not meet the requirements of collateral estoppel, nor is the decision binding on this Court.

The Court agrees that the Berrios case is not binding on this Court and that collateral estoppel does not apply in this case. Nevertheless, the Court hereby denies the Plaintiff's Motion for Summary Judgment as to the Breach of Confidentiality counterclaim, because the claim appears to be a novel issue in the State of South Carolina and the Court feels that the facts should be further developed. The Court reserves the authority to re-hear arguments on this claim at the directed verdict stage.

Plaintiff's Motion to Strike Jury Demand and Refer Case to the Master

gen
The Plaintiff also seeks to strike the Defendants' demand for a jury trial, alternatively arguing that the Defendants signed at least 84 loan documents with jury trial waivers, that the counterclaims are permissive counterclaims, and that the Defendants are seeking at least one equitable remedy. They argue that the Defendants are not entitled to a jury trial for any or all of these reasons. The Defendants argue that the Plaintiff cannot enforce the jury trial waivers, because the counterclaims attack the enforceability of the documents. The counterclaims include, but are not limited to, breach of contract, breach of the covenant of good faith and fair dealing, and negligent misrepresentation. They argue that because their counterclaims would entitle them to a determination that the Plaintiff cannot enforce the contracts, the jury trial waivers are unenforceable. The Defendants also argue that their counterclaims are compulsory under N.C. Fed. Sav. & Loan Ass'n v. DAV Corp., 298 S.C. 514 (1989), and Carolina First Bank v. BADD.

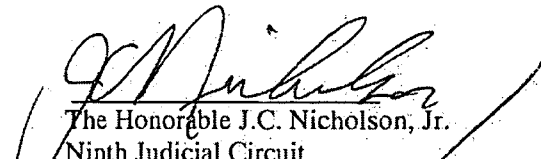
LLC, 2015 WL 340791 because the counterclaims affect the enforceability of the loan documents.

The Court does not need to reach the issue of whether the counterclaims are compulsory or permissive. The Court agrees with the Plaintiff that the counterclaims do not attack the enforceability of every single one of the jury trial waivers signed by the Defendants. While this Court declines to rule that the counterclaims only attack the 2009 Loan Modification and July 2011 Forbearance agreement, the Court agrees that at least one of the loan documents contains a valid, enforceable jury trial waiver. Therefore, the Court hereby strikes the jury trial demand and will place this case on the non-jury roster. Additionally, the Court declines to utilize an advisory jury. The Court also declines to refer the case to the Master in Equity, finding that some of the contested issues are based in law, while some are based in equity. This Court is also concerned with the jurisdictional reach of the Master in Equity, as some of the properties at issue are outside of Charleston County.

Conclusion

In sum, this Court denies the Plaintiff's Motion for Summary Judgment as to the Breach of Confidentiality Counterclaim, denies the Plaintiff's Motion to Refer the Case to the Master in Equity, and grants the Plaintiff's Motion to Strike the Jury Demand. This case will be moved to the non-jury trial roster before this Court not before June 1, 2015.

IT IS SO ORDERED.


The Honorable J.C. Nicholson, Jr.
Ninth Judicial Circuit

Charleston, SC
April 27, 2015

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PNC Bank, N.A., successor to RBC
Bank (USA)

Plaintiff,

v.

Liberty Cottages, LLC; GW Dorchester,
LLC; USS Clarksville, LLC; Liberty
Cottages Land, LLC; Royal Beach
Properties, LLC; The Brothers of SC, LLC;
Deborah Rice-Marko a/k/a Deborah G.
Rice-Marko; Evan R. Marko and John E.
Marko, Jr.,

Defendants.

IN THE COURT OF COMMON PLEAS
IN THE NINTH JUDICIAL CIRCUIT

Civil Action No. 2013-CP-10-2624

**AMENDED ORDER DENYING
PLAINTIFF'S MOTION FOR SUMMARY
JUDGMENT, DENYING PLAINTIFF'S
MOTION TO REFER CASE TO THE
MASTER, AND GRANTING
PLAINTIFF'S MOTION
TO STRIKE JURY DEMAND**

FILED
2015 MAY 13 AM 10:21
JULIE J. ARMSTRONG
CLERK OF COURT

gcn

This matter came before this Court on Plaintiff's Motion for Summary Judgment, Plaintiff's Motion to Strike Jury Demand and Plaintiff's Motion to Refer the Case to the Master in Equity, argued on April 9, 2015 in Charleston County. This Court filed its original Order on April 31, 2015, denying Plaintiff's Motion for Summary Judgment, denying Plaintiff's Motion to refer the case to the Master, and granting Plaintiff's Motion to Strike the Jury Demand. Defendants filed a Motion to Alter or Amend on May 1, 2015. Plaintiffs filed their Motion to Alter/Amend on May 4, 2015. This Court hereby alters and amends its original Order, clarifying its justification for granting Plaintiff's Motion to Strike the Jury Demand. This Order supersedes this Court's previous Order, but the result remains the same.

Plaintiff's Motion for Summary Judgment

In oral argument and its filed pre- and post-trial memoranda, the Plaintiff argues that it is entitled to Summary Judgment as to the Defendants' Breach of Confidentiality counterclaim. The

Plaintiff argues that South Carolina law does not provide for a duty of confidentiality in a borrower-lender relationship and asserts that there has been no authority provided to the Court that would suggest such a relationship exists. Defendants argue that the Plaintiff is collaterally estopped from arguing that no such duty exists, because Plaintiff PNC Bank previously argued in prior litigation in another jurisdiction that it had a fiduciary duty to protect its customer's confidential information in Berrios v. PNC Bank, 2006 WL 2933899 (N.J. Oct. 16, 2006). Plaintiff argues that the argument in Berrios is immaterial, that it does not meet the requirements of collateral estoppel, nor is the decision binding on this Court.

 The Court agrees that the Berrios case is not binding on this Court and that collateral estoppel does not apply in this case. Nevertheless, the Court hereby denies the Plaintiff's Motion for Summary Judgment as to the Breach of Confidentiality counterclaim, because the claim appears to be a novel issue in the State of South Carolina and the Court feels that the facts should be further developed. The Court reserves the authority to re-hear arguments on this claim at the directed verdict stage.

Plaintiff's Motion to Strike Jury Demand and Refer Case to the Master

The Plaintiff also seeks to strike the Defendants' demand for a jury trial, alternatively arguing that the Defendants signed at least 84 loan documents with jury trial waivers, that the counterclaims are permissive counterclaims, and that the Defendants are seeking at least one equitable remedy. The jury trial waivers contained in these documents were either capitalized, bolded, or both. Plaintiff argues that the Defendants are not entitled to a jury trial for any or all of these reasons. The Defendants argue that the Plaintiff cannot enforce the jury trial waivers because the counterclaims attack the enforceability of the documents. The counterclaims include, but are not limited to, breach of contract, breach of the covenant of good faith and fair dealing,

and negligent misrepresentation. They argue that because their counterclaims would entitle them to a determination that the Plaintiff cannot enforce the contracts, the jury trial waivers are unenforceable. The Defendants also argue that their counterclaims are compulsory under N.C. Fed. Sav. & Loan Ass'n v. DAV Corp., 298 S.C. 514 (1989), and Carolina First Bank v. BADD, LLC, 2015 WL 340791 because the counterclaims affect the enforceability of the loan documents.

The Court does not need to reach the issue of whether the counterclaims are compulsory or permissive. The Court agrees with the Plaintiff that the counterclaims do not attack the enforceability of every single one of the jury trial waivers signed by the Defendants. While this Court declines to rule that the counterclaims only attack the 2009 Loan Modifications and July 2011 Forbearance agreements, the Court agrees that at least one of the loan documents contains a valid, enforceable jury trial waiver.



In their Motion to Alter/Amend, Defendants state that because the Plaintiff seeks to enforce the restructured notes and agreements and because the Plaintiff has not offered to return the banking relationship to the status prior to the restructure, the Plaintiff "cannot rely on the jury trial waivers contained in loan documents which subsequently have been restructured." This Court disagrees, finding that even if restructured documents are invalidated by any of the counterclaims, the action would revert back to the language of the original notes and guarantees that contained valid jury trial waivers. Even if the restructured loan documents are invalid, the jury trial waivers in the original loan documents are valid and enforceable. In contrast, if the restructured loan documents are valid, then those jury trial waivers are valid and all liabilities and encumbrances of the previous documents are incorporated into the restructured agreements.

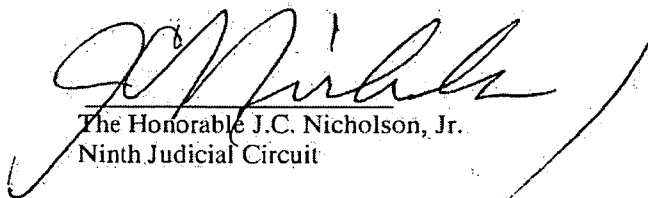
Regardless, there was a valid waiver of a jury trial either in the original documents or the restructured documents.

Therefore, the Court hereby strikes the jury trial demand and will place this case on the non-jury roster. The Court declines to utilize an advisory jury. The Court also declines to refer the case to the Master in Equity, finding that some of the contested issues are based in law, while some are based in equity. This Court is also concerned with the jurisdictional reach of the Master in Equity, as some of the properties at issue are outside of Charleston County.

Conclusion

In sum, this Court denies the Plaintiff's Motion for Summary Judgment as to the Breach of Confidentiality Counterclaim, denies the Plaintiff's Motion to Refer the Case to the Master in Equity, and grants the Plaintiff's Motion to Strike the Jury Demand. This case will be moved to the non-jury trial roster before this Court not before June 1, 2015.

IT IS SO ORDERED.


The Honorable J.C. Nicholson, Jr.
Ninth Judicial Circuit

Charleston, SC
May 12 2015

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

PNC Bank, N.A., successor to RBC
Bank (USA)

Plaintiff,

vs.

Liberty Cottages, LLC; GW
Dorchester, LLC; USS Clarksville,
LLC; Liberty Cottages Land, LLC;
ROA, LLC; Royal Beach Properties,
LLC; The Brothers of SC, LLC;
Deborah Rice-Marko a/k/a Deborah G.
Rice-Marko; Evan R. Marko and John
E. Marko, Jr.,

Defendants.

Civil Action No. 2013-CP-10-2624

**SUMMONS
(Non-Jury)**

FILED
2013 MAY -3 AM 11:14
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

TO: THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to the said Complaint upon the subscribers at 1320 Main Street, Post Office Box 11070, Columbia, South Carolina 29211, within thirty (30) days after service hereof except as to the United States of America, which shall have sixty (60) days, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that pursuant to Rule 53(b), of the South Carolina Rules of Civil Procedure, as amended effective September 1, 2002, the Plaintiff will move for a general Order of Reference to the Master in Equity for Charleston County, which Order

shall, pursuant to Rule 53(b) of the SCRCF, specifically provide that the said Master in Equity is authorized and empowered to enter a final judgment in this action.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 
Frank B. B. Knowlton
E-Mail: frank.knowlton@nelsonmullins.com
SC Bar No. 003588
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

April 20, 2013

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

PNC Bank, N.A., successor to RBC
 Bank (USA)

Plaintiff,

vs.

Liberty Cottages, LLC; GW
 Dorchester, LLC; USS Clarksville,
 LLC; Liberty Cottages Land, LLC;
 ROA, LLC; Royal Beach Properties,
 LLC; The Brothers of SC, LLC;
 Deborah Rice-Marko a/k/a Deborah G.
 Rice-Marko; Evan R. Marko and John
 E. Marko, Jr.,

Defendants.

Civil Action No. 2013-CP-10-

21624

COMPLAINT

**Foreclosure/Collection on
 Guaranty/Appointment of Receiver**

**Judgment Demanded Pursuant to
 S.C. Code § 29-3-650**

(Non-Jury)

FILED
 2013 MAY -3 AM 11:16
 JULIE J. ARMSTRONG
 CLERK OF COURT

The Plaintiff above-named, complaining of the Defendants herein, would respectfully show:

1. Plaintiff is a banking corporation organized and existing under and pursuant to the laws of the United States.
2. Upon information and belief, the Defendant, Liberty Cottages, LLC, is a limited liability company organized and existing under and pursuant to the laws of the State of South Carolina and doing business in the County of Charleston, State of South Carolina.
3. Upon information and belief, the Defendant, GW Dorchester, LLC, is a limited liability company organized and existing under and pursuant to the laws of the State of South Carolina and doing business in the County of Dorchester, State of South Carolina.

4. Upon information and belief, the Defendant, USS Clarksville, LLC, is a limited liability company organized and existing under and pursuant to the laws of the State of South Carolina and doing business in the County of Charleston, State of South Carolina.

5. Upon information and belief, the Defendant, Liberty Cottages Land, LLC, is a limited liability company organized and existing under and pursuant to the laws of the State of South Carolina and doing business in the County of Charleston, State of South Carolina.

6. Upon information and belief, the Defendant, ROA, LLC, is a limited liability company organized and existing under and pursuant to the laws of the State of South Carolina and doing business in the County of Charleston, State of South Carolina.

7. Upon information and belief, the Defendant, Royal Beach Properties, LLC, is a limited liability company organized and existing under and pursuant to the laws of the State of South Carolina and doing business in the County of Charleston, State of South Carolina.

8. Upon information and belief, the Defendant, The Brothers of SC, LLC, is a limited liability company organized and existing under and pursuant to the laws of the State of South Carolina and doing business in the County of Florence, State of South Carolina.

9. Upon information and belief, the Defendant, Deborah Rice-Marko a/k/a Deborah G. Rice-Marko, is a citizen and resident of the State of South Carolina and doing business in the County of Charleston, State of South Carolina.

10. Upon information and belief, the Defendant, Evan R. Marko, is a citizen and resident of the State of South Carolina and doing business in the County of Charleston, State of South Carolina.

11. Upon information and belief, the Defendant, John E. Marko, Jr., is a citizen and resident of the State of South Carolina and doing business in the County of Charleston, State of South Carolina.

12. Any defendant described herein as a judgment creditor has, by filing the judgment, designated the attorney entering the judgment as its agent for service of process pursuant to the provisions of Section 15-35-840 of the S.C. Code of Law (1976) as amended.

13. This Court has jurisdiction over the above captioned matter.

14. The real property which is the subject of the within mortgage foreclosure action is located in Charleston County, South Carolina.

15. Pursuant to the South Carolina Supreme Court's Administrative Order filed on May 22, 2009, the mortgage loan identified herein is a commercial loan which is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac nor is any servicer of the loan participating in the Home Affordable Modification Program (HMP), as referenced in the above Administrative Order. As such, the Administrative Order is not applicable to the loans and mortgages identified herein.

16. Pursuant to South Carolina Supreme Court's Administrative Order filed on May 2, 2011, the real property involved herein is commercial property and is not an "Owner-Occupied Dwelling" as defined in that Order. As such, the Administrative Order is not applicable to this foreclosure.

FOR A FIRST CAUSE OF ACTION
(Foreclosure of Property and Judgment as to the Borrower – Cottages Note)

17. Each and every allegation in the above-numbered paragraphs is repeated and incorporated herein as if stated verbatim.

18. On or about March 22, 2007, the Defendant Liberty Cottages, LLC for value received, executed and delivered to RBC Centura Bank, a promissory note in the principal sum of Two Million, Five Hundred Thousand and no/100 (\$2,500,000.00) Dollars, with interest thereon, the terms of which note are more fully explained by reference thereto (the "Cottages Note"). A copy of said Cottages Note is attached hereto as Exhibit A and incorporated herein by reference.

19. In order to secure the payment thereof, the Defendant, Liberty Cottages Land, LLC, executed and delivered to RBC Centura Bank that certain Mortgage, Assignment of Rents and Security Agreement ("Cottages Mortgage") dated February 25, 2008, and recorded in the Office of the RMC for Charleston County on March 20, 2008, in Mortgage Book L654 at Page 631, wherein and whereby said Defendant mortgaged to Plaintiff the real property (the "Cottages Real Property") more fully described as follows:

ALL that certain piece, parcel and tract of land located in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and shown and designated as "TOTAL TMS 594-12-00-471, 19.244 Ac., 838,263 Sq. Ft" on that certain plat prepared by GPA Professional Land Surveyors dated September 27, 2007, entitled "SHOWING THE SUBDIVISION OF TMS 594-12-00471 TO CREATE NEW TRACT 1- PHASE 1, OWNED BY LIBERTY COTTAGES LAND, LLC, LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA" recorded in Plat Book EL at page 086 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 appear.

LESS AND EXCEPTING ALL that certain piece, parcel or lot of land shown and designated as NEW TRACT 1, PORTION OF TMS 594-12-00-471, 5.312 ACRES, 231,385 SQ. FT. ZONE 'MF' on that certain plat prepared by GPA Professional Land Surveyors entitled SHOWING THE SUBDIVISION OF TMS 594-12-00-471 TO CREATE NEW TRACT 1 - PHASE 1, OWNED BY LIBERTY COTTAGES LAND, LLC, LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA dated September 27, 2007, recorded in Plat Book EL at page 086 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 appear.

LESS AND EXCEPTING ALL that certain piece, parcel and tract of land located in the Town of Mount Pleasant, County of Charleston, State of South Carolina, shown and designated as "Total Adjusted Area Obtained and Added to Tract 1 0.673 acres 29,300 sq. ft." on a Plat entitled "PROPERTY LINE ADJUSTMENT AND SUBDIVISION PLAT TO ADJUST THE PROPERTY LINE BETWEEN NEW TRACT 1 OWNED BY LC ACQUISITIONS, LLC AND RESIDUAL PORTION OWNED BY LIBERTY OCTTAGES LAND, LLC (0.673 ACRES TO BE ADDED TO NEW TRACT 1) AND THE SUBDIVISION OF NEW TRACT 1 TO CREATE 11 NEW POSTAGE STAMP LOTS OWNED BY LC ACQUISITIONS, LLC LIBERTY COTTAGES LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA" by GPA Professional Land Surveyors dated May 5, 2011, and recorded in Plat Book L11 a Page 0203 in the RMC Office for Charleston County. SAID Parcel to be added to and become part of New Tract 1 which is being simultaneously subdivided into 11 Lots and Common Area known as "Liberty Cottages" as more fully shown on the referenced Plat. TO be added to and become a part of former "New Tract 1." (See Plat EL-86).

THIS BEING a portion of the property conveyed to Liberty Cottages Land, LLC by Deed of USS Clarksville, LLC recorded in the Office of the RMC for Charleston County on May 11, 2007 in Book G625 at page 307 and conveyed to Liberty Cottages Land, LLC by Deed of ROA, LLC recorded in the Office of the RMC for Charleston County on May 11, 2007 in Book G625 at Page 250.

TMS No. 594-13-00-414

A copy of said Cottages Mortgage is attached hereto as **Exhibit B** and incorporated herein by reference.

20. Simultaneously with the execution of the above referred to Cottages Mortgage, and in order to secure the payment thereof, Liberty Cottages Land, LLC executed and delivered to RBC Centura Bank that certain Assignment of Leases, Rents and Profits ("Assignment A") dated February 25, 2008, and recorded in the Office of the RMC for Charleston County on March 20, 2008 in Book N654 at Page 045, wherein and whereby said Defendant assigned to Plaintiff the leases and rents as to the Cottages Real Property. A copy of said Assignment A is attached hereto as Exhibit C and incorporated herein by reference.

21. In order to further perfect its security interest in certain of the fixtures and proceeds located upon the Cottages Real Property, RBC Centura Bank recorded a UCC Financing Statement ("UCC") with the South Carolina Secretary of State as Document Number 080418-1446397 on April 18, 2008. The UCC was also recorded in the RMC Office for Charleston County on March 20, 2008 in Book 2008 at Page 06138. A copy of said UCC is attached hereto as Exhibit D and incorporated herein by reference.

22. On or about January 26, 2009, the Defendant Liberty Cottages Land, LLC executed a Modification Agreement, recorded January 28, 2009 in Book 0032 at Page 074 in which Cottages Mortgage was amended to secure additional indebtedness and obligations as follows:

- a) Note executed by Deborah Rice-Marko, dated January 11, 2007, in the amount of \$6,500,000.00.
- b) Note executed by ROA, LLC dated June 24, 2005, in the amount of \$1,763,000.00.
- c) Note executed by ROA, LLC dated November 9, 2007, in the amount of \$3,920,000.00.

- d) Note executed by USS Clarksville, LLC dated June 24, 2005 in the amount of \$550,400.00.
- e) Note executed by Royal Beach Properties, LLC dated May 19, 2000 in the amount of \$2,500,000.00.
- f) Note executed by The Brothers of SC, LLC dated October 11, 2007 in the amount of \$4,900,000.00.

A copy of said Modification Agreement is attached hereto as **Exhibit E** and incorporated herein by reference.

23. On or about July 15, 2011, the Defendant Liberty Cottages Land, LLC executed a Modification of Mortgage recorded July 26, 2011 in Book 0198 at Page 815 in which Cottages Mortgage was amended to increase the principal sum secured by Cottages Mortgage to Twenty-Five Million and 00/100 (\$25,000,000) Dollars and secure additional indebtedness and obligations as follows:

- a) Amended and Restated Promissory Note made by Deborah Rice-Marko in favor of Mortgagor dated July 15, 2011, in the principal amount of \$1,595,983.91
- b) Amended and Restated Promissory note made by GW Dorchester, LLC dated July 15, 2011, in the principal amount of \$2,327,500.00
- c) Amended and Restated Promissory note made by USS Clarksville, LLC dated July 15, 2011, in the principal amount of \$430,324.41
- d) Amended and Restated Promissory Note made by Royal Beach Properties, LLC dated July 15, 2011, in the principal amount of \$3,262,500.00
- e) Amended and Restated Promissory Note made by ROA, LLC dated July 15, 2011, in the principal amount of \$1,294,197.25
- f) Amended and Restated Promissory Note made by ROA, LLC dated July 15, 2011, in the principal amount of \$3,396,459.83
- g) Amended and Restated Promissory Note made by The Brothers of SC, LLC dated July 15, 2011, in the principal amount of \$1,087,495.68
- h) Amended and Restated Promissory Note made by The Brothers of SC, LLC dated July 15, 2011, in the principal amount of \$4,900,000.00.

A copy of said Modification of Mortgage is attached hereto as **Exhibit F** and incorporated herein by reference. As security for these notes, these borrowers executed various mortgages recorded in Charleston, Dorchester and Florence Counties. These

mortgages are the subject of related foreclosure actions and filed contemporaneously herewith.

24. On or about January 26, 2009, the Defendant Liberty Cottages, LLC executed a Modification Agreement, in which the Cottages Note was modified to be secured by additional mortgages:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the Clerk of Court for Florence County.
- b) Assignment of Leases, Rents and Profits, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 738 in the Office of the Clerk of Court for Florence County.
- c) Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County.
- d) Assignment of Leases, Rents and Profits, executed by ROA, LLC, recorded November 14, 2007 in Book B644 at Page 505 in the Office of the RMC for Charleston County.
- e) Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County.

A copy of said Modification Agreement is attached hereto as Exhibit G and incorporated herein by reference.

25. The Cottages Note was thereafter amended by the parties pursuant to that Amended and Restated Promissory Note dated July 15, 2011 in the amount of One Million Two Hundred Seventy-One Thousand Two Hundred Twenty-Two and 00/100 (\$1,271,220.00) Dollars ("Cottages Amended Note"). The Cottages Amended Note added the following mortgages as security for the Cottages Note:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County.
- b) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Florence County.

A true and correct copy of the Cottages Amended Note is attached hereto as Exhibit H and incorporated herein by reference. The Cottages Note and Cottages Amended Note are collectively referred to as the "Cottages Note."

26. The Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the Ninth Cause of Action. The Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the Eleventh Cause of Action. The other mortgages securing the Cottages Note are the subject of related foreclosure actions filed contemporaneously herewith in Dorchester and Florence Counties.

27. The Plaintiff reserves all rights to all other collateral that secures the Cottages Note.

28. Subsequent to the signing of the Cottages Note and Cottages Mortgage, RBC Centura Bank changed its name to RBC Bank (USA). On or about March 3, 2012, RBC Bank (USA) merged with PNC Bank, National Association. The Plaintiff is the owner and holder of the Cottages Note and Cottages Mortgage it is seeking to foreclose.

29. The Defendant has defaulted in the payment of the Cottages Note and Cottages Mortgage given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due under said documents, and all interest due thereon. Said Cottages Note and Cottages Mortgage are therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

30. The Cottages Mortgage is a valid first lien on the Cottages Real Property.

31. There is due and unpaid on the Cottages Note and Cottages Mortgage as of April 8, 2013, the principal sum of One Million Two Hundred Thirty-Nine Thousand Four Hundred Twenty and 00/100 (\$1,239,420.00) Dollars, plus interest in the amount of One Hundred Eighty-One Thousand One Hundred Eighty-One and 45/100 (\$181,181.45) Dollars, and late fees in the amount of Four Hundred Twenty-Four and 00/100 (\$424.00) Dollars. Demand has been made upon the Defendant Liberty Cottages, LLC to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of One Million Four Hundred Twenty-One Thousand Twenty-Five and 45/100 (\$1,421,025.45) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Cottages Note and Cottages Mortgage.

32. Plaintiff hereby expressly seeks a judgment against the Defendant Liberty Cottages, LLC pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Cottages Note in the amount of One Million Four Hundred Twenty-One Thousand Twenty-Five and 45/100 (\$1,421,025.45) Dollars, plus interest thereon, plus

reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Cottages Note and Cottages Mortgage.

33. The Plaintiff also hereby expressly seeks the foreclosure and sale of the Cottages Real Property pursuant to S.C. Code Ann. § 29-3-650. The judgment entered against the parties shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Cottages Real Property, ROA Real Property as later described and Royal Real Property as later described, as provided in the statute. Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

FOR A SECOND CAUSE OF ACTION
(Judgment on Guaranty – Continuing Guaranty Agreement)

34. Each and every allegation in the above-numbered paragraphs is repeated herein as if stated verbatim.

35. In consideration of the above referenced Cottages Note, the Defendant, Deborah Rice-Marko, executed an Unconditional Guaranty Agreement ("Cottages Guaranty 1") dated March 22, 2007, whereby she individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the Cottages Note to Plaintiff and all extensions and renewals thereof. A true and correct copy of Cottages Guaranty 1 is attached hereto as Exhibit I and is incorporated herein by reference.

36. In consideration of the above referenced Cottages Note, the Defendant, Evan R. Marko, executed an Unconditional Guaranty Agreement ("Cottages Guaranty 2") dated March 22, 2007, whereby he individually, jointly and

severally, absolutely and unconditionally guaranteed the payment of the Cottages Note to Plaintiff and all extensions and renewals thereof. A true and correct copy of Cottages Guaranty 2 is attached hereto as Exhibit J and is incorporated herein by reference.

37. In consideration of the above referenced Cottages Note, the Defendant, John E. Marko, Jr., executed an Unconditional Guaranty Agreement ("Cottages Guaranty 3") dated March 22, 2007, whereby he individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the Cottages Note to Plaintiff and all extensions and renewals thereof. A true and correct copy of Cottages Guaranty 3 is attached hereto as Exhibit K and is incorporated herein by reference.

38. In consideration of the above referenced Cottages Note, the Defendants, Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr. executed a Continuing Guaranty Agreement dated July 15, 2011, whereby each individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the Cottages Note to Plaintiff and all extensions and renewals thereof. A true and correct copy of the Continuing Guaranty Agreement is attached hereto as Exhibit L and incorporated herein by reference.

39. As further consideration for Cottages Note, Defendants, Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr. agreed to pay all costs of collection, including reasonable attorney's fees.

40. Plaintiff has declared the entire balance of the Cottages Note and Continuing Guaranty Agreement due and payable and hereby demands payment of the

same, but Defendants have refused to pay, and therefore is in default under the terms of Continuing Guaranty Agreement.

41. There is due and unpaid on the Cottages Note and Continuing Guaranty Agreement, as of April 8, 2013, the principal sum of One Million Two Hundred Thirty-Nine Thousand Four Hundred Twenty and 00/100 (\$1,239,420.00) Dollars, plus interest in the amount of One Hundred Eighty-One Thousand One Hundred Eighty-One and 45/100 (\$181,181.45) Dollars, and late fees in the amount of Four Hundred Twenty-Four and 00/100 (\$424.00) Dollars. Demand has been made upon Defendants Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr. to pay said amounts but said Defendants have refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of One Million Four Hundred Twenty-One Thousand Twenty-Five and 45/100 (\$1,421,025.45) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Cottages Note.

42. Plaintiff hereby expressly seeks a judgment against the Defendants Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr. pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Cottages Note and Continuing Guaranty Agreement in the amount of One Million Four Hundred Twenty-One Thousand Twenty-Five and 45/100 (\$1,421,025.45) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action. The judgment entered against Defendants shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Cottages Real Property, ROA Real Property as later described and Royal Real Property as later described, as provided in the statute.

Plaintiff reserves the right to any deficiency judgment as to Defendant after crediting the bid.

FOR A THIRD CAUSE OF ACTION
(Foreclosure of Property and Judgment as to the Borrower – ROA Note #1)

43. Each of the allegations in the above numbered paragraphs are repeated and incorporated herein as if stated verbatim.

44. On or about January 24, 2005, the Defendant ROA, LLC for value received, executed and delivered to RBC Centura Bank a promissory note in the principal sum of One Million, Seven Hundred Sixty-Three Thousand and no/100 (\$1,763,000.00) Dollars, with interest thereon, the terms of which note are more fully explained by reference thereto ("ROA Note #1"). A copy of said ROA Note #1 is attached hereto as **Exhibit M** and incorporated herein by reference.

45. In order to secure the payment thereof, the Defendant, ROA, LLC, executed and delivered to Plaintiff that certain Mortgage, Security Agreement and Financing Statement dated June 24, 2005, and recorded in the Office of the RMC for Charleston County on July 12, 2005, in Mortgage Book S544 at Page 714, wherein and whereby said Defendant mortgaged to Plaintiff certain real property. The loan was thereafter modified by that certain Modification Agreement dated February 25, 2008 wherein the Mortgage, Security Agreement and Financing Statement dated June 24, 2005 was deleted as security for the loan and a Lost Satisfaction of Mortgage was recorded in the Office of the RMC for Charleston County on January 12, 2011 in Book 0166 at Page 141. A copy of said Modification Agreement is attached hereto as **Exhibit N** and incorporated herein by reference.

46. The Modification Agreement further added as security for the loan, that certain Cottages Mortgage and Assignment A as modified and previously attached hereto as Exhibits B and C.

47. On or about January 26, 2009, the Defendant ROA, LLC executed a Modification Agreement, in which ROA Note #1 was modified to be secured by additional mortgages:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the Clerk of Court for Florence County.
- b) Assignment of Leases, Rents and Profits, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 738 in the Office of the Clerk of Court for Florence County.
- c) Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County.
- d) Assignment of Leases, Rents and Profits, executed by ROA, LLC, recorded November 14, 2007 in Book B644 at Page 505 in the Office of the RMC for Charleston County.
- e) Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County.

A copy of said Modification Agreement is attached hereto as Exhibit O and incorporated herein by reference.

48. ROA Note #1 was thereafter amended by the parties pursuant to that Amended and Restated Promissory Note dated July 15, 2011 ("ROA Amended Note #1") in the amount of One Million Two Hundred Ninety-Four Thousand One Hundred Ninety-Seven and 25/100 (\$1,294,197.25). ROA Amended Note #1 added the following mortgages as security for ROA Note #1:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County.
- b) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Florence County.

A true and correct copy of the ROA Amended Note #1 is attached hereto as Exhibit P and incorporated herein by reference. ROA Note #1 and ROA Amended Note #1 are collectively referred to as "ROA Note #1."

49. The Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the First Cause of Action. The Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the Ninth Cause of Action. The Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the Eleventh Cause of Action. The other mortgages securing ROA Note #1 are the subject of related foreclosure actions filed contemporaneously herewith in Dorchester and Florence Counties.

50. The Plaintiff reserves all rights to all other collateral that secures ROA Note #1.

51. The Plaintiff is the owner and holder of the ROA Note #1 and Cottages Mortgage it is seeking to foreclose.

52. The Defendant ROA, LLC has defaulted in the payment of ROA Note #1 and Cottages Mortgage, given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due under said documents, and all interest due thereon. Said ROA Note #1 is therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

53. There is due and unpaid on ROA Note #1 as of April 8, 2013, the principal sum of One Million Two Hundred Fifty-Seven Thousand Four Hundred Seventy-Seven and 25/100 (\$1,257,477.25) Dollars, plus interest in the amount of One Hundred Eighty-Four Thousand Thirty and 84/100 (\$184,030.84) Dollars and late fees in the amount of One Thousand One Hundred Seventy-Six and 16/100 (\$1,176.16) Dollars. Demand has been made upon the Defendant ROA, LLC to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of One Million Four Hundred Forty-Two Thousand Six Hundred Eighty-Four and 25/100 (\$1,442,684.25) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to ROA Note #1 and the Cottages Mortgage.

54. Plaintiff hereby expressly seeks a judgment against the Defendant ROA, LLC pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under ROA Note #1 in the amount of One Million Four Hundred Forty-Two Thousand Six Hundred Eighty-Four and 25/100 (\$1,442,684.25) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to ROA Note #1.

55. The Plaintiff also hereby expressly seeks the foreclosure and sale of the Cottages Real Property pursuant to S.C. Code Ann. § 29-3-650. The judgment entered against the parties shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Cottages Real Property, ROA Real Property as later described and Royal Real Property as later described, as provided in the statute. Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

FOR A FOURTH CAUSE OF ACTION
(Judgment on Guaranty – Continuing Guaranty Agreement)

56. Each and every allegation in the above-numbered paragraphs is repeated herein as if stated verbatim.

57. In consideration of the above referenced ROA Note #1, the Defendant, Deborah G. Rice-Marko, executed a Unconditional Guaranty of Payment (“ROA Note #1 Guaranty 1”) dated June 24, 2005 whereby she individually, jointly and severally, absolutely and unconditionally guaranteed the payment of ROA Note #1 to Plaintiff and all extensions and renewals thereof. A true and correct copy of ROA Note #1 Guaranty 1 is attached hereto as Exhibit Q and is incorporated herein by reference.

58. In consideration of the above referenced ROA Note #1, the Defendant, Liberty Cottages Land, LLC, executed a Unconditional Guaranty Agreement (“ROA Note #1 Guaranty 2”) dated February 25, 2008 whereby it individually, jointly and severally, absolutely and unconditionally guaranteed the payment of ROA Note #1 to Plaintiff and all extensions and renewals thereof. A true

and correct copy of ROA Note #1 Guaranty 2 is attached hereto as Exhibit R and is incorporated herein by reference.

59. In consideration of the above referenced ROA Note #1, the Defendants, Deborah Rice-Marko and Liberty Cottages Land, LLC executed a Continuing Guaranty dated July 15, 2011, whereby each individually, jointly and severally, absolutely and unconditionally guaranteed the payment of ROA Note #1 to Plaintiff and all extensions and renewals thereof. A true and correct copy of the Continuing Guaranty Agreement is previously attached hereto as Exhibit L.

60. As further consideration for ROA Note #1, Defendants, Deborah Rice Marko and Liberty Cottages Land, LLC, agreed to pay all costs of collection, including reasonable attorney's fees.

61. Plaintiff has declared the entire balance of ROA Note #1 and Continuing Guaranty Agreement due and payable and hereby demands payment of the same, but Defendant, Deborah Rice-Marko and Liberty Cottages Land, LLC, has refused to pay, and therefore is in default under the terms of the Continuing Guaranty Agreement.

62. There is due and unpaid on ROA Note #1 and Continuing Guaranty Agreement, as of April 8, 2013, the principal sum of One Million Two Hundred Fifty-Seven Thousand Four Hundred Seventy-Seven and 25/100 (\$1,257,477.25) Dollars, plus interest in the amount of One Hundred Eighty-Four Thousand Thirty and 84/100 (\$184,030.84) Dollars and late fees in the amount of One Thousand One Hundred Seventy-Six and 16/100 (\$1,176.16) Dollars. Demand has been made upon Defendants Deborah Rice-Marko and Liberty Cottages Land, LLC to

pay said amounts but said Defendants have refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of One Million Four Hundred Forty-Two Thousand Six Hundred Eighty-Four and 25/100 (\$1,442,684.25) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to ROA Note #1.

63. Plaintiff hereby expressly seeks a judgment against the Defendants Deborah Rice- Marko and Liberty Cottages Land, LLC pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under ROA Note #1 and Continuing Guaranty Agreement in the amount of One Million Four Hundred Forty-Two Thousand Six Hundred Eighty-Four and 25/100 (\$1,442,684.25) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action. The judgment entered against Defendant Deborah Rice-Marko and Liberty Cottages Land, LLC shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Cottages Real Property, ROA Real Property as later described and Royal Real Property as later described, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendant after crediting the bid.

FOR A FIFTH CAUSE OF ACTION

(Foreclosure of Property and Judgment as to the Borrower – Clarksville Note)

64. Each of the allegations in the above numbered paragraphs are repeated and incorporated herein as if stated verbatim.

65. On or about January 24, 2005, the Deborah Rice-Marko for value received, executed and delivered to RBC Centura Bank a promissory note in the principal sum of Five Hundred Fifty Thousand Four Hundred and 00/100

(\$550,400.00) Dollars, with interest thereon, the terms of which note are more fully explained by reference thereto ("Clarksville Note"). A copy of said Clarksville Note is attached hereto as Exhibit S and incorporated herein by reference.

66. In order to secure the payment thereof, the Defendant, Deborah Rice-Marko, executed and delivered to RBC Centura Bank that certain Mortgage, Security Agreement and Financing Statement, dated June 24, 2005, and recorded in the Office of the RMC for Charleston County on July 12, 2005, in Mortgage Book T544 at Page 52, wherein and whereby said Defendant mortgaged to Plaintiff certain real property.

67. On or about March 22, 2007, the Defendant Deborah Rice-Marko executed an Assignment and Assumption Agreement, recorded in the Office of the RMC for Charleston County on March 23, 2007 in Book R619 at Page 503, in which USS Clarksville, LLC assumed the Clarksville Note and all subsequent modifications. The terms of the Assignment and Assumption Agreement are more fully explained by reference thereto. A copy of said Assignment and Assumption Agreement is attached here to as Exhibit T and incorporated herein by reference.

68. The loan was thereafter modified by that certain Modification Agreement dated February 25, 2008 wherein the Mortgage dated June 24, 2005 was deleted as security for the loan and a Lost Satisfaction of Mortgage was recorded in the Office of the RMC for Charleston County on January 12, 2011 in Book 0166 at Page 143. A copy of said Modification Agreement is attached hereto as Exhibit U and incorporated herein by reference.

69. The Modification Agreement dated February 25, 2008 further added as security for the loan, that certain Cottages Mortgage and Assignment A as modified and previously attached hereto as Exhibits B and C.

70. On or about January 26, 2009, the Defendant USS Clarksville, LLC executed a Modification Agreement, in which the Clarksville Note was modified to be secured by additional mortgages:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the Clerk of Court for Florence County.
- b) Assignment of Leases, Rents and Profits, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 738 in the Office of the Clerk of Court for Florence County.
- c) Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County.
- d) Assignment of Leases, Rents and Profits, executed by ROA, LLC, recorded November 14, 2007 in Book B644 at Page 505 in the Office of the RMC for Charleston County.
- e) Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County.

A copy of said Modification Agreement is attached hereto as Exhibit V and incorporated herein by reference.

71. The Clarksville Note was thereafter amended by the parties pursuant to that Amended and Restated Promissory Note dated July 15, 2011 ("Clarksville Amended Note") in the amount of Four Hundred Thirty Thousand Three Hundred Twenty-Four and 41/100 (\$430,324.41) Dollars. The Clarksville Amended Note added the following mortgages as security for the Clarksville Note:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County.
- b) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Florence County.

A true and correct copy of the Clarksville Amended Note is attached hereto as Exhibit W and incorporated herein by reference. The Clarksville Note and Clarksville Amended Note are collectively referred to as "Clarksville Note."

72. The Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the First Cause of Action. The Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the Ninth Cause of Action. The Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the Eleventh Cause of Action. The other mortgages securing the Clarksville Note are the subject of related foreclosure actions filed contemporaneously herewith in Dorchester and Florence Counties.

73. The Plaintiff reserves all rights to all other collateral that secures the Clarksville Note.

74. The Plaintiff is the owner and holder of the Clarksville Note and Cottages Mortgage it is seeking to foreclose.

75. The Defendant USS Clarksville, LLC has defaulted in the payment of the Clarksville Note given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due under said documents, and all interest due thereon. Said Clarksville Note is therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

76. There is due and unpaid on the Clarksville Note, modified to be secured by Cottages Mortgage, as of April 8, 2013, the principal sum of Three Hundred Sixty-Eight Thousand Eighty-Four and 41/100 (\$368,084.41) Dollars, plus interest in the amount of Fifty-Seven Thousand One Hundred Twenty-Three and 31/100 (\$57,123.31) Dollars and late fees in the amount of Three Thousand One Hundred Seven and 64/100 (\$3,107.64) Dollars. Demand has been made upon the Defendant USS Clarksville, LLC to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Four Hundred Twenty-Eight Thousand Three Hundred Fifteen and 36/100 (\$428,315.36) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Clarksville Note and Cottages Mortgage.

77. Plaintiff hereby expressly seeks a judgment against the Defendant USS Clarksville, LLC pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Clarksville Note in the amount of Four Hundred Twenty-Eight Thousand Three Hundred Fifteen and 36/100 (\$428,315.36) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Clarksville Note.

78. The Plaintiff also hereby expressly seeks the foreclosure and sale of the Cottages Real Property pursuant to S.C. Code Ann. § 29-3-650. The judgment entered against the parties shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Cottages Real Property, ROA Real Property as later described and Royal Real Property as later described, as provided in the statute. Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

FOR A SIXTH CAUSE OF ACTION
(Judgment on Guaranty – Continuing Guaranty Agreement)

79. Each and every allegation in the above-numbered paragraphs is repeated herein as if stated verbatim.

80. In consideration of the above referenced Clarksville Note, the Defendant, Deborah Rice-Marko, executed a Unconditional Guaranty of Payment (“Clarksville Guaranty 1”) dated March 22, 2007 whereby she individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the Clarksville Note to Plaintiff and all extensions and renewals thereof. A true and correct copy of the Clarksville Guaranty 1 is attached hereto as **Exhibit X** and is incorporated herein by reference.

81. In consideration of the above referenced Clarksville Note, the Defendant, Deborah Rice-Marko executed a Continuing Guaranty Agreement dated July 15, 2011, whereby she individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the Clarksville Note to Plaintiff and all

extensions and renewals thereof. A true and correct copy of the Continuing Guaranty Agreement is previously attached hereto as Exhibit L.

82. As further consideration for the Clarksville Note, Defendant, Deborah Rice-Marko agreed to pay all costs of collection, including reasonable attorney's fees.

83. Plaintiff has declared the entire balance of the Clarksville Note and Unconditional Guaranty Agreement due and payable and hereby demands payment of the same, but Defendant, Deborah Rice-Marko, has refused to pay, and therefore is in default under the terms of the Unconditional Guaranty Agreement.

84. There is due and unpaid on Clarksville Note and Unconditional Guaranty Agreement, as of April 8, 2013, the principal sum of Three Hundred Sixty-Eight Thousand Eighty-Four and 41/100 (\$368,084.41) Dollars, plus interest in the amount of Fifty-Seven Thousand One Hundred Twenty-Three and 31/100 (\$57,123.31) Dollars and late fees in the amount of Three Thousand One Hundred Seven and 64/100 (\$3,107.64) Dollars. Demand has been made upon Defendant Deborah Rice-Marko to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Four Hundred Twenty-Eight Thousand Three Hundred Fifteen and 36/100 (\$428,315.36) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Clarksville Note.

85. Plaintiff hereby expressly seeks a judgment against the Defendant Deborah Rice-Marko pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Clarksville Note and Continuing Guaranty Agreement in the amount of Four

Hundred Twenty-Eight Thousand Three Hundred Fifteen and 36/100 (\$428,315.36) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action. The judgment entered against Defendant shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Cottages Real Property, ROA Real Property as later described and Royal Real Property as later described, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendant after crediting the bid.

FOR A SEVENTH CAUSE OF ACTION
(Foreclosure of Property and Judgment as to the Borrower –
DRM Line of Credit Note)

86. Each and every allegation in the above-numbered paragraphs is repeated and incorporated herein as if stated verbatim.

87. On or about January 13, 2005, the Borrower, Deborah Rice-Marko, for consideration, executed in favor of RBC Centura Bank a promissory note in the total amount of Five Million and 00/100 (\$5,000,000.00) Dollars ("DRM Line of Credit Note"), with interest and payments as stated in said DRM Line of Credit Note. A copy of said DRM Line of Credit Note is attached hereto and incorporated herein as **Exhibit Y.**

88. Simultaneously with the execution of the above referred to DRM Line of Credit Note, and in order to secure the payment thereof, the Defendant, Deborah Rice-Marko, executed and delivered to RBC Centura Bank that certain Commercial Pledge Agreement dated January 13, 2005.

89. On or about January 26, 2009, the Defendant Deborah Rice-Marko executed a Modification Agreement, in which the Commercial Pledge

Agreement was deleted as security for the loan and the following mortgages amended to secure the DRM Line of Credit Note:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the Clerk of Court for Florence County.
- b) Assignment of Leases, Rents and Profits, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 738 in the Office of the Clerk of Court for Florence County.
- c) Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County.
- d) Assignment of Leases, Rents and Profits, executed by Liberty Cottages Land, LLC, recorded March 20, 2008 in Book N654 at Page 045 in the Office of the RMC for Charleston County.
- e) Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County.
- f) Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County.
- g) Assignment of Leases, Rents and Profits, executed by ROA, LLC, recorded November 14, 2007 in Book B644 at Page 505 in the Office of the RMC for Charleston County.

A copy of said Modification Agreement is attached hereto as Exhibit Z and incorporated herein by reference.

16. The DRM Line of Credit Note was thereafter amended by the parties pursuant to that Amended and Restated Promissory Note dated July 15, 2011, in the amount of One Million Five Hundred Ninety-Five Thousand Nine Hundred Eighty-Three and 91/100 (\$1,595,983.91) Dollars ("DRM Amended Note"). The DRM

Amended Note added the following mortgages as security for the DRM Line of Credit

Note:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County.
- b) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Florence County.
- c) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the ROD for Florence County.

A true and correct copy of the DRM Amended Note is attached hereto as Exhibit AA and incorporated herein by reference. The DRM Line of Credit Note and DRM Amended Note are collectively referred to as the "DRM Line of Credit Note."

17. The Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the First Cause of Action. The Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the Ninth Cause of Action. The Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the Eleventh Cause of Action. The other mortgages securing the DRM Line of Credit Note are the subject of related foreclosure actions filed contemporaneously herewith in Dorchester and Florence Counties.

90. The Defendant Deborah Rice-Marko has defaulted in the payment of the DRM Line of Credit Note given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due under said document, and all interest due thereon. Said DRM Line of Credit Note is therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

91. There is due and unpaid on the DRM Line of Credit Note, as of April 8, 2013, the principal sum of One Million Five Hundred Forty-Five Thousand Seven Hundred Forty-Eight and 91/100 (\$1,545,748.91) Dollars, plus interest in the amount of Two Hundred Twenty-Seven Thousand Four Hundred Forty-Six and 03/100 (\$227,446.03) Dollars and late fees in the amount of Twelve Thousand Two Hundred Ninety-Three and 29/100 (\$12,293.29) Dollars. Demand has been made upon the Defendant Deborah Rice-Marko to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of One Million Seven Hundred Eighty-Five Thousand Four Hundred Eighty-Eight and 23/100 (\$1,785,488.23) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the DRM Line of Credit Note.

92. Plaintiff hereby expressly seeks a judgment against the Defendant Deborah Rice-Marko pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the DRM Line of Credit Note in the amount of One Million Seven Hundred Eighty-Five Thousand Four Hundred Eighty-Eight and 23/100 (\$1,785,488.23) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and

expenses of this action, plus all other amounts due pursuant to the DRM Line of Credit Note.

93. The Plaintiff also hereby expressly seeks the foreclosure and sale of Cottages Real Property, ROA Real Property as later described and Royal Real Property as later described pursuant to S.C. Code Ann. § 29-3-650. The judgment entered against the parties shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of Cottages Real Property, ROA Real Property as later described and Royal Real Property as later described, as provided in the statute. Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

FOR AN EIGHTH CAUSE OF ACTION
(Judgment on Guaranty – Continuing Guaranty Agreement)

94. Each and every allegation in the above-numbered paragraphs is repeated and incorporated herein as if stated verbatim.

95. In consideration for the above referenced DRM Line of Credit Note, Deborah Rice-Marko executed in favor of Plaintiff a Continuing Guaranty Agreement whereby she individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the DRM Line of Credit Note to Plaintiff and all extensions and renewals thereof. A copy of said Continuing Guaranty Agreement is previously attached hereto as Exhibit L.

96. As further consideration for the DRM Line of Credit Note, Defendant Deborah Rice-Marko agreed to pay all costs of collection, including reasonable attorney's fees.

97. Plaintiff has declared the entire balance of the DRM Line of Credit Note and Continuing Guaranty Agreement due and payable and hereby demands payment of the same, but Defendant Deborah Rice-Marko has refused to pay, and therefore is in default under the terms of the Continuing Guaranty Agreement.

98. There is due and unpaid on the DRM Line of Credit Note and Continuing Guaranty Agreement, as of April 8, 2013, the principal sum of One Million Five Hundred Forty-Five Thousand Seven Hundred Forty-Eight and 91/100 (\$1,545,748.91) Dollars, plus interest in the amount of Two Hundred Twenty-Seven Thousand Four Hundred Forty-Six and 03/100 (\$227,446.03) Dollars and late fees in the amount of Twelve Thousand Two Hundred Ninety-Three and 29/100 (\$12,293.29) Dollars. Demand has been made upon Defendant Deborah Rice-Marko to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of One Million Seven Hundred Eighty-Five Thousand Four Hundred Eighty-Eight and 23/100 (\$1,785,488.23) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the DRM Line of Credit Note.

99. Plaintiff hereby expressly seeks a judgment against the Defendant Deborah Rice-Marko pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the DRM Line of Credit Note and Continuing Guaranty Agreement in the amount of One Million Seven Hundred Eighty-Five Thousand Four Hundred Eighty-Eight and 23/100 (\$1,785,488.23) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action. The judgment entered against Defendant

shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Cottages Real Property, ROA Real Property as later described and Royal Real Property as later described, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendant after crediting the bid.

FOR A NINTH CAUSE OF ACTION
(Foreclosure of Property and Judgment as to the Borrower – ROA Note #2)

100. Each and every allegation in the above-numbered paragraphs is repeated and incorporated herein as if stated verbatim.

101. On or about November 9, 2007, the Defendant, ROA, LLC, for value received, executed and delivered to RBC Centura Bank a commercial promissory note in the principal sum of Three Million, Nine Hundred Twenty Thousand and no/100 (\$3,920,000.00) Dollars, with interest thereon, the terms of which note are more fully explained by reference thereto ("ROA Note #2"). A copy of said ROA Note #2 is attached hereto as **Exhibit BB** and incorporated herein by reference.

102. Simultaneously with the execution of the above referred to ROA Note #2, and in order to secure the payment of the ROA Note #2, the Defendant ROA, LLC executed and delivered to RBC Centura Bank that certain Mortgage, Assignment of Rents and Security Agreement ("ROA Mortgage") dated November 9, 2007, and recorded in the Office of the RMC for Charleston County on November 14, 2007, in Mortgage Book A644 at Page 387, wherein and whereby said Defendant mortgaged to Plaintiff the real property ("ROA Real Property") more fully described herein as follows:

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 ADJUSTMENTS AT #46 AND #48 JOHN STREET AND #430, #432, #434, #436, #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 a portion of the property conveyed to ROA, LLC by deed of 438 King Street, LLC recorded in the Office of the RMC for Charleston County on April 20, 2007 in Book U622 at Page 719.

TMS No. 460-16-02-066
Property Address: 438 King Street

A copy of said ROA Mortgage is attached hereto as Exhibit CC and incorporated herein by reference.

103. Simultaneously with the execution of the above referred to ROA Note #2, and in order to secure the payment thereof, the Defendant ROA, LLC executed and delivered to Plaintiff that certain Assignment of Leases, Rents and Profits dated November 9, 2007, and recorded in the Office of the RMC for Charleston County on November 14, 2007 in Book B644 at Page 505, wherein and whereby said Defendant assigned to Plaintiff the leases and rents as to the ROA Real Property. A copy of said Assignment of Leases, Rents and Profits is attached hereto as Exhibit DD and incorporated herein by reference.

104. In order to further perfect its security interest in certain of the fixtures and proceeds located upon the ROA Real Property, RBC Centura Bank recorded a UCC Financing Statement ("UCC") with the South Carolina Secretary of State as Document Number 071204-1548235 on December 4, 2007 and a Continuation filed on

November 14, 2012, document number 121114-1240356. A copy of said UCC is attached hereto as Exhibit EE and incorporated herein by reference.

105. On or about January 26, 2009, the Defendant ROA, LLC executed a Modification Agreement Supplement in which the ROA Mortgage was amended to secure additional indebtedness and obligations as follows:

- a) Note executed by Deborah Rice-Marko, dated January 11, 2007, in the amount of \$6,500,000.00.
- b) Note executed by ROA, LLC dated June 24, 2005, in the amount of \$1,763,000.00.
- c) Note executed by Royal Beach Properties, LLC dated May 19, 2000, in the amount of \$2,500,000.00.
- d) Note executed by USS Clarksville, LLC dated June 24, 2005 in the amount of \$550,400.00.
- e) Note executed by Liberty Cottages, LLC dated March 22, 2007 in the amount of \$2,500,000.00.
- f) Note executed by The Brothers of SC, LLC dated October 11, 2007 in the amount of \$4,900,000.00.

A copy of said Modification Agreement Supplement is attached hereto as Exhibit FF and incorporated herein by reference.

106. On or about July 15, 2011, the Defendant ROA, LLC executed a Modification of Mortgage, recorded in the RMC Office for Charleston County on July 26, 2011 in Book 0198 at Page 816, in which the ROA Mortgage was amended to increase the principal sum secured by Mortgage to Twenty-Five Million and 00/100 (\$25,000,000) Dollars and secure additional indebtedness and obligations as follows:

- a) Amended and Restated Promissory Note made by Deborah Rice-Marko in favor of Mortgagor dated July 15, 2011, in the principal amount of \$1,595,983.91
- b) Amended and Restated Promissory note made by GW Dorchester, LLC dated July 15, 2011, in the principal amount of \$2,327,500.00
- c) Amended and Restated Promissory note made by USS Clarksville, LLC dated July 15, 2011, in the principal amount of \$430,324.41
- d) Amended and Restated Promissory Note made by Liberty Cottages Land, LLC dated July 15, 2011, in the principal amount of \$1,271,220.00

- e) Amended and Restated Promissory Note made by ROA, LLC dated July 15, 2011, in the principal amount of \$1,294,197.25
- f) Amended and Restated Promissory Note made by Royal Beach Properties, LLC dated July 15, 2011, in the principal amount of \$3,262,500.00
- g) Amended and Restated Promissory Note made by The Brothers of SC, LLC dated July 15, 2011, in the principal amount of \$1,087,495.68
- h) Amended and Restated Promissory Note made by The Brothers of SC, LLC dated July 15, 2011, in the principal amount of \$4,900,000.00.

A copy of said Modification of Mortgage is attached hereto as **Exhibit GG** and incorporated herein by reference. As security for these notes, these borrowers executed various mortgages recorded in Dorchester and Florence Counties. These mortgages are the subject of related foreclosure actions and filed contemporaneously herewith.

107. On or about January 26, 2009, the Defendant ROA, LLC executed a Modification Agreement, in which ROA Note #2 was modified to be secured by additional mortgages:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the Clerk of Court for Florence County.
- b) Assignment of Leases, Rents and Profits, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 738 in the Office of the Clerk of Court for Florence County.
- c) Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County.
- d) Assignment of Leases, Rents and Profits, executed by ROA, LLC, recorded March 20, 2008 in Book N654 at Page 045 in the Office of the RMC for Charleston County.
- e) Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County.

A copy of said Modification Agreement is attached hereto as **Exhibit HH** and incorporated herein by reference.

108. The ROA Note #2 was thereafter amended by the parties pursuant to that Amended and Restated Promissory Note dated July 15, 2011 ("ROA Amended Note #2") in the amount of Three Million Three Hundred Ninety-Six Thousand Four Hundred Fifty-Nine and 83/100 (\$3,396,459.83) Dollars. ROA Amended Note #2 added the following mortgages as security for ROA Note #2:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County.
- b) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Florence County.

A true and correct copy of the ROA Amended Note #2 is attached hereto as Exhibit II and incorporated herein by reference. The ROA Note #2 and ROA Amended Note #2 are collectively referred to as the "ROA Note #2."

109. The Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the First Cause of Action. The Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the Eleventh Cause of Action. The other mortgages securing ROA Note #2 are the subject of related foreclosure actions filed contemporaneously herewith in Dorchester and Florence Counties.

110. Subsequent to the signing of ROA Note #2 and the ROA Mortgage, RBC Centura Bank changed its name to RBC Bank (USA). On or about

March 3, 2012, RBC Bank (USA) merged with PNC Bank, National Association. The Plaintiff is the owner and holder of the ROA Note #2 and the ROA Mortgage it is seeking to foreclose.

111. The Plaintiff reserves all rights to all other collateral that secures ROA Note #2.

112. The Plaintiff is the owner and holder of ROA Note #2 and the ROA Mortgage it is seeking to foreclose.

113. The Defendant has defaulted in the payment of ROA Note #2 and the ROA Mortgage given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due under said documents, and all interest due thereon. Said ROA Note #2 and the ROA Mortgage are therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

114. The ROA Mortgage is a valid first lien on the ROA Real Property.

115. There is due and unpaid on ROA Note #2 and the ROA Mortgage as of April 8, 2013, the principal sum of Three Million Two Hundred Ninety-Eight Thousand Eighty Hundred Seventy-Nine and 83/100 (\$3,298,879.83) Dollars, plus interest in the amount of Three Hundred Sixty-Eight Thousand Five Hundred Five and 15/100 (\$368,505.15) Dollars and late fees in the amount of Four Thousand Three Hundred Ninety-Four and 37/100 (\$4,394.37) Dollars. Demand has been made upon the Defendant ROA, LLC to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Three Million Six Hundred Seventy-One Thousand Seven

Hundred Seventy-Nine and 35/100 (\$3,671,779.35) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to ROA Note #2 and the ROA Mortgage.

116. Plaintiff hereby expressly seeks a judgment against the Defendant ROA, LLC pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under ROA Note #2 in the amount of Three Million Six Hundred Seventy-One Thousand Seven Hundred Seventy-Nine and 35/100 (\$3,671,779.35), plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the ROA Note #2 and ROA Mortgage.

117. The Plaintiff also hereby expressly seeks the foreclosure and sale of the ROA Real Property pursuant to S.C. Code Ann. § 29-3-650. The judgment entered against the parties shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Cottages Real Property, ROA Real Property and Royal Real Property as later described, as provided in the statute. Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

FOR A TENTH CAUSE OF ACTION
(Judgment on Guaranty – Continuing Guaranty Agreement)

118. Each and every allegation in the above-numbered paragraphs is repeated herein as if stated verbatim

119. In consideration of the above referenced ROA Note #2, the Defendant Deborah Rice-Marko executed an Unconditional Guaranty Agreement dated November 9, 2007 whereby she individually, jointly and severally, absolutely and unconditionally guaranteed the payment of ROA Note #2 to Plaintiff and all extensions

and renewals thereof. A true and correct copy of the Unconditional Guaranty Agreement is attached hereto as Exhibit JJ and is incorporated herein by reference.

120. In consideration of the above referenced ROA Note #2, the Defendant, Deborah Rice-Marko executed a Continuing Guaranty Agreement dated July 15, 2011, whereby she individually, jointly and severally, absolutely and unconditionally guaranteed the payment of ROA Note #2 to Plaintiff and all extensions and renewals thereof. A true and correct copy of the Continuing Guaranty Agreement is previously attached hereto as Exhibit L.

121. As further consideration for ROA Note #2, Defendant Deborah Rice-Marko agreed to pay all costs of collection, including reasonable attorney's fees.

122. Plaintiff has declared the entire balance of ROA Note #2 and Continuing Guaranty Agreement due and payable and hereby demand payment of the same, but Defendant has refused to pay, and therefore is in default under the terms of the Continuing Guaranty Agreement.

123. There is due and unpaid on ROA Note #2 and Continuing Guaranty Agreement, as of April 8, 2013, the principal sum of Three Million Two Hundred Ninety-Eight Thousand Eighty Hundred Seventy-Nine and 83/100 (\$3,298,879.83) Dollars, plus interest in the amount of Three Hundred Sixty-Eight Thousand Five Hundred Five and 15/100 (\$368,505.15) Dollars and late fees in the amount of Four Thousand Three Hundred Ninety-Four and 37/100 (\$4,394.37) Dollars. Demand has been made upon the Defendant ROA, LLC to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Three Million Six

Hundred Seventy-One Thousand Seven Hundred Seventy-Nine and 35/100 (\$3,671,779.35) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to ROA Note #2.

124. Plaintiff hereby expressly seeks a judgment against the Defendant Deborah Rice-Marko pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under ROA Note #2 and the Continuing Guaranty Agreement in the amount of Three Million Six Hundred Seventy-One Thousand Seven Hundred Seventy-Nine and 35/100 (\$3,671,779.35) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action. The judgment entered against Defendant shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Cottages Real Property, ROA Real Property and Royal Real Property as later described, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendant after crediting the bid.

FOR AN ELEVENTH CAUSE OF ACTION
(Foreclosure of Property and Judgment as to the Borrower – Royal Note)

125. Each and every allegation in the above-numbered paragraphs is repeated herein as if stated verbatim.

126. On or about May 19, 2000, the Defendant Deborah Rice-Marko for value received, executed and delivered to Centura Bank a promissory note in the principal sum of Two Million, Five Hundred Thousand and no/100 (\$2,500,000.00) Dollars, with interest thereon, the terms of which note are more fully explained by reference thereto (the "Royal Note"). A copy of said Note is attached hereto as Exhibit **KK** and incorporated herein by reference.

127. Simultaneously with the execution of the above referred to Royal Note, and in order to secure the payment thereof, the Defendant, Deborah Rice-Marko executed and delivered to Centura Bank that certain Mortgage ("Royal Mortgage") dated May 19, 2000, and recorded in the Office of the RMC for Charleston County on May 23, 2000, in Mortgage Book A348 at Page 632, wherein and whereby said Defendant mortgaged to Plaintiff the real property ("Royal Real Property") more fully described herein as follows:

All that certain piece, parcel or lot of land situate, lying and being on Kiawah Island, Charleston County, South Carolina, known and designated as Lot Number Eleven (11) on a subdivision plat of Royal Beach Club owned by Southeastern Surveying, Inc., dated April 21, 1987, having latest revision dated November 17, 1987, and recorded in Plat Book BP at Page 111 in the RMC Office for Charleston County South Carolina; said property having such size, shape, location, butts, bounds, courses and distances as will by reference to said plat more fully appear.

This being the same property conveyed to Deborah Rice-Marko by deed of Philip P. Vineyard and Sandra T. Vineyard by deed recorded in the Office of the RMC for Charleston County on May 23, 2000 in Book A348 at Page 112. Thereafter Deborah Rice-Marko conveyed the Real Property to Royal Beach Properties, LLC by deed recorded in the Office of the RMC for Charleston County on July 16, 2007 in Book J632 at Page 132.

TMS No. 264-15-00-078

Property Address: 11 Royal Beach Drive

A copy of said Royal Mortgage is attached hereto as Exhibit LL and incorporated herein by reference.

128. The Royal Mortgage was modified from time to time. On or about August 26, 2008, the Defendant Deborah Rice-Marko executed an Assignment and Assumption Agreement, recorded in the RMC Office for Charleston County on September 4, 2008 in Book 0008 at Page 71, in which Royal Beach Properties, LLC

assumed the Royal Note, Royal Mortgage and all subsequent modifications. The terms of the Assignment and Assumption Agreement are more fully explained by reference thereto. A copy of said Assignment and Assumption Agreement is attached hereto as **Exhibit MM** and incorporated herein by reference.

129. On or about January 26, 2009, the Defendant Royal Beach Properties, LLC executed a Modification Agreement Supplement, recorded in the RMC Office for Charleston County on January 28, 2009 in Book 0032 at Page 76, in which the Royal Mortgage was amended to secure additional indebtedness and obligations as follows:

- a) Note executed by Deborah Rice-Marko, dated January 11, 2007, in the amount of \$6,500,000.00.
- b) Note executed by ROA, LLC dated June 24, 2005, in the amount of \$1,763,000.00.
- c) Note executed by ROA, LLC dated November 9, 2007, in the amount of \$3,920,000.00.
- d) Note executed by USS Clarksville, LLC dated June 24, 2005 in the amount of \$550,400.00.
- e) Note executed by Liberty Cottages, LLC dated March 22, 2007 in the amount of \$2,500,000.00.
- f) Note executed by The Brothers of SC, LLC dated October 11, 2007 in the amount of \$4,900,000.00.

A copy of said Modification Agreement Supplement is attached hereto as **Exhibit NN** and incorporated herein by reference.

130. On or about July 15, 2011, the Defendant Royal Beach Properties, LLC executed a Modification of Mortgage, recorded in the RMC Office for Charleston County on July 26, 2011 in Book 0198 at Page 814, in which the Royal Mortgage was amended to increase the principal sum secured by the Mortgage to Twenty-Five Million and 00/100 (\$25,000,000) Dollars and secure additional indebtedness and obligations as follows:

- a) Amended and Restated Promissory Note made by Deborah Rice-Marko in favor of Mortgagor dated July 15, 2011, in the principal amount of \$1,595,983.91
- b) Amended and Restated Promissory note made by GW Dorchester, LLC dated July 15, 2011, in the principal amount of \$2,327,500.00
- c) Amended and Restated Promissory note made by USS Clarksville, LLC dated July 15, 2011, in the principal amount of \$430,324.41
- d) Amended and Restated Promissory Note made by Liberty Cottages Land, LLC dated July 15, 2011, in the principal amount of \$1,271,220.00
- e) Amended and Restated Promissory Note made by ROA, LLC dated July 15, 2011, in the principal amount of \$1,294,197.25
- f) Amended and Restated Promissory Note made by ROA, LLC dated July 15, 2011, in the principal amount of \$3,396,459.83
- g) Amended and Restated Promissory Note made by The Brothers of SC, LLC dated July 15, 2011, in the principal amount of \$1,087,495.68
- h) Amended and Restated Promissory Note made by The Brothers of SC, LLC dated July 15, 2011, in the principal amount of \$4,900,000.00.

A copy of said Modification of Mortgage is attached hereto as Exhibit OO and incorporated herein by reference. As security for these notes, these borrowers executed various mortgages recorded in Dorchester and Florence Counties. These mortgages are the subject of related foreclosure actions and filed contemporaneously herewith.

131. The Royal Note was thereafter amended by the parties pursuant to that Amended and Restated Promissory Note in the amount of Three Thousand Two Hundred Sixty-Two Thousand Five Hundred and 00/100 (\$3,262,500.00) Dollars, dated July 15, 2011 ("Royal Amended Note"). The Royal Amended Note added the following mortgages as security for the Royal Note:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County.
- b) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Florence County.

- c) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the Clerk of Court for Florence County.
- d) Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County.

A true and correct copy of the Royal Amended Note is attached hereto as Exhibit PP and incorporated herein by reference. The Royal Note and Royal Amended Note are collectively referred to as the "Royal Note."

132. The Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the First Cause of Action. The Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the Ninth Cause of Action. The other mortgages securing the Royal Note are the subject of related foreclosure actions filed contemporaneously herewith in Dorchester and Florence Counties.

133. The Plaintiff reserves all rights to all other collateral that secures the Royal Note.

134. Subsequent to the signing of the Royal Note and Royal Mortgage, Centura Bank changed its name to RBC Centura Bank, which subsequently changed its name to RBC Bank (USA). On or about March 3, 2012, RBC Bank (USA) merged with PNC Bank, National Association. The Plaintiff is the owner and holder of the Royal Note and Royal Mortgage it is seeking to foreclose.

135. The Defendant Royal Beach Properties, LLC has defaulted in the payment of the Royal Note and Royal Mortgage given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due under said documents, and all interest due thereon. Said Royal Note and Royal Mortgage are therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

136. The Royal Mortgage is a valid first lien on the Royal Real Property.

137. There is due and unpaid on the Royal Note and Royal Mortgage as of April 8, 2013, the principal sum of Three Million One Hundred Seventy Thousand Twenty and 00/100 (\$3,170,020.00) Dollars, plus interest in the amount of Four Hundred Seventy-Five Thousand Twenty-Eight and 25/100 (\$475,028.25) Dollars and late fees in the amount of Two Thousand Nine Hundred Sixty-Three and 91/100 (\$2,963.91) Dollars. Demand has been made upon the Defendant Royal Beach Properties, LLC to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Three Million Six Hundred Forty-Eight Thousand Twelve and 16/100 (\$3,648,012.16) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Royal Note and Royal Mortgage.

138. Plaintiff hereby expressly seeks a judgment against the Defendant Royal Beach Properties, LLC pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Royal Note in the amount of Three Million Six Hundred Forty-

Eight Thousand Twelve and 16/100 (\$3,648,012.16) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Royal Note and Royal Mortgage.

139. The Plaintiff also hereby expressly seeks the foreclosure and sale of Royal Real Property pursuant to S.C. Code Ann. § 29-3-650. The judgment entered against the parties shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of Cottages Real Property, ROA Real Property and Royal Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

FOR A TWELFTH CAUSE OF ACTION
(Judgment on Guaranty – Continuing Guaranty Agreement)

140. Each and every allegation in the above-numbered paragraphs is repeated herein as if stated verbatim.

141. In consideration of the above referenced Royal Note, the Defendant, Deborah Rice-Marko, executed an Unconditional Guaranty Agreement dated August 26, 2008, whereby she individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the Royal Note to Plaintiff and all extensions and renewals thereof. A true and correct copy of the Unconditional Guaranty Agreement is attached hereto as Exhibit QQ and is incorporated herein by reference.

142. In consideration of the above referenced Royal Note, the Defendants, Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr. executed a Continuing Guaranty Agreement dated July 15, 2011, whereby each individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the

Royal Note to Plaintiff and all extensions and renewals thereof. A true and correct copy of the Continuing Guaranty Agreement is previously attached hereto as Exhibit L.

143. As further consideration for the Royal Note, Defendants Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr. agreed to pay all costs of collection, including reasonable attorney's fees.

144. Plaintiff has declared the entire balance of the Royal Note and Continuing Guaranty Agreement due and payable and hereby demands payment of the same, but Defendants Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr. have refused to pay, and therefore is in default under the terms of the Continuing Guaranty Agreement.

145. There is due and unpaid on the Royal Note and Continuing Guaranty Agreement, as of April 8, 2013, the principal sum of Three Million One Hundred Seventy Thousand Twenty and 00/100 (\$3,170,020.00) Dollars, plus interest in the amount of Four Hundred Seventy-Five Thousand Twenty-Eight and 25/100 (\$475,028.25) Dollars and late fees in the amount of Two Thousand Nine Hundred Sixty-Three and 91/100 (\$2,963.91) Dollars. Demand has been made upon Defendants Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr. to pay said amounts but said Defendants have refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Three Million Six Hundred Forty-Eight Thousand Twelve and 16/100 (\$3,648,012.16) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Royal Note.

146. Plaintiff hereby expressly seeks a judgment against the Defendants, Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr., pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Royal Note and Continuing Guaranty Agreement in the amount of Three Million Six Hundred Forty-Eight Thousand Twelve and 16/100 (\$3,648,012.16) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action.

147. The judgment entered against Defendants shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Cottages Real Property, ROA Real Property and Royal Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendants after crediting the bid.

FOR A THIRTEENTH CAUSE OF ACTION
(Foreclosure of Property and Judgment as to the Borrower – Brothers Note #1)

148. Each and every allegation in the above-numbered paragraphs is repeated herein as if stated verbatim.

149. On or about August 7, 2001, the Defendant The Brothers of NC, LLC for value received, executed and delivered to Centura Bank a promissory note in the principal sum of One Million, One Hundred Thousand and no/100 (\$1,100,000.00) Dollars, with interest thereon, the terms of which note are more fully explained by reference thereto (the "Brothers Note #1"). A copy of said Note is attached hereto as **Exhibit RR** and incorporated herein by reference.

150. Brothers Note #1 is secured by that certain Mortgage and Security Agreement, executed by The Brothers of NC, LLC, recorded on August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Horry County.

151. On August 3, 2004, The Brothers of NC, LLC filed Articles of Merger with the South Carolina Secretary of State in which The Brothers of NC, LLC merged with The Brothers of SC, LLC. The Articles of Merger were filed with the ROD Office for Horry County on September 18, 2007 in Book 3277 at Page 724. A copy of said Articles of Merger are attached hereto as Exhibit SS and incorporated herein by reference.

152. The Brothers Note #1 was thereafter modified from time to time by the parties pursuant to certain note amendment agreements, with the last note amendment agreement dated July 15, 2011 in the amount of One Million Eighty-Seven Thousand Four Hundred Ninety-Five and 68/100 (\$1,087,495.68) Dollars ("Brothers Amended Note #1"). Brothers Amended Note #1 added the following mortgages as security for Brothers Note #1:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County.
- b) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the Clerk of Court for Florence County.
- c) Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County.
- d) Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County.

A true and correct copy of the Brothers Amended Note #1 is attached hereto as Exhibit TT and incorporated herein by reference. The Brothers Note #1 and Brothers Amended Note #1 are collectively referred to as the "Brothers Note #1."

153. The Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the First Cause of Action. The Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the Ninth Cause of Action. The Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the Eleventh Cause of Action. The other mortgages securing Brothers Note #1 are the subject of related foreclosure actions filed contemporaneously herewith in Dorchester and Florence Counties.

154. Subsequently, The Brothers of SC, LLC sold the real property covered by the Mortgage and Security Agreement, executed by The Brothers of NC, LLC, recorded on August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Horry County, as evidenced by the deed recorded August 12, 2011 in Book 3535 at Page 621 in the Office of the ROD for Horry County. The consideration paid for the purchase of that property to The Brothers of SC, LLC was applied to the balance of Brothers Note #1 and that real property will not be foreclosed.

155. The Defendant has defaulted in the payment of the Brothers Note #1 given to Plaintiff by failing to pay Plaintiff, on demand, the remaining principal and interest due under said document after application of the sale proceeds, and all interest due thereon. Said Defendant is therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

156. There is remaining due and unpaid on Brothers Note #1 as of April 8, 2013, the principal sum of Two Hundred Fifty-Nine Thousand Nine Hundred Five and 43/100 (\$259,905.43) Dollars, plus interest in the amount of Twenty Thousand Nine Hundred Fourteen and 16/100 (\$20,914.16) Dollars and late fees in the amount of Two Thousand Three Hundred Nine and 90/100 (\$2,309.90) Dollars. Demand has been made upon the Defendant The Brothers of SC, LLC to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Two Hundred Eighty-Three Thousand One Hundred Twenty-Nine and 49/100 (\$283,129.49) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to Brothers Note #1.

157. Plaintiff hereby expressly seeks a judgment against the Defendant The Brothers of SC, LLC pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Note in the amount of Two Hundred Eighty-Three Thousand One Hundred Twenty-Nine and 49/100 (\$283,129.49) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to Brothers Note #1.

158. The Plaintiff also hereby expressly seeks the foreclosure and sale of Real Property pursuant to S.C. Code Ann. § 29-3-650. The judgment entered against the parties shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

FOR A FOURTEENTH CAUSE OF ACTION
(Judgment on Guaranty – Continuing Guaranty Agreement)

159. Each and every allegation in the above-numbered paragraphs is repeated herein as if stated verbatim.

160. In consideration of the above referenced Brothers Note #1, the Defendant, John Edward Marko, Jr., executed an Unconditional Guaranty Agreement dated December 28, 2001 whereby he individually, jointly and severally, absolutely and unconditionally guaranteed the payment of Brothers Note #1 to Plaintiff and all extensions and renewals thereof. A true and correct copy of Unconditional Guaranty Agreement is attached hereto as Exhibit UU and is incorporated herein by reference.

161. In consideration of the above referenced Brothers Note #1, the Defendants, Evan R. Marko and John E. Marko, Jr. executed a Continuing Guaranty Agreement dated July 15, 2011, whereby each individually, jointly and severally, absolutely and unconditionally guaranteed the payment of Brothers Note #1 to Plaintiff and all extensions and renewals thereof. A true and correct copy of the Continuing Guaranty Agreement is previously attached hereto as Exhibit L.

162. As further consideration for Brothers Note #1, Defendants, John E. Marko, Jr. and Evan R. Marko, agreed to pay all costs of collection, including reasonable attorney's fees.

163. Plaintiff has declared the entire balance of Brothers Note #1 and the Continuing Guaranty Agreement due and payable and hereby demands payment of the same, but Defendants have refused to pay, and therefore are in default under the terms of the Continuing Guaranty Agreement.

164. There is due and unpaid on Brothers Note #1 and Continuing Guaranty Agreement, as of April 8, 2013, the principal sum of Two Hundred Fifty-Nine Thousand Nine Hundred Five and 43/100 (\$259,905.43) Dollars, plus interest in the amount of Twenty Thousand Nine Hundred Fourteen and 16/100 (\$20,914.16) Dollars and late fees in the amount of Two Thousand Three Hundred Nine and 90/100 (\$2,309.90) Dollars. Demand has been made upon Defendants John E. Marko, Jr. and Evan R. Marko to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Two Hundred Eighty-Three Thousand One Hundred Twenty-Nine and 49/100 (\$283,129.49) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to Brothers Note #1.

165. Plaintiff hereby expressly seeks a judgment against the Defendants John E. Marko, Jr. and Evan R. Marko pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under Brothers Note #1 and the Continuing Guaranty Agreement in the amount of Two Hundred Eighty-Three Thousand One Hundred Twenty-Nine and

49/100 (\$283,129.49) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action. The judgment entered against the Defendants shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Cottages Real Property, ROA Real Property and Royal Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendants after crediting the bid.

FOR A FIFTEENTH CAUSE OF ACTION

(Foreclosure of Property and Judgment as to the Borrower – Brothers Note #2)

166. Each and every allegation in the above-numbered paragraphs is repeated and incorporated herein as if stated verbatim.

167. On or about October 11, 2007, the Defendant The Brothers of SC, LLC for value received, executed and delivered to RBC Centura Bank a promissory note in the principal sum of Four Million, Nine Hundred Thousand and 00/100 (\$4,900,000.00) Dollars, with interest thereon, the terms of which note are more fully explained by reference thereto ("Brothers Note #2"). A copy of said Brothers Note #2 is attached hereto as **Exhibit VV** and incorporated herein by reference.

168. Brothers Note #2 is secured by that certain Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded on October 12, 2007 in Book B139 at Page 715 in the Office of the ROD for Florence County, and Assignment of Leases, Rents and Profits, executed by The Brothers of SC, LLC, recorded on July 29, 2011 in Book B139 at Page 738 in the Office of the ROD for Florence County.

169. On or about January 26, 2009, the Defendant The Brothers of SC, LLC executed a Modification Agreement, in which Brothers Note #2 was modified to be secured by additional mortgages:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County.
- b) Assignment of Leases, Rents and Profits, executed by ROA, LLC, recorded November 14, 2007 in Book B644 at Page 505 in the Office of the RMC for Charleston County.
- c) Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County.
- d) Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County.
- e) Assignment of Leases, Rents and Profits, executed by Liberty Cottages Land, LLC, recorded March 20, 2008 in Book N654 at Page 045 in the Office of the RMC for Charleston County.

A copy of said Modification Agreement is attached hereto as Exhibit WW and incorporated herein by reference.

170. The Brothers Note #2 was thereafter amended by the parties pursuant to that Amended and Restated Promissory Note dated July 15, 2011, in the amount of Four Million Nine Hundred Thousand and 00/100 (\$4,900,000.00) Dollars ("Brothers Amended Note #2"). Brothers Amended Note #2 added the following mortgages as security for Brothers Note #2:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County.

- b) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Florence County.

A true and correct copy of the Brothers Amended Note #2 is attached hereto as Exhibit XX and incorporated herein by reference. The Brothers Note #2 and Brothers Amended Note #2 are collectively referred to as the "Brothers Note #2."

171. The Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the First Cause of Action. The Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the Ninth Cause of Action. The Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the Eleventh Cause of Action. The other mortgages securing Brothers Note #2 are the subject of related foreclosure actions filed contemporaneously herewith in Dorchester and Florence Counties.

172. The Defendant has defaulted in the payment of Brothers Note #2 given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due under said documents, and all interest due thereon. Said Brothers Note #2 is therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

173. There is due and unpaid on Brothers Note #2 as of April 8, 2013, the principal sum of Four Million Seven Hundred Eighty-Five Thousand Six Hundred Twenty and 00/100 (\$4,785,620.00) Dollars, plus interest in the amount of Six Hundred Ten Thousand Four Hundred Sixty and 33/100 (\$610,460.33) Dollars and late fees in the amount of Three Thousand Six Hundred Seventy-Six and 50/100 (\$3,676.50) Dollars. Demand has been made upon the Defendant The Brothers of SC, LLC to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Five Million Three Hundred Ninety-Nine Thousand Seven Hundred Fifty-Six and 83/100 (\$5,399,756.83) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to Brothers Note #2.

174. Plaintiff hereby expressly seeks a judgment against the Defendant The Brothers of SC, LLC pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Note in the amount of Five Million Three Hundred Ninety-Nine Thousand Seven Hundred Fifty-Six and 83/100 (\$5,399,756.83) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to Brothers Note #2.

175. The Plaintiff also hereby expressly seeks the foreclosure and sale of the Cottages Real Property, ROA Real Property and Royal Real Property pursuant to S.C. Code Ann. § 29-3-650. The judgment entered against the parties shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Cottages Real Property, ROA Real Property and Royal Real Property, as provided in the statute.

Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

FOR A SIXTEENTH CAUSE OF ACTION
(Judgment on Guaranty - Continuing Guaranty Agreement)

176. Each and every allegation in the above-numbered paragraphs is repeated herein as if stated verbatim.

177. In consideration of the above referenced Brothers Note #2, the Defendant, John E. Marko, Jr., executed an Unconditional Guaranty Agreement ("Brothers Note #2 Guaranty 1") dated October 11, 2007 whereby he individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the Brothers Note #2 to Plaintiff and all extensions and renewals thereof. A true and correct copy of Brothers Note #2 Guaranty 1 is attached hereto as Exhibit YY and is incorporated herein by reference.

178. In consideration of the above referenced Brothers Note #2, the Defendant, Evan R. Marko, executed an Unconditional Guaranty Agreement ("Brothers Note #2 Guaranty 2") dated October 11, 2007 whereby he individually, jointly and severally, absolutely and unconditionally guaranteed the payment of Brothers Note #2 to Plaintiff and all extensions and renewals thereof. A true and correct copy of Brothers Note #2 Guaranty 2 is attached hereto as Exhibit ZZ and is incorporated herein by reference.

179. In consideration of the above referenced Brothers Note #2, the Defendants, Evan R. Marko and John E. Marko, Jr. executed a Continuing Guaranty Agreement dated July 15, 2011, whereby each individually, jointly and severally,

absolutely and unconditionally guaranteed the payment of Brothers Note #2 to Plaintiff and all extensions and renewals thereof. A true and correct copy of the Continuing Guaranty Agreement is previously attached hereto as Exhibit L.

180. As further consideration for Brothers Note #2, Defendants, John E. Marko, Jr. and Evan R. Marko, agreed to pay all costs of collection, including reasonable attorney's fees.

181. Plaintiff has declared the entire balance of Brothers Note #2 and Continuing Guaranty Agreement due and payable and hereby demands payment of the same, but Defendants have refused to pay, and therefore are in default under the terms of the Continuing Guaranty Agreement.

182. There is due and unpaid on Brothers Note #2 and Continuing Guaranty Agreement, as of April 8, 2013, the principal sum of Four Million Seven Hundred Eighty-Five Thousand Six Hundred Twenty and 00/100 (\$4,785,620.00) Dollars, plus interest in the amount of Six Hundred Ten Thousand Four Hundred Sixty and 33/100 (\$610,460.33) Dollars and late fees in the amount of Three Thousand Six Hundred Seventy-Six and 50/100 (\$3,676.50) Dollars. Demand has been made upon Defendants Evan R. Marko and John E. Marko, Jr. to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Five Million Three Hundred Ninety-Nine Thousand Seven Hundred Fifty-Six and 83/100 (\$5,399,756.83) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to Brothers Note #2.

183. Plaintiff hereby expressly seeks a judgment against the Defendants Evan R. Marko and John E. Marko, Jr. pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Note and Continuing Guaranty Agreement in the amount of Five Million Three Hundred Ninety-Nine Thousand Seven Hundred Fifty-Six and 83/100 (\$5,399,756.83) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action. The judgment entered against Defendant shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Cottages Real Property, ROA Real Property and Royal Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendant after crediting the bid.

FOR A SEVENTEENTH CAUSE OF ACTION
(Foreclosure of Property and Judgment as to the Borrower – Dorchester Note)

184. Each and every allegation in the above-numbered paragraphs is repeated and incorporated herein as if stated verbatim.

185. On or about November 18, 2005, Evelyn D. Rice for value received, executed and delivered to RBC Centura Bank a commercial promissory note in the principal sum of Two Million, Three Hundred Fifty Thousand and no/100 (\$2,350,000.00) Dollars, with interest thereon, the terms of which note are more fully explained by reference thereto (the "Dorchester Note"). A copy of said Dorchester Note is attached hereto as **Exhibit AAA** and incorporated herein by reference.

186. The Dorchester Note is secured by that certain Mortgage, Assignment of Rents and Security Agreement, executed by Evelyn D. Rice, dated November 18, 2005, and recorded in the Office of the RMC for Dorchester County on

November 23, 2005, in Mortgage Book 5046 at Page 49 and Assignment of Leases, Rents and Profits dated July 15, 2011, and recorded in the Office of the ROD for Dorchester County on July 29, 2011 in Book 7961 at Page 1.

187. On or about August 30, 2006, the Evelyn D. Rice executed an Assignment and Assumption Agreement, recorded in the RMC Office for Charleston County on January 26, 2007 in Book 5822 at Page 233, in which GW Dorchester, LLC assumed the Dorchester Note and all subsequent modifications. The terms of the Assignment and Assumption Agreement are more fully explained by reference thereto. A copy of said Assignment and Assumption Agreement is attached hereto as Exhibit BBB and incorporated herein by reference.

188. The Dorchester Note was thereafter amended by the parties pursuant to that Amended and Restated Promissory Note dated July 15, 2011 in the amount of Two Million Three Hundred Twenty-Seven Thousand Five Hundred and 00/100 (\$2,327,500.00) Dollars ("Dorchester Amended Note"). Dorchester Amended Note added the following mortgages as security for the Dorchester Note:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County.
- b) Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County.
- c) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the RMC for Florence County.
- d) Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County.

- e) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Florence County.

A true and correct copy of the Dorchester Amended Note is attached hereto as Exhibit CCC and incorporated herein by reference. The Dorchester Note and Dorchester Amended Note are collectively referred to as the "Dorchester Note."

189. The Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the First Cause of Action. The Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the Ninth Cause of Action. The Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County, is to be foreclosed herein as set forth in the Eleventh Cause of Action. The other mortgages securing the Dorchester Note are the subject of related foreclosure actions filed contemporaneously herewith in Dorchester and Florence Counties.

190. The Defendant GW Dorchester, LLC has defaulted in the payment of the Dorchester Note given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due under said documents, and all interest due thereon. Said Dorchester Note is therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

191. There is due and unpaid on the Dorchester Note as of April 8, 2013, the principal sum of Two Million One Hundred Eighty-Five Thousand Five Hundred Forty and 00/100 (\$2,185,540.00) Dollars, plus interest in the amount of Two Hundred Ninety-One Thousand Six Hundred Seventy-Eight and 86/100 (\$291,678.86) Dollars and late fees in the amount of Two Thousand Eight and 76/100 (\$2,008.76) Dollars. Demand has been made upon the Defendant GW Dorchester, LLC to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Two Million Four Hundred Seventy-Nine Thousand Two Hundred Twenty-Seven and 62/100 (\$2,479,227.62) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Dorchester Note.

192. Plaintiff hereby expressly seeks a judgment against the Defendant GW Dorchester, LLC pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Dorchester Note in the amount of Two Million Four Hundred Seventy-Nine Thousand Two Hundred Twenty-Seven and 62/100 (\$2,479,227.62) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Dorchester Note.

193. The Plaintiff also hereby expressly seeks the foreclosure and sale of the Cottages Real Property, ROA Real Property and Royal Real Property pursuant to S.C. Code Ann. § 29-3-650. The judgment entered against the parties shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of Cottages Real Property, ROA Real Property and Royal Real Property, as provided in the statute.

Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

FOR AN EIGHTEENTH CAUSE OF ACTION
(Judgment on Guaranty – Continuing Guaranty Agreement)

194. Each and every allegation in the above-numbered paragraphs is repeated herein as if stated verbatim.

195. In consideration of the above referenced Dorchester Note, the Defendant, Deborah Rice-Marko, executed an Unconditional Guaranty Agreement dated July 27, 2009, whereby she individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the Dorchester Note to Plaintiff and all extensions and renewals thereof. A true and correct copy of the Unconditional Guaranty Agreement is attached hereto as Exhibit DDD and is incorporated herein by reference.

196. In consideration of the above referenced Dorchester Note, the Defendants, Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr. executed a Continuing Guaranty Agreement dated July 15, 2011, whereby each individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the Dorchester Note to Plaintiff and all extensions and renewals thereof. A true and correct copy of the Unconditional Guaranty Agreement is previously attached hereto as Exhibit L.

197. As further consideration for the Dorchester Note, Defendants Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr. agreed to pay all costs of collection, including reasonable attorney's fees.

198. Plaintiff has declared the entire balance of the Dorchester Note and Unconditional Guaranty Agreement due and payable and hereby demands payment of the same, but Defendants Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr. have refused to pay, and therefore is in default under the terms of the Unconditional Guaranty Agreement.

199. There is due and unpaid on the Dorchester Note and Unconditional Guaranty Agreement, as of April 8, 2013, the principal sum of Two Million One Hundred Eighty-Five Thousand Five Hundred Forty and 00/100 (\$2,185,540.00) Dollars, plus interest in the amount of Two Hundred Ninety-One Thousand Six Hundred Seventy-Eight and 86/100 (\$291,678.86) Dollars and late fees in the amount of Two Thousand Eight and 76/100 (\$2,008.76) Dollars. Demand has been made upon Defendants Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr. to pay said amounts but said Defendants have refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Two Million Four Hundred Seventy-Nine Thousand Two Hundred Twenty-Seven and 62/100 (\$2,479,227.62) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Dorchester Note.

200. Plaintiff hereby expressly seeks a judgment against the Defendants, Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr., pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Dorchester Note and Unconditional Guaranty Agreement in the amount of Two Million Four Hundred Seventy-Nine Thousand Two Hundred Twenty-Seven and 62/100 (\$2,479,227.62)

Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action. The judgment entered against Defendants shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Cottages Real Property, ROA Real Property and Royal Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendants after crediting the bid.

FOR A NINETEENTH CAUSE OF ACTION
(Receiver)

201. Each of the allegations in the above numbered paragraphs are repeated and incorporated herein as if stated verbatim.

202. By virtue of the default, Plaintiff seeks the appointment of a receiver to protect and preserve the Cottages Real Property, ROA Real Property and Royal Real Property and to do all acts necessary or required in connection with the administration and management of the Cottages Real Property, ROA Real Property and Royal Real Property, including but not limited to the processing and administering of proceeds as to the Cottages Real Property, ROA Real Property and Royal Real Property.

WHEREFORE, the Plaintiff prays as follows:

1. A Receiver be appointed for the Cottages Real Property, ROA Real Property and Royal Real Property.

2. That the amount due Plaintiff on the above-referred to the DRM Line of Credit Note, Dorchester Note, Clarksville Note, Cottages Note, ROA Note #1, ROA Note #2, Royal Note, Brothers Note #1, Brothers Note #2, Cottages Mortgage, ROA

Mortgage and Royal Mortgage and Continuing Guaranty Agreement to be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action.

3. That Plaintiff recover judgment against the Defendants in the amount found to be due, together with attorney's fees and the costs of this action.

4. That the Court ascertain which lien or liens, if any, are prior to that of Plaintiff.

5. That Plaintiff's Cottages Mortgage, ROA Mortgage and Royal Mortgage be declared to be a valid lien against the above referred to Cottages Real Property, ROA Real Property and Royal Real Property with the appropriate priority, and that the Plaintiff have judgment of foreclosure against the Defendants subject to the liens of any mortgages found to be prior to the Cottages Mortgage, ROA Mortgage and Royal Mortgage held by Plaintiff, for the amount found to be due, together with attorney's fees and costs of this action.

6. That Plaintiff's Cottages Mortgage, ROA Mortgage and Royal Mortgage upon the above referred to Cottages Real Property, ROA Mortgage, Royal Mortgage be foreclosed, subject to the lien of any mortgages found to be superior to that of Plaintiff, the equity of redemption barred, and the Cottages Real Property, ROA Real Property and Royal Real Property be sold under the direction of this Court.

7. That the proceeds of the sale be applied as follows:

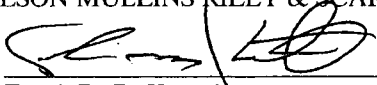
- a. to the costs, disbursements, and expenses of this action, including a reasonable attorney's fee for the plaintiff's attorney;
- b. to the amount due Plaintiff; and

c. the surplus, if any, be held subject to the further order of this Court.

8. That the Plaintiff be granted judgment against the Defendants for the full amount due under the DRM Line of Credit Note, Dorchester Note, Clarksville Note, Cottages Note, ROA Note #1, ROA Note #2, Royal Note, Brothers Note #1, Brothers Note #2, Cottages Mortgage, ROA Mortgage, and Royal Mortgage and Continuing Guaranty Agreement at the hearing on the matter, with subsequent credit to be entered against said judgment after the foreclosure sale of the Cottages Real Property, ROA Real Property and Royal Real Property pursuant to S.C. Code Ann. § 29-3-350.

9. For such other and further relief as the Court may deem just and proper.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Frank B. B. Knowlton

E-Mail: frank.knowlton@nelsonmullins.com

SC Bar No. 003588

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

April 30, 2013

STATE OF PENNSYLVANIA)
)
COUNTY OF NORTHAMPTON)

VERIFICATION

RE: Charleston County Real Property

PERSONALLY appeared before me the undersigned, who, being first duly sworn, deposes and says: That she/he is the authorized representative for PNC Bank, N.A., successor to RBC Bank (USA), and as such is authorized to verify the foregoing Complaint and the matters and things therein stated are accurate based on his review of the books and records maintained by the Plaintiff in the ordinary course of business, except those matter and things therein stated on information and belief, and those she/he believes to be true.

PNC Bank, N.A., successor to RBC Bank
(USA)

By: *Stephen W. Wyrick, Jr.*

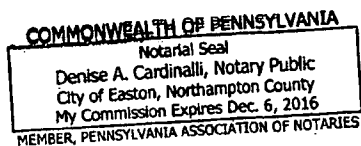
Print Name: STEPHEN WYRICK, JR.

Its: Senior Vice President

SWORN to and subscribed before me

this 15th day of APRIL, 2013

Denise A. Cardinalli (L.S.)
Notary Public for Pennsylvania
My Commission Expires: 12/06/2016



-#4834-4488-2707 v.1 - 17104/01517-

NN

Customer No. _____
Loan No. _____

RBC Centura

Commercial Promissory Note (SD - F&V)

\$2,500,000.00

Charleston, South Carolina
March 22, 2007

Master Note

FOR VALUE RECEIVED, the undersigned LIBERTY COTTAGES, LLC (whether one or more, "Borrower") promises to pay to RBC CENTURA BANK ("Bank"), or order, the sum of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), or so much thereof as shall have been disbursed from time to time and remains unpaid, together with interest at the rate and payable in the manner hereinafter stated. Principal and interest shall be payable at any banking office of Bank in the city or town indicated above, or such other place as the holder of this Note may designate.

Article I. Interest Rate.

Section 1.1. Rate of Accrual. Interest will accrue on the unpaid principal balance at the rate set forth in Section 1.2.1. until maturity of this Note, whether such maturity occurs by acceleration or on the Maturity Date; and, at Bank's option, interest at the foregoing rate will accrue on any unpaid interest before such maturity. Interest will accrue on any unpaid balance owing under this Note, whether principal, interest, fees, premiums, charges or costs and expenses, after maturity at the rate set forth in Section 1.2.2. All accrual rates of interest under this Note will be contract rates of interest, whether a pre-default rate or a default rate, and references to contract rates in any loan documents executed and delivered by Borrower or others to Bank in connection with this Note shall be to such contract rates.

Section 1.2. Interest Rates.

1.2.1. Pre-Default Rate. Subject to the provisions of Section 1.2.2. below, interest payable on this Note per annum will accrue at 2.00% plus the LIBOR Base Rate. The "LIBOR Base Rate" is the London Interbank Offer Rate for United States Dollars for a term of one month which appears on Telerate Page 3750, Bloomberg Professional Screen BBAM (or any generally recognized successor method or means of publication) as of 11:00 a.m., London time, two (2) London business days prior to the day on which the rate will become effective. The rate for the first month or part thereof will initially become effective on the date of the Note as shown on the face hereof. Thereafter, the rate will change and a new rate will become effective on the first calendar day of each succeeding month. If for any reason the London Interbank Offer Rate is not available, then the "LIBOR Base Rate" shall mean the rate per annum which banks charge each other in a market comparable to England's Eurodollar market on short-term money in U.S. Dollars for an amount substantially equivalent to the principal amount due under this Note as determined at 11:00 A.M., London time, two (2) London business days prior to the day on which the rate will become effective, as determined in the Bank's sole discretion. Bank's determination of such interest rate shall be conclusive, absent manifest error.

1.2.2. Default Rate. Upon the nonpayment of any payment of interest described herein, Bank, at its option and without accelerating this Note, may accrue interest on such unpaid interest at a rate per annum ("Default Rate") equal to the lesser of the maximum contract rate of interest that may be charged to and collected from Borrower on the loan evidenced by this Note under applicable law or five percent (5.0%) plus the pre-default interest rate otherwise applicable hereunder, as set forth in Section 1.2.1. After maturity of this Note, whether by acceleration or otherwise, interest will accrue on the unpaid principal of this Note, any accrued but unpaid interest and all fees, premiums, charges and costs and expenses owing hereunder at the Default Rate until this Note is paid in full, whether this Note

is paid in full pre-judgment or post-judgment.

1.2.3. Calculation of Interest. All interest payable under this Note shall accrue daily on the basis of the actual number of days elapsed and a year of three hundred sixty-five (360365) days. In computing the number of days during which interest accrues, the day on which funds are initially advanced shall be included regardless of the time of day such advance is made, and the day on which funds are repaid shall be included unless repayment is credited prior to close of business. Payments in federal funds, immediately available in the place designated for payment, received by Bank prior to 2:00 p.m. local time at said place of payment, shall be credited as if received prior to close of business on the day the funds are immediately available; while other payments, at the option of Bank, may not be credited until such payments are immediately available to Bank, in federal funds, in the place designated for payment, prior to 2:00 p.m. local time at said place of payment on a day on which Bank is open for business.

1.2.4. Variable Rate; Calculation of Interest.

1.2.4.1. Variable Rate. This is a variable rate note. Any change in the rate of interest payable under this Note will equal the change in the variable rate index to which such rate is tied, but the rate at which interest accrues under this Note shall never exceed the maximum contract rate which may be charged to and collected from Borrower on the loan evidenced by this Note under applicable law. Bank shall have no obligation to notify Borrower of adjustments in the rate of interest payable under this Note. Adjustments to the rate of interest will be effective on the first day of the calendar month next following any change in the variable rate index, with the rate being adjusted to reflect the most recent change in the variable rate index.

1.2.4.2. Calculation of Interest. All interest payable under this Note shall accrue daily and be calculated on the basis of the actual number of days elapsed and a year of three hundred sixty-five (360365) days. In computing the number of days during which interest accrues, the day on which funds are initially advanced shall be included regardless of the time of day such advance is made, and the day on which funds are repaid shall be included unless repayment is credited prior to close of business. Payments in federal funds, immediately available in the place designated for payment, received by Bank prior to 2:00 p.m. local time at said place of payment, shall be credited as if received prior to close of business on the day the funds are immediately available; while other payments, at the option of Bank, may not be credited until such payments are immediately available to Bank, in federal funds, in the place designated for payment, prior to 2:00 p.m. local time at said place of payment on a day on which Bank is open for business.

Article II. Payment Terms.

Section 2.1. Interest Payment Terms. Payments under this Note include an interest component and a principal component. The principal component is set forth in Section 2.2 below. The interest component shall be paid as follows: interest shall be payable monthly, in arrears, beginning April 15, 2007, and continuing on the same calendar day of each consecutive month thereafter until the Maturity Date, when all accrued but unpaid interest is due and payable in full.

Section 2.2. Principal Payment Terms; Maturity Date. As stated in Section 2.1 above, payments under this Note include an interest component and a principal component. The interest component is set forth in Section 2.1 above. The principal component shall be paid as follows: All principal shall be payable in one single payment on January 15, 2008 (herein referred to as the "Maturity Date").

Section 2.3. Prepayment. This Note may be prepaid in whole, or in part without premium or notice.

Section 2.4. Application of Payments. All payments made on this Note shall be applied first to payment of all late fees, charges, premiums and costs and expenses due but unpaid under this Note, then to accrued but unpaid interest and finally to principal, in the inverse order of the payment dates therefor, unless Bank determines in its sole discretion to apply payments in a different order or applicable law requires a different application of payments. The partial prepayment of this Note, if permitted, shall not result in a payment holiday or any other deferral of any

regularly scheduled payments under this Note, all of which shall be made as and when the same are scheduled to be paid.

Article III. Loan Agreement and Security.

Section 3.1. Loan Agreement. The loan evidenced by this Note was made pursuant to a commitment letter ("Commitment Letter") from Bank to Borrower dated February 26, 2007. Borrower and Bank have entered into a loan agreement dated of even date herewith ("Loan Agreement"). Borrower shall perform and abide by, as and when so required, each and all of the covenants, terms and conditions imposed upon or applicable to Borrower in the Commitment Letter and all security documents and other agreements referenced in the Commitment Letter, as well as the Loan Agreement and all security documents and other agreements referenced in the Loan Agreement.

Section 3.2. Security Documents. This Note is secured by (1) the security documents and other supporting obligations identified in the Commitment Letter and by those identified in the Loan Agreement, (2) the security documents and other supporting obligations which reference that they secure this Note, (3) any security documents and other supporting obligations which reference that they secure all indebtedness or other obligations owing from time to time by Borrower to Bank, and (4) any security documents and other supporting obligations which reference that they secure all indebtedness owing from time to time from Borrower to Bank other than consumer credit as defined under the Federal Reserve Board's Regulation Z (Truth-in-Lending) (12 CFR 226 et seq.) ("security documents").

Article IV. Default and Acceleration.

Section 4.1. Late Charges and Expenses. Borrower agrees to pay, upon demand by Bank or if demand is not sooner made, on maturity of this Note; whether such maturity occurs by acceleration or on the Maturity Date, for each payment past due for fifteen (15) or more calendar days, a late charge in an amount equal to the lesser of (1) four percent (4%) of the amount of the payment past due or (2) the maximum percentage of the payment past due permitted by applicable law, or the maximum amount if not expressed as a percentage. If this Note is not paid in full whenever it becomes due and payable, Borrower agrees to pay all costs and expenses of collection, including reasonable attorneys' fees. The Borrower hereby stipulates that reasonable attorneys' fees shall be fifteen percent (15%) of the outstanding balance (principal, interest, fees, premiums, charges and costs and expenses) owing under this Note after default and, if applicable law prohibits payment of attorneys' fees when collection is through an attorney who is a salaried employee of Bank, referral to an attorney not a salaried employee of the Bank.

Section 4.2. Default. Any one or more of the following shall constitute an event of default ("Event of Default") under this Note: (1) the failure of Borrower to make when due any payment described herein, whether of principal, interest or otherwise; (2) the failure of Borrower to perform any of the other terms and conditions of this Note or any of the terms and conditions of the Loan Agreement (if any) or the other security documents executed and delivered by Borrower to Bank, or to another person for Bank's benefit, as and when the same are required to be so performed, or the occurrence of some other default by Borrower under this Note, the Loan Agreement (if any) or any of the other security documents; (3) the failure of any other person obligated for the payment of this Note, either directly or indirectly, or obligated under the Loan Agreement or any of the other security documents to perform any of the terms and conditions imposed upon such other person by any of said agreements or documents, as and when the same are required to be so performed, or the occurrence of some other default by such other person under any of said agreements or security documents; (4) the application for the appointment of a receiver for Borrower or the filing of a petition under any provisions of the United States Bankruptcy Code or other state or federal insolvency proceeding by or against Borrower or any assignment for the benefit of creditors by or against Borrower; (5) if Borrower is an individual, Borrower's death, physical disability or mental incompetency, and if Borrower is not an individual, the dissolution, termination of existence, merger or change in control of or in Borrower; (6) the failure of Borrower to furnish from time to time, at Bank's request, financial information with respect to Borrower; (7) the occurrence, in Bank's opinion, of a material adverse change in Borrower's business or financial condition, or if, in Bank's opinion, there is an impairment of the prospect of repayment of any portion of this Note or an impairment of the value or priority of Bank's security interests in any collateral securing repayment of this Note; (8) the failure of Borrower to perform or other default by Borrower under any other now existing or hereafter arising monetary or

non-monetary obligation due, owing or otherwise required to be performed or observed by Borrower to or in favor of Bank, or if Borrower is not an individual, default by any subsidiary of Borrower under any indebtedness or other obligation now or hereafter owing by any such subsidiary to Bank; (9) any past, present or future representation or warranty made by Borrower to Bank under this Note or in connection with the loan evidenced by this Note proves to be false in any material respect; or (10) the termination of any guaranty agreement or other supporting obligation (inclusive of letters of credit) which applies to this Note or any other security document which applies to this Note.

Section 4.3. Acceleration. Upon the occurrence of 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 under this Note, (1) the entire unpaid principal balance of this Note, together with all other amounts owing and all other amounts to be owing under this Note, shall, at the option of Bank, become immediately due and payable, without notice or demand, and (2) the Bank may, both before and after acceleration, exercise any of and all of its other rights and remedies under this Note and the other loan documents, as well as any additional rights and remedies it may have at law and it may have in equity, to recover full payment of the balance (principal, interest, fees, premiums, charges and costs and expenses) owing under this Note. The failure by Bank to exercise any of its options shall not constitute a waiver of the right to exercise same in the event of any subsequent default.

Article V. Miscellaneous.

Section 5.1. Use and Application of Terms. To the end of achieving the full realization by Bank of its rights and remedies under this Note, including payment in full of the loan evidenced hereby, in using and applying the various terms, provisions and conditions in this Note, the following shall apply: (1) 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; (2) 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 legal entities, including public and quasi-public bodies, as well as individuals; (3) the term "Note" refers to this Commercial Promissory Note, the term "loan document" refers to this Note, the Commitment Letter, the Loan Agreement (if any) and any security documents and other documents and agreements executed and delivered to Bank or others on Bank's behalf in connection with this Note, and the term "Borrower" refers to all signatories of this Note collectively and severally, as the context of this Note requires, and all signatories of this Note shall be and the same are jointly and severally liable hereunder; (4) 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; (5) 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 Borrower, or by one or more subsidiaries of Borrower, or Borrower and one or more subsidiaries of Borrower, or (ii) otherwise controlled by or within the control of Borrower or any subsidiary; (6) the Commitment Letter and the other loan documents shall be applied and construed in harmony with each other to the end that Bank is ensured repayment of the loan evidenced by this Note in accordance with the terms of this Note and such other loan documents, and this Note and the other loan documents shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Note or any of the other loan documents; (7) 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 and 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, appropriate adjustments shall be made by Bank and to the extent paid, the excess shall be returned to the person making such a payment; and (8) wherever possible each provision of this Note shall be interpreted and applied in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under such law, or the application thereof 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 Note, or the application thereof shall be in a manner and to an extent permissible under applicable law.

Section 5.2. Documentary and Intangibles Taxes. To the extent not prohibited by law and notwithstanding who is liable for payment of the taxes and fees, Borrower shall pay, on Bank's demand, all intangible taxes, documentary stamp taxes, excise taxes and other similar taxes assessed, charged or required to be paid in connection with the loan

evidenced by this Note, or any extension, renewal or modification of such loan, or assessed, charged or required to be paid in connection with any of the loan documents.

Section 5.3. Maintenance of Records by Bank. Bank is authorized to maintain, store and otherwise retain the loan documents in their original, inscribed tangible forms or records thereof in an electronic medium or other non-tangible medium which permits such records to be retrieved in perceivable forms.

Section 5.4. Right of Set-off; Recoupment. Upon the occurrence of 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 under this Note, Bank is authorized and empowered to apply to the payment hereof, any and all money deposited in Bank in the name of or to the credit of Borrower, without advance notice, and is authorized to offset any obligation of Bank to Borrower to the payment hereof and is authorized to exercise its rights of recoupment relative to Borrower.

Section 5.5. Waiver. Borrower waives presentment, demand, protest and notice of dishonor, waives any rights which it may have to require Bank to proceed against any other person or property, agrees that without notice to any person and without affecting any person's liability under this Note, Bank, at any time or times, may grant extensions of the time for payment or other indulgences to any person or permit the renewal, amendment or modification of this Note or any other agreement executed and delivered by any person in connection with this Note, or permit the substitution, exchange or release of any security for this Note and may add or release any person primarily or secondarily liable, and agrees that Bank may apply all moneys made available to it from any part of the proceeds from the disposition of any security for this Note either to this Note or to any other obligation of Borrower to Bank, as Bank may elect from time to time. No act or inaction of Bank under this Note 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.

Section 5.6. Jury and Jurisdiction. This Note shall be deemed to have been executed and delivered in South Carolina 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 the State of South Carolina, excluding, however, the conflict of law and choice of law provisions thereof. Borrower, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Note.

Section 5.7. Successors and Assigns. This Note shall apply to and bind Borrower's and Bank's heirs, personal representatives, successors and assigns. All references in this Note to Bank shall include the holder hereof and this Note shall inure to the benefit of any holder, its successors and assigns; and, Borrower waives and will not assert against any transferee or assignee of this Note any claims, defenses, set-offs or rights of recoupment which Borrower could assert against Bank, except defenses which Borrower cannot waive. Borrower acknowledges that Customer Numbers and Loan Numbers may be added to this Note after execution and delivery of this Note by Borrower and if there is a section denoted "BANK USE ONLY", the information under such section may also be completed by Bank after execution and delivery of this Note. In addition, in the event the date of this Note is omitted, Borrower consents to Bank inserting the date.

Section 5.8. Master Note. If this Note is designated herein as a MASTER NOTE or is denoted on Bank's records as a MASTER NOTE, then this Note evidences a line of credit and Borrower shall be liable for only so much of the principal amount as shall be equal to the total of the amounts advanced to or for Borrower by Bank from time to time, less all payments made by or for Borrower and applied by Bank to principal, and for interest on each such advance, fees, premiums, charges and costs and expenses incurred or due hereunder, all as shown on Bank's books and records which shall be conclusive evidence of the amount owed by Borrower under this Note, absent a clear and convincing showing of bad faith or manifest error. If this is a MASTER NOTE, upon the occurrence of 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 under this Note in addition to its other rights and remedies, Bank may terminate or suspend Borrower's right to receive any future or additional advances under this Note and the other loan documents.

Section 5.9. Anti-Money Laundering and Anti-Terrorism. Borrower represents, warrants and covenants to Bank as follows: (1) Borrower (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) Borrower 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) Borrower has not and shall not use all or any part of the proceeds, advances or other amounts or sums evidenced by this Note, 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.

The undersigned has executed this Note as of the day and year first above stated.

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.

BORROWER:

LIBERTY COTTAGES, LLC

By: Deborah Rice Marko

Print Name: Deborah Rice-Marko

Title: Member

Witness:

Susan H. Davis

Print Name: Susan H. Davis

ATTACHMENT TO PROMISSORY NOTE

This Attachment to the Commercial Promissory Note (the "Promissory Note"), executed on the date hereof, is entered into between RBC Centura Bank and Liberty Cottages, LLC. This Addendum amends and supplements the Promissory Note. In the event of any conflict between the terms of the Promissory Note and this Addendum, the terms of this Addendum shall control.

Section 1. Cure Periods. Notwithstanding any provision in the Promissory Note to the contrary:

(a) **Payment Defaults.** The Bank shall not exercise any remedy resulting from the occurrence of an Event of Default described in Section 4.2(1) of the Note consisting solely of the failure of Borrower to make when due any payment described in the Note, whether of principal, interest or otherwise, unless the Bank shall have first given the Borrower notice of such failure, and such failure shall have continued unremedied thereafter for ten (10) business days; provided, however, that if the Bank shall have previously given notice of such failure any one or more times, then any additional such failure by the Borrower which continues unremedied for a period of ten (10) days shall constitute an Event of Default without any requirement of notice;

(b) **Other Defaults.** The Bank shall not exercise any remedy resulting from the occurrence of an Event of Default described in any of Subsections 4.2(2), 4.2(3), and 4.2(6), unless the failure giving rise to such Event of Default continues unremedied for a period of thirty (30) days after written notice thereof is given by Bank to the Borrower; provided, however, that if such failure is not a failure to pay an obligation, covenant or agreement for the payment of money and is susceptible of being cured by the Borrower, but not reasonably within thirty (30) business days, no Event of Default shall be deemed to have occurred so long as the Borrower commences cure within such thirty (30) business days and diligently pursues such cure to completion and such cure is completed within ninety (90) business days;

(c) **Default on Death of the Borrower.** The Bank shall not exercise any remedy resulting from the occurrence of an Event of Default described in Section 4.2(5) of the Note consisting solely of death of the Borrower so long as (i) the terms of the Note are being satisfied and no other Event of Default has occurred, (ii) within 90 days after the Borrower's death, other family member(s) having a financial condition, credit history, and liquidity satisfactory to Bank in its sole discretion, including all heirs or devisees to whom title to the property securing repayment of the Note will pass, sign new loan documents assuming the obligations of the Borrower. Until the obligation to repay the note is assumed by a successor to the Borrower satisfactory to Bank in its sole discretion as set forth above, then at Bank's option no additional advances need be made by Bank under the Note. Notwithstanding the death of the Borrower, all payments required to be made shall be made under the Note as and when due.

(d) **Material Adverse Change; Insecurity.** Subsection 4.2(7) of the Note is hereby deleted in its entirety and the following Subsection 4.2(7) is substituted in its stead: "if, in Bank's opinion, there is an impairment of the priority of Bank's security interests in any collateral securing repayment of this Note;"

(e) **Other Obligations.** Subsection 4.2(8) of the Note is hereby deleted in its entirety.

Section 2. Setoff; Recoupment. Section 5.4 of the Note is hereby deleted in its entirety.

Section 3. Full Force and Effect. Except as expressly amended herein, the Promissory Note shall remain in full force and effect.

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

RBC CENTURA BANK

By: Michael E. Baker
Michael E. Baker
Title: Banking Officer

Witness:

Alyson C. Campbell
Print Name: Alyson C. Campbell

LIBERTY COTTAGES, LLC

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

Witness:

Susan H. Davis
Print Name: Susan H. Davis

8212
BK L 654PG631

Space Above Line for Processing Data

Return To:

Prepared By:
Mark S. Sharpe
Post Office Box 1254
Charleston, South Carolina 29402

State of South Carolina

County of Charleston

RBC Centura

Mortgage, Assignment of Rents and
Security Agreement
(Future Advance; Non-Consumer)

This record, in addition to covering other property is filed as a fixture filing and covers goods that are or are to become fixtures. The real property to which the foregoing is related is described hereinbelow. The "Secured Party" is the Bank identified below and the "Debtor" is the Mortgagor identified below. The record owner is the Mortgagor. This document serves as a fixture filing under the South Carolina Uniform Commercial Code (S.C. Code §36-9-502).

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT ("Mortgage"), entered into as of the effective date as stated in the **Mortgage Supplement & Information Schedule** ("Information Schedule") attached to this Mortgage, by **LIBERTY COTTAGES LAND, LLC**, a South Carolina limited liability company (whether one or more, "Mortgagor") with a mailing address of 32 South Battery, Charleston, South Carolina 29401, to **RBC CENTURA BANK**, a North Carolina banking corporation ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220, which address is the place to which all notices and communications should be sent to Bank regarding this Mortgage.

A. Mortgagor desires to secure (1) the payment of the Obligations (as defined in the **Information Schedule**), with interest thereon, and all extensions, renewals, modifications, amendments, substitutions and replacements thereof and therefor, in whole or in part, (2) the payment of all other sums, with interest thereon, advanced in accordance with the Obligations or herewith to protect the security of this Mortgage, or advanced to protect the rights of Bank hereunder or under the Obligations, (3) the performance of the covenants and agreements contained herein and (4) the performance of the covenants and agreements contained in the Obligations and those in all documents

evidencing, securing or relating to the Obligations, by a conveyance of Mortgagor's interest in the lands and improvements and a grant of the security interests hereinafter described.

B. The maximum principal amount of the Obligations, including present and future advances and obligations, that may be secured by this Mortgage at any one time is an amount up to Ten Million and No/100 Dollars (\$10,000,000.00). The current principal amount of the Obligations outstanding which are secured by this Mortgage as of the date hereof (including any amounts which have been advanced prior to the date hereof) is Two Million Nine Hundred Ninety-Five Thousand Seven Hundred Seventy-One and 66/100 Dollars (\$2,995,771.66).

C. The period within which any and all future advances and obligations may be incurred under the Obligations is set forth in the Obligations, but in no event shall such period exceed fifteen (15) years from the effective date of this Mortgage. No written instrument or notation shall be required to evidence or secure any future advances and obligations hereunder.

D. Subject to the terms of the Obligations, the maximum amount available under the Obligations may be borrowed and repaid or reduced by partial payment and from time to time reborrowed and repaid (i.e., decrease or increase from time to time), provided the unpaid balance of the principal outstanding under the Obligations shall never exceed the maximum principal amount, including present and future advances and obligations, stated above. Nothing contained herein shall obligate Bank to make any advances to or extend credit to or for the benefit of any person obligated on the Obligations, and any such advances and extensions shall be under the terms and conditions contained in the Obligations or otherwise in the discretion of Bank.

E. The Obligations, including those presently in existence and those which may in the future come into existence, shall be evidenced by one or more instruments (to include promissory notes), chattel paper, general intangibles (to include payment intangibles), accounts, letters of credit, supporting obligations (to include guarantees), commitment letters, loan agreements, credit agreements, agreements relating to derivatives transactions (e.g. interest rate swaps, caps, floors or collar transactions, or other similar transactions made pursuant to an International Swap Dealers Association, Inc. Master Agreement or similar agreement) and other evidences of an indebtedness or other obligation owing to Bank by the person identified on the **Information Schedule** under the heading "Obligations" as the obligor or other person obligated on the Obligations, such evidences of indebtedness or other obligation and all extensions, renewals, modifications, amendments, substitutions and replacements thereof and therefor to be in a written or tangible medium, an electronic medium or in some other medium which is retrievable in a perceivable form, the terms and conditions (including the maturity dates of the Obligations) of which are incorporated herein by reference, and which Obligations may contain provisions for the adjustment of the interest rate or rates, adjustments in payments, extension or renewal of the term or terms, among other things.

NOW, THEREFORE, in consideration of the premises and for the purpose of securing the Obligations and the other indebtedness and obligations as aforesaid, and in further consideration of the sum of Ten Dollars (\$10) paid to Mortgagor by Bank, receipt of which is hereby acknowledged, Mortgagor has given, granted, bargained, sold, conveyed and mortgaged, and by these presents does give, grant, bargain, sell, convey and mortgage to Bank, its successors and assigns, upon the representations, warranties, covenants, terms and conditions set forth in this Mortgage, all of Mortgagor's right, title and interest in and to (1) the parcels of land described on **Exhibit A**, (2) the rights and benefits appurtenant to said parcels of land and (3) the buildings and other improvements (to include manufactured homes) now located thereon and thereunder and those which in the future may be or may come to be located thereon and thereunder (collectively, the "Property"), together with all equipment, fixtures, standing timber (to include timber to be cut, but this inclusion does not permit cutting of timber unless Bank agrees to such cutting in advance thereof), crops grown, growing and to be grown on the Property (to include crops that are produced on trees, vines and bushes, and aquatic goods) and other farm products (to include livestock – born and unborn, supplies and products of crops and livestock), oil, gas and other minerals and as-extracted collateral (but inclusion of as-extracted collateral does not permit extraction unless Bank agrees to such extraction in advance thereof) owned by Mortgagor and that in which the Mortgagor has any rights and interests, both now existing and located in, on, over and under the Property and that which may be hereafter acquired and located as aforesaid, whether used in connection with the ownership, possession, operation and maintenance of the Property, or otherwise (collectively, the "Collateral" and the Collateral includes any and all of the proceeds and products thereof, including insurance and

condemnation proceeds, accessions and additions thereto, and replacements and substitutions therefor). AND, IF THIS MORTGAGE SECURES A LEASEHOLD INTEREST, Mortgagor expressly agrees that if Mortgagor shall, at any time prior to payment in full of the Obligations and other indebtedness and obligations secured hereby, acquire fee simple title or any other greater estate to the premises described in whole or in part in this Mortgage and subject to such leasehold interest, the lien of this Mortgage shall attach to, extend to, cover and be a lien upon such fee simple title or such greater estate.

TO HAVE AND TO HOLD the Property and Collateral, with all the rights, privileges and appurtenances thereunto belonging or appertaining, to Bank, its successors and assigns, forever.

Mortgagor covenants with Bank that it is seized of the Property in fee, or if Mortgagor's interest in the Property is or includes a leasehold estate, that it holds a valid leasehold estate and interest in the Property, and in either case, that it is seized of the Collateral in fee, and has the right to convey its interest in the Property and Collateral as provided herein; that title is marketable and free and clear of all encumbrances; and that it will warrant and defend the title to the Property and Collateral against the lawful claims of all persons whomsoever, except for the exceptions set forth in the **Information Schedule** under the heading "Permitted Liens", or such other exhibit or schedule, if any, attached to this Mortgage.

Mortgagor represents, warrants, covenants and agrees with Bank as set forth above and in the Sections set forth hereinbelow:

Section 1. Future Advances. All terms and conditions under which future advances may be made, if any, are set forth in the Obligations. Bank shall make, and be obligated to make, future advances only in accordance with the terms and conditions of the Obligations, as the same may be amended or modified, from time to time.

Section 2. Ground Lease Provisions. If Mortgagor's interest in and to the Property is in whole or in part a leasehold interest, the provisions in **Section 2.1** through **Section 2.4** shall apply, in addition to the other terms and conditions hereof.

2.1 Performance of Leasehold Covenants. Mortgagor will: (1) pay the rent reserved by any and all leases under which it holds a leasehold interest in the Property, and through which it holds a leasehold interest in the Property if its leasehold interest is a subleasehold interest (collectively, the "Ground Lease"), as the same becomes due and payable; (2) promptly perform and observe all of the covenants, agreements, obligations and conditions required to be performed or observed by the tenant under the Ground Lease, and do all things necessary to preserve and keep unimpaired its rights thereunder; (3) promptly notify Bank in writing of the exercise of any options to renew, extend or purchase under the Ground Lease, or of the commencement of a proceeding under the federal bankruptcy laws by or against the landlord under the Ground Lease; (4) in case any proceeds of insurance upon the Property or any part thereof are deposited with any person other than Bank pursuant to the requirements of the Ground Lease or the Obligations, promptly notify Bank in writing of the name and address of the person with whom such proceeds have been deposited and the amount so deposited; (5) promptly notify Bank in writing of (i) any default under the Ground Lease by any party thereto, including, without limitation, Mortgagor, (ii) the nature of any default and the steps being taken to cure said default, and (iii) any action taken or threatened to be taken by any party to the Ground Lease on account of the default; and (6) promptly notify Bank in writing of any request made by any party to the Ground Lease to the other party or parties thereto for arbitration or appraisal proceedings pursuant to the Ground Lease, and of the institution of any arbitration or appraisal proceedings, and promptly deliver to Bank a copy of the determination of the arbitrators or appraisers in each such proceeding.

2.2 Surrender of Leasehold Interest. So long as there is any balance due under the Obligations secured hereby, or any other indebtedness or obligations secured hereby, Mortgagor will not surrender nor permit the Ground Lease or any leasehold estate and interest therein to be surrendered, nor terminate or cancel or permit the termination or cancellation of the Ground Lease, and will not, without the prior written consent of Bank, modify, change, supplement, alter or amend the Ground Lease, either orally, in writing or electronically, and as further security for the repayment of the Obligations and other indebtedness and obligations hereby secured and for the performance of the covenants, agreements, obligations and conditions herein or in the Ground Lease contained, Mortgagor hereby

assigns to Bank all of its rights, privileges and prerogatives under the Ground Lease to terminate, cancel, modify, change, supplement, alter and amend the Ground Lease and any such termination, cancellation, modification, change, 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 Jurv. 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.)

BK L 654PG644

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:

LIBERTY COTTAGES LAND, LLC*

Witness:

By:

Deborah Rice-Marko

Print Name: Deborah Rice-Marko

Title: Manager

Print Name:

MARK S. SHARPE

Witness:

Print Name:

Elizabeth B. Dashing

**Acknowledgments to
Mortgage**

SOUTH CAROLINA,

CHARLESTON COUNTY.

I, Elizabeth B. Dashing, Notary Public for South Carolina, do hereby certify that Liberty Cottages Land, LLC, a South Carolina limited liability company, by Deborah Rice-Marko, its Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 25 day of February, 2008.

Elizabeth B. Dashing
Notary Public for South Carolina
My Commission Expires: 7-13-08

BK L 654PG645

**Mortgage Supplement
& Information Schedule**

Subject		Information
Effective Date:		Date: February <u>25</u> , 2008
Mortgagor:	Full Legal Name:	Liberty Cottages Land, LLC
	Street Address:	32 South Battery
	P.O. Box:	P.O. Box 817
	City:	Charleston
	State:	South Carolina
	Zip Code:	29401 (Street) 29402 (P.O. Box)
	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: (1) the commercial note dated March 22, 2007, executed by Liberty Cottages, LLC, in favor of Bank in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), as amended by a Modification Agreement dated of even date herewith, and any and all extensions, renewals, modifications, amendments, substitutions and replacements therefor and thereof, in whole and in part; (2) the commercial note dated June 24, 2005, in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of RBC Centura Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, as amended by a Modification Agreement dated March 22, 2007, and as amended by a Modification Agreement dated of even date herewith, and any and all extensions, renewals, modifications,

		amendments, substitutions and replacements therefor and thereof, in whole and in part; and (3) That commercial note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of RBC Centura Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated of even date herewith among Bank, Deborah Rice-Marko and USS Clarksville, LLC, and as amended pursuant to a Modification Agreement dated March 22, 2007, and as amended by a Modification Agreement dated of even date herewith, 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) <u>Application of Proceeds.</u> 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 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. (S.C. Code Ann. §29-3-680 through 760).</u>

Mortgagor's Acknowledgement:

LIBERTY COTTAGES LAND, LLC

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

Witness:

Elizabeth B. Osburg
 Print Name: Elizabeth B. Osburg

Attachment
To
Mortgage
(Changes to Mortgage)

BK L 654 PG 648

The Mortgage is amended as follows:

1. 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.

2. 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.

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 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.

4. 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.

5. 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);

6. 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.

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 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;

8. 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 representatives, or in any presentation made by Mortgagor or such other person to Bank or its

BK L 654 PG 649

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

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

10. In addition to, and not in limitation of, the Events of Default listed in the Mortgage as in effect prior to the date hereof, each of the following shall constitute an Event of Default under each of the Note and the Mortgage:

The occurrence of an "Event of Default" under and as defined in that certain commercial note dated March 22, 2007, executed by Liberty Cottages, LLC, in favor of Bank in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), as amended by a Modification Agreement dated of even date herewith, or any extensions, renewals, modifications, amendments, substitutions and replacements therefor and thereof, in whole and in part, and the continuation of such Event of Default unremedied beyond an applicable grace period set forth therein;

The occurrence of an "Event of Default" under and as defined in that certain commercial note dated June 24, 2005, in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of RBC Centura Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, as amended by a Modification Agreement dated March 22, 2007, and as amended by a Modification Agreement dated of even date herewith, or any extensions, renewals, modifications, amendments, substitutions and replacements therefor and thereof, in whole and in part, and the continuation of such Event of Default unremedied beyond an applicable grace period set forth therein; and

The occurrence of an "Event of Default" under and as defined in that certain commercial note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of RBC Centura Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated of even date herewith among Bank, Deborah Rice-Marko and USS Clarksville, LLC, and as amended pursuant to a Modification Agreement dated March 22, 2007, and as amended by a Modification Agreement dated of even date herewith, any and all extensions, renewals, modifications, amendments, substitutions and replacements therefor and thereof, in whole and in part, or any extensions, renewals, modifications, amendments, substitutions and replacements therefor and thereof, in whole and in part, and the continuation of such Event of Default unremedied beyond an applicable grace period set forth therein.

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

LIBERTY COTTAGES LAND, LLC

By:

Print Name: Deborah Rice-Marko

Title: Manager

Witness:

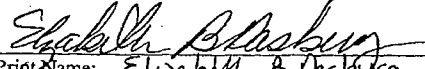

Print Name: Elizabeth B. Daskberg

EXHIBIT 'A'

BK L 654PG650

ALL that certain piece, parcel and tract of land located in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and shown and designated as "TOTAL TMS 594-12-00-471, 19,244 Ac., 838,263 Sq, Ft" on that certain plat prepared by GPA Professional Land Surveyors dated September 27, 2007, entitled "*SHOWING THE SUBDIVISION OF TMS 594-12-00-471 TO CREATE NEW TRACT 1 - PHASE 1, OWNED BY LIBERTY COTTAGES LAND, LLC, LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA*" recorded in Plat Book EL at page 086 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 appear.

THIS BEING a part of the property conveyed to Deborah Rice-Marko by Deed of Lake Norman Pavilion, LLC, dated the 24th day of June 2005 recorded in Book 0544 at page 415 in the RMC Office for Charleston County, South Carolina, and subsequently conveyed to USS Clarksville, LLC, a South Carolina limited liability company, by Deed of Deborah Rice-Marko dated the 30th day of October 2006 recorded in Book C604 at page 235 in the aforesaid RMC Office and further conveyed to Liberty Cottages Land, LLC, a South Carolina limited liability company, by Deed of USS Clarksville, LLC, a South Carolina limited liability company, dated the 10th day of May 2007 recorded in Book G625 at page 307 in the aforesaid RMC Office.

THIS BEING a part of the property conveyed to 1031, LLC, Exchange Accommodation Titleholder for ROA, LLC, by Deed of The Hammocks, LLC, dated the 24th day of June 2005 recorded in Book 0544 at page 320 in the RMC Office for Charleston County, South Carolina, and subsequently conveyed to ROA, LLC, by Deed of 1031, LLC, Exchange Accommodation Titleholder for ROA, LLC, dated the 14th day of November 2005 recorded in Book K566 at page 270 in the aforesaid RMC Office and subsequently conveyed to Liberty Cottages Land, LLC, a South Carolina limited liability company, by Deed of ROA, LLC, a South Carolina limited liability company, dated the 10th day of May 2007 recorded in Book G625 at page 250 in the aforesaid RMC Office.

ALTA Commitment (Long Form)
Schedule A

Valid Only If Schedule B
and Cover Are Attached.

**STEWART TITLE
GUARANTY COMPANY**

BK L 654PG651

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



FILED

March 20, 2008

10:49:01 AM

BK L 654PG631

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Davidson & Bradshaw LLC

125-H Wappoo Creek Dr.
Charleston SC 29412

Number of Pages:

21

DESCRIPTION	AMOUNT
	\$ 26.00
Postage	
TOTAL	\$ 26.00

DRAWER:

3

A - BJA

DO NOT STAMP BELOW THIS LINE

85 N 654PG045

Return To:

Space Above Line for Processing Data

Prepared By:
Mark S. Sharpe
Post Office Box 1254
Charleston, South Carolina 29402

State of South Carolina

County of Charleston

RBC Centura

**ASSIGNMENT OF LEASES, RENTS AND
PROFITS**

THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS ("Assignment", which includes all amendments, modifications, renewals, extensions, replacements and substitutions thereof and therefor), entered into as of February 25, 2008, by **LIBERTY COTTAGES LAND, LLC**, a South Carolina limited liability company (whether one or more, "Assignor"), with a mailing address of 32 South Battery, Charleston, South Carolina 29401, to **RBC CENTURA BANK** ("Assignee"), with a business address of 134 N. Church Street, Rocky Mount, North Carolina 27804 and a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220, which mailing address is the place to which all notices and communications should be sent to Assignee regarding this Assignment.

WITNESSETH:

FOR VALUE RECEIVED, and as additional security for the obligations hereinafter mentioned, the Assignor hereby sells, transfers and assigns unto the Assignee, its successors and assigns, all of Assignor's presently existing right,

RALEIGH 355120 v.2 03/10/05

EXHIBIT

C

title and interest and all of Assignor's right, title and interest which may arise in the future in and to the rents, issues, profits, revenues, royalties, rights and benefits (collectively, the "Rents and Profits") arising from or related to (1) the parcels of land described on Exhibit A, (2) the rights and benefits appurtenant to said parcels of land and (3) the buildings and other improvements (to include manufactured homes) now located thereon and thereunder and those which may be located thereon and thereunder in the future (collectively, the "Property"), together with all equipment, fixtures, standing timber (to include timber to be cut, but this inclusion does not permit cutting of timber unless Assignee agrees to such cutting in advance thereof), crops grown, growing and to be grown on the Property (to include crops that are produced on trees, vines and bushes and aquatic goods) and other farm products (to include livestock - born and unborn, supplies and products of crops and livestock), oil, gas and other minerals and as-extracted collateral (but inclusion of as-extracted collateral does not permit extraction unless Assignee agrees to such extraction in advance thereof), both that now owned by Assignor and on behalf of and for the benefit of Assignor and located in, on and under the Property and otherwise used in connection therewith, and that hereafter acquired and located as aforesaid and used in connection with the ownership, possession, operation and maintenance of the Property (collectively, the "Collateral").

AND, in furtherance of the foregoing assignment, but not in limitation thereof, Assignor does hereby sell, transfer and assign to Assignee, its successors and assigns, all of Assignor's presently existing right, title and interest and all Assignor's right, title and interest which may arise in the future in and to (1) the leases and rental agreements, if any, listed on Exhibit A and all other leases and rental agreements with respect to the Property and with respect to the Collateral now existing or hereafter made, executed and delivered (whether written, electronic or verbal), together with all present and future extensions, renewals, modifications and amendments thereof, and substitutions and replacements therefor (collectively, the "Leases"), (2) all Rents and Profits due and all Rents and Profits which become due under the Leases and (3) all security deposits now held or hereafter acquired and held in connection with any of the foregoing.

THIS ASSIGNMENT is subject to the following terms and conditions:

Section 1. Absolute Assignment Given as Security. This Assignment is absolute and is given as additional security for the payment and performance of the obligations described in and secured by that certain Mortgage, Security Agreement, Fixture Financing Statement and Assignment Of Leases and Rents ("Mortgage") identified on Exhibit A. The amounts collected hereunder shall be applied first to the costs and expenses incurred by Assignee and those incurred on behalf of Assignee under this Assignment in collecting and receiving Rents and Profits, or as otherwise provided herein, and then in reduction of the obligations from time to time outstanding and secured by the Mortgage, in the order provided in the Mortgage. The term of this Assignment shall be until the obligations secured by the Mortgage shall have been fully paid and satisfied and the cancellation of the Mortgage shall constitute a release hereof.

1.1. Management and Collection of Rents and Profits. Until release of this Assignment by Assignee as provided in Section 1 above, but subject to the revocable license granted by Assignee to Assignor as provided in Section 1.2 below, the sole right and authority to collect the Rents and Profits shall be with and shall lie with Assignee and such right, authority and power may be exercised by Assignee and may be exercised by either or both Assignee's designee or a receiver or other official appointed as provided in Section 2.4 below, from time to time and in such manner as Assignee deems necessary or appropriate, in its sole discretion; and, in connection with such right of collection, Assignor hereby directs each and all of the lessees and tenants of the Property and lessees and tenants of the Collateral and any other person obligated to pay Rents and Profits on account of the Property and on account of the Collateral to pay said Rents and Profits (as may now be due and as shall hereafter become due) to the Assignee, its designee or a receiver or other official appointed for such purpose, upon demand for payment thereof by the Assignee or such other person or persons from time to time and at anytime. Without limiting the foregoing, but in furtherance thereof, Assignee shall have the additional rights and powers set forth in Sections 1.1.1 through 1.1.3. below.

1.1.1. Assignee, at any time and from time to time, may give notice in writing of this Assignment to any and all of the lessees and tenants under the Leases and to any other persons in possession of the Property and in possession of the Collateral, and any parts of either and interests in either; and, Assignee, for the purpose of fully

enforcing its rights and powers under this Assignment, may otherwise communicate with such lessees, tenants and other persons regarding this Assignment and Assignee's rights, authority and powers hereunder.

1.1.2. Assignee, at its option and at any time or times, shall have the right to enter and take possession of the Property and possession of the Collateral and to manage and operate the same, to let or re-let the Property, the Collateral and any part of either and interests in either, to cancel and modify the Leases, to grant rent concessions and other inducements, to evict lessees, tenants and other persons, to bring and defend any suits in connection with possession of the Property and possession of the Collateral in its own name or the Assignor's name, to make repairs as the Assignee deems appropriate, and to perform such other acts in connection with the management and operation of the Property as the Assignee, in its discretion, may deem proper, all at the cost and expense of Assignor.

1.1.3. Assignee shall have the right to hold and possess, and the Assignor shall turn over to the Assignee immediately upon demand of Assignee, the security deposits held by the Assignor, and those held by its employees and agents, under and pursuant to the Leases. Assignee shall hold and apply the security deposits received in connection with the Leases to the purposes specified in the Leases, in accordance with the terms and conditions thereof. Except to the extent required by law or otherwise required in the Leases, Assignee shall not be obligated for the payment of interest on security deposits delivered to it.

1.2. Revocable License Given to Assignor.

1.2.1. Until the occurrence of an Event of Default, as defined in the Mortgage, 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 thereunder, or the breach of or default under this Assignment by Assignor, Assignor shall have a license and Assignee hereby grants to Assignor a revocable license to continue collecting the Rents and Profits in the normal and ordinary course of Assignor's business; provided, however, (1) Assignor shall not collect any rental installments under any Leases more than two months in advance of its scheduled payment date without the prior written consent of the Assignee - and if Assignor does so do in contravention hereof, Assignor shall promptly remit such advanced rental installments to Assignee for application by Assignee against the obligations secured hereby, such installments to be applied as provided in Section 1 of this Assignment, (2) Assignor shall pay to Assignee, upon receipt by Assignor and in the same form as received (with any necessary endorsements), (A) any award made hereafter in any court procedure involving any of the Leases in any bankruptcy, insolvency or reorganization proceedings in any state court and in any federal court and (B) any payments made and consideration given by tenants and lessees in lieu of rental payments under any of the Leases, or in settlement of or on account of a claim or dispute under or with respect to any Leases, and (3) Assignor shall promptly comply with such other directives as Assignee may from time to time give to Assignor regarding collection of the Rents and Profits.

1.2.2. If Assignor should breach this Assignment or default hereunder, or if an Event of Default occurs under the Mortgage, or there occurs an event which, with the giving of notice or a lapse of time, or both, would become an Event of Default thereunder, Assignee may, at its option, terminate the privilege and license granted to Assignor by Assignee in Section 1.2.1 above and upon a determination by Assignee to terminate, the privilege and license granted to Assignor shall automatically terminate without any notice from Assignee to Assignor and without any further or additional acts on the part of Assignee, unless notice is required under the Mortgage or under applicable law, and then only such minimum notice as may be required. Upon such termination, Assignor shall cease all collection activities and shall pay over to Assignee all Rents and Profits received by it on and after such termination. All amounts which are received by Assignor from and after the termination of Assignor's license shall be received in trust for the benefit of Assignee, shall be segregated from other funds of Assignor and shall be immediately paid over to Assignee in the same form as received (with any necessary endorsements).

Section 2. Additional Provisions Relating to Collection of Rents and Profits.

2.1. Limitation on Accountability of Assignee. The Assignee shall not be liable for laches and shall not be liable for the failure to collect the Rents and Profits. The Assignee is obligated to account only for such sums as are actually collected and shall not be obligated to perform and shall not be obligated to discharge any obligation to be performed or discharged by the Assignor under any of the Leases. The Assignor hereby agrees to indemnify the

Assignee for, and to save it harmless from, any and all liability arising from the Leases and any and all liability arising from this Assignment. This Assignment shall not place responsibility for the control, care, management and repair of the Property and Collateral upon the Assignee, and shall not make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair and control of the Property and the Collateral resulting in loss or injury or death to any lessee, tenant, licensee, employee or stranger.

2.2. Consequences of Receipt of Rents and Profits. The receipt by the Assignee of any Rents and Profits pursuant to this Assignment after acceleration of the obligations secured hereby shall not cure any default nor shall the receipt thereof at any subsequent time cure any default, affect Assignee's right to institute foreclosure proceedings under the Mortgage or affect any sale pursuant thereto. Neither the existence of this Assignment nor the exercise of Assignee's privilege to collect the Rents and Profits, shall be construed as a waiver by the Assignee of the right to enforce payment of the obligations hereby secured in strict accordance with the terms and provisions of the Mortgage and any agreement evidencing any of the obligations secured by the Mortgage.

2.3. Waiver of Rights by Assignor. If there is any case law, statute or regulation requiring Assignee to take actual possession of the Property and to take actual possession of the Collateral (or some action equivalent thereto, such as securing the appointment of a receiver) in order for Assignee to perfect or activate its rights and remedies as set forth herein, then Assignor waives the benefits of such law and agrees that such requirement of law may be satisfied solely by (1) Assignee sending Assignor written notice that Assignee intends to enforce, and is enforcing, its rights in and to the Property, the Collateral and the Rents and Profits assigned herein and (2) Assignee sending written notice to any one or more of the lessees and tenants of the Property and lessees and tenants of the Collateral, and any other person in possession of all or part of either or both, to commence making payments directly to Assignee or its designee as provided herein.

2.4. Appointment of Receiver. Assignee shall have the absolute and unconditional right to apply for and to obtain the appointment of a receiver or similar official for any part of and for all of the Property and for any part of and for all of the Collateral, to, among other things, manage and operate the Property and to manage and operate the Collateral, and any part of and interest in either or both, and to collect and apply the Rents and Profits as provided above. In the event of such application, Assignor consents to the appointment of such receiver or similar official and agrees that such receiver or similar official may be appointed without notice to Assignor, without the Assignee having to post a bond or other security, without regard to the adequacy of any security for the obligations secured hereby and without regard to the solvency of Assignor and without regard to the solvency of any other person, firm or corporation who or which may be liable for the payment of the obligations secured hereby. All costs and expenses related to the appointment of a receiver or other similar official hereunder shall be the responsibility of Assignor, but if paid by Assignee, Assignor hereby agrees to pay to Assignee, immediately and without demand, all such expenses, together with interest thereon from the date of each payment by Assignee 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 at which interest accrues as selected by Assignee, in its sole discretion, which rate may be fixed or variable (the "Contract Rate"). All sums so paid by Assignee, and the interest thereon, shall be added to and be secured by this Assignment.

2.5. Power of Attorney. Assignor does hereby irrevocably constitute and appoint Assignee its true and lawful attorney with full power of substitution, for it and in its name, place and stead, to execute, deliver, send and file such agreements, documents, notices, statements and records as Assignee, in its sole discretion, deems necessary and advisable to effect the terms and conditions of this Assignment and to otherwise realize Assignee's rights, authority and powers hereunder, and the benefits provided to Assignee herein, and in connection therewith, Assignee may appear in any action and collect any award or payments relating to the Property and Collateral (including, without limitation, the Leases and the Rents and Profits). The foregoing appointment is and the same shall be coupled with an interest in favor of Assignee. In furtherance of the foregoing appointment and grant of authority, but not in limitation thereof, Assignor irrevocably authorizes Assignee to file such financing statements as may be necessary to protect, in Assignee's opinion, Assignee's liens and security interests in the Property and Collateral (including, without limitation, the Leases and the Rents and Profits) and, to the extent Assignee deems necessary or appropriate, to sign Assignor's name with the same force and effect as if signed by Assignor and to make public in financing statements and other public filings such information regarding Assignor as Assignee deems necessary or

appropriate, including, without limitation, federal tax identification numbers, social security numbers and other identifying information.

Section 3. Representations, Warranties and Covenants Regarding Leases.

3.1. Representations and Warranties. Assignor represents and warrants to Assignee that (1) it has full right, title and authority to assign to Assignee the Leases and the Rents and Profits due or to become due thereunder or with respect to the Property and the Collateral, (2) the terms of the Leases have not been amended, modified, replaced or changed from the terms in the copies of the Leases submitted to the Assignee for approval, which copies are true and exact copies of the Leases currently outstanding with respect to the Property and the Collateral, (3) no other assignment of any interest in the Leases has been made by Assignor or any other person to anyone other than Assignee, (4) there are no existing defaults under any of the Leases by any party thereto, and (5) there has been no anticipation or prepayment of any rental installments by any lessees or tenants occupying or possessing the Property and the Collateral or by any of the lessees or tenants in any of the Leases.

3.2. Covenants Regarding Leases.

3.2.1. The Assignor shall fully perform its obligations under the Leases in a timely manner and shall take such actions as may be reasonably necessary to ensure that all lessees and tenants under any of the Leases fully and timely perform their respective obligations thereunder, all at Assignor's sole cost and expense. The Assignor shall provide to Assignee such information with respect to the Leases and the Rents and Profits therefrom or otherwise arising from or in connection with the Property and Collateral as Assignee may from time to time request; such information to be delivered to Assignee promptly by Assignor and in a form and medium directed by Assignee.

3.2.2. The Assignor shall not hereafter, without the prior written consent of the Assignee: (1) cancel any of the Leases, surrender any of the Lease and terminate any of the Leases, (2) exercise any option which might lead to a cancellation, surrender or termination of any of the Leases, (3) change, amend, alter and modify any of the Leases, (4) consent to the release of any party liable under any of the Leases, and (5) consent to the assignment and subletting of the lessee's or tenant's interest in them.

3.2.3. The Assignor shall maintain the security deposits made or to be made with respect to Leases of the Property and the Collateral in a separate bank account maintained by the Assignor with the Assignee, if so requested by Assignee, and designated as the account for the deposit of security deposits with respect to the Property and Collateral. The Assignor shall provide to the Assignee within thirty (30) days of the end of each of the Assignor's fiscal years, or more frequently if so requested by Assignee, a written verification of the amount of security deposits maintained in the account together with a list of the Leases with respect to which the deposits are maintained.

Section 4. Miscellaneous.

4.1. Incorporation of Exhibits. All exhibits, schedules, addenda and other attachments to this Assignment are by this reference incorporated herein and made a part hereof as if fully set forth in the body of this Assignment.

4.2. Maintenance of Records by Assignee. Assignee is authorized to maintain, store and otherwise retain evidences of the obligations, this Assignment, any separate security agreements and other agreements executed and delivered and to be executed and delivered by Assignor and others on Assignor's behalf to Assignee 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.

4.3. Credit Investigations; Sharing of Information; Control Agreements. Assignee is irrevocably authorized by Assignor to make and have made such credit investigations as it deems appropriate to evaluate Assignor's credit, personal and financial standing, and employment. Assignor authorizes Assignee to share with consumer reporting agencies and creditors its experiences with Assignor and other information in Assignee's possession relative to Assignor, the Property and the Collateral (including, without limitation, the Leases and the Rents and Profits); but

Assignee shall not have (1) any obligation to provide information to third persons relative to any of the foregoing or otherwise, (2) any obligation to subordinate its liens and security interests in the Property and Collateral (including, without limitation, the Leases and the Rents and Profits) and (3) any obligation to enter into control agreements and other agreements relative thereto.

4.4. Marshalling of Assets. Assignor hereby waives, to the extent permitted by law, the benefit of all homestead, appraisalment, valuation, stay, extension, reinstatement and redemption laws now in force and any which may in the future come to be in force and all rights of marshalling in the event of any collection hereunder of Rents and Profits or otherwise against the Property, the Collateral or any part or any interest in either or both.

4.5. Waiver of Statutory Rights. Assignor waives any right to require Assignee 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 or debts or credits on the books of Assignee in favor of any other person and any other laws that require or may require Assignee to recover against some other person, or to realize upon any collateral which Assignee holds for the obligations secured hereby. Assignor also waives any and all right of subrogation, contribution, reimbursement and indemnity and any right of recourse to and with respect to the assets of any other person that is or may be security for the obligations secured hereby.

4.6. Jury, Venue, Jurisdiction. This Assignment shall be deemed to have been executed and delivered in South Carolina 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 the State of South Carolina, excluding, however, the conflict of law and choice of law provisions thereof. Assignor, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Assignment.

4.7. No Waiver; No Course of Dealing; No Invalidity. No delay or forbearance by Assignee in exercising any and all of its rights and remedies hereunder, and its rights and remedies otherwise afforded by law and in equity, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder or in the event of any subsequent default hereunder. Also, no act or inaction of Assignee under this Assignment shall be deemed to constitute or establish a "course of performance or dealing" that would require Assignee 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 Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment 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 Assignment.

4.8. No Oral Change. Subject to the exercise by Assignee of its rights and remedies as set forth in this Assignment and without limiting any of such rights and remedies, this Assignment, 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 Assignor or Assignee, 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.

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

4.10. Documentary Stamp Taxes. To the extent not prohibited by applicable law and notwithstanding who is liable for payment of the taxes or fees, Assignor 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 Assignment.

4.11. Relationship of Parties: Successors and Assigns. The relationship of Assignee to Assignor is that of a creditor to an obligor or debtor; and in furtherance thereof and in explanation thereof, Assignee has no fiduciary, trust, guardian, representative, partnership, joint venturer or other similar relationship to and with Assignor and no such relationship shall be drawn or implied from this Assignment and any of Assignor's actions or inactions hereunder or with respect hereto – and, Assignee has no obligation to Assignor and any other person relative to administration of the obligations secured by this Assignment, the Property, the Collateral and any part or parts of any of the foregoing. 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, but nothing herein contained shall be deemed a consent to the sale, lease, demise, further encumbrance, transfer and other disposition by Assignor, either directly or indirectly, of all or any part of the Property, the Collateral and any interest, right and estate in either or both (including, without limitation, the Leases and the Rents and Profits), without Assignee's prior written consent, which may be withheld in Assignee's sole discretion. If two or more persons or entities have joined as Assignor, each of the persons and entities shall be jointly and severally obligated to perform the obligations herein contained. The term "Assignee" shall include any payee of the obligations hereby secured and any transferee and assignee thereof, whether by operation of law or otherwise, and Assignee may transfer, assign and negotiate all and any of the obligations secured by this Assignment from time to time without the consent of Assignor and without notice to Assignor and any transferee and assignee of Assignee, and any transferee and assignee of another may do the same without Assignor's consent and without notice to Assignor. Assignor waives and will not assert against any transferee and waives and will not assert against any assignee of Assignee any claims, defenses, set-offs and rights of recoupment which Assignor could assert against Assignee, except defenses which Assignee cannot waive.

4.12. Notices. All notices, certificates and other communications hereunder shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above. Assignor and the Assignee may, by written notice given hereunder, designate a different address where communications should be sent and Assignee may direct, by notice to Assignor, for communications to be sent electronically or in some other non-tangible medium.

4.13. Anti-Money Laundering and Anti-Terrorism. Assignor represents, warrants and covenants to Assignee as follows: (1) Assignor (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) Assignor 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) Assignor has not and shall not use all or any part of the proceeds of the obligations secured by the Mortgage or any or all of the Rents and Profits, 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.

4.14. Use and Application of Terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa; and 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. All references in this Assignment to "person" or "persons" shall include individuals and organizations and all terms used in this

Assignment that are not defined in this Assignment, the Mortgage or in the obligations secured hereby, but are defined in the Uniform Commercial Code in effect in the State of South Carolina, shall have the meaning ascribed to such terms from time to time in said Uniform Commercial Code. Any reference contained in this Assignment to specific statutes or laws shall include any successor statutes or laws, as the case may be. This Assignment shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Assignment.

The undersigned has executed this Assignment as of the day and year first above stated.

Witnesses:

ASSIGNOR:

Mark S. Sharpe
Print Name: MARK S. SHARPE

* LIBERTY COTTAGES LAND, LLC

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

Elizabeth B. Dasburg
Print Name: Elizabeth B. Dasburg

SOUTH CAROLINA,

CHARLESTON COUNTY.

I, Elizabeth B. Dasburg, Notary Public for South Carolina, do hereby certify that Liberty Cottages Land, LLC, a South Carolina limited liability company, by Deborah Rice-Marko, its Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 25 day of February, 2008.

Elizabeth B. Dasburg
Notary Public for South Carolina
My Commission Expires: 7-13-08

EXHIBIT A
(Attached to Assignment of Leases, Rents and Profits)

BK N 654PG053

1. Description of Mortgage: Mortgage, Assignment of Rents and Security Agreement dated of even date with the Assignment to which this Exhibit A is attached, executed by Assignor in favor of Bank, and encumbering the property referred to below.
2. List of Leases and Rental Agreements: All leases and rental agreements now existing or hereafter entered into.
3. Description of Property: See Exhibit A-2 attached hereto and incorporated by reference.

8X N 654PG054

EXHIBIT A-2

(Attached to Assignment of Leases, Rents and Profits)

Description of Property:

ALL that certain piece, parcel and tract of land located in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and shown and designated as "TOTAL TMS 594-12-00-471, 19,244 Ac., 838,263 Sq. Ft" on that certain plat prepared by GPA Professional Land Surveyors dated September 27, 2007, entitled "SHOWING THE SUBDIVISION OF TMS 594-12-00-471 TO CREATE NEW TRACT 1 - PHASE 1, OWNED BY LIBERTY COTTAGES LAND, LLC, LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA" recorded in Plat Book EL at page 086 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 appear.

THIS BEING a part of the property conveyed to Deborah Rice-Marko by Deed of Lake Norman Pavilion, LLC, dated the 24th day of June 2005 recorded in Book 0544 at page 415 in the RMC Office for Charleston County, South Carolina, and subsequently conveyed to USS Clarksville, LLC, a South Carolina limited liability company, by Deed of Deborah Rice-Marko dated the 30th day of October 2006 recorded in Book C604 at page 235 in the aforesaid RMC Office and further conveyed to Liberty Cottages Land, LLC, a South Carolina limited liability company, by Deed of USS Clarksville, LLC, a South Carolina limited liability company, dated the 10th day of May 2007 recorded in Book G625 at page 307 in the aforesaid RMC Office.

THIS BEING a part of the property conveyed to 1031, LLC, Exchange Accommodation Titleholder for ROA, LLC, by Deed of The Hammocks, LLC, dated the 24th day of June 2005 recorded in Book 0544 at page 320 in the RMC Office for Charleston County, South Carolina, and subsequently conveyed to ROA, LLC, by Deed of 1031, LLC, Exchange Accommodation Titleholder for ROA, LLC, dated the 14th day of November 2005 recorded in Book K566 at page 270 in the aforesaid RMC Office and subsequently conveyed to Liberty Cottages Land, LLC, a South Carolina limited liability company, by Deed of ROA, LLC, a South Carolina limited liability company, dated the 10th day of May 2007 recorded in Book G625 at page 250 in the aforesaid RMC Office.

BK N 654PG055

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

Davidson & Bradshaw LLC

125-H Wappoo Creek Dr.

Charleston

SC 29412

Number of Pages:

11

FILED

March 20, 2008

10:49:08 AM

BK N 654PG045

Charlie Lybrand, Register
Charleston County, SC

DESCRIPTION	AMOUNT
MISC/ASGT	\$ 16.00
Postage	

TOTAL	\$ 16.00

DRAWER:

(3)	A - BJA

DO NOT STAMP BELOW THIS LINE

UCC - 1

STATE OF SOUTH CAROLINA FILING FEES:

\$ 2.00 - For the FIRST page \$20.00 - Public Finance Transaction
\$ 1.00 - Each ADDITIONAL page \$20.00 - Manufactured Home Transaction
\$20.00 - Public Finance Transaction

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Mark S. Sharpe, Esq.

B. SEND ACKNOWLEDGMENT TO. (Name and Address)

**Mark S. Sharpe, Esq.
Warren & Sinkler, LLP
Post Office Box 1254
Charleston, SC 29402**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME
LIBERTY COTTAGES LAND, LLC

OR 1b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
32 South Battery Charleston SC 29401 USA

1d TAX ID # (Organizations) ADD'L INFO RE ORGANIZATION DEBTOR 1e TYPE OF ORGANIZATION 1f JURISDICTION OF ORGANIZATION 1g ORGANIZATIONAL ID #, if any
limited liability co. SC ☒ NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION'S NAME

OR 2b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d TAX ID # (Organizations) ADD'L INFO RE ORGANIZATION DEBTOR 2e TYPE OF ORGANIZATION 2f JURISDICTION OF ORGANIZATION 2g ORGANIZATIONAL ID #, if any
☐ NONE

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME
RBC Centura Bank

OR 3b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
100 Calhoun Street, 2nd Floor Charleston SC 29401 USA

4 This FINANCING STATEMENT covers the following collateral.

All of the collateral more particularly described on Schedule A attached hereto and made a part hereof, relating to real property located in Charleston County, South Carolina, as more particularly described on Exhibit A attached hereto and made a part hereof.

080418-1446397 UCC-1 FINANCING STATEMENT

Lapse Date 04/18/2013 02:46:39 Filing Fee 11 ORIG



5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG LIEN NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] [for recorded] in the REAL ESTATE RECORDS. Attach Addendum ☐ REQUEST SEARCH REPORT(S) ON UCC 11 FORM ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Filing Office: S.C. Secretary of State

FILING OFFICE COPY — SC SECRETARY OF STATE'S OFFICE (FORM UCC1) (7/1/2001)

EXHIBIT

D

UCC-1Ad

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT		
9a ORGANIZATION'S NAME		
Liberty Cottages Land, LLC		
OR		
9b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10 MISCELLANEOUS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only gne name (11a or 11b) - do not abbreviate or combine names				
11a ORGANIZATION'S NAME				
OR	11b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
				SUFFIX
11c MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
11d TAX ID # (Organizations)	ADD'L INFO RE ORGANIZATION DEBTOR	11e TYPE OF ORGANIZATION	11f JURISDICTION OF ORGANIZATION	11g ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S ☐ ASSIGNOR S/P'S NAME - insert only gne name (12a or 12b)				
12a ORGANIZATION'S NAME				
OR	12b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
				SUFFIX
12c MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing		16. Additional collateral description	
14. Description of real estate			
13.932 acres, Grey Marsh Road, Park West Subdivision, Town of Mt. Pleasant, Charleston County, South Carolina TMS Number 594-12-00-471 as more fully set forth on Exhibit A attached hereto and incorporated herein by reference.			
15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)			

17. Check <u>only</u> if applicable and check <u>only</u> one box	
Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate	
18. Check <u>only</u> if applicable and check <u>only</u> one box	
☐ Debtor is a TRANSMITTING UTILITY	
☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years	
☐ Filed in connection with a Public-Finance Transaction — effective 30 years	

SCHEDULE A TO UCC-1 FINANCING STATEMENT

LIBERTY COTTAGES LAND, LLC

as Debtor

And

RBC CENTURA BANK,

as Secured Party

All of Debtor's right, title and interest in and to the following property (the "**Property**") located upon or used in connection with the real property described on Exhibit A to this Schedule A (the "**Land**");

(1) the parcels of land described on **Exhibit A**, (2) the rights and benefits appurtenant to said parcels of land and (3) the buildings and other improvements (to include ~~manufactured homes~~) now located thereon and thereunder and those which in the future may be or may come to be located thereon and thereunder (collectively, the "**Property**"), together with all equipment, fixtures, standing timber (to include timber to be cut, but this inclusion does not permit cutting of timber unless Bank agrees to such cutting in advance thereof), crops grown, growing and to be grown on the Property (to include crops that are produced on trees, vines and bushes, and aquatic goods) and other farm products (to include livestock - born and unborn, supplies and products of crops and livestock), oil, gas and other minerals and as-extracted collateral (but inclusion of as-extracted collateral does not permit extraction unless Bank agrees to such extraction in advance thereof) owned by Debtor and that in which the Debtor has any rights and interests, both now existing and located in, on, over and under the Property and that which may be hereafter acquired and located as aforesaid, whether used in connection with the ownership, possession, operation and maintenance of the Property, or otherwise (collectively, the "**Collateral**" and the Collateral includes any and all of the proceeds and products thereof, including insurance and condemnation proceeds, accessions and additions thereto, and replacements and substitutions therefor).

(2) all of Debtor's presently existing right, title and interest and all of Debtor's right, title and interest which may arise in the future in and to 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; and

(3) all of Debtor's presently existing right, title and interest and all Debtor's right, title and interest which may arise in the future in and to (1) the leases and rental agreements, if any, listed on **Exhibit A** and all other leases and rental agreements with respect to the Property and with respect to the Collateral now existing or hereafter made, ~~executed and delivered~~ (whether written, electronic or verbal), together with all present and future extensions, renewals, modifications and amendments thereof, and substitutions and replacements therefor (collectively, the "**Leases**"), (2) all Rents and Profits due and all Rents and Profits which become due under the Leases and (3) all security deposits now held or hereafter acquired and held in connection with any of the foregoing.

Initially capitalized terms used herein and not otherwise defined have the meanings assigned in the Mortgage, Assignment of Rents and Security Agreement (the "**Security Instrument**") executed by the Debtor to the Secured Party relating to the property described above. Interested parties may contact the Secured Party during normal business hours to view a copy of the Security Instrument and specific records describing the above-described collateral.

UCCATTACH
SSL-MIA1 30110298v1
10/31/03 11 24am

EXHIBIT A TO UCC-1 FINANCING STATEMENT

LIBERTY COTTAGES LAND, LLC

as Debtor

And

RBC CENTURA BANK,

as Secured Party

Legal Description of Property

ALL that certain piece, parcel and tract of land located in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and shown and designated as "TOTAL TMS 594-12-00-471, 19,244 Ac., 838,263 Sq. Ft" on that certain plat prepared by GPA Professional Land Surveyors dated September 27, 2007, entitled "SHOWING THE SUBDIVISION OF TMS 594-12-00-471 TO CREATE NEW TRACT 1 - PHASE 1, OWNED BY LIBERTY COTTAGES LAND, LLC, LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA" recorded in Plat Book EL at page 086 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 appear.

THIS BEING a part of the property conveyed to Deborah Rice-Marko by Deed of Lake Norman Pavilion, LLC, dated the 24th day of June 2005 recorded in Book 0544 at page 415 in the RMC Office for Charleston County, South Carolina, and subsequently conveyed to USS Clarksville, LLC, a South Carolina limited liability company, by Deed of Deborah Rice-Marko dated the 30th day of October 2006 recorded in Book C604 at page 235 in the aforesaid RMC Office and further conveyed to Liberty Cottages Land, LLC, a South Carolina limited liability company, by Deed of USS Clarksville, LLC, a South Carolina limited liability company, dated the 10th day of May 2007 recorded in Book G625 at page 307 in the aforesaid RMC Office.

THIS BEING a part of the property conveyed to 1031, LLC, Exchange Accommodation Titleholder for ROA, LLC, by Deed of The Hammocks, LLC, dated the 24th day of June 2005 recorded in Book 0544 at page 320 in the RMC Office for Charleston County, South Carolina, and subsequently conveyed to ROA, LLC, by Deed of 1031, LLC, Exchange Accommodation Titleholder for ROA, LLC, dated the 14th day of November 2005 recorded in Book K566 at page 270 in the aforesaid RMC Office and subsequently conveyed to Liberty Cottages Land, LLC, a South Carolina limited liability company, by Deed of ROA, LLC, a South Carolina limited liability company, dated the 10th day of May 2007 recorded in Book G625 at page 250 in the aforesaid RMC Office.

UCC-1Ad

2008 06 13 8

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME <i>Liberty Cottages Land, LLC</i>		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d. TAX ID #, (Organizations)	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	
			11g. ORGANIZATIONAL ID #, if any	
			NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR				
12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

*13.932 acres, Grey Marsh Road, Park West Subdivision, Town of Mt. Pleasant, Charleston County, South Carolina
TMS Number 594-12-00-471 as more fully set forth on Exhibit A attached hereto and incorporated herein by reference.*

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years☐ Filed in connection with a Public-Finance Transaction — effective 30 years

2000-06138

SCHEDULE A TO UCC-1 FINANCING STATEMENT

LIBERTY COTTAGES LAND, LLC

as Debtor

And

RBC CENTURA BANK,

as Secured Party

All of Debtor's right, title and interest in and to the following property (the "**Property**") located upon or used in connection with the real property described on Exhibit A to this Schedule A (the "**Land**"):

(1) the parcels of land described on **Exhibit A**, (2) the rights and benefits appurtenant to said parcels of land and (3) the buildings and other improvements (to include manufactured homes) now located thereon and thereunder and those which in the future may be or may come to be located thereon and thereunder (collectively, the "**Property**"), together with all equipment, fixtures, standing timber (to include timber to be cut, but this inclusion does not permit cutting of timber unless Bank agrees to such cutting in advance thereof), crops grown, growing and to be grown on the Property (to include crops that are produced on trees, vines and bushes, and aquatic goods) and other farm products (to include livestock – born and unborn, supplies and products of crops and livestock), oil, gas and other minerals and as-extracted collateral (but inclusion of as-extracted collateral does not permit extraction unless Bank agrees to such extraction in advance thereof) owned by Debtor and that in which the Debtor has any rights and interests, both now existing and located in, on, over and under the Property and that which may be hereafter acquired and located as aforesaid, whether used in connection with the ownership, possession, operation and maintenance of the Property, or otherwise (collectively, the "**Collateral**") and the Collateral includes any and all of the proceeds and products thereof, including insurance and condemnation proceeds, accessions and additions thereto, and replacements and substitutions therefor).

(2) all of Debtor's presently existing right, title and interest and all of Debtor's right, title and interest which may arise in the future in and to 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; and

(3) all of Debtor's presently existing right, title and interest and all Debtor's right, title and interest which may arise in the future in and to (1) the leases and rental agreements, if any, listed on **Exhibit A** and all other leases and rental agreements with respect to the Property and with respect to the Collateral now existing or hereafter made, executed and delivered (whether written, electronic or verbal), together with all present and future extensions, renewals, modifications and amendments thereof, and substitutions and replacements therefor (collectively, the "**Leases**"), (2) all Rents and Profits due and all Rents and Profits which become due under the Leases and (3) all security deposits now held or hereafter acquired and held in connection with any of the foregoing.

Initially capitalized terms used herein and not otherwise defined have the meanings assigned in the Mortgage, Assignment of Rents and Security Agreement (the "**Security Instrument**") executed by the Debtor to the Secured Party relating to the property described above. Interested parties may contact the Secured Party during normal business hours to view a copy of the Security Instrument and specific records describing the above-described collateral.

2008 06 13 8

EXHIBIT A TO UCC-1 FINANCING STATEMENT

LIBERTY COTTAGES LAND, LLC

as Debtor

And

RBC CENTURA BANK,

as Secured Party

Legal Description of Property

ALL that certain piece, parcel and tract of land located in the Town of Mount Pleasant, County of Charleston, State of South Carolina, and shown and designated as "TOTAL TMS 594-12-00-471, 19,244 Ac., 838,263 Sq, Ft" on that certain plat prepared by GPA Professional Land Surveyors dated September 27, 2007; entitled "SHOWING THE SUBDIVISION OF TMS 594-12-00-471 TO CREATE NEW TRACT 1 - PHASE 1, OWNED BY LIBERTY COTTAGES LAND, LLC, LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA" recorded in Plat Book EL at page 086 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 appear.

THIS BEING a part of the property conveyed to Deborah Rice-Marko by Deed of Lake Norman Pavilion, LLC, dated the 24th day of June 2005 recorded in Book 0544 at page 415 in the RMC Office for Charleston County, South Carolina, and subsequently conveyed to USS Clarksville, LLC, a South Carolina limited liability company, by Deed of Deborah Rice-Marko dated the 30th day of October 2006 recorded in Book C604 at page 235 in the aforesaid RMC Office and further conveyed to Liberty Cottages Land, LLC, a South Carolina limited liability company, by Deed of USS Clarksville, LLC, a South Carolina limited liability company, dated the 10th day of May 2007 recorded in Book G625 at page 307 in the aforesaid RMC Office.

THIS BEING a part of the property conveyed to 1031, LLC, Exchange Accommodation Titleholder for ROA, LLC, by Deed of The Hammocks, LLC, dated the 24th day of June 2005 recorded in Book 0544 at page 320 in the RMC Office for Charleston County, South Carolina, and subsequently conveyed to ROA, LLC, by Deed of 1031, LLC, Exchange Accommodation Titleholder for ROA, LLC, dated the 14th day of November 2005 recorded in Book K566 at page 270 in the aforesaid RMC Office and subsequently conveyed to Liberty Cottages Land, LLC, a South Carolina limited liability company, by Deed of ROA, LLC, a South Carolina limited liability company, dated the 10th day of May 2007 recorded in Book G625 at page 250 in the aforesaid RMC Office.

Return to:
Mark S. Sharpe
Warren & Sinkler, LLP
P.O. Box 1254
Charleston, South Carolina 29402



Space Above Line for Processing Data

RBC Bank

Modification Agreement (Cover Page)

Prepared by:
Mark S. Sharpe
Warren & Sinkler, LLP
P.O. Box 1254
Charleston, South Carolina 29402

State of South Carolina

Charleston County

From: LIBERTY COTTAGES LAND, LLC (whether one or more, "Grantor"); with a mailing address of 32 South Battery, Charleston, South Carolina 29401.

To: RBC BANK (USA) ("Bank"), with a business address of 134 N. Church Street, Rocky Mount, North Carolina 27804 and a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220, which mailing address is the place to which all notices and communications should be sent to Bank regarding this Modification Agreement.

Date: January 26, 2009

Cross Reference to Recorded Documents Modified:

That certain Mortgage, Assignment of Rents, and Security Agreement dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of RBC Centura Bank, recorded on March 20, 2008, in Book L654, page 631, of the RMC Office for Charleston County, S.C.

That certain Assignment of Leases, Rents and Profits dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of RBC Centura Bank, recorded on March 20, 2008, in Book N654, page 045, in the RMC Office for Charleston County, S.C.

EXHIBIT

E

Customer No. 3156257

Loan No. _____

RBC Bank**MODIFICATION
AGREEMENT**

THIS MODIFICATION AGREEMENT ("Modification Agreement"), entered into as of the 26th day of January, 2009, by LIBERTY COTTAGES LAND, LLC, a South Carolina limited liability company ("Grantor", whether one or more) with a mailing address of 32 South Battery, Charleston, South Carolina 29401, and RBC BANK (USA) ("Bank"), with a mailing address of 100 Calhoun Street, Suite 200, Charleston, SC 29401.

- A. Liberty Cottages, LLC has made and issued to Bank its promissory note ("Liberty Cottages Note") in the original principal amount and dated as indicated on **Attachment 1** attached hereto.
- B. ROA, LLC has made and issued to Bank its promissory note ("ROA Note") in the original principal amount and dated as indicated on **Attachment 1** attached hereto.
- C. USS Clarksville, LLC is indebted to Bank pursuant to its promissory note ("USS Clarksville Note") in the original principal amount and dated as indicated on **Attachment 1** attached hereto.
- D. As security for the Liberty Cottages Note, the ROA Note, and the USS Clarksville Note (collectively, the "Notes"), Grantor has executed and delivered to Bank its Mortgage, Assignment of Rents, and Security Agreement and its Assignment of Leases, Rents and Profits more fully described on **Attachment 1**.
- E. The Mortgage, Assignment of Rents, and Security Agreement and Assignment of Leases, Rents and Profits are hereinafter collectively referred to as the "Contract" and the Contract is hereby incorporated herein as a part of this Modification Agreement.
- F. Bank and Grantor mutually desire to modify the provisions of the Contract in the manner hereinafter set out, it being specifically understood and agreed that, except as herein modified, the terms and provisions of the Contract and the individual instruments, documents and agreements that make up the Contract shall remain unchanged and the Contract, as herein modified, shall continue in full force and effect as therein and herein written.

NOW, THEREFORE, Bank and Grantor, in consideration of the premises and the sum of One Dollar (\$1.00) to each in hand paid by the other, receipt and sufficiency of which are hereby acknowledged by each, do hereby agree as follows:

Section 1. Modification. The Contract shall be, and the same is, modified in the manner set forth in **Attachment 2**.

Section 2. Effect of Modification. Nothing contained in this Modification Agreement shall in any way impair the security now held for the indebtedness evidenced by the Notes or the lien priority of the Contract, nor waive, annul, vary or affect any provision, condition, covenant and agreement contained in the Contract, nor affect or impair any rights, powers and remedies under the Contract, except as herein specifically modified to do any one or more of the foregoing. If any provision in this Modification Agreement shall be interpreted or applied by a court or other tribunal with personal and subject matter jurisdiction over the parties hereto and the Contract, as modified, so as to impair the security now held for the Notes or lien priority of the Contract, or do any one or more of any of the foregoing, such provision shall be ineffective to the extent it causes an impairment of such security or the lien priority thereof or causes any of such other consequences, or the application thereof shall be in a manner and to an extent which does not impair such security or the lien priority thereof, or result in the occurrence of any of the other consequences. This Modification Agreement does not extend the expiration dates or enlarge the terms of any property, physical damage, credit and any other insurance written in connection with or financed by said Contract.

Section 3. Financing Statements. Grantor irrevocably authorizes Bank to file such financing statements as may be necessary to protect, in Bank's opinion, Bank's security interests and liens and, to the extent Bank deems necessary or appropriate, to sign the name of Grantor with the same force and effect as if signed by Grantor and to make public in financing statements and other public filings such information regarding Grantor as Bank deems necessary or appropriate, including, without limitation, federal tax identification numbers, social security numbers and other identifying information.

Section 4. Credit Investigations; Bank's Responsibilities. Bank is irrevocably authorized by Grantor to make and have made such credit investigations as it deems appropriate to evaluate Grantor's credit, personal and financial standing and employment, and Grantor authorizes Bank to share with consumer reporting agencies and creditors its experiences with Grantor and other information in Bank's possession relative to Grantor. Bank shall not have any obligation or responsibility to do any of the following: (1) protect and preserve any collateral and other security given or to be given in connection with the Contract, as herein modified, against the rights of third persons having an interest therein; (2) provide information to third persons relative to the Contract, as herein modified, Bank's liens and security interests in any collateral and other security, or otherwise with respect to Grantor; and (3) subordinate its liens and security interests in any collateral and other security to the interests of any third persons or to enter into control agreements relative to such collateral and other security.

Section 5. Usury. Bank does not intend to and shall not reserve, charge and collect interest, fees and charges under the Contract, as herein modified, in excess of the maximum rates and amounts permitted by applicable law. If any interest, fees and charges are reserved, charged and collected in excess of the maximum rates and amounts, it shall be construed as a mutual mistake, appropriate adjustments shall be made by Bank and to the extent paid, the excess shall be returned to the person making such a payment.

Section 6. Documentary Stamps, etc. To the extent not prohibited by law and notwithstanding who is liable for payment of the taxes and fees, Grantor shall pay, on Bank's demand, all intangible taxes, documentary stamp taxes, excise taxes and other similar taxes assessed, charged and required to be paid in connection with this Modification Agreement, and any future extension, renewal and modification of the Contract, or assessed, charged and required to be paid in connection with any of the loan documents which make up the Contract.

Section 7. Anti-Terrorism. Grantor represents, warrants and covenants to Bank as follows: (1) Grantor (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) Grantor 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) Grantor has not and shall not use all or any part of the extension of credit evidenced by the Notes, 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 8. Costs and Expenses. All of the costs and expenses incurred by Bank in connection with this Modification Agreement shall be paid by Grantor upon the request of and at the time of demand for payment thereof made by Bank on Grantor. As used herein, "costs and expenses" 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.

Section 9. Maintenance of Records. Bank is authorized to maintain, store and otherwise retain this Modification Agreement and the other documents constituting the Contract in their original, inscribed tangible forms or records thereof in an electronic medium or other non-tangible medium which permits such records to be retrieved in perceivable forms.

Section 10. Waiver of Jury Trial. Grantor, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Modification Agreement and waives any right to a trial by jury in any action or proceeding arising from or related to the Contract, as herein modified.

Section 11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State whose laws govern the Contract, excepting, however, its conflict of law provisions.

Section 12. Reservation of Rights; Entire Agreement. Bank does hereby reserve all rights and remedies it may have against all parties secondarily liable for repayment of the indebtedness evidenced by the Contract. The Contract, as herein modified, contains the entire agreement of the parties and the undersigned do hereby ratify and confirm the terms of the Contract, all of which shall remain in full force and effect, as modified herein. This Modification Agreement shall be binding upon any assignee and successor in interest of the parties hereto. Grantor waives and will not assert against any transferee and assignee of Bank any claims, defenses, set-offs and rights of recoupment which Grantor could assert against Bank, except defenses which Grantor cannot waive. All references herein to the "Modification Agreement" include any supplemental agreements filed of record to reflect modifications of any of the instruments, documents and other agreements making up the Contract that are of record.

The undersigned have executed this Modification Agreement under seal as of the day and year first above stated.

BANK:

Witness:

RBC BANK (USA)

By: Michael E. Baker
Michael E. Baker
Title: Banking Officer

Phyllis Mitchell
Print Name: Phyllis Mitchell

Ashley Keenan
Print Name: Ashley Keenan

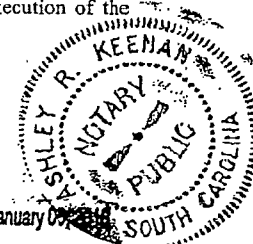
SOUTH CAROLINA,

CHARLESTON COUNTY.

I, Ashley Keenan, Notary Public for South Carolina, do hereby certify that RBC BANK (USA), a North Carolina banking corporation, formerly known as RBC Centura Bank, by Michael E. Baker, its Banking Officer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 27th day of January, 2009.

Ashley R. Keenan
Notary Public for South Carolina
My Commission Expires: My Commission Expires January 01, 2011



GRANTOR:

LIBERTY COTTAGES LAND, LLC

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

Witness: Mark S. Sharpe
Print Name: Mark S. Sharpe

Elizabeth A. Dasburg
Print Name: Elizabeth A. Dasburg

SOUTH CAROLINA,

CHARLESTON COUNTY.

I, Elizabeth A. Dasburg, Notary Public for South Carolina, do hereby certify that LIBERTY COTTAGES LAND, LLC, a South Carolina limited liability company, by Deborah Rice-Marko its Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 26 day of January, 2009.

Elizabeth A. Dasburg
Notary Public for South Carolina
My Commission Expires: 2-12-18

[Consents of the Guarantors are on the following page]

Consent of Guarantors

The undersigned persons hereby consent to the modification of the Contract as provided in the foregoing Modification Agreement ("Agreement") to which this Guarantors' Consent is a part, and also consent to all of the other terms, conditions and provisions of the Agreement. They further agree that their agreements and undertakings with RBC Bank (USA) ("Bank"), or with others on behalf of or for the benefit of Bank, shall remain in full force and effect and they shall remain jointly and severally liable for the payment of the Contract (inclusive of the Agreement), as the same may from time to time be extended, renewed, amended, modified, substituted and replaced, all as provided in her agreements and undertakings with Bank, or with others on behalf of or for the benefit of Bank. The agreements and undertakings referenced in this Guarantors' Consent may include, without limitation, guaranty agreements, deeds of trust, mortgages, deeds to secure debt, security deeds, pledge agreements, security agreements, hypothecation agreements and other types of agreements and undertakings related to securing, guarantying and supporting the Contract or parts thereof and the heading "Guarantors' Consent" does not define the scope of this consent or the categories of persons executing below. The undersigned persons further consent to and authorize the execution and recordation of a Modification Supplement setting forth any or all of the terms of this Modification Agreement.

Dated effective as of the date first stated in the Agreement.

Deborah Rice-Marko

Print Name: Deborah Rice-Marko

John Edward Marko, Jr.

Print Name: John Edward Marko, Jr.

Evan R. Marko

Print Name: Evan Marko

Witness:

Elizabeth B. Dasburg

Print Name: Elizabeth B. Dasburg

Elizabeth B. Dasburg

Print Name: Elizabeth B. Dasburg

Elizabeth B. Dasburg

Print Name: Elizabeth B. Dasburg

Attachment I
To
Modification Agreement

1. Describe Promissory Notes (Date, Original Amount, Current Amount and all Modifications):

That certain promissory note dated March 22, 2007, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), executed by Liberty Cottages, LLC (the in favor of RBC Centura Bank, as amended by a Modification Agreement dated February 25, 2008.

That certain promissory note dated June 24, 2005, in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, and as amended by a Modification Agreement dated March 22, 2007, and as further amended by a Modification Agreement dated February 25, 2008.

That certain promissory note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of RBC Centura Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, and as amended pursuant to a Modification Agreement dated March 22, 2007, and as further amended by a Modification Agreement dated February 25, 2008.

2. Describe Security Documents (Type, Date and if recorded, Recording Information):

- A. That certain Mortgage, Assignment of Rents, and Security Agreement dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of RBC Centura Bank, recorded on March 20, 2008, in Book L654, page 631, of the RMC Office for Charleston County, S.C.
- B. That certain Assignment of Leases, Rents and Profits dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of RBC Centura Bank, recorded on March 20, 2008, in Book N654, page 045, in the RMC Office for Charleston County, S.C.

Attachment 2
To
Modification Agreement

The Contract shall be, and the same is, modified as follows:

Section 1. That certain Mortgage, Assignment of Rents, and Security Agreement dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of RBC Centura Bank, recorded on March 20, 2008, in Book L654, page 631, of the RMC Office for Charleston County, S.C., is amended as follows: Notwithstanding any provision in the said Mortgage, Assignment of Rents, and Security Agreement to the contrary, the term "Obligations" shall mean, and the said Mortgage, Assignment of Rents, and Security Agreement shall secure payment and performance of, among other indebtedness and obligations as provided therein, each and all of the following (collectively, the "Restated Obligations"):

- (1) All Indebtedness now owing by Deborah Rice-Marko to Bank, and all Indebtedness that may arise and be owing by Deborah Rice-Marko to Bank in the future, including future advances, including without limitation that certain promissory note dated January 11, 2007, in the face amount of Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended by a Modification Agreement dated of even date herewith;
- (2) All Indebtedness now owing by ROA, LLC, to Bank, and all Indebtedness that may arise and be owing by ROA, LLC to Bank in the future, including future advances, and including without limitation (i) that certain promissory note dated June 24, 2005, in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, as amended by a Modification Agreement dated March 22, 2007, as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith; and (ii) that certain promissory note dated November 9, 2007, in the face amount of Three Million Nine Hundred Twenty Thousand and 00/100 Dollars (\$3,920,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, and amended by a Modification Agreement dated of even date herewith;
- (3) All Indebtedness now owing by USS Clarksville, LLC to Bank, and all Indebtedness that may arise and be owing by USS Clarksville, LLC to Bank in the future, including future advances, and including without limitation that certain Promissory Note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, and as amended pursuant to a Modification Agreement dated March 22, 2007, and as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith;
- (4) All Indebtedness now owing by Liberty Cottages, LLC to Bank, and all Indebtedness that may arise and be owing by Liberty Cottages, LLC to Bank in the future, including future advances, and including without limitation that certain promissory note dated March 22, 2007, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), executed by Liberty Cottages, LLC, in favor of RBC Centura Bank, as amended by a Modification Agreement

dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith.

(5) That certain promissory note dated October 11, 2007, in the original principal amount of Four Million Nine Hundred Thousand and 00/100 Dollars (\$4,900,000.00), executed by The Brothers of SC, LLC, in favor of Bank, as amended by a Modification Agreement dated of even date herewith, and any and all extensions, renewals, and further modifications thereof; and

(6) All Indebtedness now owing by Royal Beach Properties, LLC to Bank, and all Indebtedness that may arise and be owing by Royal Beach Properties, LLC to Bank in the future, including future advances, and including without limitation that certain commercial note dated May 19, 2000, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended and increased to Three Million Two Hundred Sixty-Two Thousand Five Hundred and No/100 Dollars (\$3,262,500.00) pursuant to a Modification Agreement dated March 23, 2006, and as further amended pursuant to a Modification Agreement dated August 30, 2006, and as further amended pursuant to a Modification Agreement dated July 18, 2007, as assumed by Royal Beach Properties, LLC, pursuant to an Assignment and Assumption Agreement dated August 26, 2008, between Deborah Rice-Marko, as assignor, Royal Beach Properties, LLC, as assignee, and Bank, and as further amended by a Modification Agreement dated of even date herewith.

Section 2. That certain Assignment of Leases, Rents and Profits dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of RBC Centura Bank, recorded on March 20, 2008, in Book N654, page 045, in the RMC Office for Charleston County, S.C., is amended as follows: Notwithstanding any provision in the said Assignment of Leases, Rents and Profits to the contrary, the term "Obligations" shall mean, and the said Assignment of Leases, Rents and Profits shall secure, payment and performance of, among other indebtedness and obligations as provided therein, each and all of the Restated Obligations as defined and set forth in the preceding Section of this Attachment 2.

Section 3. That certain Mortgage, Assignment of Rents, and Security Agreement dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of RBC Centura Bank, recorded on March 20, 2008, in Book L654, page 631, of the RMC Office for Charleston County, S.C., is amended as follows: Paragraph "B" on page 2 is hereby amended to provide that The maximum principal amount of the Obligations, including present and future advances and obligations, that may be secured by this Mortgage at any one time is an amount up to Twenty-Five Million and No/100 Dollars (\$25,000,000.00).

Section 4. In addition to and not in lieu of the Events of the Default set forth in the Contract, each of the following shall constitute an Event of Default under the Contract, including without limitation the Mortgage, Assignment of Rents, and Security Agreement and the Assignment of Leases, Rents and Profits referred to above:

- A. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by ROA, LLC in favor of Bank, including without limitation (i) that certain promissory note dated June 24, 2005, in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, and as amended by a Modification Agreement dated March 22, 2007, as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith; and (ii) that certain promissory note dated November 9, 2007, in the face amount of Three Million Nine Hundred Twenty Thousand and 00/100 Dollars (\$3,920,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, as amended by a Modification Agreement dated of even date herewith.

- B. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by USS Clarksville, LLC in favor of Bank, including without limitation that certain Promissory Note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, and as amended pursuant to a Modification Agreement dated March 22, 2007, as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith.
- C. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Liberty Cottages, LLC in favor of Bank, including without limitation including without limitation that certain promissory note dated March 22, 2007, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), executed by Liberty Cottages, LLC, in favor of Bank, as amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith.
- D. The occurrence of an Event of Default under and as defined in that certain promissory note dated October 11, 2007, in the original principal amount of Four Million Nine Hundred Thousand and 00/100 Dollars (\$4,900,000.00), executed by The Brothers of SC, LLC, in favor of Bank, as amended by a Modification Agreement dated of even date herewith, or any extension, renewal, or further modification thereof.
- E. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Royal Beach Properties, LLC in favor of Bank, including without limitation that certain commercial note dated May 19, 2000, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended and increased to Three Million Two Hundred Sixty-Two Thousand Five Hundred and No/100 Dollars (\$3,262,500.00) pursuant to a Modification Agreement dated March 23, 2006, and as further amended pursuant to a Modification Agreement dated August 30, 2006, and as further amended pursuant to a Modification Agreement dated July 18, 2007, as assumed by Royal Beach Properties, LLC, pursuant to an Assignment and Assumption Agreement dated August 26, 2008, between Deborah Rice-Marko, as assignor, Royal Beach Properties, LLC, as assignee, and Bank, and as further amended by a Modification Agreement dated of even date herewith.
- F. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Deborah Rice-Marko in favor of Bank, including without limitation that certain promissory note dated January 11, 2007, in the face amount of Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended by a Modification Agreement dated of even date herewith.

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

WARREN & SINKLER, LLP

P.O. BOX 1254

CHARLESTON SC 29402

RECORDED

Date: January 28, 2009

Time: 1:27:35 PM

Book

Page

DocType

0032

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Mtg/Mod

Charlie Lybrand, Register
Charleston County, SC

MAKER:

LIBERTY COTTAGES LAND

of Sats:

of Pages: 11

of References: 2

Note:

RECIPIENT:

RBC BK

Recording Fee \$ 6.00

Extra Reference Cost \$ 6.00

Extra Pages \$ 9.00

Postage \$ -

Chattel \$ -

TOTAL \$ 21.00

Original Book:

L654

Original Page:

631

DRAWER Drawer 4

CLERK LRR



0032
Book



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01/28/2009
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**RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:**

Cross reference to:
Book L 654 at Page 631
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

LIBERTY COTTAGES LAND, 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: 19.244 Acres, 838,263 Sq. Ft.
Town of Mt. Pleasant
County: Charleston
State: South Carolina

EXHIBIT

F

MODIFICATION OF MORTGAGE
(Town of Mt. Pleasant, Charleston County, South Carolina)

THIS MODIFICATION OF MORTGAGE (this "**Modification**"), is dated as of this 15th day of July, 2011, by Liberty Cottages Land, 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 February 25, 2008, in favor of Mortgagee and recorded on March 20, 2008, in the Office of the ROD for Charleston County in Book L 654 at Page 631 (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:

LIBERTY COTTAGES LAND, LLC

Witness Ruth Murray
Witness E. R. Mark

By: Deborah Rice Mark
Name:
Title: Manager

STATE OF South Carolina)
COUNTY OF CHARLESTON) Acknowledgment

Deborah Rice Mark I, the undersigned Notary Public for the State and County, so hereby certify that Ruth Murray is the Manager of Liberty Cottages Land, 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.

George E. 2 (L.S.) (SEAL)
Notary Public of South Carolina

My commission expires: 7-24-2019

MORTGAGEE:

RBC BANK (USA)

Witness Allison H. Williams

Witness Jesse Ward

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

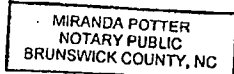


EXHIBIT A

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.

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

NELSON MULLINS RILEY & SCARBOROUGH LLP

P. O. BOX 11070
COLUMBIA SC 29211

RECORDED

Date: July 26, 2011

Time: 10:54:41 AM

Book

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Charlie Lybrand, Register
Charleston County, SC

MAKER:

LIBERTY COTTAGES LAND LLC

of Sats:

of Pages: 10

of References:

Note:

RECIPIENT:

RBC BANK

Original Book:

L654

Original Page:

631

Recording Fee \$ 6.00

Extra Reference Cost \$ -

Extra Pages \$ 8.00

Postage \$ -

Chattel \$ -

TOTAL \$ 14.00

DRAWER

Drawer 1

CLERK

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Book



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07/26/2011

Recorded Date



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MA IGC

Customer No. _____
Loan No. _____

RBC Bank

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT ("Modification Agreement"), entered into as of the 26th day of January, 2009, by LIBERTY COTTAGES, LLC, a South Carolina limited liability company ("Borrower", whether one or more) with a mailing address of 32 South Battery, Charleston, South Carolina 29401, and RBC BANK (USA) ("Bank"), with a mailing address of 100 Calhoun Street, Suite 200, Charleston, SC 29401.

- A. Borrower has made and issued to Bank its promissory note ("Note") in the original principal amount and dated as indicated on **Attachment 1** attached hereto.
- B. If so indicated on **Attachment 1**, the Note is secured and the security is generally as described on **Attachment 1**.
- C. The Note, any security documents described on **Attachment 1** and any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on **Attachment 1**, are hereinafter collectively referred to as the "Contract" and the Contract is hereby incorporated herein as a part of this Modification Agreement.
- D. Bank and Borrower mutually desire to modify the provisions of the Contract in the manner hereinafter set out, it being specifically understood and agreed that, except as herein modified, the terms and provisions of the Contract and the individual instruments, documents and agreements that make up the Contract shall remain unchanged and the Contract, as herein modified, shall continue in full force and effect as therein and herein written.

NOW, THEREFORE, Bank and Borrower, in consideration of the premises and the sum of One Dollar (\$1.00) to each in hand paid by the other, receipt and sufficiency of which are hereby acknowledged by each, do hereby agree as follows:

Section 1. Modification. The Contract shall be, and the same is, modified in the manner set forth in **Attachment 2**.

Section 2. Effect of Modification. Nothing contained in this Modification Agreement shall in any way impair the security now held for the indebtedness evidenced by the Contract or the lien priority thereof, nor waive, annul, vary or affect any provision, condition, covenant and agreement contained in the Contract, nor affect or impair any rights, powers and remedies under the Contract, except as herein specifically modified to do any one or more of the foregoing. If any provision in this Modification Agreement shall be interpreted or applied by a court or other tribunal with personal and subject matter jurisdiction over the parties hereto and the Contract, as modified, so as to impair the security now held for the indebtedness or lien priority thereof, or do any one or more of any of the foregoing, such provision shall be ineffective to the extent it causes an impairment of such security or the lien priority thereof or causes any of such other consequences, or the application thereof shall be in a manner and to an extent which does not impair such security or the lien priority thereof, or result in the occurrence of any of the other consequences. This Modification Agreement does not extend the expiration dates or enlarge the terms of any property, physical damage, credit and any other insurance written in connection with or financed by said Contract.

Section 3. Financing Statements. Borrower irrevocably authorizes Bank to file such financing statements as may be necessary to protect, in Bank's opinion, Bank's security interests and liens and, to the extent Bank deems necessary or appropriate, to sign the name of Borrower with the same force and effect as if signed by Borrower and to make public in financing statements and other public filings such information regarding Borrower as Bank deems necessary or appropriate, including, without limitation, federal tax identification numbers, social security numbers and other identifying information.

EXHIBIT

G

Section 4. Credit Investigations; Bank's Responsibilities. Bank is irrevocably authorized by Borrower to make and have made such credit investigations as it deems appropriate to evaluate Borrower's credit, personal and financial standing and employment, and Borrower authorizes Bank to share with consumer reporting agencies and creditors its experiences with Borrower and other information in Bank's possession relative to Borrower. Bank shall not have any obligation or responsibility to do any of the following: (1) protect and preserve any collateral and other security given or to be given in connection with the Contract, as herein modified, against the rights of third persons having an interest therein; (2) provide information to third persons relative to the Contract, as herein modified, Bank's liens and security interests in any collateral and other security, or otherwise with respect to Borrower; and (3) subordinate its liens and security interests in any collateral and other security to the interests of any third persons or to enter into control agreements relative to such collateral and other security.

Section 5. Usury. Bank does not intend to and shall not reserve, charge and collect interest, fees and charges under the Contract, as herein modified, in excess of the maximum rates and amounts permitted by applicable law. If any interest, fees and charges are reserved, charged and collected in excess of the maximum rates and amounts, it shall be construed as a mutual mistake, appropriate adjustments shall be made by Bank and to the extent paid, the excess shall be returned to the person making such a payment.

Section 6. Documentary Stamps, etc. To the extent not prohibited by law and notwithstanding who is liable for payment of the taxes and fees, Borrower shall pay, on Bank's demand, all intangible taxes, documentary stamp taxes, excise taxes and other similar taxes assessed, charged and required to be paid in connection with this Modification Agreement, and any future extension, renewal and modification of the Contract, or assessed, charged and required to be paid in connection with any of the loan documents which make up the Contract.

Section 7. Anti-Terrorism. Borrower represents, warrants and covenants to Bank as follows: (1) Borrower (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) Borrower 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) Borrower has not and shall not use all or any part of the extension of credit evidenced by the Note, 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 8. Costs and Expenses. All of the costs and expenses incurred by Bank in connection with this Modification Agreement shall be paid by Borrower upon the request of and at the time of demand for payment thereof made by Bank on Borrower. As used herein, "costs and expenses" 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.

Section 9. Maintenance of Records. Bank is authorized to maintain, store and otherwise retain this Modification Agreement and the other documents constituting the Contract in their original, inscribed tangible forms or records thereof in an electronic medium or other non-tangible medium which permits such records to be retrieved in perceivable forms.

Section 10. Waiver of Jury Trial. Borrower, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Modification Agreement and waives any right to a trial by jury in any action or proceeding arising from or related to the Contract, as herein modified.

Section 11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State whose laws govern the Contract, excepting, however, its conflict of law provisions.

Section 12. Reservation of Rights; Entire Agreement. Bank does hereby reserve all rights and remedies it may have against all parties secondarily liable for repayment of the indebtedness evidenced by the Contract. The Contract, as herein modified, contains the entire agreement of the parties and the undersigned do hereby ratify and confirm the terms of the Contract, all of which shall remain in full force and effect, as modified herein. This Modification Agreement shall be binding upon any assignee and successor in interest of the parties hereto. Borrower waives and will not assert against any transferee and assignee of Bank any claims, defenses, set-offs and rights of recoupment which Borrower could assert against Bank, except defenses which Borrower cannot waive. All references herein to the "Modification Agreement" include any supplemental agreements filed of record to reflect modifications of any of the instruments, documents and other agreements making up the Contract that are of record.

The undersigned have executed this Modification Agreement under seal as of the day and year first above stated.

BANK:

Witness:

RBC BANK (USA)

By: _____
Michael E. Baker
Title: Banking Officer

Print Name: _____

BORROWER:

LIBERTY COTTAGES, LLC

Witness:

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

Elizabeth A. Marko
Print Name: Elizabeth A. Marko

[Consents of the Guarantors are on the following pages]

Section 10. Waiver of Jury Trial. Borrower, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Modification Agreement and waives any right to a trial by jury in any action or proceeding arising from or related to the Contract, as herein modified.

Section 11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State whose laws govern the Contract, excepting, however, its conflict of law provisions.

Section 12. Reservation of Rights; Entire Agreement. Bank does hereby reserve all rights and remedies it may have against all parties secondarily liable for repayment of the indebtedness evidenced by the Contract. The Contract, as herein modified, contains the entire agreement of the parties and the undersigned do hereby ratify and confirm the terms of the Contract, all of which shall remain in full force and effect, as modified herein. This Modification Agreement shall be binding upon any assignee and successor in interest of the parties hereto. Borrower waives and will not assert against any transferee and assignee of Bank any claims, defenses, set-offs and rights of recoupment which Borrower could assert against Bank, except defenses which Borrower cannot waive. All references herein to the "Modification Agreement" include any supplemental agreements filed of record to reflect modifications of any of the instruments, documents and other agreements making up the Contract that are of record.

The undersigned have executed this Modification Agreement under seal as of the day and year first above stated.

BANK:

Witness:

RBC BANK (USA)

By: _____

Michael E. Baker

Title: Banking Officer

Print Name: _____

BORROWER:

LIBERTY COTTAGES, LLC

Witness:

By: _____

Print Name: Deborah Rice-Marko

Title: Member

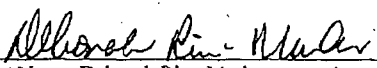
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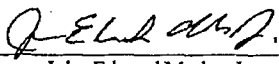
[Consents of the Guarantors are on the following pages]

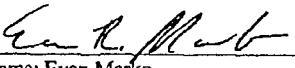
Consent of Guarantors

The undersigned persons hereby consent to the modification of the Contract as provided in the foregoing Modification Agreement ("Agreement") to which this Guarantors' Consent is a part, and also consent to all of the other terms, conditions and provisions of the Agreement. They further agree that their agreements and undertakings with RBC Bank (USA) ("Bank"), or with others on behalf of or for the benefit of Bank, shall remain in full force and effect and they shall remain jointly and severally liable for the payment of the Contract (inclusive of the Agreement), as the same may from time to time be extended, renewed, amended, modified, substituted and replaced, all as provided in her agreements and undertakings with Bank, or with others on behalf of or for the benefit of Bank. The agreements and undertakings referenced in this Guarantors' Consent may include, without limitation, guaranty agreements, deeds of trust, mortgages, deeds to secure debt, security deeds, pledge agreements, security agreements, hypothecation agreements and other types of agreements and undertakings related to securing, guarantying and supporting the Contract or parts thereof and the heading "Guarantors' Consent" does not define the scope of this consent or the categories of persons executing below. The undersigned persons further consent to and authorize the execution and recordation of a Modification Supplement setting forth any or all of the terms of this Modification Agreement.

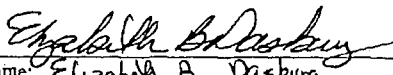
Dated effective as of the date first stated in the Agreement.

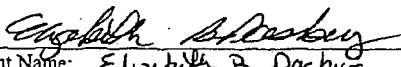

Print Name: Deborah Rice-Marko

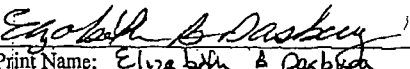

Print Name: John Edward Marko, Jr.


Print Name: Evan Marko

Witness:


Print Name: Elizabeth B. Dasburg


Print Name: Elizabeth B. Dasburg


Print Name: Elizabeth B. Dasburg

Attachment 1
To
Modification Agreement

1. Describe Promissory Note (Date, Original Amount, Current Amount and all Modifications):

That certain promissory note dated March 22, 2007, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), executed by Liberty Cottages, LLC, in favor of RBC Centura Bank, as amended by a Modification Agreement dated February 25, 2008.

2. Describe Security Documents (Type, Date and if recorded, Recording Information):

- A. That certain Mortgage, Assignment of Rents, and Security Agreement dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of RBC Centura Bank, recorded on March 20, 2008, in Book L654, page 631, of the RMC Office for Charleston County, S.C.
- B. That certain Assignment of Leases, Rents and Profits dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of RBC Centura Bank, recorded on March 20, 2008, in Book N654, page 045, in the RMC Office for Charleston County, S.C.

Attachment 2
To
Modification Agreement

The Contract shall be, and the same is, modified as follows:

Section 1. The interest rate is changed by changing the applicable margin over the base index. The margin over the base index is changed from 2.00% to 2.25%, effective as of the date hereof, and after the change the new interest rate will be the LIBOR Base Rate plus 2.25%.

Section 2. The maturity date stated in the Note is changed to December 15, 2009 and to the extent the maturity date is stated in any of the other individual instruments, documents and agreements that make up the Contracts, the maturity date stated therein is changed to the date stated herein.

Section 3. In addition to and not in lieu of the Security Documents referred to in Attachment 1, the Contract shall be secured by the following instruments:

- A. That certain Mortgage, Assignment of Rents, and Security Agreement executed by The Brothers of SC, LLC, successor by merger to The Brothers of NC, LLC, in favor of Bank, dated October 11, 2007, and recorded October 12, 2007, in Book B139, page 715, in the Clerk of Court of Florence County, S.C., as amended by a Modification Agreement dated of even date herewith.
- B. That certain Assignment of Leases, Rents and Profits executed by The Brothers of SC, LLC, successor by merger to The Brothers of NC, LLC, in favor of Bank, dated October 11, 2007, and recorded October 12, 2007, in Book B139, page 738, in the Clerk of Court of Florence County, S.C., as amended by a Modification Agreement dated of even date herewith.
- C. That certain Mortgage executed by Deborah Rice-Marko in favor of Bank dated May 19, 2000, recorded on May 23, 2000, in the RMC Office for Charleston County, South Carolina in Book A348, Page 632, as modified by Modification Agreement Supplement dated March 23, 2006, and recorded in the aforesaid RMC Office on March 27, 2006, in Book O577, page 586, and as modified by a Modification Agreement Supplement dated July 18, 2007, recorded in the aforesaid RMC Office on July 23, 2007, in Book F633, Page 714; and as assumed by Royal Beach Properties, LLC pursuant to an Assignment and Assumption Agreement dated August 26, 2008, between Deborah Rice-Marko and Royal Beach Properties, LLC, and recorded in the aforesaid RMC Office September 4, 2008, in Book 0008, at page 071; and as modified by a Modification Agreement Supplement dated August 26, 2008, and recorded in the aforesaid RMC Office in Book 0008, page 072, and as amended by a Modification Agreement dated of even date herewith..
- D. That certain Mortgage, Assignment of Rents, and Security Agreement dated November 9, 2007, and executed by ROA, LLC, in favor of Bank, recorded on November 14, 2007, in Book A644, page 387, in the RMC Office for Charleston County, S.C., as amended by a Modification Agreement dated of even date herewith.
- G. That certain Assignment of Leases, Rents and Profits dated November 9, 2007, and executed by ROA, LLC, in favor of Bank, recorded on November 14, 2007, in Book B644, page 505, in the RMC Office for Charleston County, S.C., as amended by a Modification Agreement dated of even date herewith.

Section 4. In addition to and not in lieu of the Events of the Default set forth in the Contract, each of the following shall constitute an Event of Default under the Contract, including without limitation the Note:

- A. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by ROA, LLC in favor of Bank, including without limitation (i) that certain promissory note dated June 24, 2005, in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, and as amended by a Modification Agreement dated March 22, 2007, as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith; and (ii) that certain promissory note dated November 9, 2007, in the face amount of Three Million Nine Hundred Twenty Thousand and 00/100 Dollars (\$3,920,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, as amended by a Modification Agreement dated of even date herewith.
- B. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by USS Clarksville, LLC in favor of Bank, including without limitation that certain Promissory Note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, and as amended pursuant to a Modification Agreement dated March 22, 2007, as further amended by a Modification Agreement dated February 25, 2008, and as further amended by this Modification Agreement.
- C. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Borrower in favor of Bank, including without limitation the Note, as amended by this Modification Agreement.
- D. The occurrence of an Event of Default under and as defined in that certain promissory note dated October 11, 2007, in the original principal amount of Four Million Nine Hundred Thousand and 00/100 Dollars (\$4,900,000.00), executed by The Brothers of SC, LLC, in favor of Bank, as amended by a Modification Agreement dated of even date herewith, or under any and all extensions, renewals or further modifications thereof.
- E. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Royal Beach Properties, LLC in favor of Bank, including without limitation that certain commercial note dated May 19, 2000, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended and increased to Three Million Two Hundred Sixty-Two Thousand Five Hundred and No/100 Dollars (\$3,262,500.00) pursuant to a Modification Agreement dated March 23, 2006, and as further amended pursuant to a Modification Agreement dated August 30, 2006, and as further amended pursuant to a Modification Agreement dated July 18, 2007, as assumed by Royal Beach Properties, LLC, pursuant to an Assignment and Assumption Agreement dated August 26, 2008, between Deborah Rice-Marko, as assignor, Royal Beach Properties, LLC, as assignee, and Bank, and as further amended by a Modification Agreement dated of even date herewith.
- F. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Deborah Rice-Marko in favor of Bank, including without limitation that certain promissory note dated January 11, 2007, in the face amount of Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended by a Modification Agreement dated of even date herewith.

Bank Use Only:	Customer Number _____
	Account Number _____

RBC Bank

Amended and Restated Promissory Note (Variable Rate - NPF)

\$1,271,220.00

Charleston, South Carolina
July 15, 2011

This Note amends and restates that certain Commercial Promissory Note dated March 22, 2007, made by Borrower in favor of Bank (as successor in interest to RBC Centura Bank) in the original principal amount of \$2,500,000 (as amended, modified, replaced or restated prior to the date hereof, the "Original Note")

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to RBC BANK (USA) ("Bank"), or order, the principal sum of One Million Two Hundred Seventy-One Thousand Two Hundred Twenty and 00/100 Dollars (\$1,271,220.00), together with interest, fees, premiums, charges and costs and expenses as set forth in this Note. Payments by Borrower under this Note will be made as provided in this Note and will be payable at any banking office of Bank in the city or town indicated above, or such other place as the holder of this Note may designate.

Interest Rates

Except as provided below, prior to maturity of this Note, interest will accrue on the unpaid principal of this Note at the greater of (1) the Minimum Interest Rate and (2) an interest rate per annum equal to four percent (4.0%) plus the LIBOR Base Rate. The "LIBOR Base Rate" is the London Interbank Offer Rate for U.S. Dollars for a term of one month which appears on Bloomberg Professional screen BBAM (or any generally recognized successor method or means of publication) as of 11:00 a.m., London time, two (2) London business days prior to the day on which the rate will become effective. The rate for the first month or part thereof will initially become effective on the date of the Note as shown on the face hereof. Thereafter, the rate will change and a new rate will become effective on the first calendar day of each succeeding month. If for any reason the London Interbank Offer Rate is not available, then the "LIBOR Base Rate" shall mean the rate per annum which banks charge each other in a market comparable to England's Eurodollar market on short-term money in U.S. Dollars for an amount substantially equivalent to the principal amount due under this Note as determined at 11:00 A.M., London time, two (2) London business days prior to the day on which the rate will become effective, as determined in Bank's sole discretion. Bank's determination of such interest rate shall be conclusive, absent manifest error.

Upon the occurrence of an Event of Default, but prior to maturity of this Note, at Bank's option, interest will accrue on the unpaid principal of this Note at the Default Rate. After maturity of this Note, until this Note is paid in full, interest will accrue on the unpaid principal of this Note, and all unpaid interest, fees, premiums, charges and costs and expenses, at the Default Rate. The "Default Rate" is three percent (3.0%) per annum over the rate otherwise in effect on the date of such default.

This is a variable rate note with a Minimum Interest Rate. The rates at which interest accrues under this Note may change from time to time. Any changes in the interest accrual rates will equal changes in the variable rate index to which such interest rates are tied. But, the rates at which interest accrues under this Note and the rates at which interest accrues under the other Loan Documents will not, at any time, be less than the Minimum Interest Rate, even if a change in the aforementioned variable rate index would result in lower interest rates. Bank will not have any obligation to notify Borrower of adjustments in any interest rates under this Note or any of the other Loan Documents. Adjustments to any rate of interest will be effective on the date of the change in the variable rate index, as determined by Bank.

All interest payable under this Note will be calculated monthly and will accrue daily on the basis of the actual number of calendar days elapsed and a year of three hundred sixty (360) calendar days. All accrual rates of interest under this Note will be contract rates of interest, whether a pre-default rate or a default rate, and

to contract rates in any Loan Documents executed and delivered by Borrower or others to Bank in connection with this Note will be to such contract rates.

Payment Terms

Prior to maturity of this Note, principal and interest will be paid as set forth in the Forbearance Agreement (hereinafter defined) until July 15, 2013 (the "Maturity Date"), when one final payment of the entire balance of principal, interest, fees, premiums, charges and costs and expenses then outstanding on this Note will be due and payable in full.

If Borrower has authorized Bank, or in the future authorizes Bank, in writing, to automatically draft Borrower's payments under this Note, then on each payment date Bank will draw or debit from the demand deposit account or other account Borrower has designated for such purpose, as shown on Bank's records, the amount of the payment then owing, and Bank will draw or debit from such designated account any other amounts Borrower then owes Bank under this Note and under any of the other Loan Documents. Bank generally will provide Borrower approximately ten (10) calendar days prior notice of each draw or debit, but Bank's failure to provide Borrower prior notice will not limit, negate or otherwise affect Bank's right to draw or debit, or Borrower's obligation to have sufficient available funds on deposit at the time Bank draws or debits Borrower's account. Bank's right to draw upon or debit Borrower's account will not relieve Borrower of its repayment obligations under this Note and the other Loan Documents, and the lack of available funds to pay the amount due at the time Bank draws upon or debits Borrower's account will be an Event of Default.

Payments made under this Note will be applied in such order as Bank, in its discretion, determines appropriate, unless applicable law mandates a specific order for application of payments. Payments received on a day other than a Business Day will be deemed received by Bank on the immediately following Business Day and payments received after 2:00 p.m. (local time in the place designated above for payment) on any Business Day will be deemed received by Bank on the next Business Day.

This Note may be prepaid in whole, or in part, at any time without any fee or premium.

Supporting Documents

Borrower, certain Affiliates of Borrower, and Bank have entered into a Forbearance Agreement (the "Forbearance Agreement") dated as of the date of this Note. The terms of the Forbearance Agreement are incorporated into this Note. Capitalized terms used herein but not defined have the meaning given to such terms in the Forbearance Agreement.

This Note is secured by the Security Documents. The Security Documents include but are not limited to the following Mortgages (as amended or modified from time to time): (i) Mortgage, Assignment of Rents and Security Agreement dated November 18, 2005, made by Evelyn D. Rice in favor of the Bank and recorded in Book 5046, Page 049, Dorchester County Registry; (ii) Mortgage, Security Agreement and Financing Statement dated June 24, 2005, made by 1031, LLC, Exchange Accommodation Title Holder for ROA, LLC, in favor of the Bank and recorded in Book S 544, Page 714, Charleston County Registry; (iii) Mortgage, Assignment of Rents and Security Agreement dated November 9, 2007, made by ROA, LLC in favor of the Bank and recorded in Book A 644, Page 387, Charleston County Registry; (iv) Mortgage dated May 19, 2000, made by Deborah Rice-Marko in favor of the Bank and recorded in Book A 348, Page 632, Charleston County Registry; (v) Mortgage and Security Agreement dated August 7, 2001, in favor of the Bank and recorded in Book 2778, Page 0676, Horry County Registry; and (vi) Mortgage, Assignment of Rents and Security Agreement dated October 11, 2007, made by The Brothers of SC, LLC in favor of the Bank and recorded in Book B 139, Page 0715, Florence County Registry. The following is a general reference to the real property encumbered by such Mortgages: (i) 12,600 sq. ft. retail building located in North Charleston, SC; (ii) 33 age-restricted lots located in Mount Pleasant, SC; (iii) Approximately 9,075 sq. ft. office building located on King Street, Charleston, SC; (iv) Ocean front lot at Kiawah Island, SC; (v) Ocean front lot at Myrtle Beach, SC; and (vi) Office building located in Florence, SC.

Late Charges and Expenses

Borrower agrees to pay, upon demand by Bank, for each payment past due for fifteen (15) or more calendar days, a late charge in an amount equal to the lesser of (1) five percent (5%) of the amount of the payment past due or (2) the maximum percentage of the payment past due permitted by applicable law, or the maximum amount if not expressed as a percentage.

If this Note is not paid in full whenever it becomes due and payable, Borrower agrees to pay all of Bank's costs and expenses of collection, including reasonable attorneys' fees. Borrower hereby stipulates that reasonable attorneys' fees will be fifteen percent (15%) of the balance of principal, interest, fees, premiums, charges and costs and expenses outstanding at the time this Note becomes due and payable in full.

Default and Acceleration

Any one or more of the following will constitute an "Event of Default" under this Note: (1) the failure of Borrower to pay when due any payment described herein, whether principal, interest, fees, premiums, charges or costs and expenses; (2) the breach by Borrower of any of its non-payment obligations under this Note; (3) the occurrence of an Event of Default under Forbearance Agreement, any of the Security Documents or any of the other Loan Documents; (4) the termination or attempted termination, in whole or in part as to present or future obligations, of any guaranty of, or other supporting obligation for the Loan that has been given or that may be given in the future by any Person; or (5) the occurrence of a default or an event of default under any other indebtedness or obligation now owing or in the future owing by Borrower to Bank and the failure of such default to be cured within any applicable grace period.

Upon the occurrence of an Event of Default, (1) the entire unpaid principal balance of this Note and all interest, fees, premiums, charges, costs and expenses owing and to be owing under this Note, will, at the option of Bank, become immediately due and payable, without notice or demand, and (2) the Bank may, both before and after acceleration, exercise any of and all of its other rights and remedies under this Note and the other Loan Documents, as well as any additional rights and remedies it may have at law or in equity. The failure by Bank to exercise any of its options will not constitute a waiver of the right to exercise same in the event of any subsequent Default or Event of Default.

General Terms

This Note amends and restates the terms of the Original Note. This amendment and restatement is not intended by the parties to be, nor shall it be construed as, a novation, termination, waiver, release, satisfaction, accord or accord and satisfaction of the Original Note or the indebtedness evidenced thereby. This Note is secured by all liens, security interests, assignments, pledges, rights and remedies securing the Original Note and evidences all indebtedness previously advanced and unpaid under the Original Note.

Borrower waives presentment, demand, protest and notice of dishonor.

Time is of the essence for the performance of all of Borrower's covenants and agreements set forth in this Note, including its payment obligations under this Note.

Payment of this Note in whole or in part, or any other partial or full satisfaction or discharge of Borrower or Borrower's obligations under this Note, will not release or otherwise terminate any of the security interests or liens created by any of the Security Documents, or entitle any Person to a release or termination thereof; the terms of each Security Document will be determinative of when and the conditions under which any of the security interests or liens created by such Security Document will be released or otherwise terminated.

This Note will be governed by the substantive laws of the State of South Carolina, excluding, however, the conflict of law and choice of law provisions thereof. Borrower submits to the jurisdiction of either the state courts of the jurisdiction whose laws govern this Note, or a United States District Court for any federal district in such jurisdiction, over any action or proceeding arising from or related to this Note; and, Borrower irrevocably waives the defense of improper venue or an inconvenient forum.

Each provision of this Note will be interpreted in a manner so as to be valid under applicable law, but if any provision of this Note is held invalid under such law by a court or other tribunal of competent jurisdiction, the provision will be ineffective to the extent of such invalidity without invalidating the remainder of such provision or the remaining provisions of this Note, or the application thereof will be in a manner and to an extent permissible under applicable law.

If the rate at which interest accrues under this Note exceeds at any time the maximum contract rate which may be charged to or collected from Borrower on the Loan under applicable law, or if any fees, premiums, charges or costs and expenses assessed against or collected from Borrower exceed those permitted by law, then ipso facto the same will be reduced to the limits prescribed by law; and, if Bank receives any interest, fees, premiums, charges or costs and expenses in excess of any limits prescribed by law, such excess will be applied to the reduction of the

principal balance owing under this Note in the inverse order of its maturity, even if not then due, or at the option of Bank, paid to Borrower.

Borrower, to the extent permitted by law, waives any right to a trial by jury in any action or proceeding arising from or related to this Note.

This Note will apply to and bind Borrower's successors and assigns. At any time or times and without notice to Borrower or any other Person, Bank may sell one or more participations in the Loan and may assign this Note in whole or in part; and, this Note will apply to, be binding upon and inure to the benefit of each one of and all of Bank's participants, successors and assigns, including any Person that may administer or service this Note for any holder of this Note or any participants in the Loan. Bank may disclose financial and other information concerning Borrower and any other Person obligated on the Loan to any participant or prospective participant, and to any assignee or prospective assignee.

This Note and the other Loan Documents contain the entire/final agreement between Borrower and Bank relative to the Loan. Bank will be under no obligation to extend, renew or refinance the Loan at its maturity or at any time prior or subsequent thereto, or amend, modify or change any provision of this Note. This Note and any of the rights and remedies of any of the parties to this Note may not be changed or waived orally, but only by an agreement in writing signed by the party against whom enforcement of any change or waiver is sought.

Anti-Money Laundering

Borrower represents and warrants to Bank as follows: (1) Borrower is not and will not be a Person whose property or interest in property is blocked or subject to blocking pursuant to applicable laws; (2) Borrower is not and will not be a Person on the list of Specially Designated Nationals and Blocked Persons and Borrower is not and will not be subject to any limitations or prohibitions under any regulations or orders of the U.S. Department of Treasury's Office of Foreign Assets Control; and (3) Borrower is and will remain in compliance with and does not and will not engage in any dealings or transactions prohibited by applicable laws, including the USA Patriot Act, the Trading with the Enemy Act or the U.S. Foreign Corrupt Practices Act of 1977, all as amended.

Definitions

In this Note: (1) "Borrower" refers to all signatories of this Note collectively and severally, as the context of this Note requires, and all signatories of this Note will be and the same are jointly and severally liable hereunder; (2) "Loan" refers to the loan or other credit facility evidenced by this Note; (3) "Loan Documents" refers to this Note, the Forbearance Agreement, the Security Documents, the "Loan Documents" as defined in the Forbearance Agreement, and all other documents and agreements executed/delivered to Bank, or others on Bank's behalf, in connection with this Note or the Loan, and all of the Loan Documents will be applied and enforced in harmony with each other to the end that the Bank fully realizes its rights and benefits under each and all of the Loan Documents, including full payment and satisfaction of all indebtedness and obligations evidenced by or secured by each and all of the Loan Documents; (4) "maturity of this Note" refers to the date on which payment of the entire balance of principal then outstanding on this Note becomes due and payable in full, whether on the Maturity Date, by acceleration or otherwise; (5) "Minimum Interest Rate" means four percent (4.00%) per annum, which is the lowest per annum rate at which interest will accrue under this Note and under the other Loan Documents; (6) "Note" refers to this Amended and Restated Promissory Note; (7) "Person" is defined in the Forbearance Agreement; (8) "Security Documents" refers to the Security Documents as defined in the Forbearance Agreement and includes supporting obligations which reference that they secure this Note or reference that they secure all obligations of Borrower to Bank, and includes all Security Documents and supporting obligations shown on Bank's records as being Security Documents or supporting obligations that secure this Note, whether or not such Security Documents or supporting obligations correctly or accurately refer to this Note; (9) the singular includes the plural and vice versa; (10) words in the neuter gender include any gender; (11) "including" means "including but not limited to"; (12) "and" may have a joint meaning or a several meaning and "or" may have an inclusive meaning or an exclusive meaning; and (13) the word "all" includes "any" and the word "any" includes "all".

EXECUTED under SEAL by the undersigned as of the day and year first above stated.

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.

LIBERTY COTTAGES, LLC

By: *Delorah R. - Mark* [SEAL]
Name:
Title:

Customer No. 2059533

Note Number _____

Draw Number _____

RBC Centura

UNCONDITIONAL GUARANTY AGREEMENT (Single Loan)

THIS SINGLE LOAN GUARANTY AGREEMENT ("Guaranty Agreement"), entered into as of the 22nd day of March, 2007, by DEBORAH RICE-MARKO ("Guarantor", whether one or more), with a mailing address of 32 South Battery, Charleston, South Carolina 29401, to RBC CENTURA BANK ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220.

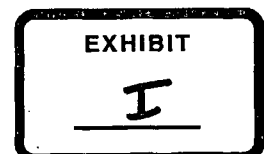
A. LIBERTY COTTAGES, LLC, a South Carolina limited liability company ("Customer", whether one or more) desires to obtain a loan or other extension of credit from Bank.

B. Bank is willing to make the loan or otherwise extend credit to Customer, but has conditioned the making of the loan or other extension of credit on Guarantor executing and delivering to Bank this Guaranty Agreement.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Bank to make the loan and to otherwise extend the credit requested by Customer, Guarantor, jointly and severally, if more than one, hereby absolutely and unconditionally guarantees to Bank, its successors and assigns: (1) the punctual payment when due (whether by acceleration or otherwise) of all outstanding principal under Customer's promissory note (the "Note") dated of even date herewith in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), executed by Customer in favor of Bank, as amended by a Modification Agreement between Customer and Bank dated of even date herewith, together with all due and unpaid interest (to include default interest), finance charges, late payment fees and other fees and charges, prepayment premiums and all costs and expenses (to include reasonable attorneys' fees and fees of legal assistants, reasonable fees of accountants, appraisers, adjusters, engineers, surveyors or other professionals employed or retained by and on behalf of Bank, and intangible personal property taxes, documentary stamp taxes, excise taxes and other similar taxes) payable and to be payable thereunder, and incurred and to be incurred in connection therewith (the "Credit Agreement"); (2) the punctual payment and performance by Customer and other persons of all of their covenants, agreements and obligations under any security agreements, deeds of trust, mortgages, security deeds, trust deeds, deeds to secure debt, pledge agreements, assignments, commitments, loan agreements and other agreements, statements and records executed and delivered to Bank or others on Bank's behalf in connection with the indebtedness evidenced by the Credit Agreement (the Credit Agreement and the other agreements and documents executed and delivered in connection with the Credit Agreement shall be referred to herein collectively as the "Loan Documents", and the Loan Documents may be in a written or tangible medium, electronic medium or some other medium and includes all renewals, extensions, amendments, modifications, replacements and substitutions thereof and therefor); and (3) the punctual payment of any and all sums advanced and paid by Bank, at its option, under the Loan Documents, including, but not limited to, sums advanced and paid by Bank for taxes and insurance premiums and sums advanced and paid by Bank to protect any collateral and other security given for said indebtedness (all of the foregoing, including, without limitation, the principal, interest, fees, charges, premiums and costs and expenses under the Credit Agreement, Customer's and other persons' covenants, agreements and obligations and the sums advanced and paid by the Bank, being hereinafter collectively termed "Obligations of Customer").

In order to implement the foregoing and as additional inducements to Bank, Guarantor further covenants and agrees:

Section 1. Guaranty of Payment. This guaranty is and shall remain an unconditional guaranty of payment and



performance and not a guaranty of collection, shall remain in full force and effect irrespective of any interruption in the business and other dealings and relations of Customer with Bank and shall apply to and guarantee the due and punctual payment and performance of all Obligations of Customer due by Customer to Bank and as otherwise provided herein. To that end, Guarantor hereby expressly waives (1) any right to require Bank to bring any action against Customer, (2) any right to require Bank to bring any action against any other person, (3) any right to require Bank to recover from any collateral and other security, and (4) any right to require Bank to recover from any balance of any deposit or other account on the books of Bank in favor of Customer or any other person through set-off, recoupment or otherwise; and, without limiting the generality of the foregoing, Guarantor herewith expressly waives any right Guarantor otherwise might have or might have had under the provisions of Section 26-7 of the North Carolina General Statutes, et seq. or other North Carolina laws to require Bank to attempt to recover against Customer and to realize upon any collateral and other security which Bank holds for the Obligations of Customer.

Section 2. Guaranties Not Dependent. The obligation of any Guarantor executing this Guaranty Agreement is not and the same shall not be dependent upon the subsequent execution hereof by any other person. And, the termination of guaranty by one or more Guarantors, or the release, settlement or compromise by Bank from time to time and at any number of times with respect to any one or more Guarantors, shall not affect the obligations and liability of the remaining Guarantors hereunder, and as to the remaining Guarantors, this Guaranty Agreement shall continue in effect as if such Guarantors had been the only Guarantors executing this Guaranty Agreement.

Section 3. Guaranty Not Diminished by Bank's Actions.

3.1. Failure to Perfect Liens. Guarantor agrees that Guarantor's liability hereunder shall not be diminished by any failure on the part of Bank to perfect and continue perfection of (by filing, recording or otherwise) any lien and security interest it may now have or hereafter acquire in any property securing this Guaranty Agreement or the Obligations of Customer.

3.2. Release or Surrender of Rights. Guarantor covenants and agrees that Bank may at any time, and from time to time, in its sole discretion, do or cause to be done any one or more of the following: (1) renew, extend and otherwise change the time, manner, place and terms of payment of any and all of the Obligations of Customer, and otherwise modify the Obligations of Customer; (2) grant indulgences generally from time to time to Customer and any other person liable for the Obligations of Customer; (3) exchange, release and surrender any and all of the collateral and other security, or any part thereof or interest therein, by whomsoever deposited, given or made, which is or may hereafter be held by Bank or others on its behalf, or in which it has a lien and security interest in connection with any and all of the Obligations of Customer and any liabilities and obligations of Guarantor hereunder; (4) sell and otherwise dispose of, and purchase all or parts of, or interests in, such collateral and other security at public and private sale, or to or through any securities intermediary or other person, and after deducting all costs and expenses of every kind for collection, preparation for sale, sale and delivery, the net proceeds of any such sales and other dispositions may be applied by Bank toward payment and satisfaction of the Obligations of Customer, in such order as Bank in its discretion may elect, or in such order as Bank may be required to apply the proceeds under applicable law -- if applicable law directs a specific manner of application of proceeds; or (5) settle and compromise with the Customer, any insurance carrier and any other person liable thereon, any and all of the Obligations of Customer, or subordinate the payment of all and any part of same to the payment of any other debts and claims which may at any time be due and owing to Bank or any other persons, all in such manner and upon such terms as Bank may deem proper or desirable, and without notice to or further assent from Guarantor, it being agreed that Guarantor shall be and remain bound by this Guaranty Agreement irrespective of the existence, value and condition of any collateral and other security, or the impairment of any collateral and other security (to include, without limitation, impairment due to any failure to perfect or continue perfection of a lien and a security interest and any other act or inaction by Bank or other persons relative to the administration of this Guaranty Agreement, the Obligations of Customer and any collateral and other security), or the unenforceability of any of the Obligations of Customer or the discharge and release of Customer from liability for any of the Obligations of Customer and notwithstanding any such change, exchange, settlement, compromise, surrender, release, failure to perfect or continue perfection and other act or inaction relative to administration, sale and other disposition, application, renewal or extension and notwithstanding also that the Obligations of Customer may at any time exceed the aggregate principal sum hereinabove prescribed (if any such limiting sum appears). If Bank should request Guarantor to consent to any of the foregoing, such request by Bank or consent by Guarantor shall not constitute a

waiver by Bank of the provisions of this Section which permit such actions without Guarantor's consent, nor of any other provision of this Guaranty Agreement relating to acts and inactions of Bank and such request or consent shall not create a course of dealing between Bank and Guarantor that would require the consent of Guarantor to any of the foregoing in the future. Furthermore, this Guaranty Agreement shall not be construed to impose any obligation on Bank to extend or continue to extend credit, to otherwise deal with Customer at any time, or to take or refrain from taking any acts relative to the administration of any of the Obligations of Customer and any collateral and other security for the Obligations of Customer or this Guaranty Agreement.

3.3. Waiver of Default; Forbearance. No waiver by Bank of any default by Guarantor or Customer, or forbearance with respect to any default by either, shall operate as a waiver of any other default or of the same default on a future occasion – or require the forbearance with respect thereto – and no waiver or forbearance by Bank shall limit Guarantor's liability under this Guaranty Agreement or negatively affect the validity and enforceability of this Guaranty Agreement in accordance with its stated terms.

Section 4. Set-off; Application of Payments; Security.

4.1. Set-off on Service of Process. If any process is issued or ordered to be served upon Bank, seeking to seize Customer's or Guarantor's rights or interests in any deposit account, such deposit account shall be deemed to have been and shall be set-off against any and all Obligations of Customer or all obligations and liabilities of Guarantor hereunder, as applicable, as of the time of the issuance of any such writ or process, whether or not Customer, Guarantor or Bank shall then have been served with notice thereof.

4.2. Application of Moneys and other Value. All moneys and other things of value available to and received by Bank for application toward payment of (or reduction of) the Obligations of Customer may be applied by Bank to such individual debts, liabilities, obligations and claims in such manner, and apportioned in such amounts and at such times, as Bank, in its sole discretion, may deem suitable or desirable, or in such order as Bank may be required to apply the money or other things of value under applicable law – if applicable law directs a specific manner of application.

4.3. Security; Set-off. As security for any and all liabilities of Guarantor hereunder, now existing and hereafter arising, Guarantor hereby grants Bank a security interest in any and all moneys, furniture, fixtures, equipment, inventory, documents, investment property, financial assets, promissory notes and other instruments, chattel paper, accounts, payment intangibles and other general intangibles, deposit accounts, supporting obligations, including guarantees, letters-of-credit and letters-of-credit rights and any and all other forms of property and things of value (real, personal or mixed) and any right, title and interest of Guarantor therein and thereto and the proceeds thereof, which have been and may hereafter be deposited or left with Bank (or with any agent or other third person acting on Bank's behalf) by or for the account or credit of Guarantor, including, without limitation, any property in which Guarantor may have an interest. Furthermore, where any obligation of Guarantor is due and unpaid Bank hereunder, Bank is herewith authorized to exercise its right of set-off or "bank lien" as to any demand, checking, time, savings, and other deposit accounts of any nature maintained in and with it by Guarantor, without advance notice. Such right of set-off shall also be applicable and exercised by Bank, in its sole discretion, where Bank is indebted to any Guarantor by reason of any certificate of deposit, bond, instrument or otherwise. Bank also is granted and shall otherwise have recoupment rights and may exercise such recoupment rights where any obligation of Guarantor is due and unpaid to Bank hereunder. If Guarantor or others have executed and delivered to Bank any separate deeds of trust, mortgages, security deeds, deeds to secure debts, trust deeds, security agreements, assignments or other security documents in connection with this Guaranty Agreement, the property and property rights therein described shall secure this Guaranty Agreement and Guarantor's payment and performance obligations hereunder to the extent and all as provided herein and in said separate security documents. If Guarantor or others have so executed and delivered security documents as aforesaid, some or all of them may be listed or described on Exhibit A attached hereto, but, the failure of any or all of such security documents to be listed or described thereon shall not limit this Guaranty Agreement, the effectiveness and enforceability of any security documents not listed or described on Exhibit A and the liabilities of Guarantor and others hereunder or under such security documents.

Section 5. Financial Information on Guarantor; Bank's Records Controlling. Guarantor shall provide Bank with

such financial information as Bank may from time to time request. Any statement of account or records that bind the Customer shall be binding against the Guarantor and the records of Bank maintained in the ordinary course of its business with respect to the Obligations of Customer shall be binding on Guarantor in all respects, including, without limitation, the extent and nature of the Obligations of Customer and the liabilities of Guarantor under this Guaranty Agreement.

Section 6. Customer's Organization Status.

6.1. Authority of Customer's Officers and Employees. If Customer is not an individual but a registered organization or other form of organization, this Guaranty Agreement covers all Obligations of Customer purporting to be created or undertaken on behalf of such organization by any one or more shareholder, director, officer, executive, employee, partner, manager, member or agent of such organization, without regard to the actual authority of any such person, whether or not organization resolutions, proper or otherwise, are given by any Customer to Bank, and whether or not such purported organizations are legally chartered, registered or organized.

6.2. Change in Legal Status. In the event of a change in, or amendment or modification of the legal status or existence of the Customer, this Guaranty Agreement shall continue and shall also cover the indebtedness of the Customer under the new or amended status, according to the terms hereof guaranteeing the obligations of the original Customer.

Section 7. Guarantor's Waiver of Rights.

7.1. Subordination of Customer's Debts to Guarantor. In the event that Guarantor shall pay any sums under this Guaranty Agreement, or in the event that Customer or any owner of property in which Bank has been granted a lien or security interest to secure the Obligations of Customer is now or shall hereafter become indebted to Guarantor, Guarantor agrees (1) that the amount of such indebtedness and all interest thereon shall at all times be subordinate as to lien, times of payment and in all other respects to all sums at any time owing to Bank with respect to the Obligations of Customer, (2) that Guarantor shall not be entitled to enforce or receive payment on account of such other indebtedness until all sums owing to the Bank have been paid in full and (3) that to the extent Guarantor does enforce or receive payment in contravention of Guarantor's agreement hereunder, all moneys, property and other things of value received by Guarantor and others on Guarantor's behalf shall be held by Guarantor and such other persons in trust for Bank and for the account of Bank and the same shall be paid or delivered to Bank immediately upon request therefor by Bank.

7.2. Reinstatement of Obligations of Customer. Guarantor agrees that in the event any judgment or any court order or any administrative order for turnover or recovery is entered against Bank (whether by consent, compromise, settlement or otherwise) for, or Bank is required or agrees to repay (1) the amount of any monetary payment or transfer of any property (whether real, personal or mixed, tangible or intangible, or the value thereof) made to Bank by or on behalf of the Customer or Guarantor for credit to the Obligations of Customer, or (2) the amount of any set-off or recoupment exercised by Bank and credited to Obligations of Customer, then in such event (and notwithstanding the prior discharge or satisfaction in whole or in part of any or all Obligations of Customer due Bank or the written or stamped notation of cancellation, release, or satisfaction affixed to this Guaranty Agreement or any instrument of indebtedness evidencing the Obligations of Customer, or any prior notice of the termination of this Guaranty Agreement as to future debts of Customer) the amount or value of any such payments, property, set-off and recoupment recovered from Bank shall be deemed to be Obligations of Customer and this Guaranty Agreement and the liabilities of Guarantor hereunder shall be automatically revived and reinstated and shall continue and remain in full force and effect as to the same, together with interest thereon from date of recovery at the rate applicable to the Obligations of Customer to which any such payments, transfers and set-off were credited, costs of court, and the reasonable attorneys' fees incurred by Bank in connection therewith.

7.3. Waiver of Subrogation. Guarantor expressly waives, for Bank's benefit and the benefit of Customer and any other guarantor, maker, endorser, obligor and debtor on the Obligations of Customer, any and all rights of recourse against Customer, and any other guarantor, maker, endorser, obligor and debtor on the Obligations of Customer, and property and assets of the same, arising out of any payment made under or pursuant to this Guaranty

Agreement, including any claim of subrogation, reimbursement, exoneration, contribution and indemnity that Guarantor may have against the Customer, any other guarantor, maker, endorser, obligor and debtor on the Obligations of Customer. Guarantor will not enter into any contract or agreement in violation of the provisions hereinabove, and any such purported contract or agreement shall be void ab initio.

Section 8. Events of Default; Remedies.

8.1. Events of Default. Guarantor shall be in default under this Guaranty Agreement upon the happening of any of the following events, circumstances and conditions, 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, to wit:

(a) default in the payment or performance of any of the obligations or of any covenant, warranty or liability contained or referred to herein, or contained in any other contract, agreement or record of Customer or Guarantor with Bank, whether now existing or hereafter arising;

(b) any warranty, representation or statement made or furnished, or hereafter made or furnished, to Bank or others for the benefit of Bank, by or on behalf of Customer or Guarantor, in connection with this Guaranty Agreement, or to induce Bank to extend credit or deal with Customer or Guarantor or otherwise with respect to the Obligations of Customer proving to have been false or inaccurate in any material respect when made or furnished;

(c) the death or mental incompetency of a Guarantor or Customer who is an individual and the dissolution, liquidation, termination of existence, merger or change in control of or in a Guarantor or Customer that is a registered organization or other organization;

(d) insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any state or federal bankruptcy or insolvency laws by or against Guarantor or Customer;

(e) failure of a Customer or Guarantor that is a registered organization to maintain its existence in good standing;

(f) the entry of any monetary judgment or the assessment or filing of any tax lien against either Customer or Guarantor or the issuance of any writ of garnishment or attachment against any property of, debts due or rights of Customer or Guarantor, to specifically include the commencement of any action or proceeding to seize moneys of Customer or Guarantor on deposit in any deposit account with Bank;

(g) if Customer or Guarantor is a registered organization or other organization, the default in the payment or performance of any indebtedness or other obligation which is now owing to Bank or any indebtedness or other obligation which arises in the future and is owing to Bank by any subsidiary of Guarantor or the Customer; or

(h) if Bank should otherwise deem itself, any security interests, its collateral or other security, or the Obligations of Customer guaranteed hereby and hereunder or the liability of Guarantor hereunder unsafe or insecure, or should Bank, in good faith, believe that the prospect of payment or other performance by Customer or Guarantor is impaired.

8.2. Remedies. Upon the occurrence of any of the foregoing events, circumstances or conditions of default set forth in Section 8.1 above, at Bank's option, all of the obligations evidenced and created in this Guaranty Agreement and secured or guaranteed hereby shall immediately be due and payable without demand or notice. Furthermore, whether or not Bank accelerates the aforesaid obligations because of the occurrence of an event of default, Bank may exercise, and cause to be exercised by others on its behalf, all of the rights and remedies granted hereunder that may be exercisable by Bank upon the occurrence of an event of default, all of the rights or remedies of a secured party or holder-in-due course under the Uniform Commercial Code in the jurisdiction whose laws

govern this Guaranty Agreement, as the same is in effect from time to time, and all rights and remedies otherwise afforded in law and in equity under other laws of the aforementioned jurisdiction.

Section 9. Miscellaneous.

9.1. Anti-Money Laundering and Anti-Terrorism. Guarantor represents, warrants and covenants to Bank as follows: (1) Guarantor (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) Guarantor 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) Guarantor 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 of Customer, 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.

9.2. No Effect on Other Guaranties. This Guaranty Agreement does not terminate, cancel, supersede, renew or substitute for any existing guaranty or other supporting obligation to Bank by any Guarantor, unless expressly provided herein, and the execution and delivery hereafter to Bank by any Guarantor of a new guaranty and other supporting obligation shall not terminate, cancel, supersede, or be a renewal or substitution for this Guaranty Agreement, unless expressly provided therein, and all rights and remedies of Bank hereunder, under any other existing guaranty agreement and other supporting obligation, and under any guaranty agreement and other supporting obligation hereafter given to Bank by any Guarantor shall be cumulative and may be enforced singly, successively, alternately and concurrently.

9.3. No Reliance by Guarantor on Bank. Guarantor warrants and covenants that Guarantor has made such inquiries as Guarantor deems necessary in order to ascertain the financial condition of Customer, and has, in fact, ascertained the financial condition of Customer and is satisfied with such financial condition, that Guarantor has adequate means to obtain from Customer, on a continuing basis, information concerning the financial condition of Customer, and that Guarantor has not relied, and will not rely, on Bank to provide such information, now or in the future. The relationship of Bank to Guarantor 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 Guarantor and no such relationship shall be drawn or implied from (1) this Guaranty Agreement and any security documents relative to this Guaranty Agreement, (2) the Obligations of Customer and any of the Loan Documents and (3) any of Bank's actions or inactions hereunder or thereunder, or with respect hereto or thereto – and, Bank has no obligation to Guarantor and any other person relative to administration of the Obligations of Customer, the Loan Documents, this Guaranty Agreement and any collateral and other security for any of the foregoing, or any part or parts thereof or interests therein.

9.4. Credit Investigations; Sharing of Information. Bank is irrevocably authorized by Guarantor to make or have made such credit investigations as it deems appropriate to evaluate Guarantor's credit, personal and financial standing and employment, and Guarantor authorizes Bank to share with consumer reporting agencies and creditors its experiences with Guarantor and other information in Bank's possession relative to Guarantor. Bank shall not have any obligation or responsibility to do any one or more of the following: (1) protect or preserve any collateral and other security given or to be given in connection herewith against the rights of third persons having an interest therein; (2) provide information to third persons relative to the Obligations of Customer, Bank's liens or security interests in any collateral and other security, this Guaranty Agreement or otherwise with respect to Guarantor; or (3)

subordinate its security interests in any collateral and other security to the interests of any third persons or to enter into control agreements relative to such collateral and other security.

9.5. Maintenance of Records by Bank. Bank is authorized to maintain, store and otherwise retain this Guaranty Agreement, any separate security documents and other agreements executed and delivered or to be executed and delivered by Guarantor and others on Guarantor'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; and a record of this Guaranty Agreement and such other documents and agreements in a non-tangible medium which is retrievable in a perceivable form shall be the agreement of Guarantor and others on Guarantor's behalf, as applicable, to the same extent as if this Guaranty Agreement and such other documents and agreements were in their original, inscribed tangible medium and such a record shall be binding on and enforceable against Guarantor and such others notwithstanding the same are in a non-tangible form and notwithstanding the signatures of the signatories thereof are electronic, typed, printed, computer generated, facsimiles or other reproductions, representations or forms.

9.6. Financing Statements. Guarantor irrevocably authorizes Bank to file such financing statements as may be necessary to protect, in Bank's opinion, Bank's security interests and, to the extent Bank deems necessary or appropriate, to sign the name of Guarantor with the same force and effect as if signed by Guarantor and to make public in financing statements and other public filings such information regarding Guarantor as Bank deems necessary or appropriate, including, without limitation, federal tax identification numbers, social security numbers and other identifying information.

9.7. Documentary and Intangibles Taxes. To the extent not prohibited by law and notwithstanding who is liable for payment of the taxes and fees, Guarantor shall pay, on Bank's demand, all intangible personal property taxes, documentary stamp taxes, excise taxes and other similar taxes assessed, charged or required to be paid in connection with this Guaranty Agreement.

9.8. Payment of Expenses. Without limiting any other provision of this Guaranty Agreement relating to Guarantor's payment of costs and expenses incurred by and on behalf of Bank, but in addition thereto, Guarantor shall pay to Bank on demand any and all costs and expenses of collection, including reasonable attorneys' fees in the amount of fifteen (15%) percent of the outstanding amount of the Obligations of Customer after default and, if applicable law prohibits payment of attorneys' fees when collection is through an attorney who is a salaried employee of Bank, referral to an attorney not a salaried employee of Bank. Guarantor shall also pay all cost and expenses incurred or paid by and on behalf of Bank in protecting its interest in any collateral and other security securing this Guaranty Agreement and in enforcing and protecting its rights hereunder. All of the foregoing costs and expenses shall be paid with interest thereon at the contract rate at which interest accrues from time to time on the Obligations of Customer – or if interest accrues at different contract rates, any one of the contract rates at which interest accrues as selected by Bank, in its sole discretion, which rate may be fixed or variable – from the earlier of the date paid, incurred or on which they become due until such costs and expenses are paid by Guarantor. All sums so paid and expended by Bank, and the interest thereon, shall be added to the amounts payable under this Guaranty Agreement.

9.9. Waiver of Notice and Presentment; Defenses. Guarantor hereby waives to the extent permitted by law: (1) notice of acceptance of this Guaranty Agreement; (2) notice of extensions of credit and continuations of credit extensions to Customer by Bank; (3) notice of entering into and engaging in business transactions and contractual relationships and any other dealings between Customer and Bank; (4) presentment and demand for payment of any of the Obligations of Customer; (5) protest and notice of dishonor or default to Guarantor and to any other person with respect to any of the Obligations of Customer and with respect to any security therefor; (6) all other notices to which Guarantor might otherwise be entitled; (7) any demand for payment under this Guaranty Agreement; (8) any defense of any kind which the Customer might have; and (9) application of any other defenses available to Guarantor.

9.10. Jury, Venue, Jurisdiction. This Guaranty Agreement shall be deemed to have been executed and delivered in the State of South Carolina, regardless of where the signatories may be located at the time of execution, and this Guaranty Agreement 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. Guarantor: (a) to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Guaranty Agreement or any of the Obligations of Customer; (b) irrevocably submits to the jurisdiction of either (1) the state courts of the jurisdiction identified above in this Section or (2) a United States District Court for any federal district in such jurisdiction over any action or proceeding arising from or related to this Guaranty Agreement or any of the Obligations of Customer; and (c) irrevocably waives, to the fullest extent Guarantor may effectively do so, the defense of improper venue or an inconvenient forum to the maintenance of any such action or proceeding. Nothing in this Section shall affect or impair Bank's right to serve legal process in any manner permitted by law or Bank's right to bring any action or proceeding against Guarantor or Guarantor's property in the courts of any other jurisdiction.

9.11. No Usury; No Illegal Provisions. Anything contained herein to the contrary notwithstanding, if for any reason the effective rate of interest on any of the Obligations of Customer should exceed the maximum lawful contract rate, the effective rate of such obligations shall be deemed reduced to and shall be such maximum lawful contract rate. Any sums of interest which have been collected in excess of such maximum lawful contract rate shall be applied, at Bank's election – if permitted by applicable law, as a credit against the unpaid principal balance due on the Obligations of Customer, or hereunder, or returned to the person who paid the interest that exceeded the maximum lawful contract rate. Wherever possible each provision of this Guaranty Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty Agreement 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 Guaranty Agreement.

9.12. Joint and Several Liability; Use of Terms. If more than one person has signed this Guaranty Agreement, such parties are jointly and severally obligated hereunder. Further, (1) 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; (2) 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 organizations, including public and quasi-public bodies, as well as individuals; (3) 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; (4) the term "Guarantor", as used herein, shall (if signed by more than one person) mean the "Guarantors and each of them"; (5) 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 Guarantor or Customer, or by one or more Subsidiaries of Guarantor or Customer, or Guarantor or Customer and one or more Subsidiaries of Guarantor or Customer, or (ii) otherwise controlled by or within the control of Guarantor, Customer or any Subsidiary of either; (6) terms used in this Guaranty Agreement which are not defined herein shall have the meaning ascribed thereto in the Uniform Commercial Code in effect from time to time in the jurisdiction whose laws govern this Guaranty Agreement; (7) all references to "Guaranty Agreement" mean this Guaranty Agreement and all amendments, modifications, renewals, extensions, replacements and substitutions thereof and therefor; and (8) this Guaranty Agreement shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Guaranty Agreement.

9.13. Successors and Assigns. This Guaranty Agreement shall be binding upon Guarantor, and the heirs, executors, administrators, successors and assigns of Guarantor; it shall inure to the benefit of, and be enforceable by Bank, and its successors, transferees and assigns; and Guarantor waives and will not assert against any transferee or assignee any claims, defenses, set-offs and rights of recoupment which Guarantor could assert against Bank, except defenses which Guarantor cannot waive. The death of Guarantor shall not terminate any liability hereunder.

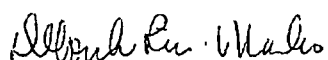
9.14. Entire Agreement. This Guaranty Agreement constitutes the entire agreement between the Guarantor and Bank with respect to this guaranty, and no waivers and modifications shall be valid unless they are in writing and duly executed by the party to be charged thereby, and further expressly approved in writing by an authorized officer of Bank in the Bank's Loan Servicing Center (or successor thereto). Notwithstanding the foregoing, in the event any provision of this Guaranty Agreement should be left blank or incomplete, Guarantor hereby authorizes and

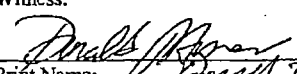
empowers Bank to supply and complete the necessary information to complete or fill in the blank provision and Bank, or any other holder hereof, may correct patent errors in this Guaranty Agreement.

9.15. Time of Essence; Notices. Time is of the essence under this Guaranty Agreement. All notices, certificates and other communications hereunder shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth herein. Guarantor and Bank may, by written notice given hereunder, designate a different address where communications should be sent. Bank may direct, by notice to Guarantor, that notices, requests and other communications shall be sent electronically or in some other non-tangible medium.

9.16. Guarantor's Acknowledgment. Guarantor acknowledges that Guarantor has read this Guaranty and fully understands the rights granted to Bank herein, and the waiver of rights of Guarantor. Guarantor further acknowledges that each of the terms contained herein is a material inducement to Bank to extend credit to the Customer and is necessary in order for the Bank to fully realize the benefits of Bank's bargained for agreement with the Customer and Guarantor. Guarantor: (1) represents to Bank the information contained in this Guaranty Agreement is true, accurate and correct; (2) agrees to promptly notify Bank in writing of any changes therein and any inaccuracies thereto, such notification to be addressed to Bank at Bank's address set forth herein; and (3) acknowledges that Bank is relying upon the information being complete, accurate and correct and that Bank is under no obligation to make an independent investigation with respect to the accuracy and correctness thereof and has not made an independent investigation regarding same.

The undersigned has executed this Guaranty Agreement as of the day and year first above stated.


Print Name: Deborah Rice-Marko

Witness:

Print Name: Donald J. Howes

[Exhibit A and Attachment A follow]

EXHIBIT A
Attached
to
Unconditional Guaranty Agreement
(Single Loan)

Description of Security Documents (List or describe agreements and documents that secure this Guaranty Agreement): None.

ATTACHMENT
to
Unconditional Guaranty Agreement (Single Loan)
(Changes in Guaranty)

This Attachment to Unconditional Guaranty Agreement (Single Loan) (the "Guaranty Agreement") executed on the date hereof, is entered into between RBC CENTURA BANK and DEBORAH RICE-MARKO. This attachment amends and supplements the Guaranty Agreement. In the event of any conflict between the terms of the Guaranty Agreement and this Attachment, the terms of this Attachment shall control.

Section 1. Prior Guaranty Superseded. This Guaranty supersedes and replaces all prior guaranties executed by Guarantor with respect to the Note and the Indebtedness.

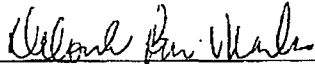
Section 2. Security; Set-off. Section 4.3 of the Guaranty is hereby deleted.

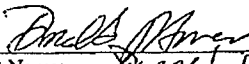
Section 3. Cross Default. Notwithstanding Section 8.1(a) or any other provision of the Guaranty to the contrary, the occurrence of default or event of default under any indebtedness or other obligation now or hereafter owing by Customer or Guarantor to Bank other than the Note, the Credit Agreement, or the other Loan Documents shall not constitute an Event of Default under or within the meaning of the Guaranty.

Section 4. Death of Guarantor. Notwithstanding the provision of Section 8.1(d) of the Guaranty, the death of the Guarantor shall not be a default so long as (i) the terms of the Note and the Loan are being satisfied and no other Event of Default has occurred, (ii) within 90 days after such death, other family member(s) having a financial condition, credit history, and liquidity satisfactory to Bank in its sole discretion, including all heirs or devisees to whom title to any mortgaged property will pass, sign new guaranties assuming the obligations of the deceased. Until the obligation to guarantee this Note and the Loan is assumed by a successor or successors to the deceased satisfactory to Bank in its sole discretion as set forth above, then at the option of Bank no additional advances need be made by Bank under the Loan. Notwithstanding the death of any Guarantor, all payments required to be made shall be made under the Loan when and as due.

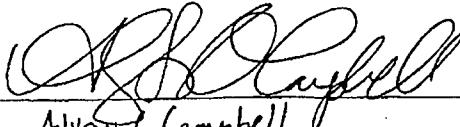
Section 5. Reasonable Attorneys Fees. The first sentence of Section 9.8 of the Guaranty is hereby deleted and the following sentence substituted in its stead: "Without limiting any other provision of this Guaranty Agreement relating to Guarantor's payment of costs and expenses incurred by and on behalf of Bank, but in addition thereto, Guarantor shall pay to Bank on demand any and all costs and expenses of collection, including reasonable attorneys' fees."

Section 6. Cure Periods. No action may be commenced under this Guaranty unless all applicable grace or cure periods set forth in the Note relating to the default or Event of Default under the Note giving rise to such action shall have expired, and such default or Event of Default shall have continued unremedied; provided, however, that in the event of the filing by or against the Borrower of a proceeding in bankruptcy, an action may be commenced under this Guaranty without regard to any grace or cure periods in the Note.


Print Name: Deborah Rice-Marko

Witness:

Print Name: DONALD J. HOLMES

RBC CENTURA BANK
By: 

Witness:

11 Alyson C. Campbell

Michael E. Baker
Title: Banking Officer

Print Name: Alyson C. Campbell

Customer No. 2059533

Note Number _____

Draw Number _____

RBC Centura

UNCONDITIONAL GUARANTY AGREEMENT (Single Loan)

THIS SINGLE LOAN GUARANTY AGREEMENT ("Guaranty Agreement"), entered into as of the 22nd day of March, 2007, by EVAN R. MARKO ("Guarantor", whether one or more), with a mailing address of 32 South Battery, Charleston, South Carolina 29401, to RBC CENTURA BANK ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220.

A. LIBERTY COTTAGES, LLC, a South Carolina limited liability company ("Customer", whether one or more) desires to obtain a loan or other extension of credit from Bank.

B. Bank is willing to make the loan or otherwise extend credit to Customer, but has conditioned the making of the loan or other extension of credit on Guarantor executing and delivering to Bank this Guaranty Agreement.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Bank to make the loan and to otherwise extend the credit requested by Customer, Guarantor, jointly and severally, if more than one, hereby absolutely and unconditionally guarantees to Bank, its successors and assigns: (1) the punctual payment when due (whether by acceleration or otherwise) of all outstanding principal under Customer's promissory note (the "Note") dated of even date herewith in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), executed by Customer in favor of Bank, as amended by a Modification Agreement between Customer and Bank dated of even date herewith, together with all due and unpaid interest (to include default interest), finance charges, late payment fees and other fees and charges, prepayment premiums and all costs and expenses (to include reasonable attorneys' fees and fees of legal assistants, reasonable fees of accountants, appraisers, adjusters, engineers, surveyors or other professionals employed or retained by and on behalf of Bank, and intangible personal property taxes, documentary stamp taxes, excise taxes and other similar taxes) payable and to be payable thereunder, and incurred and to be incurred in connection therewith (the "Credit Agreement"); (2) the punctual payment and performance by Customer and other persons of all of their covenants, agreements and obligations under any security agreements, deeds of trust, mortgages, security deeds, trust deeds, deeds to secure debt, pledge agreements, assignments, commitments, loan agreements and other agreements, statements and records executed and delivered to Bank or others on Bank's behalf in connection with the indebtedness evidenced by the Credit Agreement (the Credit Agreement and the other agreements and documents executed and delivered in connection with the Credit Agreement shall be referred to herein collectively as the "Loan Documents", and the Loan Documents may be in a written or tangible medium, electronic medium or some other medium and includes all renewals, extensions, amendments, modifications, replacements and substitutions thereof and therefor); and (3) the punctual payment of any and all sums advanced and paid by Bank, at its option, under the Loan Documents, including, but not limited to, sums advanced and paid by Bank for taxes and insurance premiums and sums advanced and paid by Bank to protect any collateral and other security given for said indebtedness (all of the foregoing, including, without limitation, the principal, interest, fees, charges, premiums and costs and expenses under the Credit Agreement, Customer's and other persons' covenants, agreements and obligations and the sums advanced and paid by the Bank, being hereinafter collectively termed "Obligations of Customer").

In order to implement the foregoing and as additional inducements to Bank, Guarantor further covenants and agrees:

Section 1. Guaranty of Payment. This guaranty is and shall remain an unconditional guaranty of payment and

performance and not a guaranty of collection, shall remain in full force and effect irrespective of any interruption in the business and other dealings and relations of Customer with Bank and shall apply to and guarantee the due and punctual payment and performance of all Obligations of Customer due by Customer to Bank and as otherwise provided herein. To that end, Guarantor hereby expressly waives (1) any right to require Bank to bring any action against Customer, (2) any right to require Bank to bring any action against any other person, (3) any right to require Bank to recover from any collateral and other security, and (4) any right to require Bank to recover from any balance of any deposit or other account on the books of Bank in favor of Customer or any other person through set-off, recoupment or otherwise; and, without limiting the generality of the foregoing, Guarantor herewith expressly waives any right Guarantor otherwise might have or might have had under the provisions of Section 26-7 of the North Carolina General Statutes, et seq. or other North Carolina laws to require Bank to attempt to recover against Customer and to realize upon any collateral and other security which Bank holds for the Obligations of Customer.

Section 2. Guaranties Not Dependent. The obligation of any Guarantor executing this Guaranty Agreement is not and the same shall not be dependent upon the subsequent execution hereof by any other person. And, the termination of guaranty by one or more Guarantors, or the release, settlement or compromise by Bank from time to time and at any number of times with respect to any one or more Guarantors, shall not affect the obligations and liability of the remaining Guarantors hereunder, and as to the remaining Guarantors, this Guaranty Agreement shall continue in effect as if such Guarantors had been the only Guarantors executing this Guaranty Agreement.

Section 3. Guaranty Not Diminished by Bank's Actions.

3.1. Failure to Perfect Liens. Guarantor agrees that Guarantor's liability hereunder shall not be diminished by any failure on the part of Bank to perfect and continue perfection of (by filing, recording or otherwise) any lien and security interest it may now have or hereafter acquire in any property securing this Guaranty Agreement or the Obligations of Customer.

3.2. Release or Surrender of Rights. Guarantor covenants and agrees that Bank may at any time, and from time to time, in its sole discretion, do or cause to be done any one or more of the following: (1) renew, extend and otherwise change the time, manner, place and terms of payment of any and all of the Obligations of Customer, and otherwise modify the Obligations of Customer; (2) grant indulgences generally from time to time to Customer and any other person liable for the Obligations of Customer; (3) exchange, release and surrender any and all of the collateral and other security, or any part thereof or interest therein, by whomsoever deposited, given or made, which is or may hereafter be held by Bank or others on its behalf, or in which it has a lien and security interest in connection with any and all of the Obligations of Customer and any liabilities and obligations of Guarantor hereunder; (4) sell and otherwise dispose of, and purchase all or parts of, or interests in, such collateral and other security at public and private sale, or to or through any securities intermediary or other person, and after deducting all costs and expenses of every kind for collection, preparation for sale, sale and delivery, the net proceeds of any such sales and other dispositions may be applied by Bank toward payment and satisfaction of the Obligations of Customer, in such order as Bank in its discretion may elect, or in such order as Bank may be required to apply the proceeds under applicable law – if applicable law directs a specific manner of application of proceeds; or (5) settle and compromise with the Customer, any insurance carrier and any other person liable thereon, any and all of the Obligations of Customer, or subordinate the payment of all and any part of same to the payment of any other debts and claims which may at any time be due and owing to Bank or any other persons, all in such manner and upon such terms as Bank may deem proper or desirable, and without notice to or further assent from Guarantor, it being agreed that Guarantor shall be and remain bound by this Guaranty Agreement irrespective of the existence, value and condition of any collateral and other security, or the impairment of any collateral and other security (to include, without limitation, impairment due to any failure to perfect or continue perfection of a lien and a security interest and any other act or inaction by Bank or other persons relative to the administration of this Guaranty Agreement, the Obligations of Customer and any collateral and other security), or the unenforceability of any of the Obligations of Customer or the discharge and release of Customer from liability for any of the Obligations of Customer and notwithstanding any such change, exchange, settlement, compromise, surrender, release, failure to perfect or continue perfection and other act or inaction relative to administration, sale and other disposition, application, renewal or extension and notwithstanding also that the Obligations of Customer may at any time exceed the aggregate principal sum hereinabove prescribed (if any such limiting sum appears). If Bank should request Guarantor to consent to any of the foregoing, such request by Bank or consent by Guarantor shall not constitute a

waiver by Bank of the provisions of this Section which permit such actions without Guarantor's consent, nor of any other provision of this Guaranty Agreement relating to acts and inactions of Bank and such request or consent shall not create a course of dealing between Bank and Guarantor that would require the consent of Guarantor to any of the foregoing in the future. Furthermore, this Guaranty Agreement shall not be construed to impose any obligation on Bank to extend or continue to extend credit, to otherwise deal with Customer at any time, or to take or refrain from taking any acts relative to the administration of any of the Obligations of Customer and any collateral and other security for the Obligations of Customer or this Guaranty Agreement.

3.3. Waiver of Default; Forbearance. No waiver by Bank of any default by Guarantor or Customer, or forbearance with respect to any default by either, shall operate as a waiver of any other default or of the same default on a future occasion – or require the forbearance with respect thereto – and no waiver or forbearance by Bank shall limit Guarantor's liability under this Guaranty Agreement or negatively affect the validity and enforceability of this Guaranty Agreement in accordance with its stated terms.

Section 4. Set-off; Application of Payments; Security.

4.1. Set-off on Service of Process. If any process is issued or ordered to be served upon Bank, seeking to seize Customer's or Guarantor's rights or interests in any deposit account, such deposit account shall be deemed to have been and shall be set-off against any and all Obligations of Customer or all obligations and liabilities of Guarantor hereunder, as applicable, as of the time of the issuance of any such writ or process, whether or not Customer, Guarantor or Bank shall then have been served with notice thereof.

4.2. Application of Moneys and other Value. All moneys and other things of value available to and received by Bank for application toward payment of (or reduction of) the Obligations of Customer may be applied by Bank to such individual debts, liabilities, obligations and claims in such manner, and apportioned in such amounts and at such times, as Bank, in its sole discretion, may deem suitable or desirable, or in such order as Bank may be required to apply the money or other things of value under applicable law – if applicable law directs a specific manner of application.

4.3. Security; Set-off. As security for any and all liabilities of Guarantor hereunder, now existing and hereafter arising, Guarantor hereby grants Bank a security interest in any and all moneys, furniture, fixtures, equipment, inventory, documents, investment property, financial assets, promissory notes and other instruments, chattel paper, accounts, payment intangibles and other general intangibles, deposit accounts, supporting obligations, including guarantees, letters-of-credit and letters-of-credit rights and any and all other forms of property and things of value (real, personal or mixed) and any right, title and interest of Guarantor therein and thereto and the proceeds thereof, which have been and may hereafter be deposited or left with Bank (or with any agent or other third person acting on Bank's behalf) by or for the account or credit of Guarantor, including, without limitation, any property in which Guarantor may have an interest. Furthermore, where any obligation of Guarantor is due and unpaid Bank hereunder, Bank is herewith authorized to exercise its right of set-off or "bank lien" as to any demand, checking, time, savings, and other deposit accounts of any nature maintained in and with it by Guarantor, without advance notice. Such right of set-off shall also be applicable and exercised by Bank, in its sole discretion, where Bank is indebted to any Guarantor by reason of any certificate of deposit, bond, instrument or otherwise. Bank also is granted and shall otherwise have recoupment rights and may exercise such recoupment rights where any obligation of Guarantor is due and unpaid to Bank hereunder. If Guarantor or others have executed and delivered to Bank any separate deeds of trust, mortgages, security deeds, deeds to secure debts, trust deeds, security agreements, assignments or other security documents in connection with this Guaranty Agreement, the property and property rights therein described shall secure this Guaranty Agreement and Guarantor's payment and performance obligations hereunder to the extent and all as provided herein and in said separate security documents. If Guarantor or others have so executed and delivered security documents as aforesaid, some or all of them may be listed or described on Exhibit A attached hereto, but, the failure of any or all of such security documents to be listed or described thereon shall not limit this Guaranty Agreement, the effectiveness and enforceability of any security documents not listed or described on Exhibit A and the liabilities of Guarantor and others hereunder or under such security documents.

Section 5. Financial Information on Guarantor; Bank's Records Controlling. Guarantor shall provide Bank with

such financial information as Bank may from time to time request. Any statement of account or records that bind the Customer shall be binding against the Guarantor and the records of Bank maintained in the ordinary course of its business with respect to the Obligations of Customer shall be binding on Guarantor in all respects, including, without limitation, the extent and nature of the Obligations of Customer and the liabilities of Guarantor under this Guaranty Agreement.

Section 6. Customer's Organization Status.

6.1. Authority of Customer's Officers and Employees. If Customer is not an individual but a registered organization or other form of organization, this Guaranty Agreement covers all Obligations of Customer purporting to be created or undertaken on behalf of such organization by any one or more shareholder, director, officer, executive, employee, partner, manager, member or agent of such organization, without regard to the actual authority of any such person, whether or not organization resolutions, proper or otherwise, are given by any Customer to Bank, and whether or not such purported organizations are legally chartered, registered or organized.

6.2. Change in Legal Status. In the event of a change in, or amendment or modification of the legal status or existence of the Customer, this Guaranty Agreement shall continue and shall also cover the indebtedness of the Customer under the new or amended status, according to the terms hereof guaranteeing the obligations of the original Customer.

Section 7. Guarantor's Waiver of Rights.

7.1. Subordination of Customer's Debts to Guarantor. In the event that Guarantor shall pay any sums under this Guaranty Agreement, or in the event that Customer or any owner of property in which Bank has been granted a lien or security interest to secure the Obligations of Customer is now or shall hereafter become indebted to Guarantor, Guarantor agrees (1) that the amount of such indebtedness and all interest thereon shall at all times be subordinate as to lien, times of payment and in all other respects to all sums at any time owing to Bank with respect to the Obligations of Customer, (2) that Guarantor shall not be entitled to enforce or receive payment on account of such other indebtedness until all sums owing to the Bank have been paid in full and (3) that to the extent Guarantor does enforce or receive payment in contravention of Guarantor's agreement hereunder, all moneys, property and other things of value received by Guarantor and others on Guarantor's behalf shall be held by Guarantor and such other persons in trust for Bank and for the account of Bank and the same shall be paid or delivered to Bank immediately upon request therefor by Bank.

7.2. Reinstatement of Obligations of Customer. Guarantor agrees that in the event any judgment or any court order or any administrative order for turnover or recovery is entered against Bank (whether by consent, compromise, settlement or otherwise) for, or Bank is required or agrees to repay (1) the amount of any monetary payment or transfer of any property (whether real, personal or mixed, tangible or intangible, or the value thereof) made to Bank by or on behalf of the Customer or Guarantor for credit to the Obligations of Customer, or (2) the amount of any set-off or recoupment exercised by Bank and credited to Obligations of Customer, then in such event (and notwithstanding the prior discharge or satisfaction in whole or in part of any or all Obligations of Customer due Bank or the written or stamped notation of cancellation, release, or satisfaction affixed to this Guaranty Agreement or any instrument of indebtedness evidencing the Obligations of Customer, or any prior notice of the termination of this Guaranty Agreement as to future debts of Customer) the amount or value of any such payments, property, set-off and recoupment recovered from Bank shall be deemed to be Obligations of Customer and this Guaranty Agreement and the liabilities of Guarantor hereunder shall be automatically revived and reinstated and shall continue and remain in full force and effect as to the same, together with interest thereon from date of recovery at the rate applicable to the Obligations of Customer to which any such payments, transfers and set-off were credited, costs of court, and the reasonable attorneys' fees incurred by Bank in connection therewith.

7.3. Waiver of Subrogation. Guarantor expressly waives, for Bank's benefit and the benefit of Customer and any other guarantor, maker, endorser, obligor and debtor on the Obligations of Customer, any and all rights of recourse against Customer, and any other guarantor, maker, endorser, obligor and debtor on the Obligations of Customer, and property and assets of the same, arising out of any payment made under or pursuant to this Guaranty

Agreement, including any claim of subrogation, reimbursement, exoneration, contribution and indemnity that Guarantor may have against the Customer, any other guarantor, maker, endorser, obligor and debtor on the Obligations of Customer. Guarantor will not enter into any contract or agreement in violation of the provisions hereinabove, and any such purported contract or agreement shall be void ab initio.

Section 8. Events of Default; Remedies.

8.1. Events of Default. Guarantor shall be in default under this Guaranty Agreement upon the happening of any of the following events, circumstances and conditions, 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, to wit:

(a) default in the payment or performance of any of the obligations or of any covenant, warranty or liability contained or referred to herein, or contained in any other contract, agreement or record of Customer or Guarantor with Bank, whether now existing or hereafter arising;

(b) any warranty, representation or statement made or furnished, or hereafter made or furnished, to Bank or others for the benefit of Bank, by or on behalf of Customer or Guarantor, in connection with this Guaranty Agreement, or to induce Bank to extend credit or deal with Customer or Guarantor or otherwise with respect to the Obligations of Customer proving to have been false or inaccurate in any material respect when made or furnished;

(c) the death or mental incompetency of a Guarantor or Customer who is an individual and the dissolution, liquidation, termination of existence, merger or change in control of or in a Guarantor or Customer that is a registered organization or other organization;

(d) insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any state or federal bankruptcy or insolvency laws by or against Guarantor or Customer;

(e) failure of a Customer or Guarantor that is a registered organization to maintain its existence in good standing;

(f) the entry of any monetary judgment or the assessment or filing of any tax lien against either Customer or Guarantor or the issuance of any writ of garnishment or attachment against any property of, debts due or rights of Customer or Guarantor, to specifically include the commencement of any action or proceeding to seize moneys of Customer or Guarantor on deposit in any deposit account with Bank;

(g) if Customer or Guarantor is a registered organization or other organization, the default in the payment or performance of any indebtedness or other obligation which is now owing to Bank or any indebtedness or other obligation which arises in the future and is owing to Bank by any subsidiary of Guarantor or the Customer; or

(h) if Bank should otherwise deem itself, any security interests, its collateral or other security, or the Obligations of Customer guaranteed hereby and hereunder or the liability of Guarantor hereunder unsafe or insecure, or should Bank, in good faith, believe that the prospect of payment or other performance by Customer or Guarantor is impaired.

8.2. Remedies. Upon the occurrence of any of the foregoing events, circumstances or conditions of default set forth in Section 8.1 above, at Bank's option, all of the obligations evidenced and created in this Guaranty Agreement and secured or guaranteed hereby shall immediately be due and payable without demand or notice. Furthermore, whether or not Bank accelerates the aforesaid obligations because of the occurrence of an event of default, Bank may exercise, and cause to be exercised by others on its behalf, all of the rights and remedies granted hereunder that may be exercisable by Bank upon the occurrence of an event of default, all of the rights or remedies of a secured party or holder-in-due course under the Uniform Commercial Code in the jurisdiction whose laws

govern this Guaranty Agreement, as the same is in effect from time to time, and all rights and remedies otherwise afforded in law and in equity under other laws of the aforementioned jurisdiction.

Section 9. Miscellaneous.

9.1. Anti-Money Laundering and Anti-Terrorism. Guarantor represents, warrants and covenants to Bank as follows: (1) Guarantor (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) Guarantor 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) Guarantor 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 of Customer, 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.

9.2. No Effect on Other Guaranties. This Guaranty Agreement does not terminate, cancel, supersede, renew or substitute for any existing guaranty or other supporting obligation to Bank by any Guarantor, unless expressly provided herein, and the execution and delivery hereafter to Bank by any Guarantor of a new guaranty and other supporting obligation shall not terminate, cancel, supersede, or be a renewal or substitution for this Guaranty Agreement, unless expressly provided therein, and all rights and remedies of Bank hereunder, under any other existing guaranty agreement and other supporting obligation, and under any guaranty agreement and other supporting obligation hereafter given to Bank by any Guarantor shall be cumulative and may be enforced singly, successively, alternately and concurrently.

9.3. No Reliance by Guarantor on Bank. Guarantor warrants and covenants that Guarantor has made such inquiries as Guarantor deems necessary in order to ascertain the financial condition of Customer, and has, in fact, ascertained the financial condition of Customer and is satisfied with such financial condition, that Guarantor has adequate means to obtain from Customer, on a continuing basis, information concerning the financial condition of Customer, and that Guarantor has not relied, and will not rely, on Bank to provide such information, now or in the future. The relationship of Bank to Guarantor 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 Guarantor and no such relationship shall be drawn or implied from (1) this Guaranty Agreement and any security documents relative to this Guaranty Agreement, (2) the Obligations of Customer and any of the Loan Documents and (3) any of Bank's actions or inactions hereunder or thereunder, or with respect hereto or thereto – and, Bank has no obligation to Guarantor and any other person relative to administration of the Obligations of Customer, the Loan Documents, this Guaranty Agreement and any collateral and other security for any of the foregoing, or any part or parts thereof or interests therein.

9.4. Credit Investigations; Sharing of Information. Bank is irrevocably authorized by Guarantor to make or have made such credit investigations as it deems appropriate to evaluate Guarantor's credit, personal and financial standing and employment, and Guarantor authorizes Bank to share with consumer reporting agencies and creditors its experiences with Guarantor and other information in Bank's possession relative to Guarantor. Bank shall not have any obligation or responsibility to do any one or more of the following: (1) protect or preserve any collateral and other security given or to be given in connection herewith against the rights of third persons having an interest therein; (2) provide information to third persons relative to the Obligations of Customer, Bank's liens or security interests in any collateral and other security, this Guaranty Agreement or otherwise with respect to Guarantor; or (3)

subordinate its security interests in any collateral and other security to the interests of any third persons or to enter into control agreements relative to such collateral and other security.

9.5. Maintenance of Records by Bank. Bank is authorized to maintain, store and otherwise retain this Guaranty Agreement, any separate security documents and other agreements executed and delivered or to be executed and delivered by Guarantor and others on Guarantor'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; and a record of this Guaranty Agreement and such other documents and agreements in a non-tangible medium which is retrievable in a perceivable form shall be the agreement of Guarantor and others on Guarantor's behalf, as applicable, to the same extent as if this Guaranty Agreement and such other documents and agreements were in their original, inscribed tangible medium and such a record shall be binding on and enforceable against Guarantor and such others notwithstanding the same are in a non-tangible form and notwithstanding the signatures of the signatories thereof are electronic, typed, printed, computer generated, facsimiles or other reproductions, representations or forms.

9.6. Financing Statements. Guarantor irrevocably authorizes Bank to file such financing statements as may be necessary to protect, in Bank's opinion, Bank's security interests and, to the extent Bank deems necessary or appropriate, to sign the name of Guarantor with the same force and effect as if signed by Guarantor and to make public in financing statements and other public filings such information regarding Guarantor as Bank deems necessary or appropriate, including, without limitation, federal tax identification numbers, social security numbers and other identifying information.

9.7. Documentary and Intangibles Taxes. To the extent not prohibited by law and notwithstanding who is liable for payment of the taxes and fees, Guarantor shall pay, on Bank's demand, all intangible personal property taxes, documentary stamp taxes, excise taxes and other similar taxes assessed, charged or required to be paid in connection with this Guaranty Agreement.

9.8. Payment of Expenses. Without limiting any other provision of this Guaranty Agreement relating to Guarantor's payment of costs and expenses incurred by and on behalf of Bank, but in addition thereto, Guarantor shall pay to Bank on demand any and all costs and expenses of collection, including reasonable attorneys' fees in the amount of fifteen (15%) percent of the outstanding amount of the Obligations of Customer after default and, if applicable law prohibits payment of attorneys' fees when collection is through an attorney who is a salaried employee of Bank, referral to an attorney not a salaried employee of Bank. Guarantor shall also pay all cost and expenses incurred or paid by and on behalf of Bank in protecting its interest in any collateral and other security securing this Guaranty Agreement and in enforcing and protecting its rights hereunder. All of the foregoing costs and expenses shall be paid with interest thereon at the contract rate at which interest accrues from time to time on the Obligations of Customer – or if interest accrues at different contract rates, any one of the contract rates at which interest accrues as selected by Bank, in its sole discretion, which rate may be fixed or variable – from the earlier of the date paid, incurred or on which they become due until such costs and expenses are paid by Guarantor. All sums so paid and expended by Bank, and the interest thereon, shall be added to the amounts payable under this Guaranty Agreement.

9.9. Waiver of Notice and Presentment; Defenses. Guarantor hereby waives to the extent permitted by law: (1) notice of acceptance of this Guaranty Agreement; (2) notice of extensions of credit and continuations of credit extensions to Customer by Bank; (3) notice of entering into and engaging in business transactions and contractual relationships and any other dealings between Customer and Bank; (4) presentment and demand for payment of any of the Obligations of Customer; (5) protest and notice of dishonor or default to Guarantor and to any other person with respect to any of the Obligations of Customer and with respect to any security therefor; (6) all other notices to which Guarantor might otherwise be entitled; (7) any demand for payment under this Guaranty Agreement; (8) any defense of any kind which the Customer might have; and (9) application of any other defenses available to Guarantor.

9.10. Jury, Venue, Jurisdiction. This Guaranty Agreement shall be deemed to have been executed and delivered in the State of South Carolina, regardless of where the signatories may be located at the time of execution, and this Guaranty Agreement 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. Guarantor: (a) to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Guaranty Agreement or any of the Obligations of Customer; (b) irrevocably submits to the jurisdiction of either (1) the state courts of the jurisdiction identified above in this Section or (2) a United States District Court for any federal district in such jurisdiction over any action or proceeding arising from or related to this Guaranty Agreement or any of the Obligations of Customer; and (c) irrevocably waives, to the fullest extent Guarantor may effectively do so, the defense of improper venue or an inconvenient forum to the maintenance of any such action or proceeding. Nothing in this Section shall affect or impair Bank's right to serve legal process in any manner permitted by law or Bank's right to bring any action or proceeding against Guarantor or Guarantor's property in the courts of any other jurisdiction.

9.11. No Usury; No Illegal Provisions. Anything contained herein to the contrary notwithstanding, if for any reason the effective rate of interest on any of the Obligations of Customer should exceed the maximum lawful contract rate, the effective rate of such obligations shall be deemed reduced to and shall be such maximum lawful contract rate. Any sums of interest which have been collected in excess of such maximum lawful contract rate shall be applied, at Bank's election – if permitted by applicable law, as a credit against the unpaid principal balance due on the Obligations of Customer, or hereunder, or returned to the person who paid the interest that exceeded the maximum lawful contract rate. Wherever possible each provision of this Guaranty Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty Agreement 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 Guaranty Agreement.

9.12. Joint and Several Liability; Use of Terms. If more than one person has signed this Guaranty Agreement, such parties are jointly and severally obligated hereunder. Further, (1) 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; (2) 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 organizations, including public and quasi-public bodies, as well as individuals; (3) 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; (4) the term "Guarantor", as used herein, shall (if signed by more than one person) mean the "Guarantors and each of them"; (5) 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 Guarantor or Customer, or by one or more Subsidiaries of Guarantor or Customer, or Guarantor or Customer and one or more Subsidiaries of Guarantor or Customer, or (ii) otherwise controlled by or within the control of Guarantor, Customer or any Subsidiary of either; (6) terms used in this Guaranty Agreement which are not defined herein shall have the meaning ascribed thereto in the Uniform Commercial Code in effect from time to time in the jurisdiction whose laws govern this Guaranty Agreement; (7) all references to "Guaranty Agreement" mean this Guaranty Agreement and all amendments, modifications, renewals, extensions, replacements and substitutions thereof and therefor; and (8) this Guaranty Agreement shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Guaranty Agreement.

9.13. Successors and Assigns. This Guaranty Agreement shall be binding upon Guarantor, and the heirs, executors, administrators, successors and assigns of Guarantor; it shall inure to the benefit of, and be enforceable by Bank, and its successors, transferees and assigns; and Guarantor waives and will not assert against any transferee or assignee any claims, defenses, set-offs and rights of recoupment which Guarantor could assert against Bank, except defenses which Guarantor cannot waive. The death of Guarantor shall not terminate any liability hereunder.

9.14. Entire Agreement. This Guaranty Agreement constitutes the entire agreement between the Guarantor and Bank with respect to this guaranty, and no waivers and modifications shall be valid unless they are in writing and duly executed by the party to be charged thereby, and further expressly approved in writing by an authorized officer of Bank in the Bank's Loan Servicing Center (or successor thereto). Notwithstanding the foregoing, in the event any provision of this Guaranty Agreement should be left blank or incomplete, Guarantor hereby authorizes and

transferee or assignee any claims, defenses, set-offs and rights of recoupment which Guarantor could assert against Bank, except defenses which Guarantor cannot waive. The death of Guarantor shall not terminate any liability hereunder.

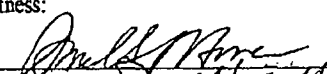
9.14. Entire Agreement. This Guaranty Agreement constitutes the entire agreement between the Guarantor and Bank with respect to this guaranty, and no waivers and modifications shall be valid unless they are in writing and duly executed by the party to be charged thereby, and further expressly approved in writing by an authorized officer of Bank in the Bank's Loan Servicing Center (or successor thereto). Notwithstanding the foregoing, in the event any provision of this Guaranty Agreement should be left blank or incomplete, Guarantor hereby authorizes and empowers Bank to supply and complete the necessary information to complete or fill in the blank provision and Bank, or any other holder hereof, may correct patent errors in this Guaranty Agreement.

9.15. Time of Essence; Notices. Time is of the essence under this Guaranty Agreement. All notices, certificates and other communications hereunder shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth herein. Guarantor and Bank may, by written notice given hereunder, designate a different address where communications should be sent. Bank may direct, by notice to Guarantor, that notices, requests and other communications shall be sent electronically or in some other non-tangible medium.

9.16. Guarantor's Acknowledgment. Guarantor acknowledges that Guarantor has read this Guaranty and fully understands the rights granted to Bank herein, and the waiver of rights of Guarantor. Guarantor further acknowledges that each of the terms contained herein is a material inducement to Bank to extend credit to the Customer and is necessary in order for the Bank to fully realize the benefits of Bank's bargained for agreement with the Customer and Guarantor. Guarantor: (1) represents to Bank the information contained in this Guaranty Agreement is true, accurate and correct; (2) agrees to promptly notify Bank in writing of any changes therein and any inaccuracies thereto, such notification to be addressed to Bank at Bank's address set forth herein; and (3) acknowledges that Bank is relying upon the information being complete, accurate and correct and that Bank is under no obligation to make an independent investigation with respect to the accuracy and correctness thereof and has not made an independent investigation regarding same.

The undersigned has executed this Guaranty Agreement as of the day and year first above stated.


Print Name: EVAN R. MARKO

Witness:

Print Name: DONALD J. HORNE

[Exhibit A and Attachment A follow]

EXHIBIT A
Attached
to
Unconditional Guaranty Agreement
(Single Loan)

Description of Security Documents (List or describe agreements and documents that secure this Guaranty Agreement); None.

ATTACHMENT
to
Unconditional Guaranty Agreement (Single Loan)
(Changes in Guaranty)

This Attachment to Unconditional Guaranty Agreement (Single Loan) (the "Guaranty Agreement") executed on the date hereof, is entered into between RBC CENTURA BANK and EVAN R. MARKO. This attachment amends and supplements the Guaranty Agreement. In the event of any conflict between the terms of the Guaranty Agreement and this Attachment, the terms of this Attachment shall control.

Section 1. Prior Guaranty Superseded. This Guaranty supersedes and replaces all prior guaranties executed by Guarantor with respect to the Note and the Indebtedness.

Section 2. Security; Set-off. Section 4.3 of the Guaranty is hereby deleted.

Section 3. Cross Default. Notwithstanding Section 8.1(a) or any other provision of the Guaranty to the contrary, the occurrence of default or event of default under any indebtedness or other obligation now or hereafter owing by Customer or Guarantor to Bank other than the Note, the Credit Agreement, or the other Loan Documents shall not constitute an Event of Default under or within the meaning of the Guaranty.

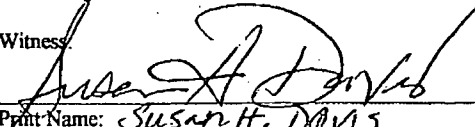
Section 4. Death of Guarantor. Notwithstanding the provision of Section 8.1(d) of the Guaranty, the death of the Guarantor shall not be a default so long as (i) the terms of the Note and the Loan are being satisfied and no other Event of Default has occurred, (ii) within 90 days after such death, other family member(s) having a financial condition, credit history, and liquidity satisfactory to Bank in its sole discretion, including all heirs or devisees to whom title to any mortgaged property will pass, sign new guaranties assuming the obligations of the deceased. Until the obligation to guarantee this Note and the Loan is assumed by a successor or successors to the deceased satisfactory to Bank in its sole discretion as set forth above, then at the option of Bank no additional advances need be made by Bank under the Loan. Notwithstanding the death of any Guarantor, all payments required to be made shall be made under the Loan when and as due.

Section 5. Reasonable Attorneys Fees. The first sentence of Section 9.8 of the Guaranty is hereby deleted and the following sentence substituted in its stead: "Without limiting any other provision of this Guaranty Agreement relating to Guarantor's payment of costs and expenses incurred by and on behalf of Bank, but in addition thereto, Guarantor shall pay to Bank on demand any and all costs and expenses of collection, including reasonable attorneys' fees."

Section 6. Cure Periods. No action may be commenced under this Guaranty unless all applicable grace or cure periods set forth in the Note relating to the default or Event of Default under the Note giving rise to such action shall have expired, and such default or Event of Default shall have continued unremedied; provided, however, that in the event of the filing by or against the Borrower of a proceeding in bankruptcy, an action may be commenced under this Guaranty without regard to any grace or cure periods in the Note.


Print Name: EVAN R. MARKO

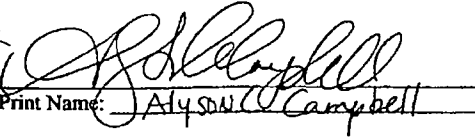
Witness:


Print Name: SUSAN H. DAVIS

RBC CENTURA BANK

By: 
Michael E. Baker
Title: Banking Officer

Witness:


Print Name: Alyson Campbell

Customer No. 2059533

Note Number _____

Draw Number _____

RBC Centura

UNCONDITIONAL GUARANTY AGREEMENT (Single Loan)

THIS SINGLE LOAN GUARANTY AGREEMENT ("Guaranty Agreement"), entered into as of the 22nd day of March, 2007, by JOHN E. MARKO, JR. ("Guarantor", whether one or more), with a mailing address of 32 South Battery, Charleston, South Carolina 29401, to RBC CENTURA BANK ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220.

A. LIBERTY COTTAGES, LLC, a South Carolina limited liability company ("Customer", whether one or more) desires to obtain a loan or other extension of credit from Bank.

B. Bank is willing to make the loan or otherwise extend credit to Customer, but has conditioned the making of the loan or other extension of credit on Guarantor executing and delivering to Bank this Guaranty Agreement.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Bank to make the loan and to otherwise extend the credit requested by Customer, Guarantor, jointly and severally, if more than one, hereby absolutely and unconditionally guarantees to Bank, its successors and assigns: (1) the punctual payment when due (whether by acceleration or otherwise) of all outstanding principal under Customer's promissory note (the "Note") dated of even date herewith in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), executed by Customer in favor of Bank, as amended by a Modification Agreement between Customer and Bank dated of even date herewith, together with all due and unpaid interest (to include default interest), finance charges, late payment fees and other fees and charges, prepayment premiums and all costs and expenses (to include reasonable attorneys' fees and fees of legal assistants, reasonable fees of accountants, appraisers, adjusters, engineers, surveyors or other professionals employed or retained by and on behalf of Bank, and intangible personal property taxes, documentary stamp taxes, excise taxes and other similar taxes) payable and to be payable thereunder, and incurred and to be incurred in connection therewith (the "Credit Agreement"); (2) the punctual payment and performance by Customer and other persons of all of their covenants, agreements and obligations under any security agreements, deeds of trust, mortgages, security deeds, trust deeds, deeds to secure debt, pledge agreements, assignments, commitments, loan agreements and other agreements, statements and records executed and delivered to Bank or others on Bank's behalf in connection with the indebtedness evidenced by the Credit Agreement (the Credit Agreement and the other agreements and documents executed and delivered in connection with the Credit Agreement shall be referred to herein collectively as the "Loan Documents", and the Loan Documents may be in a written or tangible medium, electronic medium or some other medium and includes all renewals, extensions, amendments, modifications, replacements and substitutions thereof and therefor); and (3) the punctual payment of any and all sums advanced and paid by Bank, at its option, under the Loan Documents, including, but not limited to, sums advanced and paid by Bank for taxes and insurance premiums and sums advanced and paid by Bank to protect any collateral and other security given for said indebtedness (all of the foregoing, including, without limitation, the principal, interest, fees, charges, premiums and costs and expenses under the Credit Agreement, Customer's and other persons' covenants, agreements and obligations and the sums advanced and paid by the Bank, being hereinafter collectively termed "Obligations of Customer").

In order to implement the foregoing and as additional inducements to Bank, Guarantor further covenants and agrees:

Section 1. Guaranty of Payment. This guaranty is and shall remain an unconditional guaranty of payment and

performance and not a guaranty of collection, shall remain in full force and effect irrespective of any interruption in the business and other dealings and relations of Customer with Bank and shall apply to and guarantee the due and punctual payment and performance of all Obligations of Customer due by Customer to Bank and as otherwise provided herein. To that end, Guarantor hereby expressly waives (1) any right to require Bank to bring any action against Customer, (2) any right to require Bank to bring any action against any other person, (3) any right to require Bank to recover from any collateral and other security, and (4) any right to require Bank to recover from any balance of any deposit or other account on the books of Bank in favor of Customer or any other person through set-off, recoupment or otherwise; and, without limiting the generality of the foregoing, Guarantor herewith expressly waives any right Guarantor otherwise might have or might have had under the provisions of Section 26-7 of the North Carolina General Statutes, et seq. or other North Carolina laws to require Bank to attempt to recover against Customer and to realize upon any collateral and other security which Bank holds for the Obligations of Customer.

Section 2. Guaranties Not Dependent. The obligation of any Guarantor executing this Guaranty Agreement is not and the same shall not be dependent upon the subsequent execution hereof by any other person. And, the termination of guaranty by one or more Guarantors, or the release, settlement or compromise by Bank from time to time and at any number of times with respect to any one or more Guarantors, shall not affect the obligations and liability of the remaining Guarantors hereunder, and as to the remaining Guarantors, this Guaranty Agreement shall continue in effect as if such Guarantors had been the only Guarantors executing this Guaranty Agreement.

Section 3. Guaranty Not Diminished by Bank's Actions.

3.1. Failure to Perfect Liens. Guarantor agrees that Guarantor's liability hereunder shall not be diminished by any failure on the part of Bank to perfect and continue perfection of (by filing, recording or otherwise) any lien and security interest it may now have or hereafter acquire in any property securing this Guaranty Agreement or the Obligations of Customer.

3.2. Release or Surrender of Rights. Guarantor covenants and agrees that Bank may at any time, and from time to time, in its sole discretion, do or cause to be done any one or more of the following: (1) renew, extend and otherwise change the time, manner, place and terms of payment of any and all of the Obligations of Customer, and otherwise modify the Obligations of Customer; (2) grant indulgences generally from time to time to Customer and any other person liable for the Obligations of Customer; (3) exchange, release and surrender any and all of the collateral and other security, or any part thereof or interest therein, by whomsoever deposited, given or made, which is or may hereafter be held by Bank or others on its behalf, or in which it has a lien and security interest in connection with any and all of the Obligations of Customer and any liabilities and obligations of Guarantor hereunder; (4) sell and otherwise dispose of, and purchase all or parts of, or interests in, such collateral and other security at public and private sale, or to or through any securities intermediary or other person, and after deducting all costs and expenses of every kind for collection, preparation for sale, sale and delivery, the net proceeds of any such sales and other dispositions may be applied by Bank toward payment and satisfaction of the Obligations of Customer, in such order as Bank in its discretion may elect, or in such order as Bank may be required to apply the proceeds under applicable law – if applicable law directs a specific manner of application of proceeds; or (5) settle and compromise with the Customer, any insurance carrier and any other person liable thereon, any and all of the Obligations of Customer, or subordinate the payment of all and any part of same to the payment of any other debts and claims which may at any time be due and owing to Bank or any other persons, all in such manner and upon such terms as Bank may deem proper or desirable, and without notice to or further assent from Guarantor, it being agreed that Guarantor shall be and remain bound by this Guaranty Agreement irrespective of the existence, value and condition of any collateral and other security, or the impairment of any collateral and other security (to include, without limitation, impairment due to any failure to perfect or continue perfection of a lien and a security interest and any other act or inaction by Bank or other persons relative to the administration of this Guaranty Agreement, the Obligations of Customer and any collateral and other security), or the unenforceability of any of the Obligations of Customer or the discharge and release of Customer from liability for any of the Obligations of Customer and notwithstanding any such change, exchange, settlement, compromise, surrender, release, failure to perfect or continue perfection and other act or inaction relative to administration, sale and other disposition, application, renewal or extension and notwithstanding also that the Obligations of Customer may at any time exceed the aggregate principal sum hereinabove prescribed (if any such limiting sum appears). If Bank should request Guarantor to consent to any of the foregoing, such request by Bank or consent by Guarantor shall not constitute a

waiver by Bank of the provisions of this Section which permit such actions without Guarantor's consent, nor of any other provision of this Guaranty Agreement relating to acts and inactions of Bank and such request or consent shall not create a course of dealing between Bank and Guarantor that would require the consent of Guarantor to any of the foregoing in the future. Furthermore, this Guaranty Agreement shall not be construed to impose any obligation on Bank to extend or continue to extend credit, to otherwise deal with Customer at any time, or to take or refrain from taking any acts relative to the administration of any of the Obligations of Customer and any collateral and other security for the Obligations of Customer or this Guaranty Agreement.

3.3. Waiver of Default; Forbearance. No waiver by Bank of any default by Guarantor or Customer, or forbearance with respect to any default by either, shall operate as a waiver of any other default or of the same default on a future occasion – or require the forbearance with respect thereto – and no waiver or forbearance by Bank shall limit Guarantor's liability under this Guaranty Agreement or negatively affect the validity and enforceability of this Guaranty Agreement in accordance with its stated terms.

Section 4. Set-off; Application of Payments; Security.

4.1. Set-off on Service of Process. If any process is issued or ordered to be served upon Bank, seeking to seize Customer's or Guarantor's rights or interests in any deposit account, such deposit account shall be deemed to have been and shall be set-off against any and all Obligations of Customer or all obligations and liabilities of Guarantor hereunder, as applicable, as of the time of the issuance of any such writ or process, whether or not Customer, Guarantor or Bank shall then have been served with notice thereof.

4.2. Application of Moneys and other Value. All moneys and other things of value available to and received by Bank for application toward payment of (or reduction of) the Obligations of Customer may be applied by Bank to such individual debts, liabilities, obligations and claims in such manner, and apportioned in such amounts and at such times, as Bank, in its sole discretion, may deem suitable or desirable, or in such order as Bank may be required to apply the money or other things of value under applicable law – if applicable law directs a specific manner of application.

4.3. Security; Set-off. As security for any and all liabilities of Guarantor hereunder, now existing and hereafter arising, Guarantor hereby grants Bank a security interest in any and all moneys, furniture, fixtures, equipment, inventory, documents, investment property, financial assets, promissory notes and other instruments, chattel paper, accounts, payment intangibles and other general intangibles, deposit accounts, supporting obligations, including guarantees, letters-of-credit and letters-of-credit rights and any and all other forms of property and things of value (real, personal or mixed) and any right, title and interest of Guarantor therein and thereto and the proceeds thereof, which have been and may hereafter be deposited or left with Bank (or with any agent or other third person acting on Bank's behalf) by or for the account or credit of Guarantor, including, without limitation, any property in which Guarantor may have an interest. Furthermore, where any obligation of Guarantor is due and unpaid Bank hereunder, Bank is herewith authorized to exercise its right of set-off or "bank lien" as to any demand, checking, time, savings, and other deposit accounts of any nature maintained in and with it by Guarantor, without advance notice. Such right of set-off shall also be applicable and exercised by Bank, in its sole discretion, where Bank is indebted to any Guarantor by reason of any certificate of deposit, bond, instrument or otherwise. Bank also is granted and shall otherwise have recoupment rights and may exercise such recoupment rights where any obligation of Guarantor is due and unpaid to Bank hereunder. If Guarantor or others have executed and delivered to Bank any separate deeds of trust, mortgages, security deeds, deeds to secure debts, trust deeds, security agreements, assignments or other security documents in connection with this Guaranty Agreement, the property and property rights therein described shall secure this Guaranty Agreement and Guarantor's payment and performance obligations hereunder to the extent and all as provided herein and in said separate security documents. If Guarantor or others have so executed and delivered security documents as aforesaid, some or all of them may be listed or described on Exhibit A attached hereto, but, the failure of any or all of such security documents to be listed or described thereon shall not limit this Guaranty Agreement, the effectiveness and enforceability of any security documents not listed or described on Exhibit A and the liabilities of Guarantor and others hereunder or under such security documents.

Section 5. Financial Information on Guarantor; Bank's Records Controlling. Guarantor shall provide Bank with

such financial information as Bank may from time to time request. Any statement of account or records that bind the Customer shall be binding against the Guarantor and the records of Bank maintained in the ordinary course of its business with respect to the Obligations of Customer shall be binding on Guarantor in all respects, including, without limitation, the extent and nature of the Obligations of Customer and the liabilities of Guarantor under this Guaranty Agreement.

Section 6. Customer's Organization Status.

6.1. Authority of Customer's Officers and Employees. If Customer is not an individual but a registered organization or other form of organization, this Guaranty Agreement covers all Obligations of Customer purporting to be created or undertaken on behalf of such organization by any one or more shareholder, director, officer, executive, employee, partner, manager, member or agent of such organization, without regard to the actual authority of any such person, whether or not organization resolutions, proper or otherwise, are given by any Customer to Bank, and whether or not such purported organizations are legally chartered, registered or organized.

6.2. Change in Legal Status. In the event of a change in, or amendment or modification of the legal status or existence of the Customer, this Guaranty Agreement shall continue and shall also cover the indebtedness of the Customer under the new or amended status, according to the terms hereof guaranteeing the obligations of the original Customer.

Section 7. Guarantor's Waiver of Rights.

7.1. Subordination of Customer's Debts to Guarantor. In the event that Guarantor shall pay any sums under this Guaranty Agreement, or in the event that Customer or any owner of property in which Bank has been granted a lien or security interest to secure the Obligations of Customer is now or shall hereafter become indebted to Guarantor, Guarantor agrees (1) that the amount of such indebtedness and all interest thereon shall at all times be subordinate as to lien, times of payment and in all other respects to all sums at any time owing to Bank with respect to the Obligations of Customer, (2) that Guarantor shall not be entitled to enforce or receive payment on account of such other indebtedness until all sums owing to the Bank have been paid in full and (3) that to the extent Guarantor does enforce or receive payment in contravention of Guarantor's agreement hereunder, all moneys, property and other things of value received by Guarantor and others on Guarantor's behalf shall be held by Guarantor and such other persons in trust for Bank and for the account of Bank and the same shall be paid or delivered to Bank immediately upon request therefor by Bank.

7.2. Reinstatement of Obligations of Customer. Guarantor agrees that in the event any judgment or any court order or any administrative order for turnover or recovery is entered against Bank (whether by consent, compromise, settlement or otherwise) for, or Bank is required or agrees to repay (1) the amount of any monetary payment or transfer of any property (whether real, personal or mixed, tangible or intangible, or the value thereof) made to Bank by or on behalf of the Customer or Guarantor for credit to the Obligations of Customer, or (2) the amount of any set-off or recoupment exercised by Bank and credited to Obligations of Customer, then in such event (and notwithstanding the prior discharge or satisfaction in whole or in part of any or all Obligations of Customer due Bank or the written or stamped notation of cancellation, release, or satisfaction affixed to this Guaranty Agreement or any instrument of indebtedness evidencing the Obligations of Customer, or any prior notice of the termination of this Guaranty Agreement as to future debts of Customer) the amount or value of any such payments, property, set-off and recoupment recovered from Bank shall be deemed to be Obligations of Customer and this Guaranty Agreement and the liabilities of Guarantor hereunder shall be automatically revived and reinstated and shall continue and remain in full force and effect as to the same, together with interest thereon from date of recovery at the rate applicable to the Obligations of Customer to which any such payments, transfers and set-off were credited, costs of court, and the reasonable attorneys' fees incurred by Bank in connection therewith.

7.3. Waiver of Subrogation. Guarantor expressly waives, for Bank's benefit and the benefit of Customer and any other guarantor, maker, endorser, obligor and debtor on the Obligations of Customer, any and all rights of recourse against Customer, and any other guarantor, maker, endorser, obligor and debtor on the Obligations of Customer, and property and assets of the same, arising out of any payment made under or pursuant to this Guaranty

Agreement, including any claim of subrogation, reimbursement, exoneration, contribution and indemnity that Guarantor may have against the Customer, any other guarantor, maker, endorser, obligor and debtor on the Obligations of Customer. Guarantor will not enter into any contract or agreement in violation of the provisions hereinabove, and any such purported contract or agreement shall be void ab initio.

Section 8. Events of Default; Remedies.

8.1. Events of Default. Guarantor shall be in default under this Guaranty Agreement upon the happening of any of the following events, circumstances and conditions, 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, to wit:

(a) default in the payment or performance of any of the obligations or of any covenant, warranty or liability contained or referred to herein, or contained in any other contract, agreement or record of Customer or Guarantor with Bank, whether now existing or hereafter arising;

(b) any warranty, representation or statement made or furnished, or hereafter made or furnished, to Bank or others for the benefit of Bank, by or on behalf of Customer or Guarantor, in connection with this Guaranty Agreement, or to induce Bank to extend credit or deal with Customer or Guarantor or otherwise with respect to the Obligations of Customer proving to have been false or inaccurate in any material respect when made or furnished;

(c) the death or mental incompetency of a Guarantor or Customer who is an individual and the dissolution, liquidation, termination of existence, merger or change in control of or in a Guarantor or Customer that is a registered organization or other organization;

(d) insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any state or federal bankruptcy or insolvency laws by or against Guarantor or Customer;

(e) failure of a Customer or Guarantor that is a registered organization to maintain its existence in good standing;

(f) the entry of any monetary judgment or the assessment or filing of any tax lien against either Customer or Guarantor or the issuance of any writ of garnishment or attachment against any property of, debts due or rights of Customer or Guarantor, to specifically include the commencement of any action or proceeding to seize moneys of Customer or Guarantor on deposit in any deposit account with Bank;

(g) if Customer or Guarantor is a registered organization or other organization, the default in the payment or performance of any indebtedness or other obligation which is now owing to Bank or any indebtedness or other obligation which arises in the future and is owing to Bank by any subsidiary of Guarantor or the Customer; or

(h) if Bank should otherwise deem itself, any security interests, its collateral or other security, or the Obligations of Customer guaranteed hereby and hereunder or the liability of Guarantor hereunder unsafe or insecure, or should Bank, in good faith, believe that the prospect of payment or other performance by Customer or Guarantor is impaired.

8.2. Remedies. Upon the occurrence of any of the foregoing events, circumstances or conditions of default set forth in Section 8.1 above, at Bank's option, all of the obligations evidenced and created in this Guaranty Agreement and secured or guaranteed hereby shall immediately be due and payable without demand or notice. Furthermore, whether or not Bank accelerates the aforesaid obligations because of the occurrence of an event of default, Bank may exercise, and cause to be exercised by others on its behalf, all of the rights and remedies granted hereunder that may be exercisable by Bank upon the occurrence of an event of default, all of the rights or remedies of a secured party or holder-in-due course under the Uniform Commercial Code in the jurisdiction whose laws

govern this Guaranty Agreement, as the same is in effect from time to time, and all rights and remedies otherwise afforded in law and in equity under other laws of the aforementioned jurisdiction.

Section 9. Miscellaneous.

9.1. Anti-Money Laundering and Anti-Terrorism. Guarantor represents, warrants and covenants to Bank as follows: (1) Guarantor (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) Guarantor 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) Guarantor 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 of Customer, 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.

9.2. No Effect on Other Guaranties. This Guaranty Agreement does not terminate, cancel, supersede, renew or substitute for any existing guaranty or other supporting obligation to Bank by any Guarantor, unless expressly provided herein, and the execution and delivery hereafter to Bank by any Guarantor of a new guaranty and other supporting obligation shall not terminate, cancel, supersede, or be a renewal or substitution for this Guaranty Agreement, unless expressly provided therein, and all rights and remedies of Bank hereunder, under any other existing guaranty agreement and other supporting obligation, and under any guaranty agreement and other supporting obligation hereafter given to Bank by any Guarantor shall be cumulative and may be enforced singly, successively, alternately and concurrently.

9.3. No Reliance by Guarantor on Bank. Guarantor warrants and covenants that Guarantor has made such inquiries as Guarantor deems necessary in order to ascertain the financial condition of Customer, and has, in fact, ascertained the financial condition of Customer and is satisfied with such financial condition, that Guarantor has adequate means to obtain from Customer, on a continuing basis, information concerning the financial condition of Customer, and that Guarantor has not relied, and will not rely, on Bank to provide such information, now or in the future. The relationship of Bank to Guarantor 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 Guarantor and no such relationship shall be drawn or implied from (1) this Guaranty Agreement and any security documents relative to this Guaranty Agreement, (2) the Obligations of Customer and any of the Loan Documents and (3) any of Bank's actions or inactions hereunder or thereunder, or with respect hereto or thereto - and, Bank has no obligation to Guarantor and any other person relative to administration of the Obligations of Customer, the Loan Documents, this Guaranty Agreement and any collateral and other security for any of the foregoing, or any part or parts thereof or interests therein.

9.4. Credit Investigations; Sharing of Information. Bank is irrevocably authorized by Guarantor to make or have made such credit investigations as it deems appropriate to evaluate Guarantor's credit, personal and financial standing and employment, and Guarantor authorizes Bank to share with consumer reporting agencies and creditors its experiences with Guarantor and other information in Bank's possession relative to Guarantor. Bank shall not have any obligation or responsibility to do any one or more of the following: (1) protect or preserve any collateral and other security given or to be given in connection herewith against the rights of third persons having an interest therein; (2) provide information to third persons relative to the Obligations of Customer, Bank's liens or security interests in any collateral and other security, this Guaranty Agreement or otherwise with respect to Guarantor; or (3)

subordinate its security interests in any collateral and other security to the interests of any third persons or to enter into control agreements relative to such collateral and other security.

9.5. Maintenance of Records by Bank. Bank is authorized to maintain, store and otherwise retain this Guaranty Agreement, any separate security documents and other agreements executed and delivered or to be executed and delivered by Guarantor and others on Guarantor'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; and a record of this Guaranty Agreement and such other documents and agreements in a non-tangible medium which is retrievable in a perceivable form shall be the agreement of Guarantor and others on Guarantor's behalf, as applicable, to the same extent as if this Guaranty Agreement and such other documents and agreements were in their original, inscribed tangible medium and such a record shall be binding on and enforceable against Guarantor and such others notwithstanding the same are in a non-tangible form and notwithstanding the signatures of the signatories thereof are electronic, typed, printed, computer generated, facsimiles or other reproductions, representations or forms.

9.6. Financing Statements. Guarantor irrevocably authorizes Bank to file such financing statements as may be necessary to protect, in Bank's opinion, Bank's security interests and, to the extent Bank deems necessary or appropriate, to sign the name of Guarantor with the same force and effect as if signed by Guarantor and to make public in financing statements and other public filings such information regarding Guarantor as Bank deems necessary or appropriate, including, without limitation, federal tax identification numbers, social security numbers and other identifying information.

9.7. Documentary and Intangibles Taxes. To the extent not prohibited by law and notwithstanding who is liable for payment of the taxes and fees, Guarantor shall pay, on Bank's demand, all intangible personal property taxes, documentary stamp taxes, excise taxes and other similar taxes assessed, charged or required to be paid in connection with this Guaranty Agreement.

9.8. Payment of Expenses. Without limiting any other provision of this Guaranty Agreement relating to Guarantor's payment of costs and expenses incurred by and on behalf of Bank, but in addition thereto, Guarantor shall pay to Bank on demand any and all costs and expenses of collection, including reasonable attorneys' fees in the amount of fifteen (15%) percent of the outstanding amount of the Obligations of Customer after default and, if applicable law prohibits payment of attorneys' fees when collection is through an attorney who is a salaried employee of Bank, referral to an attorney not a salaried employee of Bank. Guarantor shall also pay all cost and expenses incurred or paid by and on behalf of Bank in protecting its interest in any collateral and other security securing this Guaranty Agreement and in enforcing and protecting its rights hereunder. All of the foregoing costs and expenses shall be paid with interest thereon at the contract rate at which interest accrues from time to time on the Obligations of Customer – or if interest accrues at different contract rates, any one of the contract rates at which interest accrues as selected by Bank, in its sole discretion, which rate may be fixed or variable – from the earlier of the date paid, incurred or on which they become due until such costs and expenses are paid by Guarantor. All sums so paid and expended by Bank, and the interest thereon, shall be added to the amounts payable under this Guaranty Agreement.

9.9. Waiver of Notice and Presentment; Defenses. Guarantor hereby waives to the extent permitted by law: (1) notice of acceptance of this Guaranty Agreement; (2) notice of extensions of credit and continuations of credit extensions to Customer by Bank; (3) notice of entering into and engaging in business transactions and contractual relationships and any other dealings between Customer and Bank; (4) presentment and demand for payment of any of the Obligations of Customer; (5) protest and notice of dishonor or default to Guarantor and to any other person with respect to any of the Obligations of Customer and with respect to any security therefor; (6) all other notices to which Guarantor might otherwise be entitled; (7) any demand for payment under this Guaranty Agreement; (8) any defense of any kind which the Customer might have; and (9) application of any other defenses available to Guarantor.

9.10. Jury, Venue, Jurisdiction. This Guaranty Agreement shall be deemed to have been executed and delivered in the State of South Carolina, regardless of where the signatories may be located at the time of execution, and this Guaranty Agreement 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. Guarantor: (a) to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Guaranty Agreement or any of the Obligations of Customer; (b) irrevocably submits to the jurisdiction of either (1) the state courts of the jurisdiction identified above in this Section or (2) a United States District Court for any federal district in such jurisdiction over any action or proceeding arising from or related to this Guaranty Agreement or any of the Obligations of Customer; and (c) irrevocably waives, to the fullest extent Guarantor may effectively do so, the defense of improper venue or an inconvenient forum to the maintenance of any such action or proceeding. Nothing in this Section shall affect or impair Bank's right to serve legal process in any manner permitted by law or Bank's right to bring any action or proceeding against Guarantor or Guarantor's property in the courts of any other jurisdiction.

9.11. No Usury; No Illegal Provisions. Anything contained herein to the contrary notwithstanding, if for any reason the effective rate of interest on any of the Obligations of Customer should exceed the maximum lawful contract rate, the effective rate of such obligations shall be deemed reduced to and shall be such maximum lawful contract rate. Any sums of interest which have been collected in excess of such maximum lawful contract rate shall be applied, at Bank's election – if permitted by applicable law, as a credit against the unpaid principal balance due on the Obligations of Customer, or hereunder, or returned to the person who paid the interest that exceeded the maximum lawful contract rate. Wherever possible each provision of this Guaranty Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty Agreement 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 Guaranty Agreement.

9.12. Joint and Several Liability; Use of Terms. If more than one person has signed this Guaranty Agreement, such parties are jointly and severally obligated hereunder. Further, (1) 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; (2) 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 organizations, including public and quasi-public bodies, as well as individuals; (3) 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; (4) the term "Guarantor", as used herein, shall (if signed by more than one person) mean the "Guarantors and each of them"; (5) 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 Guarantor or Customer, or by one or more Subsidiaries of Guarantor or Customer, or Guarantor or Customer and one or more Subsidiaries of Guarantor or Customer, or (ii) otherwise controlled by or within the control of Guarantor, Customer or any Subsidiary of either; (6) terms used in this Guaranty Agreement which are not defined herein shall have the meaning ascribed thereto in the Uniform Commercial Code in effect from time to time in the jurisdiction whose laws govern this Guaranty Agreement; (7) all references to "Guaranty Agreement" mean this Guaranty Agreement and all amendments, modifications, renewals, extensions, replacements and substitutions thereof and therefor; and (8) this Guaranty Agreement shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Guaranty Agreement.

9.13. Successors and Assigns. This Guaranty Agreement shall be binding upon Guarantor, and the heirs, executors, administrators, successors and assigns of Guarantor; it shall inure to the benefit of, and be enforceable by Bank, and its successors, transferees and assigns; and Guarantor waives and will not assert against any transferee or assignee any claims, defenses, set-offs and rights of recoupment which Guarantor could assert against Bank, except defenses which Guarantor cannot waive. The death of Guarantor shall not terminate any liability hereunder.

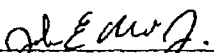
9.14. Entire Agreement. This Guaranty Agreement constitutes the entire agreement between the Guarantor and Bank with respect to this guaranty, and no waivers and modifications shall be valid unless they are in writing and duly executed by the party to be charged thereby, and further expressly approved in writing by an authorized officer of Bank in the Bank's Loan Servicing Center (or successor thereto). Notwithstanding the foregoing, in the event any provision of this Guaranty Agreement should be left blank or incomplete, Guarantor hereby authorizes and

empowers Bank to supply and complete the necessary information to complete or fill in the blank provision and Bank, or any other holder hereof, may correct patent errors in this Guaranty Agreement.

9.15. Time of Essence; Notices. Time is of the essence under this Guaranty Agreement. All notices, certificates and other communications hereunder shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth herein. Guarantor and Bank may, by written notice given hereunder, designate a different address where communications should be sent. Bank may direct, by notice to Guarantor, that notices, requests and other communications shall be sent electronically or in some other non-tangible medium.

9.16. Guarantor's Acknowledgment. Guarantor acknowledges that Guarantor has read this Guaranty and fully understands the rights granted to Bank herein, and the waiver of rights of Guarantor. Guarantor further acknowledges that each of the terms contained herein is a material inducement to Bank to extend credit to the Customer and is necessary in order for the Bank to fully realize the benefits of Bank's bargained for agreement with the Customer and Guarantor. Guarantor: (1) represents to Bank the information contained in this Guaranty Agreement is true, accurate and correct; (2) agrees to promptly notify Bank in writing of any changes therein and any inaccuracies thereto, such notification to be addressed to Bank at Bank's address set forth herein; and (3) acknowledges that Bank is relying upon the information being complete, accurate and correct and that Bank is under no obligation to make an independent investigation with respect to the accuracy and correctness thereof and has not made an independent investigation regarding same.

The undersigned has executed this Guaranty Agreement as of the day and year first above stated.



Print Name: JOHN E. MARKO, JR.

Witness:


Print Name: DONALD E. HORVATH

[Exhibit A and Attachment A follow]

EXHIBIT A
Attached
to
Unconditional Guaranty Agreement
(Single Loan)

Description of Security Documents (List or describe agreements and documents that secure this Guaranty Agreement): None.

ATTACHMENT
to
Unconditional Guaranty Agreement (Single Loan)
(Changes in Guaranty)

This Attachment to Unconditional Guaranty Agreement (Single Loan) (the "Guaranty Agreement") executed on the date hereof, is entered into between RBC CENTURA BANK and JOHN E. MARKO, JR.. This attachment amends and supplements the Guaranty Agreement. In the event of any conflict between the terms of the Guaranty Agreement and this Attachment, the terms of this Attachment shall control.

Section 1. Prior Guaranty Superseded. This Guaranty supersedes and replaces all prior guaranties executed by Guarantor with respect to the Note and the Indebtedness.

Section 2. Security; Set-off. Section 4.3 of the Guaranty is hereby deleted.

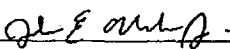
Section 3. Cross Default. Notwithstanding Section 8.1(a) or any other provision of the Guaranty to the contrary, the occurrence of default or event of default under any indebtedness or other obligation now or hereafter owing by Customer or Guarantor to Bank other than the Note, the Credit Agreement, or the other Loan Documents shall not constitute an Event of Default under or within the meaning of the Guaranty.

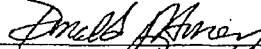
Section 4. Death of Guarantor. Notwithstanding the provision of Section 8.1(d) of the Guaranty, the death of the Guarantor shall not be a default so long as (i) the terms of the Note and the Loan are being satisfied and no other Event of Default has occurred, (ii) within 90 days after such death, other family member(s) having a financial condition, credit history, and liquidity satisfactory to Bank in its sole discretion, including all heirs or devisees to whom title to any mortgaged property will pass, sign new guaranties assuming the obligations of the deceased. Until the obligation to guarantee this Note and the Loan is assumed by a successor or successors to the deceased satisfactory to Bank in its sole discretion as set forth above, then at the option of Bank no additional advances need be made by Bank under the Loan. Notwithstanding the death of any Guarantor, all payments required to be made shall be made under the Loan when and as due.

Section 5. Reasonable Attorneys Fees. The first sentence of Section 9.8 of the Guaranty is hereby deleted and the following sentence substituted in its stead: "Without limiting any other provision of this Guaranty Agreement relating to Guarantor's payment of costs and expenses incurred by and on behalf of Bank, but in addition thereto, Guarantor shall pay to Bank on demand any and all costs and expenses of collection, including reasonable attorneys' fees."

Section 6. Cure Periods. No action may be commenced under this Guaranty unless all applicable grace or cure periods set forth in the Note relating to the default or Event of Default under the Note giving rise to such action shall have expired, and such default or Event of Default shall have continued unremedied; provided, however, that in the event of the filing by or against the Borrower of a proceeding in bankruptcy, an action may be commenced under this Guaranty without regard to any grace or cure periods in the Note.

Witness:


Print Name: JOHN E. MARKO, JR.


Print Name: DONALD L. SMITH

Witness:

RBC CENTURA BANK

By: ME Baker
Michael E. Baker
Title: Banking Officer

Print Name: ALYSON C Campbell

Bank Use Only: Customer Number	_____
Account Number	_____

RBC Bank

Continuing Guaranty Agreement
(Unlimited)

July 15, 2011

Charleston, South Carolina

THIS CONTINUING GUARANTY AGREEMENT ("Guaranty"), entered into as of the 15th day of July, 2011, by DEBORAH RICE-MARKO ("DRM"), JOHN E. MARKO, JR. ("JRM"), EVAN R. MARKO ("ERM"), and LIBERTY COTTAGES LAND, LLC ("Liberty Land") (collectively, "Guarantor", whether one or more), to RBC BANK (USA) ("Bank").

Each of the Borrowers set forth on Exhibit A to this Guaranty ("Borrower", whether one or more) has asked the Bank to restructure certain payment conditions and forbear from exercising its rights and remedies under the Existing Loan Documents (as defined in the Forbearance Agreement, hereinafter defined) and applicable law, on the terms as set forth therein, and the Bank has agreed to restructure such payment conditions and forbear from exercising its rights and remedies under the Existing Loan Documents and applicable law, subject to the terms and conditions expressly set forth in that certain Forbearance Agreement (the "Forbearance Agreement") dated as of the date hereof among Borrower, Guarantor and Bank and the documents, instruments and agreements executed and to be executed pursuant to the Forbearance Agreement. Bank is unwilling to enter into the Forbearance Agreement unless it receives an unconditional and continuing, joint and several guaranty from Guarantor covering all "Liabilities", as hereinafter defined.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantor, and in order to induce Bank, to enter into the Forbearance Agreement and to continue to extend secured and unsecured credit to Borrower and to generally engage in various business transactions and other contractual relationships with Borrower, Guarantor, jointly and severally, if more than one, hereby absolutely and unconditionally guarantees to Bank the full and prompt payment and performance, upon demand by Bank and on the terms and conditions hereinafter stated, when due, whether at stated maturity, by acceleration or otherwise, of each one of and all of the Liabilities, subject to the limitations set forth herein.

In order to implement the foregoing and as additional inducements to Bank, Guarantor, jointly and severally, if more than one, further covenants and agrees:

Liabilities; Limitation of Liabilities

The term "Liabilities" in this Guaranty means and includes any and all of the following, together with any and all renewals, extensions, modifications, amendments, changes, consolidations, replacements or substitutions thereof or therefor, whether Borrower may be liable to Bank, jointly with others or individually, as a debtor, maker, co-maker, drawer, endorser, guarantor, surety or otherwise, and whether voluntarily or involuntarily incurred, due or not due, absolute or contingent, direct or indirect, liquidated or unliquidated: (1) any and all obligations, indebtedness and liabilities owing or due by Borrower to Bank, now existing or later arising, including any and all loans, credit lines, revolving lines of credit, advances, credit extensions, overdraft indebtedness, credit card indebtedness, lease obligations and premium and other obligations relating to any Rate Management Transaction, including without limitation the Obligations as defined in the Forbearance Agreement (whether presently committed or committed in the future, currently existing or later arising, individually and collectively "Credit Extensions"); (2) any and all interest, fees, charges, fines, penalties, prepayment premiums and other premiums and costs and expenses, now existing or later arising or accruing, under or in connection with any and all of the Credit Extensions; (3) Borrower's and any and all other persons' (other than Bank's) covenants, agreements and obligations under any and all agreements and documents, including without limitation the Forbearance Agreement and the other Loan Documents, as defined therein, now or hereafter executed/delivered to Bank or others on Bank's behalf in connection with any one or more Credit Extensions (such agreements and documents, which are incorporated in

EXHIBIT

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this Guaranty, will be referred to herein individually and collectively as the "Loan Documents", and include all renewals, extensions, amendments, modifications, changes, consolidations, replacements and substitutions thereof and therefor); (4) any and all sums now or hereafter advanced or paid by Bank under or in connection with any one or more Credit Extensions or the Loan Documents to protect its security or otherwise; and (5) all monetary obligations incurred by or accrued to Bank during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, relative to Borrower or any one or more Credit Extensions or Loan Documents. The term "Rate Management Transaction" in this Guaranty means any transaction and all agreements with respect thereto, now existing or hereafter entered into between Borrower and Bank or others on Bank's behalf, which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction or any combination thereof (including any option with respect to any of these transactions), whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

Notwithstanding anything in this guaranty to the contrary, the following limitations shall apply:

1. Only DRM shall be obligated for Liabilities arising from the DRM Line of Credit (as defined in the Forbearance Agreement);
2. Only DRM, JEM, and ERM shall be obligated for Liabilities arising from the Dorchester Loan (as defined in the Forbearance Agreement);
3. Only DRM, JEM, and ERM shall be obligated for Liabilities arising from the Cottages Loan (as defined in the Forbearance Agreement);
4. Only DRM and Liberty Land shall be obligated for Liabilities arising from the ROA Loan #1 (as defined in the Forbearance Agreement);
5. Only DRM shall be obligated for Liabilities arising from the ROA Loan #2 (as defined in the Forbearance Agreement);
6. Only DRM, JEM, and ERM shall be obligated for Liabilities arising from the Royal Loan (as defined in the Forbearance Agreement);
7. Only JEM and ERM shall be obligated for Liabilities arising from the Brothers Loan #1 (as defined in the Forbearance Agreement);
8. Only JEM and ERM shall be obligated for Liabilities arising from the Brothers Loan #2 (as defined in the Forbearance Agreement); and
9. Only DRM shall be obligated for Liabilities arising from the Clarksville Loan (as defined in the Forbearance Agreement).

Guaranty of Payment

This guaranty is and will remain an unconditional guaranty of payment and performance and not a guaranty of collection. Guarantor herewith expressly waives any right Guarantor otherwise might have or might have had under the provisions of laws to require Bank to attempt to recover against Borrower and to realize upon any collateral and other security which Bank holds for the Liabilities.

Termination of Guaranty

Guarantor agrees that this Guaranty shall terminate on the date on which all Liabilities shall have been repaid in full in cash, all other obligations of Borrower under any Loan Document shall have been satisfied, other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted (subject to reinstatement as set forth herein and except for the survival of contingent indemnification obligations). This Guaranty shall remain in full force and effect and continue to be effective should any petition be filed by or against Borrower or Guarantor for liquidation or reorganization, should Borrower or Guarantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Borrower's or Guarantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Liabilities, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by Bank, whether as a "voidable preference," "fraudulent

conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Liabilities shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

General Provisions

Guarantor represents and warrants to Bank that this Guaranty does not conflict with or otherwise violate, either in whole or in part, any agreement to which Guarantor is a party or any agreement by which Guarantor is bound or to which Guarantor is subject.

Guarantor acknowledges that: (1) Guarantor benefits from the Forbearance Agreement and the Liabilities; (2) Guarantor is familiar with Borrower and its business; and (3) Bank has not made any representations to Guarantor relative to any of the Liabilities or any person, or any person's business, that is now or that may in the future be obligated on any of the Liabilities, including Borrower or any other guarantor, accommodation party or supporting obligor. Guarantor agrees Bank has no responsibility for keeping Guarantor informed regarding Borrower's financial condition or that of any other person.

Guarantor agrees this Guaranty does not terminate, supersede or substitute for any existing guaranties from Guarantor to Bank.

Guarantor agrees to furnish Bank all financial information or other information Guarantor may be required to provide Bank under any of the Loan Documents and to furnish Bank any other information as Bank may from time to time request. Guarantor agrees to abide by, remain in compliance with and otherwise fully and timely perform all of the terms, provisions, covenants and agreements in any of the Loan Documents that may now or in the future be applicable to or otherwise binding upon Guarantor or any of its property, including any financial covenants, reporting requirements and covenants limiting disposition of assets or a change in control.

Guarantor agrees its obligations under this Guaranty are not dependent upon any other person guaranteeing or continuing to guarantee payment of any or all of the Liabilities.

Guarantor agrees that its liability under this Guaranty will not be limited, diminished or extinguished, in whole or in part, by, and that its consent will not be required relative to, any changes to, or any acts or inactions on Bank's part or any other person's part with respect to, any one or more of the following: (1) Borrower; (2) any of the Liabilities; (3) any of the Loan Documents; (4) any guarantor or other supporting obligor of any or all of the Liabilities; or (5) any property, or any liens or security interest therein or thereon, now or in the future securing this Guaranty, any or all of the Liabilities or any other guaranties or supporting obligations. Guarantor agrees that its liability under this Guaranty will not be limited, diminished or extinguished, in whole or in part, by the unenforceability or invalidity of any of the Liabilities as to Borrower or any other person, or the unenforceability or invalidity of any other guaranties or supporting obligations for any of the Liabilities, including any liens or security interests.

Guarantor waives presentment, demand, protest, notice of dishonor and any other notices to which Guarantor may otherwise be entitled. Guarantor agrees that until the Liabilities are paid and satisfied in full and Guarantor's liability under this Guaranty is fully satisfied and discharged in accordance with the terms of this Guaranty, Guarantor will not have, and Guarantor waives, any claim of subrogation, reimbursement, exoneration, contribution and indemnity with respect to this Guaranty, the Liabilities, Borrower and any other person obligated on the Liabilities. Guarantor waives any defenses or benefits of a surety, accommodation party or other supporting obligor to which Guarantor may be entitled by statute or otherwise at law or in equity, including (1) any defenses or benefits relating to or arising from release, estoppel, election of remedies, rights to appraisal or marshalling of assets, (2) any defenses or benefits relating to or arising under judicial or non-judicial collection or foreclosure laws or procedures, or under any anti-deficiency laws, and (3) the right to appear, be scheduled or otherwise treated as a "creditor" in any federal or state bankruptcy or insolvency proceeding and any defenses or benefits relating to or arising under any federal or state bankruptcy, insolvency or debtor relief laws.

Guarantor agrees that until the Liabilities are paid in full, unless Bank agrees otherwise in writing: (1) Guarantor will not receive payment on any indebtedness owed by Borrower to Guarantor, or withdraw capital invested by it in Borrower, or otherwise receive any distributions from Borrower; (2) to the extent Guarantor receives any payments, withdrawals or other distributions from Borrower the same will be deemed received by Guarantor in trust for the benefit of Bank and, upon demand for payment thereof by Bank, will be paid to Bank for application by Bank against the Liabilities; (3) all Guarantor's present and future claims against Borrower or Borrower's property, including claims for money owed under promissory notes and other evidences of indebtedness, and any liens or security interests securing such claims, will be subordinate in all respects to Bank's present and future claims against Borrower and Borrower's property, and all liens and security interests securing such claims; and (4)

Guarantor will not foreclose on or otherwise enforce through either judicial or non-judicial proceedings any liens or security interests securing any of Guarantor's present or future claims against Borrower or Borrower's property.

If Bank is required to return or repay any payments made on the Liabilities, Guarantor agrees the Liabilities intended to be satisfied by such returned or repaid payments will be revived and continued in full force and effect as if said returned or repaid payments had not been made, and that this Guaranty will continue to be effective or reinstated, as the case may be, as to such returned or repaid payments.

Time is of the essence for the performance of all of Guarantor's covenants and agreements set forth in this Guaranty, including its payment obligations under this Guaranty. If Guarantor fails to pay any amount owing under this Guaranty as and when due or otherwise breaches any of its representations, warranties, covenants or other agreements hereunder, Bank may, without prior notice to Guarantor or any other person, exercise or otherwise pursue any and all rights and remedies available to Bank under this Guaranty, any of the Loan Documents, at law or in equity, including acceleration of payment or performance obligations.

Guarantor agrees to pay to Bank, on Bank's demand, all costs and expenses incurred by Bank in connection with enforcement of Bank's rights and remedies under this Guaranty.

Except as provided herein to the contrary, all notices hereunder will be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth in the Forbearance Agreement, provided either Guarantor or Bank may, by written notice to the other, designate a different address where communications should be sent.

This Guaranty will be governed by the substantive laws of the State of South Carolina, excluding, however, the conflict of law and choice of law provisions thereof. If any provision of this Guaranty will be prohibited or invalid under such law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

To the extent permitted by law, Guarantor waives any right to a trial by jury in any action arising from or related to this Guaranty or any of the Liabilities.

This Guaranty will apply to and bind Guarantor's heirs, successors and assigns. At any time or times and without notice to Guarantor or any other person, Bank may sell one or more participations in any of the Liabilities and may assign this Guaranty and any of the Loan Documents in whole or in part; and, this Guaranty will apply to, be binding upon and inure to the benefit of each one of and all of Bank's participants, successors and assigns, including any agent that may administer or service any of the Liabilities for any holder of this Guaranty or any of the Loan Documents, or any participants.

Bank may make such credit investigations and other investigations regarding Guarantor as Bank deems necessary or appropriate, including any investigations as may be necessary or advisable under applicable law. Unless otherwise prohibited by applicable law, Bank may disclose financial and other information concerning Guarantor to any person, including any of the following: governmental agencies; credit bureaus and other similar persons; Guarantor's other creditors or prospective creditors; Bank's authorized representatives and any administrative or servicing agents, and to Bank's respective affiliates and their respective authorized representatives and any administrative or servicing agents; any participant or prospective participants, and to any assignee or prospective assignee, of the Liabilities or any part or parts thereof, and the authorized representatives and any administrative or servicing agents for such persons.

In this Guaranty: (1) the singular includes the plural and vice versa; (2) words in the neuter gender include any gender; (3) "including" means "including but not limited to"; (4) "and" may have a joint meaning or a several meaning and "or" may have an inclusive meaning or an exclusive meaning; (5) the word "all" includes "any" and the word "any" includes "all"; (6) words importing "persons" will include individuals as well as corporations and other organizations; (7) the phrase "costs and expenses" will include the reasonable fees of attorneys and other service providers, including those incurred in connection with and during the pendency of any reorganization, receivership, insolvency or bankruptcy, and will include intangible personal property taxes, documentary stamp taxes, excise taxes and other similar taxes; (8) terms that are not defined in this Guaranty but are defined in any of the other Loan Documents will have the meaning given to such terms in the Loan Documents in which such terms are defined, and the rules on usage of terms contained in the other Loan Documents will apply to this Guaranty; and (9) all of Guarantor's representations and warranties will be deemed continuing representations and warranties.

This Guaranty constitutes the entire agreement between the Bank and Guarantor with respect to this guaranty. Any modification of this Guaranty and any waiver of Bank's rights or remedies under this Guaranty must be through a writing executed by an authorized representative of Bank in order for the modification or waiver to be enforceable.

against Bank. When requested by Bank for any reason, including to comply with any requirements of law, Guarantor will re-confirm, in writing, to Bank, its continuing liability and obligation under this Guaranty, such written re-confirmation to be in such form as Bank may require, including a statement of re-confirmation or a substitute or replacement guaranty.

Anti-Money Laundering

Guarantor represents and warrants to Bank as follows: (1) Guarantor is not a person whose property or interest in property is blocked or subject to blocking pursuant to any laws of the U.S.; (2) Guarantor is not a person on the list of Specially Designated Nationals and Blocked Persons and Guarantor is not subject to any limitations or prohibitions under any regulations or orders of the U.S. Department of Treasury's Office of Foreign Assets Control; and (3) Guarantor is in compliance with and does not engage in any dealings or transactions prohibited by any laws of the U.S., including the USA Patriot Act, the Trading with the Enemy Act or the U.S. Foreign Corrupt Practices Act of 1977, all as amended.

EXECUTED under SEAL by the undersigned as of the day and year first above stated.

GUARANTORS:

Deborah Rice-Marko [SEAL]
Deborah Rice-Marko, individually

Evan R. Marko [SEAL]
Evan R. Marko, individually

John E. Marko, Jr. [SEAL]
John E. Marko, Jr., individually

LIBERTY COTTAGES LAND, LLC

By: Deborah Rice-Marko [SEAL]
Name:
Title:

EXHIBIT A

BORROWERS

1. Deborah Rice-Marko
2. GW Dorchester, LLC
3. Liberty Cottages, LLC
4. ROA, LLC
5. Royal Beach Properties, LLC
6. The Brothers of SC, LLC
7. USS Clarksville, LLC

NN

PROMISSORY NOTE

\$1,763,000.00

June 24, 2005

FOR VALUE RECEIVED, ROA, LLC, a South Carolina limited liability company (the "Borrower"), promises to pay to the order of RBC CENTURA BANK (together with any successors, subsequent holders, and assigns, "Lender"), at 100 Calhoun Street, 2nd Floor, Charleston, South Carolina 29401, or at such other place as Lender may from time to time designate, the principal sum of ONE MILLION SEVEN HUNDRED SIXTY-THREE THOUSAND AND NO/100 Dollars (\$1,763,000.00), in lawful money of the United States of America, with interest at the rate or rates set forth below. The obligation of Borrower to make the payments of principal and interest hereunder shall be absolute and unconditional, and Borrower hereby irrevocably waives any rights of setoff, recoupment, or reduction as to any amounts due hereunder.

Interest shall accrue on this Note at a variable rate equal to the LIBOR Base Rate plus 2.50%. The LIBOR Base Rate is the London Interbank Offer Rate for United States Dollars for a term of one month which appears on Telerate Page 3750, Bloomberg Professional Screen BBAM (or any generally recognized successor method or means of publication) as of 11:00 a.m., London time, two (2) London business days prior to the day on which the rate will become effective. The rate for the first month or part thereof will initially become effective on the date of this Note. Thereafter, the rate will change and a new rate will become effective on the first calendar day of each succeeding month. If for any reason, the London Interbank Offer Rate is not available, then the LIBOR Base Rate shall mean the rate per annum which banks charge each other in a market comparable to England's Eurodollar market on short-term money in U.S. Dollars for an amount substantially equivalent to the principal amount due under Loan as determined at 11:00 A.M., London time, two (2) London business days prior to the day on which the rate will become effective, as determined in the Bank's sole discretion. Bank's determination of such interest rate shall be conclusive, absent manifest error. Interest on this Note at the applicable rate shall be calculated on the basis of the 360 day method, which computes a daily amount of interest for a hypothetical year of 360 days and then multiplies such amount by the actual number of days elapsed in an interest calculation. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

Principal and interest on this Note shall be payable as follows:

- (a) Borrower shall make monthly payments of interest in arrears, beginning August 5, 2005, and continuing on the same calendar day of each consecutive month thereafter through and including June 5, 2006;
- (b) In addition to the foregoing payment, Borrower shall a principal payment of Three Hundred Fifty Two Thousand Six Hundred and No/100 Dollars (\$352,600.00) on or before September 24, 2005; and
- (c) In addition to the foregoing payments, Borrower shall make a final payment for all unpaid principal and interest on July 5, 2006, which shall be the maturity date of this Note.

EXHIBIT

M

This Note may be prepaid at any time in whole or in part without premium or penalty. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law.

If a payment is ten (10) days or more late, Borrower will be charged 5% of the unpaid portion of the regularly scheduled payment; provided, however that such late charge shall not be applicable to the final, "balloon" payment due on the maturity date of this Note. The foregoing provision for a late charge shall not be deemed to extend the time for any payment hereunder or to constitute a "grace period" not otherwise provided for herein giving Borrower a right to cure any default.

Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to Lender at Lender's address shown above or at such other place as Lender may from time to time designate in writing.

This Note evidences a loan (the "Loan") made by Lender to Borrower. This Note is secured by, inter alia, the following instruments (collectively, the "Security Documents"): (a) A mortgage, security agreement, and financing statement (the "Mortgage") executed by 1031, LLC, a South Carolina limited liability company, as exchange accommodation title holder for ROA, LLC ("Mortgagor") dated of even date herewith granting the Lender a first mortgage lien on that certain real property (the "Property") of the Borrower consisting of land known as Parcels 27-4 and 27-2, Charleston County TMS Nos. 594-12-00-472 and 594-12-00-470, located at the Park West development, Charleston County, South Carolina, and a first lien security interest in all fixtures and other personal property actually or constructively attached to the Property, all as is more fully described in the Mortgage; and (b) a first assignment of leases, rents, and profits and security agreement executed by the Mortgagor with respect to the Property. Payment of this Note is guaranteed by Deborah Rice-Marko (the "Guarantor").

The outstanding principal balance hereof, together with all accrued and unpaid interest, shall become immediately due and payable at the option of Lender and collectible without notice or demand, and Lender shall have all the rights and remedies available to it under applicable law and each and every document securing this Note, upon the occurrence of any one or more of the following events, each of which shall constitute an "Event of Default":

- (a) Borrower's failure to pay as and when due any amount payable under this Note and the continuation of such failure unremedied for ten (10) days after written notice thereof is provided by the Lender to the Borrower; provided, however, that if in any calendar year the Lender has twice given notice of such failure, then any additional failure by the Borrower in such calendar year which continues unremedied for a period of ten (10) days shall constitute an Event of Default without any requirement of notice;

(b) The occurrence of an "Event of Default" under and as defined in any one or more of the Security Documents, and the continuation of such Event of Default unremedied beyond any applicable grace period set forth in such Security Documents;

(c) The occurrence of any material adverse change in the financial condition of the Borrower;

(d) If any judgment aggregating, with other outstanding judgments, in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) is rendered against the Borrower or if any attachment, injunction, or execution is issued against the Borrower having an aggregate value in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), and such judgment, attachment, injunction, or execution is not promptly vacated, discharged, satisfied, bonded, or stayed pending appeal;

(e) Any material representation or warranty made by or on behalf of the Borrower in connection with the Loan is determined to have been materially false, incomplete or misleading when made;

(f) The liquidation, dissolution, or termination of existence of the Borrower;

(g) The transfer or assignment by the Borrower of assets for the benefit of any one or more creditors or all or substantially all of its assets except in the ordinary course of business;

(h) Any proceeding is commenced by or against the Borrower under any bankruptcy or insolvency laws or other laws for the benefit of creditors;

(i) Failure of the Guarantor to provide a current financial statement as and when required by the Guarantor's Guaranty;

(j) The occurrence of any material adverse change in the financial condition of the Guarantor;

(k) If any judgment aggregating, with other outstanding judgments, in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) is rendered against the Guarantor or if any attachment, injunction, or execution is issued against the Guarantor having an aggregate value in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), and such judgment, attachment, injunction, or execution is not promptly vacated, discharged, satisfied, bonded, or stayed pending appeal;

(l) Any material representation or warranty made by or on behalf of the Guarantor in connection with the Loan is determined to have been materially false, incomplete or misleading when made;

(m) The failure of the Guarantor to perform any obligation set forth in the Guarantor's Guaranty, and the continuation of such failure unremedied for a period of ten (10) days after written notice thereof is provided by the Lender to the Guarantor;

(n) The death of Deborah Rice-Marko; provided, however, that such death shall not be a default so long as (i) the terms of the Loan are being satisfied and no other Event of Default has occurred, (ii) within 90 days after such death, other family member(s) having a financial condition, credit history, and liquidity satisfactory to the Lender in its sole discretion, including all heirs or devisees to whom title to the Property will pass, sign new guaranties assuming the obligations of the deceased. Until the obligation to guarantee this Note and the Loan is assumed by a successor to the deceased satisfactory to the Lender in its sole discretion as set forth above, then at the option of the Lender no additional advances need be made by the Lender under the Loan. Notwithstanding the death of Deborah Rice-Marko, all payments required to be made shall be made under the Loan when and as due;

(o) The transfer or assignment by the Guarantor of assets for the benefit of any one or more creditors or all or substantially all of its assets except in the ordinary course of business;

(p) Any proceeding is commenced by or against the Guarantor under any bankruptcy or insolvency laws or other laws for the benefit of creditors;

(q) The occurrence of an "Event of Default" under and as defined in that certain promissory note of even date herewith in the original principal amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko in favor the Lender, and the continuation of such Event of Default unremedied beyond any applicable grace period set forth in such promissory note; and

(r) The occurrence of an "Event of Default" under and as defined in that certain promissory note of even date herewith in the original principal amount of One Million Four Hundred Seventy-Nine Thousand Two Hundred and 00/100 Dollars (\$1,479,200.00) executed by Rice Marko & Associates, Inc. a North Carolina corporation, in favor of the Lender, and the continuation of such Event of Default unremedied beyond any applicable grace period set forth in such promissory note.

Any failure of Lender to accelerate this Note as provided herein shall not constitute a waiver or other bar of the right to exercise the same in the event of any subsequent occurrence of the same or a different event giving rise to such option.

Upon the occurrence of any Event of Default, to the extent permitted by law, the rate of interest on the unpaid principal balance hereof shall, at the option of Lender, be increased to a rate (the "Default Rate") equal to four percent (4.0%) per annum plus the then applicable pre-default interest rate as set forth above. The provisions herein for a Default Rate shall not be deemed to extend the time for any payment hereunder or to constitute a "grace period" giving Borrower a right to cure any default. Failure of Lender at any time to exercise any of the aforesaid options or any other rights of Lender shall not constitute a waiver thereof, nor shall it be a bar to the exercise of any of the aforesaid options or rights at a later date. All rights and remedies of Lender shall be cumulative and may be pursued singularly, successively or together, at the option of Lender.

Borrower and all of the above described endorser, if any, hereby (a) waive presentment and demand, protest, notice of dishonor or of acceleration; (b) waive any right to require Lender to retain any collateral securing this Note, or any other liabilities; (c) waive any right to require Lender to resort to exercising any remedies it may have against any other party or collateral securing this Note; (d) agree and consent to any extension of time for payment or other modification of any term or condition of this Note without limit on the number or duration of such extensions or modifications; (e) agree that Lender may exchange, substitute, swap, release, reduce, or otherwise permit the disposal of any collateral securing this Note; (f) agree that, after the occurrence of an Event of Default, Lender may compromise or receive less than the full amount due on or value of any collateral and grant any other indulgence to any party primarily or secondarily liable with respect to this Note; and (g) acknowledge that the liability of each party liable hereon is joint and several with all other parties in the same capacity. All waivers and consents herein are given without notice, without liability to Lender and without affecting the liability of any party primarily or secondarily liable with respect to this Note. By this paragraph, Borrower and all endorser described above intend to provide Lender with legal remedies which are in addition to and not in lieu of any other rights or remedies provided by law, all of which rights and remedies are cumulative and exercisable simultaneously or consecutively in any order without being deemed to have been waived for any reason.

Borrower understands and agrees that Lender may institute suit to collect amounts outstanding under this Note without seeking recourse to any of the collateral, and the failure of Lender to pursue the collateral shall in no way diminish or affect Borrower's liability hereunder.

Borrower agrees to pay all costs and expenses of collection (including reasonable attorneys' fees) when incurred by Lender, and all costs and expenses (including reasonable attorneys' fees) incurred by Lender in exercising or preserving any rights or remedies hereunder or in connection with the enforcement of this Note. Without limiting generality of the foregoing, Borrower agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Lender in connection with any action to enforce this Note, or incurred by Lender in connection with the bankruptcy of Borrower or the Guarantor.

Whenever possible, each provision of this Note shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision or portion of this Note shall be prohibited by or invalid under such law, such provision or portion shall be ineffective to the extent of such prohibition or invalidity but without invalidating the remainder of such provision or portion or the remaining provisions or portions of this Note.

Notwithstanding anything herein to the contrary, if any interest rate calculated hereunder would exceed the applicable usury rate such interest rate shall be deemed to be reduced to the highest permissible rate, and all payments of interest in excess thereof shall be deemed to be partial prepayments of principal accepted without penalty or premium.

This Note is governed by and to be construed in accordance with the laws of the State of South Carolina. This Note is intended to be and shall be construed as an instrument under seal.

BORROWER WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS NOTE, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OR ENFORCEMENT OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Borrower waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Borrower (i) certifies that neither the Lender nor any representative, agent or attorney of the Lender has represented, expressly or otherwise, that the Lender would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Note and (ii) acknowledges that, in making the Loan evidenced by the Note, the Lender is relying upon, among other things, the waivers and certifications contained in this Section.

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. **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.**

IN WITNESS WHEREOF, the Borrower has hereunto caused this Note to be executed in its name and its seal affixed hereto as of July 8, 2005, intended to be effective as of the date first written above.

ROA, LLC, a South Carolina limited liability company

By: Deborah R. Miller

Title: Member

MA

Customer No. 2954982
Note No. _____

RBC Centura

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT ("Modification Agreement"), entered into as of the 25 day of February, 2008, by ROA, LLC, a South Carolina limited liability company ("Borrower", whether one or more), with a mailing address of 32 South Battery, Charleston, South Carolina 29401, and RBC CENTURA BANK ("Bank"), with a business address of 134 N. Church Street, Rocky Mount, North Carolina 27804 and a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220.

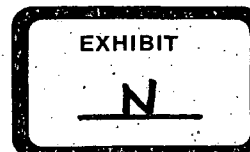
- A. Borrower has made and issued to Bank its promissory note ("Note") in the original principal amount and dated as indicated on **Attachment 1** attached hereto.
- B. If so indicated on **Attachment 1**, the Note is secured and the security is generally as described on **Attachment 1**.
- C. The Note, any security documents described on **Attachment 1** and any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on **Attachment 1**, are hereinafter collectively referred to as the "Contract" and the Contract is hereby incorporated herein as a part of this Modification Agreement.
- D. Bank and Borrower mutually desire to modify the provisions of the Contract in the manner hereinafter set out, it being specifically understood and agreed that, except as herein modified, the terms and provisions of the Contract and the individual instruments, documents and agreements that make up the Contract shall remain unchanged and the Contract, as herein modified, shall continue in full force and effect as therein and herein written.

NOW, THEREFORE, Bank and Borrower, in consideration of the premises and the sum of One Dollar (\$1.00) to each in hand paid by the other, receipt and sufficiency of which are hereby acknowledged by each, do hereby agree as follows:

Section 1. Modification. The Contract shall be, and the same is, modified in the manner set forth in **Attachment 2**.

Section 2. Effect of Modification. Nothing contained in this Modification Agreement shall in any way impair the security now held for the indebtedness evidenced by the Contract or the lien priority thereof, nor waive, annul, vary or affect any provision, condition, covenant and agreement contained in the Contract, nor affect or impair any rights, powers and remedies under the Contract, except as herein specifically modified to do any one or more of the foregoing. If any provision in this Modification Agreement shall be interpreted or applied by a court or other tribunal with personal and subject matter jurisdiction over the parties hereto and the Contract, as modified, so as to impair the security now held for the indebtedness or lien priority thereof, or do any one or more of any of the foregoing, such provision shall be ineffective to the extent it causes an impairment of such security or the lien priority thereof or causes any of such other consequences, or the application thereof shall be in a manner and to an extent which does not impair such security or the lien priority thereof, or result in the occurrence of any of the other consequences. This Modification Agreement does not extend the expiration dates or enlarge the terms of any property, physical damage, credit and any other insurance written in connection with or financed by said Contract.

Section 3. Financing Statements. Borrower irrevocably authorizes Bank to file such financing statements as may be necessary to protect, in Bank's opinion, Bank's security interests and liens and, to the extent Bank deems necessary or appropriate, to sign the name of Borrower with the same force and effect as if signed by Borrower and to make public in financing statements and other public filings such information regarding Borrower as Bank deems necessary or appropriate, including, without limitation, federal tax identification numbers, social security numbers and other identifying information.



Section 4. Credit Investigations; Bank's Responsibilities. Bank is irrevocably authorized by Borrower to make and have made such credit investigations as it deems appropriate to evaluate Borrower's credit, personal and financial standing and employment, and Borrower authorizes Bank to share with consumer reporting agencies and creditors its experiences with Borrower and other information in Bank's possession relative to Borrower. Bank shall not have any obligation or responsibility to do any of the following: (1) protect and preserve any collateral and other security given or to be given in connection with the Contract, as herein modified, against the rights of third persons having an interest therein; (2) provide information to third persons relative to the Contract, as herein modified, Bank's liens and security interests in any collateral and other security, or otherwise with respect to Borrower; and (3) subordinate its liens and security interests in any collateral and other security to the interests of any third persons or to enter into control agreements relative to such collateral and other security.

Section 5. Usury. Bank does not intend to and shall not reserve, charge and collect interest, fees and charges under the Contract, as herein modified, in excess of the maximum rates and amounts permitted by applicable law. If any interest, fees and charges are reserved, charged and collected in excess of the maximum rates and amounts, it shall be construed as a mutual mistake, appropriate adjustments shall be made by Bank and to the extent paid, the excess shall be returned to the person making such a payment.

Section 6. Documentary Stamps, etc. To the extent not prohibited by law and notwithstanding who is liable for payment of the taxes and fees, Borrower shall pay, on Bank's demand, all intangible taxes, documentary stamp taxes, excise taxes and other similar taxes assessed, charged and required to be paid in connection with this Modification Agreement, and any future extension, renewal and modification of the Contract, or assessed, charged and required to be paid in connection with any of the loan documents which make up the Contract.

Section 7. Anti-Terrorism. Borrower represents, warrants and covenants to Bank as follows: (1) Borrower (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) Borrower 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) Borrower has not and shall not use all or any part of the extension of credit evidenced by the Note, 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 8. Costs and Expenses. All of the costs and expenses incurred by Bank in connection with this Modification Agreement shall be paid by Borrower upon the request of and at the time of demand for payment thereof made by Bank on Borrower. As used herein, "costs and expenses" 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.

Section 9. Maintenance of Records. Bank is authorized to maintain, store and otherwise retain this Modification Agreement and the other documents constituting the Contract in their original, inscribed tangible forms or records thereof in an electronic medium or other non-tangible medium which permits such records to be retrieved in perceivable forms.

Section 10. Incorporation of Exhibits and Attachments. Attachment 1, Attachment 2 and Attachment 3 (Changes to

Modification Agreement) are by this reference incorporated herein and made a part hereof as if fully set forth in the body of this Guaranty.

Section 11. Waiver of Jury Trial. Borrower, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Modification Agreement and waives any right to a trial by jury in any action or proceeding arising from or related to the Contract, as herein modified.

Section 12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State whose laws govern the Contract, excepting, however, its conflict of law provisions.

Section 13. Reservation of Rights; Entire Agreement. Bank does hereby reserve all rights and remedies it may have against all parties secondarily liable for repayment of the indebtedness evidenced by the Contract. The Contract, as herein modified, contains the entire agreement of the parties and the undersigned do hereby ratify and confirm the terms of the Contract, all of which shall remain in full force and effect, as modified herein. This Modification Agreement shall be binding upon any assignee and successor in interest of the parties hereto. Borrower waives and will not assert against any transferee and assignee of Bank any claims, defenses, set-offs and rights of recoupment which Borrower could assert against Bank, except defenses which Borrower cannot waive. All references herein to the "Modification Agreement" include any supplemental agreements filed of record to reflect modifications of any of the instruments, documents and other agreements making up the Contract that are of record.

Section 14. 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 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 PROPERTY.**

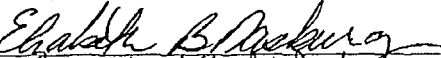
The undersigned has executed this Modification as of the date first set forth above.

Signed, sealed and delivered in the presence of:

Witness:


Print Name: MARK S. SHARPE

Witness:


Print Name: Elizabeth B. Dasberg

BORROWER:

ROA, LLC

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

SOUTH CAROLINA,

CHARLESTON COUNTY.

I, Elizabeth B. Dasburg, 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 25 day of February, 2008.

Elizabeth B. Dasburg
Notary Public for South Carolina
My Commission Expires: 7-13-08

The undersigned has executed this Modification as of the date first set forth above.

Signed, sealed and delivered in the presence of:

BANK:

RBC CENTURA BANK

Witness:

Abby Keenan
Print Name: Abby Keenan

By: Michael E. Baker
Michael E. Baker
Title: Banking Officer

Witness:

Phyllis Mitchell
Print Name: Phyllis Mitchell

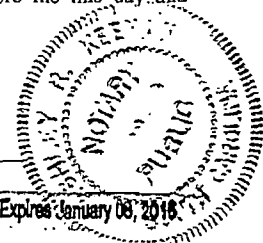
SOUTH CAROLINA,

CHARLESTON COUNTY.

I, Abby N. Keenan, Notary Public for South Carolina, do hereby certify that RBC Centura Bank, by Michael E. Baker, its Banking Officer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 25th day of February, 2008.

Abby N. Keenan
Notary Public for South Carolina
My Commission Expires: January 08, 2010



GUARANTOR CONSENT

The undersigned person hereby consents to the modification of the Contract as provided in the foregoing Modification Agreement ("Agreement") to which this Guarantor Consent is a part, and also consents to all of the other terms, conditions and provisions of the Agreement. She further agrees that her agreements and undertakings with RBC Centura Bank ("Bank"), or with others on behalf of or for the benefit of Bank, shall remain in full force and effect and she shall remain jointly and severally liable for the payment of the Contract (inclusive of the Agreement), as the same may from time to time be extended, renewed, amended, modified, substituted and replaced, all as provided in her agreements and undertakings with Bank, or with others on behalf of or for the benefit of Bank. The agreements and undertakings referenced in this Guarantor Consent may include, without limitation, guaranty agreements, deeds of trust, mortgages, deeds to secure debt, security deeds, pledge agreements, security agreements, hypothecation agreements and other types of agreements and undertakings related to securing, guarantying and supporting the Contract or parts thereof and the heading "Guarantor Consent" does not define the scope of this consent or the categories of persons executing below.

Dated effective as of the date first stated in the Agreement.

Signed, sealed and delivered in the presence of:

Witness:

Mark S. Sharpe
Print Name: MARK S. SHARPE

Guarantors:

Deborah Rice-Marko
Print Name: Deborah Rice-Marko

Witness:

Elizabeth B. Sharpe
Print Name: Elizabeth B. Sharpe

Attachment 1
To
Modification Agreement

1. Describe Promissory Note (Date, Original Amount, Current Amount and all Modifications):

Promissory Note dated June 24, 2005, in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of RBC Centura Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, and as amended by a Modification Agreement dated March 22, 2007.

2. Describe Security Documents (Type, Date and if recorded, Recording Information):

The following are the existing Security Documents, which are being deleted pursuant to Attachment 2 of this Modification:

That certain Mortgage, Security Agreement, and Financing Statement (the "Mortgage") executed by 1031, LLC, Exchange Accommodation Title Holder for ROA, LLC, in favor of RBC Centura Bank dated June 24, 2005, recorded in the R.M.C. Office for Charleston County, South Carolina in Book S544 Page 714, which Mortgage has been assumed by Borrower pursuant to an assumption agreement dated August 30, 2006, and recorded in Book W597, page 277, as modified by that certain Modification Agreement dated August 30, 2006, and recorded in Book W597, page 285, in the aforesaid RMC Office, and as amended by a Modification Agreement dated March 22, 2007.

That certain Assignment of Lease, Rents and Profits and Security Agreement (the "Assignment") executed by 1031, LLC, Exchange Accommodation Title Holder for ROA, LLC, in favor of RBC Centura Bank dated June 24, 2005, recorded in the R.M.C. Office for Charleston County, South Carolina in Book V544 Page 578, which Assignment has been assumed by Borrower pursuant to an assumption agreement dated August 30, 2006, and recorded in Book W597, page 277, and as modified by that certain Modification Agreement dated August 30, 2006, and recorded in Book W597, page 285, in the aforesaid RMC Office, and as amended by a Modification Agreement dated March 22, 2007.

**Attachment 2
To
Modification Agreement**

The Contract shall be, and the same is, modified as follows:

Section 1. The maturity date stated in the Note is changed to June 15, 2009 (the "**Maturity Date**"), and to the extent the maturity date is stated in any of the other individual instruments, documents and agreements that make up the Contracts, the maturity date stated therein is changed to the date stated herein.

Section 2. The principal payment terms set forth in the Note shall be changed so that principal shall be payable in one single payment on the Maturity Date, as defined in this Modification.

Section 3. The interest payment terms set forth in the Note shall be changed so that interest will be payable monthly, in arrears, beginning March 15, 2008, and continuing on the same calendar day of each consecutive month thereafter until the Maturity Date, when all accrued but unpaid interest is due and payable in full.

Section 4. The following instruments are hereby deleted from the Security Documents:

That certain Mortgage, Security Agreement, and Financing Statement (the "Mortgage") executed by 1031, LLC, Exchange Accommodation Title Holder for ROA, LLC, in favor of RBC Centura Bank dated June 24, 2005, recorded in the R.M.C. Office for Charleston County, South Carolina in Book S544 Page 714, which Mortgage has been assumed by Borrower pursuant to an assumption agreement dated August 30, 2006, and recorded in Book W597, page 277, as modified by that certain Modification Agreement dated August 30, 2006, and recorded in Book W597, page 285, in the aforesaid RMC Office, and as amended by a Modification Agreement dated March 22, 2007.

That certain Assignment of Lease, Rents and Profits and Security Agreement (the "Assignment") executed by 1031, LLC, Exchange Accommodation Title Holder for ROA, LLC, in favor of RBC Centura Bank dated June 24, 2005, recorded in the R.M.C. Office for Charleston County, South Carolina in Book V544 Page 578, which Assignment has been assumed by Borrower pursuant to an assumption agreement dated August 30, 2006, and recorded in Book W597, page 277, and as modified by that certain Modification Agreement dated August 30, 2006, and recorded in Book W597, page 285, in the aforesaid RMC Office, and as amended by a Modification Agreement dated March 22, 2007.

Section 5. The following instruments are added to the Security Documents, and from and after the date hereof the term "Security Documents" shall mean and refer to the following:

That certain Mortgage, Assignment of Rents and Security Agreement dated of even date herewith executed by Liberty Cottages Land, LLC, in favor of Bank; and

That certain Assignment of Leases, Rents, and Profits dated of even date herewith executed by Liberty Cottages Land, LLC.

Section 6. All references to the "Security Documents" in the Contract shall mean the Security Documents as defined in the preceding Section 5 of this Attachment 2.

Section 7. All references to the "Mortgage" in the Contract shall mean the Mortgage and Security Agreement referred to in Section 5 of this Attachment 2.

Section 8. All references to the "Assignment" in the Contract shall mean the Assignment of Leases, Rents, and Profits referred to in Section 5 of this Attachment 2.

Section 9. All references in the Mortgage to "Note" shall be deemed to mean the Note as amended by this Modification, together with any and all extensions, renewals, and modifications thereof.

Section 10. All references in the Assignment to "Note" shall be deemed to mean the Note as amended by this Modification, together with any and all extensions, renewals, and modifications thereof.

Section 11. Notwithstanding any provision in the Note, this Modification Agreement, or any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on **Attachment 1**, Bank shall not be deemed to have been granted a security interest in Borrower's accounts with Lender; provided, however, nothing in the preceding shall limit any rights of setoff Bank may have as a matter of law in the absence of an express grant of a security interest.

Section 12. Notwithstanding any provision in the Note, this Modification Agreement or any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on **Attachment 1**, the death of any Guarantor shall not be a default so long as (i) the terms of the Note and the Loan are being satisfied and no other Event of Default has occurred, (ii) within 90 days after such death, other family member(s) having a financial condition, credit history, and liquidity satisfactory to Bank in its sole discretion, including all heirs or devisees to whom title to any mortgaged property will pass, sign new guaranties assuming the obligations of the deceased. Until the obligation to guarantee this Note and the Loan is assumed by a successor or successors to the deceased satisfactory to Bank in its sole discretion as set forth above, then at the option of Bank no additional advances need be made by Bank under the Loan. Notwithstanding the death of any Guarantor, all payments required to be made shall be made under the Note and Loan when and as due.

Section 13. Notwithstanding any provision in the Note, this Modification Agreement or any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on **Attachment 1**, the death of any member of the Borrower shall not be a default so long as the terms of the Note and the Loan are being satisfied and no other Event of Default has occurred.

Section 14. Notwithstanding any provision in the in this Modification Agreement or any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on **Attachment 1**, the occurrence of a default or event of default under any indebtedness or other obligation now or hereafter owing by Borrower or any subsidiary of Borrower to Bank other than the Note or the Contract shall not constitute an Event of Default under or within the meaning of the Note, this Modification or any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on **Attachment 1**.

Section 15. Notwithstanding any provision in the in the Note, this Modification, or any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on **Attachment 1**, any provision or stipulation to the effect that reasonable attorneys' fees shall be fifteen percent (15%) or other fixed percentage of the outstanding balance owing by Borrower under the Note or the Contract is hereby amended so as to delete reference to such fixed percentage, such that Bank shall be entitled to recover reasonable attorneys' fees but without reference to such fixed percentage.

Section 16. Notwithstanding any provision in the Contract or this Amendment to the contrary, in addition to, and not in limitation of, the Events of Default listed in the Mortgage as in effect prior to the date hereof, each of the following shall constitute an Event of Default under the Contract, including without limitation the Note and each of the Security Documents:

The occurrence of an "Event of Default" under and as defined in that certain commercial note dated March 22, 2007, executed by Liberty Cottages, LLC, in favor of Bank in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), as amended by a Modification Agreement dated of even date herewith, or any extensions, renewals, modifications, amendments, substitutions and replacements therefor and thereof, in whole and in part, and the

continuation of such Event of Default unremedied beyond an applicable grace period set forth therein;

The occurrence of an "Event of Default" under and as defined in that certain commercial note dated June 24, 2005, in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of RBC Centura Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, as amended by a Modification Agreement dated March 22, 2007, and as amended by this Modification Agreement, or any extensions, renewals, modifications, amendments, substitutions and replacements therefor and thereof, in whole and in part, and the continuation of such Event of Default unremedied beyond an applicable grace period set forth therein; and

The occurrence of an "Event of Default" under and as defined in that certain commercial note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of RBC Centura Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated March 22, 2007, among Bank, Deborah Rice-Marko and USS Clarksville, LLC, and as amended pursuant to a Modification Agreement dated March 22, 2007, and as amended by a Modification Agreement dated of even date herewith, any and all extensions, renewals, modifications, amendments, substitutions and replacements therefor and thereof, in whole and in part, or any extensions, renewals, modifications, amendments, substitutions and replacements therefor and thereof, in whole and in part, and the continuation of such Event of Default unremedied beyond an applicable grace period set forth therein.

Attachment 3
to
Modification Agreement
(Changes to Modification Agreement)

The Modification Agreement shall be, and the same is, modified as follows:

1. Section 8 of the Agreement is amended to provide that the maximum amount of costs and expenses incurred by Bank to be paid by Borrower in connection with the Agreement shall be (i) \$2,500.00; plus (ii) any interest accrued and unpaid on the Contract that may be due and payable on execution of the Agreement.

MA/GC

Customer No. _____

Loan No. _____

RBC Bank

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT ("Modification Agreement"), entered into as of the 26th day of January, 2009, by ROA, LLC, a South Carolina limited liability company ("Borrower", whether one or more) with a mailing address of 32 South Battery, Charleston South Carolina 29401, and RBC BANK (USA) ("Bank"), with a mailing address of 100 Calhoun Street, Suite 200, Charleston, SC 29401.

- A. Borrower has made and issued to Bank its promissory note ("Note") in the original principal amount and dated as indicated on Attachment 1 attached hereto.
- B. If so indicated on Attachment 1, the Note is secured and the security is generally as described on Attachment 1.
- C. The Note, any security documents described on Attachment 1 and any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on Attachment 1, are hereinafter collectively referred to as the "Contract" and the Contract is hereby incorporated herein as a part of this Modification Agreement.
- D. Bank and Borrower mutually desire to modify the provisions of the Contract in the manner hereinafter set out, it being specifically understood and agreed that, except as herein modified, the terms and provisions of the Contract and the individual instruments, documents and agreements that make up the Contract shall remain unchanged and the Contract, as herein modified, shall continue in full force and effect as therein and herein written.

NOW, THEREFORE, Bank and Borrower, in consideration of the premises and the sum of One Dollar (\$1.00) to each in hand paid by the other, receipt and sufficiency of which are hereby acknowledged by each, do hereby agree as follows:

Section 1. Modification. The Contract shall be, and the same is, modified in the manner set forth in Attachment 2.

Section 2. Effect of Modification. Nothing contained in this Modification Agreement shall in any way impair the security now held for the indebtedness evidenced by the Contract or the lien priority thereof, nor waive, annul, vary or affect any provision, condition, covenant and agreement contained in the Contract, nor affect or impair any rights, powers and remedies under the Contract, except as herein specifically modified to do any one or more of the foregoing. If any provision in this Modification Agreement shall be interpreted or applied by a court or other tribunal with personal and subject matter jurisdiction over the parties hereto and the Contract, as modified, so as to impair the security now held for the indebtedness or lien priority thereof, or do any one or more of any of the foregoing, such provision shall be ineffective to the extent it causes an impairment of such security or the lien priority thereof or causes any of such other consequences, or the application thereof shall be in a manner and to an extent which does not impair such security or the lien priority thereof, or result in the occurrence of any of the other consequences. This Modification Agreement does not extend the expiration dates or enlarge the terms of any property, physical damage, credit and any other insurance written in connection with or financed by said Contract.

Section 3. Financing Statements. Borrower irrevocably authorizes Bank to file such financing statements as may be necessary to protect, in Bank's opinion, Bank's security interests and liens and, to the extent Bank deems necessary or appropriate, to sign the name of Borrower with the same force and effect as if signed by Borrower and to make public in financing statements and other public filings such information regarding Borrower as Bank deems necessary or appropriate, including, without limitation, federal tax identification numbers, social security numbers and other identifying information.

EXHIBIT

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Section 4. Credit Investigations; Bank's Responsibilities. Bank is irrevocably authorized by Borrower to make and have made such credit investigations as it deems appropriate to evaluate Borrower's credit, personal and financial standing and employment, and Borrower authorizes Bank to share with consumer reporting agencies and creditors its experiences with Borrower and other information in Bank's possession relative to Borrower. Bank shall not have any obligation or responsibility to do any of the following: (1) protect and preserve any collateral and other security given or to be given in connection with the Contract, as herein modified, against the rights of third persons having an interest therein; (2) provide information to third persons relative to the Contract, as herein modified, Bank's liens and security interests in any collateral and other security, or otherwise with respect to Borrower; and (3) subordinate its liens and security interests in any collateral and other security to the interests of any third persons or to enter into control agreements relative to such collateral and other security.

Section 5. Usury. Bank does not intend to and shall not reserve, charge and collect interest, fees and charges under the Contract, as herein modified, in excess of the maximum rates and amounts permitted by applicable law. If any interest, fees and charges are reserved, charged and collected in excess of the maximum rates and amounts, it shall be construed as a mutual mistake, appropriate adjustments shall be made by Bank and to the extent paid, the excess shall be returned to the person making such a payment.

Section 6. Documentary Stamps, etc. To the extent not prohibited by law and notwithstanding who is liable for payment of the taxes and fees, Borrower shall pay, on Bank's demand, all intangible taxes, documentary stamp taxes, excise taxes and other similar taxes assessed, charged and required to be paid in connection with this Modification Agreement, and any future extension, renewal and modification of the Contract, or assessed, charged and required to be paid in connection with any of the loan documents which make up the Contract.

Section 7. Anti-Terrorism. Borrower represents, warrants and covenants to Bank as follows: (1) Borrower (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) Borrower 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) Borrower has not and shall not use all or any part of the extension of credit evidenced by the Note, 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 8. Costs and Expenses. All of the costs and expenses incurred by Bank in connection with this Modification Agreement shall be paid by Borrower upon the request of and at the time of demand for payment thereof made by Bank on Borrower. As used herein, "costs and expenses" 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.

Section 9. Maintenance of Records. Bank is authorized to maintain, store and otherwise retain this Modification Agreement and the other documents constituting the Contract in their original, inscribed tangible forms or records thereof in an electronic medium or other non-tangible medium which permits such records to be retrieved in perceivable forms.

Section 10. Waiver of Jury Trial. Borrower, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Modification Agreement and waives any right to a trial by jury in any action or proceeding arising from or related to the Contract, as herein modified.

Section 11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State whose laws govern the Contract, excepting, however, its conflict of law provisions.

Section 12. Reservation of Rights; Entire Agreement. Bank does hereby reserve all rights and remedies it may have against all parties secondarily liable for repayment of the indebtedness evidenced by the Contract. The Contract, as herein modified, contains the entire agreement of the parties and the undersigned do hereby ratify and confirm the terms of the Contract, all of which shall remain in full force and effect, as modified herein. This Modification Agreement shall be binding upon any assignee and successor in interest of the parties hereto. Borrower waives and will not assert against any transferee and assignee of Bank any claims, defenses, set-offs and rights of recoupment which Borrower could assert against Bank, except defenses which Borrower cannot waive. All references herein to the "Modification Agreement" include any supplemental agreements filed of record to reflect modifications of any of the instruments, documents and other agreements making up the Contract that are of record.

The undersigned have executed this Modification Agreement under seal as of the day and year first above stated.

BANK:

Witness:

RBC BANK (USA)

By: _____

Michael E. Baker

Title: Banking Officer

Print Name: _____

BORROWER:

ROA, LLC

Witness:

By: Deborah Rice-Marko

Print Name: Deborah Rice-Marko

Title: Member

Print Name: Mark S. Sharpe

[Consents of the Guarantors are on the following pages]

Section 10. Waiver of Jury Trial. Borrower, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Modification Agreement and waives any right to a trial by jury in any action or proceeding arising from or related to the Contract, as herein modified.

Section 11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State whose laws govern the Contract, excepting, however, its conflict of law provisions.

Section 12. Reservation of Rights; Entire Agreement. Bank does hereby reserve all rights and remedies it may have against all parties secondarily liable for repayment of the indebtedness evidenced by the Contract. The Contract, as herein modified, contains the entire agreement of the parties and the undersigned do hereby ratify and confirm the terms of the Contract, all of which shall remain in full force and effect, as modified herein. This Modification Agreement shall be binding upon any assignee and successor in interest of the parties hereto. Borrower waives and will not assert against any transferee and assignee of Bank any claims, defenses, set-offs and rights of recoupment which Borrower could assert against Bank, except defenses which Borrower cannot waive. All references herein to the "Modification Agreement" include any supplemental agreements filed of record to reflect modifications of any of the instruments, documents and other agreements making up the Contract that are of record.

The undersigned have executed this Modification Agreement under seal as of the day and year first above stated.

BANK:

Witness:

RBC BANK (USA)

By: Michael E. Baker
Michael E. Baker
Title: Banking Officer

Ashley Korman
Print Name: Ashley Korman

BORROWER:

Witness:

USS CLARKSVILLE, LLC

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

Print Name: _____

[Consents of the Guarantors are on the following pages]

Consent of Guarantors

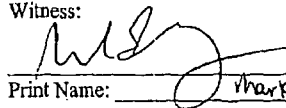
The undersigned persons hereby consent to the modification of the Contract as provided in the foregoing Modification Agreement ("Agreement") to which this Guarantors' Consent is a part, and also consent to all of the other terms, conditions and provisions of the Agreement. They further agree that their agreements and undertakings with RBC Bank (USA) ("Bank"), or with others on behalf of or for the benefit of Bank, shall remain in full force and effect and they shall remain jointly and severally liable for the payment of the Contract (inclusive of the Agreement), as the same may from time to time be extended, renewed, amended, modified, substituted and replaced, all as provided in her agreements and undertakings with Bank, or with others on behalf of or for the benefit of Bank. The agreements and undertakings referenced in this Guarantors' Consent may include, without limitation, guaranty agreements, deeds of trust, mortgages, deeds to secure debt, security deeds, pledge agreements, security agreements, hypothecation agreements and other types of agreements and undertakings related to securing, guarantying and supporting the Contract or parts thereof and the heading "Guarantors' Consent" does not define the scope of this consent or the categories of persons executing below. The undersigned persons further consent to and authorize the execution and recordation of a Modification Supplement setting forth any or all of the terms of this Modification Agreement.

Dated effective as of the date first stated in the Agreement.



Print Name: Deborah Rice-Marko

Witness:



Print Name: Mark S. Sharpe

Attachment 1
To
Modification Agreement

1. Describe Promissory Note (Date, Original Amount, Current Amount and all Modifications):

That certain promissory note dated June 24, 2005, in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, and as amended by a Modification Agreement dated March 22, 2007, and as further amended by a Modification Agreement dated February 25, 2008.

2. Describe Security Documents (Type, Date and if recorded, Recording Information):

- A. That certain Mortgage, Assignment of Rents, and Security Agreement dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of Bank, recorded on March 20, 2008, in Book L654, page 631, of the RMC Office for Charleston County, S.C.
- B. That certain Assignment of Leases, Rents and Profits dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of Bank, recorded on March 20, 2008, in Book N654, page 045, in the RMC Office for Charleston County, S.C.

Attachment 2
To
Modification Agreement

The Contract shall be, and the same is, modified as follows:

Section 1. The interest rate is changed by changing the applicable margin over the base index. The margin over the base index is changed from 1.00% to 2.25%, effective as of the date hereof, and after the change the new interest rate will be the LIBOR Base Rate plus 2.25%.

Section 2. The maturity date stated in the Note is changed to December 15, 2009 and to the extent the maturity date is stated in any of the other individual instruments, documents and agreements that make up the Contracts, the maturity date stated therein is changed to the date stated herein.

Section 3. In addition to and not in lieu of the Security Documents referred to in Attachment 1, the Contract shall be secured by the following instruments:

- A. That certain Mortgage, Assignment of Rents, and Security Agreement executed by The Brothers of SC, LLC, successor by merger to The Brothers of NC, LLC, in favor of Bank, dated October 11, 2007, and recorded October 12, 2007, in Book B139, page 715, in the Clerk of Court of Florence County, S.C., as amended by a Modification Agreement dated of even date herewith.
- B. That certain Assignment of Leases, Rents and Profits executed by The Brothers of SC, LLC, successor by merger to The Brothers of NC, LLC, in favor of Bank, dated October 11, 2007, and recorded October 12, 2007, in Book B139, page 738, in the Clerk of Court of Florence County, S.C., as amended by a Modification Agreement dated of even date herewith.
- C. That certain Mortgage executed by Deborah Rice-Marko in favor of Bank dated May 19, 2000, recorded on May 23, 2000, in the RMC Office for Charleston County, South Carolina in Book A348, Page 632, as modified by Modification Agreement Supplement dated March 23, 2006, and recorded in the aforesaid RMC Office on March 27, 2006, in Book O577, page 586, and as modified by a Modification Agreement Supplement dated July 18, 2007, recorded in the aforesaid RMC Office on July 23, 2007, in Book F633, Page 714; and as assumed by Royal Beach Properties, LLC pursuant to an Assignment and Assumption Agreement dated August 26, 2008, between Deborah Rice-Marko and Royal Beach Properties, LLC, and recorded in the aforesaid RMC Office September 4, 2008, in Book 0008, at page 071; and as modified by a Modification Agreement Supplement dated August 26, 2008, and recorded in the aforesaid RMC Office in Book 0008, page 072, and as amended by a Modification Agreement dated of even date herewith..
- D. That certain Mortgage, Assignment of Rents, and Security Agreement dated November 9, 2007, and executed by ROA, LLC, in favor of Bank, recorded on November 14, 2007, in Book A644, page 387, in the RMC Office for Charleston County, S.C., as amended by a Modification Agreement dated of even date herewith.
- G. That certain Assignment of Leases, Rents and Profits dated November 9, 2007, and executed by ROA, LLC, in favor of Bank, recorded on November 14, 2007, in Book B644, page 505, in the RMC Office for Charleston County, S.C., as amended by a Modification Agreement dated of even date herewith.

Section 4. In addition to and not in lieu of the Events of the Default set forth in the Contract, each of the following shall constitute an Event of Default under the Contract, including without limitation the Note:

- A. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Borrower in favor of Bank, including without limitation (i) the Note; and (ii) that certain promissory note dated November 9, 2007, in the face amount of Three Million Nine Hundred Twenty Thousand and 00/100 Dollars (\$3,920,000.00) executed by Borrower in favor of Bank, as amended by this Modification Agreement.
- B. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by USS Clarksville, LLC in favor of Bank, including without limitation that certain Promissory Note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, and as amended pursuant to a Modification Agreement dated March 22, 2007, as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith.
- C. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Liberty Cottages, LLC in favor of Bank, including without limitation that certain promissory note dated March 22, 2007, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), executed by Liberty Cottages, LLC, in favor of Bank, as amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith.
- D. The occurrence of an Event of Default under and as defined in that certain promissory note dated October 11, 2007, in the original principal amount of Four Million Nine Hundred Thousand and 00/100 Dollars (\$4,900,000.00), executed by The Brothers of SC, LLC, in favor of Bank, as amended by a Modification Agreement dated of even date herewith, or under any and all extensions, renewals or further modifications thereof.
- E. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Royal Beach Properties, LLC in favor of Bank, including without limitation that certain commercial note dated May 19, 2000, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended and increased to Three Million Two Hundred Sixty-Two Thousand Five Hundred and No/100 Dollars (\$3,262,500.00) pursuant to a Modification Agreement dated March 23, 2006, and as further amended pursuant to a Modification Agreement dated August 30, 2006, and as further amended pursuant to a Modification Agreement dated July 18, 2007, as assumed by Royal Beach Properties, LLC, pursuant to an Assignment and Assumption Agreement dated August 26, 2008, between Deborah Rice-Marko, as assignor, Royal Beach Properties, LLC, as assignee, and Bank, and as further amended by a Modification Agreement dated of even date herewith.
- F. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Deborah Rice-Marko in favor of Bank, including without limitation that certain promissory note dated January 11, 2007, in the face amount of Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended by a Modification Agreement dated of even date herewith.

Bank Use Only:	Customer Number _____
	Account Number _____

RBC Bank

Amended and Restated Promissory Note (Variable Rate - NPF)

\$1,294,197.25

Charleston, South Carolina
July 15, 2011

This Note amends and restates that certain Promissory Note dated June 24, 2005, made by Borrower in favor of Bank (as successor in interest to RBC Centura Bank) in the original principal amount of \$1,763,000 (as amended, modified, replaced or restated prior to the date hereof, the "Original Note")

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to RBC BANK (USA) ("Bank"), or order, the principal sum of One Million Two Hundred Ninety-Four Thousand One Hundred Ninety-Seven and 25/100 Dollars (\$1,294,197.25), together with interest, fees, premiums, charges and costs and expenses as set forth in this Note. Payments by Borrower under this Note will be made as provided in this Note and will be payable at any banking office of Bank in the city or town indicated above, or such other place as the holder of this Note may designate.

Interest Rates

Except as provided below, prior to maturity of this Note, interest will accrue on the unpaid principal of this Note at the greater of (1) the Minimum Interest Rate and (2) an interest rate per annum equal to four percent (4.0%) plus the LIBOR Base Rate. The "LIBOR Base Rate" is the London Interbank Offer Rate for U.S. Dollars for a term of one month which appears on Bloomberg Professional screen BBAM (or any generally recognized successor method or means of publication) as of 11:00 a.m., London time, two (2) London business days prior to the day on which the rate will become effective. The rate for the first month or part thereof will initially become effective on the date of the Note as shown on the face hereof. Thereafter, the rate will change and a new rate will become effective on the first calendar day of each succeeding month. If for any reason the London Interbank Offer Rate is not available, then the "LIBOR Base Rate" shall mean the rate per annum which banks charge each other in a market comparable to England's Eurodollar market on short-term money in U.S. Dollars for an amount substantially equivalent to the principal amount due under this Note as determined at 11:00 A.M., London time, two (2) London business days prior to the day on which the rate will become effective, as determined in Bank's sole discretion. Bank's determination of such interest rate shall be conclusive, absent manifest error.

Upon the occurrence of an Event of Default, but prior to maturity of this Note, at Bank's option, interest will accrue on the unpaid principal of this Note at the Default Rate. After maturity of this Note, until this Note is paid in full, interest will accrue on the unpaid principal of this Note, and all unpaid interest, fees, premiums, charges and costs and expenses, at the Default Rate. The "Default Rate" is three percent (3.0%) per annum over the rate otherwise in effect on the date of such default.

This is a variable rate note with a Minimum Interest Rate. The rates at which interest accrues under this Note may change from time to time. Any changes in the interest accrual rates will equal changes in the variable rate index to which such interest rates are tied. But, the rates at which interest accrues under this Note and the rates at which interest accrues under the other Loan Documents will not, at any time, be less than the Minimum Interest Rate, even if a change in the aforementioned variable rate index would result in lower interest rates. Bank will not have any obligation to notify Borrower of adjustments in any interest rates under this Note or any of the other Loan Documents. Adjustments to any rate of interest will be effective on the date of the change in the variable rate index, as determined by Bank.

All interest payable under this Note will be calculated monthly and will accrue daily on the basis of the actual number of calendar days elapsed and a year of three hundred sixty (360) calendar days. All accrual rates of

interest under this Note will be contract rates of interest, whether a pre-default rate or a default rate, and references to contract rates in any Loan Documents executed and delivered by Borrower or others to Bank in connection with this Note will be to such contract rates.

Payment Terms

Prior to maturity of this Note, principal and interest will be paid as set forth in the Forbearance Agreement (hereinafter defined) until July 15, 2013 (the "Maturity Date"), when one final payment of the entire balance of principal, interest, fees, premiums, charges and costs and expenses then outstanding on this Note will be due and payable in full.

If Borrower has authorized Bank, or in the future authorizes Bank, in writing, to automatically draft Borrower's payments under this Note, then on each payment date Bank will draw or debit from the demand deposit account or other account Borrower has designated for such purpose, as shown on Bank's records, the amount of the payment then owing, and Bank will draw or debit from such designated account any other amounts Borrower then owes Bank under this Note and under any of the other Loan Documents. Bank generally will provide Borrower approximately ten (10) calendar days prior notice of each draw or debit, but Bank's failure to provide Borrower prior notice will not limit, negate or otherwise affect Bank's right to draw or debit, or Borrower's obligation to have sufficient available funds on deposit at the time Bank draws or debits Borrower's account. Bank's right to draw upon or debit Borrower's account will not relieve Borrower of its repayment obligations under this Note and the other Loan Documents, and the lack of available funds to pay the amount due at the time Bank draws upon or debits Borrower's account will be an Event of Default.

Payments made under this Note will be applied in such order as Bank, in its discretion, determines appropriate, unless applicable law mandates a specific order for application of payments. Payments received on a day other than a Business Day will be deemed received by Bank on the immediately following Business Day and payments received after 2:00 p.m. (local time in the place designated above for payment) on any Business Day will be deemed received by Bank on the next Business Day.

This Note may be prepaid in whole, or in part, at any time without any fee or premium.

Supporting Documents

Borrower, certain Affiliates of Borrower, and Bank have entered into a Forbearance Agreement (the "Forbearance Agreement") dated as of the date of this Note. The terms of the Forbearance Agreement are incorporated into this Note. Capitalized terms used herein but not defined have the meaning given to such terms in the Forbearance Agreement.

This Note is secured by the Security Documents. The Security Documents include but are not limited to the following Mortgages (as amended or modified from time to time): (i) Mortgage, Assignment of Rents and Security Agreement dated November 18, 2005, made by Evelyn D. Rice in favor of the Bank and recorded in Book 5046, Page 049, Dorchester County Registry; (ii) Mortgage, Security Agreement and Financing Statement dated June 24, 2005, made by 1031, LLC, Exchange Accommodation Title Holder for ROA, LLC, in favor of the Bank and recorded in Book S 544, Page 714, Charleston County Registry; (iii) Mortgage, Assignment of Rents and Security Agreement dated November 9, 2007, made by ROA, LLC in favor of the Bank and recorded in Book A 644, Page 387, Charleston County Registry; (iv) Mortgage dated May 19, 2000, made by Deborah Rice-Marko in favor of the Bank and recorded in Book A 348, Page 632, Charleston County Registry; (v) Mortgage and Security Agreement dated August 7, 2001, in favor of the Bank and recorded in Book 2778, Page 0676, Horry County Registry; and (vi) Mortgage, Assignment of Rents and Security Agreement dated October 11, 2007, made by The Brothers of SC, LLC in favor of the Bank and recorded in Book B 139, Page 0715, Florence County Registry. The following is a general reference to the real property encumbered by such Mortgages: (i) 12,600 sq. ft. retail building located in North Charleston, SC; (ii) 33 age-restricted lots located in Mount Pleasant, SC; (iii) Approximately 9,075 sq. ft. office building located on King Street, Charleston, SC; (iv) Ocean front lot at Kiawah Island, SC; (v) Ocean front lot at Myrtle Beach, SC; and (vi) Office building located in Florence, SC.

Late Charges and Expenses

Borrower agrees to pay, upon demand by Bank, for each payment past due for fifteen (15) or more calendar days, a late charge in an amount equal to the lesser of (1) five percent (5%) of the amount of the payment past due or (2) the maximum percentage of the payment past due permitted by applicable law, or the maximum amount if not expressed as a percentage.

If this Note is not paid in full whenever it becomes due and payable, Borrower agrees to pay all of Bank's costs and expenses of collection, including reasonable attorneys' fees. Borrower hereby stipulates that reasonable attorneys' fees will be fifteen percent (15%) of the balance of principal, interest, fees, premiums, charges and costs and expenses outstanding at the time this Note becomes due and payable in full.

Default and Acceleration

Any one or more of the following will constitute an "Event of Default" under this Note: (1) the failure of Borrower to pay when due any payment described herein, whether principal, interest, fees, premiums, charges or costs and expenses; (2) the breach by Borrower of any of its non-payment obligations under this Note; (3) the occurrence of an Event of Default under Forbearance Agreement, any of the Security Documents or any of the other Loan Documents; (4) the termination or attempted termination, in whole or in part as to present or future obligations, of any guaranty of, or other supporting obligation for the Loan that has been given or that may be given in the future by any Person; or (5) the occurrence of a default or an event of default under any other indebtedness or obligation now owing or in the future owing by Borrower to Bank and the failure of such default to be cured within any applicable grace period.

Upon the occurrence of an Event of Default, (1) the entire unpaid principal balance of this Note and all interest, fees, premiums, charges, costs and expenses owing and to be owing under this Note, will, at the option of Bank, become immediately due and payable, without notice or demand, and (2) the Bank may, both before and after acceleration, exercise any of and all of its other rights and remedies under this Note and the other Loan Documents, as well as any additional rights and remedies it may have at law or in equity. The failure by Bank to exercise any of its options will not constitute a waiver of the right to exercise same in the event of any subsequent Default or Event of Default.

General Terms

This Note amends and restates the terms of the Original Note. This amendment and restatement is not intended by the parties to be, nor shall it be construed as, a novation, termination, waiver, release, satisfaction, accord or accord and satisfaction of the Original Note or the indebtedness evidenced thereby. This Note is secured by all liens, security interests, assignments, pledges, rights and remedies securing the Original Note and evidences all indebtedness previously advanced and unpaid under the Original Note.

Borrower waives presentment, demand, protest and notice of dishonor.

Time is of the essence for the performance of all of Borrower's covenants and agreements set forth in this Note, including its payment obligations under this Note.

Payment of this Note in whole or in part, or any other partial or full satisfaction or discharge of Borrower or Borrower's obligations under this Note, will not release or otherwise terminate any of the security interests or liens created by any of the Security Documents, or entitle any Person to a release or termination thereof, the terms of each Security Document will be determinative of when and the conditions under which any of the security interests or liens created by such Security Document will be released or otherwise terminated.

This Note will be governed by the substantive laws of the State of South Carolina, excluding, however, the conflict of law and choice of law provisions thereof. Borrower submits to the jurisdiction of either the state courts of the jurisdiction whose laws govern this Note, or a United States District Court for any federal district in such jurisdiction, over any action or proceeding arising from or related to this Note; and, Borrower irrevocably waives the defense of improper venue or an inconvenient forum.

Each provision of this Note will be interpreted in a manner so as to be valid under applicable law, but if any provision of this Note is held invalid under such law by a court or other tribunal of competent jurisdiction, the provision will be ineffective to the extent of such invalidity without invalidating the remainder of such provision or the remaining provisions of this Note, or the application thereof will be in a manner and to an extent permissible under applicable law.

If the rate at which interest accrues under this Note exceeds at any time the maximum contract rate which may be charged to or collected from Borrower on the Loan under applicable law, or if any fees, premiums, charges or costs and expenses assessed against or collected from Borrower exceed those permitted by law, then ipso facto the same will be reduced to the limits prescribed by law; and, if Bank receives any interest, fees, premiums, charges or costs and expenses in excess of any limits prescribed by law, such excess will be applied to the reduction of the

principal balance owing under this Note in the inverse order of its maturity, even if not then due, or at the option of Bank, paid to Borrower.

Borrower, to the extent permitted by law, waives any right to a trial by jury in any action or proceeding arising from or related to this Note:

This Note will apply to and bind Borrower's successors and assigns. At any time or times and without notice to Borrower or any other Person, Bank may sell one or more participations in the Loan and may assign this Note in whole or in part; and, this Note will apply to, be binding upon and inure to the benefit of each one of and all of Bank's participants, successors and assigns, including any Person that may administer or service this Note for any holder of this Note or any participants in the Loan. Bank may disclose financial and other information concerning Borrower and any other Person obligated on the Loan to any participant or prospective participant, and to any assignee or prospective assignee.

This Note and the other Loan Documents contain the entire/final agreement between Borrower and Bank relative to the Loan. Bank will be under no obligation to extend, renew or refinance the Loan at its maturity or at any time prior or subsequent thereto, or amend, modify or change any provision of this Note. This Note and any of the rights and remedies of any of the parties to this Note may not be changed or waived orally, but only by an agreement in writing signed by the party against whom enforcement of any change or waiver is sought.

Anti-Money Laundering

Borrower represents and warrants to Bank as follows: (1) Borrower is not and will not be a Person whose property or interest in property is blocked or subject to blocking pursuant to applicable laws; (2) Borrower is not and will not be a Person on the list of Specially Designated Nationals and Blocked Persons and Borrower is not and will not be subject to any limitations or prohibitions under any regulations or orders of the U.S. Department of Treasury's Office of Foreign Assets Control; and (3) Borrower is and will remain in compliance with and does not and will not engage in any dealings or transactions prohibited by applicable laws, including the USA Patriot Act, the Trading with the Enemy Act or the U.S. Foreign Corrupt Practices Act of 1977, all as amended.

Definitions

In this Note: (1) "Borrower" refers to all signatories of this Note collectively and severally, as the context of this Note requires, and all signatories of this Note will be and the same are jointly and severally liable hereunder; (2) "Loan" refers to the loan or other credit facility evidenced by this Note; (3) "Loan Documents" refers to this Note, the Forbearance Agreement, the Security Documents, the "Loan Documents" as defined in the Forbearance Agreement, and all other documents and agreements executed/delivered to Bank, or others on Bank's behalf, in connection with this Note or the Loan, and all of the Loan Documents will be applied and enforced in harmony with each other to the end that the Bank fully realizes its rights and benefits under each and all of the Loan Documents, including full payment and satisfaction of all indebtedness and obligations evidenced by or secured by each and all of the Loan Documents; (4) "maturity of this Note" refers to the date on which payment of the entire balance of principal then outstanding on this Note becomes due and payable in full, whether on the Maturity Date, by acceleration or otherwise; (5) "Minimum Interest Rate" means four percent (4.00%) per annum, which is the lowest per annum rate at which interest will accrue under this Note and under the other Loan Documents; (6) "Note" refers to this Amended and Restated Promissory Note; (7) "Person" is defined in the Forbearance Agreement; (8) "Security Documents" refers to the Security Documents as defined in the Forbearance Agreement and includes supporting obligations which reference that they secure this Note or reference that they secure all obligations of Borrower to Bank, and includes all Security Documents and supporting obligations shown on Bank's records as being Security Documents or supporting obligations that secure this Note, whether or not such Security Documents or supporting obligations correctly or accurately refer to this Note; (9) the singular includes the plural and vice versa; (10) words in the neuter gender include any gender; (11) "including" means "including but not limited to"; (12) "and" may have a joint meaning or a several meaning and "or" may have an inclusive meaning or an exclusive meaning; and (13) the word "all" includes "any" and the word "any" includes "all".

EXECUTED under SEAL by the undersigned as of the day and year first above stated.

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.

ROA, LLC

By: Deborah R. - Mulh [SEAL]
Name:
Title:

GA

UNCONDITIONAL GUARANTY OF PAYMENT

THIS UNCONDITIONAL GUARANTY OF PAYMENT (the "Guaranty") is executed and delivered as of June 24, 2005, by DEBORAH G. RICE-MARKO, her heirs and assigns (the "Guarantor"), in favor of RBC CENTURA BANK (together with its successors and assigns, the "Lender").

WITNESSETH

WHEREAS, the Guarantor and ROA, LLC, a South Carolina limited liability company (the "Borrower"), have requested the Lender to extend credit to the Borrower; and

WHEREAS, the Lender is willing to extend such credit, but only on condition, among others, that Guarantor execute and deliver this Guaranty;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor covenants and agrees as follows:

Section 1. The Guaranty. The Guarantor hereby absolutely and unconditionally guarantees to the Lender the payment and performance when due, whether at the stated maturity, by acceleration or otherwise, of the following indebtedness and obligations (collectively, the "Obligations"):

(a) That certain promissory note dated of even date herewith in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by the Borrower in favor of the Lender (together with any and all extensions, renewals or modifications thereof, the "Note"), plus interest and costs of collection (including reasonable attorneys' fees);

(b) All amounts due or to become due and all obligations to be performed under the terms of that certain mortgage, security agreement, and financing statement of even date herewith executed by 1031, LLC, a South Carolina limited liability company, as exchange accommodation title holder for ROA, LLC, in favor of the Lender (the "Mortgage") and securing payment of the loan evidenced by the Note; and

(c) Any and all extensions, renewals, or modifications of any of the foregoing, including any replacement substitute, or renewal notes evidencing any such extension, renewal, or modification, irrespective of whether such extension, renewal, or modification has been consented to by the Guarantor, it being expressly agreed that the payment of the same is guaranteed by the Guarantor under the terms of this Guaranty.

Section 2. Tenor of Guaranty. This Guaranty shall be a continuing, absolute and unconditional guaranty. It is specifically understood and agreed that this Guaranty is a Guaranty of payment and not of collection.

Guaranty of Deborah G. Rice-Marko, Page 1



Section 3. Financial Statements. The Guarantor shall furnish to the Lender (i) annual personal financial statements, such that the Lender shall have at all times financial statements of the Guarantor not more than twelve (12) months old, such financial statements to be in such form as the Lender may reasonably require, including without limitation verified amounts and sources of income, expenses, assets and liabilities, including all contingent liabilities, and shall be signed and certified by the Guarantor to be correct and accurate; (ii) promptly after the filing thereof (but on no event later than 90 days thereafter), copies of all federal income tax returns filed by or on behalf of the Guarantor; and (iii) such other information as the Lender may from time to time reasonably request concerning the income, expenses, assets, liabilities, or financial condition of the Guarantor.

Section 4. Representations and Warranties of Guarantor. The Guarantor represents and warrants, which representations and warranties shall continue until the Obligations have been paid in full, as follows:

(a) This Guaranty has been duly executed and delivered by the Guarantor and constitutes a legal, valid, and binding obligation of the Guarantor and is enforceable in accordance with its terms.

(b) There are no actions, suits or proceedings pending or threatened against or affecting the Guarantor or any of Guarantor's properties or assets before any court or any governmental department, commission, board, agency or instrumentality, which, if determined adversely to the Guarantor, would have a material adverse effect on the financial condition, the properties, assets or income of the Guarantor.

(c) The financial statements (the "Financial Statements") of the Guarantor heretofore submitted to the Lender fairly reflect the financial condition of the Guarantor as of the date and for the period stated, and no material adverse changes in the financial condition of the Guarantor have occurred since the date of such Financial Statements.

(d) The Guarantor has no liabilities, direct or contingent, except those disclosed in the Financial Statements and except those arising in the ordinary course of business since the date of such statements having, in the aggregate, no material adverse effect on the financial condition of the Guarantor.

(e) The Guarantor has made no investments in, advances to, or guaranties of the obligations of any corporation, individual, or other entity except those disclosed in the Financial Statements.

(f) The Guarantor has filed all required federal, state, and local tax returns as they have become due. No claims have been assessed and are unpaid with respect to such taxes except as shown in the Financial Statements.

Section 5. Obligations Unconditional; Waiver of Defenses. No act of commission or omission of any kind or at any time, upon the part of the Lender in respect to any matter whatsoever, shall in any way affect or impair this Guaranty. Without limiting the generality of the foregoing, the Guarantor acknowledges and agrees that Guarantor shall be and remain absolutely and

unconditionally liable hereunder notwithstanding any of the following, and expressly waive the right to assert any defenses, set-offs or counterclaims with respect thereof:

(a) The Obligations or any of them hereafter become invalid or otherwise unenforceable for any reason whatsoever;

(b) The Lender fails or delays to perfect or continue the perfection of any deed to secure debt, mortgage lien upon or security interest in any property which secures the obligations of Borrower or any other guarantor, if any, or to protect the property covered by such deed to secure debt, mortgage lien or security interest; or

(c) The Lender fails to give notice of any disposition of any collateral covered by any deed to secure debt, mortgage lien or security interest or to dispose of such collateral in a commercially reasonable manner.

Section 6. Disposition of Collateral. The liability of the Guarantor hereunder shall in no way be affected or impaired by (and the Lender is hereby expressly authorized to make from time to time, without notice to anyone), any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification, supplement, amendment or other disposition of any collateral securing the Obligations, and of instruments, documents, or guaranties securing the Obligations. The liability of Guarantor hereunder shall in no way be affected or impaired by any acceptance by the Lender of any security for or other guarantors upon any of the Obligations, or by any failure, neglect or omission on the part of the Lender to realize upon or protect any of the Obligations, or any collateral or security therefor, or to exercise any lien upon or right of appropriation of any moneys, credits or property of the Borrower, possessed by any creditor, toward the liquidation of the Obligations, or by any application of payments or credits thereon.

Section 7. Application of Payments. The Lender shall have the exclusive right to determine how, when and what application of payment and credits, if any, shall be made on the Obligations, or any part of them. In order to hold Guarantor liable hereunder, there shall be no obligation on the part of the Lender at any time, to resort for payment to Borrower, to any other guarantor, or to any other persons or entities whatsoever, or to any collateral, security, property, liens or other rights or remedies whatsoever.

Section 8. Independent Obligations. The obligations of the Guarantor hereunder are primary and independent of the obligations of the Borrower and of any other guarantor of the Obligations. A separate action may be brought and prosecuted against the Guarantor, and any requirement that the Lender institute suit, or exercise or exhaust its remedies or rights against Borrower or against any other person, guarantor, or mortgage, or other collateral securing all or any part of the Obligations, prior to enforcing any rights it has under this Guaranty, or otherwise, is hereby expressly waived, and Guarantor hereby further waives the benefit of any statute of limitations affecting their liability hereunder or the enforcement hereof.

Section 9. Indemnity. The Guarantor agrees to defend, indemnify and hold harmless the Lender from and against any and all claims, losses, and liabilities growing out of or resulting from the Obligations, the loan evidenced by the Note, the collateral for the Obligations, or this Guaranty

(including, without limitation, enforcement any loan documents relating to the Obligations or this Guaranty), except such as may arise as a result of gross negligence or willful misconduct by or on behalf of Lender.

Section 10. Subordination. Any indebtedness of the Borrower to the Guarantor for borrowed money now or hereafter existing is hereby subordinated to the Obligations. The Guarantor agrees that, until the Obligations have been paid in full, the Guarantor will not seek, accept, or retain for the Guarantor's own account, any payment from the Borrower on account of such subordinated debt. Any payments to the Guarantor on account of such subordinated debt shall be collected and received by the Guarantor in trust for the Lender and shall be paid over to the Lender on account of the Obligations without impairing or releasing the obligations of Guarantor hereunder.

Section 11. Waiver of Rights of Subrogation, etc. The Guarantor unconditionally and irrevocably agrees that until the Indebtedness shall have been paid in full, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which the Lender now has or may hereafter have against the Borrower, and further waives any benefit of, and any right to participate in, any security now or hereafter held by the Lender. Guarantor waives any defense based upon an election of remedies by the Lender which destroys or otherwise impairs any subrogation rights of the Guarantor or the right of the Guarantor to proceed against the Borrower for reimbursement, or both. The Guarantor waives any right of exoneration.

Section 12. Financial Condition of Borrower; No Representations. The Guarantor represents that Guarantor is fully aware of the financial condition of the Borrower and of the condition of any property which is collateral for the Obligations, and is executing and delivering this Guaranty based solely upon Guarantor's own independent investigation of all matters pertinent hereto. The Guarantor represents and agrees that the Lender has made and makes no representations to the Guarantor as to the financial condition of the Borrower, the condition of any property which is collateral for the Obligations, the character of the Borrower or its principals, the Borrower's ability to pay the Obligations, or any other matter, fact or occurrence whatsoever, and the Guarantor shall have no right to rely on any such statement or representation. It is understood and agreed that the Lender has no obligation to the Guarantor to obtain or disclose any information with respect to any of the foregoing matters.

Section 13. Acceleration of Debt; Modification of Obligations. The Guarantor hereby consents that from time to time, without notice to or further consent of the Guarantor, payment of any obligation hereby guaranteed may be accelerated in accordance with any agreement between the Lender and the Borrower or any other party liable with respect thereto, or may be extended, or the Note may be renewed or altered in whole or in part or the interest rate may be increased or decreased, or any collateral therefor may be exchanged, surrendered or released in whole or in part, or otherwise dealt with as the Lender may in its sole discretion determine, without notice to or further consent of the Guarantor, all without affecting the validity of this Guaranty.

Section 14. Waiver of Presentment, Etc. The Guarantor hereby waives presentment, protest, demand, notice of dishonor or default, and all demands and notices of any kind in connection with this Guaranty or the Obligations between the Lender and Borrower or with respect to any security therefor. Notice of acceptance of this Guaranty and of the incurring of any and all of the obligations of the Borrower are hereby waived by the Guarantor.

Guaranty of Deborah G. Rice-Marko, Page 4

Section 15. Other Guarantors. This Guaranty shall continue in full force and be binding upon the Guarantor and the estate of the Guarantor notwithstanding the release, death, dissolution, or termination of existence of any other guarantor or any other party liable upon or in respect of any obligation hereby guaranteed; and neither disability or bankruptcy of any one or more of any other guarantors shall affect the continuing obligation of the Guarantor.

Section 16. Assignment. The Lender may assign this Guaranty or any of its rights and powers hereunder, with any or all of the Obligations, and may assign and/or deliver to any such assignee of any of the security herefor and, in the event of such assignment, the assignee hereof or of such rights and powers and of such security, if any of such security be so assigned and/or delivered, shall have the same rights and remedies as if originally named herein in place of the Lender, and the Lender shall be thereafter fully discharged from all responsibility with respect to any such security so assigned and/or delivered.

Section 17. Governing Law. This Guaranty and all rights, obligations and liabilities arising hereunder shall be construed according to the laws of the State of South Carolina. Unless the context otherwise requires, all terms used herein which are defined in the Uniform Commercial Code of South Carolina shall have the meanings therein stated.

Section 18. Effect of Invalidated Payments. If the Lender receives any payment or payments on account of the Obligations guaranteed hereby, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, and/or required to be repaid to a debtor, trustee, receiver, or any other party under any bankruptcy act or code, state or federal law, common law, or equitable doctrine, then to the extent of any sum not finally retained by the Lender, the Guarantor's obligations to the Lender shall be reinstated and this Guaranty, and any security therefor, shall remain in full force and effect (or be reinstated) until payment shall have been made to Lender, which payment shall be due on demand. If any action or proceeding seeking such repayment is pending or, in Lender's sole judgment, threatened, this Guaranty and any security interest therefor shall remain in full force and effect notwithstanding that the Borrower may not then be obligated to Lender.

Section 19. Costs of Collection and Attorneys Fees. The Guarantor agrees to pay all legal and other costs and expenses, including reasonable attorney's fees, paid or incurred by the Lender in connection with the enforcement of this Guaranty, and/or the participation in any bankruptcy proceeding relating to the Borrower or the Guarantor.

Section 20. Jurisdiction; Venue; Service of Process. The Guarantor hereby agrees that all actions to enforce the terms and provisions of this Guaranty may be brought and maintained in State or federal courts for Charleston County, South Carolina, or Leon County, Florida, and hereby consents to the jurisdiction of any such court, waives personal service of all process and hereby consents that such service may be made by registered or certified mail, directed to the Guarantor at the address hereinafter set forth. Guarantor hereby expressly waives any and all rights which it may have to make any objections based on jurisdiction, venue, or sufficiency of process to any suit brought to enforce this Guaranty in accordance with the foregoing provisions.

Section 21. Notices. Whenever this Guaranty requires or permits any notice, request or demand to the Guarantor, the notice, request or demand shall be deemed to have been given if it is

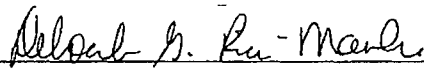
enclosed in an envelope addressed to the Guarantor at the address stated below, properly stamped, sealed, and deposited in the United States mail as certified or registered mail, return receipt requested. The address of the Guarantor for the purposes of this Section is set forth at the end of this Guaranty.

Section 22. Instrument Under Seal. This Guaranty is intended to be and shall be construed as an instrument under seal.

Section 23. Waiver of Right to Jury Trial. GUARANTOR WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING ON OR ARISING OUT OF THIS GUARANTY OR THE OBLIGATIONS EVIDENCED HEREBY.

Section 24. 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. **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.**

IN WITNESS WHEREOF, this instrument has been duly executed by the Guarantor and the seal of Guarantor affixed hereto as of the date first written above.


DEBORAH G. RICE-MARKO
(SEAL)

Guarantor Address:

32 South Battery
Charleston, South Carolina 29401

GA

Customer No. 2954982

Loan No. _____

RBC Centura

UNCONDITIONAL GUARANTY AGREEMENT (Single Loan)

THIS SINGLE LOAN GUARANTY AGREEMENT ("Guaranty Agreement"), entered into as of the 25 day of February, 2008, by LIBERTY COTTAGES LAND, LLC, a South Carolina limited liability company ("Guarantor", whether one or more), with a mailing address of 32 South Battery, Charleston, South Carolina 29401, to RBC CENTURA BANK ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220.

A. ROA, LLC, a South Carolina limited liability company, a South Carolina limited liability company ("Customer", whether one or more) desires to obtain a loan or other extension of credit from Bank.

B. Bank is willing to make the loan or otherwise extend credit to Customer, but has conditioned the making of the loan or other extension of credit on Guarantor executing and delivering to Bank this Guaranty Agreement.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Bank to make the loan and to otherwise extend the credit requested by Customer, Guarantor, jointly and severally, if more than one, hereby absolutely and unconditionally guarantees to Bank, its successors and assigns: (1) the punctual payment when due (whether by acceleration or otherwise) of all outstanding principal under Customer's promissory note (the "Note") dated June 24, 2005, in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by Customer in favor of RBC Centura Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, as amended by a Modification Agreement dated March 22, 2007, and as amended by a Modification Agreement dated of even date herewith, together with all due and unpaid interest (to include default interest), finance charges, late payment fees and other fees and charges, prepayment premiums and all costs and expenses (to include reasonable attorneys' fees and fees of legal assistants, reasonable fees of accountants, appraisers, adjusters, engineers, surveyors or other professionals employed or retained by and on behalf of Bank, and intangible personal property taxes, documentary stamp taxes, excise taxes and other similar taxes) payable and to be payable thereunder, and incurred and to be incurred in connection therewith (the "Credit Agreement"); (2) the punctual payment and performance by Customer and other persons of all of their covenants, agreements and obligations under any security agreements, deeds of trust, mortgages, security deeds, trust deeds, deeds to secure debt, pledge agreements, assignments, commitments, loan agreements and other agreements, statements and records executed and delivered to Bank or others on Bank's behalf in connection with the indebtedness evidenced by the Credit Agreement (the Credit Agreement and the other agreements and documents executed and delivered in connection with the Credit Agreement shall be referred to herein collectively as the "Loan Documents", and the Loan Documents may be in a written or tangible medium, electronic medium or some other medium and includes all renewals, extensions, amendments, modifications, replacements and substitutions thereof and therefor); and (3) the punctual payment of any and all sums advanced and paid by Bank, at its option, under the Loan Documents, including, but not limited to, sums advanced and paid by Bank for taxes and insurance premiums and sums advanced and paid by Bank to protect any collateral and other security given for said indebtedness (all of the foregoing, including, without limitation, the principal, interest, fees, charges, premiums and costs and expenses under the Credit Agreement, Customer's and other persons' covenants, agreements and obligations and the sums advanced and paid by the Bank, being hereinafter collectively termed "Obligations of Customer").

In order to implement the foregoing and as additional inducements to Bank, Guarantor further covenants and agrees:

Section 1. Guaranty of Payment. This guaranty is and shall remain an unconditional guaranty of payment and performance and not a guaranty of collection, shall remain in full force and effect irrespective of any interruption in the business and other dealings and relations of Customer with Bank and shall apply to and guarantee the due and punctual payment and performance of all Obligations of Customer due by Customer to Bank and as otherwise provided herein. To that end, Guarantor hereby expressly waives (1) any right to require Bank to bring any action against Customer, (2) any right to require Bank to bring any action against any other person, (3) any right to require Bank to recover from any collateral and other security, and (4) any right to require Bank to recover from any balance of any deposit or other account on the books of Bank in favor of Customer or any other person through set-off, recoupment or otherwise; and, without limiting the generality of the foregoing, Guarantor herewith expressly waives any right Guarantor otherwise might have or might have had under the provisions of Section 26-7 of the North Carolina General Statutes, et seq. or other North Carolina laws to require Bank to attempt to recover against Customer and to realize upon any collateral and other security which Bank holds for the Obligations of Customer.

Section 2. Guaranties Not Dependent. The obligation of any Guarantor executing this Guaranty Agreement is not and the same shall not be dependent upon the subsequent execution hereof by any other person. And, the termination of guaranty by one or more Guarantors, or the release, settlement or compromise by Bank from time to time and at any number of times with respect to any one or more Guarantors, shall not affect the obligations and liability of the remaining Guarantors hereunder, and as to the remaining Guarantors, this Guaranty Agreement shall continue in effect as if such Guarantors had been the only Guarantors executing this Guaranty Agreement.

Section 3. Guaranty Not Diminished by Bank's Actions.

3.1. Failure to Perfect Liens. Guarantor agrees that Guarantor's liability hereunder shall not be diminished by any failure on the part of Bank to perfect and continue perfection of (by filing, recording or otherwise) any lien and security interest it may now have or hereafter acquire in any property securing this Guaranty Agreement or the Obligations of Customer.

3.2. Release or Surrender of Rights. Guarantor covenants and agrees that Bank may at any time, and from time to time, in its sole discretion, do or cause to be done any one or more of the following: (1) renew, extend and otherwise change the time, manner, place and terms of payment of any and all of the Obligations of Customer, and otherwise modify the Obligations of Customer; (2) grant indulgences generally from time to time to Customer and any other person liable for the Obligations of Customer; (3) exchange, release and surrender any and all of the collateral and other security, or any part thereof or interest therein, by whomsoever deposited, given or made, which is or may hereafter be held by Bank or others on its behalf, or in which it has a lien and security interest in connection with any and all of the Obligations of Customer and any liabilities and obligations of Guarantor hereunder; (4) sell and otherwise dispose of, and purchase all or parts of, or interests in, such collateral and other security at public and private sale, or to or through any securities intermediary or other person, and after deducting all costs and expenses of every kind for collection, preparation for sale, sale and delivery, the net proceeds of any such sales and other dispositions may be applied by Bank toward payment and satisfaction of the Obligations of Customer, in such order as Bank in its discretion may elect, or in such order as Bank may be required to apply the proceeds under applicable law – if applicable law directs a specific manner of application of proceeds; or (5) settle and compromise with the Customer, any insurance carrier and any other person liable thereon, any and all of the Obligations of Customer, or subordinate the payment of all and any part of same to the payment of any other debts and claims which may at any time be due and owing to Bank or any other persons, all in such manner and upon such terms as Bank may deem proper or desirable, and without notice to or further assent from Guarantor, it being agreed that Guarantor shall be and remain bound by this Guaranty Agreement irrespective of the existence, value and condition of any collateral and other security, or the impairment of any collateral and other security (to include, without limitation, impairment due to any failure to perfect or continue perfection of a lien and a security interest and any other act or inaction by Bank or other persons relative to the administration of this Guaranty Agreement, the Obligations of Customer and any collateral and other security), or the unenforceability of any of the Obligations of Customer or the discharge and release of Customer from liability for any of the Obligations of Customer and notwithstanding any such change, exchange, settlement, compromise, surrender, release, failure to perfect or continue perfection and other act or inaction relative to administration, sale and other disposition, application, renewal or extension and notwithstanding also that the Obligations of Customer may at any time exceed the aggregate principal sum hereinabove prescribed (if any such limiting sum appears). If Bank should request

Guarantor to consent to any of the foregoing, such request by Bank or consent by Guarantor shall not constitute a waiver by Bank of the provisions of this Section which permit such actions without Guarantor's consent, nor of any other provision of this Guaranty Agreement relating to acts and inactions of Bank and such request or consent shall not create a course of dealing between Bank and Guarantor that would require the consent of Guarantor to any of the foregoing in the future. Furthermore, this Guaranty Agreement shall not be construed to impose any obligation on Bank to extend or continue to extend credit, to otherwise deal with Customer at any time, or to take or refrain from taking any acts relative to the administration of any of the Obligations of Customer and any collateral and other security for the Obligations of Customer or this Guaranty Agreement.

3.3. Waiver of Default; Forbearance. No waiver by Bank of any default by Guarantor or Customer, or forbearance with respect to any default by either, shall operate as a waiver of any other default or of the same default on a future occasion – or require the forbearance with respect thereto – and no waiver or forbearance by Bank shall limit Guarantor's liability under this Guaranty Agreement or negatively affect the validity and enforceability of this Guaranty Agreement in accordance with its stated terms.

Section 4. Set-off; Application of Payments; Security.

4.1. Set-off on Service of Process. If any process is issued or ordered to be served upon Bank, seeking to seize Customer's or Guarantor's rights or interests in any deposit account, such deposit account shall be deemed to have been and shall be set-off against any and all Obligations of Customer or all obligations and liabilities of Guarantor hereunder, as applicable, as of the time of the issuance of any such writ or process, whether or not Customer, Guarantor or Bank shall then have been served with notice thereof.

4.2. Application of Moneys and other Value. All moneys and other things of value available to and received by Bank for application toward payment of (or reduction of) the Obligations of Customer may be applied by Bank to such individual debts, liabilities, obligations and claims in such manner, and apportioned in such amounts and at such times, as Bank, in its sole discretion, may deem suitable or desirable, or in such order as Bank may be required to apply the money or other things of value under applicable law – if applicable law directs a specific manner of application.

4.3. Security; Set-off. As security for any and all liabilities of Guarantor hereunder, now existing and hereafter arising, Guarantor hereby grants Bank a security interest in any and all moneys, furniture, fixtures, equipment, inventory, documents, investment property, financial assets, promissory notes and other instruments, chattel paper, accounts, payment intangibles and other general intangibles, deposit accounts, supporting obligations, including guarantees, letters-of-credit and letters-of-credit rights and any and all other forms of property and things of value (real, personal or mixed) and any right, title and interest of Guarantor therein and thereto and the proceeds thereof, which have been and may hereafter be deposited or left with Bank (or with any agent or other third person acting on Bank's behalf) by or for the account or credit of Guarantor, including, without limitation, any property in which Guarantor may have an interest. Furthermore, where any obligation of Guarantor is due and unpaid Bank hereunder, Bank is herewith authorized to exercise its right of set-off or "bank lien" as to any demand, checking, time, savings, and other deposit accounts of any nature maintained in and with it by Guarantor, without advance notice. Such right of set-off shall also be applicable and exercised by Bank, in its sole discretion, where Bank is indebted to any Guarantor by reason of any certificate of deposit, bond, instrument or otherwise. Bank also is granted and shall otherwise have recoupment rights and may exercise such recoupment rights where any obligation of Guarantor is due and unpaid to Bank hereunder. If Guarantor or others have executed and delivered to Bank any separate deeds of trust, mortgages, security deeds, deeds to secure debts, trust deeds, security agreements, assignments or other security documents in connection with this Guaranty Agreement, the property and property rights therein described shall secure this Guaranty Agreement and Guarantor's payment and performance obligations hereunder to the extent and all as provided herein and in said separate security documents. If Guarantor or others have so executed and delivered security documents as aforesaid, some or all of them may be listed or described on Exhibit A attached hereto, but, the failure of any or all of such security documents to be listed or described thereon shall not limit this Guaranty Agreement, the effectiveness and enforceability of any security documents not listed or described on Exhibit A and the liabilities of Guarantor and others hereunder or under such security documents.

Section 5. Financial Information on Guarantor; Bank's Records Controlling. Guarantor shall provide Bank with such financial information as Bank may from time to time request. Any statement of account or records that bind the Customer shall be binding against the Guarantor and the records of Bank maintained in the ordinary course of its business with respect to the Obligations of Customer shall be binding on Guarantor in all respects, including, without limitation, the extent and nature of the Obligations of Customer and the liabilities of Guarantor under this Guaranty Agreement.

Section 6. Customer's Organization Status.

6.1. Authority of Customer's Officers and Employees. If Customer is not an individual but a registered organization or other form of organization, this Guaranty Agreement covers all Obligations of Customer purporting to be created or undertaken on behalf of such organization by any one or more shareholder, director, officer, executive, employee, partner, manager, member or agent of such organization, without regard to the actual authority of any such person, whether or not organization resolutions, proper or otherwise, are given by any Customer to Bank, and whether or not such purported organizations are legally chartered, registered or organized.

6.2. Change in Legal Status. In the event of a change in, or amendment or modification of the legal status or existence of the Customer, this Guaranty Agreement shall continue and shall also cover the indebtedness of the Customer under the new or amended status, according to the terms hereof guaranteeing the obligations of the original Customer.

Section 7. Guarantor's Waiver of Rights.

7.1. Subordination of Customer's Debts to Guarantor. In the event that Guarantor shall pay any sums under this Guaranty Agreement, or in the event that Customer or any owner of property in which Bank has been granted a lien or security interest to secure the Obligations of Customer is now or shall hereafter become indebted to Guarantor, Guarantor agrees (1) that the amount of such indebtedness and all interest thereon shall at all times be subordinate as to lien, times of payment and in all other respects to all sums at any time owing to Bank with respect to the Obligations of Customer, (2) that Guarantor shall not be entitled to enforce or receive payment on account of such other indebtedness until all sums owing to the Bank have been paid in full and (3) that to the extent Guarantor does enforce or receive payment in contravention of Guarantor's agreement hereunder, all moneys, property and other things of value received by Guarantor and others on Guarantor's behalf shall be held by Guarantor and such other persons in trust for Bank and for the account of Bank and the same shall be paid or delivered to Bank immediately upon request therefor by Bank.

7.2. Reinstatement of Obligations of Customer. Guarantor agrees that in the event any judgment or any court order or any administrative order for turnover or recovery is entered against Bank (whether by consent, compromise, settlement or otherwise) for, or Bank is required or agrees to repay (1) the amount of any monetary payment or transfer of any property (whether real, personal or mixed, tangible or intangible, or the value thereof) made to Bank by or on behalf of the Customer or Guarantor for credit to the Obligations of Customer, or (2) the amount of any set-off or recoupment exercised by Bank and credited to Obligations of Customer, then in such event (and notwithstanding the prior discharge or satisfaction in whole or in part of any or all Obligations of Customer due Bank or the written or stamped notation of cancellation, release, or satisfaction affixed to this Guaranty Agreement or any instrument of indebtedness evidencing the Obligations of Customer, or any prior notice of the termination of this Guaranty Agreement as to future debts of Customer) the amount or value of any such payments, property, set-off and recoupment recovered from Bank shall be deemed to be Obligations of Customer and this Guaranty Agreement and the liabilities of Guarantor hereunder shall be automatically revived and reinstated and shall continue and remain in full force and effect as to the same, together with interest thereon from date of recovery at the rate applicable to the Obligations of Customer to which any such payments, transfers and set-off were credited, costs of court, and the reasonable attorneys' fees incurred by Bank in connection therewith.

7.3. Waiver of Subrogation. Guarantor expressly waives, for Bank's benefit and the benefit of Customer and any other guarantor, maker, endorser, obligor and debtor on the Obligations of Customer, any and all rights of recourse against Customer, and any other guarantor, maker, endorser, obligor and debtor on the Obligations of

Customer, and property and assets of the same, arising out of any payment made under or pursuant to this Guaranty Agreement, including any claim of subrogation, reimbursement, exoneration, contribution and indemnity that Guarantor may have against the Customer, any other guarantor, maker, endorser, obligor and debtor on the Obligations of Customer. Guarantor will not enter into any contract or agreement in violation of the provisions hereinabove, and any such purported contract or agreement shall be void ab initio.

Section 8. Events of Default; Remedies.

8.1. Events of Default. Guarantor shall be in default under this Guaranty Agreement upon the happening of any of the following events, circumstances and conditions, 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, to wit:

(a) default in the payment or performance of any of the obligations or of any covenant, warranty or liability contained or referred to herein, or contained in any other contract, agreement or record of Customer or Guarantor with Bank, whether now existing or hereafter arising;

(b) any warranty, representation or statement made or furnished, or hereafter made or furnished, to Bank or others for the benefit of Bank, by or on behalf of Customer or Guarantor, in connection with this Guaranty Agreement, or to induce Bank to extend credit or deal with Customer or Guarantor or otherwise with respect to the Obligations of Customer proving to have been false or inaccurate in any material respect when made or furnished;

(c) the death or mental incompetency of a Guarantor or Customer who is an individual and the dissolution, liquidation, termination of existence, merger or change in control of or in a Guarantor or Customer that is a registered organization or other organization;

(d) insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any state or federal bankruptcy or insolvency laws by or against Guarantor or Customer;

(e) failure of a Customer or Guarantor that is a registered organization to maintain its existence in good standing;

(f) the entry of any monetary judgment or the assessment or filing of any tax lien against either Customer or Guarantor or the issuance of any writ of garnishment or attachment against any property of, debts due or rights of Customer or Guarantor, to specifically include the commencement of any action or proceeding to seize moneys of Customer or Guarantor on deposit in any deposit account with Bank;

(g) if Customer or Guarantor is a registered organization or other organization, the default in the payment or performance of any indebtedness or other obligation which is now owing to Bank or any indebtedness or other obligation which arises in the future and is owing to Bank by any subsidiary of Guarantor or the Customer; or

(h) if Bank should otherwise deem itself, any security interests, its collateral or other security, or the Obligations of Customer guaranteed hereby and hereunder or the liability of Guarantor hereunder unsafe or insecure, or should Bank, in good faith, believe that the prospect of payment or other performance by Customer or Guarantor is impaired.

8.2. Remedies. Upon the occurrence of any of the foregoing events, circumstances or conditions of default set forth in Section 8.1 above, at Bank's option, all of the obligations evidenced and created in this Guaranty Agreement and secured or guaranteed hereby shall immediately be due and payable without demand or notice. Furthermore, whether or not Bank accelerates the aforesaid obligations because of the occurrence of an event of default, Bank may exercise, and cause to be exercised by others on its behalf, all of the rights and remedies granted hereunder that may be exercisable by Bank upon the occurrence of an event of default, all of the rights or remedies of a secured party or holder-in-due course under the Uniform Commercial Code in the jurisdiction whose laws

govern this Guaranty Agreement, as the same is in effect from time to time, and all rights and remedies otherwise afforded in law and in equity under other laws of the aforementioned jurisdiction.

Section 9. Miscellaneous.

9.1. Anti-Money Laundering and Anti-Terrorism. Guarantor represents, warrants and covenants to Bank as follows: (1) Guarantor (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) Guarantor 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) Guarantor 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 of Customer, 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.

9.2. No Effect on Other Guaranties. This Guaranty Agreement does not terminate, cancel, supersede, renew or substitute for any existing guaranty or other supporting obligation to Bank by any Guarantor, unless expressly provided herein, and the execution and delivery hereafter to Bank by any Guarantor of a new guaranty and other supporting obligation shall not terminate, cancel, supersede, or be a renewal or substitution for this Guaranty Agreement, unless expressly provided therein, and all rights and remedies of Bank hereunder, under any other existing guaranty agreement and other supporting obligation, and under any guaranty agreement and other supporting obligation hereafter given to Bank by any Guarantor shall be cumulative and may be enforced singly, successively, alternately and concurrently.

9.3. No Reliance by Guarantor on Bank. Guarantor warrants and covenants that Guarantor has made such inquiries as Guarantor deems necessary in order to ascertain the financial condition of Customer, and has, in fact, ascertained the financial condition of Customer and is satisfied with such financial condition, that Guarantor has adequate means to obtain from Customer, on a continuing basis, information concerning the financial condition of Customer, and that Guarantor has not relied, and will not rely, on Bank to provide such information, now or in the future. The relationship of Bank to Guarantor 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 Guarantor and no such relationship shall be drawn or implied from (1) this Guaranty Agreement and any security documents relative to this Guaranty Agreement, (2) the Obligations of Customer and any of the Loan Documents and (3) any of Bank's actions or inactions hereunder or thereunder, or with respect hereto or thereto - and, Bank has no obligation to Guarantor and any other person relative to administration of the Obligations of Customer, the Loan Documents, this Guaranty Agreement and any collateral and other security for any of the foregoing, or any part or parts thereof or interests therein.

9.4. Credit Investigations; Sharing of Information. Bank is irrevocably authorized by Guarantor to make or have made such credit investigations as it deems appropriate to evaluate Guarantor's credit, personal and financial standing and employment, and Guarantor authorizes Bank to share with consumer reporting agencies and creditors its experiences with Guarantor and other information in Bank's possession relative to Guarantor. Bank shall not have any obligation or responsibility to do any one or more of the following: (1) protect or preserve any collateral and other security given or to be given in connection herewith against the rights of third persons having an interest therein; (2) provide information to third persons relative to the Obligations of Customer, Bank's liens or security interests in any collateral and other security, this Guaranty Agreement or otherwise with respect to Guarantor; or (3)

subordinate its security interests in any collateral and other security to the interests of any third persons or to enter into control agreements relative to such collateral and other security.

9.5. Maintenance of Records by Bank. Bank is authorized to maintain, store and otherwise retain this Guaranty Agreement, any separate security documents and other agreements executed and delivered or to be executed and delivered by Guarantor and others on Guarantor'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; and a record of this Guaranty Agreement and such other documents and agreements in a non-tangible medium which is retrievable in a perceivable form shall be the agreement of Guarantor and others on Guarantor's behalf, as applicable, to the same extent as if this Guaranty Agreement and such other documents and agreements were in their original, inscribed tangible medium and such a record shall be binding on and enforceable against Guarantor and such others notwithstanding the same are in a non-tangible form and notwithstanding the signatures of the signatories thereof are electronic, typed, printed, computer generated, facsimiles or other reproductions, representations or forms.

9.6. Financing Statements. Guarantor irrevocably authorizes Bank to file such financing statements as may be necessary to protect, in Bank's opinion, Bank's security interests and, to the extent Bank deems necessary or appropriate, to sign the name of Guarantor with the same force and effect as if signed by Guarantor and to make public in financing statements and other public filings such information regarding Guarantor as Bank deems necessary or appropriate, including, without limitation, federal tax identification numbers, social security numbers and other identifying information.

9.7. Documentary and Intangibles Taxes. To the extent not prohibited by law and notwithstanding who is liable for payment of the taxes and fees, Guarantor shall pay, on Bank's demand, all intangible personal property taxes, documentary stamp taxes, excise taxes and other similar taxes assessed, charged or required to be paid in connection with this Guaranty Agreement.

9.8. Payment of Expenses. Without limiting any other provision of this Guaranty Agreement relating to Guarantor's payment of costs and expenses incurred by and on behalf of Bank, but in addition thereto, Guarantor shall pay to Bank on demand any and all costs and expenses of collection, including reasonable attorneys' fees in the amount of fifteen (15%) percent of the outstanding amount of the Obligations of Customer after default and, if applicable law prohibits payment of attorneys' fees when collection is through an attorney who is a salaried employee of Bank, referral to an attorney not a salaried employee of Bank. Guarantor shall also pay all cost and expenses incurred or paid by and on behalf of Bank in protecting its interest in any collateral and other security securing this Guaranty Agreement and in enforcing and protecting its rights hereunder. All of the foregoing costs and expenses shall be paid with interest thereon at the contract rate at which interest accrues from time to time on the Obligations of Customer – or if interest accrues at different contract rates, any one of the contract rates at which interest accrues as selected by Bank, in its sole discretion, which rate may be fixed or variable – from the earlier of the date paid, incurred or on which they become due until such costs and expenses are paid by Guarantor. All sums so paid and expended by Bank, and the interest thereon, shall be added to the amounts payable under this Guaranty Agreement.

9.9. Waiver of Notice and Presentment; Defenses. Guarantor hereby waives to the extent permitted by law: (1) notice of acceptance of this Guaranty Agreement; (2) notice of extensions of credit and continuations of credit extensions to Customer by Bank; (3) notice of entering into and engaging in business transactions and contractual relationships and any other dealings between Customer and Bank; (4) presentment and demand for payment of any of the Obligations of Customer; (5) protest and notice of dishonor or default to Guarantor and to any other person with respect to any of the Obligations of Customer and with respect to any security therefor; (6) all other notices to which Guarantor might otherwise be entitled; (7) any demand for payment under this Guaranty Agreement; (8) any defense of any kind which the Customer might have; and (9) application of any other defenses available to Guarantor.

9.10. Jury, Venue, Jurisdiction. This Guaranty Agreement shall be deemed to have been executed and delivered in the State of South Carolina, regardless of where the signatories may be located at the time of execution, and this Guaranty Agreement 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. Guarantor: (a) to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Guaranty Agreement or any of the Obligations of Customer; (b) irrevocably submits to the jurisdiction of either (1) the state courts of the jurisdiction identified above in this Section or (2) a United States District Court for any federal district in such jurisdiction over any action or proceeding arising from or related to this Guaranty Agreement or any of the Obligations of Customer; and (c) irrevocably waives, to the fullest extent Guarantor may effectively do so, the defense of improper venue or an inconvenient forum to the maintenance of any such action or proceeding. Nothing in this Section shall affect or impair Bank's right to serve legal process in any manner permitted by law or Bank's right to bring any action or proceeding against Guarantor or Guarantor's property in the courts of any other jurisdiction.

9.11. No Usury; No Illegal Provisions. Anything contained herein to the contrary notwithstanding, if for any reason the effective rate of interest on any of the Obligations of Customer should exceed the maximum lawful contract rate, the effective rate of such obligations shall be deemed reduced to and shall be such maximum lawful contract rate. Any sums of interest which have been collected in excess of such maximum lawful contract rate shall be applied, at Bank's election – if permitted by applicable law, as a credit against the unpaid principal balance due on the Obligations of Customer, or hereunder, or returned to the person who paid the interest that exceeded the maximum lawful contract rate. Wherever possible each provision of this Guaranty Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty Agreement 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 Guaranty Agreement.

9.12. Joint and Several Liability; Use of Terms. If more than one person has signed this Guaranty Agreement, such parties are jointly and severally obligated hereunder. Further, (1) 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; (2) 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 organizations, including public and quasi-public bodies, as well as individuals; (3) 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; (4) the term "Guarantor", as used herein, shall (if signed by more than one person) mean the "Guarantors and each of them"; (5) 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 Guarantor or Customer, or by one or more Subsidiaries of Guarantor or Customer, or Guarantor or Customer and one or more Subsidiaries of Guarantor or Customer, or (ii) otherwise controlled by or within the control of Guarantor, Customer or any Subsidiary of either; (6) terms used in this Guaranty Agreement which are not defined herein shall have the meaning ascribed thereto in the Uniform Commercial Code in effect from time to time in the jurisdiction whose laws govern this Guaranty Agreement; (7) all references to "Guaranty Agreement" mean this Guaranty Agreement and all amendments, modifications, renewals, extensions, replacements and substitutions thereof and therefor; and (8) this Guaranty Agreement shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Guaranty Agreement.

9.13. Successors and Assigns. This Guaranty Agreement shall be binding upon Guarantor, and the heirs, executors, administrators, successors and assigns of Guarantor; it shall inure to the benefit of, and be enforceable by Bank, and its successors, transferees and assigns; and Guarantor waives and will not assert against any transferee or assignee any claims, defenses, set-offs and rights of recoupment which Guarantor could assert against Bank, except defenses which Guarantor cannot waive. The death of Guarantor shall not terminate any liability hereunder.

9.14. Entire Agreement. This Guaranty Agreement constitutes the entire agreement between the Guarantor and Bank with respect to this guaranty, and no waivers and modifications shall be valid unless they are in writing and duly executed by the party to be charged thereby, and further expressly approved in writing by an authorized officer of Bank in the Bank's Loan Servicing Center (or successor thereto). Notwithstanding the foregoing, in the event any provision of this Guaranty Agreement should be left blank or incomplete, Guarantor hereby authorizes and

empowers Bank to supply and complete the necessary information to complete or fill in the blank provision and Bank, or any other holder hereof, may correct patent errors in this Guaranty Agreement.

9.15. Time of Essence; Notices. Time is of the essence under this Guaranty Agreement. All notices, certificates and other communications hereunder shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth herein. Guarantor and Bank may, by written notice given hereunder, designate a different address where communications should be sent. Bank may direct, by notice to Guarantor, that notices, requests and other communications shall be sent electronically or in some other non-tangible medium.

9.16. Guarantor's Acknowledgment. Guarantor acknowledges that Guarantor has read this Guaranty and fully understands the rights granted to Bank herein, and the waiver of rights of Guarantor. Guarantor further acknowledges that each of the terms contained herein is a material inducement to Bank to extend credit to the Customer and is necessary in order for the Bank to fully realize the benefits of Bank's bargained for agreement with the Customer and Guarantor. Guarantor: (1) represents to Bank the information contained in this Guaranty Agreement is true, accurate and correct; (2) agrees to promptly notify Bank in writing of any changes therein and any inaccuracies thereto, such notification to be addressed to Bank at Bank's address set forth herein; and (3) acknowledges that Bank is relying upon the information being complete, accurate and correct and that Bank is under no obligation to make an independent investigation with respect to the accuracy and correctness thereof and has not made an independent investigation regarding same.

9.17. Incorporation of Exhibits and Attachments. Exhibit A (Description of Security Documents) and Attachment 1 (Changes to Guaranty) are by this reference incorporated herein and made a part hereof as if fully set forth in the body of this Guaranty.

The undersigned has executed this Guaranty Agreement as of the day and year first above stated.

LIBERTY COTTAGES LAND, LLC

Witness:

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

Mark S. Sharpe
Print Name: MARK S. SHARPE

[Exhibit A and Attachment 1 follow]

EXHIBIT A
Attached
to
Unconditional Guaranty Agreement
(Single Loan)

Description of Security Documents (List or describe agreements and documents that secure this Guaranty Agreement): None.

Attachment 1
to
Unconditional Guaranty Agreement (Single Loan)
(Changes to Guaranty)

Section 1. Security; Set-off. Section 4.3 of the Guaranty is hereby deleted.

Section 2. Cross Default. Notwithstanding Section 8.1(a) or any other provision of the Guaranty to the contrary, the occurrence of default or event of default under any indebtedness or other obligation now or hereafter owing by Customer or Guarantor to Bank other than the Note, the Credit Agreement, or the other Loan Documents shall not constitute an Event of Default under or within the meaning of the Guaranty.

Section 3. Death of Guarantor. Notwithstanding the provision of Section 8.1(d) of the Guaranty, the death of the Guarantor shall not be a default so long as (i) the terms of the Note and the Loan are being satisfied and no other Event of Default has occurred, (ii) within 90 days after such death, other family member(s) having a financial condition, credit history, and liquidity satisfactory to Bank in its sole discretion, including all heirs or devisees to whom title to any mortgaged property will pass, sign new guaranties assuming the obligations of the deceased. Until the obligation to guarantee this Note and the Loan is assumed by a successor or successors to the deceased satisfactory to Bank in its sole discretion as set forth above, then at the option of Bank no additional advances need be made by Bank under the Loan. Notwithstanding the death of any Guarantor, all payments required to be made shall be made under the Loan when and as due.

Section 4. Reasonable Attorneys Fees. The first sentence of Section 9.8 of the Guaranty is hereby deleted and the following sentence substituted in its stead: "Without limiting any other provision of this Guaranty Agreement relating to Guarantor's payment of costs and expenses incurred by and on behalf of Bank, but in addition thereto, Guarantor shall pay to Bank on demand any and all costs and expenses of collection, including reasonable attorneys' fees."

Section 5. Cure Periods. No action may be commenced under this Guaranty unless all applicable grace or cure periods set forth in the Note relating to the default or Event of Default under the Note giving rise to such action shall have expired, and such default or Event of Default shall have continued unremedied; provided, however, that in the event of the filing by or against the Borrower of a proceeding in bankruptcy, an action may be commenced under this Guaranty without regard to any grace or cure periods in the Note.

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PROMISSORY NOTE

\$550,400.00

June 24, 2005

FOR VALUE RECEIVED, DEBORAH RICE-MARKO (the "Borrower"), promises to pay to the order of RBC CENTURA BANK (together with any successors, subsequent holders, and assigns, "Lender"), at 100 Calhoun Street, 2nd Floor, Charleston, South Carolina 29401, or at such other place as Lender may from time to time designate, the principal sum of FIVE HUNDRED FIFTY THOUSAND FOUR HUNDRED AND 00/100 Dollars (\$550,400.00), in lawful money of the United States of America, with interest at the rate or rates set forth below. The obligation of Borrower to make the payments of principal and interest hereunder shall be absolute and unconditional, and Borrower hereby irrevocably waives any rights of setoff, recoupment, or reduction as to any amounts due hereunder.

Interest shall accrue on this Note at a variable rate equal to the LIBOR Base Rate plus 2.50%. The LIBOR Base Rate is the London Interbank Offer Rate for United States Dollars for a term of one month which appears on Telerate Page 3750, Bloomberg Professional Screen BBAM (or any generally recognized successor method or means of publication) as of 11:00 a.m., London time, two (2) London business days prior to the day on which the rate will become effective. The rate for the first month or part thereof will initially become effective on the date of this Note. Thereafter, the rate will change and a new rate will become effective on the first calendar day of each succeeding month. If for any reason, the London Interbank Offer Rate is not available, then the LIBOR Base Rate shall mean the rate per annum which banks charge each other in a market comparable to England's Eurodollar market on short-term money in U.S. Dollars for an amount substantially equivalent to the principal amount due under Loan as determined at 11:00 A.M., London time, two (2) London business days prior to the day on which the rate will become effective, as determined in the Bank's sole discretion. Bank's determination of such interest rate shall be conclusive, absent manifest error. Interest on this Note at the applicable rate shall be calculated on the basis of the 360 day method, which computes a daily amount of interest for a hypothetical year of 360 days and then multiplies such amount by the actual number of days elapsed in an interest calculation. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

Interest shall be paid monthly, in arrears, beginning August 5, 2005, and continuing on the same calendar day of each consecutive month thereafter through and including June 5, 2006. A final payment for all unpaid principal and interest shall be due and payable in full on July 5, 2006, which shall be the maturity date of this Note.

This Note may be prepaid at any time in whole or in part without premium or penalty. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law.

If a payment is ten (10) days or more late, Borrower will be charged 5% of the unpaid portion of the regularly scheduled payment; provided, however that such late charge shall not be applicable to the final, "balloon" payment due on the maturity date of this Note. The foregoing provision for a late charge shall not be deemed to extend the time for any payment hereunder or to constitute a "grace period" not otherwise provided for herein giving Borrower a right to cure any default.

EXHIBIT

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Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to Lender at Lender's address shown above or at such other place as Lender may from time to time designate in writing.

This Note evidences a loan (the "Loan") made by Lender to Borrower. This Note is secured by, inter alia, the following instruments (collectively, the "Security Documents"): (a) A mortgage, security agreement, and financing statement (the "Mortgage") executed by the Borrower dated of even date herewith granting the Lender a first mortgage lien on that certain real property (the "Property") of the Borrower consisting of land known as Parcel 27-3, Charleston County TMS No. 594-12-00-471, located at the Park West development, Charleston County, South Carolina, and a first lien security interest in all fixtures and other personal property actually or constructively attached to the Property, all as is more fully described in the Mortgage; and (b) a first assignment of leases, rents, and profits and security agreement executed by the Borrower with respect to the Property.

The outstanding principal balance hereof, together with all accrued and unpaid interest, shall become immediately due and payable at the option of Lender and collectible without notice or demand, and Lender shall have all the rights and remedies available to it under applicable law and each and every document securing this Note, upon the occurrence of any one or more of the following events, each of which shall constitute an "Event of Default":

(a) Borrower's failure to pay as and when due any amount payable under this Note and the continuation of such failure unremedied for ten (10) days after written notice thereof is provided by the Lender to the Borrower; provided, however, that if in any calendar year the Lender has twice given notice of such failure, then any additional failure by the Borrower in such calendar year which continues unremedied for a period of ten (10) days shall constitute an Event of Default without any requirement of notice;

(b) The occurrence of an "Event of Default" under and as defined in any one or more of the Security Documents, and the continuation of such Event of Default unremedied beyond any applicable grace period set forth in such Security Documents;

(c) The occurrence of any material adverse change in the financial condition of the Borrower;

(d) If any judgment aggregating, with other outstanding judgments, in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) is rendered against the Borrower or if any attachment, injunction, or execution is issued against the Borrower having an aggregate value in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), and such judgment, attachment, injunction, or execution is not promptly vacated, discharged, satisfied, bonded, or stayed pending appeal;

(e) Any material representation or warranty made by or on behalf of the Borrower in connection with the Loan is determined to have been materially false, incomplete or misleading when made;

(f) The death of the Borrower; provided, however, that such death shall not be a default so long as (i) the terms of the Note are being satisfied and no default has occurred, (ii) within 90 days after the Borrower's death, other family member(s) having a financial condition, credit history, and liquidity satisfactory to Lender in its sole discretion, including all heirs or devisees to whom title to the Property will pass, sign new loan documents assuming the obligations of the Borrower. Until the obligation to repay the note is assumed by a successor to the Borrower satisfactory to Lender in its sole discretion as set forth above, then at Lender's option no additional advances need be made by Lender under the Note. Notwithstanding the death of a Borrower, all payments required to be made shall be made under the Note when and as when and as due;

(g) The transfer or assignment by the Borrower of assets for the benefit of any one or more creditors or all or substantially all of its assets except in the ordinary course of business;

(h) Any proceeding is commenced by or against the Borrower under any bankruptcy or insolvency laws or other laws for the benefit of creditors;

(i) The occurrence of an "Event of Default" under and as defined in that certain promissory note of even date herewith in the original principal amount of One Million Four Hundred Seventy-Nine Thousand Two Hundred and No/100 Dollars (\$1,479,200.00) executed by Rice-Marko & Associates, Inc., a North Carolina corporation, in favor of the Lender, and the continuation of such Event of Default unremedied beyond any applicable grace period set forth in such promissory note; and

(j) The occurrence of an "Event of Default" under and as defined in that certain promissory note of even date herewith in the original principal amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of the Lender, and the continuation of such Event of Default unremedied beyond any applicable grace period set forth in such promissory note.

Any failure of Lender to accelerate this Note as provided herein shall not constitute a waiver or other bar of the right to exercise the same in the event of any subsequent occurrence of the same or a different event giving rise to such option.

Upon the occurrence of any Event of Default, to the extent permitted by law, the rate of interest on the unpaid principal balance hereof shall, at the option of Lender, be increased to a rate (the "Default Rate") equal to four percent (4.0%) per annum plus the then applicable pre-default interest rate as set forth above. The provisions herein for a Default Rate shall not be deemed to extend the time for any payment hereunder or to constitute a "grace period" giving Borrower a right to cure any default. Failure of Lender at any time to exercise any of the aforesaid options or any

other rights of Lender shall not constitute a waiver thereof, nor shall it be a bar to the exercise of any of the aforesaid options or rights at a later date. All rights and remedies of Lender shall be cumulative and may be pursued singularly, successively or together, at the option of Lender.

Borrower and all of the above described endorser, if any, hereby (a) waive presentment and demand, protest, notice of dishonor or of acceleration; (b) waive any right to require Lender to retain any collateral securing this Note, or any other liabilities; (c) waive any right to require Lender to resort to exercising any remedies it may have against any other party or collateral securing this Note; (d) agree and consent to any extension of time for payment or other modification of any term or condition of this Note without limit on the number or duration of such extensions or modifications; (e) agree that Lender may exchange, substitute, swap, release, reduce, or otherwise permit the disposal of any collateral securing this Note; (f) agree that, after the occurrence of an Event of Default, Lender may compromise or receive less than the full amount due on or value of any collateral and grant any other indulgence to any party primarily or secondarily liable with respect to this Note; and (g) acknowledge that the liability of each party liable hereon is joint and several with all other parties in the same capacity. All waivers and consents herein are given without notice, without liability to Lender and without affecting the liability of any party primarily or secondarily liable with respect to this Note. By this paragraph, Borrower and all endorser described above intend to provide Lender with legal remedies which are in addition to and not in lieu of any other rights or remedies provided by law, all of which rights and remedies are cumulative and exercisable simultaneously or consecutively in any order without being deemed to have been waived for any reason.

Borrower understands and agrees that Lender may institute suit to collect amounts outstanding under this Note without seeking recourse to any of the collateral, and the failure of Lender to pursue the collateral shall in no way diminish or affect Borrower's liability hereunder.

Borrower agrees to pay all costs and expenses of collection (including reasonable attorneys' fees) when incurred by Lender, and all costs and expenses (including reasonable attorneys' fees) incurred by Lender in exercising or preserving any rights or remedies hereunder or in connection with the enforcement of this Note. Without limiting generality of the foregoing, Borrower agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Lender in connection with any action to enforce this Note, or incurred by Lender in connection with the bankruptcy of Borrower.

Whenever possible, each provision of this Note shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision or portion of this Note shall be prohibited by or invalid under such law, such provision or portion shall be ineffective to the extent of such prohibition or invalidity but without invalidating the remainder of such provision or portion or the remaining provisions or portions of this Note.

Notwithstanding anything herein to the contrary, if any interest rate calculated hereunder would exceed the applicable usury rate such interest rate shall be deemed to be reduced to the highest permissible rate, and all payments of interest in excess thereof shall be deemed to be partial prepayments of principal accepted without penalty or premium.

Promissory Note, Page 4

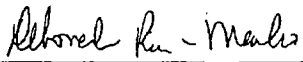
This Note is governed by and to be construed in accordance with the laws of the State of South Carolina. This Note is intended to be and shall be construed as an instrument under seal.

BORROWER WAIVES HER RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS NOTE, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OR ENFORCEMENT OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Borrower waives any right which she may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Borrower (i) certifies that neither the Lender nor any representative, agent or attorney of the Lender has represented, expressly or otherwise, that the Lender would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Note and (ii) acknowledges that, in making the Loan evidenced by the Note, the Lender is relying upon, among other things, the waivers and certifications contained in this Section.

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. **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.**

IN WITNESS WHEREOF, the Borrower has executed this Note and affixed her seal hereto as of this 8 day of July, 2005, and intended to be effective as of the date first written above.



DEBORAH RICE-MARKO

Return to:
Mark S. Sharpe
Warren & Sinkler, LLP
P.O. Box 1254
Charleston, South Carolina 29402

BK R 619PG503

Space Above Line for Processing Data

Prepared by:
Mark S. Sharpe
Warren & Sinkler, LLP
P.O. Box 1254
Charleston, South Carolina 29402

State of South Carolina

Charleston County

RBC Centura

Assignment and Assumption Agreement (Cover Page)

Parties:

DEBORAH RICE-MARKO (whether one or more, "Assignor"), with a business address of 32 South Battery, Charleston, SC 29401,

USS CLARKSVILLE, LLC, a South Carolina limited liability company (whether one or more, "Assignee"), with a business address of 32 South Battery, Charleston, SC 29401; and

RBC CENTURA BANK ("Bank"), with a business address of 134 N. Church Street, Rocky Mount, North Carolina 27804 and a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220, which mailing address is the place to which all notices and communications should be sent to Bank regarding this Assignment and Assumption Agreement.

Date: March 22, 2007

Recorded Documents Being Assumed:

Mortgage from Assignor in favor of Bank dated June 24, 2005, and recorded in the R.M.C. Office for Charleston County, South Carolina in Book T544, Page 052.

Assignment of Leases, Rents and Profits executed by Assignor in favor of Bank dated June 24, 2005, and recorded in the R.M.C. Office for Charleston County, South Carolina in Book V544, Page 556.

RALEIGH/357212 v.2 03/10/05

EXHIBIT

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Customer No.
Note No.

OK R 619PG504

RBC Centura

Assignment and Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is entered into as of the 22nd day of March, 2007, by and between DEBORAH RICE-MARKO ("Assignor", whether one or more) with a mailing address of 32 South Battery, Charleston, SC 29401, and USS CLARKSVILLE, LLC, a South Carolina limited liability company ("Assignee", whether one or more), with a mailing address of 32 South Battery, Charleston, SC 29401, and RBC CENTURA BANK ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220.

A. Assignor has made and issued to Bank its promissory note or notes ("Note", whether one or more) described on Attachment 1 to this Agreement.

B. If so indicated on Attachment 1, the Note is secured and the security documents are generally as described on Attachment 1.

C. The Note, any security documents described on Attachment 1 and any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on Attachment 1, are hereinafter collectively referred to as the "Contract" and the Contract is hereby incorporated herein as a part of this Agreement.

D. Assignee desires to assume all of the obligations of Assignor under the Contract and Bank is willing to permit Assignee to so do, all as provided in and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises aforesaid, the transfers between the Assignor and Assignee, the mutual covenants and agreements hereinafter contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant, contract and agree as follows:

Section 1. Assignment. Assignor hereby transfers, sets over and assigns to Assignee all of Assignor's rights, responsibilities, liabilities, obligations and interests in, to and under the Contract, and Assignee hereby unconditionally accepts all of Assignor's rights, responsibilities, liabilities, obligations and interests in, to and under the Contract. Unless otherwise specifically provided in this Agreement, the assignment and assumption of the Contract under this Agreement shall not extend the maturity date of the Note and shall not extend any other dates and times for performance under the Note; and, the assignment and assumption shall not extend any of the dates and times for performance under or in connection with the other instruments, documents, agreements, certificates and statements which make up and form the Contract.

Section 2. Assumption. Assignee hereby unconditionally assumes each and all the responsibilities, liabilities and obligations of the Assignor in, to and under the Contract, including both those that now exist and those that arise hereafter. In accordance with the foregoing but without limiting the generality of the foregoing, Assignee agrees: (1) to pay to Bank all amounts that are presently due under the Contract and agrees to pay to Bank all amounts that may in the future become due under the Contract at the time, in the manner and in all other respects as provided in the Contract, (2) to perform all the other obligations required to be performed by Assignor under and in connection with the Contract at the time, in the manner and in all other respects as provided in the Contract, and (3) to be bound by all of the representations, terms, conditions, covenants and provisions of the Contract as fully and to the same extent as though such Contract and each of the instruments, documents, agreements, certificates and statements which are a part of the Contract had originally been made, executed and delivered by Assignee to Bank, all without regard to any right of setoff, counterclaim or other defense which Assignee may now have against Assignor or any other person (inclusive of Bank) and without regard to any right of setoff, counterclaim or other defense which Assignee may hereafter have against Assignor or any other person (inclusive of Bank). Assignee agrees to execute and deliver all financing statements, certifications, authorizations, instruments, documents and agreements, and to take all actions which the Bank may reasonably request in order that Bank shall obtain the full benefit of this Agreement and in order

that Bank shall have the rights and powers herein created.

BK R 619PG505

Section 3. Collateral. Except as provided in **Attachment 1** under the heading "Released Collateral", all of the property and property rights ("Collateral") which now secure and all of the property and property rights which may in the future secure the obligations evidenced by and arising under the Contract are and shall remain subject to the liens, charges and encumbrances of Bank's security interests and liens as created by or established in the Contract, and the Bank shall retain its lien priority in such Collateral. Nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges and encumbrances of the Contract or the priority thereof over other liens, charges and encumbrances.

Section 4. Liability of Assignor and other Persons. Except as provided in **Attachment 1** under the heading "Released Parties", this Agreement does not release, discharge or affect the liability of, and nothing contained or done pursuant to this Agreement shall release, discharge or affect the liability of any person who is now liable under or on account of the Contract or any one or more of the instruments, documents, agreements, certificates and statements which are a part of the Contract, including, without limitation, the Assignor, any guarantor and any person who has pledged, hypothecated or otherwise granted to Bank a security interest or lien in any property owned by such person; and this Agreement does not release, discharge or affect the liability of, and nothing contained or done pursuant to this Agreement shall release, discharge or affect the liability of any person who may in the future be liable under or on account of the Contract or any one or more of the instruments, documents, agreements, certificates and statements which are a part of the Contract, including, without limitation, the Assignor, any guarantor and any person who has pledged, hypothecated or otherwise granted to Bank a security interest or lien in any property owned by such person. Unless otherwise specifically provided in **Attachment 1**, each and all of the foregoing persons shall continue to remain liable under the Contract to the same extent and with the same force and effect as set forth in the instrument, document or agreement creating or establishing their liability under or on account of the Contract.

Section 5. Transfer of Collateral. In connection with the assumption of liability by Assignee, Assignor has transferred to Assignee, or will transfer contemporaneously herewith to the Assignee, title to the Collateral, subject to the security interests and liens of Bank in and to such Collateral. At the time of transfer, Assignor and Assignee shall execute and deliver to Bank and Assignor and Assignee shall execute and deliver to other persons on Bank's behalf, as instructed by Bank, such documents and agreements, and pay such fees as may be required to ensure continuation of the Bank's security interests and liens in and to the Collateral, including, without limitation, amendments to existing financing statements or new financing statements, as appropriate. Bank agrees that the transfers described herein shall not be a default under the terms of the Contract and shall not accelerate the balance due and payable thereunder.

Section 6. Documentary Stamps, etc. To the extent not prohibited by law and notwithstanding who is liable for payment of the taxes and fees, Assignee shall pay, on Bank's demand, all intangible taxes, documentary stamp taxes, excise taxes and other similar taxes assessed, charged and required to be paid in connection with this Agreement, and any future extension, renewal and modification of the Contract, or assessed, charged and required to be paid in connection with any of the instruments, documents, agreements, certificates and statements which make up the Contract.

Section 7. Costs and Expenses. All of the costs and expenses incurred by Bank in connection with this Agreement and the assignment and assumption which is the subject of this Agreement shall be paid by Assignee upon the request of and at the time of demand for payment thereof made by Bank on Assignee. As used herein, "costs and expenses" 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.

Section 8. Usury; Invalidity of Provisions. Bank does not intend to and shall not reserve, charge and collect interest, fees and charges under the Contract in excess of the maximum rates and amounts permitted by applicable law. If any interest, fees and charges are reserved, charged and collected in excess of the maximum rates and amounts, it shall be construed as a mutual mistake, appropriate adjustments shall be made by Bank and to the extent paid, the excess shall be returned to the person making such a payment. Wherever possible each provision of the Contract shall be interpreted and applied in such manner as to be effective and valid under applicable law, but if any provision of the Contract shall be prohibited or invalid under such law, or the application thereof 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 and the remaining provisions of the Contract, or the application thereof shall be in a manner and to an extent permissible under applicable law.

Section 9. Notices. The address to which notices to Assignee should be sent under the Contract is the address for Assignee set forth above. Changes in Assignee's address must be given in accordance with the provisions of the Contract relating to providing notice of a change in an address to which notices should be sent.

Section 10. Maintenance of Records. Bank is authorized to maintain, store and otherwise retain this Agreement and the other documents constituting the Contract in their original, inscribed tangible forms or records thereof in an electronic medium or other non-tangible medium which permits such records to be retrieved in perceivable forms.

Section 11. Credit Investigations; Bank's Responsibilities. Bank is irrevocably authorized to make and have made such credit investigations as it deems appropriate to evaluate the credit, personal and financial standing and employment of any person primarily or secondarily obligated under the Contract, and Bank is authorized to share with consumer reporting agencies and creditors its experiences with any of such persons and other information in Bank's possession relative to any of such persons. Bank shall not have any obligation or responsibility to do any of the following: (1) protect and preserve any of the Collateral and other security given or to be given in connection with the Contract against the rights of third persons having an interest therein; (2) provide information to third persons relative to the Contract, Bank's liens and security interests in any of the Collateral, or otherwise with respect to any person primarily or secondarily obligated under the Contract; and (3) subordinate its liens and security interests in any of the Collateral to the interests of any third persons or to enter into control agreements relative to any of the Collateral.

Section 12. Waiver of Jury Trial. Assignor and Assignee to the extent permitted by law, waive any right to a trial by jury in any action arising from or related to this Agreement and they each waive any right to a trial by jury in any action arising from or related to the Contract.

Section 13. Anti-Money Laundering and Anti-Terrorism. Assignor and Assignee, each for itself but not for the other, represent, warrant and covenant to Bank as follows: (1) neither Assignor nor Assignee (a) is or shall 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) engage in or shall engage in any dealings or transactions prohibited by Section 2 of such executive order, or is or shall become otherwise associated with any such person in any manner violative of Section 2, or (c) is or shall become a person on the list of Specially Designated Nationals and Blocked Persons or is subject to or shall 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) Assignor and Assignee are 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) neither Assignor nor Assignee has or shall use all or any part of the proceeds of or related to the loan evidenced by or secured by the Contract, 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 14. Use and Application of Terms. To the end of achieving the full realization by Bank of its rights and remedies under this Agreement, including payment in full of the Note, in using and applying the various terms, provisions and conditions in this Agreement, the following shall apply: (1) the terms "hereby", "hereof", "herein", "hereunder", and any similar words, refer to this Agreement; (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 companies, limited liability limited partnerships, 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; and (5) as the context requires, the word "and" may have a joint meaning or a

BK R 619PG507

several meaning and the word "or" may have an inclusive meaning or an exclusive meaning.

Section 15. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State whose laws govern the Contract, excepting, however, its conflict of law and choice of law provisions.

Section 16. Entire Agreement. This Agreement shall become a part of the Contract and the Contract, inclusive of this Agreement, contains the entire agreement of the parties to the Contract. Assignor, Assignee and Bank do hereby ratify and confirm the terms of the Contract, all of which shall remain in full force and effect, as modified by this Agreement. The Contract, inclusive of this Agreement, shall be binding upon any assignee and successor in interest of the parties hereto. Assignor and Assignee waive and will not assert against any transferee and assignee of Bank any claims, defenses, set-offs and rights of recoupment which either of them could assert against Bank, except defenses which cannot be waived. All references herein to the "Agreement" include any supplemental agreements that must be filed or recorded to reflect modifications to any of the instruments, documents and agreements making up the Contract that are of record.

Section 17. 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 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 PROPERTY.** The undersigned has executed this Modification as of the date first set forth above.

ASSIGNEE:

Signed, sealed and delivered in the presence of:

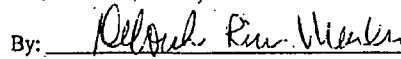
Witness:



Print Name: Susan H. Davis

USS CLARKSVILLE, LLC

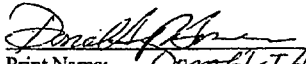
By:



Print Name: Deborah Rice-Marko

Title: Member

Witness:



Print Name: Donald J. Hovins

SOUTH CAROLINA,

BK R 619PG508

CHARLESTON COUNTY.

I, Donald J. Howard, Notary Public for South Carolina, do hereby certify that USS
Clarksville, LLC, a South Carolina limited liability company, by Deborah Ricc-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 21st day of March, 2007.

Donald J. Howard
Notary Public for South Carolina
My Commission Expires: 9/13/2010



ASSIGNOR:

8K R 619PG509

Signed, sealed and delivered in the presence of:

Witness:

Susan H. Davis
Print Name: Susan H. Davis

Deborah Rice Marko
Print Name: Deborah Rice-Marko

Witness:

Donald J. Horner
Print Name: Donald J. Horner

SOUTH CAROLINA,

CHARLESTON COUNTY.

I, Donald J. Horner, Notary Public for South Carolina, do hereby certify that Deborah Rice-Marko, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 21st day of March, 2007.

Donald J. Horner
Notary Public for South Carolina
My Commission Expires: 7/12/2010

The undersigned has executed this Modification as of the date first set forth above.

BANK:

BK R 619PG510

Signed, sealed and delivered in the presence of:

RBC CENTURA BANK

Witness:

Alyson C. Campbell
Print Name: Alyson C. Campbell

By: *Michael E. Baker*
Michael E. Baker
Title: Banking Officer

Witness:

Mark S. Sharpe
Print Name: MARK S. SHARPE

SOUTH CAROLINA,

CHARLESTON COUNTY.

I, Alyson C. Campbell, Notary Public for South Carolina, do hereby certify that RBC Centura Bank, by Michael E. Baker, its Banking Officer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 22nd day of March, 2007.

Alyson C. Campbell
Notary Public for South Carolina
My Commission Expires: 08/24/2016

Attachment 1
to
Assignment and Assumption Agreement

BK R 619PG511

Description of Promissory Note:	Promissory Note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of RBC Centura Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred and Six and No/100 Dollars (\$431,406.00), and further amended by a Modification Agreement of even date herewith between USS Clarksville, LLC, and Bank.	
Description of Security Documents:	1.	Mortgage, Security Agreement, and Financing Statement (the "Mortgage") executed by Deborah Rice-Marko in favor of RBC Centura Bank dated June 24, 2005, recorded in the R.M.C. Office for Charleston County, South Carolina, in Book T544, Page 052, and modified by a Modification Agreement dated August 30, 2006, recorded in the R.M.C. Office for Charleston County, South Carolina, in Book W597, Page 252.
	2.	Assignment of Leases, Rents and Profits and Security Agreement (the "Assignment") executed by Deborah Rice-Marko in favor of RBC Centura Bank dated June 24, 2005, recorded in the R.M.C. Office for Charleston County, South Carolina in Book V544, Page 556, and Modified by a Modification Agreement dated August 30, 2006, recorded in the R.M.C. Office for Charleston County, South Carolina, in Book W597, Page 252.
Released Collateral:		None
Released Parties:		None
Changes to Assignment and Assumption Agreement	See attachment 2.	

BK R. 619PG512

Attachment 2
to
Assignment and Assumption Agreement
(Changes to Assignment and Assumption Agreement)

The Agreement shall be, and the same is, modified as follows:

1. Section 7 of the Agreement is amended to provide that the maximum amount of costs and expenses incurred by Bank to be paid by Borrower in connection with the Agreement shall be (i) \$3,500,00, plus (ii) any interest accrued and unpaid on the Contract that may be due and payable on execution of the Agreement.

BK R 619PG513
RECORDER'S PAGE
NOTE: This page MUST remain
with the original document



FILED
March 23, 2007 3:57:11 PM
BK R 619PG503
Charlie Lybrand, Register Charleston County, SC

Filed By: *JVP*
Warren & Sinkler, LLP

P.O. Box 1254
Charleston SC 29402

Number of Pages:
11

DESCRIPTION	AMOUNT
Assump / mtg	\$ 16.00
& misc lsgt	10.00
Postage	

TOTAL	\$ 26.00

DRAWER:	A - bmm

DO NOT STAMP BELOW THIS LINE

Return to:
Mark S. Sharpe
Warren & Sinkler, LLP
P.O. Box 1254
Charleston, South Carolina 29402

Customer No. 3158837
Note No. _____

RBC Centura

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT ("Modification Agreement"), entered into as of the 25 day of February, 2008, by USS CLARKSVILLE, LLC, a South Carolina limited liability company ("Borrower", whether one or more), with a mailing address of 32 South Battery, Charleston, South Carolina 29401, and RBC CENTURA BANK ("Bank"), with a business address of 134 N. Church Street, Rocky Mount, North Carolina 27804 and a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220.

- A. Borrower has made and issued to Bank its promissory note ("Note") in the original principal amount and dated as indicated on **Attachment 1** attached hereto.
- B. If so indicated on **Attachment 1**, the Note is secured and the security is generally as described on **Attachment 1**.
- C. The Note, any security documents described on **Attachment 1** and any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on **Attachment 1**, are hereinafter collectively referred to as the "Contract" and the Contract is hereby incorporated herein as a part of this Modification Agreement.
- D. Bank and Borrower mutually desire to modify the provisions of the Contract in the manner hereinafter set out, it being specifically understood and agreed that, except as herein modified, the terms and provisions of the Contract and the individual instruments, documents and agreements that make up the Contract shall remain unchanged and the Contract, as herein modified, shall continue in full force and effect as therein and herein written.

NOW, THEREFORE, Bank and Borrower, in consideration of the premises and the sum of One Dollar (\$1.00) to each in hand paid by the other, receipt and sufficiency of which are hereby acknowledged by each, do hereby agree as follows:

Section 1. Modification. The Contract shall be, and the same is, modified in the manner set forth in **Attachment 2**.

Section 2. Effect of Modification. Nothing contained in this Modification Agreement shall in any way impair the security now held for the indebtedness evidenced by the Contract or the lien priority thereof, nor waive, annul, vary or affect any provision, condition, covenant and agreement contained in the Contract, nor affect or impair any rights, powers and remedies under the Contract, except as herein specifically modified to do any one or more of the foregoing. If any provision in this Modification Agreement shall be interpreted or applied by a court or other tribunal with personal and subject matter jurisdiction over the parties hereto and the Contract, as modified, so as to impair the security now held for the indebtedness or lien priority thereof, or do any one or more of any of the foregoing, such provision shall be ineffective to the extent it causes an impairment of such security or the lien priority thereof or causes any of such other consequences, or the application thereof shall be in a manner and to an extent which does not impair such security or the lien priority thereof, or result in the occurrence of any of the other consequences. This Modification Agreement does not extend the expiration dates or enlarge the terms of any property, physical damage, credit and any other insurance written in connection with or financed by said Contract.

Section 3. Financing Statements. Borrower irrevocably authorizes Bank to file such financing statements as may be necessary to protect, in Bank's opinion, Bank's security interests and liens and, to the extent Bank deems necessary or appropriate, to sign the name of Borrower with the same force and effect as if signed by Borrower and to make public in financing statements and other public filings such information regarding Borrower as Bank deems necessary or appropriate, including, without limitation, federal tax identification numbers, social security numbers and other identifying information.

Section 4. Credit Investigations; Bank's Responsibilities. Bank is irrevocably authorized by Borrower to make and have made such credit investigations as it deems appropriate to evaluate Borrower's credit, personal and financial standing and employment, and Borrower authorizes Bank to share with consumer reporting agencies and creditors its experiences with Borrower and other information in Bank's possession relative to Borrower. Bank shall not have any obligation or responsibility to do any of the following: (1) protect and preserve any collateral and other security given or to be given in connection with the Contract, as herein modified, against the rights of third persons having an interest therein; (2) provide information to third persons relative to the Contract, as herein modified, Bank's liens and security interests in any collateral and other security, or otherwise with respect to Borrower; and (3) subordinate its liens and security interests in any collateral and other security to the interests of any third persons or to enter into control agreements relative to such collateral and other security.

Section 5. Usury. Bank does not intend to and shall not reserve, charge and collect interest, fees and charges under the Contract, as herein modified, in excess of the maximum rates and amounts permitted by applicable law. If any interest, fees and charges are reserved, charged and collected in excess of the maximum rates and amounts, it shall be construed as a mutual mistake, appropriate adjustments shall be made by Bank and to the extent paid, the excess shall be returned to the person making such a payment.

Section 6. Documentary Stamps, etc. To the extent not prohibited by law and notwithstanding who is liable for payment of the taxes and fees, Borrower shall pay, on Bank's demand, all intangible taxes, documentary stamp taxes, excise taxes and other similar taxes assessed, charged and required to be paid in connection with this Modification Agreement, and any future extension, renewal and modification of the Contract, or assessed, charged and required to be paid in connection with any of the loan documents which make up the Contract.

Section 7. Anti-Terrorism. Borrower represents, warrants and covenants to Bank as follows: (1) Borrower (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) Borrower 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) Borrower has not and shall not use all or any part of the extension of credit evidenced by the Note, 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 8. Costs and Expenses. All of the costs and expenses incurred by Bank in connection with this Modification Agreement shall be paid by Borrower upon the request of and at the time of demand for payment thereof made by Bank on Borrower. As used herein, "costs and expenses" 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.

Section 9. Maintenance of Records. Bank is authorized to maintain, store and otherwise retain this Modification Agreement and the other documents constituting the Contract in their original, inscribed tangible forms or records thereof in an electronic medium or other non-tangible medium which permits such records to be retrieved in perceivable forms.

Section 10. Incorporation of Exhibits and Attachments. Attachment 1, Attachment 2 and Attachment 3 (Changes to Modification Agreement) are by this reference incorporated herein and made a part hereof as if fully set forth in the body of this Guaranty.

Section 11. Waiver of Jury Trial. Borrower, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Modification Agreement and waives any right to a trial by jury in any action or proceeding arising from or related to the Contract, as herein modified.

Section 12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State whose laws govern the Contract, excepting, however, its conflict of law provisions.

Section 13. Reservation of Rights: Entire Agreement. Bank does hereby reserve all rights and remedies it may have against all parties secondarily liable for repayment of the indebtedness evidenced by the Contract. The Contract, as herein modified, contains the entire agreement of the parties and the undersigned do hereby ratify and confirm the terms of the Contract, all of which shall remain in full force and effect, as modified herein. This Modification Agreement shall be binding upon any assignee and successor in interest of the parties hereto. Borrower waives and will not assert against any transferee and assignee of Bank any claims, defenses, set-offs and rights of recoupment which Borrower could assert against Bank, except defenses which Borrower cannot waive. All references herein to the "Modification Agreement" include any supplemental agreements filed of record to reflect modifications of any of the instruments, documents and other agreements making up the Contract that are of record.

Section 14. 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 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 PROPERTY.**

The undersigned has executed this Modification as of the date first set forth above.

Signed, sealed and delivered in the presence of:

Witness:

Mark E. LaRue
Print Name: MARK E. LARUE

Witness:

Elizabeth B. Dackburg
Print Name: Elizabeth B. Dackburg

BORROWER:

USS CLARKSVILLE, LLC

By: Deborah Rice-Marko

Print Name: Deborah Rice-Marko
Its: Member

SOUTH CAROLINA,

CHARLESTON COUNTY.

I, Elizabeth B. Dasburg, Notary Public for South Carolina, do hereby certify that USS
Clarksville, 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 25 day of February, 2008.

Elizabeth B. Dasburg
Notary Public for South Carolina
My Commission Expires: 7-13-08

The undersigned has executed this Modification as of the date first set forth above.

Signed, sealed and delivered in the presence of:

BANK:

RBC CENTURA BANK

Witness:

Phyllis Mitchell
Print Name: Phyllis Mitchell

By: Michael E. Baker
Michael E. Baker
Title: Banking Officer

Witness:

Abdley Keenan
Print Name: Abdley Keenan

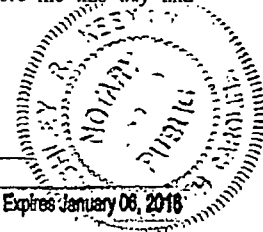
SOUTH CAROLINA,

CHARLESTON COUNTY.

I, Abdley A. Keenan, Notary Public for South Carolina, do hereby certify that RBC Centura Bank, by Michael E. Baker, its Banking Officer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 25th day of February, 2008.

Abdley A. Keenan
Notary Public for South Carolina
My Commission Expires: My Commission Expires January 06, 2016



GUARANTOR CONSENT

The undersigned person hereby consents to the modification of the Contract as provided in the foregoing Modification Agreement ("Agreement") to which this Guarantor Consent is a part, and also consents to all of the other terms, conditions and provisions of the Agreement. She further agrees that her agreements and undertakings with RBC Centura Bank ("Bank"), or with others on behalf of or for the benefit of Bank, shall remain in full force and effect and she shall remain jointly and severally liable for the payment of the Contract (inclusive of the Agreement), as the same may from time to time be extended, renewed, amended, modified, substituted and replaced, all as provided in her agreements and undertakings with Bank, or with others on behalf of or for the benefit of Bank. The agreements and undertakings referenced in this Guarantor Consent may include, without limitation, guaranty agreements, deeds of trust, mortgages, deeds to secure debt, security deeds, pledge agreements, security agreements, hypothecation agreements and other types of agreements and undertakings related to securing, guarantying and supporting the Contract or parts thereof and the heading "Guarantor Consent" does not define the scope of this consent or the categories of persons executing below.

Dated effective as of the date first stated in the Agreement.

Signed, sealed and delivered in the presence of:

Witness:

Mark S. Sharpe
Print Name: MARK S. SHARPE

Guarantors:

Deborah Rice-Marko
Print Name: Deborah Rice-Marko

Witness:

Elizabeth B. Daskin
Print Name: Elizabeth B. Daskin

**Attachment 1
To
Modification Agreement**

1. Describe Promissory Note (Date, Original Amount, Current Amount and all Modifications):

Promissory Note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of RBC Centura Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, and as amended pursuant to a Modification Agreement dated March 22, 2007 (the "Note").

2. Describe Security Documents (Type, Date and if recorded, Recording Information):

The following are the existing Security Documents, which are being deleted pursuant to Attachment 2 of this Modification:

That certain Mortgage, Security Agreement, and Financing Statement executed by Deborah Rice-Marko in favor of RBC Centura Bank dated June 24, 2005, recorded in the R.M.C. Office for Charleston County, South Carolina, in Book T544, Page 052, as modified by a Modification Agreement dated August 30, 2006, recorded in the R.M.C. Office for Charleston County, South Carolina, in Book W597, Page 252, and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, as amended by a Modification Agreement dated March 22, 2007.

That certain Assignment of Leases, Rents and Profits and Security Agreement executed by Deborah Rice-Marko in favor of RBC Centura Bank dated June 24, 2005, recorded in the R.M.C. Office for Charleston County, South Carolina in Book V544, Page 556, as modified by a Modification Agreement dated August 30, 2006, recorded in the R.M.C. Office for Charleston County, South Carolina, in Book W597, Page 252, and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, as amended by a Modification Agreement dated March 22, 2007.

Attachment 2
To
Modification Agreement

The Contract shall be, and the same is, modified as follows:

Section 1. The maturity date stated in the Note is changed to June 15, 2009 (the "Maturity Date"), and to the extent the maturity date is stated in any of the other individual instruments, documents and agreements that make up the Contracts, the maturity date stated therein is changed to the date stated herein.

Section 2. The principal payment terms set forth in the Note shall be changed so that principal shall be payable in one single payment on the Maturity Date, as defined in this Modification.

Section 3. The interest payment terms set forth in the Note shall be changed so that interest will be payable monthly, in arrears, beginning March 15, 2008, and continuing on the same calendar day of each consecutive month thereafter until the Maturity Date, when all accrued but unpaid interest is due and payable in full.

Section 4. The following instruments are hereby deleted from the Security Documents:

That certain Mortgage, Security Agreement, and Financing Statement executed by Deborah Rice-Marko in favor of RBC Centura Bank dated June 24, 2005, recorded in the R.M.C. Office for Charleston County, South Carolina, in Book T544, Page 052, as modified by a Modification Agreement dated August 30, 2006, recorded in the R.M.C. Office for Charleston County, South Carolina, in Book W597, Page 252, and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, as amended by a Modification Agreement dated March 22, 2007.

That certain Assignment of Leases, Rents and Profits and Security Agreement executed by Deborah Rice-Marko in favor of RBC Centura Bank dated June 24, 2005, recorded in the R.M.C. Office for Charleston County, South Carolina in Book V544, Page 556, as modified by a Modification Agreement dated August 30, 2006, recorded in the R.M.C. Office for Charleston County, South Carolina, in Book W597, Page 252, and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, as amended by a Modification Agreement dated March 22, 2007.

Section 5. The following instruments are added to the Security Documents, and from and after the date hereof the term "Security Documents" shall mean and refer to the following:

That certain Mortgage, Assignment of Rents and Security Agreement dated of even date herewith executed by Liberty Cottages Land, LLC, in favor of Bank; and

That certain Assignment of Leases, Rents, and Profits dated of even date herewith executed by Liberty Cottages Land, LLC.

Section 6. All references to the "Security Documents" in the Contract shall mean the Security Documents as defined in the preceding Section 5 of this Attachment 2.

Section 7. All references to the "Mortgage" in the Contract shall mean the Mortgage and Security Agreement referred to in Section 5 of this Attachment 2.

Section 8. All references to the "Assignment" in the Contract shall mean the Assignment of Leases, Rents, and Profits referred to in Section 5 of this Attachment 2.

Section 9. All references in the Mortgage to "Note" shall be deemed to mean the Note as amended by this Modification, together with any and all extensions, renewals, and modifications thereof.

Section 10. All references in the Assignment to "Note" shall be deemed to mean the Note as amended by this Modification, together with any and all extensions, renewals, and modifications thereof.

Section 11. Notwithstanding any provision in the Note, this Modification Agreement, or any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on Attachment 1, Bank shall not be deemed to have been granted a security interest in Borrower's accounts with Lender; provided, however, nothing in the preceding shall limit any rights of setoff Bank may have as a matter of law in the absence of an express grant of a security interest.

Section 12. Notwithstanding any provision in the Note, this Modification Agreement or any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on Attachment 1, the death of any Guarantor shall not be a default so long as (i) the terms of the Note and the Loan are being satisfied and no other Event of Default has occurred, (ii) within 90 days after such death, other family member(s) having a financial condition, credit history, and liquidity satisfactory to Bank in its sole discretion, including all heirs or devisees to whom title to any mortgaged property will pass, sign new guaranties assuming the obligations of the deceased. Until the obligation to guarantee this Note and the Loan is assumed by a successor or successors to the deceased satisfactory to Bank in its sole discretion as set forth above, then at the option of Bank no additional advances need be made by Bank under the Loan. Notwithstanding the death of any Guarantor, all payments required to be made shall be made under the Note and Loan when and as due.

Section 13. Notwithstanding any provision in the Note, this Modification Agreement or any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on Attachment 1, the death of any member of the Borrower shall not be a default so long as the terms of the Note and the Loan are being satisfied and no other Event of Default has occurred.

Section 14. Notwithstanding any provision in the in this Modification Agreement or any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on Attachment 1, the occurrence of a default or event of default under any indebtedness or other obligation now or hereafter owing by Borrower or any subsidiary of Borrower to Bank other than the Note or the Contract shall not constitute an Event of Default under or within the meaning of the Note, this Modification or any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on Attachment 1.

Section 15. Notwithstanding any provision in the in the Note, this Modification, or any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on Attachment 1, any provision or stipulation to the effect that reasonable attorneys' fees shall be fifteen percent (15%) or other fixed percentage of the outstanding balance owing by Borrower under the Note or the Contract is hereby amended so as to delete reference to such fixed percentage, such that Bank shall be entitled to recover reasonable attorneys' fees but without reference to such fixed percentage.

Section 16. Notwithstanding any provision in the Contract or this Amendment to the contrary, in addition to, and not in limitation of, the Events of Default listed in the Mortgage as in effect prior to the date hereof, each of the following shall constitute an Event of Default under the Contract, including without limitation the Note and each of the Security Documents:

The occurrence of an "Event of Default" under and as defined in that certain commercial note dated March 22, 2007, executed by Liberty Cottages, LLC, in favor of Bank in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), as amended by a Modification Agreement dated of even date herewith, or any extensions, renewals, modifications, amendments, substitutions and replacements therefor and thereof, in whole and in part, and the continuation of such Event of Default unremedied beyond an applicable grace period set forth therein;

The occurrence of an "Event of Default" under and as defined in that certain commercial note dated June 24, 2005, in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of RBC Centura Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, as amended by a Modification Agreement dated March 22, 2007, and as amended by a Modification Agreement dated of even date herewith, or any extensions, renewals, modifications, amendments, substitutions and replacements therefor and thereof, in whole and in part, and the continuation of such Event of Default unremedied beyond an applicable grace period set forth therein; and

The occurrence of an "Event of Default" under and as defined in that certain commercial note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of RBC Centura Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated March 22, 2007, among Bank, Deborah Rice-Marko and USS Clarksville, LLC, and as amended pursuant to a Modification Agreement dated March 22, 2007, and as amended by this Modification Agreement, any and all extensions, renewals, modifications, amendments, substitutions and replacements therefor and thereof, in whole and in part, or any extensions, renewals, modifications, amendments, substitutions and replacements therefor and thereof, in whole and in part, and the continuation of such Event of Default unremedied beyond an applicable grace period set forth therein.

Attachment 3
to
Modification Agreement
(Changes to Modification Agreement)

The Modification Agreement shall be, and the same is, modified as follows:

1. Section 8 of the Agreement is amended to provide that the maximum amount of costs and expenses incurred by Bank to be paid by Borrower in connection with the Agreement shall be (i) \$2,500.00; plus (ii) any interest accrued and unpaid on the Contract that may be due and payable on execution of the Agreement.

MA/GC

Customer No. _____

Loan No. _____

RBC Bank

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT ("Modification Agreement"), entered into as of the 26th day of January, 2009, by USS CLARKSVILLE, LLC, a South Carolina limited liability company ("Borrower", whether one or more) with a mailing address of 32 South Battery, Charleston, South Carolina 29401, and RBC BANK (USA) ("Bank"), with a mailing address of 100 Calhoun Street, Suite 200, Charleston, SC 29401.

- A. Borrower has made and issued to Bank its promissory note ("Note") in the original principal amount and dated as indicated on **Attachment 1** attached hereto.
- B. If so indicated on **Attachment 1**, the Note is secured and the security is generally as described on **Attachment 1**.
- C. The Note, any security documents described on **Attachment 1** and any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on **Attachment 1**, are hereinafter collectively referred to as the "Contract" and the Contract is hereby incorporated herein as a part of this Modification Agreement.
- D. Bank and Borrower mutually desire to modify the provisions of the Contract in the manner hereinafter set out, it being specifically understood and agreed that, except as herein modified, the terms and provisions of the Contract and the individual instruments, documents and agreements that make up the Contract shall remain unchanged and the Contract, as herein modified, shall continue in full force and effect as therein and herein written.

NOW, THEREFORE, Bank and Borrower, in consideration of the premises and the sum of One Dollar (\$1.00) to each in hand paid by the other, receipt and sufficiency of which are hereby acknowledged by each, do hereby agree as follows:

Section 1. Modification. The Contract shall be, and the same is, modified in the manner set forth in **Attachment 2**.

Section 2. Effect of Modification. Nothing contained in this Modification Agreement shall in any way impair the security now held for the indebtedness evidenced by the Contract or the lien priority thereof, nor waive, annul, vary or affect any provision, condition, covenant and agreement contained in the Contract, nor affect or impair any rights, powers and remedies under the Contract, except as herein specifically modified to do any one or more of the foregoing. If any provision in this Modification Agreement shall be interpreted or applied by a court or other tribunal with personal and subject matter jurisdiction over the parties hereto and the Contract, as modified, so as to impair the security now held for the indebtedness or lien priority thereof, or do any one or more of any of the foregoing, such provision shall be ineffective to the extent it causes an impairment of such security or the lien priority thereof or causes any of such other consequences, or the application thereof shall be in a manner and to an extent which does not impair such security or the lien priority thereof, or result in the occurrence of any of the other consequences. This Modification Agreement does not extend the expiration dates or enlarge the terms of any property, physical damage, credit and any other insurance written in connection with or financed by said Contract.

Section 3. Financing Statements. Borrower irrevocably authorizes Bank to file such financing statements as may be necessary to protect, in Bank's opinion, Bank's security interests and liens and, to the extent Bank deems necessary or appropriate, to sign the name of Borrower with the same force and effect as if signed by Borrower and to make public in financing statements and other public filings such information regarding Borrower as Bank deems necessary or appropriate, including, without limitation, federal tax identification numbers, social security numbers and other identifying information.

EXHIBIT

V

Section 4. Credit Investigations; Bank's Responsibilities. Bank is irrevocably authorized by Borrower to make and have made such credit investigations as it deems appropriate to evaluate Borrower's credit, personal and financial standing and employment, and Borrower authorizes Bank to share with consumer reporting agencies and creditors its experiences with Borrower and other information in Bank's possession relative to Borrower. Bank shall not have any obligation or responsibility to do any of the following: (1) protect and preserve any collateral and other security given or to be given in connection with the Contract, as herein modified, against the rights of third persons having an interest therein; (2) provide information to third persons relative to the Contract, as herein modified, Bank's liens and security interests in any collateral and other security, or otherwise with respect to Borrower; and (3) subordinate its liens and security interests in any collateral and other security to the interests of any third persons or to enter into control agreements relative to such collateral and other security.

Section 5. Usury. Bank does not intend to and shall not reserve, charge and collect interest, fees and charges under the Contract, as herein modified, in excess of the maximum rates and amounts permitted by applicable law. If any interest, fees and charges are reserved, charged and collected in excess of the maximum rates and amounts, it shall be construed as a mutual mistake, appropriate adjustments shall be made by Bank and to the extent paid, the excess shall be returned to the person making such a payment.

Section 6. Documentary Stamps, etc. To the extent not prohibited by law and notwithstanding who is liable for payment of the taxes and fees, Borrower shall pay, on Bank's demand, all intangible taxes, documentary stamp taxes, excise taxes and other similar taxes assessed, charged and required to be paid in connection with this Modification Agreement, and any future extension, renewal and modification of the Contract, or assessed, charged and required to be paid in connection with any of the loan documents which make up the Contract.

Section 7. Anti-Terrorism. Borrower represents, warrants and covenants to Bank as follows: (1) Borrower (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) Borrower 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) Borrower has not and shall not use all or any part of the extension of credit evidenced by the Note, 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 8. Costs and Expenses. All of the costs and expenses incurred by Bank in connection with this Modification Agreement shall be paid by Borrower upon the request of and at the time of demand for payment thereof made by Bank on Borrower. As used herein, "costs and expenses" 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.

Section 9. Maintenance of Records. Bank is authorized to maintain, store and otherwise retain this Modification Agreement and the other documents constituting the Contract in their original, inscribed tangible forms or records thereof in an electronic medium or other non-tangible medium which permits such records to be retrieved in perceivable forms.

Section 10. Waiver of Jury Trial. Borrower, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Modification Agreement and waives any right to a trial by jury in any action or proceeding arising from or related to the Contract, as herein modified.

Section 11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State whose laws govern the Contract, excepting, however, its conflict of law provisions.

Section 12. Reservation of Rights; Entire Agreement. Bank does hereby reserve all rights and remedies it may have against all parties secondarily liable for repayment of the indebtedness evidenced by the Contract. The Contract, as herein modified, contains the entire agreement of the parties and the undersigned do hereby ratify and confirm the terms of the Contract, all of which shall remain in full force and effect, as modified herein. This Modification Agreement shall be binding upon any assignee and successor in interest of the parties hereto. Borrower waives and will not assert against any transferee and assignee of Bank any claims, defenses, set-offs and rights of recoupment which Borrower could assert against Bank, except defenses which Borrower cannot waive. All references herein to the "Modification Agreement" include any supplemental agreements filed of record to reflect modifications of any of the instruments, documents and other agreements making up the Contract that are of record.

The undersigned have executed this Modification Agreement under seal as of the day and year first above stated.

BANK:

Witness:

RBC BANK (USA)

By: _____
Michael E. Baker
Title: Banking Officer

Print Name: _____

BORROWER:

USS CLARKSVILLE, LLC

Witness:

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

Mark S. Sharpe
Print Name: Mark S. Sharpe

[Consents of the Guarantors are on the following pages]

Section 10. Waiver of Jury Trial. Borrower, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Modification Agreement and waives any right to a trial by jury in any action or proceeding arising from or related to the Contract, as herein modified.

Section 11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State whose laws govern the Contract, excepting, however, its conflict of law provisions.

Section 12. Reservation of Rights; Entire Agreement. Bank does hereby reserve all rights and remedies it may have against all parties secondarily liable for repayment of the indebtedness evidenced by the Contract. The Contract, as herein modified, contains the entire agreement of the parties and the undersigned do hereby ratify and confirm the terms of the Contract, all of which shall remain in full force and effect, as modified herein. This Modification Agreement shall be binding upon any assignee and successor in interest of the parties hereto. Borrower waives and will not assert against any transferee and assignee of Bank any claims, defenses, set-offs and rights of recoupment which Borrower could assert against Bank, except defenses which Borrower cannot waive. All references herein to the "Modification Agreement" include any supplemental agreements filed of record to reflect modifications of any of the instruments, documents and other agreements making up the Contract that are of record.

The undersigned have executed this Modification Agreement under seal as of the day and year first above stated.

BANK:

Witness:

RBC BANK (USA)

By: _____

Michael E. Baker

Title: Banking Officer

Print Name: _____

BORROWER:

ROA, LLC

Witness:

By: _____

Print Name: Deborah Rice-Marco

Title: Member

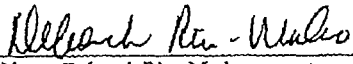
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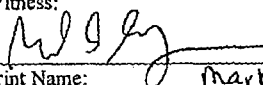
[Consents of the Guarantors are on the following pages]

Consent of Guarantors

The undersigned persons hereby consent to the modification of the Contract as provided in the foregoing Modification Agreement ("Agreement") to which this Guarantors' Consent is a part, and also consent to all of the other terms, conditions and provisions of the Agreement. They further agree that their agreements and undertakings with RBC Bank (USA) ("Bank"), or with others on behalf of or for the benefit of Bank, shall remain in full force and effect and they shall remain jointly and severally liable for the payment of the Contract (inclusive of the Agreement), as the same may from time to time be extended, renewed, amended, modified, substituted and replaced, all as provided in her agreements and undertakings with Bank, or with others on behalf of or for the benefit of Bank. The agreements and undertakings referenced in this Guarantors' Consent may include, without limitation, guaranty agreements, deeds of trust, mortgages, deeds to secure debt, security deeds, pledge agreements, security agreements, hypothecation agreements and other types of agreements and undertakings related to securing, guarantying and supporting the Contract or parts thereof and the heading "Guarantors' Consent" does not define the scope of this consent or the categories of persons executing below. The undersigned persons further consent to and authorize the execution and recordation of a Modification Supplement setting forth any or all of the terms of this Modification Agreement.

Dated effective as of the date first stated in the Agreement.


Print Name: Deborah Rice-Marko

Witness:

Print Name: Mark S. Sharpe

**Attachment 1
To
Modification Agreement**

1. Describe Promissory Note (Date, Original Amount, Current Amount and all Modifications):

Promissory Note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, as amended pursuant to a Modification Agreement dated March 22, 2007, and as further amended by a Modification Agreement dated February 25, 2008.

2. Describe Security Documents (Type, Date and if recorded, Recording Information):

- A. That certain Mortgage, Assignment of Rents, and Security Agreement dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of RBC Centura Bank, recorded on March 20, 2008, in Book L654, page 631, of the RMC Office for Charleston County, S.C.
- B. That certain Assignment of Leases, Rents and Profits dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of RBC Centura Bank, recorded on March 20, 2008, in Book N654, page 045, in the RMC Office for Charleston County, S.C.

Attachment 2
To Modification Agreement

The Contract shall be, and the same is, modified as follows:

Section 1. The interest rate is changed by changing the applicable margin over the base index. The margin over the base index is changed from 2.00% to 2.25%, effective as of the date hereof, and after the change the new interest rate will be the LIBOR Base Rate plus 2.25%.

Section 2. The maturity date stated in the Note is changed to December 15, 2009 and to the extent the maturity date is stated in any of the other individual instruments, documents and agreements that make up the Contracts, the maturity date stated therein is changed to the date stated herein.

Section 3. In addition to and not in lieu of the Security Documents referred to in Attachment 1, the Contract shall be secured by the following instruments:

- A. That certain Mortgage, Assignment of Rents, and Security Agreement executed by The Brothers of SC, LLC, successor by merger to The Brothers of NC, LLC, in favor of Bank, dated October 11, 2007, and recorded October 12, 2007, in Book B139, page 715, in the Clerk of Court of Florence County, S.C., as amended by a Modification Agreement dated of even date herewith.
- B. That certain Assignment of Leases, Rents and Profits executed by The Brothers of SC, LLC, successor by merger to The Brothers of NC, LLC, in favor of Bank, dated October 11, 2007, and recorded October 12, 2007, in Book B139, page 738, in the Clerk of Court of Florence County, S.C., as amended by a Modification Agreement dated of even date herewith.
- C. That certain Mortgage, Assignment of Rents, and Security Agreement dated November 9, 2007, and executed by ROA, LLC, in favor of Bank, recorded on November 14, 2007, in Book A644, page 387, in the RMC Office for Charleston County, S.C., as amended by a Modification Agreement dated of even date herewith.
- D. That certain Assignment of Leases, Rents and Profits dated November 9, 2007, and executed by ROA, LLC, in favor of Bank, recorded on November 14, 2007, in Book B644, page 505, in the RMC Office for Charleston County, S.C., as amended by a Modification Agreement dated of even date herewith.
- E. That certain Mortgage executed by Deborah Rice-Marko in favor of Bank dated May 19, 2000, recorded on May 23, 2000, in the RMC Office for Charleston County, South Carolina in Book A348, Page 632, as modified by Modification Agreement Supplement dated March 23, 2006, and recorded in the aforesaid RMC Office on March 27, 2006, in Book O577, page 586, and as modified by a Modification Agreement Supplement dated July 18, 2007, recorded in the aforesaid RMC Office on July 23, 2007, in Book F633, Page 714; and as assumed by Royal Beach Properties, LLC pursuant to an Assignment and Assumption Agreement dated August 26, 2008, between Deborah Rice-Marko and Royal Beach Properties, LLC, and recorded in the aforesaid RMC Office September 4, 2008, in Book 0008, at page 071; and as modified by a Modification Agreement Supplement dated August 26, 2008, and recorded in the aforesaid RMC Office in Book 0008, page 072, and as amended by a Modification Agreement dated of even date herewith.

Section 4. In addition to and not in lieu of the Events of the Default set forth in the Contract, each of the following shall constitute an Event of Default under the Contract, including without limitation the Note:

- A. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by ROA, LLC in favor of Bank, including without limitation (i)

that certain promissory note dated June 24, 2005, in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, and as amended by a Modification Agreement dated March 22, 2007, as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith; and (ii) that certain promissory note dated November 9, 2007, in the face amount of Three Million Nine Hundred Twenty Thousand and 00/100 Dollars (\$3,920,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, as amended by a Modification Agreement dated of even date herewith.

- B. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Borrower in favor of Bank, including without limitation that certain Promissory Note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by Borrower, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and Borrower, and as amended pursuant to a Modification Agreement dated March 22, 2007, as further amended by a Modification Agreement dated February 25, 2008, and as further amended by this Modification Agreement.
- C. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Liberty Cottages, LLC in favor of Bank, including without limitation that certain promissory note dated March 22, 2007, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), executed by Liberty Cottages, LLC, in favor of Bank, as amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith.
- D. The occurrence of an Event of Default under and as defined in that certain promissory note dated October 11, 2007, in the original principal amount of Four Million Nine Hundred Thousand and 00/100 Dollars (\$4,900,000.00), executed by The Brothers of SC, LLC, in favor of Bank, as amended by a Modification Agreement dated of even date herewith, or under any and all extensions, renewals or further modifications thereof.
- E. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Royal Beach Properties, LLC in favor of Bank, including without limitation that certain commercial note dated May 19, 2000, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended and increased to Three Million Two Hundred Sixty-Two Thousand Five Hundred and No/100 Dollars (\$3,262,500.00) pursuant to a Modification Agreement dated March 23, 2006, and as further amended pursuant to a Modification Agreement dated August 30, 2006, and as further amended pursuant to a Modification Agreement dated July 18, 2007, as assumed by Royal Beach Properties, LLC, pursuant to an Assignment and Assumption Agreement dated August 26, 2008, between Deborah Rice-Marko, as assignor, Royal Beach Properties, LLC, as assignee, and Bank, and as further amended by a Modification Agreement dated of even date herewith.
- F. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Deborah Rice-Marko in favor of Bank, including without limitation that certain promissory note dated January 11, 2007, in the face amount of Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended by a Modification Agreement dated of even date herewith.

Bank Use Only:	Customer Number _____
	Account Number _____

RBC Bank

Amended and Restated Promissory Note (Variable Rate - NPF)

\$430,324.41

Charleston, South Carolina
July 15, 2011

This Note amends and restates that certain Promissory Note dated June 24, 2005, made by Borrower, as assignee of Deborah Rice-Marko, in favor of Bank (as successor in interest to RBC Centura Bank) in the original principal amount of \$550,400 (as amended, modified, replaced or restated prior to the date hereof, the "Original Note")

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to RBC BANK (USA) ("Bank"), or order, the principal sum of Four Hundred Thirty Thousand Three Hundred Twenty-Four and 41/100 Dollars (\$430,324.41), together with interest, fees, premiums, charges and costs and expenses as set forth in this Note. Payments by Borrower under this Note will be made as provided in this Note and will be payable at any banking office of Bank in the city or town indicated above, or such other place as the holder of this Note may designate.

Interest Rates

Except as provided below, prior to maturity of this Note, interest will accrue on the unpaid principal of this Note at the greater of (1) the Minimum Interest Rate and (2) an interest rate per annum equal to four percent (4.0%) plus the LIBOR Base Rate. The "LIBOR Base Rate" is the London Interbank Offer Rate for U.S. Dollars for a term of one month which appears on Bloomberg Professional screen BBAM (or any generally recognized successor method or means of publication) as of 11:00 a.m., London time, two (2) London business days prior to the day on which the rate will become effective. The rate for the first month or part thereof will initially become effective on the date of the Note as shown on the face hereof. Thereafter, the rate will change and a new rate will become effective on the first calendar day of each succeeding month. If for any reason the London Interbank Offer Rate is not available, then the "LIBOR Base Rate" shall mean the rate per annum which banks charge each other in a market comparable to England's Eurodollar market on short-term money in U.S. Dollars for an amount substantially equivalent to the principal amount due under this Note as determined at 11:00 A.M., London time, two (2) London business days prior to the day on which the rate will become effective, as determined in Bank's sole discretion. Bank's determination of such interest rate shall be conclusive, absent manifest error.

Upon the occurrence of an Event of Default, but prior to maturity of this Note, at Bank's option, interest will accrue on the unpaid principal of this Note at the Default Rate. After maturity of this Note, until this Note is paid in full, interest will accrue on the unpaid principal of this Note, and all unpaid interest, fees, premiums, charges and costs and expenses, at the Default Rate. The "Default Rate" is three percent (3.0%) per annum over the rate otherwise in effect on the date of such default.

This is a variable rate note with a Minimum Interest Rate. The rates at which interest accrues under this Note may change from time to time. Any changes in the interest accrual rates will equal changes in the variable rate index to which such interest rates are tied. But, the rates at which interest accrues under this Note and the rates at which interest accrues under the other Loan Documents will not, at any time, be less than the Minimum Interest Rate, even if a change in the aforementioned variable rate index would result in lower interest rates. Bank will not have any obligation to notify Borrower of adjustments in any interest rates under this Note or any of the other Loan Documents. Adjustments to any rate of interest will be effective on the date of the change in the variable rate index, as determined by Bank.

All interest payable under this Note will be calculated monthly and will accrue daily on the basis of the actual number of calendar days elapsed and a year of three hundred sixty (360) calendar days. All accrual rates of

interest under this Note will be contract rates of interest, whether a pre-default rate or a default rate, and references to contract rates in any Loan Documents executed and delivered by Borrower or others to Bank in connection with this Note will be to such contract rates.

Payment Terms

Prior to maturity of this Note, principal and interest will be paid as set forth in the Forbearance Agreement (hereinafter defined) until July 15, 2013 (the "Maturity Date"), when one final payment of the entire balance of principal, interest, fees, premiums, charges and costs and expenses then outstanding on this Note will be due and payable in full.

If Borrower has authorized Bank, or in the future authorizes Bank, in writing, to automatically draft Borrower's payments under this Note, then on each payment date Bank will draw or debit from the demand deposit account or other account Borrower has designated for such purpose, as shown on Bank's records, the amount of the payment then owing, and Bank will draw or debit from such designated account any other amounts Borrower then owes Bank under this Note and under any of the other Loan Documents. Bank generally will provide Borrower approximately ten (10) calendar days prior notice of each draw or debit, but Bank's failure to provide Borrower prior notice will not limit, negate or otherwise affect Bank's right to draw or debit, or Borrower's obligation to have sufficient available funds on deposit at the time Bank draws or debits Borrower's account. Bank's right to draw upon or debit Borrower's account will not relieve Borrower of its repayment obligations under this Note and the other Loan Documents, and the lack of available funds to pay the amount due at the time Bank draws upon or debits Borrower's account will be an Event of Default.

Payments made under this Note will be applied in such order as Bank, in its discretion, determines appropriate, unless applicable law mandates a specific order for application of payments. Payments received on a day other than a Business Day will be deemed received by Bank on the immediately following Business Day and payments received after 2:00 p.m. (local time in the place designated above for payment) on any Business Day will be deemed received by Bank on the next Business Day.

This Note may be prepaid in whole, or in part, at any time without any fee or premium.

Supporting Documents

Borrower, certain Affiliates of Borrower, and Bank have entered into a Forbearance Agreement (the "Forbearance Agreement") dated as of the date of this Note. The terms of the Forbearance Agreement are incorporated into this Note. Capitalized terms used herein but not defined have the meaning given to such terms in the Forbearance Agreement.

This Note is secured by the Security Documents. The Security Documents include but are not limited to the following Mortgages (as amended or modified from time to time): (i) Mortgage, Assignment of Rents and Security Agreement dated November 18, 2005, made by Evelyn D. Rice in favor of the Bank and recorded in Book 5046, Page 049, Dorchester County Registry; (ii) Mortgage, Security Agreement and Financing Statement dated June 24, 2005, made by 1031, LLC, Exchange Accommodation Title Holder for ROA, LLC, in favor of the Bank and recorded in Book S 544, Page 714, Charleston County Registry; (iii) Mortgage, Assignment of Rents and Security Agreement dated November 9, 2007, made by ROA, LLC in favor of the Bank and recorded in Book A 644, Page 387, Charleston County Registry; (iv) Mortgage dated May 19, 2000, made by Deborah Rice-Marko in favor of the Bank and recorded in Book A 348, Page 632, Charleston County Registry; (v) Mortgage and Security Agreement dated August 7, 2001, in favor of the Bank and recorded in Book 2778, Page 0676, Horry County Registry; and (vi) Mortgage, Assignment of Rents and Security Agreement dated October 11, 2007, made by The Brothers of SC, LLC in favor of the Bank and recorded in Book B 139, Page 0715, Florence County Registry. The following is a general reference to the real property encumbered by such Mortgages: (i) 12,600 sq. ft. retail building located in North Charleston, SC; (ii) 33 age-restricted lots located in Mount Pleasant, SC; (iii) Approximately 9,075 sq. ft. office building located on King Street, Charleston, SC; (iv) Ocean front lot at Kiawah Island, SC; (v) Ocean front lot at Myrtle Beach, SC; and (vi) Office building located in Florence, SC.

Late Charges and Expenses

Borrower agrees to pay, upon demand by Bank, for each payment past due for fifteen (15) or more calendar days, a late charge in an amount equal to the lesser of (1) five percent (5%) of the amount of the payment past due or (2) the maximum percentage of the payment past due permitted by applicable law, or the maximum amount if not expressed as a percentage.

If this Note is not paid in full whenever it becomes due and payable, Borrower agrees to pay all of Bank's costs and expenses of collection, including reasonable attorneys' fees. Borrower hereby stipulates that reasonable attorneys' fees will be fifteen percent (15%) of the balance of principal, interest, fees, premiums, charges and costs and expenses outstanding at the time this Note becomes due and payable in full.

Default and Acceleration

Any one or more of the following will constitute an "Event of Default" under this Note: (1) the failure of Borrower to pay when due any payment described herein, whether principal, interest, fees, premiums, charges or costs and expenses; (2) the breach by Borrower of any of its non-payment obligations under this Note; (3) the occurrence of an Event of Default under Forbearance Agreement, any of the Security Documents or any of the other Loan Documents; (4) the termination or attempted termination, in whole or in part as to present or future obligations, of any guaranty of, or other supporting obligation for the Loan that has been given or that may be given in the future by any Person; or (5) the occurrence of a default or an event of default under any other indebtedness or obligation now owing or in the future owing by Borrower to Bank and the failure of such default to be cured within any applicable grace period.

Upon the occurrence of an Event of Default, (1) the entire unpaid principal balance of this Note and all interest, fees, premiums, charges, costs and expenses owing and to be owing under this Note, will, at the option of Bank, become immediately due and payable, without notice or demand, and (2) the Bank may, both before and after acceleration, exercise any of and all of its other rights and remedies under this Note and the other Loan Documents, as well as any additional rights and remedies it may have at law or in equity. The failure by Bank to exercise any of its options will not constitute a waiver of the right to exercise same in the event of any subsequent Default or Event of Default.

General Terms

This Note amends and restates the terms of the Original Note. This amendment and restatement is not intended by the parties to be, nor shall it be construed as, a novation, termination, waiver, release, satisfaction, accord or accord and satisfaction of the Original Note or the indebtedness evidenced thereby. This Note is secured by all liens, security interests, assignments, pledges, rights and remedies securing the Original Note and evidences all indebtedness previously advanced and unpaid under the Original Note.

Borrower waives presentment, demand, protest and notice of dishonor.

Time is of the essence for the performance of all of Borrower's covenants and agreements set forth in this Note, including its payment obligations under this Note.

Payment of this Note in whole or in part, or any other partial or full satisfaction or discharge of Borrower or Borrower's obligations under this Note, will not release or otherwise terminate any of the security interests or liens created by any of the Security Documents, or entitle any Person to a release or termination thereof; the terms of each Security Document will be determinative of when and the conditions under which any of the security interests or liens created by such Security Document will be released or otherwise terminated.

This Note will be governed by the substantive laws of the State of South Carolina, excluding, however, the conflict of law and choice of law provisions thereof. Borrower submits to the jurisdiction of either the state courts of the jurisdiction whose laws govern this Note, or a United States District Court for any federal district in such jurisdiction, over any action or proceeding arising from or related to this Note; and, Borrower irrevocably waives the defense of improper venue or an inconvenient forum.

Each provision of this Note will be interpreted in a manner so as to be valid under applicable law, but if any provision of this Note is held invalid under such law by a court or other tribunal of competent jurisdiction, the provision will be ineffective to the extent of such invalidity without invalidating the remainder of such provision or the remaining provisions of this Note, or the application thereof will be in a manner and to an extent permissible under applicable law.

If the rate at which interest accrues under this Note exceeds at any time the maximum contract rate which may be charged to or collected from Borrower on the Loan under applicable law, or if any fees, premiums, charges or costs and expenses assessed against or collected from Borrower exceed those permitted by law, then ipso facto the same will be reduced to the limits prescribed by law; and, if Bank receives any interest, fees, premiums, charges or costs and expenses in excess of any limits prescribed by law, such excess will be applied to the reduction of the

principal balance owing under this Note in the inverse order of its maturity, even if not then due, or at the option of Bank, paid to Borrower.

Borrower, to the extent permitted by law, waives any right to a trial by jury in any action or proceeding arising from or related to this Note.

This Note will apply to and bind Borrower's successors and assigns. At any time or times and without notice to Borrower or any other Person, Bank may sell one or more participations in the Loan and may assign this Note in whole or in part; and, this Note will apply to, be binding upon and inure to the benefit of each one of and all of Bank's participants, successors and assigns, including any Person that may administer or service this Note for any holder of this Note or any participants in the Loan. Bank may disclose financial and other information concerning Borrower and any other Person obligated on the Loan to any participant or prospective participant, and to any assignee or prospective assignee.

This Note and the other Loan Documents contain the entire/final agreement between Borrower and Bank relative to the Loan. Bank will be under no obligation to extend, renew or refinance the Loan at its maturity or at any time prior or subsequent thereto, or amend, modify or change any provision of this Note. This Note and any of the rights and remedies of any of the parties to this Note may not be changed or waived orally, but only by an agreement in writing signed by the party against whom enforcement of any change or waiver is sought.

Anti-Money Laundering

Borrower represents and warrants to Bank as follows: (1) Borrower is not and will not be a Person whose property or interest in property is blocked or subject to blocking pursuant to applicable laws; (2) Borrower is not and will not be a Person on the list of Specially Designated Nationals and Blocked Persons and Borrower is not and will not be subject to any limitations or prohibitions under any regulations or orders of the U.S. Department of Treasury's Office of Foreign Assets Control; and (3) Borrower is and will remain in compliance with and does not and will not engage in any dealings or transactions prohibited by applicable laws, including the USA Patriot Act, the Trading with the Enemy Act or the U.S. Foreign Corrupt Practices Act of 1977, all as amended.

Definitions

In this Note: (1) "Borrower" refers to all signatories of this Note collectively and severally, as the context of this Note requires, and all signatories of this Note will be and the same are jointly and severally liable hereunder; (2) "Loan" refers to the loan or other credit facility evidenced by this Note; (3) "Loan Documents" refers to this Note, the Forbearance Agreement, the Security Documents, the "Loan Documents" as defined in the Forbearance Agreement, and all other documents and agreements executed/delivered to Bank, or others on Bank's behalf, in connection with this Note or the Loan, and all of the Loan Documents will be applied and enforced in harmony with each other to the end that the Bank fully realizes its rights and benefits under each and all of the Loan Documents, including full payment and satisfaction of all indebtedness and obligations evidenced by or secured by each and all of the Loan Documents; (4) "maturity of this Note" refers to the date on which payment of the entire balance of principal then outstanding on this Note becomes due and payable in full, whether on the Maturity Date, by acceleration or otherwise; (5) "Minimum Interest Rate" means four percent (4.00%) per annum, which is the lowest per annum rate at which interest will accrue under this Note and under the other Loan Documents; (6) "Note" refers to this Amended and Restated Promissory Note; (7) "Person" is defined in the Forbearance Agreement; (8) "Security Documents" refers to the Security Documents as defined in the Forbearance Agreement and includes supporting obligations which reference that they secure this Note or reference that they secure all obligations of Borrower to Bank, and includes all Security Documents and supporting obligations shown on Bank's records as being Security Documents or supporting obligations that secure this Note, whether or not such Security Documents or supporting obligations correctly or accurately refer to this Note; (9) the singular includes the plural and vice versa; (10) words in the neuter gender include any gender; (11) "including" means "including but not limited to"; (12) "and" may have a joint meaning or a several meaning and "or" may have an inclusive meaning or an exclusive meaning; and (13) the word "all" includes "any" and the word "any" includes "all".

EXECUTED under SEAL by the undersigned as of the day and year first above stated.

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.

USS CLARKSVILLE, LLC

By: *Alton K. Nally* [SEAL]
Name:
Title:

Customer No. _____
Note Number _____
Draw Number _____

RBC Centura

UNCONDITIONAL GUARANTY AGREEMENT (Single Loan)

THIS SINGLE LOAN GUARANTY AGREEMENT ("Guaranty Agreement"), entered into as of the 22nd day of March, 2007, by DEBORAH RICE-MARKO ("Guarantor", whether one or more), with a mailing address of 32 South Battery, Charleston, South Carolina 29401, to RBC CENTURA BANK ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220.

A. USS CLARKSVILLE, LLC, a South Carolina limited liability company ("Customer", whether one or more) desires to obtain a loan or other extension of credit from Bank.

B. Bank is willing to make the loan or otherwise extend credit to Customer, but has conditioned the making of the loan or other extension of credit on Guarantor executing and delivering to Bank this Guaranty Agreement.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Bank to make the loan and to otherwise extend the credit requested by Customer, Guarantor, jointly and severally, if more than one, hereby absolutely and unconditionally guarantees to Bank, its successors and assigns: (1) the punctual payment when due (whether by acceleration or otherwise) of all outstanding principal under that certain promissory note (the "Note") dated June 24, 2005, in the original principal amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00), executed by Guarantor in favor of Bank, as amended by a modification agreement dated August 30, 2006, reduce the principal amount to Four Hundred Thirty-One Thousand Four Hundred and Six and No/100 Dollars (\$431,406.00), which Note and the obligations Guarantor thereunder were assumed by Customer pursuant to an Assignment and Assumption Agreement dated of even date herewith between Bank, Guarantor, and Customer, and which Note was further amended by a Modification Agreement between Customer and Bank dated of even date herewith, together with all due and unpaid interest (to include default interest), finance charges, late payment fees and other fees and charges, prepayment premiums and all costs and expenses (to include reasonable attorneys' fees and fees of legal assistants, reasonable fees of accountants, appraisers, adjusters, engineers, surveyors or other professionals employed or retained by and on behalf of Bank, and intangible personal property taxes, documentary stamp taxes, excise taxes and other similar taxes) payable and to be payable thereunder, and incurred and to be incurred in connection therewith (the "Credit Agreement"); (2) the punctual payment and performance by Customer and other persons of all of their covenants, agreements and obligations under any security agreements, deeds of trust, mortgages, security deeds, trust deeds, deeds to secure debt, pledge agreements, assignments, commitments, loan agreements and other agreements, statements and records executed and delivered to Bank or others on Bank's behalf in connection with the indebtedness evidenced by the Credit Agreement (the Credit Agreement and the other agreements and documents executed and delivered in connection with the Credit Agreement shall be referred to herein collectively as the "Loan Documents", and the Loan Documents may be in a written or tangible medium, electronic medium or some other medium and includes all renewals, extensions, amendments, modifications, replacements and substitutions thereof and therefor); and (3) the punctual payment of any and all sums advanced and paid by Bank, at its option, under the Loan Documents, including, but not limited to, sums advanced and paid by Bank for taxes and insurance premiums and sums advanced and paid by Bank to protect any collateral and other security given for said indebtedness (all of the foregoing, including, without limitation, the principal, interest, fees, charges, premiums and costs and expenses under the Credit Agreement, Customer's and other persons' covenants, agreements and obligations and the sums advanced and paid by the Bank, being hereinafter collectively termed "Obligations of Customer").

In order to implement the foregoing and as additional inducements to Bank, Guarantor further covenants and agrees:

Section 1. Guaranty of Payment. This guaranty is and shall remain an unconditional guaranty of payment and performance and not a guaranty of collection, shall remain in full force and effect irrespective of any interruption in the business and other dealings and relations of Customer with Bank and shall apply to and guarantee the due and punctual payment and performance of all Obligations of Customer due by Customer to Bank and as otherwise provided herein. To that end, Guarantor hereby expressly waives (1) any right to require Bank to bring any action against Customer, (2) any right to require Bank to bring any action against any other person, (3) any right to require Bank to recover from any collateral and other security, and (4) any right to require Bank to recover from any balance of any deposit or other account on the books of Bank in favor of Customer or any other person through set-off, recoupment or otherwise; and, without limiting the generality of the foregoing, Guarantor herewith expressly waives any right Guarantor otherwise might have or might have had under the provisions of Section 26-7 of the North Carolina General Statutes, et seq. or other North Carolina laws to require Bank to attempt to recover against Customer and to realize upon any collateral and other security which Bank holds for the Obligations of Customer.

Section 2. Guaranties Not Dependent. The obligation of any Guarantor executing this Guaranty Agreement is not and the same shall not be dependent upon the subsequent execution hereof by any other person. And, the termination of guaranty by one or more Guarantors, or the release, settlement or compromise by Bank from time to time and at any number of times with respect to any one or more Guarantors, shall not affect the obligations and liability of the remaining Guarantors hereunder, and as to the remaining Guarantors, this Guaranty Agreement shall continue in effect as if such Guarantors had been the only Guarantors executing this Guaranty Agreement.

Section 3. Guaranty Not Diminished by Bank's Actions.

3.1. Failure to Perfect Liens. Guarantor agrees that Guarantor's liability hereunder shall not be diminished by any failure on the part of Bank to perfect and continue perfection of (by filing, recording or otherwise) any lien and security interest it may now have or hereafter acquire in any property securing this Guaranty Agreement or the Obligations of Customer.

3.2. Release or Surrender of Rights. Guarantor covenants and agrees that Bank may at any time, and from time to time, in its sole discretion, do or cause to be done any one or more of the following: (1) renew, extend and otherwise change the time, manner, place and terms of payment of any and all of the Obligations of Customer, and otherwise modify the Obligations of Customer; (2) grant indulgences generally from time to time to Customer and any other person liable for the Obligations of Customer; (3) exchange, release and surrender any and all of the collateral and other security, or any part thereof or interest therein, by whomsoever deposited, given or made, which is or may hereafter be held by Bank or others on its behalf, or in which it has a lien and security interest in connection with any and all of the Obligations of Customer and any liabilities and obligations of Guarantor hereunder; (4) sell and otherwise dispose of, and purchase all or parts of, or interests in, such collateral and other security at public and private sale, or to or through any securities intermediary or other person, and after deducting all costs and expenses of every kind for collection, preparation for sale, sale and delivery, the net proceeds of any such sales and other dispositions may be applied by Bank toward payment and satisfaction of the Obligations of Customer, in such order as Bank in its discretion may elect, or in such order as Bank may be required to apply the proceeds under applicable law – if applicable law directs a specific manner of application of proceeds; or (5) settle and compromise with the Customer, any insurance carrier and any other person liable thereon, any and all of the Obligations of Customer, or subordinate the payment of all and any part of same to the payment of any other debts and claims which may at any time be due and owing to Bank or any other persons; all in such manner and upon such terms as Bank may deem proper or desirable, and without notice to or further assent from Guarantor, it being agreed that Guarantor shall be and remain bound by this Guaranty Agreement irrespective of the existence, value and condition of any collateral and other security, or the impairment of any collateral and other security (to include, without limitation, impairment due to any failure to perfect or continue perfection of a lien and a security interest and any other act or inaction by Bank or other persons relative to the administration of this Guaranty Agreement, the Obligations of Customer and any collateral and other security), or the unenforceability of any of the Obligations of Customer or the discharge and release of Customer from liability for any of the Obligations of Customer and notwithstanding any such change, exchange, settlement, compromise, surrender, release, failure to perfect or continue perfection and other act or inaction relative to administration, sale and other disposition, application,

renewal or extension and notwithstanding also that the Obligations of Customer may at any time exceed the aggregate principal sum hereinabove prescribed (if any such limiting sum appears). If Bank should request Guarantor to consent to any of the foregoing, such request by Bank or consent by Guarantor shall not constitute a waiver by Bank of the provisions of this Section which permit such actions without Guarantor's consent, nor of any other provision of this Guaranty Agreement relating to acts and inactions of Bank and such request or consent shall not create a course of dealing between Bank and Guarantor that would require the consent of Guarantor to any of the foregoing in the future. Furthermore, this Guaranty Agreement shall not be construed to impose any obligation on Bank to extend or continue to extend credit, to otherwise deal with Customer at any time, or to take or refrain from taking any acts relative to the administration of any of the Obligations of Customer and any collateral and other security for the Obligations of Customer or this Guaranty Agreement.

3.3. Waiver of Default; Forbearance. No waiver by Bank of any default by Guarantor or Customer, or forbearance with respect to any default by either, shall operate as a waiver of any other default or of the same default on a future occasion – or require the forbearance with respect thereto – and no waiver or forbearance by Bank shall limit Guarantor's liability under this Guaranty Agreement or negatively affect the validity and enforceability of this Guaranty Agreement in accordance with its stated terms.

Section 4. Set-off; Application of Payments; Security.

4.1. Set-off on Service of Process. If any process is issued or ordered to be served upon Bank, seeking to seize Customer's or Guarantor's rights or interests in any deposit account, such deposit account shall be deemed to have been and shall be set-off against any and all Obligations of Customer or all obligations and liabilities of Guarantor hereunder, as applicable, as of the time of the issuance of any such writ or process, whether or not Customer, Guarantor or Bank shall then have been served with notice thereof.

4.2. Application of Moneys and other Value. All moneys and other things of value available to and received by Bank for application toward payment of (or reduction of) the Obligations of Customer may be applied by Bank to such individual debts, liabilities, obligations and claims in such manner, and apportioned in such amounts and at such times, as Bank, in its sole discretion, may deem suitable or desirable, or in such order as Bank may be required to apply the money or other things of value under applicable law – if applicable law directs a specific manner of application.

4.3. Security; Set-off. As security for any and all liabilities of Guarantor hereunder, now existing and hereafter arising, Guarantor hereby grants Bank a security interest in any and all moneys, furniture, fixtures, equipment, inventory, documents, investment property, financial assets, promissory notes and other instruments, chattel paper, accounts, payment intangibles and other general intangibles, deposit accounts, supporting obligations, including guarantees, letters-of-credit and letters-of-credit rights and any and all other forms of property and things of value (real, personal or mixed) and any right, title and interest of Guarantor therein and thereto and the proceeds thereof, which have been and may hereafter be deposited or left with Bank (or with any agent or other third person acting on Bank's behalf) by or for the account or credit of Guarantor, including, without limitation, any property in which Guarantor may have an interest. Furthermore, where any obligation of Guarantor is due and unpaid Bank hereunder, Bank is herewith authorized to exercise its right of set-off or "bank lien" as to any demand, checking, time, savings, and other deposit accounts of any nature maintained in and with it by Guarantor, without advance notice. Such right of set-off shall also be applicable and exercised by Bank, in its sole discretion, where Bank is indebted to any Guarantor by reason of any certificate of deposit, bond, instrument or otherwise. Bank also is granted and shall otherwise have recoupment rights and may exercise such recoupment rights where any obligation of Guarantor is due and unpaid to Bank hereunder. If Guarantor or others have executed and delivered to Bank any separate deeds of trust, mortgages, security deeds, deeds to secure debts, trust deeds, security agreements, assignments or other security documents in connection with this Guaranty Agreement, the property and property rights therein described shall secure this Guaranty Agreement and Guarantor's payment and performance obligations hereunder to the extent and all as provided herein and in said separate security documents. If Guarantor or others have so executed and delivered security documents as aforesaid, some or all of them may be listed or described on Exhibit A attached hereto, but, the failure of any or all of such security documents to be listed or described thereon shall not limit this Guaranty Agreement, the effectiveness and enforceability of any security documents not listed or described on Exhibit A and the liabilities of Guarantor and others hereunder or under such security documents.

Section 5. Financial Information on Guarantor; Bank's Records Controlling. Guarantor shall provide Bank with such financial information as Bank may from time to time request. Any statement of account or records that bind the Customer shall be binding against the Guarantor and the records of Bank maintained in the ordinary course of its business with respect to the Obligations of Customer shall be binding on Guarantor in all respects, including, without limitation, the extent and nature of the Obligations of Customer and the liabilities of Guarantor under this Guaranty Agreement.

Section 6. Customer's Organization Status.

6.1. Authority of Customer's Officers and Employees. If Customer is not an individual but a registered organization or other form of organization, this Guaranty Agreement covers all Obligations of Customer purporting to be created or undertaken on behalf of such organization by any one or more shareholder, director, officer, executive, employee, partner, manager, member or agent of such organization, without regard to the actual authority of any such person, whether or not organization resolutions, proper or otherwise, are given by any Customer to Bank, and whether or not such purported organizations are legally chartered, registered or organized.

6.2. Change in Legal Status. In the event of a change in, or amendment or modification of the legal status or existence of the Customer, this Guaranty Agreement shall continue and shall also cover the indebtedness of the Customer under the new or amended status, according to the terms hereof guaranteeing the obligations of the original Customer.

Section 7. Guarantor's Waiver of Rights.

7.1. Subordination of Customer's Debts to Guarantor. In the event that Guarantor shall pay any sums under this Guaranty Agreement, or in the event that Customer or any owner of property in which Bank has been granted a lien or security interest to secure the Obligations of Customer is now or shall hereafter become indebted to Guarantor, Guarantor agrees (1) that the amount of such indebtedness and all interest thereon shall at all times be subordinate as to lien, times of payment and in all other respects to all sums at any time owing to Bank with respect to the Obligations of Customer, (2) that Guarantor shall not be entitled to enforce or receive payment on account of such other indebtedness until all sums owing to the Bank have been paid in full and (3) that to the extent Guarantor does enforce or receive payment in contravention of Guarantor's agreement hereunder, all moneys, property and other things of value received by Guarantor and others on Guarantor's behalf shall be held by Guarantor and such other persons in trust for Bank and for the account of Bank and the same shall be paid or delivered to Bank immediately upon request therefor by Bank.

7.2. Reinstatement of Obligations of Customer. Guarantor agrees that in the event any judgment or any court order or any administrative order for turnover or recovery is entered against Bank (whether by consent, compromise, settlement or otherwise) for, or Bank is required or agrees to repay (1) the amount of any monetary payment or transfer of any property (whether real, personal or mixed, tangible or intangible, or the value thereof) made to Bank by or on behalf of the Customer or Guarantor for credit to the Obligations of Customer, or (2) the amount of any set-off or recoupment exercised by Bank and credited to Obligations of Customer, then in such event (and notwithstanding the prior discharge or satisfaction in whole or in part of any or all Obligations of Customer due Bank or the written or stamped notation of cancellation, release, or satisfaction affixed to this Guaranty Agreement or any instrument of indebtedness evidencing the Obligations of Customer, or any prior notice of the termination of this Guaranty Agreement as to future debts of Customer) the amount or value of any such payments, property, set-off and recoupment recovered from Bank shall be deemed to be Obligations of Customer and this Guaranty Agreement and the liabilities of Guarantor hereunder shall be automatically revived and reinstated and shall continue and remain in full force and effect as to the same, together with interest thereon from date of recovery at the rate applicable to the Obligations of Customer to which any such payments, transfers and set-off were credited, costs of court, and the reasonable attorneys' fees incurred by Bank in connection therewith.

7.3. Waiver of Subrogation. Guarantor expressly waives, for Bank's benefit and the benefit of Customer and any other guarantor, maker, endorser, obligor and debtor on the Obligations of Customer, any and all rights of recourse against Customer, and any other guarantor, maker, endorser, obligor and debtor on the Obligations of

Customer, and property and assets of the same, arising out of any payment made under or pursuant to this Guaranty Agreement, including any claim of subrogation, reimbursement, exoneration, contribution and indemnity that Guarantor may have against the Customer, any other guarantor, maker, endorser, obligor and debtor on the Obligations of Customer. Guarantor will not enter into any contract or agreement in violation of the provisions hereinabove, and any such purported contract or agreement shall be void ab initio.

Section 8. Events of Default; Remedies.

8.1. Events of Default. Guarantor shall be in default under this Guaranty Agreement upon the happening of any of the following events, circumstances and conditions, 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, to wit:

(a) default in the payment or performance of any of the obligations or of any covenant, warranty or liability contained or referred to herein, or contained in any other contract, agreement or record of Customer or Guarantor with Bank, whether now existing or hereafter arising;

(b) any warranty, representation or statement made or furnished, or hereafter made or furnished, to Bank or others for the benefit of Bank, by or on behalf of Customer or Guarantor, in connection with this Guaranty Agreement, or to induce Bank to extend credit or deal with Customer or Guarantor or otherwise with respect to the Obligations of Customer proving to have been false or inaccurate in any material respect when made or furnished;

(c) the death or mental incompetency of a Guarantor or Customer who is an individual and the dissolution, liquidation, termination of existence, merger or change in control of or in a Guarantor or Customer that is a registered organization or other organization;

(d) insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any state or federal bankruptcy or insolvency laws by or against Guarantor or Customer;

(e) failure of a Customer or Guarantor that is a registered organization to maintain its existence in good standing;

(f) the entry of any monetary judgment or the assessment or filing of any tax lien against either Customer or Guarantor or the issuance of any writ of garnishment or attachment against any property of, debts due or rights of Customer or Guarantor, to specifically include the commencement of any action or proceeding to seize moneys of Customer or Guarantor on deposit in any deposit account with Bank;

(g) if Customer or Guarantor is a registered organization or other organization, the default in the payment or performance of any indebtedness or other obligation which is now owing to Bank or any indebtedness or other obligation which arises in the future and is owing to Bank by any subsidiary of Guarantor or the Customer; or

(h) if Bank should otherwise deem itself, any security interests, its collateral or other security, or the Obligations of Customer guaranteed hereby and hereunder or the liability of Guarantor hereunder unsafe or insecure, or should Bank, in good faith, believe that the prospect of payment or other performance by Customer or Guarantor is impaired.

8.2. Remedies. Upon the occurrence of any of the foregoing events, circumstances or conditions of default set forth in Section 8.1 above, at Bank's option, all of the obligations evidenced and created in this Guaranty Agreement and secured or guaranteed hereby shall immediately be due and payable without demand or notice. Furthermore, whether or not Bank accelerates the aforesaid obligations because of the occurrence of an event of default, Bank may exercise, and cause to be exercised by others on its behalf, all of the rights and remedies granted hereunder that may be exercisable by Bank upon the occurrence of an event of default, all of the rights or remedies of a secured party or holder-in-due course under the Uniform Commercial Code in the jurisdiction whose laws

govern this Guaranty Agreement, as the same is in effect from time to time, and all rights and remedies otherwise afforded in law and in equity under other laws of the aforementioned jurisdiction.

Section 9. Miscellaneous.

9.1. Anti-Money Laundering and Anti-Terrorism. Guarantor represents, warrants and covenants to Bank as follows: (1) Guarantor (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) Guarantor 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) Guarantor 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 of Customer, 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.

9.2. No Effect on Other Guaranties. This Guaranty Agreement does not terminate, cancel, supersede, renew or substitute for any existing guaranty or other supporting obligation to Bank by any Guarantor, unless expressly provided herein, and the execution and delivery hereafter to Bank by any Guarantor of a new guaranty and other supporting obligation shall not terminate, cancel, supersede, or be a renewal or substitution for this Guaranty Agreement, unless expressly provided therein, and all rights and remedies of Bank hereunder, under any other existing guaranty agreement and other supporting obligation, and under any guaranty agreement and other supporting obligation hereafter given to Bank by any Guarantor shall be cumulative and may be enforced singly, successively, alternately and concurrently.

9.3. No Reliance by Guarantor on Bank. Guarantor warrants and covenants that Guarantor has made such inquiries as Guarantor deems necessary in order to ascertain the financial condition of Customer, and has, in fact, ascertained the financial condition of Customer and is satisfied with such financial condition, that Guarantor has adequate means to obtain from Customer, on a continuing basis, information concerning the financial condition of Customer, and that Guarantor has not relied, and will not rely, on Bank to provide such information, now or in the future. The relationship of Bank to Guarantor 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 Guarantor and no such relationship shall be drawn or implied from (1) this Guaranty Agreement and any security documents relative to this Guaranty Agreement, (2) the Obligations of Customer and any of the Loan Documents and (3) any of Bank's actions or inactions hereunder or thereunder, or with respect hereto or thereto – and, Bank has no obligation to Guarantor and any other person relative to administration of the Obligations of Customer, the Loan Documents, this Guaranty Agreement and any collateral and other security for any of the foregoing, or any part or parts thereof or interests therein.

9.4. Credit Investigations; Sharing of Information. Bank is irrevocably authorized by Guarantor to make or have made such credit investigations as it deems appropriate to evaluate Guarantor's credit, personal and financial standing and employment, and Guarantor authorizes Bank to share with consumer reporting agencies and creditors its experiences with Guarantor and other information in Bank's possession relative to Guarantor. Bank shall not have any obligation or responsibility to do any one or more of the following: (1) protect or preserve any collateral and other security given or to be given in connection herewith against the rights of third persons having an interest therein; (2) provide information to third persons relative to the Obligations of Customer, Bank's liens or security interests in any collateral and other security, this Guaranty Agreement or otherwise with respect to Guarantor; or (3)

subordinate its security interests in any collateral and other security to the interests of any third persons or to enter into control agreements relative to such collateral and other security.

9.5. Maintenance of Records by Bank. Bank is authorized to maintain, store and otherwise retain this Guaranty Agreement, any separate security documents and other agreements executed and delivered or to be executed and delivered by Guarantor and others on Guarantor'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; and a record of this Guaranty Agreement and such other documents and agreements in a non-tangible medium which is retrievable in a perceivable form shall be the agreement of Guarantor and others on Guarantor's behalf, as applicable, to the same extent as if this Guaranty Agreement and such other documents and agreements were in their original, inscribed tangible medium and such a record shall be binding on and enforceable against Guarantor and such others notwithstanding the same are in a non-tangible form and notwithstanding the signatures of the signatories thereof are electronic, typed, printed, computer generated, facsimiles or other reproductions, representations or forms.

9.6. Financing Statements. Guarantor irrevocably authorizes Bank to file such financing statements as may be necessary to protect, in Bank's opinion, Bank's security interests and, to the extent Bank deems necessary or appropriate, to sign the name of Guarantor with the same force and effect as if signed by Guarantor and to make public in financing statements and other public filings such information regarding Guarantor as Bank deems necessary or appropriate, including, without limitation, federal tax identification numbers, social security numbers and other identifying information.

9.7. Documentary and Intangibles Taxes. To the extent not prohibited by law and notwithstanding who is liable for payment of the taxes and fees, Guarantor shall pay, on Bank's demand, all intangible personal property taxes, documentary stamp taxes, excise taxes and other similar taxes assessed, charged or required to be paid in connection with this Guaranty Agreement.

9.8. Payment of Expenses. Without limiting any other provision of this Guaranty Agreement relating to Guarantor's payment of costs and expenses incurred by and on behalf of Bank, but in addition thereto, Guarantor shall pay to Bank on demand any and all costs and expenses of collection, including reasonable attorneys' fees in the amount of fifteen (15%) percent of the outstanding amount of the Obligations of Customer after default and, if applicable law prohibits payment of attorneys' fees when collection is through an attorney who is a salaried employee of Bank, referral to an attorney not a salaried employee of Bank. Guarantor shall also pay all cost and expenses incurred or paid by and on behalf of Bank in protecting its interest in any collateral and other security securing this Guaranty Agreement and in enforcing and protecting its rights hereunder. All of the foregoing costs and expenses shall be paid with interest thereon at the contract rate at which interest accrues from time to time on the Obligations of Customer – or if interest accrues at different contract rates, any one of the contract rates at which interest accrues as selected by Bank, in its sole discretion, which rate may be fixed or variable – from the earlier of the date paid, incurred or on which they become due until such costs and expenses are paid by Guarantor. All sums so paid and expended by Bank, and the interest thereon, shall be added to the amounts payable under this Guaranty Agreement.

9.9. Waiver of Notice and Presentment; Defenses. Guarantor hereby waives to the extent permitted by law: (1) notice of acceptance of this Guaranty Agreement; (2) notice of extensions of credit and continuations of credit extensions to Customer by Bank; (3) notice of entering into and engaging in business transactions and contractual relationships and any other dealings between Customer and Bank; (4) presentment and demand for payment of any of the Obligations of Customer; (5) protest and notice of dishonor or default to Guarantor and to any other person with respect to any of the Obligations of Customer and with respect to any security therefor; (6) all other notices to which Guarantor might otherwise be entitled; (7) any demand for payment under this Guaranty Agreement; (8) any defense of any kind which the Customer might have; and (9) application of any other defenses available to Guarantor.

9.10. Jury, Venue, Jurisdiction. This Guaranty Agreement shall be deemed to have been executed and delivered in the State of South Carolina, regardless of where the signatories may be located at the time of execution, and this Guaranty Agreement 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. Guarantor: (a) to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Guaranty Agreement or any of the Obligations of Customer; (b) irrevocably submits to the jurisdiction of either (1) the state courts of the jurisdiction identified above in this Section or (2) a United States District Court for any federal district in such jurisdiction over any action or proceeding arising from or related to this Guaranty Agreement or any of the Obligations of Customer; and (c) irrevocably waives, to the fullest extent Guarantor may effectively do so, the defense of improper venue or an inconvenient forum to the maintenance of any such action or proceeding. Nothing in this Section shall affect or impair Bank's right to serve legal process in any manner permitted by law or Bank's right to bring any action or proceeding against Guarantor or Guarantor's property in the courts of any other jurisdiction.

9.11. No Usury; No Illegal Provisions. Anything contained herein to the contrary notwithstanding, if for any reason the effective rate of interest on any of the Obligations of Customer should exceed the maximum lawful contract rate, the effective rate of such obligations shall be deemed reduced to and shall be such maximum lawful contract rate. Any sums of interest which have been collected in excess of such maximum lawful contract rate shall be applied, at Bank's election – if permitted by applicable law, as a credit against the unpaid principal balance due on the Obligations of Customer, or hereunder, or returned to the person who paid the interest that exceeded the maximum lawful contract rate. Wherever possible each provision of this Guaranty Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty Agreement 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 Guaranty Agreement.

9.12. Joint and Several Liability; Use of Terms. If more than one person has signed this Guaranty Agreement, such parties are jointly and severally obligated hereunder. Further, (1) 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; (2) 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 organizations, including public and quasi-public bodies, as well as individuals; (3) 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; (4) the term "Guarantor", as used herein, shall (if signed by more than one person) mean the "Guarantors and each of them"; (5) 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 Guarantor or Customer, or by one or more Subsidiaries of Guarantor or Customer, or Guarantor or Customer and one or more Subsidiaries of Guarantor or Customer, or (ii) otherwise controlled by or within the control of Guarantor, Customer or any Subsidiary of either; (6) terms used in this Guaranty Agreement which are not defined herein shall have the meaning ascribed thereto in the Uniform Commercial Code in effect from time to time in the jurisdiction whose laws govern this Guaranty Agreement; (7) all references to "Guaranty Agreement" mean this Guaranty Agreement and all amendments, modifications, renewals, extensions, replacements and substitutions thereof and therefor; and (8) this Guaranty Agreement shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Guaranty Agreement.

9.13. Successors and Assigns. This Guaranty Agreement shall be binding upon Guarantor, and the heirs, executors, administrators, successors and assigns of Guarantor; it shall inure to the benefit of, and be enforceable by Bank, and its successors, transferees and assigns; and Guarantor waives and will not assert against any transferee or assignee any claims, defenses, set-offs and rights of recoupment which Guarantor could assert against Bank, except defenses which Guarantor cannot waive. The death of Guarantor shall not terminate any liability hereunder.

9.14. Entire Agreement. This Guaranty Agreement constitutes the entire agreement between the Guarantor and Bank with respect to this guaranty, and no waivers and modifications shall be valid unless they are in writing and duly executed by the party to be charged thereby, and further expressly approved in writing by an authorized officer of Bank in the Bank's Loan Servicing Center (or successor thereto). Notwithstanding the foregoing, in the event any provision of this Guaranty Agreement should be left blank or incomplete, Guarantor hereby authorizes and

empowers Bank to supply and complete the necessary information to complete or fill in the blank provision and Bank, or any other holder hereof, may correct patent errors in this Guaranty Agreement.

9.15. Time of Essence; Notices. Time is of the essence under this Guaranty Agreement. All notices, certificates and other communications hereunder shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth herein. Guarantor and Bank may, by written notice given hereunder, designate a different address where communications should be sent. Bank may direct, by notice to Guarantor, that notices, requests and other communications shall be sent electronically or in some other non-tangible medium.

9.16. Guarantor's Acknowledgment. Guarantor acknowledges that Guarantor has read this Guaranty and fully understands the rights granted to Bank herein, and the waiver of rights of Guarantor. Guarantor further acknowledges that each of the terms contained herein is a material inducement to Bank to extend credit to the Customer and is necessary in order for the Bank to fully realize the benefits of Bank's bargained for agreement with the Customer and Guarantor. Guarantor: (1) represents to Bank the information contained in this Guaranty Agreement is true, accurate and correct; (2) agrees to promptly notify Bank in writing of any changes therein and any inaccuracies thereto, such notification to be addressed to Bank at Bank's address set forth herein; and (3) acknowledges that Bank is relying upon the information being complete, accurate and correct and that Bank is under no obligation to make an independent investigation with respect to the accuracy and correctness thereof and has not made an independent investigation regarding same.

The undersigned has executed this Guaranty Agreement as of the day and year first above stated.


Print Name: Deborah Rice-Marko

Witness:

Print Name: Alyson C. Campbell

[Exhibit A and Attachment A follow]

EXHIBIT A
Attached
to
Unconditional Guaranty Agreement
(Single Loan)

Description of Security Documents (List or describe agreements and documents that secure this Guaranty Agreement): None.

ATTACHMENT
to
Unconditional Guaranty Agreement (Single Loan)
(Changes in Guaranty)

This Attachment to Unconditional Guaranty Agreement (Single Loan) (the "Guaranty Agreement") executed on the date hereof, is entered into between RBC CENTURA BANK and Deborah Rice-Marko. This attachment amends and supplements the Guaranty Agreement. In the event of any conflict between the terms of the Guaranty Agreement and this Attachment, the terms of this Attachment shall control.

Section 1. Security; Set-off. Section 4.3 of the Guaranty is hereby deleted.

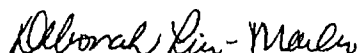
Section 2. Cross Default. Notwithstanding Section 8.1(a) or any other provision of the Guaranty to the contrary, the occurrence of default or event of default under any indebtedness or other obligation now or hereafter owing by Customer or Guarantor to Bank other than the Note, the Credit Agreement, or the other Loan Documents shall not constitute an Event of Default under or within the meaning of the Guaranty.

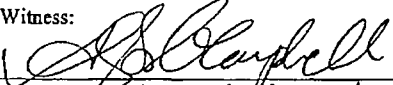
Section 3. Death of Guarantor. Notwithstanding the provision of Section 8.1(c) of the Guaranty, the death of the Guarantor shall not be a default so long as (i) the terms of the Note and the Loan are being satisfied and no other Event of Default has occurred, (ii) within 90 days after such death, other family member(s) having a financial condition, credit history, and liquidity satisfactory to Bank in its sole discretion, including all heirs or devisees to whom title to any mortgaged property will pass, sign new guaranties assuming the obligations of the deceased. Until the obligation to guarantee this Note and the Loan is assumed by a successor or successors to the deceased satisfactory to Bank in its sole discretion as set forth above, then at the option of Bank no additional advances need be made by Bank under the Loan. Notwithstanding the death of any Guarantor, all payments required to be made shall be made under the Loan when and as due.

Section 4. Subsidiary Debt; General Insecurity. Sections 8.1(g) and 8.1(h) of the Guaranty are hereby deleted.

Section 5. Reasonable Attorneys Fees. The first sentence of Section 9.8 of the Guaranty is hereby deleted and the following sentence substituted in its stead: "Without limiting any other provision of this Guaranty Agreement relating to Guarantor's payment of costs and expenses incurred by and on behalf of Bank, but in addition thereto, Guarantor shall pay to Bank on demand any and all costs and expenses of collection, including reasonable attorneys' fees."

Section 5. Cure Periods. No action may be commenced under this Guaranty unless all applicable grace or cure periods set forth in the Note relating to the default or Event of Default under the Note giving rise to such action shall have expired, and such default or Event of Default shall have continued unremedied; provided, however, that in the event of the filing by or against the Borrower of a proceeding in bankruptcy, an action may be commenced under this Guaranty without regard to any grace or cure periods in the Note.


Print Name: Deborah Rice-Marko

Witness:

Print Name: Alyson C. Campbell

Witness:

Print Name: Alyson C. Campbell

RBC CENTURA BANK

By: 
Michael E. Baker
Title: Banking Officer

NN

PROMISSORY NOTE

Borrower: Deborah G. Rice-Marko
P. O. Box 29461
Greensboro, NC 27429

Lender: RBC CENTURA BANK
Charleston, SC
Lendigg Service Center
444 King Street
Charleston, SC 29403

Principal Amount: \$5,000,000.00

Initial Rate: 3.600%

Date of Note: January 13, 2005

PROMISE TO PAY. Deborah G. Rice-Marko ("Borrower") promises to pay to RBC CENTURA BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Five Million & 00/100 Dollars (\$5,000,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on January 13, 2007. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date; beginning February 13, 2005, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to any accrued unpaid interest; and then to principal. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the rate of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the LIBOR Base Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each month. The "LIBOR Base Rate" is the London Interbank Offer Rate for U.S. dollars for a term of one month which appears on the Telerate Page 3750, Bloomberg Professional screen BBAM (or any generally recognized successor method or means of publication) as of 11:00 a.m., London time, two (2) London business days prior to the day on which the rate will become effective. The rate will initially become effective on the date of the Note as shown on the face of the Note. Thereafter, the rate will change and a new rate will become effective on the first calendar day of each succeeding month. If for any reason, the London Interbank Offer Rate is not available, the "LIBOR Base Rate" shall mean the rate per annum which banks charge each other in a market comparable to England's Eurodollar market on short-term money in U.S. dollars for an amount substantially equivalent to the principal amount due under this Note, as determined at 11:00 A.M., London time, two (2) London Business days prior to the day on which the rate will become effective, as determined in Bank's sole discretion. Bank determination of such interest rate shall be conclusive, absent manifest error. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 2.450% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 1.150 percentage points over the Index, resulting in an initial rate of 3.600% per annum. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: RBC Centura Bank, P.O. Box 100 Rocky Mount, NC 27802.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note to 18.000% per annum. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

*B** **Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

*m** See attached addendum *B*

EXHIBIT

Y

PROMISSORY NOTE
(Continued)

Page 2

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment or failure to satisfy Lender's requirement in the Insufficient Market Value of Securities section is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes Lender's reasonable attorneys' fees in an amount not less than fifteen percent (15%) of the amount owing on this Note and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of South Carolina without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of South Carolina.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Charleston County, State of South Carolina.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). ~~This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.~~

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein: securities or investment property described in a Commercial Pledge Agreement dated January 13, 2005.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

ADDITIONAL DEFAULT PROVISION. Loan shall be in default upon the death, dissolution, merger, consolidation or termination of existence of any party.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: RBC CENTURA BANK, Charleston, SC, Lending Service Center, 444 King Street, Charleston, SC 29403.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

x Deborah G. Rice-Marino
Deborah G. Rice-Marino

Addendum to Promissory Note to Deborah G. Rice Marko
Dated January 19, 2005

1. Default

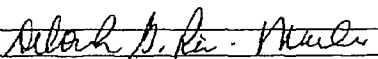
The following clause will be deleted in its entirety:

Death or Insolvency. (See Strike Through on page 1 of note)

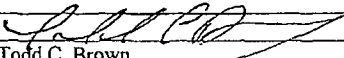
The following clause will be used:

The death of either Borrower or Guarantor shall not be a default so long as (i) the terms of the Note are being satisfied and no payment default has occurred, (ii) within 90 days after the first Borrower's death or Guarantor's death, other family member(s) having a financial condition, credit history and liquidity satisfactory to Lender in its sole discretion, including the surviving owner of the property securing the loan, sign new loan documents assuming the obligations of the deceased Borrower or Guarantor, and (iii) within 90 days after the last Borrower's or Guarantor's death, other family member(s) having a financial condition, credit history, and liquidity satisfactory to Lender in its sole discretion, including all heirs or devisees to whom title to the property securing the loan will pass, sign new loan documents assuming the obligations of the deceased Borrower. Until the obligation to repay the note is assumed by a successor to the deceased Borrower satisfactory to Lender in its sole discretion as set forth above, then at Lender's option no additional advances need to be made by Lender under the Note. Notwithstanding the death of a Borrower, all payments required to be made shall be made under the Note when and as when as due.

Borrower:


Deborah G. Rice-Marko

Bank:


Todd C. Brown
Bank Officer

MA

Customer No. 2059533

Loan No. _____

RBC Bank

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT ("Modification Agreement"), entered into as of the 26th day of January, 2009, by Deborah Rice-Marko, an individual ("Borrower", whether one or more) with a mailing address of 32 South Battery, Charleston, South Carolina 29401, and RBC BANK (USA) ("Bank"), with a mailing address of 100 Calhoun Street, Suite 200, Charleston, SC 29401.

- A. Borrower has made and issued to Bank its promissory note ("Note") in the original principal amount and dated as indicated on **Attachment 1** attached hereto.
- B. If so indicated on **Attachment 1**, the Note is secured and the security is generally as described on **Attachment 1**.
- C. The Note, any security documents described on **Attachment 1** and any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on **Attachment 1**, are hereinafter collectively referred to as the "Contract" and the Contract is hereby incorporated herein as a part of this Modification Agreement.
- D. Bank and Borrower mutually desire to modify the provisions of the Contract in the manner hereinafter set out, it being specifically understood and agreed that, except as herein modified, the terms and provisions of the Contract and the individual instruments, documents and agreements that make up the Contract shall remain unchanged and the Contract, as herein modified, shall continue in full force and effect as therein and herein written.

NOW, THEREFORE, Bank and Borrower, in consideration of the premises and the sum of One Dollar (\$1.00) to each in hand paid by the other, receipt and sufficiency of which are hereby acknowledged by each, do hereby agree as follows:

Section 1. Modification. The Contract shall be, and the same is, modified in the manner set forth in **Attachment 2**.

Section 2. Effect of Modification. Nothing contained in this Modification Agreement shall in any way impair the security now held for the indebtedness evidenced by the Contract or the lien priority thereof, nor waive, annul, vary or affect any provision, condition, covenant and agreement contained in the Contract, nor affect or impair any rights, powers and remedies under the Contract, except as herein specifically modified to do any one or more of the foregoing. If any provision in this Modification Agreement shall be interpreted or applied by a court or other tribunal with personal and subject matter jurisdiction over the parties hereto and the Contract, as modified, so as to impair the security now held for the indebtedness or lien priority thereof, or do any one or more of any of the foregoing, such provision shall be ineffective to the extent it causes an impairment of such security or the lien priority thereof or causes any of such other consequences, or the application thereof shall be in a manner and to an extent which does not impair such security or the lien priority thereof, or result in the occurrence of any of the other consequences. This Modification Agreement does not extend the expiration dates or enlarge the terms of any property, physical damage, credit and any other insurance written in connection with or financed by said Contract.

Section 3. Financing Statements. Borrower irrevocably authorizes Bank to file such financing statements as may be necessary to protect, in Bank's opinion, Bank's security interests and liens and, to the extent Bank deems necessary or appropriate, to sign the name of Borrower with the same force and effect as if signed by Borrower and to make public in financing statements and other public filings such information regarding Borrower as Bank deems necessary or appropriate, including, without limitation, federal tax identification numbers, social security numbers and other identifying information.

EXHIBIT

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Section 4. Credit Investigations; Bank's Responsibilities. Bank is irrevocably authorized by Borrower to make and have made such credit investigations as it deems appropriate to evaluate Borrower's credit, personal and financial standing and employment, and Borrower authorizes Bank to share with consumer reporting agencies and creditors its experiences with Borrower and other information in Bank's possession relative to Borrower. Bank shall not have any obligation or responsibility to do any of the following: (1) protect and preserve any collateral and other security given or to be given in connection with the Contract, as herein modified, against the rights of third persons having an interest therein; (2) provide information to third persons relative to the Contract, as herein modified, Bank's liens and security interests in any collateral and other security, or otherwise with respect to Borrower; and (3) subordinate its liens and security interests in any collateral and other security to the interests of any third persons or to enter into control agreements relative to such collateral and other security.

Section 5. Usury. Bank does not intend to and shall not reserve, charge and collect interest, fees and charges under the Contract, as herein modified, in excess of the maximum rates and amounts permitted by applicable law. If any interest, fees and charges are reserved, charged and collected in excess of the maximum rates and amounts, it shall be construed as a mutual mistake, appropriate adjustments shall be made by Bank and to the extent paid, the excess shall be returned to the person making such a payment.

Section 6. Documentary Stamps, etc. To the extent not prohibited by law and notwithstanding who is liable for payment of the taxes and fees, Borrower shall pay, on Bank's demand, all intangible taxes, documentary stamp taxes, excise taxes and other similar taxes assessed, charged and required to be paid in connection with this Modification Agreement, and any future extension, renewal and modification of the Contract, or assessed, charged and required to be paid in connection with any of the loan documents which make up the Contract.

Section 7. Anti-Terrorism. Borrower represents, warrants and covenants to Bank as follows: (1) Borrower (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) Borrower 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) Borrower has not and shall not use all or any part of the extension of credit evidenced by the Note, 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 8. Costs and Expenses. All of the costs and expenses incurred by Bank in connection with this Modification Agreement shall be paid by Borrower upon the request of and at the time of demand for payment thereof made by Bank on Borrower. As used herein, "costs and expenses" 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.

Section 9. Maintenance of Records. Bank is authorized to maintain, store and otherwise retain this Modification Agreement and the other documents constituting the Contract in their original, inscribed tangible forms or records thereof in an electronic medium or other non-tangible medium which permits such records to be retrieved in perceivable forms.

Section 10. Waiver of Jury Trial. Borrower, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Modification Agreement and waives any right to a trial by jury in any action or proceeding arising from or related to the Contract, as herein modified.

Section 11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State whose laws govern the Contract, excepting, however, its conflict of law provisions.

Section 12. Reservation of Rights; Entire Agreement. Bank does hereby reserve all rights and remedies it may have against all parties secondarily liable for repayment of the indebtedness evidenced by the Contract. The Contract, as herein modified, contains the entire agreement of the parties and the undersigned do hereby ratify and confirm the terms of the Contract, all of which shall remain in full force and effect, as modified herein. This Modification Agreement shall be binding upon any assignee and successor in interest of the parties hereto. Borrower waives and will not assert against any transferee and assignee of Bank any claims, defenses, set-offs and rights of recoupment which Borrower could assert against Bank, except defenses which Borrower cannot waive. All references herein to the "Modification Agreement" include any supplemental agreements filed of record to reflect modifications of any of the instruments, documents and other agreements making up the Contract that are of record.

The undersigned have executed this Modification Agreement under seal as of the day and year first above stated.

BANK:

Witness:

RBC BANK (USA)

By: _____

Michael E. Baker

Title: Banking Officer

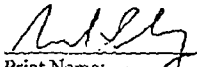
Print Name: _____

BORROWER:

Witness:



DEBORAH RICE-MARKO


Print Name: MARK S. Sharpe

Section 10. Waiver of Jury Trial. Borrower, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Modification Agreement and waives any right to a trial by jury in any action or proceeding arising from or related to the Contract, as herein modified.

Section 11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State whose laws govern the Contract, excepting, however, its conflict of law provisions.

Section 12. Reservation of Rights; Entire Agreement. Bank does hereby reserve all rights and remedies it may have against all parties secondarily liable for repayment of the indebtedness evidenced by the Contract. The Contract, as herein modified, contains the entire agreement of the parties and the undersigned do hereby ratify and confirm the terms of the Contract, all of which shall remain in full force and effect, as modified herein. This Modification Agreement shall be binding upon any assignee and successor in interest of the parties hereto. Borrower waives and will not assert against any transferee and assignee of Bank any claims, defenses, set-offs and rights of recoupment which Borrower could assert against Bank, except defenses which Borrower cannot waive. All references herein to the "Modification Agreement" include any supplemental agreements filed of record to reflect modifications of any of the instruments, documents and other agreements making up the Contract that are of record.

The undersigned have executed this Modification Agreement under seal as of the day and year first above stated.

BANK:

Witness:

RBC BANK (USA)

By: _____

Michael E. Baker

Title: Banking Officer

Print Name: _____

Ashley Keenan

Ashley Keenan

BORROWER:

Witness:

DEBORAH RICE-MARKO

Print Name: _____

**Attachment 1
To
Modification Agreement**

1. Describe Promissory Note (Date, Original Amount, Current Amount and all Modifications):

That certain promissory note dated January 11, 2007, in the face amount of Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00) executed by Borrower in favor of Bank.

2. Describe Security Documents (Type, Date and if recorded, Recording Information):

That certain Commercial Pledge Agreement (the "Security Agreement") dated January 13, 2005, executed by Borrower in favor of Bank, as modified by a modification agreement dated January 11, 2007.

Attachment 2
To
Modification Agreement

The Contract shall be, and the same is, modified as follows:

Section 1. The face amount of the Note and the maximum amount of the loan evidenced thereby are hereby decreased to One Million Eight Hundred Ninety-Five Thousand Nine Hundred Eighty-Three and 91/100 Dollars (\$1,895,983.91).

Section 2. Notwithstanding any provision in the Contract to the contrary, Borrower shall not be entitled to any further advances under the Loan.

Section 3. The interest rate is changed by changing the applicable margin over the base index. The margin over the base index is changed from 1.00% to 2.25%, effective as of the date hereof, and after the change the new interest rate will be the LIBOR Base Rate plus 2.25%.

Section 4. The following instrument is hereby deleted from the Security Documents securing the Loan: That certain Commercial Pledge Agreement dated January 13, 2005, executed by Borrower in favor of Bank, as modified by a modification agreement dated January 11, 2007.

Section 5. The principal payment terms and the interest payment terms are changed as follows: Sections 2.1 and 2.2 of the Note are hereby deleted and the following Sections 2.1 and 2.2 are substituted in their stead:

Section 2.1 Interest Payment Terms. Payments under this Note include an interest component and a principal component. The principal component is set forth in Section 2.2 below. The interest component shall be paid as follows: interest shall be payable monthly, in arrears, beginning February 15, 2009, and continuing on the same calendar day of each consecutive month thereafter until the Maturity Date, when all accrued but unpaid interest is due and payable in full.

Section 2.2 Principal Payment Terms; Maturity Date. As stated in Section 2.1 above, payments under this Note include an interest component and a principal component. The interest component is set forth in Section 2.1 above. The principal component shall be paid as follows: in three equal consecutive quarterly payments of \$100,000 each, commencing on March 15, 2009, and continuing on June 15, 2009, and September 15, 2009. A final payment of the entire balance of principal, interest, fees, premiums, charges and costs and expenses then outstanding on this Note shall be due and payable in full on December 15, 2009 (the "Maturity Date").

Section 6. In addition to and not in lieu of the Security Documents referred to in Attachment 1, the Contract shall be secured by the following instruments:

- A. That certain Mortgage, Assignment of Rents, and Security Agreement executed by The Brothers of SC, LLC, successor by merger to The Brothers of NC, LLC, in favor of Bank, dated October 11, 2007, and recorded October 12, 2007, in Book B139, page 715, in the Clerk of Court of Florence County, S.C., as amended by a Modification Agreement dated of even date herewith.
- B. That certain Assignment of Leases, Rents and Profits executed by The Brothers of SC, LLC, successor by merger to The Brothers of NC, LLC, in favor of Bank, dated October 11, 2007, and recorded October 12, 2007, in Book B139, page 738, in the Clerk of Court of Florence County, S.C., as amended by a Modification Agreement dated of even date herewith.

- C. That certain Mortgage, Assignment of Rents, and Security Agreement dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of Bank, recorded on March 20, 2008, in Book L654, page 631, of the RMC Office for Charleston County, S.C., as amended by a Modification Agreement dated of even date herewith.
- D. That certain Assignment of Leases, Rents and Profits dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of Bank, recorded on March 20, 2008, in Book N654, page 045, in the RMC Office for Charleston County, S.C., as amended by a Modification Agreement dated of even date herewith.
- E. That certain Mortgage executed by Deborah Rice-Marko in favor of Bank dated May 19, 2000, recorded on May 23, 2000, in the RMC Office for Charleston County, South Carolina in Book A348, Page 632, as modified by Modification Agreement Supplement dated March 23, 2006, and recorded in the aforesaid RMC Office on March 27, 2006, in Book O577, page 586, and as modified by a Modification Agreement Supplement dated July 18, 2007, recorded in the aforesaid RMC Office on July 23, 2007, in Book F633, Page 714; and as assumed by Royal Beach Properties, LLC pursuant to an Assignment and Assumption Agreement dated August 26, 2008, between Deborah Rice-Marko and Royal Beach Properties, LLC, and recorded in the aforesaid RMC Office September 4, 2008, in Book 0008, at page 071; and as modified by a Modification Agreement Supplement dated August 26, 2008, and recorded in the aforesaid RMC Office in Book 0008, page 072, and as amended by a Modification Agreement dated of even date herewith.
- F. That certain Mortgage, Assignment of Rents, and Security Agreement dated November 9, 2007, and executed by ROA, LLC, in favor of Bank, recorded on November 14, 2007, in Book A644, page 387, in the RMC Office for Charleston County, S.C., as amended by a Modification Agreement dated of even date herewith.
- G. That certain Assignment of Leases, Rents and Profits dated November 9, 2007, and executed by ROA, LLC, in favor of Bank, recorded on November 14, 2007, in Book B644, page 505, in the RMC Office for Charleston County, S.C., as amended by a Modification Agreement dated of even date herewith.

Section 7. In addition to and not in lieu of the Events of the Default set forth in the Contract, each of the following shall constitute an Event of Default under the Contract, including without limitation the Note:

- A. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by ROA, LLC in favor of Bank, including without limitation (i) that certain promissory note dated June 24, 2005, in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, and as amended by a Modification Agreement dated March 22, 2007, as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith; and (ii) that certain promissory note dated November 9, 2007, in the face amount of Three Million Nine Hundred Twenty Thousand and 00/100 Dollars (\$3,920,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, as amended by a Modification Agreement dated of even date herewith.
- B. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by USS Clarksville, LLC in favor of Bank, including without limitation that certain Promissory Note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of Bank, as amended by a Modification Agreement dated August 30, 2006, which

decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, and as amended pursuant to a Modification Agreement dated March 22, 2007, as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith.

- C. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Liberty Cottages, LLC in favor of Bank, including without limitation that certain promissory note dated March 22, 2007, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), executed by Liberty Cottages, LLC, in favor of Bank, as amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith.
- D. The occurrence of an Event of Default under and as defined in that certain promissory note dated October 11, 2007, in the original principal amount of Four Million Nine Hundred Thousand and 00/100 Dollars (\$4,900,000.00), executed by The Brothers of SC, LLC, in favor of Bank, as amended by a Modification Agreement dated of even date herewith, or under any and all extensions, renewals or further modifications thereof.
- E. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Royal Beach Properties, LLC in favor of Bank, including without limitation that certain commercial note dated May 19, 2000, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended and increased to Three Million Two Hundred Sixty-Two Thousand Five Hundred and No/100 Dollars (\$3,262,500.00) pursuant to a Modification Agreement dated March 23, 2006, and as further amended pursuant to a Modification Agreement dated August 30, 2006, and as further amended pursuant to a Modification Agreement dated July 18, 2007, as assumed by Royal Beach Properties, LLC, pursuant to an Assignment and Assumption Agreement dated August 26, 2008, between Deborah Rice-Marko, as assignor, Royal Beach Properties, LLC, as assignee, and Bank, and as further amended by a Modification Agreement dated of even date herewith.
- F. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Borrower in favor of Bank, including without limitation the Note, as amended by this Modification Agreement.

Section 8. That certain Commercial Pledge Agreement dated January 13, 2005, executed by Borrower in favor of Bank, as modified by a modification agreement dated January 11, 2007, is further amended as follows: Notwithstanding any provision in the said Commercial Pledge Agreement to the contrary, the term "Indebtedness" shall mean, and the said Commercial Pledge Agreement shall secure payment and performance of, among other indebtedness and obligations as provided therein, each and all of the following (collectively, the "Restated Indebtedness"):

- (1) All Indebtedness now owing by Borrower to Bank, including without limitation the Note; and all Indebtedness that may arise and be owing by Borrower to Bank in the future, including future advances;
- (2) All Indebtedness now owing by ROA, LLC, to Bank, and all Indebtedness that may arise and be owing by ROA, LLC to Bank in the future, including future advances, and including without limitation (i) that certain promissory note dated June 24, 2005, in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars

(\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, as amended by a Modification Agreement dated March 22, 2007, as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith; and (ii) that certain promissory note dated November 9, 2007, in the face amount of Three Million Nine Hundred Twenty Thousand and 00/100 Dollars (\$3,920,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, and amended by a Modification Agreement dated of even date herewith;

(3) All Indebtedness now owing by USS Clarksville, LLC to Bank, and all Indebtedness that may arise and be owing by USS Clarksville, LLC to Bank in the future, including future advances, and including without limitation that certain Promissory Note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, and as amended pursuant to a Modification Agreement dated March 22, 2007, and as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith;

(4) All Indebtedness now owing by Liberty Cottages, LLC to Bank, and all Indebtedness that may arise and be owing by Liberty Cottages to Bank in the future, including future advances, and including without limitation that certain promissory note dated March 22, 2007, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), executed by Liberty Cottages, LLC, in favor of Bank, as amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith;

(5) That certain promissory note dated October 11, 2007, in the original principal amount of Four Million Nine Hundred Thousand and 00/100 Dollars (\$4,900,000.00), executed by The Brothers of SC, LLC, in favor of Bank, as amended by a Modification Agreement dated of even date herewith, and any and all extensions, renewals and further modifications thereof; and

(6) All Indebtedness now owing by Royal Beach Properties, LLC to Bank, and all Indebtedness that may arise and be owing by Royal Beach Properties, LLC to Bank in the future, including future advances, and including without limitation that certain commercial note dated May 19, 2000, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended and increased to Three Million Two Hundred Sixty-Two Thousand Five Hundred and No/100 Dollars (\$3,262,500.00) pursuant to a Modification Agreement dated March 23, 2006, and as further amended pursuant to a Modification Agreement dated August 30, 2006, and as further amended pursuant to a Modification Agreement dated July 18, 2007, as assumed by Royal Beach Properties, LLC, pursuant to an Assignment and Assumption Agreement dated August 26, 2008, between Deborah Rice-Marko, as assignor, Royal Beach Properties, LLC, as assignee, and Bank, and as further amended by a Modification Agreement dated of even date herewith.

Bank Use Only:	Customer Number _____
	Account Number _____

RBC Bank

Amended and Restated Promissory Note (Variable Rate - NPF)

\$1,595,983.91

Charleston, South Carolina
July 15, 2011

This Note amends and restates that certain Promissory Note dated January 13, 2005, made by Borrower in favor of Bank (as successor in interest to RBC Centura Bank) in the original principal amount of \$5,000,000 (as amended, modified, replaced or restated prior to the date hereof, the "Original Note")

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to RBC BANK (USA) ("Bank"), or order, the principal sum of One Million Five Hundred Ninety-Five Thousand Nine Hundred Eighty-Three and 91/100 Dollars (\$1,595,983.91), together with interest, fees, premiums, charges and costs and expenses as set forth in this Note. Payments by Borrower under this Note will be made as provided in this Note and will be payable at any banking office of Bank in the city or town indicated above, or such other place as the holder of this Note may designate.

Interest Rates

Except as provided below, prior to maturity of this Note, interest will accrue on the unpaid principal of this Note at the greater of (1) the Minimum Interest Rate and (2) an interest rate per annum equal to four percent (4.0%) plus the LIBOR Base Rate. The "LIBOR Base Rate" is the London Interbank Offer Rate for U.S. Dollars for a term of one month which appears on Bloomberg Professional screen BBAM (or any generally recognized successor method or means of publication) as of 11:00 a.m., London time, two (2) London business days prior to the day on which the rate will become effective. The rate for the first month or part thereof will initially become effective on the date of the Note as shown on the face hereof. Thereafter, the rate will change and a new rate will become effective on the first calendar day of each succeeding month. If for any reason the London Interbank Offer Rate is not available, then the "LIBOR Base Rate" shall mean the rate per annum which banks charge each other in a market comparable to England's Eurodollar market on short-term money in U.S. Dollars for an amount substantially equivalent to the principal amount due under this Note as determined at 11:00 A.M., London time, two (2) London business days prior to the day on which the rate will become effective, as determined in Bank's sole discretion. Bank's determination of such interest rate shall be conclusive, absent manifest error.

Upon the occurrence of an Event of Default, but prior to maturity of this Note, at Bank's option, interest will accrue on the unpaid principal of this Note at the Default Rate. After maturity of this Note, until this Note is paid in full, interest will accrue on the unpaid principal of this Note, and all unpaid interest, fees, premiums, charges and costs and expenses, at the Default Rate. The "Default Rate" is three percent (3.0%) per annum over the rate otherwise in effect at the time of such default.

This is a variable rate note with a Minimum Interest Rate. The rates at which interest accrues under this Note may change from time to time. Any changes in the interest accrual rates will equal changes in the variable rate index to which such interest rates are tied. But, the rates at which interest accrues under this Note and the rates at which interest accrues under the other Loan Documents will not, at any time, be less than the Minimum Interest Rate, even if a change in the aforementioned variable rate index would result in lower interest rates. Bank will not have any obligation to notify Borrower of adjustments in any interest rates under this Note or any of the other Loan Documents. Adjustments to any rate of interest will be effective on the date of the change in the variable rate index, as determined by Bank.

All interest payable under this Note will be calculated monthly and will accrue daily on the basis of the actual number of calendar days elapsed and a year of three hundred sixty (360) calendar days. All accrual rates of

~#4817-7873-5753 v.3~

EXHIBIT

AA

interest under this Note will be contract rates of interest, whether a pre-default rate or a default rate, and references to contract rates in any Loan Documents executed and delivered by Borrower or others to Bank in connection with this Note will be to such contract rates.

Payment Terms

Prior to maturity of this Note, principal and interest will be paid as set forth in the Forbearance Agreement (hereinafter defined) until July 15, 2013 (the "Maturity Date"), when one final payment of the entire balance of principal, interest, fees, premiums, charges and costs and expenses then outstanding on this Note will be due and payable in full.

If Borrower has authorized Bank, or in the future authorizes Bank, in writing, to automatically draft Borrower's payments under this Note, then on each payment date Bank will draw or debit from the demand deposit account or other account Borrower has designated for such purpose, as shown on Bank's records, the amount of the payment then owing, and Bank will draw or debit from such designated account any other amounts Borrower then owes Bank under this Note and under any of the other Loan Documents. Bank generally will provide Borrower approximately ten (10) calendar days prior notice of each draw or debit, but Bank's failure to provide Borrower prior notice will not limit, negate or otherwise affect Bank's right to draw or debit, or Borrower's obligation to have sufficient available funds on deposit at the time Bank draws or debits Borrower's account. Bank's right to draw upon or debit Borrower's account will not relieve Borrower of its repayment obligations under this Note and the other Loan Documents, and the lack of available funds to pay the amount due at the time Bank draws upon or debits Borrower's account will be an Event of Default.

Payments made under this Note will be applied in such order as Bank, in its discretion, determines appropriate, unless applicable law mandates a specific order for application of payments. Payments received on a day other than a Business Day will be deemed received by Bank on the immediately following Business Day and payments received after 2:00 p.m. (local time in the place designated above for payment) on any Business Day will be deemed received by Bank on the next Business Day.

This Note may be prepaid in whole, or in part, at any time without any fee or premium.

Supporting Documents

Borrower, certain Affiliates of Borrower, and Bank have entered into a Forbearance Agreement (the "Forbearance Agreement") dated as of the date of this Note. The terms of the Forbearance Agreement are incorporated into this Note. Capitalized terms used herein but not defined have the meaning given to such terms in the Forbearance Agreement.

This Note is secured by the Security Documents. The Security Documents include but are not limited to the following Mortgages (as amended or modified from time to time): (i) Mortgage, Assignment of Rents and Security Agreement dated November 18, 2005, made by Evelyn D. Rice in favor of the Bank and recorded in Book 5046, Page 049, Dorchester County Registry; (ii) Mortgage, Security Agreement and Financing Statement dated June 24, 2005, made by 1031, LLC, Exchange Accommodation Title Holder for ROA, LLC, in favor of the Bank and recorded in Book S 544, Page 714, Charleston County Registry; (iii) Mortgage, Assignment of Rents and Security Agreement dated November 9, 2007, made by ROA, LLC in favor of the Bank and recorded in Book A 644, Page 387, Charleston County Registry; (iv) Mortgage dated May 19, 2000, made by Deborah Rice-Marko in favor of the Bank and recorded in Book A 348, Page 632, Charleston County Registry; (v) Mortgage and Security Agreement dated August 7, 2001, in favor of the Bank and recorded in Book 2778, Page 0676, Horry County Registry; and (vi) Mortgage, Assignment of Rents and Security Agreement dated October 11, 2007, made by The Brothers of SC, LLC in favor of the Bank and recorded in Book B 139, Page 0715, Florence County Registry. The following is a general reference to the real property encumbered by such Mortgages: (i) 12,600 sq. ft. retail building located in North Charleston, SC; (ii) 33 age-restricted lots located in Mount Pleasant, SC; (iii) Approximately 9,075 sq. ft. office building located on King Street, Charleston, SC; (iv) Ocean front lot at Kiawah Island, SC; (v) Ocean front lot at Myrtle Beach, SC; and (vi) Office building located in Florence, SC.

Late Charges and Expenses

Borrower agrees to pay, upon demand by Bank, for each payment past due for fifteen (15) or more calendar days, a late charge in an amount equal to the lesser of (1) five percent (5%) of the amount of the payment past due or (2) the maximum percentage of the payment past due permitted by applicable law, or the maximum amount if not expressed as a percentage.

If this Note is not paid in full whenever it becomes due and payable, Borrower agrees to pay all of Bank's costs and expenses of collection, including reasonable attorneys' fees. Borrower hereby stipulates that reasonable attorneys' fees will be fifteen percent (15%) of the balance of principal, interest, fees, premiums, charges and costs and expenses outstanding at the time this Note becomes due and payable in full.

Default and Acceleration

Any one or more of the following will constitute an "Event of Default" under this Note: (1) the failure of Borrower to pay when due any payment described herein, whether principal, interest, fees, premiums, charges or costs and expenses; (2) the breach by Borrower of any of its non-payment obligations under this Note; (3) the occurrence of an Event of Default under Forbearance Agreement, any of the Security Documents or any of the other Loan Documents; (4) the termination or attempted termination, in whole or in part as to present or future obligations, of any guaranty of, or other supporting obligation for the Loan that has been given or that may be given in the future by any Person; or (5) the occurrence of a default or an event of default under any other indebtedness or obligation now owing or in the future owing by Borrower to Bank and the failure of such default to be cured within any applicable grace period.

Upon the occurrence of an Event of Default, (1) the entire unpaid principal balance of this Note and all interest, fees, premiums, charges, costs and expenses owing and to be owing under this Note, will, at the option of Bank, become immediately due and payable, without notice or demand, and (2) the Bank may, both before and after acceleration, exercise any of and all of its other rights and remedies under this Note and the other Loan Documents, as well as any additional rights and remedies it may have at law or in equity. The failure by Bank to exercise any of its options will not constitute a waiver of the right to exercise same in the event of any subsequent Default or Event of Default.

General Terms

This Note amends and restates the terms of the Original Note. This amendment and restatement is not intended by the parties to be, nor shall it be construed as, a novation, termination, waiver, release, satisfaction, accord or accord and satisfaction of the Original Note or the indebtedness evidenced thereby. This Note is secured by all liens, security interests, assignments, pledges, rights and remedies securing the Original Note and evidences all indebtedness previously advanced and unpaid under the Original Note.

Borrower waives presentment, demand, protest and notice of dishonor.

Time is of the essence for the performance of all of Borrower's covenants and agreements set forth in this Note, including its payment obligations under this Note.

Payment of this Note in whole or in part, or any other partial or full satisfaction or discharge of Borrower or Borrower's obligations under this Note, will not release or otherwise terminate any of the security interests or liens created by any of the Security Documents, or entitle any Person to a release or termination thereof; the terms of each Security Document will be determinative of when and the conditions under which any of the security interests or liens created by such Security Document will be released or otherwise terminated.

This Note will be governed by the substantive laws of the State of South Carolina, excluding, however, the conflict of law and choice of law provisions thereof. Borrower submits to the jurisdiction of either the state courts of the jurisdiction whose laws govern this Note, or a United States District Court for any federal district in such jurisdiction, over any action or proceeding arising from or related to this Note; and, Borrower irrevocably waives the defense of improper venue or an inconvenient forum.

Each provision of this Note will be interpreted in a manner so as to be valid under applicable law, but if any provision of this Note is held invalid under such law by a court or other tribunal of competent jurisdiction, the provision will be ineffective to the extent of such invalidity without invalidating the remainder of such provision or the remaining provisions of this Note, or the application thereof will be in a manner and to an extent permissible under applicable law.

If the rate at which interest accrues under this Note exceeds at any time the maximum contract rate which may be charged to or collected from Borrower on the Loan under applicable law, or if any fees, premiums, charges or costs and expenses assessed against or collected from Borrower exceed those permitted by law, then *ipso facto* the same will be reduced to the limits prescribed by law; and, if Bank receives any interest, fees, premiums, charges or costs and expenses in excess of any limits prescribed by law, such excess will be applied to the reduction of the

principal balance owing under this Note in the inverse order of its maturity, even if not then due, or at the option of Bank, paid to Borrower.

Borrower, to the extent permitted by law, waives any right to a trial by jury in any action or proceeding arising from or related to this Note.

This Note will apply to and bind Borrower's successors and assigns. At any time or times and without notice to Borrower or any other Person, Bank may sell one or more participations in the Loan and may assign this Note in whole or in part; and, this Note will apply to, be binding upon and inure to the benefit of each one of and all of Bank's participants, successors and assigns, including any Person that may administer or service this Note for any holder of this Note or any participants in the Loan. Bank may disclose financial and other information concerning Borrower and any other Person obligated on the Loan to any participant or prospective participant, and to any assignee or prospective assignee.

This Note and the other Loan Documents contain the entire/final agreement between Borrower and Bank relative to the Loan. Bank will be under no obligation to extend, renew or refinance the Loan at its maturity or at any time prior or subsequent thereto, or amend, modify or change any provision of this Note. This Note and any of the rights and remedies of any of the parties to this Note may not be changed or waived orally, but only by an agreement in writing signed by the party against whom enforcement of any change or waiver is sought.

Anti-Money Laundering

Borrower represents and warrants to Bank as follows: (1) Borrower is not and will not be a Person whose property or interest in property is blocked or subject to blocking pursuant to applicable laws; (2) Borrower is not and will not be a Person on the list of Specially Designated Nationals and Blocked Persons and Borrower is not and will not be subject to any limitations or prohibitions under any regulations or orders of the U.S. Department of Treasury's Office of Foreign Assets Control; and (3) Borrower is and will remain in compliance with and does not and will not engage in any dealings or transactions prohibited by applicable laws, including the USA Patriot Act, the Trading with the Enemy Act or the U.S. Foreign Corrupt Practices Act of 1977, all as amended.

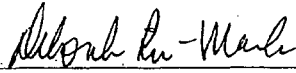
Definitions

In this Note: (1) "Borrower" refers to all signatories of this Note collectively and severally, as the context of this Note requires, and all signatories of this Note will be and the same are jointly and severally liable hereunder; (2) "Loan" refers to the loan or other credit facility evidenced by this Note; (3) "Loan Documents" refers to this Note, the Forbearance Agreement, the Security Documents, the "Loan Documents" as defined in the Forbearance Agreement, and all other documents and agreements executed/delivered to Bank, or others on Bank's behalf, in connection with this Note or the Loan, and all of the Loan Documents will be applied and enforced in harmony with each other to the end that the Bank fully realizes its rights and benefits under each and all of the Loan Documents, including full payment and satisfaction of all indebtedness and obligations evidenced by or secured by each and all of the Loan Documents; (4) "maturity of this Note" refers to the date on which payment of the entire balance of principal then outstanding on this Note becomes due and payable in full, whether on the Maturity Date, by acceleration or otherwise; (5) "Minimum Interest Rate" means four percent (4.00%) per annum, which is the lowest per annum rate at which interest will accrue under this Note and under the other Loan Documents; (6) "Note" refers to this Amended and Restated Promissory Note; (7) "Person" is defined in the Forbearance Agreement; (8) "Security Documents" refers to the Security Documents as defined in the Forbearance Agreement and includes supporting obligations which reference that they secure this Note or reference that they secure all obligations of Borrower to Bank, and includes all Security Documents and supporting obligations shown on Bank's records as being Security Documents or supporting obligations that secure this Note, whether or not such Security Documents or supporting obligations correctly or accurately refer to this Note; (9) the singular includes the plural and vice versa; (10) words in the neuter gender include any gender; (11) "including" means "including but not limited to"; (12) "and" may have a joint meaning or a several meaning and "or" may have an inclusive meaning or an exclusive meaning; and (13) the word "all" includes "any" and the word "any" includes "all".

EXECUTED under SEAL by the undersigned as of the day and year first above stated.

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.


_____[SEAL]
Deborah Rice-Marko, individually

Customer No. _____
Loan No. _____

RBC Centura

Commercial Promissory Note (SD - F&V)

\$3,920,000.00

Charleston, South Carolina
November 9, 2007

Master Note

FOR VALUE RECEIVED, the undersigned ROA, LLC, a South Carolina limited liability company (whether one or more, "Borrower") promises to pay to RBC CENTURA BANK ("Bank"), or order, the sum of Three Million Nine Hundred Twenty Thousand and No/100 Dollars (\$3,920,000.00), or so much thereof as shall have been disbursed from time to time and remains unpaid, together with interest at the rate and payable in the manner hereinafter stated. Principal and interest shall be payable at any banking office of Bank in the city or town indicated above, or such other place as the holder of this Note may designate.

Article I. Interest Rate.

Section 1.1. Rate of Accrual. Interest will accrue on the unpaid principal balance at the rate set forth in Section 1.2.1. until maturity of this Note, whether such maturity occurs by acceleration or on the Maturity Date; and, at Bank's option, interest at the foregoing rate will accrue on any unpaid interest before such maturity. Interest will accrue on any unpaid balance owing under this Note, whether principal, interest, fees, premiums, charges or costs and expenses, after maturity at the rate set forth in Section 1.2.2. All accrual rates of interest under this Note will be contract rates of interest, whether a pre-default rate or a default rate, and references to contract rates in any loan documents executed and delivered by Borrower or others to Bank in connection with this Note shall be to such contract rates.

Section 1.2. Interest Rates.

1.2.1. Pre-Default Rate. Subject to the provisions of Section 1.2.2. below, interest payable on this Note per annum will accrue at 1.75% plus the LIBOR Base Rate. The "LIBOR Base Rate" is the London Interbank Offer Rate for United States Dollars for a term of one month which appears on Telerate Page 3750, Bloomberg Professional Screen BBAM (or any generally recognized successor method or means of publication) as of 11:00 a.m., London time, two (2) London business days prior to the day on which the rate will become effective. The rate for the first month or part thereof will initially become effective on the date of the Note as shown on the face hereof. Thereafter, the rate will change and a new rate will become effective on the first calendar day of each succeeding month. If for any reason the London Interbank Offer Rate is not available, then the "LIBOR Base Rate" shall mean the rate per annum which banks charge each other in a market comparable to England's Eurodollar market on short-term money in U.S. Dollars for an amount substantially equivalent to the principal amount due under this Note as determined at 11:00 A.M., London time, two (2) London business days prior to the day on which the rate will become effective, as determined in the Bank's sole discretion. Bank's determination of such interest rate shall be conclusive, absent manifest error.

1.2.2. Default Rate. Upon the nonpayment of any payment of interest described herein, Bank, at its option and without accelerating this Note, may accrue interest on such unpaid interest at a rate per annum ("Default Rate") equal to the lesser of the maximum contract rate of interest that may be charged to and collected from Borrower on the loan evidenced by this Note under applicable law or five percent (5.0%) plus the pre-default interest rate otherwise applicable hereunder, as set forth in Section 1.2.1. After maturity of this Note, whether by acceleration or otherwise, interest will accrue on the unpaid principal of this Note, any accrued but unpaid interest and all fees, premiums, charges and costs and expenses owing hereunder at the Default Rate until this Note is paid in full, whether this Note

is paid in full pre-judgment or post-judgment.

1.2.3. Variable Rate; Calculation of Interest.

1.2.3.1. Variable Rate. This is a variable rate note. Any change in the rate of interest payable under this Note will equal the change in the variable rate index to which such rate is tied, but the rate at which interest accrues under this Note shall never exceed the maximum contract rate which may be charged to and collected from Borrower on the loan evidenced by this Note under applicable law. Bank shall have no obligation to notify Borrower of adjustments in the rate of interest payable under this Note. Adjustments to the rate of interest will be effective on the first day of the calendar month next following any change in the variable rate index, with the rate being adjusted to reflect the most recent change in the variable rate index.

1.2.3.2. Calculation of Interest. All interest payable under this Note shall accrue daily and be calculated on the basis of the actual number of days elapsed and a year of three hundred sixty-five (365) days. In computing the number of days during which interest accrues, the day on which funds are initially advanced shall be included regardless of the time of day such advance is made, and the day on which funds are repaid shall be included unless repayment is credited prior to close of business. Payments in federal funds, immediately available in the place designated for payment, received by Bank prior to 2:00 p.m. local time at said place of payment, shall be credited as if received prior to close of business on the day the funds are immediately available; while other payments, at the option of Bank, may not be credited until such payments are immediately available to Bank, in federal funds, in the place designated for payment, prior to 2:00 p.m. local time at said place of payment on a day on which Bank is open for business.

Article II. Payment Terms.

Section 2.1. Interest Payment Terms. Payments under this Note include an interest component and a principal component. The principal component is set forth in Section 2.2 below. The interest component shall be paid as follows: interest shall be payable monthly, in arrears, beginning December 5, 2007, and continuing on the same calendar day of each consecutive month thereafter until the Maturity Date, when all accrued but unpaid interest is due and payable in full.

Section 2.2. Principal Payment Terms; Maturity Date. As stated in Section 2.1 above, payments under this Note include an interest component and a principal component. The interest component is set forth in Section 2.1 above. The principal component shall be paid as follows: in 41 equal consecutive monthly payments of \$13,066.67 each, commencing on June 5, 2009, and continuing on the same day of each calendar month thereafter until November 5, 2012 (herein referred to as the "Maturity Date"), when one final payment of the entire balance of principal, interest, fees, premiums, charges and costs and expenses then outstanding on this Note shall be due and payable in full.

Section 2.3. Prepayment. This Note may be prepaid in whole, or in part without premium or notice.

Section 2.4. Application of Payments. All payments made on this Note shall be applied first to payment of all late fees, charges, premiums and costs and expenses due but unpaid under this Note, then to accrued but unpaid interest and finally to principal, in the inverse order of the payment dates therefor, unless Bank determines in its sole discretion to apply payments in a different order or applicable law requires a different application of payments. The partial prepayment of this Note, if permitted, shall not result in a payment holiday or any other deferral of any regularly scheduled payments under this Note, all of which shall be made as and when the same are scheduled to be paid.

Article III. Loan Agreement and Security.

Section 3.1. Loan Agreement. The loan evidenced by this Note was made pursuant to a commitment letter ("Commitment Letter") from Bank to Borrower dated October 24, 2007. Borrower and Bank have entered into a loan agreement dated of even date herewith ("Loan Agreement"). Borrower shall perform and abide by, as and when so required, each and all of the covenants, terms and conditions imposed upon or applicable to Borrower in the

Commitment Letter and all security documents and other agreements referenced in the Commitment Letter, as well as the Loan Agreement and all security documents and other agreements referenced in the Loan Agreement.

Section 3.2. Security Documents. This Note is secured by (1) the security documents and other supporting obligations identified in the Commitment Letter and by those identified in the Loan Agreement, (2) the security documents and other supporting obligations which reference that they secure this Note, (3) any security documents and other supporting obligations which reference that they secure all indebtedness or other obligations owing from time to time by Borrower to Bank, and (4) any security documents and other supporting obligations which reference that they secure all indebtedness owing from time to time from Borrower to Bank other than consumer credit as defined under the Federal Reserve Board's Regulation Z (Truth-in-Lending) (12 CFR 226 et seq.) ("security documents").

Article IV. Default and Acceleration.

Section 4.1. Late Charges and Expenses. Borrower agrees to pay, upon demand by Bank or if demand is not sooner made, on maturity of this Note, whether such maturity occurs by acceleration or on the Maturity Date, for each payment past due for fifteen (15) or more calendar days, a late charge in an amount equal to the lesser of (1) four percent (4%) of the amount of the payment past due or (2) the maximum percentage of the payment past due permitted by applicable law, or the maximum amount if not expressed as a percentage. If this Note is not paid in full whenever it becomes due and payable, Borrower agrees to pay all costs and expenses of collection, including reasonable attorneys' fees. The Borrower hereby stipulates that reasonable attorneys' fees shall be fifteen percent (15%) of the outstanding balance (principal, interest, fees, premiums, charges and costs and expenses) owing under this Note after default and, if applicable law prohibits payment of attorneys' fees when collection is through an attorney who is a salaried employee of Bank, referral to an attorney not a salaried employee of the Bank.

Section 4.2. Default. Any one or more of the following shall constitute an event of default ("Event of Default") under this Note: (1) the failure of Borrower to make when due any payment described herein, whether of principal, interest or otherwise; (2) the failure of Borrower to perform any of the other terms and conditions of this Note or any of the terms and conditions of the Loan Agreement (if any) or the other security documents executed and delivered by Borrower to Bank, or to another person for Bank's benefit, as and when the same are required to be so performed, or the occurrence of some other default by Borrower under this Note, the Loan Agreement (if any) or any of the other security documents; (3) the failure of any other person obligated for the payment of this Note, either directly or indirectly, or obligated under the Loan Agreement or any of the other security documents to perform any of the terms and conditions imposed upon such other person by any of said agreements or documents, as and when the same are required to be so performed, or the occurrence of some other default by such other person under any of said agreements or security documents; (4) the application for the appointment of a receiver for Borrower or the filing of a petition under any provisions of the United States Bankruptcy Code or other state or federal insolvency proceeding by or against Borrower or any assignment for the benefit of creditors by or against Borrower; (5) if Borrower is an individual, Borrower's death, physical disability or mental incompetency, and if Borrower is not an individual, the dissolution, termination of existence, merger or change in control of or in Borrower; (6) the failure of Borrower to furnish from time to time, at Bank's request, financial information with respect to Borrower; (7) the occurrence, in Bank's opinion, of a material adverse change in Borrower's business or financial condition, or if, in Bank's opinion, there is an impairment of the prospect of repayment of any portion of this Note or an impairment of the value or priority of Bank's security interests in any collateral securing repayment of this Note; (8) the failure of Borrower to perform or other default by Borrower under any other now existing or hereafter arising monetary or non-monetary obligation due, owing or otherwise required to be performed or observed by Borrower to or in favor of Bank, or if Borrower is not an individual, default by any subsidiary of Borrower under any indebtedness or other obligation now or hereafter owing by any such subsidiary to Bank; (9) any past, present or future representation or warranty made by Borrower to Bank under this Note or in connection with the loan evidenced by this Note proves to be false in any material respect; or (10) the termination of any guaranty agreement or other supporting obligation (inclusive of letters of credit) which applies to this Note or any other security document which applies to this Note.

Section 4.3. Acceleration. Upon the occurrence of 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 under this Note, (1) the entire unpaid principal balance of this Note, together with all other amounts owing and all other amounts to be owing under

this Note, shall, at the option of Bank, become immediately due and payable, without notice or demand, and (2) the Bank may, both before and after acceleration, exercise any of and all of its other rights and remedies under this Note and the other loan documents, as well as any additional rights and remedies it may have at law and it may have in equity, to recover full payment of the balance (principal, interest, fees, premiums, charges and costs and expenses) owing under this Note. The failure by Bank to exercise any of its options shall not constitute a waiver of the right to exercise same in the event of any subsequent default.

Article V. Miscellaneous.

Section 5.1. Use and Application of Terms. To the end of achieving the full realization by Bank of its rights and remedies under this Note, including payment in full of the loan evidenced hereby, in using and applying the various terms, provisions and conditions in this Note, the following shall apply: (1) 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; (2) 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 legal entities, including public and quasi-public bodies, as well as individuals; (3) the term "Note" refers to this Commercial Promissory Note, the term "loan document" refers to this Note, the Commitment Letter, the Loan Agreement (if any) and any security documents and other documents and agreements executed and delivered to Bank or others on Bank's behalf in connection with this Note, and the term "Borrower" refers to all signatories of this Note collectively and severally, as the context of this Note requires, and all signatories of this Note shall be and the same are jointly and severally liable hereunder; (4) 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; (5) 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 Borrower, or by one or more subsidiaries of Borrower, or Borrower and one or more subsidiaries of Borrower, or (ii) otherwise controlled by or within the control of Borrower or any subsidiary; (6) the Commitment Letter and the other loan documents shall be applied and construed in harmony with each other to the end that Bank is ensured repayment of the loan evidenced by this Note in accordance with the terms of this Note and such other loan documents, and this Note and the other loan documents shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Note or any of the other loan documents; (7) 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 and 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, appropriate adjustments shall be made by Bank and to the extent paid, the excess shall be returned to the person making such a payment; and (8) wherever possible each provision of this Note shall be interpreted and applied in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under such law, or the application thereof 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 Note, or the application thereof shall be in a manner and to an extent permissible under applicable law.

Section 5.2. Documentary and Intangibles Taxes. To the extent not prohibited by law and notwithstanding who is liable for payment of the taxes and fees, Borrower shall pay, on Bank's demand, all intangible taxes, documentary stamp taxes, excise taxes and other similar taxes assessed, charged or required to be paid in connection with the loan evidenced by this Note, or any extension, renewal or modification of such loan, or assessed, charged or required to be paid in connection with any of the loan documents.

Section 5.3. Maintenance of Records by Bank. Bank is authorized to maintain, store and otherwise retain the loan documents in their original, inscribed tangible forms or records thereof in an electronic medium or other non-tangible medium which permits such records to be retrieved in perceivable forms.

Section 5.4. Right of Set-off; Recoupment. Upon the occurrence of 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 under this Note, Bank is authorized and empowered to apply to the payment hereof, any and all money deposited in Bank in the name

of or to the credit of Borrower, without advance notice, and is authorized to offset any obligation of Bank to Borrower to the payment hereof and is authorized to exercise its rights of recoupment relative to Borrower.

Section 5.5. Waiver. Borrower waives presentment, demand, protest and notice of dishonor, waives any rights which it may have to require Bank to proceed against any other person or property, agrees that without notice to any person and without affecting any person's liability under this Note, Bank, at any time or times, may grant extensions of the time for payment or other indulgences to any person or permit the renewal, amendment or modification of this Note or any other agreement executed and delivered by any person in connection with this Note, or permit the substitution, exchange or release of any security for this Note and may add or release any person primarily or secondarily liable, and agrees that Bank may apply all moneys made available to it from any part of the proceeds from the disposition of any security for this Note either to this Note or to any other obligation of Borrower to Bank, as Bank may elect from time to time. No act or inaction of Bank under this Note 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.

Section 5.6. Jury and Jurisdiction. This Note shall be deemed to have been executed and delivered in South Carolina 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 the State of South Carolina, excluding, however, the conflict of law and choice of law provisions thereof. Borrower, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Note.

Section 5.7. Successors and Assigns. This Note shall apply to and bind Borrower's and Bank's heirs, personal representatives, successors and assigns. All references in this Note to Bank shall include the holder hereof and this Note shall inure to the benefit of any holder, its successors and assigns; and, Borrower waives and will not assert against any transferee or assignee of this Note any claims, defenses, set-offs or rights of recoupment which Borrower could assert against Bank, except defenses which Borrower cannot waive. Borrower acknowledges that Customer Numbers and Loan Numbers may be added to this Note after execution and delivery of this Note by Borrower and if there is a section denoted "BANK USE ONLY", the information under such section may also be completed by Bank after execution and delivery of this Note. In addition, in the event the date of this Note is omitted, Borrower consents to Bank inserting the date.

Section 5.8. Master Note. If this Note is designated herein as a MASTER NOTE or is denoted on Bank's records as a MASTER NOTE, then this Note evidences a line of credit and Borrower shall be liable for only so much of the principal amount as shall be equal to the total of the amounts advanced to or for Borrower by Bank from time to time, less all payments made by or for Borrower and applied by Bank to principal, and for interest on each such advance, fees, premiums, charges and costs and expenses incurred or due hereunder, all as shown on Bank's books and records which shall be conclusive evidence of the amount owed by Borrower under this Note, absent a clear and convincing showing of bad faith or manifest error. If this is a MASTER NOTE, upon the occurrence of 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 under this Note in addition to its other rights and remedies, Bank may terminate or suspend Borrower's right to receive any future or additional advances under this Note and the other loan documents.

Section 5.9. Anti-Money Laundering and Anti-Terrorism. Borrower represents, warrants and covenants to Bank as follows: (1) Borrower (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) Borrower 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

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Patriot Act of 2001); and (3) Borrower has not and shall not use all or any part of the proceeds, advances or other amounts or sums evidenced by this Note, 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.

The undersigned has executed this Note as of the day and year first above stated.

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.

BORROWER:

ROA, LLC

By: Deborah Rice-Marko

Print Name: Deborah Rice-Marko

Title: Member

Witness:

Eric J. Davidson
Print Name: Eric J. Davidson

ATTACHMENT TO PROMISSORY NOTE

This Attachment to the Commercial Promissory Note (the "Promissory Note"), executed on the date hereof, is entered into between RBC Centura Bank and ROA, LLC. This Addendum amends and supplements the Promissory Note. In the event of any conflict between the terms of the Promissory Note and this Addendum, the terms of this Addendum shall control.

Section 1. Reasonable Attorneys Fees. Section 4.1 of the Promissory Note is hereby amended by deleting the following sentence: "The Borrower hereby stipulates that reasonable attorneys' fees shall be fifteen percent (15%) of the outstanding balance (principal, interest, fees, premiums, charges and costs and expenses) owing under this Promissory Note after default and, if applicable law prohibits payment of attorneys' fees when collection is through an attorney who is a salaried employee of Bank, referral to an attorney not a salaried employee of the Bank."

Section 2. Cure Periods. Notwithstanding any provision in the Promissory Note to the contrary:

(a) Payment Defaults. The Bank shall not exercise any remedy resulting from the occurrence of an Event of Default described in Section 4.2(1) of the Note consisting solely of the failure of Borrower to make when due any payment described in the Note, whether of principal, interest or otherwise, unless the Bank shall have first given the Borrower notice of such failure, and such failure shall have continued unremedied thereafter for ten (10) business days; provided, however, that if the Bank shall have previously given notice of such failure any one or more times, then any additional such failure by the Borrower which continues unremedied for a period of ten (10) days shall constitute an Event of Default without any requirement of notice;

(b) Other Defaults. The Bank shall not exercise any remedy resulting from the occurrence of an Event of Default described in any of Subsections 4.2(2), 4.2(3), and 4.2(6), unless the failure giving rise to such Event of Default continues unremedied for a period of thirty (30) days after written notice thereof is given by Bank to the Borrower; provided, however, that if such failure is not a failure to pay an obligation, covenant or agreement for the payment of money and is susceptible of being cured by the Borrower, but not reasonably within thirty (30) business days, no Event of Default shall be deemed to have occurred so long as the Borrower commences cure within such thirty (30) business days and diligently pursues such cure to completion and such cure is completed within ninety (90) business days;

(c) Default on Death of the Borrower. The Bank shall not exercise any remedy resulting from the occurrence of an Event of Default described in Section 4.2(5) of the Note consisting solely of death of the Borrower so long as (i) the terms of the Note are being satisfied and no other Event of Default has occurred, (ii) within 90 days after the Borrower's death, other family member(s) having a financial condition, credit history, and liquidity satisfactory to Bank in its sole discretion, including all heirs or devisees to whom title to the property securing repayment of the Note will pass, sign new loan documents assuming the obligations of the Borrower. Until the obligation to repay the note is assumed by a successor to the Borrower satisfactory to Bank in its sole discretion as set forth above, then at Bank's option no additional advances need be made by Bank under the Note. Notwithstanding the death of the Borrower, all payments required to be made shall be made under the Note as and when due.

(d) Material Adverse Change; Insecurity. Subsection 4.2(7) of the Note is hereby deleted in its entirety and the following Subsection 4.2(7) is substituted in its stead: "if, in Bank's opinion, there is an impairment of the priority of Bank's security interests in any collateral securing repayment of this Note;"

(e) Other Obligations. Subsection 4.2(8) of the Note is hereby deleted in its entirety.

Section 3. Setoff; Recoupment. Section 5.4 of the Note is hereby deleted in its entirety.

Section 4. Full Force and Effect. Except as expressly amended herein, the Promissory Note shall remain in full force and effect.

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

RBC CENTURA BANK

By: Michael E. Baker

Michael E. Baker

Title: Banking Officer

Witness: Ashley Beeman

Print Name: Ashley Beeman

ROA, LLC

By: Deborah Rice-Marko

Print Name: Deborah Rice-Marko

Title: Member

Witness: Zan Suren-Deitz

Print Name: Zan Suren-Deitz

BK A 644PG387

Space Above Line for Processing Data

Return To:

Prepared By:

Mark S. Sharpe
Post Office Box 1254
Charleston, South Carolina 29402

State of South Carolina

County of Charleston

RBC Centura

**Mortgage, Assignment of Rents and
Security Agreement**
(Future Advance; Non-Consumer)

This record, in addition to covering other property is filed as a fixture filing and covers goods that are or are to become fixtures. The real property to which the foregoing is related is described hereinbelow. The "Secured Party" is the Bank identified below and the "Debtor" is the Mortgagor identified below. The record owner is the Mortgagor. This document serves as a fixture filing under the South Carolina Uniform Commercial Code (S.C. Code §36-9-502).

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT ("Mortgage"), entered into as of the effective date as stated in the **Mortgage Supplement & Information Schedule** ("Information Schedule") attached to this Mortgage, by ROA, LLC, a South Carolina limited liability company (whether one or more, "Mortgagor") with a mailing address of 32 South Battery, Charleston, South Carolina 29401, to RBC CENTURA BANK, a North Carolina banking corporation ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220, which address is the place to which all notices and communications should be sent to Bank regarding this Mortgage.

A. Mortgagor desires to secure (1) the payment of the Obligations (as defined in the **Information Schedule**), with interest thereon, and all extensions, renewals, modifications, amendments, substitutions and replacements thereof and therefor, in whole or in part, (2) the payment of all other sums, with interest thereon, advanced in accordance with the Obligations or herewith to protect the security of this Mortgage, or advanced to protect the rights of Bank hereunder or under the Obligations, (3) the performance of the covenants and agreements contained herein and (4) the performance of the covenants and agreements contained in the Obligations and those in all documents

evidencing, securing or relating to the Obligations, by a conveyance of Mortgagor's interest in the lands and improvements and a grant of the security interests hereinafter described.

B. The maximum principal amount of the Obligations, including present and future advances and obligations, that may be secured by this Mortgage at any one time is an amount up to Eight Million and No/100 Dollars (\$8,000,000.00).

C. The period within which any and all future advances and obligations may be incurred under the Obligations is set forth in the Obligations, but in no event shall such period exceed fifteen (15) years from the effective date of this Mortgage. No written instrument or notation shall be required to evidence or secure any future advances and obligations hereunder.

D. Subject to the terms of the Obligations, the maximum amount available under the Obligations may be borrowed and repaid or reduced by partial payment and from time to time reborrowed and repaid (i.e., decrease or increase from time to time), provided the unpaid balance of the principal outstanding under the Obligations shall never exceed the maximum principal amount, including present and future advances and obligations, stated above. Nothing contained herein shall obligate Bank to make any advances to or extend credit to or for the benefit of any person obligated on the Obligations, and any such advances and extensions shall be under the terms and conditions contained in the Obligations or otherwise in the discretion of Bank.

E. The Obligations, including those presently in existence and those which may in the future come into existence, shall be evidenced by one or more instruments (to include promissory notes), chattel paper, general intangibles (to include payment intangibles), accounts, letters of credit, supporting obligations (to include guarantees), commitment letters, loan agreements, credit agreements, agreements relating to derivatives transactions (e.g. interest rate swaps, caps, floors or collar transactions, or other similar transactions made pursuant to an International Swap Dealers Association, Inc. Master Agreement or similar agreement) and other evidences of an indebtedness or other obligation owing to Bank by the person identified on the **Information Schedule** under the heading "Obligations" as the obligor or other person obligated on the Obligations, such evidences of indebtedness or other obligation and all extensions, renewals, modifications, amendments, substitutions and replacements thereof and therefor to be in a written or tangible medium, an electronic medium or in some other medium which is retrievable in a perceivable form, the terms and conditions (including the maturity dates of the Obligations) of which are incorporated herein by reference, and which Obligations may contain provisions for the adjustment of the interest rate or rates, adjustments in payments, extension or renewal of the term or terms, among other things.

NOW, THEREFORE, in consideration of the premises and for the purpose of securing the Obligations and the other indebtedness and obligations as aforesaid, and in further consideration of the sum of Ten Dollars (\$10) paid to Mortgagor by Bank, receipt of which is hereby acknowledged, Mortgagor has given, granted, bargained, sold, conveyed and mortgaged, and by these presents does give, grant, bargain, sell, convey and mortgage to Bank, its successors and assigns, upon the representations, warranties, covenants, terms and conditions set forth in this Mortgage, all of Mortgagor's right, title and interest in and to (1) the parcels of land described on **Exhibit A**, (2) the rights and benefits appurtenant to said parcels of land and (3) the buildings and other improvements (to include manufactured homes) now located thereon and thereunder and those which in the future may be or may come to be located thereon and thereunder (collectively, the "Property"), together with all equipment, fixtures, standing timber (to include timber to be cut, but this inclusion does not permit cutting of timber unless Bank agrees to such cutting in advance thereof), crops grown, growing and to be grown on the Property (to include crops that are produced on trees, vines and bushes, and aquatic goods) and other farm products (to include livestock - born and unborn, supplies and products of crops and livestock), oil, gas and other minerals and as-extracted collateral (but inclusion of as-extracted collateral does not permit extraction unless Bank agrees to such extraction in advance thereof) owned by Mortgagor and that in which the Mortgagor has any rights and interests, both now existing and located in, on, over and under the Property and that which may be hereafter acquired and located as aforesaid, whether used in connection with the ownership, possession, operation and maintenance of the Property, or otherwise (collectively, the "Collateral" and the Collateral includes any and all of the proceeds and products thereof, including insurance and condemnation proceeds, accessions and additions thereto, and replacements and substitutions therefor). **AND, IF THIS MORTGAGE SECURES A LEASEHOLD INTEREST**, Mortgagor expressly agrees that if Mortgagor shall,

at any time prior to payment in full of the Obligations and other indebtedness and obligations secured hereby, acquire fee simple title or any other greater estate to the premises described in whole or in part in this Mortgage and subject to such leasehold interest, the lien of this Mortgage shall attach to, extend to, cover and be a lien upon such fee simple title or such greater estate.

TO HAVE AND TO HOLD the Property and Collateral, with all the rights, privileges and appurtenances thereunto belonging or appertaining, to Bank, its successors and assigns, forever.

Mortgagor covenants with Bank that it is seized of the Property in fee, or if Mortgagor's interest in the Property is or includes a leasehold estate, that it holds a valid leasehold estate and interest in the Property, and in either case, that it is seized of the Collateral in fee, and has the right to convey its interest in the Property and Collateral as provided herein; that title is marketable and free and clear of all encumbrances; and that it will warrant and defend the title to the Property and Collateral against the lawful claims of all persons whomsoever, except for the exceptions set forth in the **Information Schedule** under the heading "Permitted Liens", or such other exhibit or schedule, if any, attached to this Mortgage.

Mortgagor represents, warrants, covenants and agrees with Bank as set forth above and in the Sections set forth hereinbelow:

Section 1. Future Advances. All terms and conditions under which future advances may be made, if any, are set forth in the Obligations. Bank shall make, and be obligated to make, future advances only in accordance with the terms and conditions of the Obligations, as the same may be amended or modified, from time to time.

Section 2. Ground Lease Provisions. If Mortgagor's interest in and to the Property is in whole or in part a leasehold interest, the provisions in **Section 2.1** through **Section 2.4** shall apply, in addition to the other terms and conditions hereof.

2.1 Performance of Leasehold Covenants. Mortgagor will: (1) pay the rent reserved by any and all leases under which it holds a leasehold interest in the Property, and through which it holds a leasehold interest in the Property if its leasehold interest is a subleasehold interest (collectively, the "Ground Lease"), as the same becomes due and payable; (2) promptly perform and observe all of the covenants, agreements, obligations and conditions required to be performed or observed by the tenant under the Ground Lease, and do all things necessary to preserve and keep unimpaired its rights thereunder; (3) promptly notify Bank in writing of the exercise of any options to renew, extend or purchase under the Ground Lease, or of the commencement of a proceeding under the federal bankruptcy laws by or against the landlord under the Ground Lease; (4) in case any proceeds of insurance upon the Property or any part thereof are deposited with any person other than Bank pursuant to the requirements of the Ground Lease or the Obligations, promptly notify Bank in writing of the name and address of the person with whom such proceeds have been deposited and the amount so deposited; (5) promptly notify Bank in writing of (i) any default under the Ground Lease by any party thereto, including, without limitation, Mortgagor, (ii) the nature of any default and the steps being taken to cure said default, and (iii) any action taken or threatened to be taken by any party to the Ground Lease on account of the default; and (6) promptly notify Bank in writing of any request made by any party to the Ground Lease to the other party or parties thereto for arbitration or appraisal proceedings pursuant to the Ground Lease, and of the institution of any arbitration or appraisal proceedings, and promptly deliver to Bank a copy of the determination of the arbitrators or appraisers in each such proceeding.

2.2 Surrender of Leasehold Interest. So long as there is any balance due under the Obligations secured hereby, or any other indebtedness or obligations secured hereby, Mortgagor will not surrender nor permit the Ground Lease or any leasehold estate and interest therein to be surrendered, nor terminate or cancel or permit the termination or cancellation of the Ground Lease, and will not, without the prior written consent of Bank, modify, change, supplement, alter or amend the Ground Lease, either orally, in writing or electronically, and as further security for the repayment of the Obligations and other indebtedness and obligations hereby secured and for the performance of the covenants, agreements, obligations and conditions herein or in the Ground Lease contained, Mortgagor hereby assigns to Bank all of its rights, privileges and prerogatives under the Ground Lease to terminate, cancel, modify, change, supplement, alter and amend the Ground Lease and any such termination, cancellation, modification, change,

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, appraisalment, 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:

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

BKA 644PG401

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.

BKA 644PG402

**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 Organization No.:	None
	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) <u>Foreclosure.</u> 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) <u>Separate Sales.</u> 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) <u>Application of Proceeds.</u> 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

	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 Ricc-Marko

Print Name: Deborah Ricc-Marko

Title: Member

Witness: Eric J. Davidson

Print Name: Eric J. Davidson

Witness: Zan Suren-Deitz

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 14.1(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

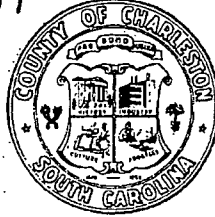
Print Name: Zan Suren-Deitz

CMC
DW

BK A 644PG407

RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



Filed By:

Davidson & Bradshaw LLC

125-H Wappoo Creek Dr.
Charleston SC 29412

Number of Pages:

21

FILED

November 14, 2007

9:52:50 AM

BK A 644PG387

Charlie Lybrand, Register
Charleston County, SC

DESCRIPTION	AMOUNT
	\$ 26.00
Postage	

TOTAL	\$ 26.00

DRAWER:

A - BJA

DO NOT STAMP BELOW THIS LINE

Return To:
Mark S. Sharpe
Post Office Box 1254
Charleston, South Carolina 29402

BK B 644 PG 505

Space Above Line for Processing Data

Prepared By:
Mark S. Sharpe
Post Office Box 1254
Charleston, South Carolina 29402

State of South Carolina

County of Charleston

RBC Centura

**ASSIGNMENT OF LEASES, RENTS AND
PROFITS**

THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS ("Assignment", which includes all amendments, modifications, renewals, extensions, replacements and substitutions thereof and therefor), entered into as of November 9, 2007, by ROA, LLC, a South Carolina limited liability company (whether one or more, "Assignor"), with a mailing address of 32 South Battery, Charleston, South Carolina 29401, to RBC CENTURA BANK ("Assignee"), with a business address of 134 N. Church Street, Rocky Mount, North Carolina 27804 and a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220, which mailing address is the place to which all notices and communications should be sent to Assignee regarding this Assignment.

WITNESSETH:

FOR VALUE RECEIVED, and as additional security for the obligations hereinafter mentioned, the Assignor hereby sells, transfers and assigns unto the Assignee, its successors and assigns, all of Assignor's presently existing right, title and interest and all of Assignor's right, title and interest which may arise in the future in and to the rents, issues,

RALEIGH/355120 v.2 03/10/05

EXHIBIT

DD

profits, revenues, royalties, rights and benefits (collectively, the "Rents and Profits") arising from or related to (1) the parcels of land described on Exhibit A, (2) the rights and benefits appurtenant to said parcels of land and (3) the buildings and other improvements (to include manufactured homes) now located thereon and thereunder and those which may be located thereon and thereunder in the future (collectively, the "Property"), together with all equipment, fixtures, standing timber (to include timber to be cut, but this inclusion does not permit cutting of timber unless Assignee agrees to such cutting in advance thereof), crops grown, growing and to be grown on the Property (to include crops that are produced on trees, vines and bushes and aquatic goods) and other farm products (to include livestock - born and unborn, supplies and products of crops and livestock), oil, gas and other minerals and as-extracted collateral (but inclusion of as-extracted collateral does not permit extraction unless Assignee agrees to such extraction in advance thereof), both that now owned by Assignor and on behalf of and for the benefit of Assignor and located in, on and under the Property and otherwise used in connection therewith, and that hereafter acquired and located as aforesaid and used in connection with the ownership, possession, operation and maintenance of the Property (collectively, the "Collateral").

AND, in furtherance of the foregoing assignment, but not in limitation thereof, Assignor does hereby sell, transfer and assign to Assignee, its successors and assigns, all of Assignor's presently existing right, title and interest and all Assignor's right, title and interest which may arise in the future in and to (1) the leases and rental agreements, if any, listed on Exhibit A and all other leases and rental agreements with respect to the Property and with respect to the Collateral now existing or hereafter made, executed and delivered (whether written, electronic or verbal), together with all present and future extensions, renewals, modifications and amendments thereof, and substitutions and replacements therefor (collectively, the "Leases"), (2) all Rents and Profits due and all Rents and Profits which become due under the Leases and (3) all security deposits now held or hereafter acquired and held in connection with any of the foregoing.

THIS ASSIGNMENT is subject to the following terms and conditions:

Section 1. Absolute Assignment Given as Security. This Assignment is absolute and is given as additional security for the payment and performance of the obligations described in and secured by that certain Mortgage, Security Agreement, Fixture Financing Statement and Assignment Of Leases and Rents ("Mortgage") identified on Exhibit A. The amounts collected hereunder shall be applied first to the costs and expenses incurred by Assignee and those incurred on behalf of Assignee under this Assignment in collecting and receiving Rents and Profits, or as otherwise provided herein, and then in reduction of the obligations from time to time outstanding and secured by the Mortgage, in the order provided in the Mortgage. The term of this Assignment shall be until the obligations secured by the Mortgage shall have been fully paid and satisfied and the cancellation of the Mortgage shall constitute a release hereof.

1.1. Management and Collection of Rents and Profits. Until release of this Assignment by Assignee as provided in Section 1. above, but subject to the revocable license granted by Assignee to Assignor as provided in Section 1.2 below, the sole right and authority to collect the Rents and Profits shall be with and shall lie with Assignee and such right, authority and power may be exercised by Assignee and may be exercised by either or both Assignee's designee or a receiver or other official appointed as provided in Section 2.4 below, from time to time and in such manner as Assignee deems necessary or appropriate, in its sole discretion; and, in connection with such right of collection, Assignor hereby directs each and all of the lessees and tenants of the Property and lessees and tenants of the Collateral and any other person obligated to pay Rents and Profits on account of the Property and on account of the Collateral to pay said Rents and Profits (as may now be due and as shall hereafter become due) to the Assignee, its designee or a receiver or other official appointed for such purpose, upon demand for payment thereof by the Assignee or such other person or persons from time to time and at anytime. Without limiting the foregoing, but in furtherance thereof, Assignee shall have the additional rights and powers set forth in Sections 1.1.1 through 1.1.3. below.

1.1.1. Assignee, at any time and from time to time, may give notice in writing of this Assignment to any and all of the lessees and tenants under the Leases and to any other persons in possession of the Property and in possession of the Collateral, and any parts of either and interests in either; and, Assignee, for the purpose of fully

enforcing its rights and powers under this Assignment, may otherwise communicate with such lessees, tenants and other persons regarding this Assignment and Assignee's rights, authority and powers hereunder.

1.1.2. Assignee, at its option and at any time or times, shall have the right to enter and take possession of the Property and possession of the Collateral and to manage and operate the same, to let or re-let the Property, the Collateral and any part of either and interests in either, to cancel and modify the Leases, to grant rent concessions and other inducements, to evict lessees, tenants and other persons, to bring and defend any suits in connection with possession of the Property and possession of the Collateral in its own name or the Assignor's name, to make repairs as the Assignee deems appropriate, and to perform such other acts in connection with the management and operation of the Property as the Assignee, in its discretion, may deem proper, all at the cost and expense of Assignor.

1.1.3. Assignee shall have the right to hold and possess, and the Assignor shall turn over to the Assignee immediately upon demand of Assignee, the security deposits held by the Assignor, and those held by its employees and agents, under and pursuant to the Leases. Assignee shall hold and apply the security deposits received in connection with the Leases to the purposes specified in the Leases, in accordance with the terms and conditions thereof. Except to the extent required by law or otherwise required in the Leases, Assignee shall not be obligated for the payment of interest on security deposits delivered to it.

1.2. Revocable License Given to Assignor.

1.2.1. Until the occurrence of an Event of Default, as defined in the Mortgage, 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 thereunder, or the breach of or default under this Assignment by Assignor, Assignor shall have a license and Assignee hereby grants to Assignor a revocable license to continue collecting the Rents and Profits in the normal and ordinary course of Assignor's business; provided, however, (1) Assignor shall not collect any rental installments under any Leases more than two months in advance of its scheduled payment date without the prior written consent of the Assignee – and if Assignor does so do in contravention hereof, Assignor shall promptly remit such advanced rental installments to Assignee for application by Assignee against the obligations secured hereby, such installments to be applied as provided in Section 1 of this Assignment, (2) Assignor shall pay to Assignee, upon receipt by Assignor and in the same form as received (with any necessary endorsements), (A) any award made hereafter in any court procedure involving any of the Leases in any bankruptcy, insolvency or reorganization proceedings in any state court and in any federal court and (B) any payments made and consideration given by tenants and lessees in lieu of rental payments under any of the Leases, or in settlement of or on account of a claim or dispute under or with respect to any Leases, and (3) Assignor shall promptly comply with such other directives as Assignee may from time to time give to Assignor regarding collection of the Rents and Profits.

1.2.2. If Assignor should breach this Assignment or default hereunder, or if an Event of Default occurs under the Mortgage, or there occurs an event which, with the giving of notice or a lapse of time, or both, would become an Event of Default thereunder, Assignee may, at its option, terminate the privilege and license granted to Assignor by Assignee in Section 1.2.1 above and upon a determination by Assignee to terminate, the privilege and license granted to Assignor shall automatically terminate without any notice from Assignee to Assignor and without any further or additional acts on the part of Assignee, unless notice is required under the Mortgage or under applicable law, and then only such minimum notice as may be required. Upon such termination, Assignor shall cease all collection activities and shall pay over to Assignee all Rents and Profits received by it on and after such termination. All amounts which are received by Assignor from and after the termination of Assignor's license shall be received in trust for the benefit of Assignee, shall be segregated from other funds of Assignor and shall be immediately paid over to Assignee in the same form as received (with any necessary endorsements).

Section 2. Additional Provisions Relating to Collection of Rents and Profits.

2.1. Limitation on Accountability of Assignee. The Assignee shall not be liable for laches and shall not be liable for the failure to collect the Rents and Profits. The Assignee is obligated to account only for such sums as are actually collected and shall not be obligated to perform and shall not be obligated to discharge any obligation to be performed or discharged by the Assignor under any of the Leases. The Assignor hereby agrees to indemnify the

Assignee for, and to save it harmless from, any and all liability arising from the Leases and any and all liability arising from this Assignment. This Assignment shall not place responsibility for the control, care, management and repair of the Property and Collateral upon the Assignee, and shall not make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair and control of the Property and the Collateral resulting in loss or injury or death to any lessee, tenant, licensee, employee or stranger.

2.2. Consequences of Receipt of Rents and Profits. The receipt by the Assignee of any Rents and Profits pursuant to this Assignment after acceleration of the obligations secured hereby shall not cure any default nor shall the receipt thereof at any subsequent time cure any default, affect Assignee's right to institute foreclosure proceedings under the Mortgage or affect any sale pursuant thereto. Neither the existence of this Assignment nor the exercise of Assignee's privilege to collect the Rents and Profits, shall be construed as a waiver by the Assignee of the right to enforce payment of the obligations hereby secured in strict accordance with the terms and provisions of the Mortgage and any agreement evidencing any of the obligations secured by the Mortgage.

2.3. Waiver of Rights by Assignor. If there is any case law, statute or regulation requiring Assignee to take actual possession of the Property and to take actual possession of the Collateral (or some action equivalent thereto, such as securing the appointment of a receiver) in order for Assignee to perfect or activate its rights and remedies as set forth herein, then Assignor waives the benefits of such law and agrees that such requirement of law may be satisfied solely by (1) Assignee sending Assignor written notice that Assignee intends to enforce, and is enforcing, its rights in and to the Property, the Collateral and the Rents and Profits assigned herein and (2) Assignee sending written notice to any one or more of the lessees and tenants of the Property and lessees and tenants of the Collateral, and any other person in possession of all or part of either or both, to commence making payments directly to Assignee or its designee as provided herein.

2.4. Appointment of Receiver. Assignee shall have the absolute and unconditional right to apply for and to obtain the appointment of a receiver or similar official for any part of and for all of the Property and for any part of and for all of the Collateral, to, among other things, manage and operate the Property and to manage and operate the Collateral, and any part of and interest in either or both, and to collect and apply the Rents and Profits as provided above. In the event of such application, Assignor consents to the appointment of such receiver or similar official and agrees that such receiver or similar official may be appointed without notice to Assignor, without the Assignee having to post a bond or other security, without regard to the adequacy of any security for the obligations secured hereby and without regard to the solvency of Assignor and without regard to the solvency of any other person, firm or corporation who or which may be liable for the payment of the obligations secured hereby. All costs and expenses related to the appointment of a receiver or other similar official hereunder shall be the responsibility of Assignor, but if paid by Assignee, Assignor hereby agrees to pay to Assignee, immediately and without demand, all such expenses, together with interest thereon from the date of each payment by Assignee 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 at which interest accrues as selected by Assignee, in its sole discretion, which rate may be fixed or variable (the "Contract Rate"). All sums so paid by Assignee, and the interest thereon, shall be added to and be secured by this Assignment.

2.5. Power of Attorney. Assignor does hereby irrevocably constitute and appoint Assignee its true and lawful attorney with full power of substitution, for it and in its name, place and stead, to execute, deliver, send and file such agreements, documents, notices, statements and records as Assignee, in its sole discretion, deems necessary and advisable to effect the terms and conditions of this Assignment and to otherwise realize Assignee's rights, authority and powers hereunder, and the benefits provided to Assignee herein, and in connection therewith, Assignee may appear in any action and collect any award or payments relating to the Property and Collateral (including, without limitation, the Leases and the Rents and Profits). The foregoing appointment is and the same shall be coupled with an interest in favor of Assignee. In furtherance of the foregoing appointment and grant of authority, but not in limitation thereof, Assignor irrevocably authorizes Assignee to file such financing statements as may be necessary to protect, in Assignee's opinion, Assignee's liens and security interests in the Property and Collateral (including, without limitation, the Leases and the Rents and Profits) and, to the extent Assignee deems necessary or appropriate, to sign Assignor's name with the same force and effect as if signed by Assignor and to make public in financing statements and other public filings such information regarding Assignor as Assignee deems necessary or

appropriate, including, without limitation, federal tax identification numbers, social security numbers and other identifying information.

Section 3. Representations, Warranties and Covenants Regarding Leases.

3.1. Representations and Warranties. Assignor represents and warrants to Assignee that (1) it has full right, title and authority to assign to Assignee the Leases and the Rents and Profits due or to become due thereunder or with respect to the Property and the Collateral, (2) the terms of the Leases have not been amended, modified, replaced or changed from the terms in the copies of the Leases submitted to the Assignee for approval, which copies are true and exact copies of the Leases currently outstanding with respect to the Property and the Collateral, (3) no other assignment of any interest in the Leases has been made by Assignor or any other person to anyone other than Assignee, (4) there are no existing defaults under any of the Leases by any party thereto, and (5) there has been no anticipation or prepayment of any rental installments by any lessees or tenants occupying or possessing the Property and the Collateral or by any of the lessees or tenants in any of the Leases.

3.2. Covenants Regarding Leases.

3.2.1. The Assignor shall fully perform its obligations under the Leases in a timely manner and shall take such actions as may be reasonably necessary to ensure that all lessees and tenants under any of the Leases fully and timely perform their respective obligations thereunder, all at Assignor's sole cost and expense. The Assignor shall provide to Assignee such information with respect to the Leases and the Rents and Profits therefrom or otherwise arising from or in connection with the Property and Collateral as Assignee may from time to time request; such information to be delivered to Assignee promptly by Assignor and in a form and medium directed by Assignee.

3.2.2. The Assignor shall not hereafter, without the prior written consent of the Assignee: (1) cancel any of the Leases, surrender any of the Lease and terminate any of the Leases, (2) exercise any option which might lead to a cancellation, surrender or termination of any of the Leases, (3) change, amend, alter and modify any of the Leases, (4) consent to the release of any party liable under any of the Leases, and (5) consent to the assignment and subletting of the lessee's or tenant's interest in them.

3.2.3. The Assignor shall maintain the security deposits made or to be made with respect to Leases of the Property and the Collateral in a separate bank account maintained by the Assignor with the Assignee, if so requested by Assignee, and designated as the account for the deposit of security deposits with respect to the Property and Collateral. The Assignor shall provide to the Assignee within thirty (30) days of the end of each of the Assignor's fiscal years, or more frequently if so requested by Assignee, a written verification of the amount of security deposits maintained in the account together with a list of the Leases with respect to which the deposits are maintained.

Section 4. Miscellaneous.

4.1. Incorporation of Exhibits. All exhibits, schedules, addenda and other attachments to this Assignment are by this reference incorporated herein and made a part hereof as if fully set forth in the body of this Assignment.

4.2. Maintenance of Records by Assignee. Assignee is authorized to maintain, store and otherwise retain evidences of the obligations, this Assignment, any separate security agreements and other agreements executed and delivered and to be executed and delivered by Assignor and others on Assignor's behalf to Assignee 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.

4.3. Credit Investigations; Sharing of Information; Control Agreements. Assignee is irrevocably authorized by Assignor to make and have made such credit investigations as it deems appropriate to evaluate Assignor's credit, personal and financial standing, and employment. Assignor authorizes Assignee to share with consumer reporting agencies and creditors its experiences with Assignor and other information in Assignee's possession relative to Assignor, the Property and the Collateral (including, without limitation, the Leases and the Rents and Profits); but

Assignee shall not have (1) any obligation to provide information to third persons relative to any of the foregoing or otherwise, (2) any obligation to subordinate its liens and security interests in the Property and Collateral (including, without limitation, the Leases and the Rents and Profits) and (3) any obligation to enter into control agreements and other agreements relative thereto.

4.4. Marshalling of Assets. Assignor 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 which may in the future come to be in force and all rights of marshalling in the event of any collection hereunder of Rents and Profits or otherwise against the Property, the Collateral or any part or any interest in either or both.

4.5. Waiver of Statutory Rights. Assignor waives any right to require Assignee 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 or debts or credits on the books of Assignee in favor of any other person and any other laws that require or may require Assignee to recover against some other person, or to realize upon any collateral which Assignee holds for the obligations secured hereby. Assignor also waives any and all right of subrogation, contribution, reimbursement and indemnity and any right of recourse to and with respect to the assets of any other person that is or may be security for the obligations secured hereby.

4.6. Jury, Venue, Jurisdiction. This Assignment shall be deemed to have been executed and delivered in South Carolina 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 the State of South Carolina, excluding, however, the conflict of law and choice of law provisions thereof. Assignor, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Assignment.

4.7. No Waiver; No Course of Dealing; No Invalidity. No delay or forbearance by Assignee in exercising any and all of its rights and remedies hereunder, and its rights and remedies otherwise afforded by law and in equity, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder or in the event of any subsequent default hereunder. Also, no act or inaction of Assignee under this Assignment shall be deemed to constitute or establish a "course of performance or dealing" that would require Assignee 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 Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment 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 Assignment.

4.8. No Oral Change. Subject to the exercise by Assignee of its rights and remedies as set forth in this Assignment and without limiting any of such rights and remedies, this Assignment, 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 Assignor or Assignee, 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.

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

4.10. Documentary Stamp Taxes. To the extent not prohibited by applicable law and notwithstanding who is liable for payment of the taxes or fees, Assignor 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 Assignment.

4.11. Relationship of Parties; Successors and Assigns. The relationship of Assignee to Assignor is that of a creditor to an obligor or debtor; and in furtherance thereof and in explanation thereof, Assignee has no fiduciary, trust, guardian, representative, partnership, joint venturer or other similar relationship to and with Assignor and no such relationship shall be drawn or implied from this Assignment and any of Assignor's actions or inactions hereunder or with respect hereto – and, Assignee has no obligation to Assignor and any other person relative to administration of the obligations secured by this Assignment, the Property, the Collateral and any part or parts of any of the foregoing. 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, but nothing herein contained shall be deemed a consent to the sale, lease, demise, further encumbrance, transfer and other disposition by Assignor, either directly or indirectly, of all or any part of the Property, the Collateral and any interest, right and estate in either or both (including, without limitation, the Leases and the Rents and Profits), without Assignee's prior written consent, which may be withheld in Assignee's sole discretion. If two or more persons or entities have joined as Assignor, each of the persons and entities shall be jointly and severally obligated to perform the obligations herein contained. The term "Assignee" shall include any payee of the obligations hereby secured and any transferee and assignee thereof, whether by operation of law or otherwise, and Assignee may transfer, assign and negotiate all and any of the obligations secured by this Assignment from time to time without the consent of Assignor and without notice to Assignor and any transferee and assignee of Assignee, and any transferee and assignee of another may do the same without Assignor's consent and without notice to Assignor. Assignor waives and will not assert against any transferee and waives and will not assert against any assignee of Assignee any claims, defenses, set-offs and rights of recoupment which Assignor could assert against Assignee, except defenses which Assignee cannot waive.

4.12. Notices. All notices, certificates and other communications hereunder shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above. Assignor and the Assignee may, by written notice given hereunder, designate a different address where communications should be sent and Assignee may direct, by notice to Assignor, for communications to be sent electronically or in some other non-tangible medium.

4.13. Anti-Money Laundering and Anti-Terrorism. Assignor represents, warrants and covenants to Assignee as follows: (1) Assignor (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) Assignor 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) Assignor has not and shall not use all or any part of the proceeds of the obligations secured by the Mortgage or any or all of the Rents and Profits, 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.

4.14. Use and Application of Terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa; and 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. All references in this Assignment to "person" or "persons" shall include individuals and organizations and all terms used in this

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Assignment that are not defined in this Assignment, the Mortgage or in the obligations secured hereby, but are defined in the Uniform Commercial Code in effect in the State of South Carolina, shall have the meaning ascribed to such terms from time to time in said Uniform Commercial Code. Any reference contained in this Assignment to specific statutes or laws shall include any successor statutes or laws, as the case may be. This Assignment shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Assignment.

The undersigned has executed this Assignment as of the day and year first above stated.

Witnesses:

ASSIGNOR:

Print Name: Eric J. Davidson

ROA, LLC

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

Print Name: Zan Suren-Deitz

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 9 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

BK B 644 PG 513

EXHIBIT A

(Attached to Assignment of Leases, Rents and Profits)

1. Description of Mortgage: Mortgage, Security Agreement, Fixture Financing Statement and Assignment Of Leases and Rents dated of even date with the Assignment to which this Exhibit A is attached, executed by Assignor in favor of Bank, and encumbering the property referred to below.
2. List of Leases and Rental Agreements: All leases now existing or hereafter entered into.
3. Description of Property: See Exhibit A-2 attached hereto and incorporated by reference.

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EXHIBIT A-2

(Attached to Assignment of Leases, Rents and Profits)

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.

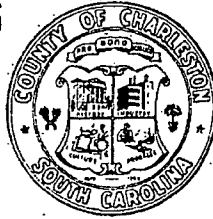
Handwritten signature

OK
[Signature]

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RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



FILED

November 14, 2007

9:53:01 AM

BK B 644 PG 505

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Davidson & Bradshaw LLC

125-H Wappoo Creek Dr.
Charleston SC 29412

Number of Pages:

11

DESCRIPTION	AMOUNT
MISC/ASGT	\$ 16.00
Postage	
TOTAL	\$ 16.00

DRAWER:

A - BJA

DO NOT STAMP BELOW THIS LINE

SCHEDULE A TO UCC-1 FINANCING STATEMENT

ROA, LLC
as Debtor
And
RBC CENTURA BANK,
as Secured Party

All of Debtor's right, title and interest in and to the following property (the "*Property*") located upon or used in connection with the real property described on Exhibit A to this Schedule A (the "*Land*");

(1) the parcels of land described on Exhibit A, (2) the rights and benefits appurtenant to said parcels of land and (3) the buildings and other improvements (to include manufactured homes) now located thereon and thereunder and those which in the future may be or may come to be located thereon and thereunder (collectively, the "*Property*"), together with all equipment, fixtures, standing timber (to include timber to be cut, but this inclusion does not permit cutting of timber unless Bank agrees to such cutting in advance thereof), crops grown, growing and to be grown on the Property (to include crops that are produced on trees, vines and bushes, and aquatic goods) and other farm products (to include livestock – born and unborn, supplies and products of crops and livestock), oil, gas and other minerals and as-extracted collateral (but inclusion of as-extracted collateral does not permit extraction unless Bank agrees to such extraction in advance thereof) owned by Debtor and that in which the Debtor has any rights and interests, both now existing and located in, on, over and under the Property and that which may be hereafter acquired and located as aforesaid, whether used in connection with the ownership, possession, operation and maintenance of the Property, or otherwise (collectively, the "*Collateral*" and the Collateral includes any and all of the proceeds and products thereof, including insurance and condemnation proceeds, accessions and additions thereto, and replacements and substitutions therefor).

(2) all of Debtor's presently existing right, title and interest and all of Debtor's right, title and interest which may arise in the future in and to 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; and

(3) all of Debtor's presently existing right, title and interest and all Debtor's right, title and interest which may arise in the future in and to (1) all leases and rental agreements with respect to the Property and with respect to the Collateral now existing or hereafter made, executed and delivered (whether written, electronic or verbal), together with all present and future extensions, renewals, modifications and amendments thereof, and substitutions and replacements therefor (collectively, the "*Leases*"), and (2) all security deposits now held or hereafter acquired and held in connection with any of the foregoing.

Initially capitalized terms used herein and not otherwise defined have the meanings assigned in the MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (the "*Security Instrument*") by the Debtor to the Secured Party. Interested parties may contact the Secured Party during normal business hours to view a copy of the Security Instrument and specific records describing the above-described collateral.

EXHIBIT 'A'

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 435 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.