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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM KERSHAW COUNTY
Court of Common Pleas

DeAndrea G. Benjamin, Circuit Court Judge
Diane S. Goodstein, Circuit Court Judge

Consolidated Cases For Trial

Case No.: 2010-CP-28-322
Case No. 2010-CP-28-323

Jamie Curley, Plaintiff,

v.

SCENT Land Holdings, LLC, Amy Puchalski, and Robert Puchalski, Defendants
and Dr. Orville Dyce, Plaintiff,

v.

South Carolina ENT, Allergy & Sleep Medicine, P.A., Amy Puchalski, and Robert
Puchalski, Defendants

Of Whom Jamie Curley, and Dr. Orville Dyce are the Respondents/Appellants,

And

SCENT Land Holdings, LLC, Amy Puchalski and Robert Puchalski, South
Carolina ENT, Allergy & Sleep Medicine, P.A. are the Appellants/Respondents.

RECORD ON APPEAL VOL. VIII

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**AMENDED AND RESTATED
OPERATING AGREEMENT
OF
SCENT LAND HOLDINGS, L.L.C.**

PARTIES

This Agreement dated as of August 31, 2010, is among the following parties (the "Initial Members"):

- | | | |
|----|-------------------------------------|-----------------------------------|
| 1. | Amy Puchalski – Founding Member | 3 Puddle Lane
Camden, SC 29020 |
| 2. | Macy Vidrine – Member | |
| 3. | Robert Puchalski – Founding Manager | 3 Puddle Lane
Camden, SC 29020 |

BACKGROUND

The Initial Members have formed the Company under the Limited Liability Company Act of the State of South Carolina (the "LLC Act"), [§33-44-101 et seq.] for the principal purpose of owning real estate in any Counties in South Carolina in which they may transact business, and any other endeavors authorized by this Agreement. This Agreement sets forth the agreement among the parties as to the initial affairs of the company and the conduct of its business.

TERMS AND CONDITIONS

The parties, intending to be legally bound, agree as follows:

SECTION 1 PRELIMINARY PROVISIONS AND DEFINITIONS

1.1 EFFECTIVE DATE OF AGREEMENT

The effective date of this Agreement (the "Effective Date") shall be August 31, 2010.

1.2 ENFORCEABILITY OF AGREEMENT

On the Effective Date and thereafter until the parties amend or terminate the Agreement, all rights, duties and liabilities of the Company and of the Members as Members shall be enforceable against the Company and the Members in accordance with the terms of the Agreement.

1.3 COMPANY INFORMATION

A copy of the Articles of Organization (the "Articles") for the Company is attached to this Agreement as Exhibit A.

The Company shall be a legal entity separate and distinct from its Members.

1.4 COMPANY

The name of the Company shall be SCENT Land Holdings, L.L.C. but shall be referred to in this document as the "Company".

1.5 PRINCIPAL PLACE OF BUSINESS OF COMPANY

Upon its formation, the Company's principal place of business shall be 15 Exchange Drive, Lugoff, South Carolina 29078. The Manager may change the Company's principal place of business from time to time upon reasonable notice to the Members.

1.6 COMPANY DURATION

The duration of the Company shall be indefinite.

1.7 COMPANY PURPOSE

The Company's principal purpose shall be owning real estate in any Counties in South Carolina in which they may transact business, and any other endeavors authorized under this Agreement.

1.8 COMPANY POWERS

Except as expressly otherwise provided in this Agreement, the Company shall have all powers provided to Companies under the LLC Act.

1.9 COMPANY REGISTERED AGENT AND REGISTERED OFFICE

The Company's registered agent and registered office shall be as set forth in the Articles.

1.10 MEMBERS

A. On the date of formation of the Company, the Initial Members shall be the only Members of the Company. Additional Members shall be admitted to the Company in accordance with Section 5. "Members" are individuals who are either physicians employed by South Carolina ENT, Allergy & Sleep Medicine, P.A. or their spouse.

B. Disinterested Members are those Members claiming to have been harmed or injured in some fashion by an act or omission of the Manager acting on behalf of the Company.

1.11 LIMITED LIABILITY OF MEMBERS

No Member shall be personally obligated to any third party for any debt, obligation or liability of the Company solely by reason of being a Member. Members shall be liable for their conduct other than as Members as provided by law.

1.12 FIDUCIARY DUTIES AND LIABILITIES OF MEMBERS

Except as otherwise expressly provided in this Agreement, no Member in the Member's capacity as a Member shall have any fiduciary duties or liabilities to the Company or to the other Members under this Agreement except to the extent of their participation in the management of the Company. For purposes of this Section 1.12:

(a) A Member's voting on Member Matters (as defined in Section 3.1) shall not constitute participation in the management of the Company;

(b) A Member's obtaining and using Company information shall constitute participation in the management of the Company as determined under applicable case law and under the relevant facts and circumstances.

1.13 RESERVATION OF COMPANY MANAGEMENT TO A MANAGER OR MANAGERS; APPOINTMENT OF INITIAL MANAGER

Except as otherwise as expressly provided in this Agreement, the management of the business and internal affairs of the Company shall be reserved to one or more managers (the "Manager"). The initial Manager of the Company shall be Robert Puchalski.

1.14 TAXATION OF COMPANY AND MEMBERS

Under federal tax law and to the maximum extent possible under the tax laws of each state and the District of Columbia, the Company and its Members shall be taxable as a partnership and as partners.

The provisions of this Agreement shall be construed and applied in such a manner as to ensure full compliance with the provisions of the Internal Revenue Code applicable to partnerships and with the regulations thereunder.

1.15 ANNUAL ACCOUNTING PERIOD OF COMPANY

The Company's annual accounting period for financial and tax purposes shall be the calendar year.

1.16 COMPANY METHOD OF ACCOUNTING

The Company shall use the cash method of accounting to compute its taxable income.

1.17 ADDITION OF COMPANY AS PARTY TO AGREEMENT

Promptly after the formation of the Company, the Members and Manager shall sign this Agreement on behalf of the Company, and the Company shall become a party to the Agreement.

1.18 EFFECT OF LLC ACT

Except as otherwise provided in this Agreement or by law, the business and internal affairs of the Company shall be governed by the Company Act as in effect on the Effective Date.

1.19 RELATION OF AGREEMENT TO ARTICLES

If there is any conflict between the provisions of this Agreement and those of the Articles, then, in any dispute among the Members, the provisions of this Agreement shall prevail.

1.20 AMENDMENT OF AGREEMENT AND ARTICLES

No amendment to this Agreement or of the Articles shall be valid except upon the affirmative vote of all Members.

1.21 QUALIFICATION OF COMPANY IN OTHER JURISDICTIONS

Before conducting business in any jurisdiction other than South Carolina, the Company shall file all forms and shall do all other things required under the laws, including the tax laws, of that jurisdiction in order to conduct that business.

1.22 FOUNDING MEMBER AND MANAGER

Amy Puchalski shall be deemed Founding Member and Robert Puchalski shall be deemed Founding Manager for as long as they shall be associated with the Company in any way. As such, the Founding Member and Manager are vested with certain authorities and powers as set forth herein.

1.23 VOTING

Until the Company has more than four (4) Members, the vote of a majority of the Members shall control any vote taken. In the event of a tie vote, the Founding Member's vote shall break the tie. Once there are five (5) Members, the language referenced in this document requiring a majority vote shall be interpreted in accordance with this provision of section 1.22 and the vote of Seventy-five (75%) percent of the Members shall control any vote taken.

1.24 APPLICABILITY OF NAME

References in this agreement to South Carolina ENT, Allergy & Sleep Medicine, P.A., shall include reference to its predecessors, Kershaw ENT, South Carolina ENT & Facial Plastic Surgery, Inc. and any subsequently re-named physician practice containing all, or substantially all, of the existing shareholders of South Carolina ENT, Allergy & Sleep Medicine, P.A.

SECTION 2 MEMBERS' CONTRIBUTIONS TO COMPANY, ETC.

2.1 CLASSES OF MEMBERS

The Company shall have a single class of Members.

2.2 GUARANTEE OF DEBT CONSIDERATION FOR MEMBERSHIP INTERESTS

The Members acknowledge and agree that on or of August 31, 2010, and in anticipation of admitting Macy Vidrine as a Member, Amy Puchalski was issued a promissory note secured by a mortgage in the principal amount of \$1,201,059.00 to allow her to withdraw her existing equity in the Company over time in order to allow the Members to accumulate equity equally in the Company as the Company debt is retired. Each Member further agrees that each will equally

guarantee the Company debt listed on Exhibit B attached hereto and incorporated herein by reference.

Except in the situations where a Member is allowed to continue as a Member pursuant to the terms of this Agreement, in the event a Member's employment ceases with South Carolina ENT, Allergy & Sleep Medicine, P.A as provided in Section 4.10 of the Shareholders Agreement by and Among South Carolina ENT, Allergy & Sleep Medicine, P.A and its Shareholders dated August 31, 2010, then (i) the Company will seek to cause its lenders to replace such departing Member as a personal guarantor of the Company debt with a new Member of the Company; or (ii) if the Company is unsuccessful in replacing the departing Member as the guarantor or if there is not a new Member to replace the departing Member then each remaining Member agrees to indemnify on a relative basis to the extent of their percentage of ownership in the Company such departing Member for any personal guaranties of Company debt (including any expenses or fees, including reasonable attorney fees, incurred in connection with the collection of the debt) provided that there are three remaining Members in good standing with the Company at the time the departing Member is no longer a Member. In the event there are not three Members in good standing at the time the departing Member is no longer a Member then the remaining Members agree to indemnify the departing Member for any personal guaranty of Company debt (including any expenses or fees, including reasonable attorney fees, incurred in connection with the collection of the debt) at the subsequent time there are three Members in good standing with the Company. For this purpose a Member shall be considered to be in good standing with the Company if the Member is continuing to provide services for South Carolina ENT, Allergy & Sleep Medicine, P.A, is not in breach of their Employment Agreement or the Shareholders Agreement with South Carolina ENT, Allergy & Sleep Medicine, P.A or this Agreement, has no present intentions to leave their employment relationship with South Carolina ENT, Allergy & Sleep Medicine, P.A and is not engaged in litigation with South Carolina ENT, Allergy & Sleep Medicine, P.A.

2.3 VALUATION OF NON-CASH CONTRIBUTIONS

Before any Member makes a contribution to the Company in a form other than money, the Manager shall determine the value of that contribution in dollars. In the absence of fraud and after consultation with the Company's Tax Advisor, the Founding Manager's good faith determination shall be conclusive as to that value.

2.4 MANDATORY CAPITAL CONTRIBUTIONS

Members shall be required to make additional capital contributions to the Company upon a majority vote of the Members.

2.5 DUTY OF DISABLED MEMBERS TO MAKE CONTRIBUTIONS, ETC.; COMPROMISES

Members or their representatives shall be obligated to perform enforceable promises to make contributions to the Company even if the Members are unable to do so because of their disability, death or otherwise. No such promise shall be compromised except by vote of a majority of the Members.

2.6 REMEDIES FOR FAILURE TO CONTRIBUTE

If any Member fails to make a contribution required under Section 2.4, the other Members by a majority vote (exclusive of the vote of the Member failing to make the contribution) may, after thirty days written notice:

(a) Reduce or eliminate the Member's proportionate Membership interest in the Company to satisfy the delinquent contribution;

(b) Extinguish all or a portion of the Member's Membership interest to satisfy the delinquent contribution; or

(c) Sell all or a portion of the Member's Membership interest to satisfy the delinquent contribution.

In determining which remedy to apply under this Section 2.6, the Member shall consult with the Company's accountant specified pursuant to Section 15.

2.7 NO INTEREST ON CONTRIBUTIONS

The Members shall earn no interest on their contributions under this Section 2.

SECTION 3 MEMBERS' NON-ECONOMIC RIGHTS

3.1 MATTERS ON WHICH MEMBERS MAY VOTE

Members in their capacity as Members shall have the right to vote on the following types of matters ("Member Matters"):

(a) All matters on which this Agreement expressly provides them with a right to vote.

3.2 NUMBER OF VOTES THAT MEMBERS MAY CAST

Except as otherwise expressly provided in this Agreement, each Member shall have one vote on each Member Matter for:

(a) Each percentage of ownership the Member has in the Company.

3.3 NUMBER OF VOTES NECESSARY TO DECIDE MEMBER MATTERS

Except as otherwise expressly provided in this Agreement, each Member Matter shall be decided by the affirmative vote of Members holding a majority of Member votes. In the event of a tie by the Members, the Founding Member shall vote to break the tie.

3.4 PROCEDURAL RULES GOVERNING MEMBER VOTING

~~In the absence of fraud or bad faith, no vote by the Members on any Member Matter shall be~~ deemed to be invalid on any procedural or similar ground, including any ground relating to lack of notice, lack of meeting, lack of quorum, or failure to record votes;

PROVIDED, that the Manager shall use his reasonable best efforts to make a written record of each significant vote by the Members and to circulate these records on a timely basis among the Members.

In the event a member cannot be present at a properly called meeting for any reason, the Member may submit a proxy to the South Carolina ENT, Allergy & Sleep Medicine, P.A. Office Manager who shall serve as the Secretary of the Company, indicating to whom the proxy is given. The proxy may, but is not required to, dictate a certain vote to the proxy recipient.

No vote on a matter requiring Member vote, including but not limited to the purchase or sale of real estate, can be called to question by anyone other than the Manager.

For purposes of this Section 3.4, the terms "procedural or similar ground" shall be construed broadly. Members may vote on Member Matters in person, by phone, by fax or by any other reasonable means.

3.5 MEMBERS HAVE NO AGENCY RIGHT OR POWER

No Member as a Member shall have the right or power to bind the Company in dealings with third parties, in statements about the Company or in any other manner.

3.6 RIGHT OF MEMBERS TO OBTAIN COMPANY INFORMATION

During normal business hours and after reasonable notice, each Member shall be entitled for any purpose reasonably related to the Member's Membership:

To view any financial information in the Company's possession or control; and

To inspect and, at the Member's expense, to copy any documents and other media in the Company's possession or control;

PROVIDED, that all information thus acquired by the Member shall be subject to the provisions of Section 11 (relating to the confidentiality of certain Company information).

3.7 RIGHT OF MEMBERS TO BRING ACTIONS AGAINST, IN THE NAME OF OR ON BEHALF OF THE COMPANY OR AGAINST OTHER MEMBERS

3.7.1 GENERAL PROHIBITION OF SUITS

No Member in the Member's capacity as a Member may bring an action in law or equity against the Company or against any other Member in the other Member's capacity as a Member in any court for any reason except to enforce an arbitration order under Section 19.

3.7.2 VOTING REQUIREMENTS FOR SUITS

No Member may bring a suit or action against any person in the name of or on behalf of the Company except with the affirmative vote of other Members holding a majority of Member votes (exclusive of the votes of the Member seeking to bring suit).

3.7.3 ARBITRATION

Any Member may assert in arbitration under Section 19 any claim that could be asserted in any suit or action against, in the right of or in the name of the Company.

SECTION 4 INTERIM ALLOCATIONS AND DISTRIBUTIONS TO MEMBERS; GUARANTEED PAYMENTS, ETC.

4.1 INTERIM ALLOCATIONS OF COMPANY PROFITS AND LOSSES

The Company shall make interim allocations of its profits and losses (as defined in Section 4.3) among the Members in proportion to their respective shares of aggregate contributions to the Company;

PROVIDED, that the Company shall allocate its income, gains, deductions and other tax items to Members in respect of contributed non-cash property in accordance with Internal Revenue Code section 704 (c)(1)(A) and the regulations thereunder.

For purposes of this Section 4, contributions shall (except as otherwise expressly provided in this Agreement) include only the value of contributions which the Company has actually received from the Members and has not returned.

4.2 ALLOCATIONS OF INTERIM DISTRIBUTIONS

The Company shall allocate to the Members Interim Distributions (as defined in Section 4.3) on the same basis on which it allocates its profits and losses.

4.3 DEFINITION OF INTERIM ALLOCATION AND INTERIM DISTRIBUTION

For purposes of this Section 4, the term "Interim Allocation" and "Interim Distribution" shall mean, respectively, any allocation of profits or losses among the Members and any distributions of profits or other assets by the Company to the Members as their share of Company assets except allocations and distributions in connection with:

(a) The liquidation of a Member's Company interest (as the term "Company interest" is defined in Section 4.4); and

(b) The liquidation of the Company.

4.4 DEFINITION OF COMPANY INTEREST

For purposes of this Agreement, a Member's Company interest shall mean:

(a) The Member's share of the Company's profits and losses; and

(b) The Member's right to receive distributions of the Company's assets.

4.5 DISTRIBUTIONS IN KIND

If this Agreement or applicable law requires the Company to make an Interim Distribution to any Member, the Member may not require the Company to make this distribution except in the form of cash. The Company may not compel a Member to accept an Interim Distribution except in the form of cash.

4.6 NO COMPANY DUTY TO MAKE INTERIM DISTRIBUTIONS

The Company shall have no duty to make Interim Distributions except as expressly provided in this Agreement or as determined from time to time by the Founding Manager, or his successor.

4.7 TAX DISTRIBUTIONS

In the event sufficient cash exists and the Founding Manager or his successor deems it prudent to do so, the Company shall make Interim Distributions to the Members to enable them to pay taxes on allocations to them of Company profits.

4.8 LIQUIDATING DISTRIBUTIONS

The Company shall make distributions to Members in connection with the liquidation of their Company interests in accordance with Section 5. The Company shall make distributions to Members in connection with the liquidation of the Company in accordance with Section 16.

4.9 UNLAWFUL DISTRIBUTIONS

The Company shall make no Unlawful Distributions of its assets to any Member. For purposes of this Section 4.9, a distribution is an Unlawful Distribution:

(a) If, as a result of the distribution, the Company would be unable to pay its reasonably foreseeable obligations as they become due; or

(b) If the distribution is unlawful under the Company Act as in effect from time to time.

4.10 LIABILITY FOR AUTHORIZING OR RECEIVING UNLAWFUL DISTRIBUTIONS

Members who vote to authorize Unlawful Distributions or who receive these distributions shall be liable as provided in the Company Act.

4.11 REIMBURSEMENT OF EXPENSES

If any Member or Manager incurs a reasonable expense on behalf of the Company and reasonably documents this expense to the Company, the Company shall reimburse the Member or Manager, as applicable, for this expense as promptly as reasonably possible after receiving this documentation. A Reasonable Expense shall be deemed to be reasonable and reimbursable upon agreement by the Founding Manager, or his successor, after consultation with the Company Tax Advisor.

SECTION 5 TRANSFERS AND PLEDGES OF MEMBERSHIP RIGHTS, ETC.

5.1 RESTRICTIONS ON THE RIGHT OF MEMBERS TO TRANSFER AND PLEDGE THEIR MEMBERSHIP RIGHTS

Except as may be provided herein, any transfer or sale of economic or non-economic Member rights shall be directly to the Company, a physician member of South Carolina ENT, Allergy & Sleep Medicine, P.A., or the current spouse of a physician member of South Carolina ENT, Allergy & Sleep Medicine, P.A. Upon the purchase by the Company of a Member's rights hereunder, the ownership percentages of the remaining Members shall be automatically adjusted so that each remaining Member shares equally in the profits and losses of the Company. The intent of this provision is that every Member shall be just as vested in the Company as any other Member.

ANY PURCHASE OF NEW MEMBERSHIP OR SURRENDER (BUY-IN OR BUY-OUT) OF EXISTING MEMBERSHIP, FOR ANY REASON DESCRIBED HEREIN, SHALL BE BASED UPON THE VALUATION AND PROCEDURE IDENTIFIED IN SECTION 5.5. BUYOUT DUE TO DEATH, DISABILITY, RETIREMENT OR DISSOCIATION WILL BE VALUED AND PAID ACCORDING TO THE TERMS IDENTIFIED HEREIN.

5.2 DEFINITION OF TRANSFER

For purposes of this Section 5, "transfer" shall include:

- (a) Transfers by sale;
- (b) Transfers by gift;
- (c) Transfers (whether by will, trust or otherwise) taking effect on the death of the transferor; and
- (d) Involuntary transfers, including transfers by operation of law and pursuant to divorce and bankruptcy decrees.

Transfers and pledges in breach of the terms of this Section 5 shall be void and of no effect.

5.3 ADMISSION OF ADDITIONAL MEMBERS BY THE COMPANY

The Company shall admit no person as a Member of the Company after the Company's formation except upon the affirmative vote of Members holding 75% of Members votes.

5.4 ELECTION UNDER INTERNAL REVENUE CODE SECTION 754

Before any Member transfers any of the Member's rights as a Member to any person, the Members shall negotiate in good faith and shall agree whether to file an election under Internal Revenue Code section 754 to adjust the basis of Company property in connection with that transfer.

5.5 VALUATION OF MEMBERSHIP INTEREST AND BUYOUT

(A) The determination of the value of the Membership interest for a Member either a) buying into, at any time, or b) dissociating from the Company shall be calculated by determining the appraised value of the assets of the Company and subtracting from this amount any liabilities or debts of the Company and multiplying such difference by the Member's ownership percentage in the Company, provided, such value shall in no event be less than zero.

(B) The Company shall obtain, upon a Member withdrawing or dissociating from the Company, MAI certified, market-based appraisals of the Company property and calculate the buyout amount owed to the Member. If the Member disagrees with the appraised values used in the calculation, such Member will pay for his or her own MAI appraisals and the appraised values from the Company's appraisals shall be averaged with the appraised values from the Member's appraisals to determine the value of the Company property for purposes of the buyout calculation. Provided, however, notwithstanding the forgoing, the appraised values from the property appraisals used by the Company in 2010 to value Amy Puchalski's equity in the Company shall be deemed to be the appraised values of such properties through 2012.

(C) For any Buy-out of Membership shares of the Company, the majority vote of the non-withdrawing Members of the Company shall vote to make buyout payments in either one payment or in equal payments spread out over no more than 5 years.

(D) For purposes of establishing dates of joining the Company for the Initial Members or Manager, Amy and Robert Puchalski's relative date is July, 2004 and Macy Vidrine's relative date is August 31, 2010.

(E) Upon an Event of Dissociation as defined in Section 6.2, the Interim Distributions normally made to that Member shall cease and the withdrawing Member shall only be entitled to the value of the Membership interest as determined in Section 5.5(A) for the buyout of that Member's Membership interest in the Company.

SECTION 6 MEMBER DISSOCIATIONS

6.1 DEFINITION OF MEMBER DISSOCIATION

The dissociation of a Member means the termination of the Member's right to participate in the Company's business and internal affairs by voting on matters relating to the business, rights to Interim Distributions and internal affairs of the Company, by acting as an agent for the Company or otherwise.

6.2 EVENTS OF DISSOCIATION

The Company may require a Member to promptly sell all or any part of the Member's Company interest to the Company or to the other Members for the value set forth in 5.5 herein if a Member is dissociated. Under certain circumstances, a shareholder shall be required to transfer Membership interest, or proxy vote, to a physician spouse who is a shareholder of South Carolina ENT, Allergy & Sleep Medicine, P.A. In no event can the Founding Member or Founding Manager ever be forcefully Dissociated.

A Member shall be dissociated only upon the occurrence of one of the following events:

(a) The Member dies, unless the Member is a spouse of the practicing South Carolina ENT, Allergy & Sleep Medicine, P.A. physician, in which case the Member's interest shall vest only in the South Carolina ENT, Allergy & Sleep Medicine, P.A. physician;

Notwithstanding anything to the contrary, any Member who is the surviving spouse (with no legal separation or divorce proceedings having been commenced) of a physician who has been a shareholder of South Carolina ENT, Allergy & Sleep Medicine, P.A. seven and one-half (7.5) years and also a Member of this Company for at least 5 years prior to the death of the physician shall be entitled to continued Membership privileges for the duration of his or her life. However, these privileges shall be of a personal nature to the surviving spouse and not transferrable to the surviving spouse's children or subsequent non-South Carolina ENT, Allergy & Sleep Medicine, P.A. member physician spouse upon her remarriage.

(b) The physician or physician spouse incurs a Total Disability (as defined in Section 6.6), unless the physician has been a shareholder of South Carolina ENT, Allergy & Sleep Medicine, P.A. for at least seven and one-half (7.5) years in which event the Member shall not be dissociated due to an event of Total Disability;

(c) The Member resigns in accordance with Section 6.9;

(d) The Member transfers the Member's entire Company interest to another person, who is not the South Carolina ENT, Allergy & Sleep Medicine, P.A. physician spouse of the Member;

(e) The South Carolina ENT, Allergy & Sleep Medicine, P.A. physician and Member spouse divorce. In this event, the shares owned by the Member spouse shall be transferred to the physician in any settlement proceedings. Until a determination is made by a Court of competent jurisdiction, the non-physician spouse will lose the non-economic rights vested in this Agreement with proxy vote transferring to the physician spouse.

(f) The Member, or Member's spouse, is no longer employed by or a shareholder of South Carolina ENT, Allergy & Sleep Medicine, P.A. This will not apply in the event the Member or physician spouse has been a shareholder of South Carolina ENT, Allergy & Sleep Medicine, P.A. for a period of at least seven and one-half (7.5) years.

(g) In the event the Member (who is not a physician with South Carolina ENT, Allergy & Sleep Medicine, P.A.) becomes incapacitated or incompetent and therefore unable to participate in Company business, the Member's non-economic right to participate in any Company business shall vest in the physician spouse for the duration of the disability.

(h) Upon a vote to expel a Member pursuant to Section 2.6 or 6.9.

6.3 LOSS OF VOTING RIGHTS, ETC., UPON DISSOCIATION

Except as otherwise expressly provided in this Agreement, a Member upon the Member's dissociation shall immediately lose any right of the Member to participate in the business and affairs of the Company by voting on Member Matters, by acting as an agent for the Company, by initiating a dispute in the Member's capacity as a Member, by having access to Company information in the Member's capacity as a Member or by any other means.

6.4 NO DISTRIBUTIONS, ETC., TO DISSOCIATED MEMBERS

A Member's dissociation shall not entitle the Member to receive any distribution of Company profits or other assets or to receive any payment for the Member's Company interest, unless said profits, assets or payment for the Member's interest are owed to the Member from a date which precedes the Member's date of dissociation.

6.5 DEFINITION OF TOTAL DISABILITY

A Member, if a physician or Member's physician spouse, shall be deemed to have incurred a Total Disability within the meaning of Section 6.2(b) as defined by the shareholder's agreement with South Carolina ENT, Allergy & Sleep Medicine, P.A.

6.6 DETERMINATION OF TOTAL DISABILITY

Whether a Member, or a Member's physician spouse, has incurred a Total Disability and the date on which the Member, or Member's physician spouse, has incurred a Total Disability shall be determined by the vote of other Members holding a majority of Member votes (except the votes of the Member about whose disability they are voting). All such determinations shall be subject to review in arbitration under Section 19.

6.7 DEFINITION AND EFFECTIVE DATE OF RESIGNATION

For purposes of this Section 6, the resignation of a Member means the Member's voluntary written renunciation of the Member's right to participate in the business and internal affairs of the Company. A Member shall be deemed to have resigned from the Company within the meaning of this Section 6 on the effective date of the notice of resignation described in Section 6.9.

6.8 RIGHT OF MEMBERS TO RESIGN FROM COMPANY; NOTICE OF RESIGNATION

A Member may without liability resign as a Member of the Company by giving written notice of resignation to the other Members. The resignation shall be effective 60 days after all of the other Members have received the notice.

6.9 EXPULSION OF MEMBER

A Member may only be expelled by the Company upon a majority vote of the Members and forced to accept a buyout of his or her interest as valued in Section 5 if a Member:

(a) is a physician owning an interest in the Company and the physician withdraws from practice with South Carolina ENT, Allergy & Sleep Medicine, P.A. prior his or her seven and one-half (7.5) year anniversary of his becoming a shareholder in South Carolina ENT, Allergy & Sleep Medicine, P.A.; or,

(b) is the spouse member of a South Carolina ENT, Allergy & Sleep Medicine, P.A. physician who leaves the practice prior to the 7.5th anniversary of the Member spouse's becoming a shareholder in South Carolina ENT, Allergy & Sleep Medicine, P.A.; or,

(c) ~~Members vote to expel, reduce or sell the Member's Membership interest pursuant to Section 2.6 of this Agreement.~~

SECTION 7 MANAGER'S DUTY OF CARE; RELATED MATTERS

7.1 DUTY OF CARE – GENERAL RULE

In participating in or handling any matter (a “Company matter”) relating to the business and internal affairs of the Company, the Manager shall use his reasonable best efforts to further the interests of the Company;

PROVIDED, that the Manager shall be liable for violations of their duty of care as Manager only as provided in Section 7.2.

7.2 PERSONAL LIABILITY OF MANAGERS FOR FAILURE TO USE ORDINARY PRUDENCE

The Manager shall be personally liable to the Company for money damages and other relief if, in participating in or handling any Company matter as Manager:

They fail to exercise the care that an ordinarily prudent person would exercise under similar circumstances; and

They are unable to rely on the defenses to liability set forth in Sections 7.4 and 7.5.

7.3 DUTY TO OBTAIN INFORMATION

Before making any decisions or taking any action in a Company matter, the Manager in his capacity as Manager shall use their best efforts to obtain all relevant information.

7.4 NO MANAGER LIABILITY IF A MANAGER RELIES ON COMPANY INFORMATION, ON OTHER COMPANY MANAGERS, ETC.

No Manager as a Manager shall be personally liable to the Company or to the Members for any claim of violation of the Manager’s duties under this Section 7 to the extent that, with respect to the matter in question, the Manager has acted in reasonable reliance on:

- (a) Company records;
- (b) Other Company Managers, employees or officers of the Company, the Manager reasonably believed to be competent in the matter in question;
- (c) Other persons whom, at the time of the action, the Manager reasonably believed to be competent in the matter in question; or
- (d) Any provision of this Agreement.

7.5 NO MEMBER LIABILITY FOR ACTIONS TAKEN IN GOOD FAITH, ETC.

No Manager in the Manager's capacity as a Manager shall be personally liable for a breach of any duty of the Manager under this Section 7 if, with respect to the matter in question, the Manager has acted:

- (a) In good faith; and,
 - (b) In the reasonable belief that the action was in the best interest of the Company;
- and,
- (c) With reasonable diligence.

7.6 WHO MAY CLAIM BREACH OF THIS SECTION; MEMBER VOTE NECESSARY TO MAKE CLAIM

Only the Company may make a claim against a Manager for a breach of a duty of the Manager under this Section 7. The Company shall make no such claim except upon the unanimous vote of Members entitled to vote (exclusive of the votes, if any, of the Manager potentially subject to the claim).

7.7 STANDARD OF PROOF

Any claim of breach of this Section 7 shall be deemed to be proven if supported by a preponderance of the evidence.

7.8 INDEMNIFICATION OF MANAGERS FOR CLAIMS UNDER THIS SECTION

If any person makes a claim against a Manager for a violation of a duty of the Manager under this Section 7, the Company shall indemnify the Manager for reasonable expenses and for damages or settlement amounts reasonably incurred by the Manager in respect of the claim if Disinterested Members holding a majority of Member votes (exclusive of the Member votes, if any, of the Manager who is the subject of the claim) determine that in respect of the matter in question:

The Manager has exercised the care that an ordinarily prudent person would exercise under similar circumstances; or

The Manager is protected from liability under Section 7.4 or 7.5

7.9 ADVANCEMENT OF ARBITRATION AND LITIGATION EXPENSES

The Company shall advance arbitration and litigation expenses to a Manager for the defense of ~~claims against the Manager for breaches of the Member's duty under this Section 7;~~

If Disinterested Members holding a majority of Member votes (excluding the Member votes, if any, of the Manager who is the subject of the claim) determine that in respect of the relevant matter, it is probable that the Manager has exercised the care that an ordinarily prudent person

would exercise under similar circumstances or that the Manager is protected from liability under Sections 7.4 or 7.5; and

If the Manager promises to return all such advances to the Company if the court, arbitrator or other tribunal deciding the claim finds otherwise.

7.10 LIABILITY INSURANCE FOR MANAGERS

~~Whether the Company shall maintain an insurance policy to cover Manager liabilities arising under this Section 7 shall be determined by the affirmative vote of Members holding a majority of Member votes:~~

SECTION 8 MANAGERS' DUTY OF LOYALTY; RELATED MATTERS

8.1 DUTY OF LOYALTY – GENERAL RULE

In matters relating to the business and affairs of the Company, Manager in his capacity as Manager shall act solely for the benefit of the Company and not for their personal benefit.

8.2 DUTY NOT TO COMPETE AGAINST THE COMPANY

In any geographical area where the Company is engaged in business or has definite plans (as evidenced by Company documents) to engage in business, a Manager shall not directly or indirectly compete against the Company while the Manager is a Manager and until the second anniversary of the date on which the Manager ceases to be a Manager; PROVIDED, that the Manager may compete against the Company with the advance consent of Disinterested Members holding a majority of Member votes (exclusive of the Member votes, if any, of the Manager who wishes to compete against the Company).

8.3 DUTIES IN DOING BUSINESS WITH COMPANY

No Manager shall engage directly or indirectly in any business arrangement or transaction with the Company on the Manager's own behalf or on behalf of a disclosed or undisclosed third party except:

After making full disclosure to the Company; and After receiving the advance consent of Disinterested Members holding a majority of Member votes (exclusive of the Member votes, if any, of the Manager wishing to engage in business with the Company).

The terms of any business engagement permitted under this Section 8.4 shall be arm's-length terms.

8.4 DUTIES WITH RESPECT TO COMPANY BUSINESS OPPORTUNITIES

If a Manager or Member learns (whether in the course of Company business or otherwise) of a business opportunity potentially valuable to the Company, the Manager or Member shall

promptly disclose the opportunity to the Company and shall not exploit the opportunity for the Manager's or Member's personal benefit unless:

(a) Within 10 business days after receiving written, faxed or emailed notice of the opportunity, the Company fails to provide either an acceptance or rejection to the Member or Manager disclosing the opportunity; or

(b) After accepting it, the Company fails to exploit it with reasonable promptness and diligence.

Whether the Company shall accept the opportunity shall be decided in each case by the affirmative vote of Disinterested Members holding a majority of Member votes (exclusive of the Member votes, if any, of the Manager who wishes to exploit the opportunity).

8.5 DUTY TO AVOID IMPROPER PERSONAL BENEFITS

If any Manager directly or indirectly receives from any person a monetarily significant benefit, including cash, in connection with the Manager's activities as a Manager of the Company, the Manager shall promptly transfer this benefit to the Company; PROVIDED, that the Manager may retain the benefit if authorized to do so:

(a) By this Agreement; or

(b) By the advance consent of Disinterested Members holding a majority of Member votes (exclusive of the Member votes, if any, of the Manager in question).

8.6 DUTIES OF GOOD FAITH AND FAIR DEALING

In all Company matters, Manager in their capacity as Manager shall act in good faith and shall deal fairly with the Company and with the Members.

8.7 WHO MAY CLAIM BREACH OF THIS SECTION; MEMBER VOTE NECESSARY TO MAKE CLAIM

Only the Company may make a claim against a Manager for a breach of the Manager's duty under this Section 8. The Company shall make no such claim except upon the affirmative vote of Members holding a majority of Member votes (exclusive of the Member votes, if any, of the Manager potentially subject to the claim).

8.8 STANDARD OF PROOF

Any claim of breach of this Section 8 shall be deemed to be proven if supported by a preponderance of the evidence.

8.9 ADVANCEMENT OF LITIGATION EXPENSES

The Company shall advance arbitration and litigation expenses to a Manager for the defense of claims against the Manager for breaches of the Manager's duty under this Section 8:

If Disinterested Members holding a majority of Member votes (excluding the Member votes, if any, of the Manager who is the subject of the claim) determine that in respect of the relevant matter, it is probable that the Manager has complied with the provisions of this Section 8; and

If the Manager promises to return all such advances to the Company if the court, arbitrator or other tribunal deciding the claim finds otherwise.

SECTION 9 MANAGER'S DUTY OF OBEDIENCE

The Manager shall promptly comply with all reasonable instructions approved by Members holding a majority of Member votes (exclusive of any votes, if any, held by the Manager).

SECTION 10 MANAGER'S DUTY OF CANDOR

The Manager shall deal honestly with the Company and, promptly after learning of any information (including information about their own health and personal affairs) that is material to the business and affairs of the Company, they shall disclose this information to the Company to the other Managers (or, if there is only one Manager, to the Members).

SECTION 11 MEMBERS' AND MANAGER'S DUTY OF CONFIDENTIALITY

11.1 MEMBERS' AND MANAGER'S DUTY TO MAINTAIN CONFIDENTIALITY OF COMPANY INFORMATION

The Members and Managers:

(a) Shall maintain the confidentiality of Confidential Information (as defined in Section 11.2);

(b) Except as required in conducting the business and internal affairs of the Company, shall not disclose Confidential Information to any third party;

(c) Shall make copies of documents and other media containing Confidential Information only for the benefit of the Company;

(d) Shall use Confidential Information only for the benefit of the Company; and

(e) Promptly after ceasing to be Members and Managers (as the case may be), shall return to the Company all documents and other media containing Confidential Information.

11.2 DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, Confidential Information means:

- (a) The terms of this Agreement; PROVIDED, that a Member may disclose these terms on a confidential basis to his or her spouse and professional advisers;
- (b) Information that the Company maintains in confidence;
- (c) Information that the Member or Manager knows to be proprietary to the Company;
- (d) Financial information relating to the Company and to the Members;
- (e) Information relating to Company marketing and business plans and strategies;
- (f) Information concerning the design and manufacture of Company products and concerning methods of providing Company services;
- (g) Information in Company personnel files and similar file relating to Company Members and employees;
- (h) Information entrusted to the Company in confidence by third parties;
- (i) Information reasonably designated by the Managers as Confidential Information;
- and
- (j) Information disclosed by Managers under Sections 11 and 12.

11.3 EXCEPTIONS TO DUTY OF CONFIDENTIALITY

Section 11.1 shall not apply to information:

- (a) Which the Member or Manager in question (the "Recipient") already lawfully possess at the time of its disclosure to the Member or Manager by the Company or which the Recipient lawfully obtains thereafter;
- (b) Which is already in the public domain at the time of its disclosure to the Recipient or which thereafter enters the public domain through no fault of the Member;
- (c) The disclosure of which is required by final order of a court of competent jurisdiction;

(d) The disclosure of which is made on a confidential basis to an arbitrator in an arbitration under Section 19; and

(e) Which the Company discloses without restriction to any person other than the Recipient.

11.4 BINDING EFFECT; TERMINATION

This Section 11 shall bind each Recipient even after the Recipient ceases to be a Member or Manager. Subject to any contrary arrangement with a third party, this Section 11 shall terminate upon the termination of the legal existence of the Company.

SECTION 12 MANAGER QUALIFICATIONS, RESPONSIBILITIES, ETC.

12.1 MANAGER QUALIFICATIONS

The Manager shall be a natural person and shall be a shareholder of South Carolina ENT, Allergy & Sleep Medicine, P.A.

12.2 MANAGER TITLES

In performing management functions for the Company, Managers may use the title "Manager" or such other title or titles (including, without limitation, the title "President" or "Chief Executive Officer") as the Members may determine from time to time by affirmative vote of Members holding a majority of Member votes.

12.3 MANAGER RESPONSIBILITIES

The Manager shall have general responsibilities for managing the day to day business and internal affairs of the Company. The Manager shall have any additional responsibilities that are set forth in this Agreement or that the Members may determine from time to time by affirmative vote of Members holding a majority of Member votes. If the Managers responsibilities are expanded pursuant to this section, the Manager may request a reasonable management fee to be determined by the Members based upon a fair market valuation of the services performed.

12.4 MULTIPLE MANAGER VOTING - N/A

12.5 METHOD OF APPOINTING MANAGERS AFTER INITIAL MANAGER

Subsequent to the terms of 12.6 herein, after the formation of the Company, Managers shall be appointed by the affirmative vote of Members holding seventy-five (75%) percent of Member votes.

12.6 MANAGER'S TERM OF OFFICE

The term of office of each Manager shall be indefinite, but shall terminate upon the earliest of the date of the Manager's (a) death, (b) resignation, (c) disability (as determined by vote of Members holding a majority of votes) or (d) removal as a Manager. Robert Puchalski, as Founding Manager, shall remain as Manager for the duration of his association with the Company, even if he is no longer a shareholder with South Carolina ENT, Allergy & Sleep Medicine, P.A. except as provided in Section 12.8.

12.7 MANAGER RESIGNATION

A Manager may resign as a Manager upon giving 60 days' written notice to each Member. Except as otherwise provided in this Agreement, the Manager shall have no liability to the Company or to the other Members for any such resignation; PROVIDED, that the resignation shall not absolve the Manager from any liabilities arising before the resignation.

12.8 MANAGER REMOVALS

The Members may, without liability, remove a Manager, except Robert Puchalski if he is serving as Manager, at any time with or without cause by affirmative vote of Members holding seventy-five (75%) percent of Member votes (exclusive of the votes, if any, of the Manager being removed). Robert Puchalski may only be removed by the Members if a unanimous vote (exclusive of any votes held by Robert Puchalski) is taken to remove him and only as a result of an intentionally illegal action by or on behalf of the Company or he attempts to secure or sign a contract or any other document purporting to sell any real property asset of the Company or obligate the Company to purchase additional real property without obtaining prior approval of the Members.

12.9 NO MANAGER LIABILITY AS MANAGER FOR CLAIMS AGAINST COMPANY BY THIRD PARTIES

No Manager as such shall have personal liability for a claim against the Company by any third party. Managers shall be personally liable for their personal misconduct as provided by this Agreement and by applicable law.

12.10 MANAGERS' EXCLUSIVE RIGHT TO BIND COMPANY, ETC.

Only the Manager shall have the following rights:

12.10.1 CONTRACTS

The Manager shall have the right to bind the Company in dealings with third parties.

12.10.2 BUSINESS DECISIONS

The Manager shall have the exclusive right to decide all Company matters relating to the business of the Company.

12.10.3 CONDUCT OF BUSINESS AND AFFAIRS OF COMPANY

The Manager shall have the right to conduct the day to day business and internal affairs of the Company. The Manager shall have the right to employ accountants, attorneys, property or construction managers and other persons whose employ would benefit the Company. The Manager shall also have the exclusive right to determine appropriate distributions to Members based on their Membership interest and the cash position of the Company at the time of the anticipated distribution. Matters outside the normal operations of Company business, such as selling, buying or mortgaging of any Company real property asset, shall be handled by the Manager but upon written approval and direction of Members holding seventy-five (75%) percent of the Member votes.

12.11 DUTY OF MANAGER TO INFORM MEMBERS

The Manager shall use reasonable efforts to inform the Members on an annual basis, or as requested by the Members, concerning the internal affairs of the Company and the condition of its business.

12.12 MANAGER VALUATION OF CONTRIBUTIONS, ETC.

Whenever, after the formation of the Company, the Company admits a person as a new Member of the Company, the Manager (and not the Members):

Shall promptly determine in dollars a value for the contribution of that person in exchange for the person's Membership or that there was no contribution;

Shall record this determination in the records of the Company; and

Shall promptly notify all Members concerning the determination. Thereafter, in the absence of fraud, the determination shall be conclusive as to the value of the contribution or as to whether there was a contribution.

12.12 INITIAL MANAGER

The Company shall be managed by Robert Puchalski as the initial Manager of the Company.

12.13 APPOINTMENT OF SUBSTITUTE MANAGER(S)

The Members shall have the right to appoint a substitute "Manager: or "Managers" to operate the Company and to conduct its business in the event of illness, disability, or death of the primary Manager, and his substitute or successor. The Members shall also have the right to nominate or elect an additional Manager for the purposes set forth herein. The "Manager" shall have the rights, powers, and obligations granted or created herein to the initial Managers, except as the Members shall otherwise restrict or limit in the document appointing the "Manager".

SECTION 13 MEMBERS' REPRESENTATIONS AND WARRANTIES

13.1 REPRESENTATIONS AND WARRANTY BY INDIVIDUAL MEMBERS

Each Member represents and warrants in the Member's capacity as a Member as follows:

13.1.1 FREEDOM OF MEMBER TO ENTER INTO AGREEMENT, ETC.

The Member:

(a) Is legally free to enter into this Agreement and to perform the Member's obligations under the Agreement in accordance with its terms; and

(b) Is not prevented from doing so by order of any court or other governmental authority, by any agreement with a third party (including an employment agreement, non-competition agreement or non-disclosure agreement) or by any other cause.

13.1.2 GOOD FAITH, DISCLOSURE, ETC., IN NEGOTIATING TERMS OF AGREEMENT

In negotiating and entering into this Agreement, the Member has acted fairly and in good faith and has disclosed to the other Members all information reasonably likely to be relevant to them in determining whether to enter into it.

13.1.3 ACCESS TO LEGAL ADVICE, ETC.

Before accepting the terms of this Agreement, the Member has had every reasonable opportunity to consider these terms and to review them with the Member's personal attorney.

13.1.4 FREE ACCEPTANCE OF TERMS, ETC.

Each Member has accepted the terms of this Agreement knowingly and freely.

13.2 DUTY TO UPDATE

If, after a Member signs this Agreement, the Member discovers that any of the above representations were erroneous when made or have become erroneous, the Member shall immediately so advise the other Members.

SECTION 14 COMPANY RECORDS, BOOKS OF ACCOUNT, REPORTS TO MEMBERS, ETC.

14.1 RECORDS TO BE MAINTAINED BY COMPANY

The Company shall maintain at its principal place of business:

- (a) A copy of its Articles and operating agreement and all amendments of these documents;
- (b) Copies of all of its federal and state tax returns;
- (c) A current list of the name and last known business, residence or mailing address of each of its Members;
- (d) True and complete information concerning:

The amount of cash and a description and statement of the value of any other property or services which each Member has contributed to the Company or which any Member has agreed to contribute to it;

Any return by the Company to a Member of cash or other property contributed by the Member; and

- e) Any record stating the date on which each Member became a Member (unless this date is evident from the content of the Agreement).

14.2 BOOKS OF ACCOUNT

The Company shall maintain books of account concerning the business and affairs of the Company that shall be:

- (a) Accurate;
- (b) Reasonably current; and
- (c) In compliance with financial and other standards normally applicable to the records of business organizations generally similar to the Company in size and business activities.

14.3 REPORTS TO MEMBERS, ETC.

Through the provision of written financial reports or through other appropriate measures, the Company shall advise the Members on a regular basis concerning the financial and business condition of the Company.

SECTION 15 TAX PLANNING AND COMPLIANCE

15.1 IMPORTANCE TO COMPANY OF TAX MANAGEMENT AND COMPLIANCE

The parties acknowledge the importance to the Company and the Members of:

Competent tax planning for the Company and for the Members as Members; and

~~Full compliance by the Company and by the Members with federal and state tax requirements applicable to the Company and the Members in their capacity as such.~~

15.2 APPOINTMENT OF COMPANY TAX ADVISER

In connection with its formation and on a continuing basis thereafter, the Members hereby appoint as the Company's tax adviser the firm of Sheheen, Hancock & Godwin in Camden, South Carolina.

The Manager may change the Company's tax adviser from time to time.

15.3 COOPERATION WITH COMPANY TAX ADVISER

The parties shall cooperate with the Company's tax adviser to the maximum reasonable extent to ensure adequate Company tax planning and compliance.

15.4 COMPANY TAX RETURNS

On a timely basis each year, the Company shall accurately complete and file its federal tax return and all applicable state returns.

15.5 COMPANY PROVISION OF TAX INFORMATION TO MEMBERS

As soon as reasonably possible after the close of each of its taxable years, the Company shall provide each Member with completed federal and state tax forms and with all other documents and information relevant to the federal and state tax liabilities of the Member as a Member of the Company; PROVIDED, that each Member shall have sole responsibility for preparing and timely filing the Member's federal and state tax returns and for paying the Member's taxes, and the Company shall have no responsibility or liability with respect to these matters.

15.6 COMPANY COMPUTATION AND RECORDING OF MEMBERS' CONTRIBUTIONS, CAPITAL ACCOUNTS AND ADJUSTED TAX BASES

The Company shall compute on a current basis and in accordance with applicable U.S. Treasury Department regulations the contributions and capital accounts of the Members and their adjusted tax bases in their Company interests.

The Company shall maintain current and accurate records concerning Members' contributions, capital accounts and adjusted tax bases and, promptly after the request of any Member, shall make these records available to the Member.

15.7 PLANNING OF INDIVIDUAL TRANSACTIONS

Before undertaking any major transaction involving the Company or any Member in the Member's capacity as a Member:

(a) The Company and each affected Member shall consult with one or more partnership tax experts concerning the tax implications of the transactions; and

(b) The Company and affected Members shall make any tax elections and shall take any other actions necessary or appropriate in the circumstances to ensure tax compliance and maximum lawful tax avoidance.

The issue of the fairness of the transaction to the Company and to the Members shall be subject to arbitration under Section 19.

15.8 TAX DISTRIBUTIONS

If any Member requires a distribution of all or any portion of the Member's share of Company profits in order to pay the Member's federal or other taxes on the Member's share of these profits for any taxable year, the Company shall, to the extent that its financial condition reasonably permits, make this distribution to the Member on a timely basis; PROVIDED, that as a condition for the distribution, the Company may, under reasonable conditions of confidentiality, require the Member to disclose to the Company's tax adviser relevant information concerning the Member's tax and financial affairs.

15.9 TAX MATTERS PARTNER

Robert Puchalski shall serve as the Company's tax matters partner for purposes of unified administrative and judicial federal tax proceedings under Internal Revenue Code section 6231(a)(1).

SECTION 16 COMPANY DISSOLUTION, WINDING-UP AND LIQUIDATION; LIQUIDATION DISTRIBUTIONS

16.1 DEFINITION OF COMPANY DISSOLUTION, ETC.

For purposes of this Agreement, the following terms shall have the following meanings:

16.1.1 DISSOLUTION

The dissolution of the Company shall mean the cessation of its normal business activities and the beginning of the process of winding up its business and internal affairs and of liquidating it.

16.1.2 WINDING-UP

The winding-up of the Company shall mean the process of concluding its existing business activities and preparing for its liquidation.

16.1.3 LIQUIDATION

The liquidation of the Company shall mean the sale or other disposition of its assets and the distribution of its assets (or the distribution of the proceeds of the sale or other disposition of its assets) to its creditors and to the Members.

16.2 EVENTS CAUSING DISSOLUTION

The Company shall be dissolved:

(a) Upon the affirmative vote of Members holding seventy-five (75%) percent of Member votes; PROVIDED, that upon any such dissolution, Members holding less than the required number of votes may seek damages and other relief in arbitration under Section 19 for any injury unfairly resulting to them or likely to result from the dissolution;

(b) Upon the issuance of an order of dissolution by a court or by the Secretary of State; or

(c) Upon the issuance of an order of dissolution by an arbitrator under Section 19.

16.3 EFFECTIVE DATE OF DISSOLUTION OF COMPANY BY VOTE OF MEMBERS

The dissolution of a Company by vote of the Members shall be effective on the date specified in that vote or, if the Members do not specify a date, then on the date of completion of the vote.

16.4 DETERMINATION

The date on which the Company shall deliver a certificate of cancellation to the Secretary of State for filing and the effective date of this certificate shall be determined by the affirmative vote of Members holding seventy-five (75%) percent of the Members votes.

16.5 CESSATION OF COMPANY'S LEGAL EXISTENCE

Unless a court or administrative authority duly and finally determines otherwise, the Company shall cease to exist as a legal entity on the effective date set forth in the certificate of cancellation.

16.6 WINDING-UP OF COMPANY

After the Company is dissolved, the person or persons responsible for winding it up shall as expeditiously as reasonably possible:

- (a) Wind up its business and internal affairs; and
- (b) Cause its liquidation.

During the wind-up period, the Company shall accept no new business except to the extent necessary to dispose of existing inventory.

16.7 COMPLIANCE WITH THE LAWS OF THIS STATE APPLICABLE TO ENTITY DISSOLUTIONS AND LIQUIDATION

The Company shall make no distribution to Members or others in connection with its liquidation until it has complied with all applicable laws and regulations of this State (including tax laws and regulations) relating to its dissolution and liquidation.

16.8 DISPOSITION OF KNOWN AND UNKNOWN CLAIMS AGAINST COMPANY

Promptly after the dissolution of the Company, the Company shall take all reasonable measures under the laws of this State to dispose of (and, to the extent reasonable, to bar) known and unknown claims against the Company.

16.9 DISTRIBUTIONS UPON COMPANY LIQUIDATION

Upon completion of the Company's winding-up but, if reasonably possible, on or before the date of termination of the Company's legal existence, the Company shall (subject to any applicable provisions of section 704(b) of the Internal Revenue Code and other applicable federal and state law) distribute its assets as follows:

First, the Company shall pay (or shall make adequate provision to pay) its creditors.

Second, the Company shall distribute its assets to Members in satisfaction of its liabilities for distributions to them under Section 4.

Third, the Company shall distribute its assets to Members for the return of their contributions.

Fourth, the Company shall distribute its assets to Members in accordance with their right to share in distributions of its assets under Section 4.

16.10 DUTY TO CONSULT TAX ADVISER IN CONNECTION WITH COMPANY DISSOLUTIONS, ETC.

Before the Members begin to wind-up and liquidation of the Company, the Company and the Members shall consult with their respective tax advisers and shall structure and implement the liquidation in a manner that is as fair as possible to each Member from the tax viewpoint.

SECTION 17 ASSIGNMENTS OF COMPANY INTERESTS

Except as otherwise provided in this Agreement:

17.1 DEFINITION OF ASSIGNMENT

For purposes of this Agreement, an assignment means a transfer by a Member of all or any portion of the Member's Company interest to another person.

17.2 NO ASSIGNEE RIGHT TO PARTICIPATE IN THE MANAGEMENT OF THE COMPANY

No person receiving an Assignment shall, solely by reason of the Assignment, have any right to participate in the business and affairs of the Company by any means, including participation by voting, by access to Company information, or by initiating lawsuits or arbitrations; PROVIDED, that, to the extent permissible under the Company Act, an assignee may initiate an arbitration on behalf of the Company in accordance with the provisions of the Company Act.

17.3 NO ASSIGNEE LIABILITY FOR CERTAIN OBLIGATIONS OF ASSIGNOR

No assignee shall be liable for obligations of an assignor of which the assignee was unaware and which the assignee could not ascertain from this Agreement.

17.4 CONTINUING LIABILITY OF ASSIGNOR FOR CERTAIN OBLIGATIONS

Notwithstanding an assignor's making an Assignment, the assignor shall remain liable for the assignor's obligations to make contribution to the Company and to return Unlawful Distributions received by the assignor.

17.5 NO ASSIGNEE LIABILITY FOR COMPANY OBLIGATIONS

No assignee as such shall be liable for any obligations of the Company solely by reason of the Assignment.

SECTION 18 TERM OF AGREEMENT; TERMINATION; SURVIVAL OF CERTAIN RIGHTS AND DUTIES, ETC.

18.1 TERM

Subject to the provision of Section 18.2 through 18.4, the term of this Agreement shall begin on the Effective Date (as defined in Section 1.1) and, unless earlier terminated by the parties, shall terminate:

(a) If the Company is terminated by vote of the Members on the effective date of the certificate of cancellation of the Company's Articles of Organization;

(b) If the Company is terminated by decree of a duly authorized judicial or administrative authority, on the date of termination of the Company's existence as determined by that authority;

(c) If no clear date is established under Section 18.1 (a) or (b) and if the Members can agree on no such date, by determination of an arbitrator under Section 19; or

(d) At such time as specified in the Articles of Organization, as amended.

18.2 SURVIVAL OF ACCRUED RIGHTS, ETC.

Rights, duties and liabilities accrued by the parties under this Agreement before its termination shall continue in full force and effect after its termination.

18.3 ARBITRATION OF MATTERS RELATING TO COMPANY'S WINDING-UP, ETC.

Notwithstanding the termination of this Agreement, any party may, after the termination, initiate an arbitration under Article 19 to determine and enforce rights and duties of the party relating to:

(a) Matter arising before and during the Company's winding up;

(b) The Company's liquidation; and

(c) Matters arising after the cancellation of the Company's Articles.

SECTION 19 ARBITRATION OF COMPANY DISPUTES

19.1 MANDATORY ARBITRATION OF CERTAIN DISPUTED MATTERS

Any dispute between or among the parties relating to Arbitrable Matters (as defined in Section 19.2) shall be exclusively and finally resolved by arbitration by a single arbitrator (the "Arbitrator") without recourse to any court.

19.2 DEFINITION OF ARBITRABLE MATTER

Arbitrable Matters shall include only the following types of matters:

How to construe and enforce the provisions of this Section (including any matter concerning the scope of these provisions);

Whether the purchase price or the other terms of purchase of a Member's Company interest pursuant to the terms of this Agreement are fair to the Company and to the Members;

Any claim by a Member in the Member's capacity as a Member against any other Member in that other Member's capacity as a Member;

Whether any such action by the Company or by the Members is (a) contrary to this Agreement or (b) seriously unfair to any Member;

Whether the expulsion of a Member under Section 6.9 is fair;

Whether a vote by majority Members concerning the Company's dissolution is fair to minority Members; and

Any other matter that, in the Arbitrator's view, is appropriate for decision under this Section.

19.3 EXCLUSIONS FROM DEFINITION OF ARBITRABLE MATTER

Arbitrable Matters shall not include:

- (a) Routine business matters of the Company;
- (b) Matters requiring urgent judicial relief; or
- (c) Matters involving the enforcement of orders under this Section 19.

19.4 RULES GOVERNING ARBITRATION

Except as otherwise provided in this Section, any arbitration (an "Arbitration") under this section shall be governed by the Rules of Commercial Arbitration of the American Arbitration Association ("AAA").

19.5 NOTICE OF ARBITRATION

Any Member may initiate an Arbitration of any Arbitrable Matter. The initiating Member shall do so by providing written notice of the Arbitration to the other Members. The notice shall bear a current date, shall state the name of the initiating Member and shall briefly state the matter to be arbitrated.

19.6 SELECTION OF ARBITRATOR

If, within 15 business days after all the parties entitled to notice of an Arbitration have received that notice, the Members have not agreed among themselves as to the identity of the Arbitrator or the site of the Arbitration, the Company shall immediately refer these matters for resolution by the AAA office located in the city of Camden, South Carolina, or the AAA office nearest thereto. That office may resolve these matters without liability and in its sole discretion.

19.7 NO APPEAL, ETC.

No Member shall appeal to any court an order of an Arbitrator under this Section 19. The Company or any Member may enter any such order in any court of competent jurisdiction.

19.8 ALLOCATIONS OF COSTS, FEES, ETC.

The Arbitrator may allocate among the Members the costs, fees and other expenses relating to an Arbitration in any manner that the Arbitrator shall determine to be appropriate in his or her absolute discretion; PROVIDED, that if the Arbitrator determines that a party has initiated an Arbitration without a reasonable basis for doing so, the Arbitrator shall assess against that party the costs of the other parties relating to the Arbitration, including the reasonable attorney's fees.

19.9 AWARDING OF LITIGATION COSTS TO PREVAILING PARTY

If, in a suit in law or equity, any party seeks judicial review of any issue arising in an Arbitration under this Section, an Arbitrator under this Section may allocate to the losing party in that suit all costs reasonably incurred by the prevailing party.

SECTION 20 GENERAL PROVISIONS

20.1 ENTIRE AGREEMENT

This Agreement contains the entire agreement among the parties concerning its subject matter and replaces all other agreements among them, whether written or oral, concerning this subject matter.

20.2 AMENDMENTS

No amendment to this Agreement shall be valid unless set forth in a writing signed by all parties.

20.3 INCORPORATION OF EXHIBITS

All exhibits identified in the Agreement as exhibits to the Agreement are hereby incorporated into the Agreement and made integral parts of it.

20.4 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of South Carolina without giving effect to any choice-of-law or conflict-of-law provision or rule (whether of the State of South Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of South Carolina.

20.5 FORUM FOR LITIGATION; ACCEPTANCE OF PERSONAL JURISDICTION

If any party sues another party in a suit under or relating to this Agreement, the party bringing the suit shall do so in the courts of the State of South Carolina. The parties hereby irrevocably accept the personal jurisdiction of those courts in any such suit.

20.6 ASSIGNMENTS AND DELEGATIONS

Excepting powers previously granted to the Manager herein, no party shall assign any of its rights or delegate any of its duties under this Agreement to any third party except with the consent of the other parties to the Agreement, which consent these other parties shall not unreasonably withhold.

20.7 CAPTIONS

All captions in this Agreement are for the convenience only and shall be deemed irrelevant in construing any provision of the Agreement.

20.8 NOTICES

All notices under this Agreement shall be in writing and shall be delivered to a party at the party's address as stated on the first page of this Agreement. A party may change this address upon reasonable notice to the other parties. Notices provided under this Agreement shall be deemed to be received when actually received.

20.9 MEANING AND CONSTRUCTION OF "INCLUDING" AND "PERSON"

The terms "including" and "includes" as used in this Agreement shall denote partial definitions. The term "person" as used in this Agreement shall mean a natural person or an entity as the context shall require.

20.10 NUMBER AND GENDER

As of the context shall require:

The use of the singular in this Agreement shall denote the plural and vice versa; and

The use of a participating gender shall denote another gender.

20.11 WAIVERS

No delay of or omission by a party in the exercise of any right, power or remedy accruing to the party as a result of any breach or default by another party under this Agreement:

(a) Shall impair any such right, power or remedy accruing to the party;

(b) Shall be construed as a waiver of or acquiescence by the party in any such breach or default or of any similar breach or default occurring later.

No waiver by a party of any single breach or default under this Agreement shall be construed as a waiver by the party of any other breach or default occurring before or after that waiver.

20.12 SEPARABILITY OF PROVISIONS

Each provision of this Agreement (a "Provision") shall be deemed separable. If any (a) Provision or (b) the application of any Provision to any person or circumstance shall be held invalid or unenforceable in any jurisdiction, the Provision shall be ineffective:

(a) Only in that jurisdiction;

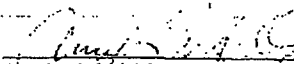
(b) Only to the extent that it has been expressly held to be invalid or unenforceable in that jurisdiction; and

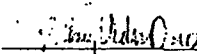
(c) Without invalidating any other provision of the Agreement or the application of the Provision itself to persons or circumstances other than those to which it was held invalid or unenforceable in the jurisdiction in question.

20.13 COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties to this Agreement in a separate counterparts. Each of these counterparts when so executed shall be deemed to be an original and all such counterparts taken together shall constitute one and the same agreement.

In witness of their acceptance of the above terms and conditions, the parties, in their capacities as Members and Manager, by themselves or by their duly authorized representatives, have duly signed and dated this Agreement as follows:


Amy Puchalski, Member


Macy Vidrine, Member

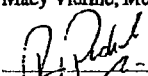

Robert Puchalski,
Manager of SCENT Land Holdings, L.L.C.

EXHIBIT "A"

Articles of Organization

EXHIBIT "B"

Company Debt

Loan No.	Entity	Collateral	Balance as of 8/18/2010	Payment	Due Date	Draft Amt.	Draft From	Maturity Date
75-085362-2	SCENT Land Holdings, L.L.C.	Lot 5 Medical Park Dr., Hartsville, SC	\$1,039,503.72	\$6,745.00	9/8/2010	\$6,745.00	56-566926-2	3/8/2014
77-086101-3	SCENT Land Holdings, L.L.C.	Park Central Site #4, Sunset Dr., Columbia 29203	\$375,268.47	\$5,000.00	9/8/2010	\$5,000.00	56-566926-2	5/25/2014
75-016869-5	SCENT Land Holdings, L.L.C.	Office located at Hwy. 601, Lugoff	\$1,622,669.60	Interest Only	9/5/2010			5/5/2015

SHEHEEN, HANCOCK & GODWIN, LLP, CPAS
P.O. DRAWER 428
CAMDEN, S.C. 29021
TELEPHONE(803) 432-1424 FAX(803) 432-1831

JULY 8, 2010

SCENT LAND HOLDINGS LLC
1165 HIGHWAY 1 SOUTH
LUGOFF, SC 29078

SCENT LAND HOLDINGS LLC:

WE HAVE PREPARED AND ENCLOSED YOUR 2009 PARTNERSHIP RETURNS
FOR THE YEAR ENDED DECEMBER 31, 2009.

THIS RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING. IF YOU
WISH TO HAVE IT TRANSMITTED ELECTRONICALLY TO THE IRS, PLEASE
SIGN, DATE, AND RETURN FORM 8879-PE TO OUR OFFICE. WE WILL
THEN SUBMIT YOUR ELECTRONIC RETURN TO THE IRS. DO NOT MAIL
THE PAPER COPY OF THE RETURN TO THE IRS. RETURN FEDERAL FORM
8879-PE TO US AS SOON AS POSSIBLE.

THE SOUTH CAROLINA FORM SC1065 SHOULD BE MAILED ON OR BEFORE
SEPTEMBER 15, 2010 TO:

SC DEPARTMENT OF REVENUE
PARTNERSHIP RETURN
COLUMBIA, SC 29214-0008

NO PAYMENT IS REQUIRED WITH THIS RETURN WHEN FILED.

ATTACHED ARE SCHEDULES K-1 FOR ALL PARTNERS INDICATING THEIR
SHARE OF INCOME, DEDUCTIONS AND CREDITS TO BE REPORTED ON
THEIR RESPECTIVE TAX RETURNS. THESE SCHEDULES SHOULD BE
IMMEDIATELY FORWARDED TO EACH OF THE PARTNERS.

COPIES OF THE RETURNS ARE ENCLOSED FOR YOUR FILES. WE
SUGGEST THAT YOU RETAIN THESE COPIES INDEFINITELY.

SINCERELY,

SHEHEEN, HANCOCK & GODWIN, LLP, CPAS

**Application for Automatic Extension of Time To File Certain
Business Income Tax, Information, and Other Returns**
► File a separate application for each return.
► See separate instructions.

OMB No. 1545-0233

**Type or
Print**

File by the due
date for the
return for which
an extension is
requested. See
instructions.

Name

SCENT LAND HOLDINGS

Identifying number

26-3444811

Number, street, and room or suite no. (If P.O. box, see instructions.)

1165 HWY 1 SOUTH SUITE 300

City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)).

LUGOFF, SC 29078

Note. See instructions before completing this form.

Part I Automatic 5-Month Extension Complete if Filing Form 1065, 1041, or 8804

1a Enter the form code for the return that this application is for (see below)				0	9
Application Is For:	Form Code	Application Is For:	Form Code		
Form 1065	09	Form 1041 (estate)	04		
Form 8804	03	Form 1041 (trust)	05		

Part II Automatic 6-Month Extension Complete if Filing Other Forms

b Enter the form code for the return that this application is for (see below)					
Application Is For:	Form Code	Application Is For:	Form Code		
Form 706-GS(D)	01	Form 1120-EC	21		
Form 706-GS(I)	02	Form 1120-POL	22		
Form 1041-N	06	Form 1120-REN	23		
Form 1041-QP(L)	07	Form 1120-RIC	24		
Form 1042	08	Form 1120-S	25		
Form 1065-B	10	Form 1120-SF	26		
Form 1066	11	Form 1120-A	27		
Form 1120-B	12	Form 8812	28		
Form 1120-C	34	Form 8813	29		
Form 1120-P	15	Form 8725	30		
Form 1120-FSC	16	Form 8863	32		
Form 1120-F	17	Form 8876	33		
Form 1120-L	18	Form 8924	35		
Form 1120-ND	19	Form 8928	36		
Form 1120-ND (section 4951 taxes)	20				

- 2 If the organization is a foreign corporation that does not have an office or place of business in the United States, check here ☐
- 3 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here ☐
If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

Part III All Filers Must Complete This Part

- 4 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here . ☐
- 5a The application is for calendar year 20 **09**, or tax year beginning 20 and ending 20

- b Short tax year. If this tax year is less than 12 months, check the reason:
☐ Initial return ☐ Final return ☐ Change in accounting period ☐ Consolidated return to be filed

6 Tentative total tax	6	0
7 Total payments and credits (see instructions)	7	
8 Balance due. Subtract line 7 from line 6. Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions)	8	0

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 13804A

Form **7004** (Rev. 12-2002)

SHIRLEEN HANCOCK & GODWIN LLP, CPAs
P.O. BOX 428, CAMDEN, SC 29021
57-0522539

1065

Form
Department of the Treasury
Internal Revenue Service

U.S. Return of Partnership Income

For calendar year 2009, or tax year beginning _____, ending _____

OMB No. 1545-0048

2009

A Principal business activity RENTAL	Use the IRS label. Otherwise, print or type.	Name of partnership SCENT LAND HOLDINGS LLC	D Employer identification number 26-3444911
B Principal product or service BUILDING AND LAND		Number, street, and room or suite no. If a P.O. box, see the instructions. 1165 HIGHWAY 1 SOUTH	E Date business started 09/01/2008
C Business code number 531120		City or town, state, and ZIP code LUGOFF SC 29078	F Total assets \$ 2,175,268.

G Check applicable boxes: (1) ☒ Initial return (2) ☐ Final return (3) ☐ Name change (4) ☐ Address change (5) ☐ Amended return (6) ☐ Technical termination - also check (1) or (2)

H Check accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) **2**

I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year **2**

J Check if Schedules C and M-3 are attached ☐

Caution. Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Income	1 a Gross receipts or sales	1a	1c
	b Less returns and allowances	1b	
	2 Cost of goods sold (Schedule A, line 8)		2
	3 Gross profit. Subtract line 2 from line 1c		3
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)		4
	5 Net farm profit (loss) (attach Schedule F (Form 1040))		5
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)		6
	7 Other income (loss) (attach statement)		7
8 Total income (loss). Combine lines 3 through 7		8	
Deductions (see the instructions for limitations)	9 Salaries and wages (other than to partners) (less employment credits)		9
	10 Guaranteed payments to partners		10
	11 Repairs and maintenance		11
	12 Bad debts		12
	13 Rent		13
	14 Taxes and licenses		14
	15 Interest		15
	16 a Depreciation (if required, attach Form 4562)	16a	
	b Less depreciation reported on Schedule A and elsewhere on return	16b	16c
	17 Depletion (Do not deduct oil and gas depletion.)		17
	18 Retirement plans, etc.		18
	19 Employee benefit programs		19
	20 Other deductions (attach statement)		20
	21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20		21
22 Ordinary business income (loss). Subtract line 21 from line 8		22 0.	

Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge.		May the IRS discuss this return with the preparer shown below (see instr.)? ☒ Yes ☐ No
	Signature of general partner or limited liability company member manager	Date	
Paid Preparer's Only	Preparer's signature AUSTIN M. SHEHEEN	Date 07/08/10	Check if self-employed ☐
	Firm's name (or yours if self-employed), address, and ZIP code SHEHEEN HANCOCK & GODWIN LLP CPAS PO DRAWER 428 CAMDEN, SC 29021	EIN 57-0522539	Phone no. 803-432-1424

or Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form 1065 (2009)

911001 LHA
12-15-09

Schedule A Cost of Goods Sold (see the instructions)

1	Inventory at beginning of year	1	
2	Purchases less cost of items withdrawn for personal use	2	
	Cost of labor	3	
	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	Total. Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9 a Check all methods used for valuing closing inventory:

- (i) ☐ Cost as described in Regulations section 1.471-3
 (ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
 (iii) ☐ Other (specify method used and attach explanation) ▶

- b Check this box if there was a writedown of "subnormal" goods as described in Regulations section 1.471-2(c) ▶ ☐
 c Check this box if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐
 d Do the rules of section 263A (for property produced or acquired for resale) apply to the partnership? ☐ Yes ☐ No
 e Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☐ No
 If "Yes," attach explanation.

Schedule B Other Information

1 What type of entity is filing this return? Check the applicable box:				Yes	No
a ☒ Domestic general partnership	b ☐ Domestic limited partnership				
c ☐ Domestic limited liability company	d ☐ Domestic limited liability partnership				
e ☐ Foreign partnership	f ☐ Other ▶				
2 At any time during the tax year, was any partner in the partnership a disregarded entity, a partnership (including an entity treated as a partnership), a trust, an S corporation, an estate (other than an estate of a deceased partner), or a nominee or similar person?					X
3 At the end of the tax year:					
a Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see Instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership					X
b Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see Instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership				X	
4 At the end of the tax year, did the partnership:					
a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see Instructions. If "Yes," complete (i) through (iv) below					X
(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock		
b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see Instructions. If "Yes," complete (i) through (v) below					X
(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital	

Form 1065 (2009)

	Yes	No
5 Did the partnership file Form 8893, Election of Partnership Level Tax Treatment, or an election statement under section 6231(a)(1)(B)(i) for partnership-level tax treatment, that is in effect for this tax year? See Form 8893 for more details		X
6 Does the partnership satisfy all four of the following conditions?		
a The partnership's total receipts for the tax year were less than \$250,000.		
b The partnership's total assets at the end of the tax year were less than \$1 million.		
c Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.		
d The partnership is not filing and is not required to file Schedule M-3		X
If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; Item F on page 1 of Form 1065; or item L on Schedule K-1.		
7 Is this partnership a publicly traded partnership as defined in section 469(k)(2)?		X
8 During the tax year, did the partnership have any debt that was cancelled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?		X
9 Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?		X
10 At any time during calendar year 2009, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts. If "Yes," enter the name of the foreign country. ►		X
11 At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions		X
12a Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding a section 754 election.		X
b Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 734(b)? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
c Is the partnership required to adjust the basis of partnership assets under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
13 Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than entities wholly-owned by the partnership throughout the tax year) ► ☐		
14 At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property?		X
15 If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities, enter the number of Forms 8858 attached. See instructions ►		
16 Does the partnership have any foreign partners? If "Yes," enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership. ►		X
17 Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return. ►		

Designation of Tax Matters Partner (see instructions)

Enter below the general partner designated as the tax matters partner (TMP) for the tax year of this return:

Name of designated TMP ► **AMY PUCHALSKI**Identifying number of TMP ► **183-54-2296**

If the TMP is an entity, name of TMP representative ►

Phone number of TMP ►

Address of designated TMP ► **3 PUDDLE LAND
CAMDEN, SC 29020**

Form 1065 (2009)

Schedule K Partners' Distributive Share Items		Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1 0.
	2 Net rental real estate income (loss) (attach Form 8825) SEE STATEMENT 1	2 9,609.
	3 a Other gross rental income (loss) 3a	
	b Expenses from other rental activities (attach statement) 3b	
	c Other net rental income (loss). Subtract line 3b from line 3a	3c
	4 Guaranteed payments	4
	5 Interest income	5
	6 Dividends: a Ordinary dividends	6a
	b Qualified dividends 6b	
	7 Royalties	7
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8
Deductions	9 a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a
	b Collectibles (28%) gain (loss) 9b	
	c Unrecaptured section 1250 gain (attach statement) 9c	
	10 Net section 1231 gain (loss) (attach Form 4797)	10
	11 Other income (loss) (see instructions) Type ▶	11
	12 Section 179 deduction (attach Form 4562)	12
	13 a Contributions	13a
	b Investment interest expense	13b
	c Section 59(e)(2) expenditures: (1) Type ▶ (2) Amount ▶	13c(2)
	d Other deductions (see instructions) Type ▶	13d
	Self-Employment	14 a Net earnings (loss) from self-employment
b Gross farming or fishing income		14b
c Gross nonfarm income		14c
Credits	15 a Low-income housing credit (section 42(j)(5))	15a
	b Low-income housing credit (other)	15b
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	15c
	d Other rental real estate credits (see instructions) Type ▶	15d
	e Other rental credits (see instructions) Type ▶	15e
	f Other credits (see instructions) Type ▶	15f
Foreign Transactions	16 a Name of country or U.S. possession ▶	
	b Gross income from all sources	16b
	c Gross income sourced at partner level	16c
	Foreign gross income sourced at partnership level	
	d Passive category ▶ e General category ▶ f Other ▶	16f
	Deductions allocated and apportioned at partner level	
	g Interest expense ▶ h Other ▶	16h
	Deductions allocated and apportioned at partnership level to foreign source income	
	i Passive category ▶ j General category ▶ k Other ▶	16k
	l Total foreign taxes (check one): Paid ☐ Accrued ☐ ▶	16l
	m Reduction in taxes available for credit (attach statement)	16m
Alternative Minimum Tax (AMT) Items	n Other foreign tax information (attach statement)	
	17 a Post-1986 depreciation adjustment	17a
	b Adjusted gain or loss	17b
	c Depletion (other than oil and gas)	17c
	d Oil, gas, and geothermal properties - gross income	17d
	e Oil, gas, and geothermal properties - deductions	17e
f Other AMT items (attach statement)	17f	
Other Information	18 a Tax-exempt interest income	18a
	b Other tax-exempt income	18b
	c Nondeductible expenses	18c
	19 a Distributions of cash and marketable securities	19a
	b Distributions of other property	19b
20 a Investment income	20a	
b Investment expenses	20b	
c Other items and amounts (attach statement)		

Form 1065 (2009)

Analysis of Net Income (Loss)

1 Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16i. 1 9,609.						
2 Analysis by partner type:	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt organization	(vi) Nominee/Other
General partners		9,609.				
Limited partners						

Schedule L Balance Sheets per Books

Assets	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
1 Cash				7,650.
2a Trade notes and accounts receivable			10,697.	
b Less allowance for bad debts				10,697.
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities				
6 Other current assets (attach statement) STATEMENT 2				302,693.
7 Mortgage and real estate loans				
8 Other investments (attach statement)				
9a Buildings and other depreciable assets			1,094,363.	
b Less accumulated depreciation			26,892.	1,067,471.
10a Depletable assets				
b Less accumulated depletion				
11 Land (net of any amortization)				786,757.
12a Intangible assets (amortizable only)				
b Less accumulated amortization				
13 Other assets (attach statement)				
14 Total assets		0.		2,175,268.
Liabilities and Capital				
15 Accounts payable				
Mortgages, notes, bonds payable in less than 1 year				
17 Other current liabilities (attach statement) STATEMENT 3				322,193.
18 All nonrecourse loans				
19 Mortgages, notes, bonds payable in 1 year or more				
20 Other liabilities (attach statement) STATEMENT 4				1,771,190.
21 Partners' capital accounts				81,885.
22 Total liabilities and capital		0.		2,175,268.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note. Schedule M-3 may be required instead of Schedule M-1 (see instructions).

1 Net income (loss) per books	9,609.	6 Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2 Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a Tax-exempt interest \$	
3 Guaranteed payments (other than health insurance)		7 Deductions included on Schedule K, lines 1 through 13d, and 16i, not charged against book income this year (itemize):	
4 Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16i (itemize):		a Depreciation \$	
a Depreciation \$		b Add lines 6 and 7	
b Travel and entertainment \$		8 Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	9,609.
5 Add lines 1 through 4	9,609.		

Schedule M-2 Analysis of Partners' Capital Accounts

1 Balance at beginning of year		6 Distributions: a Cash	
2 Capital contributed: a Cash	72,276.	b Property	
b Property		7 Other decreases (itemize):	
Net income (loss) per books	9,609.		
4 Other increases (itemize):		8 Add lines 6 and 7	
5 Add lines 1 through 4	81,885.	9 Balance at end of year. Subtract line 8 from line 5	81,885.

Rental Real Estate Income and Expenses of a Partnership or an S Corporation

OMB No. 1545-1188

▶ See instructions on page 2.
▶ Attach to Form 1065, Form 1065-B, or Form 1120S.

Name **SCENT LAND HOLDINGS LLC** Employer identification number **26 3444911**

1 Show the kind and location of each property. See page 2 to list additional properties.

A LAND HOLDINGS, BUILDINGS

B

C

D

Rental Real Estate Income		Properties			
		A	B	C	D
2 Gross rents	2	130,849.			
Rental Real Estate Expenses					
3 Advertising	3				
4 Auto and travel	4				
5 Cleaning and maintenance	5				
6 Commissions	6				
7 Insurance	7				
8 Legal and other professional fees	8				
9 Interest	9	94,299.			
10 Repairs	10				
11 Taxes	11				
12 Utilities	12				
13 Wages and salaries	13				
14 Depreciation (see instructions)	14	26,892.			
15 Other (list) ▶ STMT 6	15	49.			
16 Total expenses for each property. Add lines 3 through 15	16	121,240.			

17 Total gross rents. Add gross rents from line 2, columns A through H 17 130,849.

18 Total expenses. Add total expenses from line 16, columns A through H 18 (121,240)

19 Net gain (loss) from Form 4797, Part II, line 17, from the disposition of property from rental real estate activities 19

20a Net income (loss) from rental real estate activities from partnerships, estates, and trusts in which this partnership or S corporation is a partner or beneficiary (from Schedule K-1) 20a

b Identify below the partnerships, estates, or trusts from which net income (loss) is shown on line 20a.
Attach a schedule if more space is needed:

(1) Name

(2) Employer identification number

21 Net rental real estate income (loss). Combine lines 17 through 20a. Enter the result here and on:

- Form 1065 or 1120S: Schedule K, line 2, or
- Form 1065-B: Part I, line 4

21 9,609.

1 Show the kind and location of each property.

E

F

G

H

		Properties			
		E	F	G	H
Rental Real Estate Income					
2 Gross rents	2.				
Rental Real Estate Expenses					
3 Advertising	3				
4 Auto and travel	4				
5 Cleaning and maintenance	5				
6 Commissions	6				
7 Insurance	7				
8 Legal and other professional fees	8				
9 Interest	9				
10 Repairs	10				
11 Taxes	11				
12 Utilities	12				
13 Wages and salaries	13				
14 Depreciation (see instructions)	14				
15 Other (list) ▶	15				
Total expenses for each property.					
Add lines 3 through 15	16				

JWA

Form 8825 (12-2006)

**SCHEDULE B-1
(Form 1065)**

(December 2009)

Department of the Treasury
Internal Revenue Service**Information on Partners Owning 50% or
More of the Partnership**

▶ Attach to Form 1065. See instructions.

OMB No. 1545-0099

Name of partnership

Employer identification number

SCENT LAND HOLDINGS LLC**26-3444911****Part I Entities Owning 50% or More of the Partnership** (Form 1065, Schedule B, Question 3a)

Complete columns (i) through (v) below for any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital

Part II Individuals or Estates Owning 50% or More of the Partnership (Form 1065, Schedule B, Question 3b)

Complete columns (i) through (iv) below for any individual or estate that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Individual or Estate	(ii) Identifying Number (if any)	(iii) Country of Citizenship (see instructions)	(iv) Maximum Percentage Owned in Profit, Loss, or Capital
AMY PUCHALSKI	183-54-2296	UNITED STATES	50.00
JAMIE CURLEY	573-73-4698	UNITED STATES	50.00

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 1065.

Schedule B-1 (Form 1065) (12-2009)

Depreciation and Amortization
(Including Information on Listed Property) R- 1
▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172
2009
Attachment
Sequence No. 67

SCENT LAND HOLDINGS LLC

LAND HOLDINGS, BUILDINGS 26-3444911

Part I Election To Expense Certain Property Under Section 179 Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount. See the instructions for a higher limit for certain businesses	1	250,000.
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation	3	800,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2008 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2010. Add lines 9 and 10, less line 12	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2009	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		

Section B - Assets Placed in Service During 2009 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		SL	
h Residential rental property	/		27.5 yrs.	MM	SL	
	/		27.5 yrs.	MM	SL	
i Nonresidential real property	1/09	1,094,363.	39 yrs.	MM	SL	26,892.
	/			MM	SL	

Section C - Assets Placed in Service During 2009 Tax Year Using the Alternative Depreciation System

20a Class life					SL	
b 12-year			12 yrs.		SL	
c 40-year	/		40 yrs.	MM	SL	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21.		
	Enter here and on the appropriate lines of your return. Partnerships and S corporations - see Instr.	22	26,892.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Part V Listed Property (Include automobiles, certain other vehicles, cellular telephones, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed?		24b If "Yes," is the evidence written?											
☐ Yes ☐ No		☐ Yes ☐ No											
(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/Investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/Convention	(h) Depreciation deduction	(i) Elected section 179 cost					
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use									25				
26 Property used more than 50% in a qualified business use:													
		%											
		%											
		%											
27 Property used 50% or less in a qualified business use:													
		%				S/L -							
		%				S/L -							
		%				S/L -							
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1									28				
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1									29				

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle		(b) Vehicle		(c) Vehicle		(d) Vehicle		(e) Vehicle		(f) Vehicle	
30 Total business/investment miles driven during the year (do not include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons.

37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?	Yes	No
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use?		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2009 tax year:					
43 Amortization of costs that began before your 2009 tax year					43
44 Total. Add amounts in column (f). See the instructions for where to report					44

SCHEDULE K NET INCOME (LOSS) FROM RENTAL REAL ESTATE STATEMENT 1

DESCRIPTION	AMOUNT
LAND HOLDINGS, BUILDINGS	9,609.
TOTAL TO SCHEDULE K, LINE 2	9,609.

SCHEDULE L OTHER CURRENT ASSETS STATEMENT 2

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
LUGOFF BUILDING UNDER CONSTRUCTION		302,693.
TOTAL TO SCHEDULE L, LINE 6		302,693.

SCHEDULE L OTHER CURRENT LIABILITIES STATEMENT 3

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
N/P SCENT		322,193.
TOTAL TO SCHEDULE L, LINE 17		322,193.

SCHEDULE L OTHER LIABILITIES STATEMENT 4

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
N/P HARTSVILLE		1,049,029.
N/P LUGOFF LOT		199,129.
N/P LUGOFF LOT 2		123,638.
N/P RICHLAND COUNTY		399,394.
TOTAL TO SCHEDULE L, LINE 20		1,771,190.

STATEMENT(S) 1, 2, 3, 4

FORM 1065

PARTNERS' CAPITAL ACCOUNT SUMMARY

STATEMENT 5

<u>PARTNER NUMBER</u>	<u>BEGINNING CAPITAL</u>	<u>CAPITAL CONTRIBUTED</u>	<u>SCHEDULE M-2 LNS 3, 4 & 7</u>	<u>WITH- DRAWALS</u>	<u>ENDING CAPITAL</u>
1	0.	36,138.	4,805.		40,943.
2	0.	36,138.	4,804.		40,942.
TOTAL	<u>0.</u>	<u>72,276.</u>	<u>9,609.</u>		<u>81,885.</u>

STATEMENT(S) 5

OTHER RENTAL EXPENSES

STATEMENT 6

PROPERTY: LAND HOLDINGS, BUILDINGS

DESCRIPTION

AMOUNT

BANK SERVICE CHARGES

49.

TOTAL TO RENTAL SCHEDULE, LINE 15

49.

STATEMENT(S) 6

Schedule K-1
(Form 1065)**2009**

For calendar year 2009, or tax

☐ Final K-1☐ Amended K-1

OMB No. 1545-0099

Department of the Treasury
Internal Revenue Serviceyear beginning _____
ending _____**Partner's Share of Income, Deductions,
Credits, etc.**

▶ See separate instructions.

Part I Information About the Partnership**A** Partnership's employer identification number
26-3444911**B** Partnership's name, address, city, state, and ZIP code**SCENT LAND HOLDINGS LLC**
1165 HIGHWAY 1 SOUTH
LUGOFF, SC 29078**C** IRS Center where partnership filed return
OGDEN, UT**D** ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner****E** Partner's identifying number
183-54-2296**F** Partner's name, address, city, state, and ZIP code**AMY PUCHALSKI**
3 PUDDLE LAND
CAMDEN, SC 29020**G** ☒ General partner or LLC
member-manager☐ Limited partner or other LLC
member**H** ☒ Domestic partner☐ Foreign partner**I** What type of entity is this partner? **INDIVIDUAL****J** Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	50.0000000%	50.0000000%
Loss	50.0000000%	50.0000000%
Capital	50.0000000%	50.0000000%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	885,595.

L Partner's capital account analysis:

Beginning capital account	\$	
Capital contributed during the year	\$	36,138.
Current year increase (decrease)	\$	4,805.
Withdrawals & distributions	\$(	
Ending capital account	\$	40,943.

☒ Tax basis ☐ G ☐ AAP ☐ Section 704(b) book
☐ Other (explain)
M Did the partner contribute property with a built-in gain or loss?☐ Yes ☒ No

If "Yes", attach statement (see instructions)

**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items**

1 Ordinary business income (loss)	15 Credits
2 Net rental real estate income (loss)	16 Foreign transactions
3 Other net rental income (loss)	17 Alternative min tax (AMT) items
4 Guaranteed payments	18 Tax-exempt income and nondeductible expenses
5 Interest income	19 Distributions
6a Ordinary dividends	20 Other information
6b Qualified dividends	
7 Royalties	
8 Net short-term capital gain (loss)	
9a Net long-term capital gain (loss)	
9b Collectibles (28%) gain (loss)	
9c Unrecaptured sec 1250 gain	
10 Net section 1231 gain (loss)	
11 Other income (loss)	
12 Section 179 deduction	
13 Other deductions	
14 Self-employment earnings (loss)	
A	

*See attached statement for additional information.

For IRS Use Only

Schedule K-1
Form 1085

2009

For calendar year 2009, or tax
year beginning _____
ending _____Department of the Treasury
Internal Revenue ServicePartner's Share of Income, Deductions,
Credits, etc.

See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
26-3444911

B Partnership's name, address, city, state, and ZIP code

SCENT LAND HOLDINGS LLC
1165 HIGHWAY 1 SOUTH
LUGOFF, SC 29078C IRS Center where partnership filed return
OGDEN, UTD ☐ Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
573-73-4698

F Partner's name, address, city, state, and ZIP code

JAMIE CURLEY
101 WOODLAND DRIVE
HARTSVILLE, SC 29550G ☒ General partner or LLC member-manager ☐ Limited partner or other LLC memberH ☒ Domestic partner ☐ Foreign partnerI What type of entity is this partner? INDIVIDUAL

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	50.0000000%	50.0000000%
Loss	50.0000000%	50.0000000%
Capital	50.0000000%	50.0000000%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	885,595.

L Partner's capital account analysis:

Beginning capital account	\$	
Capital contributed during the year	\$	36,138.
Current year increase (decrease)	\$	4,804.
Withdrawals & distributions	\$	
Ending capital account	\$	40,942.

☒ Tax basis ☐ G ☐ AAP ☐ Section 704(b) book
☐ Other (explain) _____

M Did the partner contribute property with a built-in gain or loss?

☐ Yes ☒ No

If "Yes", attach statement (see instructions)

☐ Final K-1☐ Amended K-1

OMB No. 1545-0099

Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items

1 Ordinary business income (loss)	0.	15 Credits
2 Net rental real estate income (loss)	4,804.	16 Foreign transactions
3 Other net rental income (loss)		
4 Guaranteed payments		
5 Interest income		
6a Ordinary dividends		17 Alternative min tax (AMT) items
6b Qualified dividends		
7 Royalties		
8 Net short-term capital gain (loss)		18 Tax-exempt income and nondeductible expenses
8a Net long-term capital gain (loss)		
9a Collectibles (28%) gain (loss)		19 Distributions
9c Unrecaptured sec 1250 gain		
10 Net section 1231 gain (loss)		20 Other information
11 Other income (loss)		
12 Section 179 deduction		
13 Other deductions		
14 Self-employment earnings (loss)	0.	

*See attached statement for additional information.

For IRS Use Only

STATE OF SOUTH CAROLINA
1017 **PARTNERSHIP RETURN**
Tax Year 2009
 Return is due on or before the 15th day of the fourth month following the close of the taxable year.

SC1065
 (Rev. 8/03/09)
 3087

Mail to: SC Department of Revenue, Partnership Return,
 Columbia SC 29214-0008
 For the year January 1 - December 31, 2009, or fiscal tax year
 beginning _____
 and ending _____

SCENT LAND HOLDINGS LLC
1165 HIGHWAY 1 SOUTH
LUGOFF, SC

29078

FEIN: **26-3444911**

SC File #:

County: **KERSHAW**

Total Number of Partners:

2

Number of Partners that are Not SC Residents:

Check all boxes that apply:

Check if this is the first SC1065 filed for this entity ☒ **X**

Check if this is the last SC1065 filed for this entity ☐

Check here if address has changed ☐

ATTACH A COPY OF FORM 1065 FEDERAL PARTNERSHIP RETURN AND COPIES OF ALL SCHEDULES.
 Read the instructions carefully and fill in all applicable lines and schedules.

Location of business property: City **LUGOFF**

State **SOUTH CAROLINA** Phone Number **803-432-1424**

COMPLETE SCHEDULE SC-K FIRST

Schedule W-H Withholding Tax on Income of Nonresident Partners

1. Total from line 29, page 3, SC1065	1.	9,609.
2. Amount of line 1 income taxable to nonresident partners (from SC K-1s)	2.	0.
3. Amount of line 2 exempt from withholding because of I-309 affidavit or composite filing	3.	0.
4. Subtract line 3 from line 2, if less than zero, enter -0-	4.	0.
5. Withholding tax due - line 4 times .05 (5%)	5.	0.
6. Withholding from nonresident sale of real estate (Attach I-290) or SC Withholding from form 1099MISC	6.	
7. Amount paid with extension SC8736	7.	
8. Add lines 6 and 7	8.	
9. Subtract line 8 from line 5. If zero or less, enter zero here. This is the amount due with this return. Refunds cannot be issued from the SC1065. An overpayment must be claimed and refunded at the partner level.	9.	0.

BALANCE DUE

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief.

14-0832

Please Sign Here	Signature of general partner or LLC/LLP member _____		Date _____
	I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer. Yes ☒ X No ☐		
Paid Preparer's Only	Preparer Printed Name AUSTIN M. SHEHEEN	Check if self-employed ☐	Preparer telephone number 803-432-1424
	Preparer signature AUSTIN M. SHEHEEN	FEIN 57-0522539	Date 07/08/10
Firm's name (or yours if self-employed) and address SHEHEEN HANCOCK & GODWIN LLP CPAS CAMDEN, SC 29021			

977201 10-13-09

SCHEDULE SC-K PARTNERS' SHARES OF INCOME (LOSSES), DEDUCTIONS, CREDITS ETC. (See instructions.)

* Enter amounts from corresponding lines on your federal Schedule K in Column A:

	(A) * Amounts From Federal Schedule K	(B) Plus or Minus South Carolina Adjustment	(C) Federal Schedule K Amounts After SC Adjustments	(D) Amounts Allocated to SC	(E) Amounts Subject to Apportionment
1	Ordinary Business Income (loss)				
2	Net Real Estate Rents (loss)				
2	9,609.	0.	9,609.		9,609.
3	Other Net Rents (loss)				
4	Guaranteed Payments				
5	Interest Income				
6	Dividends				
7	Royalties				
8	Net Short Term Cap. Gain (loss)				
9	Net Long Term Cap. Gain (loss)				
10	Net § 1231 Gain (loss)				
11	Other Income (loss)				
12	§ 179 Deduction				
13a	Contributions				
13b	Investment Interest Expense				
13c	§ 50(a)(2) Expenditures				
13d	Other Deductions				
14	Total				
14	9,609.	0.	9,609.	0.	9,609.

15. Amounts from federal Schedule K (line 14, Schedule SC-K, Col. A)	15	9,609.
16. Amount Allocated to South Carolina (from line 14, Schedule SC-K, Col. D)	16	
17. Net income (loss) subject to apportionment (from line 14, Schedule SC-K, Col. E)	17	9,609.
APPORTIONMENT FACTORS FOR MULTISTATE BUSINESS (LINES 18 THROUGH 21 - MULTISTATE ONLY)		
18. SALES	TOTALS	SC
Total Sales or Gross Receipts		
Sales or Gross Receipts Percentage		%
For apportionment based on gross receipts only, enter the sales percentage on line 22, skip lines 24 through 27, and enter the amount from line 23 on line 28. See instructions.		
Multiply Sales Percentage by 2 (if you have an entry on Line 19 or 20)		%
19. PROPERTY		
Total Owned and Rented Property		
Property Percentage		%
20. PAYROLL		
Total Wages and Salaries		
Payroll Percentage		%
21. TOTAL PERCENT		%
22. Apportionment factor (average percent). 100% if operating entirely within SC (see instructions)	22	100.0000 %
23. Net business income (loss) apportioned to SC (line 17 multiplied by line 22)	23	9,609.
If line 22 is 100%, skip lines 24 through 27 and enter this amount on line 28	24	
24. Enter the sales percentage from line 18	24	
25. Multiply line 17 by line 24. If line 23 is less than line 25, STOP HERE and enter amount from line 23 on line 28	25	
26. Line 23 minus line 25	26	
27. For Tax Year 2009, multiply line 26 by 60% (.60). This is the reduction in SC taxable income allowed this year	27	
28. Line 23 minus line 27	28	9,609.
29. Net business income (loss) taxable to SC (line 16 plus line 28)	29	9,609.

**SOUTH CAROLINA
SCHEDULE K-1
EQUIVALENT**

**Partner's South Carolina Information
For Calendar Year 2009 or Fiscal Year**

2009

Beginning _____, 2009; and Ending _____

Partner's Name, Address and ZIP Code

**AMY PUCHALSKI
3 PUDDLE LAND
CAMDEN, SC 29020**

Partner Number **1**

Partner's Identifying Number
183-54-2296

Resident ☒
Amended K-1 ☐

Nonresident ☐
Final K-1 ☐

Partnership's Name, Address and ZIP Code

**SCENT LAND HOLDINGS LLC
1165 HIGHWAY 1 SOUTH
LUGOFF, SC 29078**

Partnership's Identifying Number
26-3444911

Partner's Percentage of:
Profit and Loss Sharing **50.0000000 %**

Partner's Share of South Carolina Income

	(B) Plus or Minus South Carolina Adjustment	(C) Federal Schedule K Amounts After SC Adjustments	(D) Amounts Allocated to SC	(E) Amounts Subject to Apportionment
1 Ordinary business income (loss)				
2 Net real estate income		4,805.		4,805.
3 Net income from other rental				
4 Guaranteed payments				
5 Interest				
6 Dividends				
7 Royalties				
8 Short-term capital gain (loss)				
9 Long-term capital gain (loss)				
10 Section 1231 gain (loss)				
11 Other income				
12 Section 179 expense				
13a Charitable contributions				
13b Investment interest expense				
13c Section 59(e)(2) expenditures				
13d Other deductions				
14 Total	0.	4,805.	0.	4,805.
15 Amounts from federal Schedule K-1 (share of line 14, Schedule SC-K, Col. A)				4,805.
16 Amount Allocated to South Carolina (from line 14, Col. D)				0.
17 Net income (loss) subject to apportionment (from line 14, Col. E)				4,805.
18 Apportionment factor				100.0000 %
18a South Carolina taxable income reduction factor				
19 Net business income (loss) apportioned to SC (line 17 multiplied by line 18 minus line 18a)				4,805.
20 Net business income (loss) taxable to SC (line 16 plus line 19)				4,805.
Income Tax Withheld				
Withholding From Nonresident Sale of Real Estate				
Composite Tax Paid				
Entity South Carolina Gross Income				
Entity South Carolina Taxable Income				9,609.
Guaranteed Payment for Use of Capital				

SOUTH CAROLINA SCHEDULE K-1 EQUIVALENT	Partner's South Carolina Information For Calendar Year 2009 or Fiscal Year Beginning _____, 2009; and Ending _____	2009
---	---	-------------

Partner's Name, Address and ZIP Code JAMIE CURLEY 401 WOODLAND DRIVE HARTSVILLE, SC 29550	Partner Number <u>2</u> Partner's Identifying Number 573-73-4698 Resident ☒ Nonresident ☐ Amended K-1 ☐ Final K-1 ☐
---	---

Partnership's Name, Address and ZIP Code SCENT LAND HOLDINGS LLC 1165 HIGHWAY 1 SOUTH LUGOFF, SC 29078	Partnership's Identifying Number 26-3444911 Partner's Percentage of: Profit and Loss Sharing <u>50.0000000 %</u>
--	--

	(B) Plus or Minus South Carolina Adjustment	(C) Federal Schedule K Amounts After SC Adjustments	(D) Amounts Allocated to SC	(E) Amounts Subject to Apportionment
1 Ordinary business income (loss)				
2 Net real estate income		4,804.		4,804.
3 Net income from other rental				
4 Guaranteed payments				
5 Interest				
6 Dividends				
7 Royalties				
8 Short-term capital gain (loss)				
9 Long-term capital gain (loss)				
10 Section 1231 gain (loss)				
11 Other income				
12 Section 179 expense				
13a Charitable contributions				
13b Investment interest expense				
13c Section 59(e)(2) expenditures				
13d Other deductions				
14 Total	0.	4,804.	0.	4,804.
15 Amounts from federal Schedule K-1 (share of line 14, Schedule SC-K, Col. A)				4,804.
16 Amount Allocated to South Carolina (from line 14, Col. D)				0.
17 Net income (loss) subject to apportionment (from line 14, Col. E)				4,804.
18 Apportionment factor				100.0000 %
18a South Carolina taxable income reduction factor				
19 Net business income (loss) apportioned to SC (line 17 multiplied by line 18 minus line 18a)				4,804.
20 Net business income (loss) taxable to SC (line 16 plus line 19)				4,804.
Income Tax Withheld				
Withholding From Nonresident Sale of Real Estate				
Composite Tax Paid				
Entity South Carolina Gross Income				
Entity South Carolina Taxable Income				9,609.
Guaranteed Payment for Use of Capital				

CLIENT'S COPY

FEDERAL INFORMATIONAL FORMS

R- 1

916261
04-24-08

- Current year section 179 D) - Asset disposed

ALTERNATIVE MINIMUM TAX DEPRECIATION REPORT

ASSET NUMBER	DESCRIPTION	AMT METHOD	AMT LIFE	REGULAR DEPRECIATION	AMT DEPRECIATION	AMT ADJUSTMENT
1	HARTSVILLE BUILDINGS	SL	39.00	26,892.	26,892.	0.
	TOTALS			26,892.	26,892.	0.

928101 04-24-00

4:03 PM
06/01/10
Cash Basis

SCENT Land Holdings
Balance Sheet
As of December 31, 2009

	<u>Dec 31, 09</u>
ASSETS	
Current Assets	
Checking/Savings	
SCENT Land Holdings	7,650.92
Total Checking/Savings	7,650.92
Other Current Assets	
N/R - SC ENT Allergy & Sleep Me	10,697.11
Total Other Current Assets	10,697.11
Total Current Assets	18,348.03
Fixed Assets	
Accumulated Depreciation	-26,892.00
Hartsville Building	1,094,362.83
Lugoff Building	302,693.05
Lugoff Lot 1	200,000.00
Lugoff Lot 2	125,000.00
Park Central	461,757.00
Total Fixed Assets	2,156,920.88
TOTAL ASSETS	<u>2,175,268.91</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
N/P SC ENT Allergy & Sleep	322,193.05
Total Other Current Liabilities	322,193.05
Total Current Liabilities	322,193.05
Long Term Liabilities	
N/P Hartsville	1,049,029.46 ✓
N/P Lugoff Lot	199,129.25 -
N/P Lugoff Parcel #2	123,637.66 -
N/P Richland County	399,393.87 ✓
Total Long Term Liabilities	1,771,190.24
Total Liabilities	2,093,383.29
Equity	
Capital - Dr. Dyce	36,138.23
Capital - Dr. Puchalski	36,138.23
Net Income	9,609.16
Total Equity	81,885.62
TOTAL LIABILITIES & EQUITY	<u>2,175,268.91</u>

- R to
SCENT Allergy

- In process
construction

R to
SCENT Allergy

4:02 PM

08/01/10

Cash Basis

SCENT Land Holdings
Profit & Loss
January through December 2009

	Jan - Dec 09
Ordinary Income/Expense	
Income	
Income Management Fee	130,848.80
Total Income	130,848.80
Expense	
Cleaning Services	0.00
Depreciation Expense	26,892.00
Interest Expense	
Finance Charge	49.00
Interest Expense - Other	94,298.64
Total Interest Expense	94,347.64
Lawn Care	0.00
Pest Control	0.00
Rent	0.00
Utilities	0.00
Total Expense	121,239.64
Net Ordinary Income	9,609.16
Net Income	9,609.16

R- 1

910201
04-24-09

- Current year section 179 (D) - Asset disposed

Form **7004**(Rev. December 2008)
Department of the Treasury
Internal Revenue Service**Application for Automatic Extension of Time to File
Certain Business Income Tax, Information, and Other Returns**▶ File a separate application for each return.
▶ See separate instructions.

OMB No. 1545-0233

**Type or
Print**File by the due
date for the
return for which
an extension is
requested. See
instructions.

Name

SCENT LAND HOLDINGS LLC

Number, street, and room or suite no. (if P.O. box, see instructions.)

P O BOX 520

City, town, state, and ZIP code (if a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)).

LUGOFF, SC 29078

Identifying number

26-3444911**Note. See instructions before completing this form.****Part I Automatic 5-Month Extension Complete if Filing Form 1065, 1041, or 8804****1a** Enter the form code for the return that this application is for (see below)**09**

Application Is For:	Form Code	Application Is For:	Form Code
Form 1065	09	Form 1041 (estate)	04
Form 8804	31	Form 1041 (trust)	05

Part II Automatic 8-Month Extension Complete if Filing Other Forms**b** Enter the form code for the return that this application is for (see below)

Application Is For:	Form Code	Application Is For:	Form Code
Form 706-GS(D)	01	Form 1120-PC	21
Form 706-GS(T)	02	Form 1120-POL	22
Form 1041-N	08	Form 1120-REIT	23
Form 1041-QFT	07	Form 1120-RIC	24
Form 1042	08	Form 1120S	25
Form 1065-B	10	Form 1120-SF	26
Form 1066	11	Form 3520-A	27
Form 1120	12	Form 8612	28
Form 1120-C	34	Form 8613	29
Form 1120-F	15	Form 8725	30
Form 1120-FSC	16	Form 8831	32
Form 1120-H	17	Form 8876	33
Form 1120-L	18	Form 8924	35
Form 1120-ND	19	Form 8928	36
Form 1120-ND (section 4951 taxes)	20		

2 If the organization is a foreign corporation that does not have an office or place of business in the United States, check here ☐**3** If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here ☐
If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.**Part III All Filers Must Complete This Part****4** If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here ☐**5a** The application is for calendar year **2010**, or tax year beginning _____, and ending _____**b** Short tax year. If this tax year is less than 12 months, check the reason:☐ Initial return☐ Final return☐ Change in accounting period☐ Consolidated return to be filed**6** Tentative total tax ☒**7** Total payments and credits (see instructions) ☐**8** Balance due. Subtract line 7 from line 6. Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions) ☒

LHA For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

019741
03-01-10**SHEHEEN HANCOCK & GODWIN LLP, CPAs**
P.O. BOX 428, CAMDEN, SC 29021
57-0522539

Form 7004 (Rev. 12-2008)

SCENT 0022

Filing Instructions

Prepared for:

SCENT LAND HOLDINGS LLC
P O BOX 520
LUGOFF, SC 29078

Prepared by:

SHEHEEN HANCOCK & GODWIN LLP CPAS
PO DRAWER 428
CAMDEN, SC 29021

2010 U.S. PARTNERSHIP INCOME TAX RETURN

THE RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING. IF YOU WISH TO HAVE IT TRANSMITTED ELECTRONICALLY TO THE IRS, PLEASE SIGN, DATE, AND RETURN FORM 8879-PE TO OUR OFFICE. WE WILL THEN SUBMIT YOUR ELECTRONIC RETURN TO THE IRS. RETURN FEDERAL FORM 8879-PE TO US AS SOON AS POSSIBLE.

A COPY OF SCHEDULE K-1 SHOULD BE FURNISHED TO EACH PARTNER.

COPY

2010 SOUTH CAROLINA FORM SC1065

THE RETURN SHOULD BE SIGNED AND DATED.

MAIL AS SOON AS POSSIBLE TO: SC DEPARTMENT OF REVENUE
PARTNERSHIP RETURN
COLUMBIA, SC 29214-0008

A COPY OF SCHEDULE K-1 SHOULD BE FURNISHED TO EACH PARTNER.

000081
05-01-10

SCENT 0023

Form **8879-PE****IRS e-file Signature Authorization
for Form 1065**

OMB No. 1545-2042

Department of the Treasury
Internal Revenue ServiceFor calendar year 2010, or tax year beginning JAN 1, 2010, ending MAY 9, 20 10.**2010**

▶ See instructions. Do not send to the IRS. Keep for your records.

Name of partnership

SCENT LAND HOLDINGS LLC

Employer identification number

26-3444911**Part I Tax Return Information** (Whole dollars only)

1	Gross receipts or sales less returns and allowances (Form 1065, line 1c)	1	
2	Gross profit (Form 1065, line 3)	2	
3	Ordinary business income (loss) (Form 1065, line 22)	3	
4	Net rental real estate income (loss) (Form 1065, Schedule K, line 2)	4	26,444.
5	Other net rental income (loss) (Form 1065, Schedule K, line 3c)	5	

Part II Declaration and Signature Authorization of General Partner or Limited Liability Company Member Manager (Be sure to get a copy of the partnership's return)

Under penalties of perjury, I declare that I am a general partner or limited liability company member manager of the above partnership and that I have examined a copy of the partnership's 2010 electronic return of partnership income and accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the partnership's electronic tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the partnership's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission and (b) the reason for any delay in processing the return. I have selected a personal identification number (PIN) as my signature for the partnership's electronic income tax return.

General Partner or Limited Liability Company Member Manager's PIN: check one box only

☒ I authorize **SHEHEEN HANCOCK & GODWIN LLP CPAS** to enter my PIN **00107**
ERO firm name do not enter all zeros
as my signature on the partnership's 2010 electronically filed income tax return.

☐ As a general partner or limited liability company member manager of the partnership, I will enter my PIN as my signature on the partnership's 2010 electronically filed income tax return.

General partner or limited liability company member manager's signature ▶

Title ▶ **MANAGING MEMBER**

Date ▶

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

57056086164

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2010 electronically filed income tax return for the partnership indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 3112, IRS e-file Application and Participation, and Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ Date ▶ **05/09/11****ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see instructions.

Form 8879-PE (2010)

LHA

021031
12-21-10

SCENT 0024

3150

Plaintiffs' Ex 0114.032

1065 Form Department of the Treasury Internal Revenue Service		U.S. Return of Partnership Income For calendar year 2010, or tax year beginning <u>JAN 1</u> , 2010, ending <u>MAY 9</u> , 2010		OMB No. 1545-0099 2010
A Principal business activity RENTAL B Principal product or service BUILDING AND LAND C Business code number 531120	Print or type	Name of partnership SCENT LAND HOLDINGS LLC Number, street, and room or suite no. If a P.O. box, see the instructions. P O BOX 520 City or town, state, and ZIP code LUGOFF SC 29078	D Employer identification number 26-3444911 E Date business started 09/01/2008 F Total assets \$	
G Check applicable boxes: (1) ☐ Initial return (2) ☒ Final return (3) ☐ Name change (4) ☐ Address change (5) ☐ Amended return (6) ☐ Technical termination - also check (1) or (2)				
H Check accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) ▶				
I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year ▶ <u>2</u>				
J Check if Schedules C and M-3 are attached ☐				

Caution. Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Income	1 a Gross receipts or sales	1a			
	b Less returns and allowances	1b			
	2 Cost of goods sold (Schedule A, line 8)			1c	
	3 Gross profit. Subtract line 2 from line 1c				2
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)				3
	5 Net farm profit (loss) (attach Schedule F (Form 1040))				4
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)				5
	7 Other income (loss) (attach statement)				6
8 Total income (loss). Combine lines 3 through 7				7	8
Deductions (see the instructions for limitations)	9 Salaries and wages (other than to partners) (less employment credits)				9
	10 Guaranteed payments to partners				10
	11 Repairs and maintenance				11
	12 Bad debts				12
	13 Rent				13
	14 Taxes and licenses				14
	15 Interest				15
	16 a Depreciation (if required, attach Form 4562)	16a			
	b Less depreciation reported on Schedule A and elsewhere on return	16b			16c
	17 Depletion (Do not deduct oil and gas depletion.)				17
	18 Retirement plans, etc.				18
	19 Employee benefit programs				19
	20 Other deductions (attach statement)				20
	21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20				21
22 Ordinary business income (loss). Subtract line 21 from line 8				22	0

Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge.				
	Signature of general partner or limited liability company member manager	Date	May the IRS discuss this return with the preparer shown below (see instr.) ☒ Yes ☐ No		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
	AUSTIN M. SHEHEEN	AUSTIN M. SHEHEEN	05/09/11		P00186164
	Firm's name ▶				Firm's EIN ▶
	SHEHEEN HANCOCK & GODWIN LLP CPAS				57-0522539
	Firm's address ▶				Phone no.
	CAMDEN, SC 29021				803-432-1424

011001 02-07-11 LHA For Paperwork Reduction Act Notice, see separate instructions.

Form 1065 (2010)

SCENT 0025

3151

Plaintiffs' Ex 0114.033

Schedule A	Cost of Goods Sold (see the instructions)
-------------------	--

1	Inventory at beginning of year	1	
2	Purchases less cost of items withdrawn for personal use	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	Total. Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	8	
9 a Check all methods used for valuing closing inventory:			
	(i) ☐ Cost as described in Regulations section 1.471-3		
	(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4		
	(iii) ☐ Other (specify method used and attach explanation) ►		

b Check this box if there was a writedown of "subnormal" goods as described in Regulations section 1.471-2(c) ☐ ☐

c Check this box if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ☐ ☐

d Do the rules of section 263A (for property produced or acquired for resale) apply to the partnership? ☐ Yes ☐ No

e Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☐ No

If "Yes," attach explanation.

Schedule B	Other Information
-------------------	--------------------------

1 What type of entity is filing this return? Check the applicable box: a ☐ Domestic general partnership b ☒ Domestic limited partnership c ☐ Domestic limited liability company d ☐ Domestic limited liability partnership e ☐ Foreign partnership f ☐ Other _____					Yes	No
2 At any time during the tax year, was any partner in the partnership a disregarded entity, a partnership (including an entity treated as a partnership), a trust, an S corporation, an estate (other than an estate of a deceased partner), or a nominee or similar person?						X
3 At the end of the tax year:						
a Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership						X
b Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership					X	
4 At the end of the tax year, did the partnership:						
a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below						X
(i) Name of Corporation		(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock		
CORP						
b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below						X
(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital		

	Yes	No
5 Did the partnership file Form 8893, Election of Partnership Level Tax Treatment, or an election statement under section 6231(a)(1)(B)(i) for partnership-level tax treatment, that is in effect for this tax year? See Form 8893 for more details		X
6 Does the partnership satisfy all four of the following conditions? a The partnership's total receipts for the tax year were less than \$250,000. b The partnership's total assets at the end of the tax year were less than \$1 million. c Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return. d The partnership is not filing and is not required to file Schedule M-3 If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; Item F on page 1 of Form 1065; or Item L on Schedule K-1.	X	
7 Is this partnership a publicly traded partnership as defined in section 469(k)(2)?		X
8 During the tax year, did the partnership have any debt that was cancelled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?		X
9 Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?		X
10 At any time during calendar year 2010, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts. If "Yes," enter the name of the foreign country.		X
11 At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions		X
12a Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding a section 754 election.		X
b Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 734(b)? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
c Is the partnership required to adjust the basis of partnership assets under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
13 Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than entities wholly-owned by the partnership throughout the tax year)		☐
14 At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property?		X
15 If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities, enter the number of Forms 8858 attached. See instructions		
16 Does the partnership have any foreign partners? If "Yes," enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership.		X
17 Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return.		

Designation of Tax Matters Partner (see Instructions)

Enter below the general partner designated as the tax matters partner (TMP) for the tax year of this return:

Name of designated TMP	AMY PUCHALSKI	Identifying number of TMP	183-54-2296
If the TMP is an entity, name of TMP representative		Phone number of TMP	
Address of designated TMP	3 PUDDLE LAND CAMDEN, SC 29020		

Form 1065 (2010)

Schedule K Partners' Distributive Share Items

Total amount

Income (Loss)	1	Ordinary business income (loss) (page 1, line 22)	1	0.
	2	Net rental real estate income (loss) (attach Form 8825) SEE STATEMENT 1	2	26,444.
	3	Other gross rental income (loss)	3a	
		b Expenses from other rental activities (attach statement)	3b	
		c Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4	Guaranteed payments	4	
	5	Interest income	5	
	6	Dividends: a Ordinary dividends	6a	
		b Qualified dividends	6b	
	7	Royalties	7	
	8	Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8	
Deductions	9	Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a	
		b Collectibles (28%) gain (loss)	9b	
		c Unrecaptured section 1250 gain (attach statement)	9c	
	10	Net section 1231 gain (loss) (attach Form 4797)	10	
Self-Employment	11	Other income (loss) (see instructions) Type ▶	11	
	12	Section 179 deduction (attach Form 4562)	12	
	13	a Contributions	13a	
		b Investment interest expense	13b	
Credits		c Section 59(e)(2) expenditures: (1) Type ▶ (2) Amount ▶	13c(2)	
		d Other deductions (see instructions) Type ▶	13d	
	14	a Net earnings (loss) from self-employment	14a	0.
		b Gross farming or fishing income	14b	
Foreign Transactions		c Gross nonfarm income	14c	
	15	a Low-income housing credit (section 42(j)(5))	15a	
		b Low-income housing credit (other)	15b	
		c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	15c	
		d Other rental real estate credits (see instructions) Type ▶	15d	
		e Other rental credits (see instructions) Type ▶	15e	
Alternative Minimum Tax (AMT) Items		f Other credits (see instructions) Type ▶	15f	
	16	a Name of country or U.S. possession ▶	16a	
		b Gross income from all sources	16b	
		c Gross income sourced at partner level	16c	
		Foreign gross income sourced at partnership level		
		d Passive category ▶ e General category ▶ f Other ▶	16f	
		Deductions allocated and apportioned at partner level		
		g Interest expense ▶ h Other ▶	16h	
		Deductions allocated and apportioned at partnership level to foreign source income		
		i Passive category ▶ j General category ▶ k Other ▶	16k	
		l Total foreign taxes (check one): Paid ☐ Accrued ☐	16l	
Other Information		m Reduction in taxes available for credit (attach statement)	16m	
		n Other foreign tax information (attach statement)		
	17	a Post-1986 depreciation adjustment	17a	
		b Adjusted gain or loss	17b	
		c Depletion (other than oil and gas)	17c	
		d Oil, gas, and geothermal properties - gross income	17d	
		e Oil, gas, and geothermal properties - deductions	17e	
		f Other AMT items (attach statement)	17f	
	18	a Tax-exempt interest income	18a	
		b Other tax-exempt income	18b	
		c Nondeductible expenses	18c	
	19	a Distributions of cash and marketable securities	19a	
		b Distributions of other property	19b	
	20	a Investment income	20a	
		b Investment expenses	20b	
		c Other items and amounts (attach statement)		

Form 1065 (2010)

011041
01-17-11

SCENT 0028

3154

Plaintiffs' Ex 0114.036

Analysis of Net Income (Loss)

1 Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16I						1	26,444.
2 Analysis by partner type:	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt organization	(vi) Nominee/Other	
a General partners		26,444.					
b Limited partners							

Schedule L Balance Sheets per Books

Assets	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
1 Cash				
2a Trade notes and accounts receivable				
b Less allowance for bad debts				
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities				
6 Other current assets (attach statement)				
7 Mortgage and real estate loans				
8 Other investments (attach statement)				
9a Buildings and other depreciable assets				
b Less accumulated depreciation				
10a Depletable assets				
b Less accumulated depletion				
11 Land (net of any amortization)				
12a Intangible assets (amortizable only)				
b Less accumulated amortization				
13 Other assets (attach statement)				
14 Total assets				
Liabilities and Capital				
15 Accounts payable				
16 Mortgages, notes, bonds payable in less than 1 year				
17 Other current liabilities (attach statement)				
18 All nonrecourse loans				
19 Mortgages, notes, bonds payable in 1 year or more				
20 Other liabilities (attach statement)				
21 Partners' capital accounts				
22 Total liabilities and capital				

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note. Schedule M-3 may be required instead of Schedule M-1 (see instructions).

1 Net income (loss) per books		6 Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2 Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a Tax-exempt interest \$	
3 Guaranteed payments (other than health insurance)		7 Deductions included on Schedule K, lines 1 through 13d, and 16I, not charged against book income this year (itemize):	
4 Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16I (itemize):		a Depreciation \$	
a Depreciation \$			
b Travel and entertainment \$		8 Add lines 6 and 7	
5 Add lines 1 through 4		9 Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	

Schedule M-2 Analysis of Partners' Capital Accounts

1 Balance at beginning of year		6 Distributions: a Cash	
2 Capital contributed: a Cash		b Property	
b Property		7 Other decreases (itemize):	
3 Net income (loss) per books			
4 Other increases (itemize):		8 Add lines 6 and 7	
5 Add lines 1 through 4		9 Balance at end of year. Subtract line 8 from line 5	

Rental Real Estate Income and Expenses of a Partnership or an S Corporation

▶ See instructions on page 2.
▶ Attach to Form 1065, Form 1065-B, or Form 1120S.

OMB No. 1545-1186

Name **SCENT LAND HOLDINGS LLC** Employer identification number **26 3444911**

1 Show the type and address of each property. For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions. See page 2 to list additional properties.				
	Physical address of each property - street, city, state, ZIP code	Type - Enter code 1-8; see page 2 for list	Fair Rental Days	Personal Use Days
A		8 - LAND HOLDINGS, BUILDINGS		
B				
C				
D				

		Properties			
		A	B	C	D
Rental Real Estate Income					
2	Gross rents	86,633.			
Rental Real Estate Expenses					
3	Advertising				
4	Auto and travel				
5	Cleaning and maintenance				
6	Commissions				
7	Insurance				
8	Legal and other professional fees	5,694.			
9	Interest	43,960.			
10	Repairs				
11	Taxes				
12	Utilities				
13	Wages and salaries				
14	Depreciation (see instructions)	10,523.			
15	Other (list) ▶ STMT 2	12.			
15					
15					
16	Total expenses for each property. Add lines 3 through 15	60,189.			
17	Income or (Loss) from each property. Subtract line 16 from line 2	26,444.			

18a	Total gross rents. Add gross rents from line 2, columns A through H	86,633.
18b	Total expenses. Add total expenses from line 16, columns A through H	(60,189)
19	Net gain (loss) from Form 4797, Part II, line 17, from the disposition of property from rental real estate activities	
20a	Net income (loss) from rental real estate activities from partnerships, estates, and trusts in which this partnership or S corporation is a partner or beneficiary (from Schedule K-1)	
	b Identify below the partnerships, estates, or trusts from which net income (loss) is shown on line 20a. Attach a schedule if more space is needed:	
	(1) Name (2) Employer identification number	
21	Net rental real estate income (loss). Combine lines 18a through 20a. Enter the result here and on: • Form 1065 or 1120S; Schedule K, line 2, or • Form 1065-B; Part I, line 4	26,444.

1 Show the type and address of each property. For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions.

	Physical address of each property - street, city, state, ZIP code	Type - Enter code 1-8; see below for list	Fair Rental Days	Personal Use Days
E				
F				
G				
H				

Rental Real Estate Income		Properties			
		E	F	G	H
2 Gross rents	2				
Rental Real Estate Expenses					
3 Advertising	3				
4 Auto and travel	4				
5 Cleaning and maintenance	5				
6 Commissions	6				
7 Insurance	7				
8 Legal and other professional fees	8				
9 Interest	9				
10 Repairs	10				
11 Taxes	11				
12 Utilities	12				
13 Wages and salaries	13				
14 Depreciation (see instructions)	14				
15 Other (list) ▶	15				
16 Total expenses for each property. Add lines 3 through 15	16				
17 Income or (Loss) from each property. Subtract line 16 from line 2	17				

Allowable Codes for Type of Property

- 1 - Single Family Residence
- 2 - Multi-Family Residence
- 3 - Vacation or Short-Term Rental
- 4 - Commercial
- 5 - Land
- 6 - Royalties
- 7 - Self-Rental

8 - Other (include description with the code on Form 8825 or on a separate statement)

JWA

Form 8825 (12-2010)

**Information on Partners Owning 50% or
More of the Partnership**

OMB No. 1545-0099

▶ Attach to Form 1065. See instructions.

Name of partnership

Employer identification number

SCENT LAND HOLDINGS LLC

26-3444911

Part I Entities Owning 50% or More of the Partnership (Form 1065, Schedule B, Question 3a)

Complete columns (i) through (v) below for any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital

Part II Individuals or Estates Owning 50% or More of the Partnership (Form 1065, Schedule B, Question 3b)

Complete columns (i) through (iv) below for any individual or estate that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Individual or Estate	(ii) Identifying Number (if any)	(iii) Country of Citizenship (see instructions)	(iv) Maximum Percentage Owned in Profit, Loss, or Capital
AMY PUCHALSKI	183-54-2296	UNITED STATES	50.00
JAMIE CURLEY	573-73-4698	UNITED STATES	50.00

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 1065.

Schedule B-1 (Form 1065) (12-2009)

R- 1

016281
05-01-10

- Current year section 179 (D) - Asset disposed

Plaintiffs' Ex 0114.041

SCHEDULE K	NET INCOME (LOSS) FROM RENTAL REAL ESTATE	STATEMENT 1
------------	---	-------------

DESCRIPTION	AMOUNT
LAND HOLDINGS, BUILDINGS	26,444.
TOTAL TO SCHEDULE K, LINE 2	26,444.

OTHER RENTAL EXPENSES	STATEMENT 2
-----------------------	-------------

PROPERTY: LAND HOLDINGS, BUILDINGS
LOCATION:

DESCRIPTION	AMOUNT
BANK SERVICE CHARGES	12.
TOTAL TO RENTAL SCHEDULE, LINE 15	12.

STATEMENT(S) 1, 2

SCENT 0034

ALTERNATIVE MINIMUM TAX DEPRECIATION REPORT

ASSET NUMBER	DESCRIPTION	AMT METHOD	AMT LIFE	REGULAR DEPRECIATION	AMT DEPRECIATION	AMT ADJUSTMENT
1	HARTSVILLE BUILDINGS	SL	39.00	10,523.	10,523.	0.
	TOTALS			10,523.	10,523.	0.

028191 05-01-10

SCENT 0035

Schedule K-1
(Form 1065)Department of the Treasury
Internal Revenue Service

For calendar year 2010, or tax

year beginning **JANUARY 1, 2010**ending **MAY 9, 2010**Partner's Share of Income, Deductions,
Credits, etc.

► See separate instructions.

2010☒ Final K-1☐ Amended K-1

OMB No. 1545-0099

**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items**

1 Ordinary business income (loss)	15 Credits
0.	
2 Net rental real estate income (loss)	16 Foreign transactions
13,222.	
3 Other net rental income (loss)	
4 Guaranteed payments	
5 Interest income	
6a Ordinary dividends	17 Alternative min tax (AMT) items
6b Qualified dividends	
7 Royalties	18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)	
9a Net long-term capital gain (loss)	
9b Collectibles (28%) gain (loss)	19 Distributions
9c Unrecaptured sec 1250 gain	20 Other information
10 Net section 1231 gain (loss)	
11 Other income (loss)	
12 Section 179 deduction	
13 Other deductions	
14 Self-employment earnings (loss)	
A 0.	

*See attached statement for additional information.

For IRS Use Only

Part I Information About the PartnershipA Partnership's employer identification number
26-3444911

B Partnership's name, address, city, state, and ZIP code

**SCENT LAND HOLDINGS LLC
P O BOX 520
LUGOFF, SC 29078**

C IRS Center where partnership filed return

OGDEN, UTD ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner**E Partner's identifying number
183-54-2296

F Partner's name, address, city, state, and ZIP code

**AMY PUCHALSKI
3 PUDDLE LAND
CAMDEN, SC 29020**G ☒ General partner or LLC member-manager ☐ Limited partner or other LLC memberH ☒ Domestic partner ☐ Foreign partnerI What type of entity is this partner? **INDIVIDUAL**

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	50.0000000%	50.0000000%
Loss	50.0000000%	50.0000000%
Capital	50.0000000%	50.0000000%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	
Capital contributed during the year	\$	
Current year increase (decrease)	\$	
Withdrawals & distributions	\$	
Ending capital account	\$	

☒ Tax basis ☐ G ☐ AAP ☐ Section 704(b) book
☐ Other (explain)

M Did the partner contribute property with a built-in gain or loss?

☐ Yes ☒ No

If "Yes", attach statement (see instructions)

011281

01-24-11 LHA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2010

1

SCENT 0036

Schedule K-1
(Form 1065)**2010**

For calendar year 2010, or tax

year beginning **JANUARY 1, 2010**ending **MAY 9, 2010**Department of the Treasury
Internal Revenue Service**Partner's Share of Income, Deductions,
Credits, etc.**

► See separate instructions.

☒ Final K-1☐ Amended K-1

OMB No. 1545-0099

**Part III Partner's Share of Current Year Income,
Deductions, Credits, and Other Items**

1 Ordinary business income (loss) 0.	15 Credits
2 Net rental real estate income (loss) 13,222.	16 Foreign transactions
3 Other net rental income (loss)	
4 Guaranteed payments	
5 Interest income	
6a Ordinary dividends	17 Alternative min tax (AMT) items
6b Qualified dividends	
7 Royalties	18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)	
9a Net long-term capital gain (loss)	19 Distributions
9b Collectibles (28%) gain (loss)	
9c Unrecaptured sec 1250 gain	20 Other information
10 Net section 1231 gain (loss)	
11 Other income (loss)	
12 Section 179 deduction	
13 Other deductions	
14 Self-employment earnings (loss) A 0.	

*See attached statement for additional information.

For IRS Use Only

Part I Information About the Partnership

A Partnership's employer identification number

26-3444911

B Partnership's name, address, city, state, and ZIP code

SCENT LAND HOLDINGS LLC
P O BOX 520
LUGOFF, SC 29078

C IRS Center where partnership filed return

OGDEN, UT

D ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner**

E Partner's identifying number

573-73-4698

F Partner's name, address, city, state, and ZIP code

JAMIE CURLEY
401 WOODLAND DRIVE
HARTSVILLE, SC 29550G ☒ General partner or LLC☐ Limited partner or other LLC

member-manager

member

H ☒ Domestic partner☐ Foreign partnerI What type of entity is this partner? INDIVIDUAL

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	50.0000000%	50.0000000%
Loss	50.0000000%	50.0000000%
Capital	50.0000000%	50.0000000%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	
Capital contributed during the year	\$	
Current year increase (decrease)	\$	
Withdrawals & distributions	\$	
Ending capital account	\$	

☒ Tax basis G ☐ AAP ☐ Section 704(b) book
☐ Other (explain)

M Did the partner contribute property with a built-in gain or loss?

☐ Yes ☒ No

If "Yes", attach statement (see instructions)

STATE OF SOUTH CAROLINA
1019 PARTNERSHIP RETURN
Tax Year 2010
 Return is due on or before the 15th day of the fourth month following the close of the taxable year.

SC1065
 (Rev. 6/3/10)
 3087



Mail to: SC Department of Revenue, Partnership Return,
 Columbia SC 29214-0008
 For the year January 1 - December 31, 2010, or fiscal tax year
 beginning JAN 1, 2010
 and ending MAY 9, 2010

SCENT LAND HOLDINGS LLC
P O BOX 520
LUGOFF, SC

29078

FEIN: **26-3444911**

SC File #:

County: **KERSHAW**

Total Number of Partners: **2**

Number of Partners that are Not SC Residents:

Check all boxes that apply:

Check if this is the first SC1065
 filed for this entity ☐

Check if this is the last SC1065
 filed for this entity ☒

Check here if address has
 changed ☐

ATTACH A COPY OF FORM 1065 FEDERAL PARTNERSHIP RETURN AND COPIES OF ALL SCHEDULES.
 Read the instructions carefully and fill in all applicable lines and schedules.

Location of business property: City **LUGOFF**

State **SOUTH CAROLINA** Phone Number **803-432-1424**

COMPLETE SCHEDULE SC-K FIRST

Schedule W-H Withholding Tax on Income of Nonresident Partners

STAPLE PAYMENT HERE	1. Total from line 29, page 3, SC1065	1.	26,444.
	2. Amount of line 1 income taxable to nonresident partners (from SC1065 K-1s)	2.	0.
	3. Amount of line 2 exempt from withholding because of I-309 affidavit or composite filing	3.	0.
	4. Subtract line 3 from line 2, if less than zero, enter -0-	4.	0.
	5. Withholding tax due - line 4 times .05 (5%)	5.	0.
	6. Withholding from nonresident sale of real estate (Attach I-290) or SC Withholding from form 1099MISC	6.	
	7. Amount paid with extension SC8736	7.	
	8. Add lines 6 and 7	8.	
	9. Subtract line 8 from line 5. If zero or less, enter zero here. This is the amount due with this return. Refunds cannot be issued from the SC1065. An overpayment must be claimed and refunded at the partner level.	9.	0.

BALANCE DUE

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief.

14-0832

Please Sign Here	Signature of general partner or LLC/LLP member _____		Date _____
	I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer. Yes ☒ No ☐		
Paid Preparer's Use Only	Preparer Printed Name	Check if self-employed ☐	Preparer telephone number
	AUSTIN M. SHEHEEN		803-432-1424
	Preparer signature		PTIN P00186164
	AUSTIN M. SHEHEEN		Date 05/09/11
	Firm's name (or yours if self-employed) and address	FEIN 57-0522539	
	SHEHEEN HANCOCK & GODWIN LL	CAMDEN, SC 29021	

077201 10-06-10

SCENT 0038

SCHEDULE SC-K PARTNERS' SHARES OF INCOME (LOSSES), DEDUCTIONS, CREDITS ETC. (See instructions.)

* Enter amounts from corresponding lines on your federal Schedule K in Column A.

	(A) * Amounts From Federal Schedule K	(B) Plus or Minus South Carolina Adjustment	(C) Federal Schedule K Amounts After SC Adjustments	(D) Amounts Allocated to SC	(E) Amounts Subject to Apportionment
1	Ordinary Business Income (loss)				
2	Net Real Estate Rents (loss)				
	26,444.	0.	26,444.		26,444.
3	Other Net Rents (loss)				
4	Guaranteed Payments				
5	Interest Income				
6	Dividends				
7	Royalties				
8	Net Short Term Cap. Gain (loss)				
9	Net Long Term Cap. Gain (loss)				
10	Net §1231 Gain (loss)				
11	Other Income (loss)				
12	§179 Deduction				
13a	Contributions				
13b	Investment Interest Expense				
13c	§59(e)(2) Expenditures				
13d	Other Deductions				
14	Total				
	26,444.	0.	26,444.	0.	26,444.

15. Amounts from federal Schedule K (line 14, Schedule SC-K, Col. A)	15	26,444.
16. Amount Allocated to South Carolina (from line 14, Schedule SC-K, Col. D)	16	
17. Net Income (loss) subject to apportionment (from line 14, Schedule SC-K, Col. E)	17	26,444.
APPORTIONMENT FACTORS FOR MULTISTATE BUSINESS (LINES 18 THROUGH 21 - MULTISTATE ONLY)		
18. SALES	TOTALS	SC
Total Sales or Gross Receipts		
18a Sales or Gross Receipts Percentage		%
For apportionment based on gross receipts only, enter the sales percentage on line 22, skip lines 24 through 27, and enter the amount from line 23 on line 28. See instructions.		
18b Multiply Sales Percentage by 2 (if you have an entry on Line 19 or 20)		%
19. PROPERTY		
Total Owned and Rented Property		
Property Percentage		%
20. PAYROLL		
Total Wages and Salaries		
Payroll Percentage		%
21. TOTAL PERCENT		%
22. Apportionment factor (average percent). 100% if operating entirely within SC (see instructions)	22	100.0000 %
23. Net business income (loss) apportioned to SC (line 17 multiplied by line 22)		
If line 22 is 100%, skip lines 24 through 27 and enter this amount on line 28	23	26,444.
24. Enter the sales percentage from line 18a	24	
25. Multiply line 17 by line 24. If line 23 is less than line 25, STOP HERE and enter amount from line 23 on line 28	25	
26. Line 23 minus line 25	26	
27. For Tax Year 2010, multiply line 26 by 80% (.80). This is the reduction in SC taxable income allowed this year	27	
28. Line 23 minus line 27	28	26,444.
29. Net business income (loss) taxable to SC (line 16 plus line 28)	29	26,444.

1019

1

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**PARTNER'S SHARE OF SOUTH CAROLINA
INCOME, DEDUCTIONS, CREDITS, ETC.**

SC1065 K-1

(Rev. 8/26/10)
3515For calendar year **2010** or tax year beginning **01/01/10** and ending **05/09/10**Partner's identifying number ▶ **183-54-2296**Partnership's FEIN ▶ **26-3444911**

Partner's name, address and ZIP code

Partnership's name, address and ZIP code

AMY PUCHALSKI
3 PUDDLE LAND
CAMDEN, SC 29020

SCENT LAND HOLDINGS LLC
P O BOX 520
LUGOFF, SC 29078

Check if applicable: (1) ☒ Final K-1 (2) ☐ Amended K-1 (3) ☐ Nonresident

Partner's Share of Current Year Income, Deductions, Credits, etc.	(A) Federal K-1 Amounts	(B) Plus or Minus SC Adjustments	(C) Amounts Not Allocated or Apportioned to SC	(D) Amounts Allocated or Apportioned to SC
1 Ordinary business income (loss) ...	1	1	1	1
2 Net rental real estate income (loss)	2	13,222.	2	2
3 Other net rental income (loss)	3	3	3	3
4 Guaranteed payments	4	4	4	4
5 Interest income	5	5	5	5
6 Dividends	6	6	6	6
7 Royalties	7	7	7	7
8 Net short-term capital gain (loss) ...	8	8	8	8
9 Net long-term capital gain (loss)	9	9	9	9
10 Net Section 1231 gain (loss)	10	10	10	10
11 Other Income (loss)	11	11	11	11
12 Section 179 deduction	12	12	12	12
13 Other deductions	13	13	13	13
14 Withholding tax for nonresident partner				14
List applicable South Carolina tax credits. (Attach an additional sheet if needed.)				
15				15
16				16
17				17
18				18
19 Total South Carolina tax credits				19

077521 12-09-10

35151018

SCENT 0041

3167

Plaintiffs' Ex 0114.049

1019

2

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**PARTNER'S SHARE OF SOUTH CAROLINA
INCOME, DEDUCTIONS, CREDITS, ETC.**

SC1065 K-1
(Rev. 8/26/10)
3515

For calendar year **2010** or tax year beginning **01/01/10** and ending **05/09/10**

Partner's identifying number ▶ **573-73-4698**

Partnership's FEIN ▶ **26-3444911**

Partner's name, address and ZIP code

Partnership's name, address and ZIP code

**JAMIE CURLEY
401 WOODLAND DRIVE
HARTSVILLE, SC 29550**

**SCENT LAND HOLDINGS LLC
P O BOX 520
LUGOFF, SC 29078**

Check if applicable: (1) ☒ Final K-1 (2) ☐ Amended K-1 (3) ☐ Nonresident

Partner's Share of Current Year Income, Deductions, Credits, etc.	(A) Federal K-1 Amounts	(B) Plus or Minus SC Adjustments	(C) Amounts Not Allocated or Apportioned to SC	(D) Amounts Allocated or Apportioned to SC
1 Ordinary business income (loss) ...	1	1	1	1
2 Net rental real estate income (loss)	2	2	2	2
3 Other net rental income (loss)	3	3	3	3
4 Guaranteed payments	4	4	4	4
5 Interest income	5	5	5	5
6 Dividends	6	6	6	6
7 Royalties	7	7	7	7
8 Net short-term capital gain (loss) ...	8	8	8	8
9 Net long-term capital gain (loss)	9	9	9	9
10 Net Section 1231 gain (loss)	10	10	10	10
11 Other income (loss)	11	11	11	11
12 Section 179 deduction	12	12	12	12
13 Other deductions	13	13	13	13
14 Withholding tax for nonresident partner				14
List applicable South Carolina tax credits. (Attach an additional sheet if needed.)				
15				15
16				16
17				17
18				18
19 Total South Carolina tax credits				19 0.

077521 12-09-10

35151018

SCENT 0042

3168

Plaintiffs' Ex 0114.050

----- Forwarded Message -----

From: Robert Puchalski <puchal@aol.com>

To: odyce@southcarolinaent.com

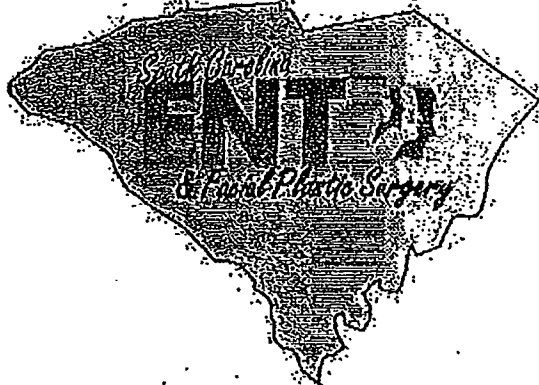
Sent: Mon, March 5, 2007 4:01:20 PM

Subject: Buy-in

OD-

I have not had a chance to dig into inventory costs to see what else I am missing, but would agree to \$700 K if it would expedite things. Future partners would owe the same (ie. Chad owes 1/3 of 1.4) and so forth. We could lease to own all major purchases from here on out to limit capital expenditures. Thoughts?

*Robert Puchalski, MD, FFAOA
Managing Partner
South Carolina ENT & Facial Plastic Surgery*



www.SouthCarolinaENT.com

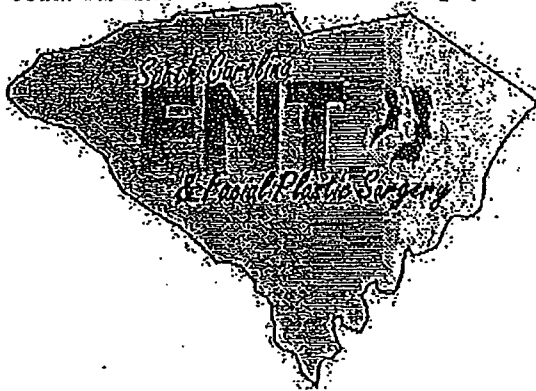
DYCE/SCENT 362

<http://col113w.col113.mail.live.com/mail/PrintMessages.aspx?cpids=f847a577-74ac-11e0-88bb-00215ad751b4,...> 5/2/2011

From: "Robert Puchalski" <puchal@aol.com>
To: "Orville dyce" <odyce@yahoo.com>
Cc: "contract lawyer" <barmon@saul.com>; "dana morris" <dana@thesavagefirm.com>
Sent: Monday, March 05, 2007 4:45 PM
Attach: Orville_Contract_Revisions_031 01 07.doc
Subject: RE: contract
OD-

Here is my attempt at saving us all some time and money. Please see attached. Per our meeting, I would like to reiterate that nothing and anything can change with a majority of shareholder votes. I would like Dr. Dyce to have this right effective 3/1/07. I hope my comments help.

Robert Puchalski, MD, FAAOA
Managing Partner
South Carolina ENT & Facial Plastic Surgery



www.SouthCarolinaENT.com

From: orville dyce [mailto:odyce@yahoo.com]
Sent: Monday, March 05, 2007 7:16 AM
To: Robert Puchalski
Cc: contract lawyer; dana morris
Subject: contract

sorry about the previous lack of attachment
Orville

Cheap Talk? Check out Yahoo! Messenger's low PC-to-Phone call rates.

DYCE/SCENT 367

5/2/2011

3170

Plaintiffs' Ex 0118.001

Contract Revisions 03/01/07:

1. It needs to be stated that the entire value of the company is 100,000 shares, so that equal partnership in the company would mean the purchase of 50,000 shares. OK
2. Beyond the purchase of "company stock", nothing else is mentioned of what is being purchased in the partnership agreement.
 - a. What exactly is being purchased? My understanding is that the stock represents all assets and liabilities of a corporation that has a very robust net annual revenue and very little debt (Orville is very well aware of the balance sheet and is welcome to see it at any time through Theresa).
 - b. How is that amount/value being calculated? Gentlemen's agreement using hard asset value and prepaid expenses and ignoring inventory, depreciation, interest, and "good will."
 - c. Real Estate? Separate Corporation with spouses. 50/50 ownership and liability. My word.
 - d. Re. having to buy-in to expenses incurred pre-03/01/07, how was accounting done? What were exact charges? Malpractice, Allmeds Practice manager, Mysis, Allmeds EMR, Rent (3 locations), Advertising, Vidrine Stipend, etc. We have likely not accounted for all of this, and that is fine with me.
 - e. Re. not receiving receipts pre-03/01/07, how has accounting been done to determine that Orville receives appropriate amount due to him? It would have to be done by the billing department. They would have to assign all payments with a date of service after 3/1/07 to a partnership account, and all payments with date of service before 3/1/07 to an account in my name. Theresa has prepared them for this.
3. Where is the company appraisal?
 - a. How was the value of the company determined? Hard assets only. Proved too difficult to determine value of inventory and "non-capital" goods do to excessive and purposeful use of credit cards, among other things. Items such as computers, printers, phones, guaze, needles, scopes, injectibles, inventory, etc will not be counted under the gentlemen's agreement. In the future, we will lease large items and base buy-in on Orville's buy in, perhaps with an escalator if the majority of the partners agree.
 - b. The hard assets should not be charged an "undepreciated" amount: it's unfair towards purchaser.
 - i. Need to look at depreciation schedule.
 - ii. How much was paid originally? How much is it worth now? In return for not charging interest or counting inventory, we have agreed to waive this under a gentlemen's agreement. The same will be extended to future partners.
4. It's not normal to completely leave out the method by which/ the dollar amount of the buy-in amount.
 - a. In relation, there is no equation mentioned (beyond penalization for leaving and violating the restrictive period) of the equation used to buy-out.
 - i. Does he get accts receivable, even though they'll be paid post-departure?
 - ii. Which assets, using which formula? Give suggestion to Dana. Note to Dana: we have to watch out for a partner leaving, getting buy-out too quickly and leaving practice with leases and debt, etc... All practices spread "buy-out" over period of time. Buy out starts when doc leaves, not when written notice submitted.
 - iii. Real estate? Buy-out formula there? Separate contract
 - iv. How much notice needs to be given? What sort of notice? One year. Written. All partners. Should not do anything less.
 - v. If Orville decides to leave and compete within 20 mile radius, then he should only be responsible for all fees, court costs, etc, if the company "substantially prevails". Whatever we put in Orville's contract we need to put in others as well. Wouldn't we want to protect against competition against the practice in the future? I say leave it the same way.
5. Is there a potential conflict with the accountant, since he represents Bob, the practice, and Orville? I have no issues with him getting someone else to look over the numbers. Good motivator.
6. There is no documentation/formula for how each partner is paid. Per Orville's wishes, we did not

DYCE/SCENT 368

Include details about this and many other things in contract. However, nothing can be changed without a majority of the partners agreeing, so he would have power to change. He is already getting partnership salary as of 3/1/07.

7. No mention of how overhead is paid/ how expenses are handled
 - a. Based on each partner's productivity? Orville and I agreed on this all expenses are paid first and then profits are distributed evenly (once buy-in complete...this should take less than one year). If partners wish to change this, will take a "majority" 2/2, 2/3, 3/4.
 - b. Based on line-item statement?
8. No mention of 401K contribution/ company match. We currently have this, but may change if we need to. We have matched 6% since inception of practice, but this may be prohibitive in the future. Partnership must majority vote to change.
9. No mention of vehicle subsidy. If Orville would like to use purchase vehicle through practice, OK with me..... Comes out of his cut and accountant would have to approve as being "deductable" for corporation. If you want in contract, what should the limit be? May be benefit in leaving out of contract.
10. No provision for "Mexican stand-off", ie. What if there is a deadlock on an issue (the contract only outlines the decision will be determined by "majority vote"). Status quo remains. We agreed on this...need majority 2/2, 2/3, 3/4.
11. Contract currently does not allow for partners to keep money privately earned, ie. Money earned from pharmaceutical affiliations, etc. I have no strong feelings on this.....unless future partner uses work time or practice affiliation to enrich himself/herself. I have heard of some bad stories here. Some practices split \$\$ with doc.
12. Contract currently does not require managing partner to consult other partners on decisions of hiring/firing, nor does it mandate the record-keeping of any decisions made by the managing partner. Actually, I believe it does do what Orville and I agreed upon that managing partner would need permission to fire director level and above. All major decisions in the practice made at monthly providers meeting and annual retreat. What would you have the managing partner document?
13. Re. Life insurance policies
 - a. What sort of policy is being purchased? Equal policy for all shareholders? Dana
 - b. Do these policies normally pay dividends? Dana.
 - c. "The agreed value of the stock may be amended from time to time by amendment to this agreement"
 - i. Needs to be amended to include the fact that both shareholders need to be of capacity to change agreement OK
 - ii. IE, what if Orville isn't able to understand/make changes to agreement, and it's made for him, to the detriment of the amount owed to family? Same could happen of any future partner. OK
 - d. What sort of disability insurance is provided by company? None, unless majority of partners agree to this in the future.
 - i. What sort of tax repercussions for holder of policy?

----- Forwarded Message -----

From: orville dyce <odyce@yahoo.com>
To: Austin M. Sheheen <ASheheen@shgcpa.com>
Sent: Fri, March 9, 2007 11:43:44 AM
Subject: RE: SCENT buy in

thank you i forwarded this email to dana, bob and bruce

"Austin M. Sheheen" <ASheheen@shgcpa.com> wrote:

I called this morning but got a voice mail. I probably need to talk to him since I have not seen the contract and do not know what is in it. I discussed with Dr. Puchalski not selling the receivables, which will help the tax problem immensely, but did not get any further in discussing the other items for a solution. If I can read the proposed contract before it is signed, I can determine the tax consequences. A separate bank account would be set up for the receivables to keep them separate from the joint ownership and new payments would go into a new account. Quite complex and no contract should be signed until full understanding by all.

Austin

From: orville dyce [mailto:odyce@yahoo.com]
Sent: Friday, March 09, 2007 10:31 AM
To: Austin M. Sheheen
Cc: Robert Puchalski; contract lawyer
Subject: SCENT buy in

Hello Austin, I hope you are well. I was discussing the SCENT partnership buyin with the attorney who is helping me- Bruce Armon, and we wanted to know the tax implications for the current structure of the buyin (buying stock and forfeiting the post salary "sweeps" toward the buyin.

Additionally, any comments of the tax implications of life insurance taken out on the partners (if any)

thanks

Orville Dyce

Bored stiff? Loosen up...

Download and play hundreds of games for free on Yahoo! Games.

Bored stiff? Loosen up...

Download and play hundreds of games for free on Yahoo! Games.

<http://col113w.col113.mail.live.com/mail/PrintMessages.aspx?cpids=89ed9ca2-74ad-11e0-a306-00237de33370,...> 5/2/2011

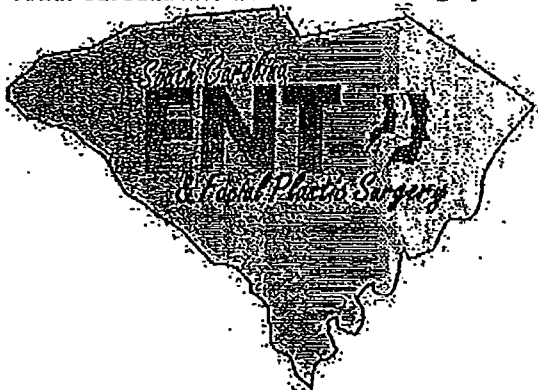
DYCE/SCENT 371

From: Robert Puchalski [mailto:puchal@aol.com]
Sent: Sunday, March 11, 2007 2:45 PM
To: Austin M. Sheheen
Cc: odyce@southcarolinaent.com; twilliams@southcarolinaent.com
Subject: FW: SCENT buy in

Austin-

I know this is the busiest time for you to be dealing with a practice buy-in, so I apologize for our timing. I was under the impression that if we "carved out" the AR and the bank account, that Dr. dyce could acquire equal shares in the corporation by relinquishing his end of year bonus and applying "sweat equity". If there is a different way we should do it, could you please advise so that we can move forward with this. Our inability to get a contract will cause a bit of a stir in the billing department.

Robert Puchalski, MD, FAOA
Managing Partner
South Carolina ENT & Facial Plastic Surgery



www.SouthCarolinaENT.com

From: Austin M. Sheheen [mailto:ASheheen@shgcpa.com]
Sent: Friday, March 09, 2007 10:44 AM
To: orville dyce
Subject: RE: SCENT buy in

I called this morning but got a voice mail. I probably need to talk to him since I have not seen the contract and do not know what is in it. I discussed with Dr. Puchalski not selling the receivables, which will help the tax problem immensely, but did not get any further in discussing the other items for a solution. If I can read the proposed contract before it is signed, I can determine the tax consequences. A separate bank account would be set up for the receivables to keep them separate from the joint ownership and new payments would go into a new account. Quite complex and no contract should be signed until full understanding by all.

Austin

From: orville dyce [mailto:odyce@yahoo.com]
Sent: Friday, March 09, 2007 10:31 AM

DYCE/SCENT 373

From: "Robert Puchalski" <puchal@aol.com>
To: "Austin M. Sheheen" <ASheheen@shgcpa.com>
Cc: <odyce@southcarolinaent.com>; "contract lawyer" <barmon@saul.com>
Sent: Sunday, March 18, 2007 12:43 PM
Attach: Shareholders Agreement-markup.doc
Subject: Dyce/Puchalski Partnership
Austin-

Attached is the most recent copy of the contract for partnership per your request. I hope that it is useful to you in deciding the course with the least tax liability for Dr. Dyce.

*Robert Puchalski, MD, FAAOA
Managing Partner
South Carolina ENT & Facial Plastic Surgery*



www.SouthCarolinaENT.com

DYCE/SCENT 375

5/2/2011

STATE OF SOUTH CAROLINA)
) SHAREHOLDER'S AGREEMENT
COUNTY OF KERSHAW)

This Agreement is entered into this 28th day of February, 2007, by and between Robert Puchalski, M.D. and Orville Dyce, M.D. as the shareholders of Kershaw Ear, Nose, Throat & Facial Plastic Surgery, Inc.

WITNESSETH:

1. NAME: The name of this Corporation is South Carolina Ear, Nose, Throat & Facial Plastic Surgery, Inc., which is a Statutory Close Corporation, organized and existing under the laws of the State of South Carolina and incorporated on November 5, 2004.

2. MANAGEMENT: The management of the Corporation shall be with the consent of all shareholders. September At its annual meeting each year in January, the shareholders shall elect a President, Vice-President, Secretary and Treasurer. The shareholders shall also designate, by proper resolution, a "designated director" pursuant to S.C. Code Section 33-18-210(c)(5) for the purposes of signing corporate documents that may be required in the usual and regular course of business. The term "managing shareholder" shall also refer to the President of the Corporation.

3. MEETINGS: The Corporation shall not be required to elect a board of directors but shall hold an annual meeting at the beginning of each calendar year. A meeting of the shareholders may be called at any time by an officer or shareholder, upon ten (10) days written notice to each shareholder. Notice of such meetings may be waived in writing by each shareholder.

DYCE/SCENT 376

4. VOTING: Each shareholder shall have one (1) vote per share of stock owned in the Corporation. Properly executed proxies may be voted on any matter to come before the Corporation.

5. DUTIES, AUTHORITY, LIMITATIONS & COMPENSATION: The duties, authority, limitations and compensation of officers and employees shall be determined by the majority vote of the shareholders.

6. STOCK: Stock Certificates are to be issued in return for value received by the Corporation ~~upon~~ the signature of the President and Secretary. The shares of stock in this Corporation may not voluntarily or involuntarily be transferred except as provided in South Carolina Law or as modified by the parties' agreement entitled "Stock Purchase Agreement" dated ____ day of February, 2007.

7. LOANS TO AND FROM SHAREHOLDERS: No shareholder shall have any obligation to make contributions to the Corporation other than those as mutually agreed upon. Any shareholder that makes a loan to the Corporation shall do so in writing with such loan not effective unless authorized by the President of the Corporation.

8. SHAREHOLDER GUARANTEES OF CORPORATION OBLIGATIONS: If required, shareholders of the Corporation shall execute whatever guarantees are necessary to secure the obligations of the Corporation upon a majority vote of the shareholders.

9. ALLOCATIONS OF PROFITS AND LOSSES: The shareholders shall be entitled to an allocation of the Corporation's profits and losses, to allocations of the Corporation's assets and to a distribution of such profits and assets as can be agreed upon by a majority vote of the shareholders. In any case, the profits of the Corporation will be distributed on an annual basis unless the shareholders agree by majority vote not to

distribute such profits.

10. HIRING AND FIRING OF EMPLOYEES OF THE CORPORATION: The shareholders agree the managing shareholder shall not hire or fire any employee of the Corporation at the director level or above, physician extenders, physicians or practice manager without consultation with all shareholders and by agreement of the majority of the shareholders. The managing shareholder may hire or terminate any other employee of the Corporation without consultation with other shareholders.

11. CAPITAL EXPENDITURES: The managing shareholder shall not be entitled to expend any of the cash or assets of the Corporation or incur any debt above five thousand and no/100 (\$5,000.00) dollars without consultation with all shareholders and a majority agreement of those shareholders.

12. FEES PROPERTY OF THE CORPORATION: The shareholders agree that all monies or fees earned by them in the course of the practice of their profession as employees of the Corporation with the exception of medical directorships individually entered into by shareholders or for any fees earned for speaking engagements, shall be the sole and exclusive property of the Corporation.

13. NO DUTY TO RECORD DECISIONS: The managing shareholder shall have no duty to record in writing or otherwise any decision of the managing shareholder and the managing shareholder's failure to make such record shall not impair the validity of such decision.

14. DISSOLUTION OF THE CORPORATION: Dissolution of the Corporation may occur upon majority vote of the outstanding shares of the Corporation. Upon a

determination by the majority of the shareholders to dissolve the Corporation, all shareholders shall cooperate in the winding up of the affairs of the Corporation and liquidation and distribution of the proceeds of the sale or disposition of the assets of the Corporation to creditors and then to shareholders in accordance with their respective ownership in the Corporation. The managing shareholder shall cause to be filed a certificate of dissolution with the Secretary of State upon the completion of the winding up of the affairs of the Corporation. The certificate of dissolution shall set forth the effective date of the cancellation of the Corporation's termination.

15. ENTIRE AGREEMENT: This agreement shall contain the complete agreement between the parties concerning its subject matter and replaces all earlier agreements between the shareholders, whether written or oral, concerning the subject matter of this agreement.

16. AMENDMENTS: No amendment to this agreement shall be valid unless set forth in writing and signed by a majority of the shareholders.

17. NOTICES: All notices to this agreement shall be in writing and sent by fax or mailed to the parties at the respective address which is set forth in this agreement.

18. GOVERNING LAW: This agreement shall be governed exclusively by the laws of the State of South Carolina. Venue for any action brought pursuant to this agreement or the articles of incorporation shall be in Kershaw County, South Carolina.

IN WITNESS WHEREOF, we have hereunder set our Hands and Seals this _____
day of February, 2007.

In the presence of:

Robert Puchalski, Shareholder

Orville Dyce, Shareholder

M:\wp\DOCDAMPUCHALSKI\Stock Purchase Agreement\Shareholders Agreement.vpd

Payperiod	Distribution Amt
7-Mar	21000
21-Mar	21000
4-Apr	21000
18-Apr	21000
2-May	21000
16-May	21000
30-May	21000
13-Jun	21000
27-Jun	21000
11-Jul	21000
25-Jul	21000
8-Aug	21000
22-Aug	21000
5-Sep	21000
19-Sep	21000
3-Oct	21000
16-Oct	21000
31-Oct	21000
14-Nov	21000
total	399,000.00
Capital Reserve	100,000.00
Buy In as of Nov 14	499,000.00

checking acct balances	14-Nov-07
SCENT	274,392
Carolina Cosmetics	-9,588
Clarify	12,414.00
total	277,218

DYCE/SCENT 421

SCENT Sweeps	
\$ 86,000.-	July
\$150,000.-	August
\$150,000.-	September
\$ --	October
\$	November
\$	December

DYCE/SCENT 422

talk to him of
first

SHEHEEN, HANCOCK & GODWIN, LLP
CERTIFIED PUBLIC ACCOUNTANTS

1011 FAIR STREET
R.D. DRAWER 428

CAMDEN, SOUTH CAROLINA 29021
FOUNDED 1859

AUSTIN M. SHEHEEN, JR., CPA
TERRY M. HANCOCK, CPA
LARRY R. GODWIN, CPA
THOMAS R. MYERS, CPA
DARYL W. TAYLOR, CPA
ANTHONY E. BOYD, CPA
JANE M. PEACOCK, CPA
MATTHEW G. IRICK, CPA

REBECCA M. LEE, CPA
ANTHONY N. MESSICK, CPA
J. RICHARD PARKER, CPA
R. MARK WOOD
JUSTIN R. GAYDE

MEMBER OF
AMERICAN INSTITUTE OF CPAS
SOUTH CAROLINA ASSOCIATION OF CPAS

TELEPHONE
(803) 432-1424
TELECOPIER
(803) 432-1881

WEBSITE: www.shgcpa.com

April 30, 2007

Robert Puchalski, M.D.
Orville Dyce, M.D.

RE: Formula - Buy-In S.C. ENT by Dr. Dyce

Dear Drs. Puchalski and Dyce:

I have reviewed the financial information of S.C. ENT for the purpose of developing a formula to provide for a method of valuation in the admission of Dr. Dyce to a partner of ownership and to allow for future partners of ownership to be admitted.

My consideration of a method included several options and they were based on gross receipts, net receipts, underlying asset values, and what assets might be transferred and those which would not be transferred. In my consideration I have made the following assumptions.

1. At time of buy-in, all cash in practice will belong to current owners and not transferred to new group.
2. All receivables for services provided prior to admission of new owners will belong to previous owners and kept in a separate account. Proceeds may be loaned to new group to prevent a disruption of operation from lack of cash.
3. All collections from services provided from date of new group will flow directly into the corporate account, belonging to new group in percentage of ownership.

My conclusion is that the best method to meet the purpose is a formula based on the gross receipts of the medical practice. Consideration should be given to averaging several years of gross receipts so as to level out any volume changes or any timing differences in collections. In my consideration of a net receipts method there were too many activities that would cloud a true picture of net receipts, such as early depreciation write-offs, new equipment purchases, signing bonuses paid to future employees, etc. The gross receipts method is unaffected by such activities and reflects a true picture of practice growth or stagnation.

PAGE 02

Received 05/07/2007 07:46AM In 0140 on 11th 121 for 2010 * Pg 3/5
KENT 4083282 85/87/2007 07:55

DYCE/SCENT 387

I would suggest that the stock be sold for \$1,000 to the incoming owners, as a nominal value, providing for the actual payment to the current stockholders and be surrendered pro-rata by each to keep ownership at the level and percentage agreed upon by all.

In considering the present value to be used by Dr. Puchalski in admitting Dr. Dyce to ownership, a total value of \$1,400,000 for 100% or \$700,000 due by Dr. Dyce to Dr. Puchalski for 50%, I have related these numbers to gross revenue for the past two years. The results are as follows:

	2005	2006
Gross Receipts	\$4,695,563	\$5,853,608
Value of \$1,400,000		
or % of Gross	30%	24%

The gross receipts for the past two years are as follows:

2005	\$ 4,695,563
2006	<u>5,853,608</u>
	<u>10,549,175</u>
Average $\div 2 =$	\$ 5,274,586
25% of average Gross Receipts	\$ 1,318,847
Agreed Value for Dr. Dyce Buy-in	\$ 1,400,000

It appears that overhead levels out at a certain point and does not increase in a direct proportion to gross receipts increase. Thus a formula tied to gross receipts should not be adversely affected by the normal overhead increases attributed to inflation and a growing practice.

A projection of the gross receipts method using a 25% factor would indicate the following:

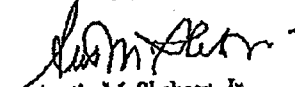
Gross receipts	\$10,000,000
Practice Value 25%	2,500,000
1/4 interest	625,000
1/3 interest	833,333
1/2 interest	1,250,000

I am not sure that there is any method that is a really good one and would suggest that any contractual agreements provide that the final value for admission of future owners could be determined by the mutual agreement of all parties involved.

I also would caution you to be sure the contracts provide for any and all other possibilities such as practice withdrawal, death of a partner, value of buy-out interest, non-compete agreement, and even the adoption of operating policies such as vacation time, sick leave, management authority, etc.

If I can be of additional assistance, please advise.

Sincerely yours,


Austin M. Sheheen, Jr.

AMSJr:ad

PAGE 04

Received 05/07/2007 07:46AM in 01:40 on line 121 for 3010 * Pg 5/5
4083282 KENT 05/07/2007 07:55

DYCE/SCENT 389

**UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING OF
THE SHAREHOLDERS OF
SOUTH CAROLINA ENT, ALLERGY AND SLEEP MEDICINE, P.A.**

July 16, 2008

Pursuant to the South Carolina Business Corporation Act of 1988, as amended (the "Act"), the undersigned, being all of the Shareholders of South Carolina ENT, Allergy and Sleep Medicine, P.A., a South Carolina corporation (the "Corporation"), by execution hereof do hereby (i) consent to and adopt the following resolutions as of the date hereof, which resolutions shall have the same force and effect as if adopted by unanimous affirmative vote at a meeting of the Shareholders of the Corporation duly called and held, (ii) waive all requirements of notice, and (iii) direct that this consent be filed with the minutes of the proceedings of the Corporation. This unanimous written consent may be executed in two or more counterparts.

WHEREAS, the Shareholders believe it is advisable for the Corporation to enter into that certain Shareholders Agreement by and among the Company and its Shareholders in substantially in the form attached hereto as Exhibit A (the "Agreement"); and

WHEREAS, the Shareholders believes that the terms of the Agreement are fair to the Corporation and the execution and delivery of the Agreement is in the best interests of the Corporation.

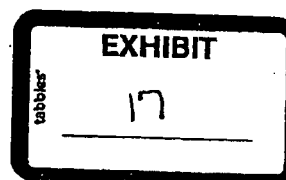
NOW, THEREFORE, BE IT RESOLVED, the Shareholders determine and find that it is advisable and in the best interests of the Corporation to enter into the Agreement;

FURTHER RESOLVED, that the Shareholders hereby adopt and approve the Agreement.

Omnibus Resolutions

RESOLVED, that the President and the Secretary of the Corporation be, and they hereby are, and each of them hereby is, authorized (i) to prepare, execute, deliver and perform, as the case may be, such agreements, amendments, applications, approvals, certificates, communications, consents, demands, directions, documents, further assurances, instruments, notices, orders, requests, resolutions, supplements or undertakings (including but not limited to those attached to this consent, each with such additions, modifications or deletions as any such officer, in his discretion, shall deem necessary or advisable) (ii) to pay or cause to be paid on behalf of the Corporation any related costs and expenses and (iii) to take such other actions, in the name and on behalf of the Corporation, as any such officer, in his discretion, shall deem necessary or advisable to complete and effect the foregoing transactions or to carry out the intent and purposes of the foregoing resolutions and the transactions contemplated thereby, the preparation, execution, delivery and performance of any such agreements, amendments, applications, approvals, certificates, communications, consents, demands, directions, documents, further assurances, instruments, notices, orders, requests, resolutions, supplements or undertakings, the payment of any such costs or expenses and the performance of any such other

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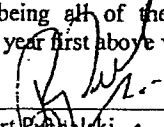


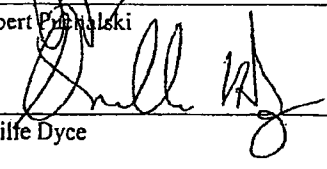
DYCE/SCENT 180

acts shall be conclusive evidence of the approval of this Board of Directors thereof and all matters relating thereto; and

FURTHER RESOLVED, that all actions heretofore taken by the officers and directors of the Corporation with respect to the foregoing transactions and all other matters contemplated by the foregoing resolutions are hereby approved, adopted, ratified and confirmed.

IN WITNESS WHEREOF, the undersigned, being all of the Shareholders of the Corporation, have executed this writing as of the day and year first above written.


Robert Prchal


Orville Dyce

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN				
	1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.				
	6. FILE NUMBER 022778A		7. LOAN NUMBER		
	8. MORTGAGE INS CASE NUMBER				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER	E. NAME AND ADDRESS OF SELLER	F. NAME AND ADDRESS OF LENDER
SCENT Land Holdings, LLC 1165 Hwy 1 South Lugoff, SC 29078	Amy L. Puchalski 3 Puddle Lane Camden, SC 29020	First Palmetto Savings Bank, FSB P O Box 861 Camden, SC 29021
G. PROPERTY LOCATION 145 Park Central Dr. Columbia, SC Richland County, South Carolina	H. SETTLEMENT AGENT 57-0399929 Savage, Royall & Sheheen, L.L.P. PLACE OF SETTLEMENT PO Drawer 10, 1111 Church St. Camden, SC 29020	I. SETTLEMENT DATE May 26, 2009

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	421,366.16	403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller in advance		Adjustments For Items Paid By Seller in advance	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	421,366.16	420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)	416,000.00	502. Settlement Charges to Seller (Line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage	
205.		505. Payoff of second Mortgage	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	416,000.00	520. TOTAL REDUCT. AMT DUE SELLER	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Borrower (Line 120)	421,366.16	601. Gross Amount Due To Seller (Line 420)	
302. Less Amount Paid By/For Borrower (Line 220)	(416,000.00)	602. Less Reductions Due Seller (Line 520)	()
3. CASH (X FROM) (TO) BORROWER	5,366.16	603. CASH (TO) (FROM) SELLER	0.00

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price \$ @ %				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:					
701. \$	to				
702. \$	to				
703. Commission Paid at Settlement					
704.	to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	%	to			
802. Loan Discount	%	to			
803. Appraisal Fee		to			
804. Credit Report		to			
805. Lender's Inspection Fee		to			
806. Mortgage Ins. App. Fee		to			
807. Assumption Fee		to			
808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From 05/25/09 to 06/01/09	@ \$	/day (6 days %)			
902. Mortgage Insurance Premium	months				
903. Hazard Insurance Premium	1.0 years				
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	months @ \$	per month			
1002. Mortgage Insurance	months @ \$	per month			
1003. City/Town Taxes	months @ \$	per month			
1004. County Taxes	months @ \$	per month			
1005. Assessments	months @ \$	per month			
1006.	months @ \$	per month			
1007.	months @ \$	per month			
1008.	months @ \$	per month			
1100. TITLE CHARGES					
1101. Settlement or Closing Fee	to				
1102. Abstract or Title Search					
1103. Title Examination	to Professional Title Services, Inc.		200.00		
1104. Title Insurance Binder	to				
1105. Document Preparation	to Savage, Royall & Sheheen, L.L.P.		125.00		
1106. Notary Fees	to				
1107. Attorney's Fees	to Savage, Royall & Sheheen, L.L.P.		400.00		
(includes above item numbers:)					
1108. Title Insurance	to Waterco Abstract Company		828.00		
(includes above item numbers:)					
1109. Lender's Coverage	\$ 415,000.00	828.00			
1110. Owner's Coverage	\$				
1111. Title Binder	to Savage, Royall & Sheheen, L.L.P.		100.00		
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$ 10.00; Mortgage \$ 15.00; Releases \$			25.00		
1202. City/County Tax/Stamp: Deed		Mortgage			
1203. State Tax/Stamp: Revenue Stamps		Mortgage			
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest Inspection	to				
1303. Payoff	to First Palmetto Savings Bank, FSB	77-083561-1	419,688.16		
1304.					
1305.					
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			421,366.16		

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy.

Savage, Royall & Sheheen, L.L.P.
Settlement Agent

(022778A / 022778A / 9)

SCENT 0063

3189

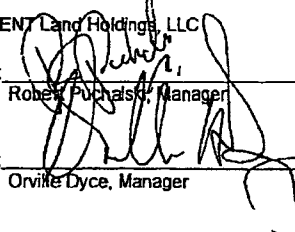
Plaintiffs' Ex 0131.002

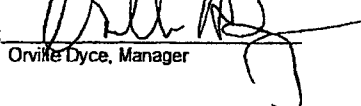
ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

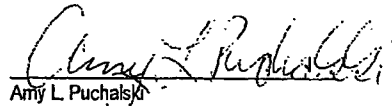
Borrower: SCENT Land Holdings, LLC
Seller: Amy L. Puchalski
Lender: First Palmetto Savings Bank, FSB
Settlement Agent: Savage, Royall & Sheheen, L.L.P.
(803)432-4391
Place of Settlement: PO Drawer 10, 1111 Church St.
Camden, SC 29020
Settlement Date:
Property Location: 145 Park Central Dr.
Columbia, SC
Richland County, South Carolina

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SCENT Land Holdings, LLC

BY: 
Robert Puchalski, Manager

BY: 
Orville Dyce, Manager


Amy L. Puchalski

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

(022778A.PFD/022778A/3)

SCENT 0064

GUARANTY

CAMDEN

(City)

SOUTH CAROLINA

(State)

MAY 26 2009

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce FIRST PALMETTO SAVINGS BANK, FSB

(herein, with its participants, successors and assigns, called "Lender"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of SCENT LAND HOLDINGS LLC

(herein called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this ☐ is checked, the Undersigned guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following:

and any extensions,

renewals or replacements thereof (hereinafter referred to as the "Indebtedness").

B. If this ☒ is checked, the Undersigned guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness"). Without limitation, this guaranty includes the following described debt(s):

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce, limit or release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the Undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the Lender, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the Lender, or as to any renewals, extensions and refinancings thereof. If there be more than one Undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the Undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or revoke this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith pay to the Lender, the full amount of all Indebtedness, whether due and payable or unmatured. If the Undersigned voluntarily commences or there is commenced involuntarily against the Undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the Undersigned hereunder shall be limited to a principal amount of \$ UNLIMITED

(if unlimited or if no amount is stated, the Undersigned shall be liable for all Indebtedness, without any limitation as to amount), plus accrued interest thereon and all other costs, fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the Indebtedness, and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Undersigned hereunder. The Lender may apply any sums received by or available to Lender on account of the Indebtedness from Borrower or any other person (except the Undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2, all of which are made a part hereof.

This guaranty is ☒ unsecured; ☐ secured by a mortgage or security agreement dated

☐ secured by

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first above written.

ROBERT PUCHALSKI

ORVILLE DYCE

"Undersigned" shall refer to all persons who sign this guaranty, severally and jointly.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN				
	1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.				
	6. FILE NUMBER 022840		7. LOAN NUMBER		
	8. MORTGAGE INS CASE NUMBER				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

1.0 3/98 (022840.PFD)022840(26)

D. NAME AND ADDRESS OF BORROWER SCENT Land Holdings, LLC 1155 Highway 1 South Lugoff, SC 29078	E. NAME AND ADDRESS OF SELLER Eastern Land & Timber Company, LLP 514 Walnut St. Camden, SC 29020	F. NAME AND ADDRESS OF LENDER First Palmetto Savings Bank, FSB P O Box 861 Camden, SC 29021
G. PROPERTY LOCATION 1.00 acre off US Hwy 601 Lugoff, SC 29078 Kershaw County, South Carolina	H. SETTLEMENT AGENT 57-0399929 Savage, Royall & Sheheen, LLP. PLACE OF SETTLEMENT PO Drawer 10, 1111 Church St. Camden, SC 29020	I. SETTLEMENT DATE March 3, 2009

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	200,000.00	401. Contract Sales Price	200,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	2,135.00	403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller in advance		Adjustments For Items Paid By Seller in advance	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes 03/04/09 to 12/31/09	0.75	407. County Taxes 03/04/09 to 12/31/09	0.75
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	202,135.75	420. GROSS AMOUNT DUE TO SELLER	200,000.75
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	5,000.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)	200,000.00	502. Settlement Charges to Seller (Line 1400)	77,100.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage	
205.		505. Payoff of second Mortgage	
206.		506. Deposit retained by seller	5,000.00
207.		507.	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	205,000.00	520. TOTAL REDUCT. AMT DUE SELLER	77,100.00
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Borrower (Line 120)	202,135.75	601. Gross Amount Due To Seller (Line 420)	200,000.75
302. Less Amount Paid By/For Borrower (Line 220)	(205,000.00)	602. Less Reductions Due Seller (Line 520)	(77,100.00)
303. CASH (FROM) (X TO) BORROWER	2,864.25	603. CASH (X TO) (FROM) SELLER	122,900.75

L. SETTLEMENT CHARGES					
700. TOTAL COMMISSION Based on Price \$ 200,000.00 @ 10.0000 % 20,000.00				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as follows:					
701. 200,000.00 to Corner Realty					
702. \$ to					
703. Commission Paid at Settlement					20,000.00
704. to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee % to					
802. Loan Discount % to					
803. Appraisal Fee to					
804. Credit Report to					
805. Lender's Inspection Fee to					
806. FPSB Fee to First Palmetto Savings Bank, FSB				200.00	
807. Assumption Fee to					
808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From 03/03/09 to 04/01/09 @ \$ /day (29 days %)					
902. Mortgage Insurance Premium months					
903. Hazard Insurance Premium 1.0 years					
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance months @ \$ per month					
1002. Mortgage Insurance months @ \$ per month					
1003. City/Town Taxes months @ \$ per month					
1004. County Taxes months @ \$ per month					
1005. Assessments months @ \$ per month					
1006. months @ \$ per month					
1007. months @ \$ per month					
1008. months @ \$ per month					
1100. TITLE CHARGES					
1101. Settlement or Closing Fee to					
1102. Abstract or Title Search to					
1103. Title Examination to Savage, Royall & Sheheen, L.L.P.				250.00	
1104. Title Insurance Binder to					
1105. Document Preparation to Anne S. Conder, Attorney at Law					1,000.00
1106. Notary Fees to					
1107. Attorney's Fees to Savage, Royall & Sheheen, L.L.P.				650.00	
(includes above item numbers:)					
1108. Title Insurance to Wateree Abstract Company				450.00	
(includes above item numbers:)					
1109. Lender's Coverage \$ 200,000.00 450.00					
1110. Owner's Coverage \$ 200,000.00					
1111. Title Binder to Wateree Abstract Company				100.00	
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$ 10.00; Mortgage \$ 15.00; Releases \$				25.00	
1202. City/County Tax/Stamp/Deed : Mortgage					
1203. State Tax/Stamp: Revenue Stamps 740.00; Mortgage					740.00
1204. Record Affidavit to Kershaw County Register of Deeds					10.00
1205. Plat Approval to Kershaw County				5.00	
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey to Robert H. Lackey Surveying, Inc.				450.00	
1302. Pest Inspection to					
1303. Record Plat to Kershaw County Register of Deeds				5.00	
1304. Surveying Services to Robert H. Lackey Surveying, Inc.					350.00
1305. See add'l disb. exhibit to					50,000.00
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)				2,135.00	72,100.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy.

**Buyer responsible for any rollback taxes applicable to property.

**Seller to assume payment of 2009 taxes.

Savage, Royall & Sheheen, L.L.P.
Settlement Agent

(022840 / 022840 / 25)

SCENT 0093

3193

Plaintiffs' Ex 0132.002

Instrument
200900005624 OR
Volume Page
2547 134

This document was prepared by (name, address, phone):

200900005624
Filed for Record in
KERSHAW COUNTY SC
BILLIE MCLEOD, REGISTER
07-08-2009 At 03:12:35 PM.
MORTGAGE 15.00
OR Volume 2547 Page 134 - 14

State of South Carolina

Space Above This Line For Recording Data

REAL ESTATE MORTGAGE (With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 07-06-2009 and the parties and their addresses are as follows:

MORTGAGOR: SCENT LANDHOLDINGS, LLC
1165 HIGHWAY 1 SOUTH
LUGOFF, SC 29078

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER: FIRST PALMETTO SAVINGS BANK, FSB
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
407 DEKALB STREET
CAMDEN, SC 29020

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:
SEE ATTACHMENT

Subscribed and Signed in Presence of Public:
on 26 day of August 2010
Billie D. McLeod
Register of Deeds, Kershaw County, SC

The first of the above described property, to-wit: Parcel B, is located in the County of Kershaw, South Carolina, and is more particularly described as follows:
FIRST PALMETTO SAVINGS BANK, F.S.B.

[Signature]
Sandra Cooper
Loan Payoff Clerk

The property is located in Kershaw at 1 ACRE (PARCEL "B")
(County)
LUGOFF, South Carolina 29078
(Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

SOUTH CAROLINA - AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY INSTRUMENT (NOT FOR FIMA, FHLBC, FHA OR VA USE, AND NOT FOR CONSUMER PURPOSES)

Expens[®] © 1994, 2001 Bankers Systems, Inc., St. Cloud, MN Form AGCO-RESI-SC 1/21/2003

(page 1 of 8)

SCENT 0125

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 125,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagees shall not be required to defer, accrue or capitalize any interest except as provided in the Note. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.
4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
- A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt) (e.g., *borrower's name, note amount, interest rate, maturity date*):

BORROWER: SCENT LANDHOLDINGS, LLC
NOTE AMOUNT: \$125,000.00
NOTE DATE: 7-6-2009
MATURITY DATE: 1-6-2010
RATE: 5%
 - B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
 - C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
 - D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
 - E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.
6. **WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.
7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.
8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

10. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage.
11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:
- A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
 - B. The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
 - C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
- B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive

any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. DEFAULT. Mortgagor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has

characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

- A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.
- L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. CONDEMNATION. Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Mortgagor agrees to maintain insurance as follows:

- A. Mortgagor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding three sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

22. NO ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.

24. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.

If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guaranteed, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.

25. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

26. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

27. WAIVER OF HOMESTEAD. Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.

28. U.C.C. PROVISIONS. If checked, the following are applicable to, but do not limit, this Mortgage:

- ☐ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
- ☐ **Crops; Timber; Minerals; Rents, Issues and Profits.** Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").

PROBATE:

STATE OF SOUTH CAROLINA COUNTY OF Kershaw) ss.

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Mortgagor (and each Mortgagor if more than one) sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 6TH day

of JULY, 2009

[Signature]
Notary Public for South Carolina

[Signature: Christine Peckles]

My commission expires: 3/2/14

(page 8 of 8)

29. OTHER TERMS. If checked, the following:

- SIG** - [Redacted] of [Redacted] [Redacted]
[Redacted] [Redacted] [Redacted]

- Entity Name:
- SCENT LANDHOLDINGS, LLC

Signed, Sealed and delivered in the presence.

☐ Refer to the Addendum which is a
acknowledgment.

SCENT 0132

- ☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- ☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.

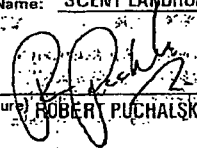
29. OTHER TERMS. If checked, the following are applicable to this Mortgage:

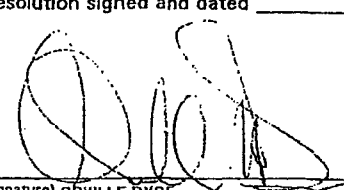
- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.
- ☒ **Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure 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.**
- ☐ **Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- ☐ **Additional Terms.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

- ☐ Actual authority was granted to the parties signing below by resolution signed and dated _____.

Entity Name: SCENT LANDHOLDINGS, LLC


(Signature) ROBERT PUCHALSKI (Seal)
(Date)


(Signature) ORVILLE DYCE (Seal)
(Date)

Signed, Sealed and delivered in the presence of:


(Witness)


(Witness)

- ☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

PROBATE:

STATE OF SOUTH CAROLINA, COUNTY OF Kershaw) ss.

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Mortgagor (and each Mortgagor if more than one) sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 6TH day

of JULY, 2009

[Signature]
Notary Public for South Carolina

Christie Peetles

My commission expires: 3/2/14

(page 8 of 8)

Instrument
200900005624 OR

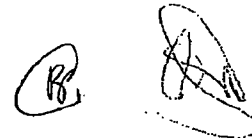
Volume Page
2547 142

EXHIBIT A

All that certain piece, parcel or lot of land, situate, lying and being in the Township of Lugoff, County of Kershaw, State of South Carolina, located off U.S. Highway No. 601, containing 1.00 acre, more or less, as shown on plat prepared for SCENT Land Holdings, LLC by Robert H. Lackey Surveying, Inc. dated July 1, 2009 and recorded in the office of the Register of Deeds for Kershaw County in Book 2547 at page 125; said property being bound as follows: beginning at a point at the Northeastern corner of the property and heading S 04 02' 50" W for a distance of 144.29 feet to a point; thence turning and running N 86 15' 50" W for a distance of 301.66 feet; thence turning and running N 03 51' 29" E for a distance of 144.29 feet; thence turning and running S 86 15' 50" E for a distance of 302.13 feet to a point which is the point of beginning. Reference being made to said plat for a more complete and accurate description. Be all measurements a little more or less.

The above described property is the same conveyed to SCENT Land Holdings, LLC by deed of Eastern Land & Timber Company, a South Carolina Limited Liability Partnership, dated July 2009 and recorded in the office of the Register of Deeds for Kershaw County in Book 2547 at page 126.

TMS #portion of 309-00-00-032



SCENT 0135

SCENT Land Holdings LLC
Property and debt analysis

Property	Cost	Debt as of 5-9-10	Owed to
Hansville Building	1,094,162.83	1,042,741.71	1st Palmetto
Lugoff Building - Constuction in Progress	306,306.42	322,193.05	SCENT Allergy & Sleep
Lugoff Lot 1-200,000' & Lot 2- 25,000	325,000.00	325,000.00	1st Palmetto
Richland Park Central	461,757.00	387,359.69	1st Palmetto
Totals	2,187,426.25	2,077,294.45	
Lugoff Building will not go on the books until completion.		1,796,316.00	1st Palmetto

LEASE AGREEMENT

This Lease is made to be effective on the 4th day of March, 2010 by and between SCENT Land Holdings, LLC ("Landlord") and South Carolina ENT, Allergy and Sleep Medicine, PA ("Tenant").

In consideration of the respective performance by the other of all the following terms, conditions, and covenants during the term of this Lease and any extension thereof, Landlord and Tenant do hereby agree to the following:

1. DESCRIPTION OF PREMISES.

Landlord hereby leases to Tenant the following-described property: a medical office building located in Lugoff, Kershaw County, South Carolina, located on U.S. Highway 601 South together with the related improvements, equipment, and fixtures thereon, including the use of adjacent parking areas, all of which shall be hereinafter described as the "Premises."

2. TERM.

The Term of this Lease is for 10 years (the "Term"), commencing on the 1st day of July, 2010, unless said term is terminated or extended pursuant to the provisions of this lease, and expiring on the 30th Day of June, 2020. If tenant has complied with all of the obligations contained herein and paid all Rent due the Landlord, the Tenant may elect to renew this Lease for additional terms of five (5) years (the Renewal Term) by providing Landlord written notice of its intent to renew at least sixty (60) days prior to the expiration of the then current term.

3. RENT.

Tenant shall pay to the Landlord at 1165 Highway 1 S Ste 300 monthly rent in the amount of \$16,836.33. Tenants have paid, upon execution of this lease, the first year of the above rental in full to the Landlord. The monthly rent payments shall be payable beginning as of July 1st, 2010 and continuing on the first day of each month thereafter. Rent shall be paid at Landlord's above address or such other place as Landlord may designate in writing. It is the purpose and intent of Landlord and Tenant that this Lease, except as hereafter set forth, shall be absolutely net to Landlord and shall yield to the Landlord the Rent, as hereinabove provided. The rental amount due for any extension of the lease shall increase by Two(2%) percent to be paid in 12 equal monthly installments as set forth herein. In the event the Consumer Price Index

increases by more than Two (2%) percent for any One (1) year period of the lease, then the parties agree that on the extension date, the amount of the Rent shall be increased (but in no event decreased) by the percentage of any increase in the Index. Such increase shall be equal to the percentage increase as reflected in the last published Index in effect at the time of the adjustment. Landlord shall submit to Tenant a statement of any such adjustment to the Tenant before the effective date of the increase. In no event shall the increase exceed five percent (5%) for any Lease period.

The Tenant may terminate this lease agreement upon 2 months written notice to the Landlord and upon payment, or forfeiture, of 6 months rent as the price for buying out of this lease agreement.

4. USE AND OCCUPANCY.

Tenant shall use the Premises for the evaluation and treatment of patients or for any other purpose permitted under applicable zoning ordinances and restrictive covenants ("Tenant's Use"). Tenant shall not use the Premises or permit the Premises to be used for personal habitation or any unlawful purpose.

5. ALTERATIONS AND IMPROVEMENTS.

Tenant shall be entitled to change, alter, add, construct and other improvements on the Premises in order to render the Premises suitable for Tenant's intended use; provided, however, any such alteration, addition, construction, demolition, and rebuilding shall be done in compliance with applicable building codes, laws and ordinances and upon prior approval of the Landlord. Any improvements made to the property will inure to the benefit of the Lessor at the end of the lease and no reimbursement for expenses incurred or improvements made by the Lessee will be repaid to the Lessee. Lessor shall have the option, in his sole discretion, of requiring Lessee to return the property back to its original condition at the term of the lease or allowing it to remain as it is at the conclusion of the lease.

6. MAINTENANCE OF THE PREMISES.

A. During the Initial Term or any Renewal Term of this Lease, Tenant shall be responsible for all repairs, replacements and maintenance, ordinary as well as extraordinary, foresee and unforeseen, structural and otherwise.

B. Tenant shall keep the Premises in as good order and condition as when delivered to him, excepting ordinary wear and tear, and damage by fire, elements, or casualty.

C. Tenant shall keep the plumbing, lighting, and electrical equipment and systems located within the Premises in good repair.

D. Tenant shall keep and maintain the walkways, parking, and landscaped areas of the Premises, if any, in a clean, attractive, and acceptable condition.

7. TRADE FIXTURES AND SURRENDER OF PREMISES.

All trade fixtures, merchandise, supplies, and equipment owned by Tenant and installed in the Premises shall remain the property of Tenant and within five (5) days of the end of the Term or any final extension thereof or earlier termination of this Lease permitted under the terms and conditions contained herein, Tenant shall remove the same and peaceably yield up the Premises to Landlord in as good repair and condition as when delivered to it, excepting ordinary wear and tear, and damage by fire, elements, or casualty; provided, however, that Tenant shall repair any damage to the Premises caused by the removal of such property.

8. UTILITY EQUIPMENT AND SERVICE.

In addition to the rent described above, Tenant shall pay all charges for utility services including heat, air conditioning, water, sewer, electricity, gas, and telephones used on the Premises.

9. MECHANIC'S LIENS.

Any mechanic's lien filed against the Premises for work or materials furnished to either Landlord or Tenant shall be discharged by such respective party responsible therefor promptly and prior to the commencement of any legal action to perfect the same.

10. LANDLORD'S RIGHT OF INSPECTION.

Landlord, at reasonable times and frequency, shall have the right to enter the Premises to examine the same, to show them to prospective purchasers, mortgagees, lessees and to make such repairs, alterations, improvements or additions required hereunder, if any, without the same constituting an eviction of Tenant in whole or in part; provided, however, except in cases of emergency, Landlord shall notify Tenant at least two (2) days prior to such entry, and such entry shall be made with a minimum of interference to Tenant's business. Subject to the terms and provisions of Section 14A hereof, rent shall not abate while any repairs, alterations, improvements, or additions are being made, provided that Landlord shall proceed expeditiously with the same and without unreasonable interference or interruption to Tenant's use of the Premises.

11. PROPERTY TAXES.

In addition to the rent described in Section 3 above, Tenant shall be responsible for payment of property taxes, and shall promptly pay, or otherwise coordinate the payment when due of, all real estate taxes and special assessments lawfully levied against the Premises. Landlord will deliver to Tenant, promptly upon Landlord's receipt thereof, all tax bills relating to the Premises that are received by Landlord. Such payment shall be made by Tenant not later than thirty (30) days following the date on which Landlord provides Tenant with said tax bills. Tenant shall pay promptly all personal property taxes lawfully levied against personal property of any kind owned by Tenant upon or about the Premises.

12. LIABILITY INSURANCE.

A. Tenant shall be required to carry general liability insurance coverage on the Premises and on Tenant's operations with minimum limits as follows:

Bodily Injury	\$1,000,000.00 Single Limit
Property Damage	\$ 500,000.00

B. Said policy shall name Landlord as loss payee and contain a clause that the insurer will not cancel or change the insurance without first giving both parties prior written notice. Such insurance may be furnished by Tenant under a blanket policy or separate policy and shall be issued by a company licensed to do business in the State of South Carolina.

13. PREMISES INSURANCE.

Tenant shall carry fire and extended coverage insurance on all of the buildings and improvements on the Premises throughout the Term of this Lease. Such insurance shall be in the name of Landlord and Tenant and provide coverage in such amounts as are approved by Landlord in its reasonable discretion. In addition to rent described above, Tenant shall pay all premiums for such coverage within five (5) days after the same shall become due and will promptly deliver to the Landlord the policies of insurance and the receipts for such premiums. Provided, however, if the Tenant shall at any time fail to insure the Premises or keep the Premises insured as stated, the Landlord may do all things necessary to effect or maintain such insurance, and any moneys expended by Landlord for that purpose shall be paid by the Tenant on demand and may be recovered as rent in arrears. Said insurance shall insure against such hazards as are included in a standard extended coverage policy.

14. DAMAGES TO PREMISES.

A. In the event the Premises or any material portion thereof or any adjoining property shall be damaged by fire or other casualty during the Term hereof so as to render the Premises untenantable, Landlord shall promptly restore the same to their previous condition, and a just proportion of the rent, according to the extent to which the Premises are rendered untenantable, shall abate until the Premises shall have been restored and put in proper condition for use and occupancy by Tenant; provided, however, that if the damaged Premises cannot be made tenantable within one hundred (100) days after the occurrence of such damage, Tenant may terminate this Lease forthwith by written notice thereof delivered to Landlord not less than forty-five (45) days following the occurrence of such damage, and any rent paid in advance of such termination by Tenant shall forthwith be refunded to Tenant. If any authority having jurisdiction thereof shall determine that the Premises, or any building of which the Premises are a part, should be demolished and removed because of damage, this Lease shall terminate at the option of Tenant, and any rent paid in advance of such determination by Tenant shall be refunded to Tenant. If, during the term, any non-material portions of the Premises or the personalty or fixtures on it are destroyed or damaged in whole or in part by fire or other cause, Tenant, at its own cost and expense, shall cause the prompt repair and replacement of same.

B. Landlord and Tenant hereby release and discharge each other and any employee or representative of each from any liability whatsoever hereafter arising from loss, damage, or injury to any person or to the Premises caused by fire or other casualty for which insurance is required to be carried hereunder by the insured party at the time of such loss, damage, or injury to the extent of any recovery by the injured party under such insurance, provided such insurance permits a waiver of liability and subrogation rights.

15. BANKRUPTCY.

In the event the Premises or any rights therein shall be levied on by execution or other process of law by a creditor of either party, or if either party shall be adjudged bankrupt or insolvent, or if any receiver shall be appointed for the business and property of either party, or if any assignment shall be made of either party's property for the benefit of creditors, thereby diminishing any right or privilege granted by this Lease to the other party, then the other party may terminate this Lease forthwith.

16. WARRANTIES AND REPRESENTATIONS BY LANDLORD.

Landlord has good, marketable title to the Premises and any improvements located on the Premises and has the right to lease the Premises to Tenant without the

consent or approval of any other person or entity. Landlord further represents and warrants that this Lease represents the binding obligation of the Landlord in accordance with its terms and that the person executing this Lease on behalf of the Landlord is duly authorized to do so without the consent or approval of any other person or entity.

17. QUIET ENJOYMENT BY TENANT.

Landlord covenants that if Tenant performs all the terms, conditions, and covenants of this Lease to be performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises for Tenant's purposes for the Term without hindrance or interruption.

18. SUBORDINATION TO LANDLORD'S MORTGAGE AND ATTORNMENT.

Tenant, at Landlord's request, shall subordinate Tenant's interest hereunder in writing to any lien or mortgage now or hereafter placed on the Premises and to all advances made or hereafter to be made upon the security thereof, provided that such lienor or mortgagee shall agree in writing that Tenant's rights hereunder shall not be diminished in any way because of such lien or mortgage. In the event the Premises are sold by foreclosure or power of sale under any lien or mortgage of Landlord, Tenant, at the option and request of the purchaser, shall attorn to the purchaser and recognize such purchaser as the Landlord under this Lease, provided that Tenant's rights hereunder shall be acknowledged and agreed to in writing by such purchaser.

19. ASSIGNMENT AND SUBLEASING BY TENANT.

Tenant shall not have the right to assign, transfer, hypothecate, or mortgage this Lease or sublease the Premises, or any part thereof, without the consent of Landlord; provided, however, Tenant may, without Landlord's consent, assign or sublet the Premises to any affiliate of Tenant or any surviving corporation/entity resulting from merger, consolidation or reorganization.

20. HAZARDOUS MATERIALS.

Tenant shall not cause or permit any Hazardous Materials, as defined herein, to be used, stored, generated, or disposed of on, in, or about the Premises in violation of applicable environmental laws. If any part of the Premises becomes contaminated in any material manner by a Release of Hazardous Materials for which Tenant is legally liable, then Tenant shall indemnify and hold Landlord harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities and/or losses arising during or after the Term or any renewal term hereof and arising in connection with

25. ENTIRE AGREEMENT.

This Lease shall constitute the entire agreement of the parties hereto. Any prior agreement between the parties relating to the subject matter hereof, whether written or oral, is merged herein and shall be of no separate force and effect, and this Lease shall only be changed, modified, or discharged by agreement in writing signed by both parties hereto.

26. BENEFIT OF AGREEMENT.

The terms, conditions, and covenants contained in this Lease shall inure to the benefit of, and be binding upon, the parties hereto, their respective heirs, administrators, executors, representatives, successors and permitted assigns.

27. WAIVER.

The failure of either party to insist upon a strict performance of any of the terms, conditions, and covenants herein shall not be deemed to be a waiver of any right or remedies that either party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein except as may be expressly waived in writing.

28. SEVERABILITY/PARTIAL INVALIDITY.

If any provision of this Lease is held to be illegal, invalid, or unenforceable (the "Offending Provision"), the Offending Provision shall be fully severable; this Lease shall be construed and enforced as if the Offending Provision had never comprised a part of this Lease; and the remaining provisions of this Lease shall remain in full force and effect and shall not be affected by the Offending Provision or by its severance from this Lease. Furthermore, in lieu of the Offending Provision, there shall be added, automatically as a part of this Lease, a provision as similar in terms to the Offending Provision as may be possible, and be legal, valid and enforceable.

29. NO ADVERSE PRESUMPTION.

It is acknowledged that this Lease arose as the result of arms-length negotiations between the parties and that this Lease, although manually prepared by representatives of Tenant, was prepared with the advice, consent, recommendation and review of Landlord and Landlord's counsel, and is the product of input by all parties. As a result, any ambiguity or uncertainty is not to be construed against the party whose counsel prepared this Lease on the grounds that such party's representatives drafted this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement at
Camden, South Carolina, the day and year first above written.

WITNESSES:

LANDLORD:

SCENT Land Holdings, LLC

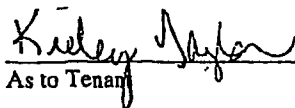


As to Landlord

By: Robert Puchalski, Manager

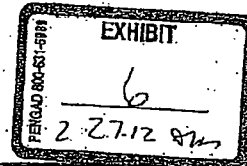
TENANT:

South Carolina ENT, Allergy and Sleep
Medicine, PA



As to Tenant

By: Robert Puchalski, President



Austin M. Sheheen

From: Austin M. Sheheen
Sent: Wednesday, May 21, 2008 11:08 AM
To: Robert Puchalski
Subject: Tax Projection

Hi Bob:

Thanks for the meeting yesterday. I think we made some progress on the issues and I hope to put in writing a suggested process for going forward for your consideration when I finish the work for this year. It will give us a roadmap to navigate by and allow us to better serve you and ENT as the company continues to grow and add owners.

This is the synopsis of what we talked about last night on taxes paid by you and saved by Dr. Dyce—

	Puchalski	Dyce	Total
K-1 Income	2,272,113	108,202	2,380,315
1/2 to each	1,190,158	1,190,158	2,380,315
Tax to each			
Federal	380,850	380,850	
SC	83,311	83,311	
Total	464,161	464,161	
Dyce pays Puchalski for Practice Buy In		1,190,158	
Puchalski pays as sale of Capital Asset			
Federal at 15%	178,523		
SC At 4%	47,606		
Total Paid on Sale	226,129		
Total by Both Partners			
Puchalski	464,161		
	226,129		
Total by Puchalski	690,290		
Total by Dyce		464,161	
Total paid by both	1,154,451		
Total Paid on basis of method used.		Paid by Puchalski	Fed Tax
727,076		2,272,113	
		SC	159,048
		886,124	
		Paid if other procedure used	
690,290			

Puchalski

195,834

Excess paid by

Savings by Dyce

464,161

Barbara Y. Myers

From: Robert Puchalski [RPuchalski@southcarolinaent.com]
Sent: Wednesday, June 17, 2009 10:43 PM
To: Barbara Y. Myers; Theresa Williams
Cc: Austin M. Sheheen; Dr Dyce
Subject: RE: Categorizing
Attachments: Robert Puchalski-VCARD.vcf

Theresa:

When Dr. Dyce was "buying in," I was assuming the full tax liability on purchased assets such as this until he received his certificate. Since Dr. G is in the same boat at this time, I think it would be fair to have Dr. Dyce and I assume this tax liability exclusive of him. Unless we hear an objection from Dr. Dyce, please proceed accordingly.

Robert Puchalski, MD, FAOA
Managing Shareholder
South Carolina ENT, Allergy & Sleep Medicine
AAO-HNS Delegate, American Medical Association
www.SouthCarolinaENT.com



From: Barbara Y. Myers [mailto:BMyers@shgcpa.com]
Sent: Wednesday, June 17, 2009 10:15 AM
To: Theresa Williams
Cc: Austin M. Sheheen; Robert Puchalski
Subject: RE: Categorizing

Since the three doctors own this, split the expense 1/3 each to their K-1 distribution.

From: Theresa Williams [mailto:twilliams@southcarolinaent.com]
Sent: Wednesday, June 17, 2009 9:47 AM
To: Barbara Y. Myers
Subject: RE:

SCENT Land Holdings

From: Barbara Y. Myers [mailto:BMyers@shgcpa.com]
Sent: Wednesday, June 17, 2009 9:30 AM
To: Theresa Williams
Subject: RE:

Who owns the land?

1.

PLAINTIFF EXHIBIT 27

SCENT LAND HOLDINGS, LLC 1165 HWY 1 SOUTH LUGOFF, SC 29078 BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	FIRST PALMETTO SAVINGS BANK, FSB 407 DEKALB STREET PO BOX 861 CAMDEN, SC 29020 LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	Loan Number <u> </u> Date <u>10-07-2008</u> Maturity Date <u>02-01-2009</u> Loan Amount \$ <u>1,094,328.16</u> Renewal Of <u> </u>
--	--	--

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of ONE MILLION NINETY FOUR THOUSAND THREE HUNDRED TWENTY EIGHT AND 16/100 Dollars \$ 1,094,328.16

☐ Single Advance: I will receive all of this principal sum on . No additional advances are contemplated under this note.

☒ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On I will receive the amount of \$ and future principal advances are contemplated.

Conditions: The conditions for future advances are PROCEEDS TO BE ADVANCED AS AUTHORIZED BY FIRST PALMETTO SAVINGS BANK, FSB

☐ Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on

☒ Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from 10-07-2008 at the rate of 6.000% per year until 02-01-2009

☐ Variable Rate: This rate may then change as stated below.

☐ Index Rate: The future rate will be the following index rate:

☐ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ Frequency and Timing: The rate on this note may change as often as . A change in the interest rate will take effect

☐ Limitations: During the term of this loan, the applicable annual interest rate will not be more than % or less than %. The rate may not change more than % each

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

☐

ACCRUAL METHOD: Interest will be calculated on a ACTUAL/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to

☒ LATE CHARGE: If a payment is not made within 10 days after it is due, I agree to pay a late charge of 5.000% OF THE PAYMENT AMOUNT

☒ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above:

PAYMENTS: I agree to pay this note as follows:

INTEREST ON THE AMOUNT OF CREDIT OUTSTANDING DUE AT MATURITY AND PRINCIPAL DUE ON 02-01-2009.

ADDITIONAL TERMS:

☒ SECURITY: This note is separately secured by (describe separate document by type and date): MORTGAGE DATED 10-07-2008 & ASSIGNMENT OF LEASES AND RENTS

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

Signature for Lender

WALTER LONG, VICE PRESIDENT

PURPOSE: The purpose of this loan is CONSTRUCTION OF OFFICE BUILDING IN HARTSVILLE, SC

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

SCENT LAND HOLDINGS, LLC

ROBERT BUCHANAN, MANAGER

ORVILLE DYCE, MANAGER

GUARANTY

CAMDEN

(City)

SOUTH CAROLINA

(State)

OCTOBER 07, 2008

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce FIRST PALMETTO SAVINGS BANK, FSB (herein, with its participants, successors and assigns, called "Lender"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of SCENT LAND HOLDINGS, LLC

(herein called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this ☐ is checked, the Undersigned guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: _____

and any extensions,

renewals or replacements thereof (hereinafter referred to as the "Indebtedness").

B. If this ☒ is checked, the Undersigned guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness"). Without limitation, this guaranty includes the following described debt(s): _____

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except full payment and discharge of all Indebtedness, shall in any way exonerate the Undersigned or modify, reduce, limit or release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the Undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the Lender, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the Lender, or as to any renewals, extensions and refinancings thereof. If there be more than one Undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the Undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or revoke this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith pay to the Lender, the full amount of all Indebtedness, whether due and payable or unmatured. If the Undersigned voluntarily commences or there is commenced involuntarily against the Undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the Undersigned hereunder shall be limited to a principal amount of \$ UNLIMITED (if unlimited or if no amount is stated, the Undersigned shall be liable for all Indebtedness, without any limitation as to amount), plus accrued interest thereon and all other costs, fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the Indebtedness, and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Undersigned hereunder. The Lender may apply any sums received by or available to Lender on account of the Indebtedness from Borrower or any other person (except the Undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2, all of which are made a part hereof.

This guaranty is ☒ unsecured; ☐ secured by a mortgage or security agreement dated _____;
☐ secured by _____

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first above written.

ORVILLE DYCE

"Undersigned" shall refer to all persons who sign this guaranty, severally and jointly.

Transcription of 3/10/2010 Meeting
of South Carolina ENT, Allergy & Sleep Medicine

Bob: Everybody okay with the minutes?

Orville: Yup.

Bob: ____ in there?

Orville: Yes. [Inaudible].

Bob: So we will move to approve the minutes. All those in favor aye. The vote is unanimous. You know, as we're doing this and since you're recording, one other thing that we should do just formally is a good idea is, ah, I'd like to go ahead and officially make Theresa the secretary.

Orville: One thing though about this I approve one, um, just the purchase of one system not all systems. That doesn't distinguish, the way that is written for a system of purchase ____, alright.

Bob: I don't recall the number that we have. We have one that is a loner system.

Orville: Yeah.

Bob: And, so I'm not sure...

Orville: No I remember because you wanted to get two and I said why don't you get one. [Inaudible] ____ clarify ____ was back and forth a system purchase _____. We wanted to get the setup for both rooms and I said no.

Bob: Okay. Um, well we'll have to look into that to see how many purchased, then we'll have to look at that, but we will amend those minutes. So if that's the case I don't have a clear recollection of that. Did you get a copy of these minutes earlier in the month?

Orville: Um, not this, but I got a copy of the ones that she wrote. I didn't get this actually either.

Bob: Okay, well we'll try to send out a copy then.

Theresa: [Inaudible].

Bob: Well, what I would like to do is the second motion here, is to ratify Theresa Williams as our secretary for our Company, for recording the minutes, and for

SCENT 0662

holding the minutes and to approve any and all previous actions that she has had as a secretary for the Company. All those in favor.

Orville: [inaudible] Aye, yes.

Bob: Aye. It is a unanimous aye, Ms. Williams. Okay. Um, next, is to go ahead and move to current issues facing on the Company. As I think about this issue and the topic in it - Barbara I'm wondering, would you be willing to kindly step out of the room and give us some time. Perhaps we could find a nice place for you...

Barbara: That's fine.

Bob: ...to have a seat and I don't know how long it'll take but its, its important and...

Barbara: Okay.

Bob: ...I think it needs, given Dr. Dyce's time constraints, I don't think we need to bring it up beforehand.

Barbara: Okay.

Bob: That would be great.

Barbara: Okay. All right.

Theresa: Thank you, Barbara. You know how to use the phone? [Inaudible].

Bob: So, um, current issues facing the company, um, after last Wednesday, um, I've given our current situation as much thought as I can, and I've come to the conclusion that I don't know how it got to this point at all. But it's gotten to this point now we're seized in SC ENT and we're seized in Land Holdings and so much of my thoughts and my energy and this practice's thoughts and energy are being devoted to just try to maintain operations. It seems like you and I can't agree on paying off debt, or malpractice insurance, or even confidentiality and I'm concerned obviously that issues like our ASC building, Gunnlaugsson's partnership are totally—I don't see them coming close to getting brought back up. And so as these projects continue to deteriorate and as our Company is stalled and not able to operate, and as the building kind of just sits there, um, I guess in a sense that we're at a complete impasse and I'm sure you feel the same way. But anything I ask, even when I ask your opinion on something, it's, it's always going up to your attorneys. You know, I've got to check with Bruce or I've got to check with that group on anything that can happen. And so it seems like we are completely reached an impasse as a team. In my opinion, I get the sense that Bruce and those attorneys that you have in Philadelphia are playing games to try to, for whatever reason, just any—for whatever reason they're doing it, they seem like they're playing games. They're not allowing us to kind

of get our usual work done and that's kind of what my assessment is on what's going on. And I think that I would like to suggest that we get this figured out and that we consider doing something even, even mediation, even nonbinding mediation just so we can get somebody independent to try to see if we can get this worked out or not. And, ah, I'd like you to consider that. But there is no way that doing that or doing anything else is going to be able to address the current issues that we have here and the fact that the reputation of the practice, the reputation of SCENT Land Holdings and the individuals that are in it continues to erode with everybody— whether it be hospitals on these projects, subcontractors on the building, contractors on the building and everything else, and so something has to be done. And we—as the managing shareholder for the Company I have passed a resolution last Wednesday and a Consent that I'm going to give you to read that allows us an opportunity to resolve this. And what this consent is, and I'll let you read it, is a consent for the termination of your contract. And what I do by giving that to you in the presence of our secretary is ratifying that we're doing that. I would like to go into executive session to discuss this with you, but before I do that I want to pass one other resolution in the presence of the secretary. And that is that I would like to resolve that SC ENT, the practice, do absolutely everything that it can and use its resources to ensure that—to help SCENT Land Holdings ensure that the building that SCENT Land Holding has purchased and is building for SC ENT, be completed and move forward. And I use that as a singular for ratification and a vote for your recording please. And so at this point, I'd like to go ahead and move to executive session, please, and I ask both of you guys...

Orville: What exactly does this mean, Ed?

Ed: That means you're terminated as far as your employment and that's the resolution under the Shareholders Agreement. And what I would say to you and I think what Bob is saying to you, if I could, I'd just make a quick comment - the situation that exists now is a destructive situation and it's going to either result in the practice being managed or y'all ultimately separating. And you have all the same options today in terms of and, I think Bob is going to explain this, I think his choice is to use the next 60 days—you have 60 days of employment left. You use those 60 days if you desire to try to reach agreements to get a, a professional recommendation would be to get a good professional mediator, and use those 60 days to reach an agreement and that this could be rescinded if y'all reach an agreement. If you're unable to reach an agreement, you can use those 60 days to decide on how you're going to separate if y'all want to separate. You have all your other legal rights as well and all your other avenues to legal action, if that is what you choose to do. The only thing this does is it puts an end point 60 days and it stops the process that's occurring now. It's not about you as a person, it's not about you as a professional, it's a, it's a response to a process [inaudible]. [Inaudible] I've invaded your discussion but...

Bob: I think at this point I'd like to informally talk with Dr. Dyce and I call the meeting adjourned.

Orville: Can I ask you [inaudible] my attorney.

[end of dictation]

- Doc# 6154377.1 -

UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING OF
THE SHAREHOLDERS OF
SOUTH CAROLINA ENT, ALLERGY AND SLEEP MEDICINE, P.A.

Date: 5/8/10

Pursuant to the South Carolina Business Corporation Act of 1988, as amended (the "Act"), the undersigned, being all of the Shareholders of South Carolina ENT, Allergy and Sleep Medicine, P.A., a South Carolina corporation (the "Corporation"), by execution hereof do hereby (i) consent to and adopt the following resolutions as of the date hereof, which resolutions shall have the same force and effect as if adopted by unanimous affirmative vote at a meeting of the Shareholders of the Corporation duly called and held, (ii) waive all requirements of notice, and (iii) direct that this consent be filed with the minutes of the proceedings of the Corporation.

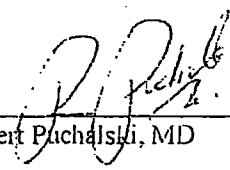
WHEREAS,

Dr. Dyce was issued a corporate directive in writing requiring him to comply with confidentiality provisions of his two contracts

Dr. Dyce shared numerous pieces of information regarding a proposed contract to other non-shareholder physicians of SCENT to further his own personal position.

That Dr. Dyce is hereby terminated for cause effective immediately.

FURTHER RESOLVED,


Robert Puchalski, MD

From: Robert Puchalski <RPuchalski@southcarolinaent.com>
 To: orville dyce <odyce@yahoo.com>
 Sent: Tue, June 8, 2010 6:49:09 AM
 Subject: Re: Getting together

Need to start OR on time or early. Could we meet in Camden? Could also meet this evening or tomorrow evening in Hartsville.

Sent from my iPhone
 Robert Puchalski, MD

On Jun 7, 2010, at 10:15 PM, "orville dyce" <odyce@yahoo.com> wrote:

why dont we meet at 6 or 630am Wed in Hartsville.

From: Robert Puchalski <RPuchalski@southcarolinaent.com>
 To: orville dyce <odyce@yahoo.com>
 Sent: Mon, June 7, 2010 6:06:58 PM
 Subject: Re: Getting together

Thank you for accepting my invitation to meet. I could find an hour in the am schedule tomorrow if you could meet at WWMC. I could also meet tomorrow night anywhere or before KH OR Wednesday am. What works for you?

Sent from my iPhone
 Robert Puchalski, MD

On Jun 7, 2010, at 3:45 PM, "orville dyce" <odyce@yahoo.com> wrote:

I am in town briefly this week and can meet Tues or Wed am.

From: Robert Puchalski <RPuchalski@southcarolinaent.com>
 To: orville dyce <odyce@yahoo.com>
 Sent: Fri, June 4, 2010 5:46:25 PM
 Subject: Re: Getting together

OD:

I would like to speak to you about coming back to SCENT. I'm swallowing my pride, checking my ego at the door, and asking as nicely as I can. If you don't want to get together or reconcile please just say so.

If you are serious about coming back, I'll be back in town Sunday night and would welcome a meeting next week. I am also available by cell before then. I am heartened by the fact that we're communicating again, even if it is only by email.

Sent from my iPhone
 Robert Puchalski, MD

On Jun 4, 2010, at 1:31 PM, "orville dyce" <odyce@yahoo.com> wrote:

Why? Do you have information for me?

From: Robert Puchalski <RPuchalski@southcarolinaent.com>
To: orville dyce <odyce@yahoo.com>
Sent: Fri, June 4, 2010 10:52:20 AM
Subject: Getting together

When are you returning?

Sent from my iPhone
Robert Puchalski, MD

Transition Time Line**Effective Immediately:**

Dr. Dyce will immediately transition out of the following responsibilities which will be assumed by the Managing Shareholder of SCENT:

- o CT Technical Director
- o OSHA Compliance Officer
- o SCENT Compliance Officer

Dr. Dyce will report to the Secretary of SCENT, Theresa Williams, any unresolved issues by the close of business on March 31, 2010.

No follow up patients are to be scheduled for follow up appointment after April 22 without Dr. Dyce alerting the patient that they will be seen by another Provider in SCENT.

Dr. Dyce will not operate on any patient during the transition period unless he is comfortable with the patient being followed by another SCENT Provider in the post operative period, or he has made other arrangements consistent with his contractual obligations.

Dr. Dyce will complete and sign off on all of his open AllMeds charts.

Dr. Dyce will provide SCENT with up-to-date charges for inpatient services (ie: hospital rounds, surgeries).

March 31, 2010 through April 2, 2010:

Dr. Dyce has scheduled time off.

April 6, 2010 (7AM)

SCENT Board Meeting. Dr. Dyce may be invited to attend in a non-voting capacity to coordinate any transition plans.

April 14, 2010:

Dr. Dyce will participate with SCENT leadership in notifying staff of the transition plan details.

Dr. Dyce will cooperate in speaking with Carolina Pines Regional Medical Center administration about the need for his OR time on Monday to transfer to a designated SCENT physician after April 26, 2010.

All communications to SCENT patients concerning Dr. Dyce's departure from SCENT will be pre-approved by SCENT. Dr. Dyce will cooperate in all approved communications to SCENT patients informing the patients of Dr. Dyce's departure and the transition of their care to other SCENT physicians.

SCENT will alert patients regarding Dr. Dyce's transition by posting a letter at the front desk of each SCENT location. In addition, patients booked after April 23, 2010, will be notified that another SCENT Provider will be available to care for their medical needs at their future appointment.

April 16, 2010 through April 18, 2010:

Dr. Dyce has weekend call. This is in addition to the weekday call responsibility he will have until April 26, 2010.

April 22, 2010:

This will be the last day of scheduled patients for Dr. Dyce.

April 23, 2010:

Dr. Dyce has a scheduled day off. Since the coding course is cancelled, Dr. Dyce can use the time to help with his transition.

April 26, 2010:

No patients may be scheduled beyond this date in the OR. This is the last OR date for Dr. Dyce during the transition period.

April 27, 2010:

Dr. Dyce will submit all hospital rounds, office charges and surgery charges. Dr Dyce will complete all clinical and administrative documentation that is required by the end of this date.

Dr. Dyce will vacate his office and return all SCENT property in his possession including keys, pager, phone, badges and laptop. All SCENT email and software access will be restricted at the conclusion of this day.

The practice hopes to schedule a farewell event for Dr. Dyce after Dr. Vidrine and Ms. Tetterton finish clinic at the Hartsville office.

May 9, 2010:

This will be the last pay day for Dr. Dyce during the transition period.

Gus Dixon

From: Ed White
Sent: Tuesday, March 02, 2010 9:02 AM
To: Gus Dixon
Subject: [REDACTED]
Attachments: [REDACTED] (redacted)
[REDACTED]

From: Robert Puchalski [mailto:rpuchalski@southcarolinaent.com]
Sent: Monday, March 01, 2010 10:07 PM
To: Dr Dyce; curleyjamie@hotmail.com; 'Amy Puchalski'
Cc: Theresa Williams
Subject: FW: SC ENT Lugoff invoice

This is what is owed to Charlie Lucas by SCENT Land Holdings to date (365 K). I am again pleading with you to please have Jamie sign the acceptance form for SCENT land Holdings financial data tonight (sent in previous email) or via fax tomorrow; submit it to Theresa tomorrow; confidentially take the SCENT Land Holdings financial data with you tomorrow (not a lot of transactions); review the financial data and the closing documents tomorrow, overnight, and throughout the day Wednesday; review it with Bruce; feel comfortable with it; and close on the building this Wednesday at 4 PM. This is the fourth scheduled closing. Please, I plead with all of you, for the sake of the building, to put aside other issues and act in the best interest of the corporation. I am begging you.

Manager
SCENT Land Holdings, LLC

From: Charlie Lucas [mailto:LucasBuilt@sc.rr.com]
Sent: Monday, March 01, 2010 7:08 PM
To: Theresa Williams; Walter Long
Cc: Robert Puchalski
Subject: SC ENT Lugoff invoice

Please call me if you have any questions.
SCENT 2117

3/2/2010
3228

Theresa Williams

From: Theresa Williams
Sent: Thursday, March 11, 2010 11:57 AM
To: jamie curley; alpuchalski@gmail.com
Cc: Robert Puchalski; Ed White
Subject: NOTICE OF SPECIAL MEETING OF THE MEMBERS03052010
Attachments: NOTICE OF SPECIAL MEETING OF THE MEMBERS03052010.docx
Importance: High

Please see the attached special meeting notice. Thanks, Theresa

SCENT 2110

**NOTICE OF SPECIAL MEETING OF THE MEMBERS
OF
SCENT LAND HOLDINGS, LLC**

A Special Meeting of the Members of SCENT Land Holdings, LLC (the "Company") will be held on Friday, March 12, 2010 by teleconference, at 10:00am. The dial in number for the meeting is 888-543-4442, passcode 803-255-9559.

It is expected that the following items will be discussed and that action, if deemed appropriate, will be taken with respect to them:

1. Status of the building being constructed on Hwy. 601, Lugoff, SC.
2. The Mechanics Lien on the building and the situation that exists where the contractor and his subcontractors have not been paid for their work and have communicated to the Company that they are in a negative cash flow position as a result of their work on the building.
3. Damage to the contractor, the subcontractors and the Company if the contractor remains unpaid.
4. A capital call and other steps to finance and complete the building.

Date: March 11, 2010
Lugoff, South Carolina

Robert Puchalski, M.D.
Manager
SCENT Land Holdings, LLC

.ie

----- Original Message -----

From: Robert PuchalskiTo: Charlie LucasCc: Theresa Williams ; Ed White

Sent: Tuesday, March 16, 2010 7:21 PM

Subject: SCENT Land Holdings

Charlie:

SCENT Land Holdings, LLC has approved a mandatory capital call from its members to complete the construction of the building. We hope the money to complete the project will be available in approximately six weeks. The Company is still going to push for a closing on permanent financing prior to that time, but we cannot guarantee the closing will occur prior to the six week period. In the meantime, SCENT Land Holdings, LLC will attempt to secure short term financing from non-bank sources to meet the financial commitment we currently have with you.

We have not had any issues with your work and appreciate all your patience over the last few months. SCENT Land Holdings, LLC intends to honor its financial commitments to you and, on behalf of the Company, I want to apologize for the delays in the closing of the permanent loan. SCENT Land Holdings is not experiencing any difficulty getting a loan due to financial reasons. Quite the contrary, First Palmetto Bank has been prepared to close on the property on multiple occasions. The holdup is that SCENT Landholdings, LLC is working through some internal issues that have hindered the closing.

Robert Puchalski, MD
Manager
SCENT Land Holdings, LLC

Theresa Williams

From: Theresa Williams
Sent: Wednesday, March 17, 2010 9:10 AM
To: 'alpuchalski@gmail.com'; 'jamie curley'
Cc: Robert Puchalski
Subject: SCENT Land Holdings, LLC
Attachments: Wiring Instructions.doc

Importance: High

Tracking: Recipient
'alpuchalski@gmail.com'
'jamie curley'
Robert Puchalski

Delivery

Delivered: 3/17/2010 9:10 AM

Please allow this email to serve as notice of the mandatory two-stage capital call of the Members of SCENT Land Holdings, LLC (the "Company") as approved at the March 12, 2010 Member meeting held by teleconference. As approved, each Member will need to immediately contribute \$170,000 to the Company and then a second payment by each Member of \$465,000 will be due by April 19, 2010.

Recognizing that the Members will need to make arrangements to make the first contribution that is immediately due we would suggest that each of you make your first contribution in the next 10 days. As was relayed in the meeting, the Company's builder is owed this amount and we need to be prompt in getting him paid.

SOUTH CAROLINA
DEPARTMENT OF EMPLOYMENT AND WORKFORCE

DECISION OF APPEAL TRIBUNAL

Hearing Date: August 17, 2010

ORVILLE H. DYCE
401 WOODLAND DR.
HARTSVILLE, SC 29550

CLAIMANT

SOUTH CAROLINA ENT ALLERGY & SLP
15 EXCHANGE DR.
LUGOFF, SC 29078

EMPLOYER

APPELLANT: Employer

SS NO: 083-64-2427

APPEARANCES

FOR THE
CLAIMANT

Present

FOR THE One witness

EMPLOYER: w/ attorney

FINDINGS OF FACT

The issue in this case is whether the claimant was discharged for "cause."

The employer appealed the determination mailed July 8, 2010, which held the claimant eligible to receive benefits effective May 2, 2010, upon a finding the claimant was discharged without cause.

The claimant worked from March 1, 2005, to May 9, 2010, with the subject employer, most recently as a physician. The claimant was a fifty per cent shareholder in subject business. The business was expanding and a new office building was being constructed in Lugoff, South Carolina. Construction stalled, and the securing of a business loan was required to continue the project. The managing shareholder asked the claimant to co sign for the loan, and to attend closings. The claimant declined to co sign or participate in closings because he had reason to question the employer's financial strength and did not want to be held accountable on any default of the loan necessary for continuation of the building project. The claimant, through his attorney, requested full disclosure of financial records, and contends he did not receive everything he had requested, and therefore, was uncomfortable in requesting the loan. The employer contends all necessary financial records were disclosed to the best of its belief.

The claimant was discharged because his refusal to be cooperative in the aforementioned actions, caused a delay in construction, and a subsequent adverse impact to the employer's reputation in the small community the proposed office would serve.

The claimant does not believe he has violated any employer policy or otherwise shown any disregard for the employer's interests.

The employer has made an offer of employment to the claimant. This was not at issue in this hearing, however, the employer's request that the offer be adjudicated was facilitated by the hearing officer at the close of the hearing, and an adjudication should be forthcoming.

REASONS

South Carolina Code provides in §41-35-120(2) for a disqualification of from five (5) to twenty-six (26) week with a corresponding monetary reduction, if the Agency finds the claimant was discharged for "cause connected with the most recent bona fide employment.

"Cause" includes, but is not limited to, a violation of the employer's reasonable rules or regulations, or disregard for the standards of behavior that an employer has a right to expect of an employee.

In this case, the employer has not met the burden of proof. The claimant's decision not to sign for the loan attend closings was based on his educated belief that the subject business might not be healthy enough financially to pay back the loan. There is some uncertainty as to whether claimant was provided sufficient financial evidence that the loan should be sought and that the employer could repay it. The claimant would have been partly responsible for its repayment. There is no clear evidence the claimant did anything wrong or failed to do something he was obligated to do, in bringing about his discharge. The initial determination is correct and should be affirmed, as claimant was discharged without cause.

DECISION

The Tribunal hereby holds the claimant eligible to receive benefits effective May 2, 2010, upon a finding the claimant was discharged without cause. This decision affirms the determination mailed July 8, 2010.

This will be the final decision of the Agency, unless you file an appeal to the Appellate Panel setting forth in detail the grounds for appeal within ten (10) calendar days, including weekends and holidays, from the mailing date of this decision. If the tenth day falls on a Saturday, Sunday or holiday, the appeal period is extended to the next business day. Your appeal may be filed in person at any Workforce Center, or by mail, addressed to "Appellate Panel," Post Office Box 995, Columbia, South Carolina 29202. For additional information or assistance in filing an appeal, contact your local Workforce Center.

Thomas T. Medlock, Jr.

Thomas T. Medlock, Jr.
Administrative Hearing Officer

TIME: sph
Decision Mailed: August 20, 2010
Mailed on the above Date By: *SM*

Orville H. Dyce, M.D.
401 Woodland Drive
Hartsville, SC 29550

Dear Orville:

As previously discussed, and in accordance with Regulation 47-23, Offers of Work, of the South Carolina Code of Regulations, this letter confirms the offer by South Carolina ENT, Allergy and Sleep Medicine, P.A. ("SCENT"), to employ you as a physician on an at-will basis as follows:

1. You would be an at-will employee of SCENT, working as a physician for SCENT.
2. You would be paid commiserate with what you were being paid prior to your previous termination.
3. Your hours and other conditions of employment, such as call, would be commiserate with what they were prior to your previous termination, subject to our mutually agreeing upon any modifications requested by you.
4. You would begin work as soon as possible. You and I would discuss the specific details of your return to the practice. I will be glad to discuss with you reports and other processes we can implement to ensure you are receiving any requested information and having appropriate input.
5. The parties mutually agree that your being re-employed as an at-will employee will have no impact, and will not be used by either party to try and impact, the consequences of your previous termination of employment on your status as a shareholder. These are issues that we can address after you return to work.

Orville, SCENT would very much like for you to return to work and believe that your talent and skills are far too valuable for you to be collecting unemployment benefits. SCENT and I are very hopeful that you will accept this offer of employment.

If you would like to accept this offer, please sign below where indicated, and we can discuss the specific details of your return to the practice. This offer of employment will expire at the end of the day on August 31, 2010.

Sincerely,

Robert Puchalski, M.D.
President

Accepted and agreed:

Orville H. Dyce, M.D.

~#4813-8439-4758 v.1~

DYCE/SCENT 115

Rollover Minutes Expired (*)

Current Rollover Balance

(*) Unused Package Minutes Expire After 12 Billing Periods

Call Detail

803-447-4095

User Name : CHAD GUNNLAUGSSON

Rate Code: RM90=900 Rollover Min, MME0=Unlimited Expt M2M, UNW9=Unlimited N&W

Rate Period (PD): DT=Daytime, NW=Nwknd

Feature: M2MC=Expanded Mobile To Mobile

Item	Day	Date	Time	Number Called	Call To	Rate Min	Rate Code	Rate Pd	Feature	Airtime Charge	LD/Add'l Charge	Total Charge
1	THU	04/29/2010	11:36AM	803-420-4859	CAMDEN SC	1	MME0	DT	M2MC	0.00	0.00	0.00
2	THU	04/29/2010	11:53AM	803-420-4859	INCOMING CL	5	MME0	DT	M2MC	0.00	0.00	0.00
3	THU	04/29/2010	12:10PM	803-254-3300	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
4	THU	04/29/2010	12:17PM	843-498-8571	FLORENCE SC	7	MME0	DT	M2MC	0.00	0.00	0.00
5	THU	04/29/2010	12:54PM	843-498-8571	FLORENCE SC	1	MME0	DT	M2MC	0.00	0.00	0.00
6	THU	04/29/2010	1:06PM	843-339-4565	INCOMING CL	1	RM90	DT		0.00	0.00	0.00
7	THU	04/29/2010	1:24PM	843-339-4566	INCOMING CL	1	RM90	DT		0.00	0.00	0.00
8	THU	04/29/2010	1:28PM	843-339-4566	HARTSVILL SC	17	RM90	DT		0.00	0.00	0.00
9	THU	04/29/2010	1:44PM	843-339-4566	HARTSVILL SC	2	RM90	DT		0.00	0.00	0.00
10	THU	04/29/2010	2:55PM	803-401-4284	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
11	THU	04/29/2010	3:11PM	803-401-4284	INCOMING CL	4	RM90	DT		0.00	0.00	0.00
12	THU	04/29/2010	3:15PM	803-461-8701	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
13	THU	04/29/2010	7:26PM	803-361-1968	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
14	FRI	04/30/2010	10:57AM	803-420-4859	INCOMING CL	2	MME0	DT	M2MC	0.00	0.00	0.00
15	FRI	04/30/2010	12:30PM	803-622-2089	COLUMBIA SC	14	RM90	DT		0.00	0.00	0.00
16	FRI	04/30/2010	1:31PM	803-361-1968	INCOMING CL	5	RM90	DT		0.00	0.00	0.00
17	FRI	04/30/2010	2:13PM	803-254-3300	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
18	FRI	04/30/2010	2:25PM	800-855-3103	INCOMING CL	1	RM90	DT		0.00	0.00	0.00
19	FRI	04/30/2010	3:51PM	803-713-6183	CAMDEN SC	3	RM90	DT		0.00	0.00	0.00
20	FRI	04/30/2010	4:20PM	803-420-4859	INCOMING CL	3	MME0	DT	M2MC	0.00	0.00	0.00
21	FRI	04/30/2010	4:23PM	803-420-4859	CAMDEN SC	1	MME0	DT	M2MC	0.00	0.00	0.00
22	FRI	04/30/2010	4:23PM	803-420-4859	INCOMING CL	3	MME0	DT	M2MC	0.00	0.00	0.00
23	FRI	04/30/2010	5:19PM	803-254-3300	INCOMING CL	1	RM90	DT		0.00	0.00	0.00
24	FRI	04/30/2010	5:23PM	803-254-3300	COLUMBIA SC	91	RM90	DT		0.00	0.00	0.00
25	SAT	05/01/2010	11:51AM	843-472-8010	FLORENCE SC	1	MME0	NW	M2MC	0.00	0.00	0.00
26	SAT	05/01/2010	1:29PM	803-432-4311	CAMDEN SC	1	UNW9	NW		0.00	0.00	0.00
27	SAT	05/01/2010	1:37PM	336-878-4188	WINSTN SA NC	2	MME0	NW	M2MC	0.00	0.00	0.00
28	SAT	05/01/2010	1:39PM	803-420-4859	CAMDEN SC	1	MME0	NW	M2MC	0.00	0.00	0.00
29	SAT	05/01/2010	4:10PM	843-472-8010	INCOMING CL	11	MME0	NW	M2MC	0.00	0.00	0.00
30	SAT	05/01/2010	7:26PM	920-743-3128	STURGENBA WI	9	UNW9	NW		0.00	0.00	0.00
31	SUN	05/02/2010	6:56PM	803-622-2089	COLUMBIA SC	2	UNW9	NW		0.00	0.00	0.00
32	SUN	05/02/2010	7:00PM	803-622-2089	INCOMING CL	12	UNW9	NW		0.00	0.00	0.00
33	SUN	05/02/2010	8:12PM	843-472-8010	FLORENCE SC	1	MME0	NW	M2MC	0.00	0.00	0.00
34	SUN	05/02/2010	8:14PM	843-472-8010	INCOMING CL	27	MME0	NW	M2MC	0.00	0.00	0.00
Totals						239				0.00	0.00	0.00

Data Detail

803-447-4095

User Name : CHAD GUNNLAUGSSON

Rate Code: MSG6=IPHONE MSG 1500, CMB1=Data Unlimited

Rate Period (PD): AT=Anytime

Feature: SMH=IMB SMS \$0.05, GPRR=GPRS \$0.00 rate APN002

Item	Day	Date	Time	To/From	Type	Msg/KB	Rate Code	Rate Pd	Feature	In/Out	Total Charge
1	THU	04/29/2010	12:16PM	803-420-4859	MTM TEXT MESSAGE	1	MSG6	AT	SMH	Out	0.00
2	THU	04/29/2010	12:17PM	803-420-4859	MTM TEXT MESSAGE	1	MSG6	AT	SMH	In	0.00
3	THU	04/29/2010	6:08PM	205-529-5449	MTM TEXT MESSAGE	1	MSG6	AT	SMH	In	0.00

4 THU	04/29/2010	7:29PM	205-529-5449	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
5 FRI	04/30/2010	10:18AM	803-822-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
6 FRI	04/30/2010	10:42AM	803-822-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
7 FRI	04/30/2010	10:44AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
8 FRI	04/30/2010	10:44AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
9 FRI	04/30/2010	6:34PM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
10 SAT	05/01/2010	12:33PM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
11 SAT	05/01/2010	1:26PM	803-822-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
12 SAT	05/01/2010	2:15PM	803-822-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
13 SAT	05/01/2010	2:16PM	803-822-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
14 SUN	05/02/2010	11:06AM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
15 SUN	05/02/2010	11:06AM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
16 SUN	05/02/2010	11:07AM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
17 SUN	05/02/2010	11:07AM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
18 SUN	05/02/2010	11:07AM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
19 SUN	05/02/2010	11:07AM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
20 SUN	05/02/2010	12:05PM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
21 SUN	05/02/2010	12:06PM	803-822-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
22 SUN	05/02/2010	12:16PM	803-822-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
23 SUN	05/02/2010	12:37PM	803-822-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
24 SUN	05/02/2010	4:51PM	803-822-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
25 SUN	05/02/2010	5:00PM	803-822-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
26 SUN	05/02/2010	5:01PM	803-822-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
27 SUN	05/02/2010	6:46PM	803-822-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
Subtotal of Msg's					27 Msg					0.00
28 THU	04/29/2010	11:35AM	Data Transfer	Data	30 KB	CMB1	AT	GPRR	Out	0.00
29 THU	04/29/2010	8:02PM	Data Transfer	Data	23 KB	CMB1	AT	GPRR	Out	0.00
30 FRI	04/30/2010	2:02AM	Data Transfer	Data	16,033 KB	CMB1	AT	GPRR	Out	0.00
31 SAT	05/01/2010	2:51AM	Data Transfer	Data	63 KB	CMB1	AT	GPRR	Out	0.00
Subtotal of KB's					16,149 KB					0.00
Totals										0.00

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GO PAPERFREE AND PLANT A TREE! Visit att.com/tree now to learn about the many benefits of paperless billing. Going paperless is safe and secure, and saves you time and money each month. Plus, you can view, pay and store your bills online. And if you enroll today, AT&T and the Arbor Day Foundation will plant a tree on your behalf. Go paperless now. It's fast, easy and free! Visit att.com/tree

Usage Charge Details
User Name: CHAD GUNNLAUGSSON

803-447-4095

Summary of Usage Charges	Minutes Included In Plan	Minutes Used	Billed Minutes	Billed Rate	Total Charge
NTN900RUMUNW					
900 Rollover Mins	900	824			0.00
Unlimited Expt M2M		722			0.00
Unlimited N&W		139			0.00
Subtotal					\$0.00
Summary of Wireless Data	Msg/Min/KB/MB Included In Plan	Msg/Min/KB/MB Used	Msg/Min/KB/MB Billed	Billed Rate	Total Charge
IPHONE MSG 1500	1,500	160	0	\$0.05/Msg	0.00
Data Unlimited					
DATA ACCESS		48,755	48,755	\$0.00/KB	0.00
Subtotal					\$0.00
TOTAL USAGE CHARGES					\$0.00

Summary of Rollover Minutes
User Name: CHAD GUNNLAUGSSON

803-447-4095

Previous Rollover Balance	0
Unused Package Minutes Added to Rollover	76
Rollover Minutes Expired (*)	0
Current Rollover Balance	76

(*) Unused Package Minutes Expire After 12 Billing Periods

Call Detail

803-447-4095

User Name: CHAD GUNNLAUGSSON

Rate Code: RMP0=900 Rollover Mins, MME0=Unlimited Expt M2M, UNW9=Unlimited N&W

Rate Period (PD): DT=Daytime, NW=Night

Feature: VM=VoiceMail, M2MC=Expanded Mobile To Mobile, CW=Call Waiting

Item	Day	Date	Time	Number Called	Call To	Min	Rate Code	Rate Pd	Feature	Airtime Charge	LD/DA	Total Charge
1	MON	05/03/2010	9:24AM	843-472-8010	FLORENCE SC	1	MME0	DT	M2MC	0.00	0.00	0.00
2	MON	05/03/2010	9:25AM	843-472-8010	INCOMING CL	1	MME0	DT	M2MC	0.00	0.00	0.00
3	MON	05/03/2010	9:26AM	843-472-8010	FLORENCE SC	8	MME0	DT	M2MC	0.00	0.00	0.00
4	MON	05/03/2010	9:36AM	803-530-0180	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
5	MON	05/03/2010	9:38AM	803-530-0180	COLUMBIA SC	4	RM90	DT		0.00	0.00	0.00
6	MON	05/03/2010	10:34AM	803-461-8749	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
7	MON	05/03/2010	10:47AM	803-794-3712	INCOMING CL	11	RM90	DT		0.00	0.00	0.00
8	MON	05/03/2010	11:06AM	803-622-2069	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
9	MON	05/03/2010	5:50PM	803-309-3060	COLUMBIA SC	15	MME0	DT	M2MC	0.00	0.00	0.00
10	MON	05/03/2010	6:05PM	843-472-8010	FLORENCE SC	18	MME0	DT	M2MC	0.00	0.00	0.00
11	MON	05/03/2010	7:42PM	843-472-8010	INCOMING CL	1	MME0	DT	M2MC	0.00	0.00	0.00
12	MON	05/03/2010	8:11PM	843-472-8010	FLORENCE SC	13	MME0	DT	M2MC	0.00	0.00	0.00
13	MON	05/03/2010	8:24PM	803-272-3558	CAMDEN SC	1	MME0	DT	M2MC	0.00	0.00	0.00
14	TUE	05/04/2010	12:15AM	800-849-1843	Toll Free CL	6	UNW9	NW		0.00	0.00	0.00
15	TUE	05/04/2010	5:22AM	800-849-1843	Toll Free CL	2	UNW9	NW		0.00	0.00	0.00
16	TUE	05/04/2010	7:27AM	800-849-1843	Toll Free CL	1	RM90	DT		0.00	0.00	0.00
17	TUE	05/04/2010	7:27AM	803-549-6832	CAMDEN SC	1	MME0	DT	M2MC	0.00	0.00	0.00
18	TUE	05/04/2010	7:45AM	803-549-6832	INCOMING CL	3	MME0	DT	M2MC	0.00	0.00	0.00
19	TUE	05/04/2010	1:41PM	919-604-1938	RALEIGH NC	2	MME0	DT	M2MC	0.00	0.00	0.00
20	TUE	05/04/2010	1:45PM	803-361-1966	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
21	TUE	05/04/2010	2:47PM	803-420-4839	CAMDEN SC	6	MME0	DT	M2MC	0.00	0.00	0.00
22	TUE	05/04/2010	2:53PM	803-422-2069	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
23	TUE	05/04/2010	4:16PM	919-604-1938	RALEIGH NC	1	MME0	DT	M2MC	0.00	0.00	0.00
24	TUE	05/04/2010	4:20PM	919-604-1938	INCOMING CL	1	MME0	DT	M2MC	0.00	0.00	0.00

SCENT 1573

User Name: CHAD GUNNLAUGSSON

Rate Code: RM90=900 Rollover Mins, MME0=Unlimited Expd M2M, UNW9=Unlimited NAW

Rate Period (PD): DT=Daytime, NW=Night

Feature: VM=VoiceMail, M2MC=Expanded Mobile To Mobile, CW=Call Waiting

Item	Day	Date	Time	Number Called	Call To	Min	Rate Code	Rate Pd	Feature	Airtime Charge	LD/DA	Total Charge
25	WED	05/05/2010	12:27PM	803-549-6832	CAMDEN SC	1	MME0	DT	M2MC	0.00	0.00	0.00
26	WED	05/05/2010	12:53PM	803-549-6832	CAMDEN SC	1	MME0	DT	M2MC	0.00	0.00	0.00
27	WED	05/05/2010	12:57PM	803-420-4839	CAMDEN SC	1	MME0	DT	M2MC	0.00	0.00	0.00
28	WED	05/05/2010	12:58PM	803-549-6832	INCOMING CL	13	MME0	DT	M2MC	0.00	0.00	0.00
29	WED	05/05/2010	1:21PM	803-461-8749	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
30	WED	05/05/2010	1:21PM	803-807-3025	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
31	WED	05/05/2010	1:23PM	803-622-2069	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
32	WED	05/05/2010	1:45PM	704-641-4080	CHARLOTTE NC	2	RM90	DT		0.00	0.00	0.00
33	WED	05/05/2010	4:41PM	803-622-2069	INCOMING CL	4	RM90	DT		0.00	0.00	0.00
34	WED	05/05/2010	5:10PM	843-472-8010	FLORENCE SC	1	MME0	DT	M2MC	0.00	0.00	0.00
35	WED	05/05/2010	5:15PM	803-549-6832	CAMDEN SC	1	MME0	DT	M2MC	0.00	0.00	0.00
36	WED	05/05/2010	5:16PM	843-472-8010	INCOMING CL	15	MME0	DT	M2MC	0.00	0.00	0.00
37	WED	05/05/2010	5:30PM	803-549-6832	CAMDEN SC	4	MME0	DT	M2MC	0.00	0.00	0.00
38	WED	05/05/2010	5:33PM	704-641-4080	CALL WAIT	10	RM90	DT	CW	0.00	0.00	0.00
39	WED	05/05/2010	7:46PM	843-229-8593	FLORENCE SC	1	RM90	DT		0.00	0.00	0.00
40	WED	05/05/2010	8:10PM	803-771-2064	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
41	WED	05/05/2010	8:11PM	803-447-4095	VMail CL	4	RM90	DT	VM	0.00	0.00	0.00
42	WED	05/05/2010	8:16PM	803-669-0914	CAMDEN SC	1	RM90	DT		0.00	0.00	0.00
43	WED	05/05/2010	8:17PM	865-386-3458	KNOXVILLE TN	2	RM90	DT		0.00	0.00	0.00
44	WED	05/05/2010	8:48PM	803-669-0914	INCOMING CL	4	RM90	DT		0.00	0.00	0.00
45	WED	05/05/2010	8:59PM	865-386-3458	INCOMING CL	11	RM90	DT		0.00	0.00	0.00
46	THU	05/06/2010	8:13AM	803-549-6832	INCOMING CL	7	MME0	DT	M2MC	0.00	0.00	0.00
47	THU	05/06/2010	8:23AM	803-736-6768	COLUMBIA SC	4	RM90	DT		0.00	0.00	0.00
48	THU	05/06/2010	8:27AM	803-713-6271	CAMDEN SC	3	RM90	DT		0.00	0.00	0.00
49	THU	05/06/2010	8:40AM	803-432-4311	INCOMING CL	10	RM90	DT		0.00	0.00	0.00
50	THU	05/06/2010	9:01AM	803-461-8749	COLUMBIA SC	3	RM90	DT		0.00	0.00	0.00
51	THU	05/06/2010	10:16AM	843-339-4670	HARTSVILL SC	2	RM90	DT		0.00	0.00	0.00
52	THU	05/06/2010	10:53AM	843-472-8010	INCOMING CL	16	MME0	DT	M2MC	0.00	0.00	0.00
53	THU	05/06/2010	11:58AM	803-736-6768	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
54	THU	05/06/2010	12:00PM	843-472-8010	FLORENCE SC	12	MME0	DT	M2MC	0.00	0.00	0.00
55	THU	05/06/2010	12:14PM	803-420-4839	CAMDEN SC	1	MME0	DT	M2MC	0.00	0.00	0.00
56	THU	05/06/2010	12:21PM	803-420-4839	INCOMING CL	12	MME0	DT	M2MC	0.00	0.00	0.00
57	THU	05/06/2010	1:31PM	843-229-8593	INCOMING CL	6	RM90	DT		0.00	0.00	0.00
58	THU	05/06/2010	3:24PM	843-339-2100	HARTSVILL SC	2	RM90	DT		0.00	0.00	0.00
59	THU	05/06/2010	3:26PM	843-332-1099	HARTSVILL SC	2	RM90	DT		0.00	0.00	0.00
60	THU	05/06/2010	3:27PM	803-622-2069	COLUMBIA SC	8	RM90	DT		0.00	0.00	0.00
61	THU	05/06/2010	3:37PM	843-409-0268	INCOMING CL	2	RM90	DT		0.00	0.00	0.00
62	THU	05/06/2010	6:14PM	803-467-5434	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
63	FRI	05/07/2010	10:04AM	803-713-0600	CAMDEN SC	3	RM90	DT		0.00	0.00	0.00
64	FRI	05/07/2010	11:23AM	843-472-8010	FLORENCE SC	15	MME0	DT	M2MC	0.00	0.00	0.00
65	FRI	05/07/2010	1:27PM	803-713-8049	CAMDEN SC	1	RM90	DT		0.00	0.00	0.00
66	FRI	05/07/2010	1:46PM	803-713-0600	INCOMING CL	9	RM90	DT		0.00	0.00	0.00
67	FRI	05/07/2010	1:54PM	843-472-8010	FLORENCE SC	5	MME0	DT	M2MC	0.00	0.00	0.00
68	FRI	05/07/2010	2:05PM	803-256-5336	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
69	FRI	05/07/2010	2:28PM	803-420-4839	CAMDEN SC	1	MME0	DT	M2MC	0.00	0.00	0.00
70	FRI	05/07/2010	2:46PM	843-472-8010	INCOMING CL	7	MME0	DT	M2MC	0.00	0.00	0.00
71	SAT	05/08/2010	8:56AM	803-622-2069	COLUMBIA SC	6	UNW9	NW		0.00	0.00	0.00
72	SAT	05/08/2010	2:39PM	843-472-8010	FLORENCE SC	2	MME0	NW	M2MC	0.00	0.00	0.00
73	SAT	05/08/2010	3:52PM	843-472-8010	FLORENCE SC	1	MME0	NW	M2MC	0.00	0.00	0.00
74	SAT	05/08/2010	4:25PM	803-549-6832	CAMDEN SC	3	MME0	NW	M2MC	0.00	0.00	0.00
75	SAT	05/08/2010	5:27PM	651-357-6800	STILLWATE MN	4	UNW9	NW		0.00	0.00	0.00
76	SAT	05/08/2010	5:46PM	803-420-4839	CAMDEN SC	7	MME0	NW	M2MC	0.00	0.00	0.00
77	SAT	05/08/2010	6:12PM	803-269-8873	COLUMBIA SC	5	UNW9	NW		0.00	0.00	0.00
78	SAT	05/08/2010	8:42PM	803-622-2069	INCOMING CL	20	UNW9	NW		0.00	0.00	0.00
79	SUN	05/09/2010	12:21PM	920-743-3129	STURGENBA WI	5	UNW9	NW		0.00	0.00	0.00
80	SUN	05/09/2010	12:27PM	803-740-4178	COLUMBIA SC	2	UNW9	NW		0.00	0.00	0.00
81	SUN	05/09/2010	12:43PM	803-740-4178	COLUMBIA SC	1	UNW9	NW		0.00	0.00	0.00
82	MON	05/10/2010	10:47AM	800-849-1843	Toll Free CL	1	RM90	DT		0.00	0.00	0.00
83	MON	05/10/2010	11:05AM	803-461-2520	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
84	MON	05/10/2010	12:06PM	803-420-4839	INCOMING CL	3	MME0	DT	M2MC	0.00	0.00	0.00
85	MON	05/10/2010	1:18PM	803-622-2069	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00

Use Name: CHAD GUNTERAUGSON

Rate Code: RM90-900 Rollover Min, MME0-Unlimited Exd M2M, UNW9-Unlimited N&W

Rate Period (PD): DT=Daytime, NW=Night

Feature: VM=VoiceMail, M2MC=Expanded Mobile To Mobile, CW=Call Waiting

Item	Day	Date	Time	Number Called	Call To	Min	Rate Code	Rate Pd	Feature	Airtime Charge	LDDA	Total Charge
86	MON	05/10/2010	1:19PM	803-461-8749	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
87	MON	05/10/2010	1:20PM	803-807-3025	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
88	MON	05/10/2010	1:44PM	803-794-3712	INCOMING CL	15	RM90	DT		0.00	0.00	0.00
89	MON	05/10/2010	4:59PM	508-757-0330	INCOMING CL	12	RM90	DT		0.00	0.00	0.00
90	MON	05/10/2010	5:19PM	508-757-0330	WORCESTER MA	1	RM90	DT		0.00	0.00	0.00
91	MON	05/10/2010	5:20PM	843-472-8010	FLORENCE SC	1	MME0	DT	M2MC	0.00	0.00	0.00
92	MON	05/10/2010	5:21PM	803-622-2069	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
93	MON	05/10/2010	5:25PM	843-472-8010	FLORENCE SC	1	MME0	DT	M2MC	0.00	0.00	0.00
94	MON	05/10/2010	5:39PM	803-622-2069	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
95	MON	05/10/2010	7:14PM	803-420-4859	CAMDEN SC	3	MME0	DT	M2MC	0.00	0.00	0.00
96	MON	05/10/2010	7:16PM	803-420-4859	CAMDEN SC	10	MME0	DT	M2MC	0.00	0.00	0.00
97	MON	05/10/2010	7:26PM	803-209-8873	COLUMBIA SC	15	RM90	DT		0.00	0.00	0.00
98	MON	05/10/2010	7:41PM	800-849-1843	Toll Free CL	1	RM90	DT		0.00	0.00	0.00
99	MON	05/10/2010	9:24PM	803-420-4859	INCOMING CL	6	MME0	NW	M2MC	0.00	0.00	0.00
100	TUE	05/11/2010	2:09AM	803-251-2899	INCOMING CL	1	UNW9	NW		0.00	0.00	0.00
101	TUE	05/11/2010	2:10AM	800-849-1843	Toll Free CL	9	UNW9	NW		0.00	0.00	0.00
102	TUE	05/11/2010	2:20AM	803-447-4093	INCOMING CL	1	UNW9	NW		0.00	0.00	0.00
103	TUE	05/11/2010	3:42PM	803-420-4859	CAMDEN SC	1	MME0	DT	M2MC	0.00	0.00	0.00
104	TUE	05/11/2010	4:15PM	803-420-4859	INCOMING CL	11	MME0	DT	M2MC	0.00	0.00	0.00
105	TUE	05/11/2010	4:27PM	803-622-2069	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
106	TUE	05/11/2010	4:33PM	803-622-2069	INCOMING CL	9	RM90	DT		0.00	0.00	0.00
107	TUE	05/11/2010	5:07PM	803-622-2069	COLUMBIA SC	3	RM90	DT		0.00	0.00	0.00
108	TUE	05/11/2010	5:12PM	803-513-1880	COLUMBIA SC	1	MME0	DT	M2MC	0.00	0.00	0.00
109	TUE	05/11/2010	5:24PM	803-549-6832	INCOMING CL	7	MME0	DT	M2MC	0.00	0.00	0.00
110	TUE	05/11/2010	6:16PM	800-849-1843	Toll Free CL	8	RM90	DT		0.00	0.00	0.00
111	TUE	05/11/2010	7:29PM	803-740-4178	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
112	TUE	05/11/2010	7:30PM	803-420-4859	CAMDEN SC	2	MME0	DT	M2MC	0.00	0.00	0.00
113	TUE	05/11/2010	7:32PM	803-713-8118	CAMDEN SC	1	RM90	DT		0.00	0.00	0.00
114	TUE	05/11/2010	7:34PM	843-472-8010	FLORENCE SC	1	MME0	DT	M2MC	0.00	0.00	0.00
115	WED	05/12/2010	8:30AM	803-461-8749	COLUMBIA SC	9	RM90	DT		0.00	0.00	0.00
116	WED	05/12/2010	10:13AM	803-408-3277	CAMDEN SC	4	RM90	DT		0.00	0.00	0.00
117	WED	05/12/2010	2:34PM	803-408-3277	CAMDEN SC	2	RM90	DT		0.00	0.00	0.00
118	WED	05/12/2010	2:36PM	803-420-4859	CAMDEN SC	4	MME0	DT	M2MC	0.00	0.00	0.00
119	WED	05/12/2010	2:40PM	803-622-2069	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
120	WED	05/12/2010	2:55PM	803-461-8701	COLUMBIA SC	12	RM90	DT		0.00	0.00	0.00
121	WED	05/12/2010	4:51PM	803-420-4859	INCOMING CL	1	MME0	DT	M2MC	0.00	0.00	0.00
122	WED	05/12/2010	5:10PM	803-420-4859	CAMDEN SC	2	MME0	DT	M2MC	0.00	0.00	0.00
123	WED	05/12/2010	6:12PM	803-549-6832	INCOMING CL	13	MME0	DT	M2MC	0.00	0.00	0.00
124	WED	05/12/2010	7:44PM	843-472-8010	FLORENCE SC	22	MME0	DT	M2MC	0.00	0.00	0.00
125	THU	05/13/2010	10:03AM	803-420-4859	CAMDEN SC	8	MME0	DT	M2MC	0.00	0.00	0.00
126	THU	05/13/2010	10:34AM	803-622-2069	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
127	THU	05/13/2010	10:35AM	803-622-2069	INCOMING CL	14	RM90	DT		0.00	0.00	0.00
128	THU	05/13/2010	11:00AM	803-420-4859	INCOMING CL	1	MME0	DT	M2MC	0.00	0.00	0.00
129	THU	05/13/2010	2:18PM	803-420-4859	INCOMING CL	3	MME0	DT	M2MC	0.00	0.00	0.00
130	THU	05/13/2010	2:56PM	803-361-1966	COLUMBIA SC	18	RM90	DT		0.00	0.00	0.00
131	THU	05/13/2010	3:14PM	803-622-2069	COLUMBIA SC	7	RM90	DT		0.00	0.00	0.00
132	THU	05/13/2010	3:20PM	803-361-1966	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
133	THU	05/13/2010	3:32PM	803-256-5336	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
134	THU	05/13/2010	3:39PM	803-622-2069	COLUMBIA SC	21	RM90	DT		0.00	0.00	0.00
135	THU	05/13/2010	4:00PM	803-420-4859	CAMDEN SC	3	MME0	DT	M2MC	0.00	0.00	0.00
136	THU	05/13/2010	4:00PM	803-622-2069	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
137	THU	05/13/2010	4:11PM	803-361-1966	INCOMING CL	2	RM90	DT		0.00	0.00	0.00
138	THU	05/13/2010	5:53PM	803-622-2069	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
139	FRI	05/14/2010	8:29AM	803-622-2069	COLUMBIA SC	3	RM90	DT		0.00	0.00	0.00
140	FRI	05/14/2010	12:41PM	803-736-6768	COLUMBIA SC	12	RM90	DT		0.00	0.00	0.00
141	FRI	05/14/2010	1:28PM	803-420-4859	CAMDEN SC	1	MME0	DT	M2MC	0.00	0.00	0.00
142	FRI	05/14/2010	2:45PM	803-420-4859	CAMDEN SC	2	MME0	DT	M2MC	0.00	0.00	0.00
143	FRI	05/14/2010	4:47PM	803-622-2069	COLUMBIA SC	23	RM90	DT		0.00	0.00	0.00
144	FRI	05/14/2010	5:08PM	803-420-4859	CALL WAIT	1	MME0	DT	M2MC	0.00	0.00	0.00
145	FRI	05/14/2010	5:22PM	803-622-2069	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
146	FRI	05/14/2010	5:22PM	843-472-8010	FLORENCE SC	1	MME0	DT	M2MC	0.00	0.00	0.00

Cell Phone
User Name: CHAD GUNNLAUGSSON

603-447-4053

Rate Code: RM90-900 RoRoer Mins, MME0-Unlimited Expt M2M, UNW9-Unlimited N&W

Rate Period (PD): DT=Daytime, NW=Night

Feature: VM=VoiceMail, M2MC=Expanded Mobile To Mobile, CW=Call Waiting

Item	Day	Date	Time	Number Called	Call To	Min	Rate Code	Rate Pd	Feature	Airtime Charge	LD/DA	Total Charge
147	FRI	05/14/2010	5:28PM	803-513-1880	COLUMBIA SC	6	MME0	DT	M2MC	0.00	0.00	0.00
148	FRI	05/14/2010	5:43PM	803-713-8118	INCOMING CL	7	RM90	DT		0.00	0.00	0.00
149	FRI	05/14/2010	6:02PM	843-472-8010	INCOMING CL	17	MME0	DT	M2MC	0.00	0.00	0.00
150	FRI	05/14/2010	6:57PM	803-622-2069	INCOMING CL	24	RM90	DT		0.00	0.00	0.00
151	SAT	05/15/2010	9:33AM	803-420-4839	INCOMING CL	1	MME0	NW	M2MC	0.00	0.00	0.00
152	SAT	05/15/2010	6:33PM	803-420-4839	INCOMING CL	2	MME0	NW	M2MC	0.00	0.00	0.00
153	SAT	05/15/2010	6:41PM	803-549-0098	CAMDEN SC	1	MME0	NW	M2MC	0.00	0.00	0.00
154	SAT	05/15/2010	6:41PM	800-849-1843	Toll Free CL	1	UNW9	NW		0.00	0.00	0.00
155	SAT	05/15/2010	6:46PM	803-251-2899	INCOMING CL	5	UNW9	NW		0.00	0.00	0.00
156	SUN	05/16/2010	10:53AM	920-743-3129	INCOMING CL	5	UNW9	NW		0.00	0.00	0.00
157	MON	05/17/2010	8:19AM	803-622-2069	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
158	MON	05/17/2010	8:46AM	803-622-2069	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
159	MON	05/17/2010	8:52AM	803-254-3300	INCOMING CL	16	RM90	DT		0.00	0.00	0.00
160	MON	05/17/2010	3:34PM	803-622-2069	COLUMBIA SC	21	RM90	DT		0.00	0.00	0.00
161	MON	05/17/2010	8:06PM	843-472-8010	FLORENCE SC	1	MME0	DT	M2MC	0.00	0.00	0.00
162	MON	05/17/2010	8:36PM	803-600-5842	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
163	TUE	05/18/2010	12:46AM	803-251-2899	INCOMING CL	1	UNW9	NW		0.00	0.00	0.00
164	TUE	05/18/2010	12:47AM	800-849-1843	Toll Free CL	5	UNW9	NW		0.00	0.00	0.00
165	TUE	05/18/2010	12:53PM	803-461-8749	COLUMBIA SC	4	RM90	DT		0.00	0.00	0.00
166	TUE	05/18/2010	12:59PM	713-850-0399	HOUSTON TX	3	RM90	DT		0.00	0.00	0.00
167	TUE	05/18/2010	2:21PM	803-420-4839	CAMDEN SC	2	MME0	DT	M2MC	0.00	0.00	0.00
168	TUE	05/18/2010	2:51PM	803-622-2069	COLUMBIA SC	7	RM90	DT		0.00	0.00	0.00
169	TUE	05/18/2010	3:03PM	814-238-1016	INCOMING CL	9	RM90	DT		0.00	0.00	0.00
170	TUE	05/18/2010	3:12PM	803-622-2069	COLUMBIA SC	4	RM90	DT		0.00	0.00	0.00
171	TUE	05/18/2010	3:40PM	919-604-1908	RALEIGH NC	2	MME0	DT	M2MC	0.00	0.00	0.00
172	TUE	05/18/2010	3:45PM	978-570-2383	INCOMING CL	1	RM90	DT		0.00	0.00	0.00
173	TUE	05/18/2010	4:27PM	443-610-2944	BALTIMORE MD	1	MME0	DT	M2MC	0.00	0.00	0.00
174	TUE	05/18/2010	5:13PM	803-269-8873	INCOMING CL	2	RM90	DT		0.00	0.00	0.00
175	TUE	05/18/2010	5:15PM	919-604-1938	RALEIGH NC	4	MME0	DT	M2MC	0.00	0.00	0.00
176	TUE	05/18/2010	5:52PM	704-641-4880	INCOMING CL	27	RM90	DT		0.00	0.00	0.00
177	TUE	05/18/2010	6:18PM	803-600-5842	CALL WAIT	9	RM90	DT	CW	0.00	0.00	0.00
178	TUE	05/18/2010	6:51PM	843-472-8010	FLORENCE SC	1	MME0	DT	M2MC	0.00	0.00	0.00
179	WED	05/19/2010	11:58AM	803-408-3277	CAMDEN SC	1	RM90	DT		0.00	0.00	0.00
180	WED	05/19/2010	1:32PM	803-788-9166	COLUMBIA SC	6	RM90	DT		0.00	0.00	0.00
181	WED	05/19/2010	1:57PM	803-269-8873	COLUMBIA SC	9	RM90	DT		0.00	0.00	0.00
182	WED	05/19/2010	2:06PM	863-386-3438	KNOXVILLE TN	4	RM90	DT		0.00	0.00	0.00
183	WED	05/19/2010	3:08PM	803-622-2069	COLUMBIA SC	9	RM90	DT		0.00	0.00	0.00
184	WED	05/19/2010	6:03PM	803-361-1966	INCOMING CL	15	RM90	DT		0.00	0.00	0.00
185	WED	05/19/2010	6:18PM	843-472-8010	FLORENCE SC	16	MME0	DT	M2MC	0.00	0.00	0.00
186	THU	05/20/2010	9:08AM	843-472-8010	FLORENCE SC	11	MME0	DT	M2MC	0.00	0.00	0.00
187	THU	05/20/2010	9:41AM	803-420-4839	CAMDEN SC	2	MME0	DT		0.00	0.00	0.00
188	THU	05/20/2010	11:28AM	803-401-4239	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
189	THU	05/20/2010	11:54AM	803-736-6768	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
190	THU	05/20/2010	12:03PM	803-420-4839	INCOMING CL	2	MME0	DT	M2MC	0.00	0.00	0.00
191	THU	05/20/2010	12:56PM	803-807-3023	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
192	THU	05/20/2010	3:44PM	843-339-4100	INCOMING CL	6	RM90	DT		0.00	0.00	0.00
193	THU	05/20/2010	6:17PM	843-472-8010	FLORENCE SC	1	MME0	DT	M2MC	0.00	0.00	0.00
194	THU	05/20/2010	6:20PM	843-472-8010	INCOMING CL	39	MME0	DT	M2MC	0.00	0.00	0.00
195	THU	05/20/2010	7:53PM	803-603-9389	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
196	THU	05/20/2010	7:54PM	803-788-9760	COLUMBIA SC	9	RM90	DT		0.00	0.00	0.00
197	THU	05/20/2010	8:03PM	803-603-9389	COLUMBIA SC	10	RM90	DT		0.00	0.00	0.00
198	FRI	05/21/2010	3:36PM	803-420-4839	INCOMING CL	2	MME0	DT	M2MC	0.00	0.00	0.00
199	FRI	05/21/2010	4:04PM	803-622-2069	INCOMING CL	27	RM90	DT		0.00	0.00	0.00
200	FRI	05/21/2010	4:31PM	803-401-4284	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
201	FRI	05/21/2010	4:40PM	803-251-2899	INCOMING CL	2	RM90	DT		0.00	0.00	0.00
202	FRI	05/21/2010	5:46PM	803-420-4839	INCOMING CL	8	MME0	DT	M2MC	0.00	0.00	0.00
203	FRI	05/21/2010	6:28PM	803-603-9389	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
204	FRI	05/21/2010	6:45PM	843-472-8010	INCOMING CL	5	MME0	DT	M2MC	0.00	0.00	0.00
205	FRI	05/21/2010	6:48PM	803-603-9389	CALL WAIT	6	RM90	DT	CW	0.00	0.00	0.00
206	FRI	05/21/2010	6:56PM	843-472-8010	FLORENCE SC	1	MME0	DT	M2MC	0.00	0.00	0.00
207	FRI	05/21/2010	7:03PM	843-472-8010	FLORENCE SC	20	MME0	DT	M2MC	0.00	0.00	0.00

SCENT 1576

Call Detail

803-441-4473

User Name: CHAD GUNLAUGSON

Rate Code: RM90=900 RollOver Min, MME0=Unlimited Expd M2M, UNW9=Unlimited N&W

Rate Period (PD): DT=Daytime, NW=Nwkd

Feature: VM=VoiceMail, M2MC=Expanded Mobile To Mobile, CW=Call Waiting

Item	Day	Date	Time	Number Called	Call To	Min	Rate Code	Rate Pd	Feature	Air-time Charge	LD/DA	Total Charge
208	FRI	05/21/2010	7:50PM	803-713-8118	CAMDEN SC	1	RM90	DT		0.00	0.00	0.00
209	FRI	05/21/2010	7:51PM	803-513-1880	COLUMBIA SC	1	MME0	DT	M2MC	0.00	0.00	0.00
210	FRI	05/21/2010	7:52PM	800-849-1843	Toll Free CL	1	RM90	DT		0.00	0.00	0.00
211	FRI	05/21/2010	7:55PM	803-251-2899	INCOMING CL	5	RM90	DT		0.00	0.00	0.00
212	SAT	05/22/2010	7:37AM	920-743-3129	STURGENBA WI	1	UNW9	NW		0.00	0.00	0.00
213	SAT	05/22/2010	7:40AM	803-740-4178	COLUMBIA SC	1	UNW9	NW		0.00	0.00	0.00
214	SAT	05/22/2010	11:25AM	843-472-8010	INCOMING CL	6	MME0	NW	M2MC	0.00	0.00	0.00
215	SAT	05/22/2010	12:13PM	800-849-1843	Toll Free CL	3	UNW9	NW		0.00	0.00	0.00
216	SAT	05/22/2010	4:38PM	843-472-8010	FLORENCE SC	65	MME0	NW	M2MC	0.00	0.00	0.00
217	SUN	05/23/2010	2:14PM	803-251-2899	INCOMING CL	1	UNW9	NW		0.00	0.00	0.00
218	SUN	05/23/2010	2:15PM	800-849-1843	Toll Free CL	2	UNW9	NW		0.00	0.00	0.00
219	SUN	05/23/2010	4:55PM	803-420-4859	INCOMING CL	1	MME0	NW	M2MC	0.00	0.00	0.00
220	SUN	05/23/2010	6:49PM	617-470-3513	BOSTON MA	1	MME0	NW	M2MC	0.00	0.00	0.00
221	SUN	05/23/2010	6:49PM	617-252-3396	CAMBRIDGE MA	2	UNW9	NW		0.00	0.00	0.00
222	SUN	05/23/2010	6:51PM	763-420-2169	OSSEO MN	1	UNW9	NW		0.00	0.00	0.00
223	SUN	05/23/2010	6:51PM	651-303-9891	ST PAUL MN	2	MME0	NW	M2MC	0.00	0.00	0.00
224	SUN	05/23/2010	6:52PM	803-730-5312	COLUMBIA SC	2	UNW9	NW		0.00	0.00	0.00
225	SUN	05/23/2010	9:35PM	651-357-6800	STILLWATE MN	1	UNW9	NW		0.00	0.00	0.00
226	SUN	05/23/2010	9:42PM	651-357-6800	INCOMING CL	1	UNW9	NW		0.00	0.00	0.00
227	SUN	05/23/2010	9:46PM	651-357-6800	STILLWATE MN	16	UNW9	NW		0.00	0.00	0.00
228	MON	05/24/2010	7:26AM	803-513-1880	COLUMBIA SC	1	MME0	DT	M2MC	0.00	0.00	0.00
229	MON	05/24/2010	7:57AM	803-530-0180	INCOMING CL	2	RM90	DT		0.00	0.00	0.00
230	MON	05/24/2010	8:11AM	803-513-1880	COLUMBIA SC	1	MME0	DT	M2MC	0.00	0.00	0.00
231	MON	05/24/2010	8:12AM	843-857-4355	HARTSVILL SC	2	RM90	DT		0.00	0.00	0.00
232	MON	05/24/2010	8:16AM	843-857-4355	HARTSVILL SC	3	RM90	DT		0.00	0.00	0.00
233	MON	05/24/2010	8:18AM	800-849-1843	Toll Free CL	1	RM90	DT		0.00	0.00	0.00
234	MON	05/24/2010	8:21AM	803-251-2899	INCOMING CL	21	RM90	DT		0.00	0.00	0.00
235	MON	05/24/2010	8:42AM	803-713-8118	CAMDEN SC	26	RM90	DT		0.00	0.00	0.00
236	MON	05/24/2010	9:51AM	803-401-4284	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
237	MON	05/24/2010	10:18AM	803-622-2069	COLUMBIA SC	7	RM90	DT		0.00	0.00	0.00
238	MON	05/24/2010	10:25AM	803-401-4284	COLUMBIA SC	9	RM90	DT		0.00	0.00	0.00
239	MON	05/24/2010	11:54AM	803-622-2069	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
240	MON	05/24/2010	1:36PM	800-830-8574	INCOMING CL	1	RM90	DT		0.00	0.00	0.00
241	MON	05/24/2010	3:54PM	803-622-2069	COLUMBIA SC	11	RM90	DT		0.00	0.00	0.00
242	MON	05/24/2010	4:15PM	803-420-4859	CAMDEN SC	2	MME0	DT	M2MC	0.00	0.00	0.00
243	MON	05/24/2010	8:36PM	843-472-8010	FLORENCE SC	24	MME0	DT	M2MC	0.00	0.00	0.00
244	TUE	05/25/2010	8:15AM	803-420-4859	INCOMING CL	2	MME0	DT	M2MC	0.00	0.00	0.00
245	TUE	05/25/2010	8:17AM	803-420-4859	CAMDEN SC	1	MME0	DT	M2MC	0.00	0.00	0.00
246	TUE	05/25/2010	11:27AM	803-401-4284	INCOMING CL	2	RM90	DT		0.00	0.00	0.00
247	TUE	05/25/2010	12:48PM	803-401-4284	INCOMING CL	2	RM90	DT		0.00	0.00	0.00
248	TUE	05/25/2010	12:53PM	803-420-4859	CAMDEN SC	8	RM90	DT	M2MC	0.00	0.00	0.00
249	TUE	05/25/2010	1:38PM	803-622-2069	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
250	TUE	05/25/2010	1:42PM	803-254-9404	COLUMBIA SC	3	RM90	DT		0.00	0.00	0.00
251	TUE	05/25/2010	1:46PM	803-360-5494	INCOMING CL	2	RM90	DT		0.00	0.00	0.00
252	TUE	05/25/2010	1:53PM	843-472-8010	FLORENCE SC	9	MME0	DT	M2MC	0.00	0.00	0.00
253	TUE	05/25/2010	2:02PM	843-472-8010	FLORENCE SC	1	MME0	DT	M2MC	0.00	0.00	0.00
254	TUE	05/25/2010	2:23PM	803-432-4311	CAMDEN SC	6	RM90	DT		0.00	0.00	0.00
255	TUE	05/25/2010	2:42PM	803-622-2069	COLUMBIA SC	8	RM90	DT		0.00	0.00	0.00
256	TUE	05/25/2010	2:52PM	803-420-4859	CAMDEN SC	6	MME0	DT	M2MC	0.00	0.00	0.00
257	TUE	05/25/2010	6:00PM	651-303-9891	INCOMING CL	17	MME0	DT	M2MC	0.00	0.00	0.00
258	TUE	05/25/2010	7:11PM	803-600-5842	INCOMING CL	6	RM90	DT		0.00	0.00	0.00
259	WED	05/26/2010	8:05AM	803-420-4859	CAMDEN SC	1	MME0	DT	M2MC	0.00	0.00	0.00
260	WED	05/26/2010	8:05AM	803-420-4859	CAMDEN SC	4	MME0	DT	M2MC	0.00	0.00	0.00
261	WED	05/26/2010	8:51AM	803-622-2069	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
262	WED	05/26/2010	9:13AM	803-420-4859	INCOMING CL	3	MME0	DT	M2MC	0.00	0.00	0.00
263	WED	05/26/2010	9:16AM	803-269-8873	COLUMBIA SC	4	RM90	DT		0.00	0.00	0.00
264	WED	05/26/2010	9:20AM	803-420-4859	INCOMING CL	3	MME0	DT	M2MC	0.00	0.00	0.00
265	WED	05/26/2010	10:29AM	803-865-4512	COLUMBIA SC	8	RM90	DT		0.00	0.00	0.00
266	WED	05/26/2010	10:39AM	803-865-4661	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
267	WED	05/26/2010	11:03AM	803-254-3300	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
268	WED	05/26/2010	11:31AM	803-794-3712	INCOMING CL	3	RM90	DT		0.00	0.00	0.00

SCENT 1577

Usage Name: CHAD GUNNLAUGSSON

Rate Code: RAN-900 Rollover Min, MMEU=Unlimited Expd M2M, UNW=Unlimited N&W

Rate Period (PD): DT=Daytime, NW=Night

Feature: VM=VoiceMail, M2MC=Expanded Mobile To Mobile, CW=Call Waiting

Item	Day	Date	Time	Number Called	Call To	Min	Rate Code	Rate Pd	Feature	Airtime Charge	LD/DA	Total Charge
269	WED	05/26/2010	12:18PM	803-419-7775	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
270	WED	05/26/2010	12:21PM	803-782-4546	COLUMBIA SC	3	RM90	DT		0.00	0.00	0.00
271	WED	05/26/2010	12:24PM	803-351-9986	COLUMBIA SC	3	RM90	DT		0.00	0.00	0.00
272	WED	05/26/2010	12:26PM	803-794-3712	COLUMBIA SC	3	RM90	DT		0.00	0.00	0.00
273	WED	05/26/2010	1:13PM	803-420-4859	CAMDEN SC	4	MMEU	DT	M2MC	0.00	0.00	0.00
274	WED	05/26/2010	1:37PM	803-461-8749	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
275	WED	05/26/2010	3:29PM	803-420-4859	CAMDEN SC	2	MMEU	DT	M2MC	0.00	0.00	0.00
276	WED	05/26/2010	3:51PM	803-461-8749	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
277	WED	05/26/2010	3:52PM	803-622-2069	COLUMBIA SC	13	RM90	DT		0.00	0.00	0.00
278	THU	05/27/2010	10:48AM	803-521-4980	INCOMING CL	1	RM90	DT		0.00	0.00	0.00
279	THU	05/27/2010	11:04AM	803-794-3712	INCOMING CL	2	RM90	DT		0.00	0.00	0.00
280	THU	05/27/2010	11:18AM	803-420-4859	CAMDEN SC	2	MMEU	DT	M2MC	0.00	0.00	0.00
281	THU	05/27/2010	1:02PM	803-461-8749	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
282	THU	05/27/2010	1:03PM	803-794-3712	INCOMING CL	2	RM90	DT		0.00	0.00	0.00
283	THU	05/27/2010	2:00PM	843-472-8010	INCOMING CL	42	MMEU	DT	M2MC	0.00	0.00	0.00
284	THU	05/27/2010	4:48PM	803-218-9194	SPGFLDSAL SC	1	RM90	DT		0.00	0.00	0.00
285	THU	05/27/2010	4:48PM	866-693-8310	Toll Free CL	3	RM90	DT		0.00	0.00	0.00
286	THU	05/27/2010	4:52PM	803-312-3820	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
287	THU	05/27/2010	5:53PM	919-604-1938	RALEIGH NC	2	MMEU	DT	M2MC	0.00	0.00	0.00
288	THU	05/27/2010	7:30PM	919-604-1938	INCOMING CL	3	MMEU	DT	M2MC	0.00	0.00	0.00
289	SAT	05/29/2010	11:54AM	617-212-6814	BOSTON MA	1	MMEU	NW	M2MC	0.00	0.00	0.00
290	SUN	05/30/2010	1:43PM	803-609-4420	INCOMING CL	2	UNW9	NW		0.00	0.00	0.00
291	MON	05/31/2010	8:37AM	920-743-3129	STURGEONBA WI	5	RM90	DT		0.00	0.00	0.00
292	MON	05/31/2010	1:47PM	843-472-8010	FLORENCE SC	1	MMEU	DT	M2MC	0.00	0.00	0.00
293	TUE	06/01/2010	9:51AM	843-472-8010	INCOMING CL	1	MMEU	DT	M2MC	0.00	0.00	0.00
294	TUE	06/01/2010	10:13AM	843-472-8010	FLORENCE SC	30	MMEU	DT	M2MC	0.00	0.00	0.00
295	TUE	06/01/2010	5:07PM	866-359-8253	Toll Free CL	1	RM90	DT		0.00	0.00	0.00
296	TUE	06/01/2010	7:50PM	843-472-8010	FLORENCE SC	2	MMEU	DT	M2MC	0.00	0.00	0.00
297	TUE	06/01/2010	7:51PM	843-472-8010	CALL WAIT	8	MMEU	DT	M2MC	0.00	0.00	0.00
298	TUE	06/01/2010	8:00PM	803-622-2069	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
299	TUE	06/01/2010	8:03PM	803-622-2069	INCOMING CL	13	RM90	DT		0.00	0.00	0.00
300	TUE	06/01/2010	9:01PM	803-269-8873	COLUMBIA SC	1	UNW9	NW		0.00	0.00	0.00
301	TUE	06/01/2010	9:05PM	803-549-6832	CAMDEN SC	1	MMEU	NW	M2MC	0.00	0.00	0.00
302	TUE	06/01/2010	9:21PM	803-269-8873	INCOMING CL	26	UNW9	NW		0.00	0.00	0.00
303	WED	06/02/2010	8:18AM	803-786-4978	COLUMBIA SC	5	RM90	DT		0.00	0.00	0.00
304	WED	06/02/2010	8:41AM	803-461-8749	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
305	WED	06/02/2010	8:54AM	803-461-8749	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
306	WED	06/02/2010	10:14AM	803-404-5400	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
307	WED	06/02/2010	11:40AM	803-420-4859	INCOMING CL	2	MMEU	DT	M2MC	0.00	0.00	0.00
308	WED	06/02/2010	1:12PM	803-420-4859	CAMDEN SC	2	MMEU	DT	M2MC	0.00	0.00	0.00
309	WED	06/02/2010	1:14PM	843-472-8010	FLORENCE SC	6	MMEU	DT	M2MC	0.00	0.00	0.00
310	WED	06/02/2010	1:32PM	803-420-4859	CAMDEN SC	1	MMEU	DT	M2MC	0.00	0.00	0.00
311	WED	06/02/2010	1:33PM	803-794-3712	INCOMING CL	4	RM90	DT		0.00	0.00	0.00
312	WED	06/02/2010	1:36PM	803-794-3712	COLUMBIA SC	1	RM90	DT		0.00	0.00	0.00
313	WED	06/02/2010	1:39PM	803-794-3712	INCOMING CL	10	RM90	DT		0.00	0.00	0.00
314	WED	06/02/2010	3:41PM	803-461-8749	COLUMBIA SC	2	RM90	DT		0.00	0.00	0.00
315	WED	06/02/2010	3:48PM	803-461-8749	COLUMBIA SC	3	RM90	DT		0.00	0.00	0.00
316	WED	06/02/2010	4:41PM	802-698-8579	WH RIV JC VT	3	RM90	DT		0.00	0.00	0.00
317	WED	06/02/2010	9:58PM	617-470-3513	BOSTON MA	1	MMEU	NW	M2MC	0.00	0.00	0.00
Totals						1685				0.00	0.00	0.00

17003 170201

803-441-4959

The Name: CHAD GUNNLAUGSSON

Rate Code: CMBI=Data Unlimited, MSG6=PHONE MSG 1500

Rate Period (PD): AT=Anytime

Feature: GPRS=GPS \$0.00 rate APN002, SMH=IMB SMS \$0.05, MMH=IMB MMS \$0.05

Item	Day	Date	Time	To/From	Type	Msg/KB	Rate Code	Rate Pd	Feature	In/ Out	Total Charge
1	MON	05/03/2010	8:07AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
2	MON	05/03/2010	8:07AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
3	MON	05/03/2010	10:42AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
4	MON	05/03/2010	10:42AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
5	MON	05/03/2010	10:43AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
6	MON	05/03/2010	11:05AM	803-309-3060	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
7	MON	05/03/2010	1:21PM	803-309-3060	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
8	MON	05/03/2010	7:37PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
9	TUE	05/04/2010	7:56AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
10	TUE	05/04/2010	10:30AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
11	TUE	05/04/2010	10:41AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
12	TUE	05/04/2010	11:46AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
13	WED	05/05/2010	12:53PM	803-549-6832	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
14	WED	05/05/2010	12:54PM	803-549-6832	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
15	WED	05/05/2010	1:43PM	803-807-3025	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
16	WED	05/05/2010	1:45PM	803-807-3025	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
17	WED	05/05/2010	1:46PM	803-807-3025	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
18	WED	05/05/2010	1:48PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
19	WED	05/05/2010	1:50PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
20	WED	05/05/2010	1:51PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
21	FRI	05/07/2010	8:18PM	803-549-6832	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
22	FRI	05/07/2010	10:47PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
23	SAT	05/08/2010	3:53PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
24	SAT	05/08/2010	4:24PM	803-549-6832	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
25	SAT	05/08/2010	4:24PM	803-549-6832	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
26	SAT	05/08/2010	4:25PM	803-549-6832	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
27	SAT	05/08/2010	4:25PM	803-549-6832	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
28	SAT	05/08/2010	6:23PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
29	SAT	05/08/2010	6:23PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
30	SAT	05/08/2010	8:41PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
31	SAT	05/08/2010	8:42PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
32	MON	05/10/2010	11:04AM	803-622-9272	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
33	MON	05/10/2010	1:07PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
34	MON	05/10/2010	1:36PM	843-472-8010	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
35	TUE	05/11/2010	12:56PM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
36	TUE	05/11/2010	3:42PM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
37	TUE	05/11/2010	7:19PM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
38	TUE	05/11/2010	7:42PM	843-229-8593	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
39	TUE	05/11/2010	7:54PM	843-229-8593	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
40	TUE	05/11/2010	8:07PM	843-229-8593	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
41	WED	05/12/2010	8:46AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
42	WED	05/12/2010	8:47AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
43	WED	05/12/2010	8:47AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
44	WED	05/12/2010	2:33PM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
45	WED	05/12/2010	2:34PM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
46	WED	05/12/2010	2:47PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
47	WED	05/12/2010	2:51PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
48	WED	05/12/2010	2:59PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
49	WED	05/12/2010	3:06PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
50	WED	05/12/2010	3:29PM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
51	THU	05/13/2010	10:14AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
52	THU	05/13/2010	10:15AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
53	THU	05/13/2010	10:16AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
54	THU	05/13/2010	10:55AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
55	THU	05/13/2010	10:57AM	904-823-8823	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
56	THU	05/13/2010	10:58AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
57	THU	05/13/2010	10:59AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
58	THU	05/13/2010	10:59AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
59	THU	05/13/2010	11:43AM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
60	THU	05/13/2010	7:28PM	843-229-8593	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
61	THU	05/13/2010	7:28PM	843-229-8593	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00

SCENT 1579

DATE: 05/13/2010

803-441-4053

User Name: CHAD GUNNLAUGSSON

Rate Code: CMB1=Data Unlimited, MSG6=IPHONE MSG 1500

Rate Period (PD): AT=Anytime

Feature: GPRS=GPS \$0.00 rate APN002, SMS=IMB SMS \$0.05, MMS=IMB MMS \$0.05

Item	Day	Date	Time	To/From	Type	Msg/KB	Rate Code	Rate Pd	Feature	In/ Out	Total Charge
62	THU	05/13/2010	7:34PM	843-229-8593	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
63	THU	05/13/2010	8:12PM	843-229-8593	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
64	THU	05/13/2010	8:44PM	843-229-8593	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
65	FRI	05/14/2010	7:46AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
66	FRI	05/14/2010	8:55AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
67	FRI	05/14/2010	9:22AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
68	FRI	05/14/2010	9:22AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
69	FRI	05/14/2010	9:23AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
70	FRI	05/14/2010	9:23AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
71	FRI	05/14/2010	4:43PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
72	FRI	05/14/2010	5:49PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
73	FRI	05/14/2010	5:50PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
74	MON	05/17/2010	7:03AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
75	MON	05/17/2010	7:46AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
76	MON	05/17/2010	10:21AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
77	MON	05/17/2010	10:27AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
78	MON	05/17/2010	11:01AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
79	MON	05/17/2010	11:03AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
80	MON	05/17/2010	11:04AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
81	MON	05/17/2010	12:57PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
82	TUE	05/18/2010	11:42AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
83	TUE	05/18/2010	12:58PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
84	TUE	05/18/2010	3:07PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
85	TUE	05/18/2010	4:13PM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
86	TUE	05/18/2010	4:15PM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
87	TUE	05/18/2010	4:16PM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
88	TUE	05/18/2010	4:20PM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
89	TUE	05/18/2010	4:20PM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
90	TUE	05/18/2010	4:21PM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
91	TUE	05/18/2010	4:21PM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
92	TUE	05/18/2010	4:26PM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
93	WED	05/19/2010	10:35AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
94	WED	05/19/2010	10:35AM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
95	WED	05/19/2010	11:42AM	205-529-5449	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
96	WED	05/19/2010	11:42AM	205-529-5449	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
97	WED	05/19/2010	11:43AM	205-529-5449	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
98	WED	05/19/2010	11:45AM	205-529-5449	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
99	WED	05/19/2010	11:47AM	205-529-5449	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
100	WED	05/19/2010	11:50AM	205-529-5449	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
101	WED	05/19/2010	11:54AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
102	WED	05/19/2010	11:58AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
103	WED	05/19/2010	12:04PM	205-529-5449	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
104	WED	05/19/2010	12:19PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
105	WED	05/19/2010	12:20PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
106	WED	05/19/2010	5:52PM	803-609-4420	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
107	THU	05/20/2010	9:08AM	803-609-4420	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
108	FRI	05/21/2010	6:48AM	803-549-6832	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
109	FRI	05/21/2010	6:54AM	803-549-6832	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
110	FRI	05/21/2010	10:59AM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
111	FRI	05/21/2010	10:59AM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
112	FRI	05/21/2010	12:18PM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
113	FRI	05/21/2010	12:18PM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
114	FRI	05/21/2010	12:19PM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
115	FRI	05/21/2010	7:17PM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
116	FRI	05/21/2010	10:00PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
117	FRI	05/21/2010	10:02PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
118	MON	05/24/2010	7:36AM	803-549-6832	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
119	MON	05/24/2010	12:07PM	803-549-6832	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
120	MON	05/24/2010	12:38PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
121	TUE	05/25/2010	7:47AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
122	TUE	05/25/2010	7:49AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00

SCENT 1580

LPRE-IPRE

893-441-4073

User Name: CHAD GUNLAUGSSON

Rate Code: CMB1=Data Unlimited, MSG6=IPHONE MSG 1500

Rate Period (PD): AT=Anytime

Feature: GPRR=GPRS \$0.00 rate APN002, SMH=IMB SMS \$0.05, MMH=IMB MMS \$0.05

Item	Day	Date	Time	To/From	Type	Msg/KB	Rate Code	Rate Pd	Feature	In/Out	Total Charge
123	TUE	05/25/2010	8:10AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
124	TUE	05/25/2010	10:20AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
125	TUE	05/25/2010	10:21AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
126	TUE	05/25/2010	1:45PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
127	TUE	05/25/2010	2:36PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
128	TUE	05/25/2010	2:37PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
129	WED	05/26/2010	9:07AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
130	WED	05/26/2010	9:07AM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
131	WED	05/26/2010	2:13PM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
132	WED	05/26/2010	2:14PM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
133	WED	05/26/2010	3:31PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
134	WED	05/26/2010	3:50PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
135	WED	05/26/2010	8:38PM	803-361-1966	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
136	WED	05/26/2010	9:25PM	803-361-1966	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
137	THU	05/27/2010	4:16PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
138	THU	05/27/2010	4:18PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
139	SAT	05/29/2010	9:13PM	803-269-8873	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
140	SAT	05/29/2010	10:18PM	803-269-8873	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
141	SAT	05/29/2010	10:19PM	803-269-8873	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
142	SAT	05/29/2010	10:43PM	803-269-8873	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
143	SAT	05/29/2010	10:54PM	803-269-8873	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
144	SAT	05/29/2010	11:01PM	803-269-8873	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
145	SAT	05/29/2010	11:02PM	803-269-8873	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
146	SUN	05/30/2010	2:48PM	803-600-5842	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
147	SUN	05/30/2010	2:48PM	803-600-5842	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
148	SUN	05/30/2010	2:51PM	803-600-5842	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
149	MON	05/31/2010	10:25PM	443-610-2944	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	In	0.00
150	TUE	06/01/2010	1:48PM	803-361-1966	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
151	TUE	06/01/2010	2:07PM	803-361-1966	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
152	TUE	06/01/2010	5:04PM	803-361-1966	Text Message	1 Msg	MSG6	AT	SMH	In	0.00
153	TUE	06/01/2010	5:08PM	803-361-1966	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
154	TUE	06/01/2010	8:02PM	803-622-2069	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
155	TUE	06/01/2010	9:02PM	803-269-8873	Text Message	1 Msg	MSG6	AT	SMH	Out	0.00
156	WED	06/02/2010	11:21AM	803-420-4859	MTM TEXT MESSAGE	1 Msg	MSG6	AT	SMH	Out	0.00
Subtotal of Msg's						156 Msg					0.00
157	SUN	05/02/2010	2:51AM	Data Transfer	Data	37 KB	CMB1	AT	GPRR	Out	0.00
158	MON	05/03/2010	2:51AM	Data Transfer	Data	2,439 KB	CMB1	AT	GPRR	Out	0.00
159	TUE	05/04/2010	12:49AM	Data Transfer	Data	9 KB	CMB1	AT	GPRR	Out	0.00
160	TUE	05/04/2010	2:49AM	Data Transfer	Data	1,120 KB	CMB1	AT	GPRR	Out	0.00
161	WED	05/05/2010	2:49AM	Data Transfer	Data	1,643 KB	CMB1	AT	GPRR	Out	0.00
162	WED	05/05/2010	12:26PM	Data Transfer	Data	784 KB	CMB1	AT	GPRR	Out	0.00
163	THU	05/06/2010	2:43AM	Data Transfer	Data	3,345 KB	CMB1	AT	GPRR	Out	0.00
164	FRI	05/07/2010	2:10AM	Data Transfer	Data	2,883 KB	CMB1	AT	GPRR	Out	0.00
165	SAT	05/08/2010	2:10AM	Data Transfer	Data	94 KB	CMB1	AT	GPRR	Out	0.00
166	SUN	05/09/2010	2:10AM	Data Transfer	Data	124 KB	CMB1	AT	GPRR	Out	0.00
167	MON	05/10/2010	2:10AM	Data Transfer	Data	2,749 KB	CMB1	AT	GPRR	Out	0.00
168	TUE	05/11/2010	2:10AM	Data Transfer	Data	392 KB	CMB1	AT	GPRR	Out	0.00
169	WED	05/12/2010	2:10AM	Data Transfer	Data	12 KB	CMB1	AT	GPRR	Out	0.00
170	WED	05/12/2010	10:13AM	Data Transfer	Data	8 KB	CMB1	AT	GPRR	Out	0.00
171	WED	05/12/2010	11:11AM	Data Transfer	Data	2,673 KB	CMB1	AT	GPRR	Out	0.00
172	WED	05/12/2010	2:34PM	Data Transfer	Data	42 KB	CMB1	AT	GPRR	Out	0.00
173	WED	05/12/2010	4:41PM	Data Transfer	Data	75 KB	CMB1	AT	GPRR	Out	0.00
174	THU	05/13/2010	2:11AM	Data Transfer	Data	713 KB	CMB1	AT	GPRR	Out	0.00
175	THU	05/13/2010	8:11PM	Data Transfer	Data	23 KB	CMB1	AT	GPRR	Out	0.00
176	FRI	05/14/2010	2:11AM	Data Transfer	Data	14 KB	CMB1	AT	GPRR	Out	0.00
177	FRI	05/14/2010	8:34AM	Data Transfer	Data	651 KB	CMB1	AT	GPRR	Out	0.00
178	SAT	05/15/2010	2:34AM	Data Transfer	Data	47 KB	CMB1	AT	GPRR	Out	0.00
179	SUN	05/16/2010	2:04AM	Data Transfer	Data	45 KB	CMB1	AT	GPRR	Out	0.00
180	MON	05/17/2010	2:04AM	Data Transfer	Data	7,467 KB	CMB1	AT	GPRR	Out	0.00
181	TUE	05/18/2010	2:33AM	Data Transfer	Data	6,157 KB	CMB1	AT	GPRR	Out	0.00

SCENT 1581

DATA DETAIL

003-441-4073

Usage Name: CHAD GUNNLAUGSSON

Rate Code: CMB1=Data Unlimited, MSG6=IPHONE MSG 1506

Rate Period (PD): AT=Anytime

Feature: GPRR=GPRS \$0.00 rate APN002, SMH=1MB SMS \$0.05, MMH=1MB MMS \$0.05

Item	Day	Date	Time	To/From	Type	Msg/KB	Rate Code	Rate Pd	Feature	In/ Out	Total Charge
182	WED	05/19/2010	1:31AM	Data Transfer	Data	3 KB	CMB1	AT	GPRR	Out	0.00
183	WED	05/19/2010	4:31AM	Data Transfer	Data	11 KB	CMB1	AT	GPRR	Out	0.00
184	WED	05/19/2010	8:53AM	Data Transfer	Data	1 KB	CMB1	AT	GPRR	Out	0.00
185	WED	05/19/2010	10:34AM	Data Transfer	Data	1,036 KB	CMB1	AT	GPRR	Out	0.00
186	THU	05/20/2010	2:17AM	Data Transfer	Data	702 KB	CMB1	AT	GPRR	Out	0.00
187	FRI	05/21/2010	2:19AM	Data Transfer	Data	571 KB	CMB1	AT	GPRR	Out	0.00
188	SAT	05/22/2010	2:19AM	Data Transfer	Data	153 KB	CMB1	AT	GPRR	Out	0.00
189	SUN	05/23/2010	2:19AM	Data Transfer	Data	154 KB	CMB1	AT	GPRR	Out	0.00
190	MON	05/24/2010	2:19AM	Data Transfer	Data	483 KB	CMB1	AT	GPRR	Out	0.00
191	TUE	05/25/2010	2:04AM	Data Transfer	Data	806 KB	CMB1	AT	GPRR	Out	0.00
192	WED	05/26/2010	2:17AM	Data Transfer	Data	723 KB	CMB1	AT	GPRR	Out	0.00
193	THU	05/27/2010	2:17AM	Data Transfer	Data	839 KB	CMB1	AT	GPRR	Out	0.00
194	FRI	05/28/2010	2:34AM	Data Transfer	Data	148 KB	CMB1	AT	GPRR	Out	0.00
195	SAT	05/29/2010	2:54AM	Data Transfer	Data	4,826 KB	CMB1	AT	GPRR	Out	0.00
196	SAT	05/29/2010	7:59PM	Data Transfer	Data	109 KB	CMB1	AT	GPRR	Out	0.00
197	SAT	05/29/2010	9:55PM	Data Transfer	Data	22 KB	CMB1	AT	GPRR	Out	0.00
198	SAT	05/29/2010	10:18PM	Data Transfer	Data	52 KB	CMB1	AT	GPRR	Out	0.00
199	SUN	05/30/2010	2:48AM	Data Transfer	Data	242 KB	CMB1	AT	GPRR	Out	0.00
200	SUN	05/30/2010	10:22AM	Data Transfer	Data	19 KB	CMB1	AT	GPRR	Out	0.00
201	SUN	05/30/2010	1:43PM	Data Transfer	Data	161 KB	CMB1	AT	GPRR	Out	0.00
202	SUN	05/30/2010	9:42PM	Data Transfer	Data	32 KB	CMB1	AT	GPRR	Out	0.00
203	MON	05/31/2010	2:42AM	Data Transfer	Data	78 KB	CMB1	AT	GPRR	Out	0.00
204	TUE	06/01/2010	12:19AM	Data Transfer	Data	12 KB	CMB1	AT	GPRR	Out	0.00
205	TUE	06/01/2010	2:19AM	Data Transfer	Data	1,201 KB	CMB1	AT	GPRR	Out	0.00
206	TUE	06/01/2010	3:04PM	Data Transfer	Data	2,820 KB	CMB1	AT	GPRR	Out	0.00
Subtotal of KB's						48,755 KB					0.00
207	THU	05/13/2010	11:42AM	443-610-2944	Multimedia Messa	1 Msg	MSG6	AT	MMH	In	0.00
208	TUE	05/18/2010	12:41PM	803-607-7794	Multimedia Messa	1 Msg	MSG6	AT	MMH	In	0.00
209	MON	05/31/2010	7:50PM	443-610-2944	Multimedia Messa	1 Msg	MSG6	AT	MMH	In	0.00
210	MON	05/31/2010	8:59PM	443-610-2944	Multimedia Messa	1 Msg	MSG6	AT	MMH	Out	0.00
Subtotal for MMS Msg's						4 Msg					0.00
Totals											0.00

LOAN TO AMY PUCHALSKI FROM DR VIDRINE FOR EQUITY

Compound Period : Monthly

Nominal Annual Rate : 4.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	09/01/2010	1,201,059.00	1		
2 Payment	10/01/2010	11,000.00	135	Monthly	12/01/2021
3 Payment	01/01/2022	10,703.22	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	09/01/2010				1,201,059.00
1	10/01/2010	11,000.00	4,003.53	6,996.47	1,194,062.53
2	11/01/2010	11,000.00	3,980.21	7,019.79	1,187,042.74
3	12/01/2010	11,000.00	3,956.81	7,043.19	1,179,999.55
2010 Totals		33,000.00	11,940.55	21,059.45	
4	01/01/2011	11,000.00	3,933.33	7,066.67	1,172,932.88
5	02/01/2011	11,000.00	3,909.78	7,090.22	1,165,842.66
6	03/01/2011	11,000.00	3,886.14	7,113.86	1,158,728.80
7	04/01/2011	11,000.00	3,862.43	7,137.57	1,151,591.23
8	05/01/2011	11,000.00	3,838.64	7,161.36	1,144,429.87
9	06/01/2011	11,000.00	3,814.77	7,185.23	1,137,244.64
10	07/01/2011	11,000.00	3,790.82	7,209.18	1,130,035.46
11	08/01/2011	11,000.00	3,766.78	7,233.22	1,122,802.24
12	09/01/2011	11,000.00	3,742.67	7,257.33	1,115,544.91
13	10/01/2011	11,000.00	3,718.48	7,281.52	1,108,263.39
14	11/01/2011	11,000.00	3,694.21	7,305.79	1,100,957.60
15	12/01/2011	11,000.00	3,669.86	7,330.14	1,093,627.46
2011 Totals		132,000.00	45,627.91	86,372.09	
16	01/01/2012	11,000.00	3,645.42	7,354.58	1,086,272.88
17	02/01/2012	11,000.00	3,620.91	7,379.09	1,078,893.79
18	03/01/2012	11,000.00	3,596.31	7,403.69	1,071,490.10
19	04/01/2012	11,000.00	3,571.63	7,428.37	1,064,061.73
20	05/01/2012	11,000.00	3,546.87	7,453.13	1,056,608.60
21	06/01/2012	11,000.00	3,522.03	7,477.97	1,049,130.63
22	07/01/2012	11,000.00	3,497.10	7,502.90	1,041,627.73
23	08/01/2012	11,000.00	3,472.09	7,527.91	1,034,099.82
24	09/01/2012	11,000.00	3,447.00	7,553.00	1,026,546.82
25	10/01/2012	11,000.00	3,421.82	7,578.18	1,018,968.64
26	11/01/2012	11,000.00	3,396.56	7,603.44	1,011,365.20
27	12/01/2012	11,000.00	3,371.22	7,628.78	1,003,736.42
2012 Totals		132,000.00	42,108.96	89,891.04	
28	01/01/2013	11,000.00	3,345.79	7,654.21	996,082.21

SCENT 0051

LOAN TO AMY PUCHALSKI FROM DR VIDRINE FOR EQUITY

	Date	Payment	Interest	Principal	Balance
29	02/01/2013	11,000.00	3,320.27	7,679.73	988,402.48
30	03/01/2013	11,000.00	3,294.67	7,705.33	980,697.15
31	04/01/2013	11,000.00	3,268.99	7,731.01	972,966.14
32	05/01/2013	11,000.00	3,243.22	7,756.78	965,209.36
33	06/01/2013	11,000.00	3,217.36	7,782.64	957,426.72
34	07/01/2013	11,000.00	3,191.42	7,808.58	949,618.14
35	08/01/2013	11,000.00	3,165.39	7,834.61	941,783.53
36	09/01/2013	11,000.00	3,139.28	7,860.72	933,922.81
37	10/01/2013	11,000.00	3,113.08	7,886.92	926,035.89
38	11/01/2013	11,000.00	3,086.79	7,913.21	918,122.68
39	12/01/2013	11,000.00	3,060.41	7,939.59	910,183.09
2013 Totals		132,000.00	38,446.67	93,553.33	
40	01/01/2014	11,000.00	3,033.94	7,966.06	902,217.03
41	02/01/2014	11,000.00	3,007.39	7,992.61	894,224.42
42	03/01/2014	11,000.00	2,980.75	8,019.25	886,205.17
43	04/01/2014	11,000.00	2,954.02	8,045.98	878,159.19
44	05/01/2014	11,000.00	2,927.20	8,072.80	870,086.39
45	06/01/2014	11,000.00	2,900.29	8,099.71	861,986.68
46	07/01/2014	11,000.00	2,873.29	8,126.71	853,859.97
47	08/01/2014	11,000.00	2,846.20	8,153.80	845,706.17
48	09/01/2014	11,000.00	2,819.02	8,180.98	837,525.19
49	10/01/2014	11,000.00	2,791.75	8,208.25	829,316.94
50	11/01/2014	11,000.00	2,764.39	8,235.61	821,081.33
51	12/01/2014	11,000.00	2,736.94	8,263.06	812,818.27
2014 Totals		132,000.00	34,635.18	97,364.82	
52	01/01/2015	11,000.00	2,709.39	8,290.61	804,527.66
53	02/01/2015	11,000.00	2,681.76	8,318.24	796,209.42
54	03/01/2015	11,000.00	2,654.03	8,345.97	787,863.45
55	04/01/2015	11,000.00	2,626.21	8,373.79	779,489.66
56	05/01/2015	11,000.00	2,598.30	8,401.70	771,087.96
57	06/01/2015	11,000.00	2,570.29	8,429.71	762,658.25
58	07/01/2015	11,000.00	2,542.19	8,457.81	754,200.44
59	08/01/2015	11,000.00	2,514.00	8,486.00	745,714.44
60	09/01/2015	11,000.00	2,485.71	8,514.29	737,200.15
61	10/01/2015	11,000.00	2,457.33	8,542.67	728,657.48
62	11/01/2015	11,000.00	2,428.86	8,571.14	720,086.34
63	12/01/2015	11,000.00	2,400.29	8,599.71	711,486.63
2015 Totals		132,000.00	30,668.36	101,331.64	
64	01/01/2016	11,000.00	2,371.62	8,628.38	702,858.25
65	02/01/2016	11,000.00	2,342.86	8,657.14	694,201.11
66	03/01/2016	11,000.00	2,314.00	8,686.00	685,515.11
67	04/01/2016	11,000.00	2,285.05	8,714.95	676,800.16
68	05/01/2016	11,000.00	2,256.00	8,744.00	668,056.16
69	06/01/2016	11,000.00	2,226.85	8,773.15	659,283.01
70	07/01/2016	11,000.00	2,197.61	8,802.39	650,480.62
71	08/01/2016	11,000.00	2,168.27	8,831.73	641,648.89

SCENT 0052

LOAN TO AMY PUCHALSKI FROM DR VIDRINE FOR EQUITY

	Date	Payment	Interest	Principal	Balance
72	09/01/2016	11,000.00	2,138.83	8,861.17	632,787.72
73	10/01/2016	11,000.00	2,109.29	8,890.71	623,897.01
74	11/01/2016	11,000.00	2,079.66	8,920.34	614,976.67
75	12/01/2016	11,000.00	2,049.92	8,950.08	606,026.59
2016 Totals		132,000.00	26,539.96	105,460.04	
76	01/01/2017	11,000.00	2,020.09	8,979.91	597,046.68
77	02/01/2017	11,000.00	1,990.16	9,009.84	588,036.84
78	03/01/2017	11,000.00	1,960.12	9,039.88	578,996.96
79	04/01/2017	11,000.00	1,929.99	9,070.01	569,926.95
80	05/01/2017	11,000.00	1,899.76	9,100.24	560,826.71
81	06/01/2017	11,000.00	1,869.42	9,130.58	551,696.13
82	07/01/2017	11,000.00	1,838.99	9,161.01	542,535.12
83	08/01/2017	11,000.00	1,808.45	9,191.55	533,343.57
84	09/01/2017	11,000.00	1,777.81	9,222.19	524,121.38
85	10/01/2017	11,000.00	1,747.07	9,252.93	514,868.45
86	11/01/2017	11,000.00	1,716.23	9,283.77	505,584.68
87	12/01/2017	11,000.00	1,685.28	9,314.72	496,269.96
2017 Totals		132,000.00	22,243.37	109,756.63	
88	01/01/2018	11,000.00	1,654.23	9,345.77	486,924.19
89	02/01/2018	11,000.00	1,623.08	9,376.92	477,547.27
90	03/01/2018	11,000.00	1,591.82	9,408.18	468,139.09
91	04/01/2018	11,000.00	1,560.46	9,439.54	458,699.55
92	05/01/2018	11,000.00	1,529.00	9,471.00	449,228.55
93	06/01/2018	11,000.00	1,497.43	9,502.57	439,725.98
94	07/01/2018	11,000.00	1,465.75	9,534.25	430,191.73
95	08/01/2018	11,000.00	1,433.97	9,566.03	420,625.70
96	09/01/2018	11,000.00	1,402.09	9,597.91	411,027.79
97	10/01/2018	11,000.00	1,370.09	9,629.91	401,397.88
98	11/01/2018	11,000.00	1,337.99	9,662.01	391,735.87
99	12/01/2018	11,000.00	1,305.79	9,694.21	382,041.66
2018 Totals		132,000.00	17,771.70	114,228.30	
100	01/01/2019	11,000.00	1,273.47	9,726.53	372,315.13
101	02/01/2019	11,000.00	1,241.05	9,758.95	362,556.18
102	03/01/2019	11,000.00	1,208.52	9,791.48	352,764.70
103	04/01/2019	11,000.00	1,175.88	9,824.12	342,940.58
104	05/01/2019	11,000.00	1,143.14	9,856.86	333,083.72
105	06/01/2019	11,000.00	1,110.28	9,889.72	323,194.00
106	07/01/2019	11,000.00	1,077.31	9,922.69	313,271.31
107	08/01/2019	11,000.00	1,044.24	9,955.76	303,315.55
108	09/01/2019	11,000.00	1,011.05	9,988.95	293,326.60
109	10/01/2019	11,000.00	977.76	10,022.24	283,304.36
110	11/01/2019	11,000.00	944.35	10,055.65	273,248.71
111	12/01/2019	11,000.00	910.83	10,089.17	263,159.54
2019 Totals		132,000.00	13,117.88	118,882.12	
112	01/01/2020	11,000.00	877.20	10,122.80	253,036.74

SCENT 0053

LOAN TO AMY PUCHALSKI FROM DR VIDRINE FOR EQUITY

	Date	Payment	Interest	Principal	Balance
113	02/01/2020	11,000.00	843.46	10,156.54	242,880.20
114	03/01/2020	11,000.00	809.60	10,190.40	232,689.80
115	04/01/2020	11,000.00	775.63	10,224.37	222,465.43
116	05/01/2020	11,000.00	741.55	10,258.45	212,206.98
117	06/01/2020	11,000.00	707.36	10,292.64	201,914.34
118	07/01/2020	11,000.00	673.05	10,326.95	191,587.39
119	08/01/2020	11,000.00	638.62	10,361.38	181,226.01
120	09/01/2020	11,000.00	604.09	10,395.91	170,830.10
121	10/01/2020	11,000.00	569.43	10,430.57	160,399.53
122	11/01/2020	11,000.00	534.67	10,465.33	149,934.20
123	12/01/2020	11,000.00	499.78	10,500.22	139,433.98
2020 Totals		132,000.00	8,274.44	123,725.56	
124	01/01/2021	11,000.00	464.78	10,535.22	128,898.76
125	02/01/2021	11,000.00	429.66	10,570.34	118,328.42
126	03/01/2021	11,000.00	394.43	10,605.57	107,722.85
127	04/01/2021	11,000.00	359.08	10,640.92	97,081.93
128	05/01/2021	11,000.00	323.61	10,676.39	86,405.54
129	06/01/2021	11,000.00	288.02	10,711.98	75,693.56
130	07/01/2021	11,000.00	252.31	10,747.69	64,945.87
131	08/01/2021	11,000.00	216.49	10,783.51	54,162.36
132	09/01/2021	11,000.00	180.54	10,819.46	43,342.90
133	10/01/2021	11,000.00	144.48	10,855.52	32,487.38
134	11/01/2021	11,000.00	108.29	10,891.71	21,595.67
135	12/01/2021	11,000.00	71.99	10,928.01	10,667.66
2021 Totals		132,000.00	3,233.68	128,766.32	
136	01/01/2022	10,703.22	35.56	10,667.66	0.00
2022 Totals		10,703.22	35.56	10,667.66	
Grand Totals		1,495,703.22	294,644.22	1,201,059.00	

SCENT 0054

SCENT LAND HOLDINGS, LLC 1165 HIGHWAY 1 SOUTH, SUITE 300 LUGOFF, SC 29078 BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	FIRST PALMETTO SAVINGS BANK, FSB 407 DEKALB STREET CAMDEN, SC 29020 LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	Loan Number <u> </u> Date <u>05-05-2010</u> Maturity Date <u>05-05-2015</u> Loan Amount \$ <u>1,786,316.00</u> Renewal Of <u> </u>
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For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of ONE MILLION SEVEN HUNDRED NINETY SIX THOUSAND THREE HUNDRED SIXTEEN AND NO/100 Dollars \$ 1,786,316.00

☐ Single Advance: I will receive all of this principal sum on . No additional advances are contemplated under this note.

☒ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On 05-05-2010

I will receive the amount of \$ 325,000.00 and future principal advances are contemplated.

Conditions: The conditions for future advances are PROCEEDS TO BE ADVANCED AS AUTHORIZED BY FIRST PALMETTO SAVINGS BANK, FSB

☐ Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on

☒ Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from 05-05-2010 at the rate of 5.950% per year until 05-05-2015

☐ Variable Rate: This rate may then change as stated below.

☐ Index Rate: The future rate will be the following index rate:

☐ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ Frequency and Timing: The rate on this note may change as often as

A change in the interest rate will take effect

☐ Limitations: During the term of this loan, the applicable annual interest rate will not be more than % or less than %. The rate may not change more than % each

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change.

☐ The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a ACTUAL/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to

☒ LATE CHARGE: If a payment is not made within 10 days after it is due, I agree to pay a late charge of 5.000% OF THE PAYMENT AMOUNT

☒ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above:

PAYMENTS: I agree to pay this note as follows:

MONTHLY PAYMENTS OF ACCRUED INTEREST CALCULATED ON THE AMOUNT OF CREDIT OUTSTANDING BEGINNING ON 06-05-2010, FOLLOWED BY 47 MONTHLY PAYMENTS OF \$10,814.41 BEGINNING 06-05-2011, AND A FINAL PAYMENT OF \$1,710,986.97 ON 05-05-2015.

ADDITIONAL TERMS:

☒ SECURITY: This note is separately secured by (describe separate document by type and date): MORTGAGE DATED 5-5-2010, ASSIGNMENT OF LEASES AND RENTS DATED 5-5-2010, SECURITY AGREEMENT DATED 5-5-2010, CONTROL AGREEMENT DATED 2-17-2010

(This section is for your internal use. Failure to file a separate security document does not mean the agreement will not secure this note.)

PURPOSE: The purpose of this loan is ESTABLISH CONSTRUCTION LOAN

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

SCENT LAND HOLDINGS, LLC

 ROBERT PUCHALSKI, MANAGER

Signature for Lender:

 WALTER LONG, VICE PRESIDENT

SOUTH CAROLINA - UNIVERSAL NOTE

© 1984, 1991 Bankers Systems, Inc., St. Cloud, MN Form UN-SC 3/7/2002

SCENT 1200

3252

Plaintiffs' Ex 0192.001

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN: 1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.				
		6. FILE NUMBER: 0228408		7. LOAN NUMBER:		
		8. MORTGAGE INS CASE NUMBER:				
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 10 308 (0228-408, p.10/0228-408/33)						
D. NAME AND ADDRESS OF BORROWER: SCENT Land Holdings, LLC 1165 Highway 1 South Lugoff, SC 29078		E. NAME AND ADDRESS OF SELLER: 		F. NAME AND ADDRESS OF LENDER: First Palmetto Savings Bank, FSB P O Box 861 Camden, SC 29021		
G. PROPERTY LOCATION: 2 acres off US Hwy 601 Lugoff, SC 29078 Kershaw County, South Carolina		H. SETTLEMENT AGENT: 57-0399929 Savage, Royall & Sheheen, L.L.P. PLACE OF SETTLEMENT PO Drawer 10, 1111 Church St. Camden, SC 29020			I. SETTLEMENT DATE: May 5, 2010	
J. SUMMARY OF BORROWER'S TRANSACTION				K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER:				400. GROSS AMOUNT DUE TO SELLER:		
101. Contract Sales Price				401. Contract Sales Price		
102. Personal Property				402. Personal Property		
103. Settlement Charges to Borrower (Line 1400) 5,701.12				403.		
104. Payoff Mortgage to First Palmetto Savings Bank, FS 122,143.00				404.		
105. Payoff Mortgage to First Palmetto Savings Bank, FS 199,243.63				405.		
Adjustments For Items Paid By Seller in advance				Adjustments For Items Paid By Seller in advance		
106. City/Town Taxes to				406. City/Town Taxes to		
107. County Taxes to				407. County Taxes to		
108. Assessments to				408. Assessments to		
109.				409.		
110.				410.		
111.				411.		
112.				412.		
120. GROSS AMOUNT DUE FROM BORROWER 327,087.75				420. GROSS AMOUNT DUE TO SELLER		
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:				500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
201. Deposit or earnest money				501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s) 1,786,316.00				502. Settlement Charges to Seller (Line 1400)		
203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to		
204.				504. Payoff of first Mortgage		
205.				505. Payoff of second Mortgage		
206.				506.		
207. Construction Draw 325,000.00				507.		
208.				508.		
209.				509.		
Adjustments For Items Unpaid By Seller				Adjustments For Items Unpaid By Seller		
210. City/Town Taxes to				510. City/Town Taxes to		
211. County Taxes to				511. County Taxes to		
212. Assessments to				512. Assessments to		
213.				513.		
214.				514.		
215.				515.		
216.				516.		
217.				517.		
218.				518.		
219.				519.		
220. TOTAL PAID BY/FOR BORROWER 325,000.00				520. TOTAL REDUCTION AMOUNT DUE SELLER		
300. CASH AT SETTLEMENT FROM/TO BORROWER:				600. CASH AT SETTLEMENT TO/FROM SELLER:		
301. Gross Amount Due From Borrower (Line 120) 327,087.75				601. Gross Amount Due To Seller (Line 420)		
302. Less Amount Paid By/For Borrower (Line 220) (325,000.00)				602. Less Reductions Due Seller (Line 520)		
303. CASH (X FROM) (TO) BORROWER 2,087.75				603. CASH (TO) (FROM) SELLER 0.00		

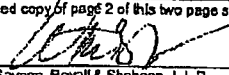
HUD-1 (3-85) RESPA H4A/N4-9

SCENT 1187

L. SETTLEMENT CHARGES						Page:
700. TOTAL COMMISSION Based on Price						
Division of Commission (line 700) as Follows:						
701 \$	to					
702 \$	to					
703. Commission Paid at Settlement						
704.	to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801. Loan Origination Fee	0.0835 %	to	First Palmetto Savings Bank, FSB		1,500.00	
802. Loan Discount	%	to				
803. Appraisal Fee		to				
804. Credit Report		to				
805. Lender's Inspection Fee		to				
806. Mortgage Ins. App. Fee		to				
807. Assumption Fee		to				
808.						
809.						
810.						
811.						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901. Interest From	05/05/10	to	06/01/10	@ \$	day (27 days %)	
902. Mortgage Insurance Premium for	months	to				
903. Hazard Insurance Premium for	1.0 years	to				
904.						
905.						
1000. RESERVES DEPOSITED WITH LENDER						
1001. Hazard Insurance	months @ \$		per month			
1002. Mortgage Insurance	months @ \$		per month			
1003. City/Town Taxes	months @ \$		per month			
1004. County Taxes	months @ \$		per month			
1005. Assessments	months @ \$		per month			
1006.	months @ \$		per month			
1007.	months @ \$		per month			
1008.	months @ \$		per month			
1100. TITLE CHARGES						
1101. Settlement or Closing Fee		to				
1102. Abstract or Title Search		to				
1103. Title Examination		to	Savage, Royall & Sheheen, L.L.P.		150.00	
1104. Title Insurance Binder		to				
1105. Document Preparation		to				
1106. Notary Fees		to				
1107. Attorney's Fees		to	Savage, Royall & Sheheen, L.L.P.		600.00	
(includes above item numbers:)						
1108. Title Insurance		to	Wateres Abstract Company		3,312.12	
(includes above item numbers:)						
1109. Lender's Coverage	\$	1,796,316.00		3,312.12	Reissue	
1110. Owner's Coverage	\$	2,200,000.00				
1111. Title Binder		to	Wateres Abstract Company		100.00	
1112.						
1113.						
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201. Recording Fees: Deed \$		Mortgage \$	15.00;	Releases \$	10.00	25.00
1202. City/County Tax/Stamp: Deed			Mortgage			
1203. State Tax/Stamp: Revenue Stamp			Mortgage			
1204. Record Assignment/Leases/Rents		to	Kershaw County Register of Deeds		14.00	
1205.						
1300. ADDITIONAL SETTLEMENT CHARGES						
1301. Survey		to				
1302. Pest Inspection		to				
1303.						
1304.						
1305.						
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)						5,701.12

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy.


Savage, Royall & Sheheen, L.L.P.
Settlement Agent

(0228408 / 0228408 / SS)

SCENT 1188

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

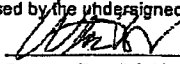
Borrower: SCENT Land Holdings, LLC
Lender: First Palmetto Savings Bank, FSB
Settlement Agent: Savage, Royall & Sheheen, L.L.P.
(803)432-4391
Place of Settlement: PO Drawer 10, 1111 Church St.
Camden, SC 29020
Settlement Date: May 5, 2010
Property Location: 2 acres off US Hwy 601
Lugoff, SC 29078
Kershaw County, South Carolina

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SCENT Land Holdings, LLC

BY: _____
Robert Puchalski, Manager

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


Savage, Royall & Sheheen, L.L.P.
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

HUD-1 (3-98) RESPA, HB43322

SCENT 1189

This document was prepared by (name, address, phone):

State of South Carolina

Space Above This Line For Recording Data

REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 05-05-2010 and the parties and their addresses are as follows:

MORTGAGOR: SCENT LAND HOLDINGS, LLC
1165 HIGHWAY-1 SOUTH, SUITE 300
LUGOFF, SC 29078

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER: FIRST PALMETTO SAVINGS BANK, FSB
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
407 DEKALB STREET
CAMDEN, SC 29020

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:
TAX MAP #390-00-00-032

SEE ATTACHED EXHIBIT A

The property is located in KERSHAW at HIGHWAY 601
(County)
(Address) LUGOFF (City) South Carolina 29078
(Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water walls, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

SOUTH CAROLINA - AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY INSTRUMENT (NOT FOR FIMA, PALMC, FIA OR VA USE, AND NOT FOR CONSUMER PURPOSES)

(page 1 of 8)

ENCLOSURE © 1994, 2001 Bankers Systems, Inc., St. Cloud, MN Form AGCO-RESI-SC 1/21/2003

SCENT 1203

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 1,796,316.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:

A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt) (e.g., borrower's name, note amount, interest rate, maturity date):

BORROWER: SCENT LAND HOLDINGS, LLC

NOTE AMOUNT: \$1,796,316.00

NOTE DATE: 5-5-2010

MATURITY DATE: 5-5-2015

RATE: 5.95%

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.

C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.

E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.

6. **WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.

7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.

8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

- 29. OTHER TERMS.** If checked, the following are applicable to this Mortgage:

- SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

- ☐ Actual authority was granted to the parties signing below by resolution signed and dated _____

Entity Name: SCENT LAND HOLDINGS, LLC

(Signature) ROBERT PUCHALSKI Manager (Date) _____ (Seal)

(Signature) (Date) (Seal)

Signed, Sealed and delivered in the presence of:

(Witness)

Where is

7. Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

PROBATE:

STATE OF SOUTH CAROLINA COUNTY OF KERSHAW) ss.

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Mortgagor (and each Mortgagor if more than one) sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 5TH day

of MAY, 2010

[Signature]
Notary Public for South Carolina

[Signature]

My commission expires: 5-1-12

EXHIBIT A

Parcel 1:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the Township of Lugoff, County of Kershaw, State of South Carolina, located off U.S. Highway No. 1, containing 1.00 acre, more or less, as shown on plat prepared for SCENT Land Holdings, LLC by Robert H. Lackey Surveying, Inc. dated January 19, 2009 and recorded in the office of the Register of Deeds for Kershaw County in Book 2486 at page 105; said property being bound as follows: beginning at a point where the proposed road as shown on said plat intersects with US Highway 601 and heading S 15 29' 08" E for a distance of 45.35 feet; thence running S 04 02' 50" W for a distance of 92.95 feet; thence turning and running N 88 15' 50" W for a distance of 302.13 feet; thence turning and running N 03 51' 29" E for a distance of 145.82 feet; thence turning and running N 87 12' 47" E for a distance of 27.71 feet; thence running S 88 15' 50" E for a distance of 143.13 feet; thence running S 78 56' 46" E for a distance of 102.06 feet to a point; thence running S 86 15' 50" E for a distance of 15.51 feet to a point which is the point of beginning. Reference being made to said plat for a more complete and accurate description. Be all measurements a little more or less.

The above described property is the same conveyed to SCENT Land Holdings, LLC by deed of Eastern Land & Timber Company, a South Carolina Limited Liability Partnership, dated March 3, 2009 and recorded in the office of the Register of Deeds for Kershaw County in Book 2486 at page 108 on March 4, 2009.

Parcel 2:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the Township of Lugoff, County of Kershaw, State of South Carolina, located off U.S. Highway No. 601, containing 1.00 acre, more or less, as shown on plat prepared for SCENT Land Holdings, LLC by Robert H. Lackey Surveying, Inc. dated July 1, 2009 and recorded in the office of the Register of Deeds for Kershaw County in Book 2547 at page 125; said property being bound as follows: beginning at a point at the Northeastern corner of the property and heading S 04 02' 50" W for a distance of 144.29 feet to a point; thence turning and running N 86 15' 50" W for a distance of 301.66 feet; thence turning and running N 03 51' 29" E for a distance of 144.29 feet; thence turning and running S 86 15' 50" E for a distance of 302.13 feet to a point which is the point of beginning. Reference being made to said plat for a more complete and accurate description. Be all measurements a little more or less.

The above described property is the same conveyed to SCENT Land Holdings, LLC by deed of Eastern Land & Timber Company, a South Carolina Limited Liability Partnership, dated July 6, 2009 and recorded in the office of the Register of Deeds for Kershaw County in Book 2547 at page 126 on July 8, 2009.

TMS # 309-00-00-075

10-22-09 10:00:00

____ State of South Carolina _____ Space Above This Line For Recording Data _____

This document was prepared by (name, address, phone number):

ASSIGNMENT OF LEASES AND RENTS

1. **DATE AND PARTIES.** The date of this Assignment of Leases and Rents (Assignment) is 05-05-2010. The parties and their addresses are:

ASSIGNOR: SCENT LAND HOLDINGS, LLC
1185 HIGHWAY 1 SOUTH, SUITE 300
LUGOFF, SC 29078

☐ Refer to the Addendum that is attached and incorporated herein for additional Assignors.

LENDER: FIRST PALMETTO SAVINGS BANK, FSB
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
407 DEKALB STREET
CAMDEN, SC 29020

2. **ASSIGNMENT OF LEASES AND RENTS.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Assignor's performance under this Assignment, Assignor irrevocably assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (all referred to as Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases).

B. Rents, issues and profits (all referred to as Rents), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

C. The term Property as used in this Assignment shall include the following described real property:
TAX MAP #380-00-00-032

SEE ATTACHED EXHIBIT A

SOUTH CAROLINA ASSIGNMENT OF LEASES AND RENTS
(NOT FOR FNMA, FHLMC, OR VA USE AND NOT FOR CONSUMER PURPOSES)
EXPERE © 2001 Bankers Systems, Inc., St. Cloud, MN Form ASMT-RENT-SC 3/27/2002

(page 1 of 7)

SCENT 1208

The Property is located in KERSHAW
HIGHWAY 601, LUGOFF, SC 29078
ZIP Code).

County at

(Address, City, State,

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Assignment at any one time will not exceed \$ 1,796,316.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Assignment. Also, this limitation does not apply to advances made under the terms of this Assignment to protect Lender's security and to perform any of the covenants contained in this Assignment. Interest under the Note will be deferred, accrued or capitalized; however, Lender will not be required to defer, accrue or capitalize any interest except as provided in the Note.

4. **SECURED DEBTS.** This Assignment will secure the following Secured Debts:

A. ☒ **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. (Include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

BORROWER: SCENT LAND HOLDINGS, LLC

NOTE AMOUNT: \$1,796,316.00

NOTE DATE: 5-5-2010

MATURITY DATE: 5-5-2015

RATE: 5.95%

☐ One or more of the debts secured by this Assignment contains a future advance provision.

B. ☐ **All Debts.** All present and future debts from Assignor and

to Lender, even if this Assignment is not specifically referenced or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Assignment, each agrees that it will secure debts incurred either individually or with others who may not sign this Assignment. Nothing in this Assignment constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide notice of the right of rescission, Lender waives any subsequent security interest in the Assignor's principal dwelling that is created by this Assignment. This Assignment will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Assignment will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

C. **Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Assignment.

5. **PAYMENTS.** Assignor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Assignment.
6. **COLLECTION OF RENTS.** Assignor may collect, receive, enjoy and use the Rents so long as Assignor is not in default. Assignor will not collect in advance any Rents due in future lease periods, unless Assignor first obtains Lender's written consent. Upon default, Assignor will receive any Rents in trust for Lender and Assignor will not commingle the Rents with any other funds. When Lender so directs, Assignor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Assignor agrees that this Assignment is immediately effective between Assignor and Lender and effective as to third parties on the recording of this Assignment.
7. **WARRANTIES AND REPRESENTATIONS.** To induce Lender to enter into the Loan, Assignor makes these representations and warranties for as long as this Assignment is in effect.
- A. **Power.** Assignor is duly organized, validly existing and in good standing under the laws in the jurisdiction where Assignor was organized and is duly qualified, validly existing and in good standing in all jurisdictions in which Assignor operates or Assignor owns or leases property. Assignor has the power and authority to enter into this transaction and to carry on Assignor's business or activity as now conducted.
- B. **Authority.** The execution, delivery and performance of this Assignment and the obligation evidenced by this Assignment: are within Assignor's duly authorized powers; has received all necessary governmental approval; will not violate any provision of law or order of court or governmental agency; and will not violate any agreement to which Assignor is a party or to which Assignor is or any of Assignor's property is subject.

Exempt ©2001 Bankers Systems, Inc., St. Cloud, MN Form ASMT-RENT-SC 2/27/2002

(page 2 of 7)

SCENT 1209

Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

23. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Assignment.
24. **NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail and by registered or certified mail, return receipt requested, to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Assignor will inform Lender in writing of any change in Assignor's name, address or other application information. Assignor will provide Lender any financial statements or information Lender requests. All financial statements and information Assignor gives Lender will be correct and complete. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and to confirm Lender's lien status on any Property. Time is of the essence.
25. **SIGNATURES.** By signing under seal, Assignor agrees to the terms and covenants contained in this Assignment. Assignor also acknowledges receipt of a copy of this Assignment.

SCENT LAND HOLDINGS, LLC

(Entity Name)

(Signature) ROBERT PUCHALSKI, Manager

Signed, sealed and delivered in the presence of:

(Witness)

(Signature)

(Witness)

PROBATE:

STATE OF SOUTH CAROLINA, COUNTY OF KERSHAW ss.

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Assignor (and each Assignor if more than one) sign, seal and deliver the foregoing Assignment and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 5TH day

of MAY, 2010

[Signature]
Notary Public for South Carolina

(Seal)

My commission expires: 1-1-11

EXHIBIT A

Parcel 1:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the Township of Lugoff, County of Kershaw, State of South Carolina, located off U.S. Highway No. 1, containing 1.00 acre, more or less, as shown on plat prepared for SCENT Land Holdings, LLC by Robert H. Lackey Surveying, Inc. dated January 19, 2009 and recorded in the office of the Register of Deeds for Kershaw County in Book 2486 at page 105; said property being bound as follows: beginning at a point where the proposed road as shown on said plat intersects with US Highway 601 and heading S 15 29' 08" E for a distance of 45.35 feet; thence running S 04 02' 50" W for a distance of 92.95 feet; thence turning and running N 88 15' 50" W for a distance of 302.13 feet; thence turning and running N 03 51' 29" E for a distance of 145.82 feet; thence turning and running N 87 12' 47" E for a distance of 27.71 feet; thence running S 88 15' 50" E for a distance of 143.13 feet; thence running S 78 56' 46" E for a distance of 102.06 feet to a point; thence running S 86 15' 50" E for a distance of 15.51 feet to a point which is the point of beginning. Reference being made to said plat for a more complete and accurate description. Be all measurements a little more or less.

The above described property is the same conveyed to SCENT Land Holdings, LLC by deed of Eastern Land & Timber Company, a South Carolina Limited Liability Partnership, dated March 3, 2009 and recorded in the office of the Register of Deeds for Kershaw County in Book 2486 at page 108 on March 4, 2009.

Parcel 2:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the Township of Lugoff, County of Kershaw, State of South Carolina, located off U.S. Highway No. 601, containing 1.00 acre, more or less, as shown on plat prepared for SCENT Land Holdings, LLC by Robert H. Lackey Surveying, Inc. dated July 1, 2009 and recorded in the office of the Register of Deeds for Kershaw County in Book 2547 at page 125; said property being bound as follows: beginning at a point at the Northeastern corner of the property and heading S 04 02' 50" W for a distance of 144.29 feet to a point; thence turning and running N 86 15' 50" W for a distance of 301.66 feet; thence turning and running N 03 51' 29" E for a distance of 144.29 feet; thence turning and running S 86 15' 50" E for a distance of 302.13 feet to a point which is the point of beginning. Reference being made to said plat for a more complete and accurate description. Be all measurements a little more or less.

The above described property is the same conveyed to SCENT Land Holdings, LLC by deed of Eastern Land & Timber Company, a South Carolina Limited Liability Partnership, dated July 6, 2009 and recorded in the office of the Register of Deeds for Kershaw County in Book 2547 at page 126 on July 8, 2009.

TMS # 309-00-00-075

201000004530
Filed for Record in
KERSHAW COUNTY SC
BILLIE MCLEOD, REGISTER,
09-15-2010 At 08:49:22 am.
MORTGAGE 18.00
OR Volume 2713 Page 267 - 278

STATE OF SOUTH CAROLINA)
)
COUNTIES OF KERSHAW,)
DARLINGTON AND RICHLAND)

MORTGAGE OF REAL ESTATE
AND SECURITY AGREEMENT
Triplicate Originals filed in Kershaw,
Darlington and Richland Counties

Instrument: 201000004530 OR
Volume Page
2713 267

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, the said SCENT Land Holdings, L.L.C. with an address of 15 Exchange Drive, Lugoff, SC 29078 (hereinafter referred to as the "Mortgagor"), in and by its certain secured Promissory Note of even date payable to the Mortgagee (defined below) together with any replacement notes or obligations (hereinafter referred to as the "Note"), bearing the date hereof is justly indebted to Amy Puchalski with an address of 3 Puddle Lane, Camden, SC 29020 (hereinafter referred to as the "Mortgagee") in the sum of \$1,201,059.00, together with interest as set forth in the Note and payable according to terms and conditions of the said Note.

NOW, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the sum of money aforesaid, and for the better securing the payment thereof to the Mortgagee according to the conditions of the said Note, and also in consideration of the further sum of One Dollar (\$1.00), to the said Mortgagor, in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the said Mortgagee all those certain pieces, parcels or lots of land more fully described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Premises").

-44810-3 846-3751 v.1-

SCENT 2883

TOGETHER WITH:

(a) all singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

(b) all buildings and improvements of every kind and description now or hereafter erected or placed on the Premises (the "Improvements") and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid Premises, and all fixtures and articles of personal property now or hereafter owned by the Mortgagor and attached to or contained in and used in connection with the aforesaid Premises and Improvements or any part thereof or derived from or acquired by any proceeds of the Premises or Improvements or any part thereof, including, but not limited to, all goods, furniture, appliances, furnishings, apparatus, machinery, equipment, motors, elevators, fittings, radiators, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment, telephone systems, televisions and television systems, computer systems and fixtures and appurtenances thereto and all renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to the Premises and Improvements in any manner (the "tangible personal property");

(c) all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises hereinabove described, or which

hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same, including but not limited to all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Premises described in paragraphs (a) and (b) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Premises described in paragraphs (a) and (b) hereof or any part hereof, or to any rights appurtenant thereto (together the "Easements and Other Interests");

(d) as additional collateral and further security for the indebtedness, the Mortgagor hereby conditionally assigns to the Mortgagee all the security deposits, rents, issues, profits, revenues, accounts, accounts receivable, contract rights, rights to payments for goods sold or leased or services rendered, checks, notes, drafts, acceptances, instruments, deposit accounts, chattel paper, documents, securities, rentals receivables, installment payment obligations, book debts, actions, choses in action, judgments, awards, money, general intangibles, other forms of obligations and receivables, all monies due or to become due and all returned or repossessed goods now or hereafter pertaining to or resulting from the Premises or any part hereof or constituting or derived from or acquired by any proceeds of the Premises or any part thereof (the "Rents and Profits") reserving only the right to the Mortgagor to collect the same as long as there shall exist no Default (as hereinafter defined). Together with all proceeds, including cash proceeds, non-cash proceeds, insurance proceeds, products, replacements, additions, substitutions, renewals and accessions of the Rents and Profits or any part hereof, and all replacements, modifications, renewals and substitutions thereof or therefore;

(e) as additional collateral and further security for the indebtedness, the Mortgagor does hereby assign to the Mortgagee and grants to the Mortgagee a security interest in all of the right, title and the interest of the Mortgagor in and to any and all leases (including equipment leases), rental agreements, management contracts, franchise agreements, construction contracts, architect's contracts, technical services agreements, licenses and permits now or hereafter affecting the Premises (the "intangible personal property") or any part hereof, and the Mortgagor agrees to execute and deliver to the Mortgagee such additional instruments, in form and substance satisfactory to the Mortgagee, as may hereafter be requested by the Mortgagee to evidence and confirm said assignment; provided, however, the acceptance of any such assignment shall not be construed as a consent by the Mortgagee to any lease, rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other contract, license or permit, or to impose upon the Mortgagee any obligation with respect hereto;

(f) any proceeds of any sales or other dispositions of the Premises described in paragraphs (a), (b), (c), (d) and (e) hereof or any part hereof, including cash proceeds, non-cash proceeds, insurance proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing ("Proceeds"); and

(g) all the tangible personal property which comprise a part of the Premises shall, as far as permitted by law, be deemed to be affixed to the aforesaid Premises and conveyed therewith. As to the balance of the tangible personal property and the intangible personal property, this Mortgage shall be considered to be a security agreement which creates a security interest in such items for the benefit of the Mortgagor. In that regard, the Mortgagor grants to the Mortgagee a security interest in the tangible personal property, the intangible personal property and the Rents and Profits, and grants to Mortgagee all of the rights and remedies of a secured party under the

South Carolina Uniform Commercial Code and further authorizes Mortgagee to file one or more UCC-1 Financing Statements and continuation filings in the appropriate County filing offices and the South Carolina Secretary of State.

TO HAVE AND TO HOLD all and singular the Premises unto the said Mortgagee, and her assigns forever.

AND Mortgagor does hereby assign, set over and transfer to the Mortgagee, and her assigns, all of the rents, issues, and profits of the said Premises accruing and falling due from and after the service of a summons issued in an action to foreclose this Mortgage after default in the conditions thereof.

AND Mortgagor does hereby bind its successors and assigns to warrant and forever defend all and singular the Premises unto the Said Mortgagee, and her heirs and assigns, from and against its successors and assigns and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the Mortgagor, or its successors and assigns shall and will forthwith insure such buildings or other improvements as may be constructed on the Premises and keep the same insured from loss or damage by fire in the sum of the actual cash value thereof. And in case the Mortgagor shall at any time neglect or fail so to do, then the Mortgagee, and her heirs and assigns, may cause the same to be insured in her own name, and all amounts so expended shall be secured by this Mortgage and be due and payable by the Mortgagor to the Mortgagee upon demand with interest at the rate set forth in the Note.

AND IT IS FURTHER AGREED, that the Mortgagor, and its assigns, shall pay promptly all taxes assessed and chargeable against the Premises; and in default thereof, that the holder of this Mortgage may pay the same, and all amounts so expended shall be secured by this

Mortgage and be due and payable by the Mortgagor to the Mortgagee upon demand with interest at the rate set forth in the Note.

AND IT IS FURTHER AGREED, that this Mortgage constitutes a security agreement within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of South Carolina and as amended from time to time. The addresses for the Mortgagor as debtor and the Mortgagee as secured party are set forth in the introductory paragraph to this Mortgage. Some of the items of Premises described herein are goods that are or are to become fixtures related to the real estate described herein, and it is intended that, as to those goods, this Mortgage and Security Agreement shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the County in which the Premises is located. Information concerning the security interest created by this instrument may be obtained from the Mortgagee, as secured party, or the Mortgagor, as debtor, at the address first shown above.

AND IT IS FURTHER AGREED, if all or any part of the Premises or any interest therein is sold, transferred or encumbered by Mortgagor all sums secured by this Mortgage shall, at the option of the Mortgagee, be immediately due and payable.

AND IT IS FURTHER AGREED, that in case of default in any of the payments of interest or principal as provided in the Note or the breach of any provision contained herein, which default is not cured during the applicable grace period set forth in the Note, if any, the whole amount of the debt secured by this Mortgage shall become due and payable at once in accordance with the terms and conditions of the Note.

AND IT IS FURTHER AGREED that in the case of foreclosure of this Mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagor a reasonable sum as attorney's

fees, which shall be secured by this Mortgage and shall be included in any judgment of foreclosure.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the Mortgagor does truly pay, or cause to be paid unto the Mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the Note and conditions thereunder written, then this deed of bargain and sale shall cease, determine, and be utterly null and void.

The masculine singular pronouns used throughout this document shall be read as the masculine, feminine or neuter form or pronoun (in singular or plural) as the context shall require. In addition, the word "Heirs" shall be read as "successors" in reference to any mortgagor or mortgagee which is a partnership, corporation or fiduciary.

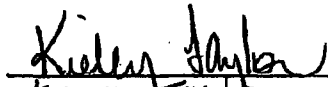
WITNESS the Hand and Seal of the Mortgagor effective as of this 1st day of August, in the year of our Lord two thousand ten.

SCENT Land Holdings, L.L.C.

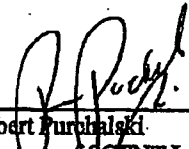
WITNESS:



THERESA WILLIAMS



KIELEY TAYLOR

By: 

Robert Puchalski
Its: Manager of SCENT Land Holdings, L.L.C.

STATE OF SOUTH CAROLINA)

COUNTIES OF KERSHAW,)
~~DARLINGTON AND RICHLAND~~)

ACKNOWLEDGMENT

I, Sherry C. Munn, Notary Public for the State of
South Carolina, do hereby certify that the above-named Robert Puchalski as

Instrument 201000006530 OR Volume Page 2713 274

Manager for SCENT Land Holdings, L.L.C., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 1st day of Sept, 2010.


Notary Public
My Commission Expires: 7-13-11

EXHIBIT A

Parcel 1:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the Township of Lugoff, County of Kershaw, State of South Carolina, located off U.S. Highway No. 1, containing 1.00 acre, more or less, as shown on plat prepared for SCENT Land Holdings, LLC by Robert H. Lackey Surveying, Inc. dated January 19, 2009 and recorded in the office of the Register of Deeds for Kershaw County in Book 2486 at page 105; said property being bound as follows: beginning at a point where the proposed road as shown on said plat intersects with US Highway 601 and heading S 15 29' 08" E for a distance of 45.35 feet; thence running S 04 02' 50" W for a distance of 92.95 feet; thence turning and running N 88 15' 50" W for a distance of 302.13 feet; thence turning and running N 03 51' 29" E for a distance of 145.82 feet; thence turning and running N 81 12' 47" E for a distance of 27.71 feet; thence running S 88 15' 50" E for a distance of 143.13 feet; thence running S 78 56' 46" E for a distance of 102.06 feet to a point; thence running S 86 15' 50" E for a distance of 15.51 feet to a point which is the point of beginning. Reference being made to said plat for a more complete and accurate description. Be all measurements a little more or less.

The above described property is the same conveyed to SCENT Land Holdings, LLC by deed of Eastern Land & Timber Company, a South Carolina Limited Liability Partnership, dated March 3, 2009 and recorded in the office of the Register of Deeds for Kershaw County in Book 2486 at page 108 on March 4, 2009.

Parcel 2:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the Township of Lugoff, County of Kershaw, State of South Carolina, located off U.S. Highway No. 601, containing 1.00 acre, more or less, as shown on plat prepared for SCENT Land Holdings, LLC by Robert H. Lackey Surveying, Inc. dated July 1, 2009 and recorded in the office of the Register of Deeds for Kershaw County in Book 2547 at page 125; said property being bound as follows: beginning at a point at the Northeastern corner of the property and heading S 04 02' 50" W for a distance of 144.29 feet to a point; thence turning and running N 86 15' 50" W for a distance of 301.66 feet; thence turning and running N 03 51' 29" E for a distance of 144.29 feet; thence turning and running S 86 15' 50" E for a distance of 302.13 feet to a point which is the point of beginning. Reference being made to said plat for a more complete and accurate description. Be all measurements a little more or less.

The above described property is the same conveyed to SCENT Land Holdings, LLC by deed of Eastern Land & Timber Company, a South Carolina Limited Liability Partnership, dated July 6, 2009 and recorded in the office of the Register of Deeds for Kershaw County in Book 2547 at page 126 on July 8, 2009.

TMS # 309-00-00-075

All that certain piece, parcel or lot of land, situate, lying and being West of the City of Hartsville, County of Darlington, State of South Carolina, and being shown as Lot No. 5, containing eighty-eight one-hundredths (0.88) acres, more or less, as shown on a plat by J. Henry Walker, III, PLS, dated October 8, 1998, and recorded in the Office of the Clerk of Court for Darlington County, South Carolina, in Plat Book 178, at page 3, and also as shown on a plat prepared by Douglas K. Reimold, RLS, dated December 10, 1998, and recorded in Plat Book 179, at page 119, and shown on a plat prepared by Douglas K. Reimold, RLS, dated February 15, 1999, and recorded in Plat Book 178, at page 3, and; the said lot measuring and being bounded as follows: NORTHEAST by Lot No. 6, as shown on the above referenced Walker plat, for a distance of 200.46 feet, more or less; SOUTHEAST by a 15 foot access/utility easement located on lands of Hartsville HMA, Inc. separating the subject lot from a private drive as shown on the above referenced Reimold plats, and as shown on the above referenced Walker plat, for a distance of 190.00 feet, more or less; SOUTHWEST by Lot No. 4, as shown on the above referenced Walker plat, for a distance of 201.00 feet, more or less; and, NORTHWEST in part by Lot No. 18 of Georgian Estates, as shown on the above referenced Walker plat, and in part by Lot No. 20 of Georgian Estates, as shown on the above referenced Walker, for a total of 190.00 feet, more or less.

This being the same property conveyed to SCENT Land Holdings, LLC by deed of Amy L. Puchalski dated September 30, 2008, and recorded in the office of the Clerk of Court for Darlington County in Book 1054, at page 7472 on October 13, 2008.

TOGETHER WITH AND SUBJECT TO the appurtenant right of ingress and egress (which runs with the land) over that certain driveway/road from S.C. Highway 151, which is shown as a private drive and is "shaded" on a plat prepared by Heller & Associates, dated 2/15/99 and together with an subject to the appurtenant right of ingress and egress over that certain fifteen (15) foot access/utility strip of land which runs from the said private drive to Lot 6 as shown on a plat prepared by Heller & Associates, Inc. Dated 2/15/99 and which grant of both easements was made by Hartsville HMA, Inc. To Wade H. Hicks, III, Lee S. Hicks, James Miley Hicks, and Jane B. Hicks, their heirs, successors and assigns as is reflected on an easement, dated 5/12/99 and recorded in the Office of the Clerk of Court for Darlington County in Deed Book D240, page 57.

Subject to those Restrictive Covenants dated 6/20/97 and recorded in the office of the Clerk of Court for Darlington County in Deed Book D-168, page 136.

Subject to that certain seven and one-half (7.5) foot utility easement along the Southwestern and Northwestern boundaries as shown on the above referenced Walker plat and that certain 15 foot utility easement as shown on the Southeastern and Northwestern boundaries as shown on the above referenced Walker plat, which has been reserved unto Wade H. Hicks, III, Lee S. Hicks, James Miley Hicks and Jane B. Hicks, for utility purposes.

TMS# 036-00-01-096

All that piece, parcel or tract of land, lying, being and situate in the State of South Carolina, County of Richland, on the Northwestern side of Park Central Drive, in the City of Columbia, containing 1.06 acres, more or less, and being more particularly shown and designated as Lot 4 on Bonded Plat of Park Central, Phase II Lots 4, 6 & 7, prepared for Avant - Park Central, LLC by Wilbur Smith Associates, dated February 20, 2007, revised March 8, 2007, and recorded March 9, 2007 in the office of the Register of Deeds for Richland County in Book 1290 at page 2734; and having the boundaries and measurements as shown on said plat, reference being craved thereto as often as necessary for a more complete and accurate legal description.

The above described property is the same conveyed to SCENT Land Holdings, LLC by deed of Amy L. Puchalski dated May 6, 2009 and recorded in the office of the Register of Deeds for Richland County in Book 1526 at page 2110.

TMS#09115-01-05

PROMISSORY NOTE

\$[Variable]

March 16, 2010

FOR VALUE RECEIVED, SCENT Land Holdings, L.L.C., a South Carolina limited liability company, ("Maker") promises to pay to the order of South Carolina ENT, Allergy and Sleep Medicine, P.A., a South Carolina professional corporation ("Holder") the principal sum of \$ [total lent] ("Principal") together with [0]% interest on the outstanding Principal amount. Principal and accrued interest on this Promissory Note shall be due and payable in [] equal monthly installments commencing on the first day of the month following the date of advance ("Advance Date") and the first day of each subsequent month and one final payment simultaneously with the [] payment of any and all unpaid principal and interest outstanding at that time. *upon closing of Maker's construction loan for Lugoff building* (P)
(12)

Payment of Principal on this Promissory Note together with accrued interest, if any, shall be made to Holder at 1165 Hwy. 1 South, Ste. 300, Lugoff, SC 29078, or at such other place as Holder may from time to time designate in writing.

If Maker shall default on a payment required on the date when due, and shall fail to cure such default within five (5) business days after receipt of written demand for cure by Holder, or if Maker shall file a voluntary petition in bankruptcy, be adjudicated as a bankrupt or insolvent, file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for Maker under any United States, state or other statute relating to bankruptcy, insolvency or other similar relief for debtors, or shall seek, consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Maker or of all or any substantial part of the assets of Maker, or shall make a general assignment for the benefit of creditors, or shall admit in writing the inability to pay debts generally as they become due, and Maker shall fail to negate the effect of any such action or proceeding not initiated by Maker (whether by dismissal of proceedings, discharge of trustees or receiver or otherwise) within thirty (30) days from and after the occurrence thereof, then Holder, at Holder's option, shall be entitled to accelerate any and all of the indebtedness evidenced by this Promissory Note by providing written notice to Maker of such acceleration, and the same shall become immediately due and payable, and to exercise cumulatively all other rights and privileges provided by law.

Time is of the essence with respect to this Promissory Note. Should this Promissory Note be collected by or through an attorney-at-law, Holder shall be entitled to collect reasonable attorneys' fees and all other reasonable costs and expenses of collection from Maker.

If delivered personally, the date on which a notice or demand is delivered shall be the date of receipt or delivery, and if delivered by mail, such notice or demand shall be sent by registered or certified mail, return receipt requested, postage prepaid, and the date on which such notice or demand is received (as evidenced by the registered or certified mail receipt) shall be the date of delivery. In the event any notice or demand is mailed to a party in accordance with this

paragraph and is returned to the sender as undeliverable, then such notice or demand shall be deemed to have been delivered or received on the fifth day following the deposit of such notice or demand in the United States mail. Notices and demands made shall be addressed to Holder at its address set forth hereinabove (or at such other address as Holder may from time to time designate in writing) and to Maker at 1165 Hwy. 1 South, Ste. 300, Lugoff, SC 29078 (or at such other address as Maker may from time to time designate in writing).

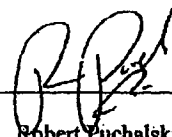
This Promissory Note shall be governed by and construed in accordance with the laws of South Carolina.

IN WITNESS WHEREOF, Maker has executed this Promissory Note on the 16 day of March, 2010.

SCENT Land Holdings, L.L.C.


By: Robert Puchalski
Its: Manager

South Carolina ENT, Allergy and Sleep
Medicine, P.A.


By: Robert Puchalski
Its: Managing Shareholder

amended.

8. **Effective Date.** These Articles of Organization will be effective when endorsed for filing by the Secretary of State.
9. **Optional Provisions.** Set forth any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability operating agreement.

A: Pursuant to S.C. Code Ann. §33-44-301(e), in order to bind the limited liability company, all documents relating to real property, including without limitation all leases, deeds, mortgages, assignments, security agreements, and other documents of security, conveyance, transfer, or liens, must be signed on behalf of the limited liability company by Robert Fuchalski and Orville Dyce, to bind the company to any agreement set forth herein.

10. **Signature of organizer.**


Robert Fuchalski

Date: September 10, 2008.

DYCE/SCENT 179



AIA Document A103™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work plus a fee without a Guaranteed Maximum Price

AGREEMENT made as of the Twenty-second day of September in the year Two Thousand Nine

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

SC ENT Landholdings LLC
Hwy 1165 South
Lugoff, SC 29078

and the Contractor:

(Name, legal status, address and other information)

Pyramid Contracting, LLC
1108-A Lykes Lane
Irmo, SC 29063

for the following Project:

(Name, location and detailed description)

SC Ear, Nose, Throat
Hwy 601
Lugoff, SC 29078

The Architect:

(Name, legal status, address and other information)

Craig Otto
111 Tarrar Springs Road
Lexington, SC 29072

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is not intended for use in competitive bidding.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

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ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be the date of this Agreement, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement, or if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 4.2 The Contract Time shall be measured from the date of commencement.

§ 4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement or as follows:

(Insert the number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

The Contractor shall achieve Substantial Completion of the entire Work not later than May 31, 2010.

Portion of Work

Substantial Completion date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the actual Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

Cost plus 8% overhead and profit. Estimated cost plus 8% fee is \$1,471,316.00 *

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed () of the standard rate paid at the place of the Project.

§ 5.1.5 Allowances, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

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* Working to decrease this by greater than 100K

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Item	Units and Limitations	Price Per Unit (\$ 0.00)
Landscaping		\$30,000.00
Signage		\$7,500.00
Owner Contingency		\$10,000.00
IT Wiring		\$5,116.00
Security System		\$3,500.00
Decorating Fee		\$7,500.00
Flooring		\$32,835.00

§ 5.2 CONTROL ESTIMATE

§ 5.2.1 The Contractor shall prepare and submit to the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Contractor shall update the Control Estimate with each Application for Payment as needed to reflect changes in the Work.

§ 5.2.2 The Control Estimate shall include

1. the documents enumerated in Article 16, including all Addenda thereto, and the Conditions of the Contract;
2. a list of the clarifications and assumptions made by the Contractor in the preparation of the Control Estimate, including assumptions under Section 5.2.4, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
3. a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
4. a project schedule indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment requiring long-lead time, and the Owner's occupancy requirements showing portions of the Project having occupancy priority; and
5. contingencies for further development of design and construction as required by Section 5.2.4.

§ 5.2.3 The Contractor shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 5.2.4 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor shall provide in the Control Estimate for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

§ 5.2.5 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201™-2007, General Conditions of the Contract for Construction. The Contractor shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. The Contractor shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

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§ 6.2 Increased costs for the items set forth in Article 7 which result from changes in the Work shall become part of the Cost of the Work, and the Contractor's Fee shall be adjusted as provided in Article 5.

§ 6.3 If the Contractor receives any drawings, specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work or estimated date of Substantial Completion in comparison with the Control Estimate, the Contractor shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Contractor receives further written instructions from the Owner and Architect.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 COST OF THE WORK

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where any cost is subject to the Owner's prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing this Agreement.

§ 7.2 LABOR COSTS

§ 7.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, identify in Article 15 the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 7.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 Bonuses, profit sharing, incentive compensation and any discretionary payments paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 7.3 SUBCONTRACT COSTS

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

§ 7.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

§ 7.4.1 Costs including transportation and storage at the site of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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§ 7.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

§ 7.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Contractor-owned item may not exceed the purchase price of a comparable item. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 7.5.5 Costs of materials and equipment stored off-site at a mutually acceptable location, with the Owner's prior approval.

§ 7.6 MISCELLANEOUS COSTS

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent. Such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee, however. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, they shall not be included in the Cost of the Work.

§ 7.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 7.6.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

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§ 7.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work.

§ 7.6.10 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 OTHER COSTS AND EMERGENCIES

§ 7.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 RELATED PARTY TRANSACTIONS

§ 7.8.1 For purposes of Section 7.8, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction, the Contractor shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- 1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- 2 Expenses of the Contractor's principal office and offices other than the site office;
- 3 Overhead and general expenses, except as may be expressly included in Article 7;
- 4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- 5 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract; and
- 6 Any cost not specifically and expressly described in Article 7.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

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§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Contractor and Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Contractor shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11, below.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 PROGRESS PAYMENTS

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the Submitted the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 With each Application for Payment, the Contractor shall submit the cost control information required in Section 5.2.5 along with, payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 12.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

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§ 12.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Article 7;
- .2 Add the Contractor's Fee, less retainage of Zero (0%). The Contractor's Fee shall be computed upon the Cost of the Work described in the preceding Section 12.1.6.1 at the rate stated in Section 5.1.1; or if the Contractor's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of Zero (0%) from that portion of the Work that the Contractor self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Architect has withheld or withdrawn a Certificate for Payment as provided in the Contract Documents.

§ 12.1.7 The Owner and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.8 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 12.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 FINAL PAYMENT

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work, as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 12.2.2 The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 12.2.1 have been met, the Architect will, within seven days after receipt of written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of AIA Document A201-2007. The time periods stated in this Section 12.2.2 supersede those stated in Section 9.4.1 of AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

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SCENT 0896

§ 12.2.4 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 12.2.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment.

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 13.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Subject to the provisions of Section 14.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 14.2 The Contract may be terminated by the Owner for cause or for convenience as provided in Article 14 of AIA Document A201-2007; however, the Owner shall then only pay the Contractor an amount calculated as follows:

1. Take the Cost of the Work incurred by the Contractor to the date of termination;
2. Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
3. Subtract the aggregate of previous payments made by the Owner.

§ 14.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for

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SCENT 0897

the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.4 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Sections 5.1.1 and 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

~~§ 15.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

~~(Insert rate of interest agreed upon, if any)~~

| Prime plus 1 per annum based on Bank of America published prime rate%

§ 15.3 The Owner's representative:
(Name, address and other information)

| Theresa Williams
Hwy 1165 South
Lugoff, SC 29078

§ 15.4 The Contractor's representative:
(Name, address and other information)

| Charlie Lucas
1108-A Lykes Lane
Irmo, SC 29063

§ 15.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

§ 15.6 Other provisions:

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 The Contract Documents are enumerated in the sections below.

~~§ 16.1.1 The Agreement is this executed AIA Document A103-2007, Standard Form of Agreement Between Owner and Contractor.~~

§ 16.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

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SCENT 0898

§ 16.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 16.1.4 The Specifications:

(Either list here or refer to an exhibit attached to this Agreement)

Section	Title	Date	Pages
---------	-------	------	-------

§ 16.1.5 The Drawings:

(Either list here or refer to an exhibit attached to this Agreement)

Number	Title	Date
--------	-------	------

§ 16.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 16.

§ 16.1.7 Additional documents, if any, forming part of the Contract Documents:

1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 17 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of A201-2007.)

Type of Insurance or bond	Limit of liability or bond amount (\$ 0.00)
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SCENT 0899

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

MANUEL G. WILKINS, SHAREHOLDER

(Printed name and title)

CONTRACTOR

(Signature)

Charlie Lucas

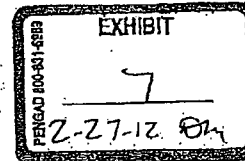
(Printed name and title)

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User Notes:

SCENT 0900



Austin M. Sheheen

From: Robert Puchalski [RPuchalski@southcarolinaent.com]
Sent: Thursday, April 08, 2010 5:23 PM
To: Austin M. Sheheen
Cc: Ed White
Subject: Re: RE:

Thank you, Austin. I strongly suspect that the distributions are much closer than 300k if you exclude July 1-July 16, since there were sweeps taken in order to get him in. I realize you have no time to analyze this prior to April 15th, but would appreciate some of your time right after April 15th. Could we schedule something?

Sent from my iPhone:
Robert Puchalski, MD

On Apr 8, 2010, at 7:00 AM, "Austin M. Sheheen" <ASheheen@shgcpa.com> wrote:

Bob:

Our records indicate K-1 withdrawals all year long for Dr. Dyce for 2008. I think the return treats him as an owner even though he did not become one until July. We were unaware of that until filing of the return because the two of you decided it was only then that he was paid up. I have run the print out of the K-1 distributions for both you and he for the 2008 year so you can pick up and review. It appears that from 7/1/08 thru 12/31/08 he got 600,000 and you got 900,000.

These are rounded numbers. However, until an analysis of the final year numbers is done, then I think this is of no value.

I am sorry but I will not be able to devote any time this last week of the filing season to this issue. Please pick up the copies of the printouts for your review and I can get back on it after next week. His 2008 SCENT was a salary of 285,000 and K-1 distributions of 1,344,000.

Thanks.

Austin

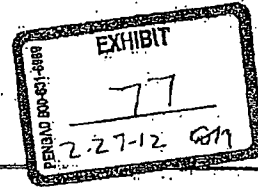
Austin M. Sheheen, Jr., CPA

Sheheen, Hancock & Godwin, LLP

1011 Fair St., P.O. Box 428

Camden, SC 29021-0428

803-432-1424 (Phone)



Austin M. Sheheen

From: Robert Puchalski [RPuchalski@southcarolinaenl.com]
Sent: Friday, June 03, 2011 2:11 PM
To: Austin M. Sheheen
Cc: Tammy Szymanski; Theresa Williams
Subject: Re: Somnous and SCENT Land Holdings

Fair enough. Tammy, please cut a check after running it through payroll for the 21k.

Sent from my iPhone
Robert Puchalski, MD
Founding Chairman, SCENT

On Jun 3, 2011, at 9:00 AM, "Austin M. Sheheen" <ASheheen@shgcpc.com> wrote:

Bob:

I do not think we should treat the contractual matter as a K-1 distribution since it would require 1099, which we cannot issue to you as an employee or a disproportionate amount on the K-1, which we cannot do. You should treat it as W-2 form income to allow for the proper treatment.

Austin

Austin M. Sheheen, Jr., CPA

Sheheen, Hancock & Godwin, LLP

1011 Fair St., P.O. Box 428

Camden, SC 29021-0428

803-432-1424 (Phone)

803-432-1831 (Fax)

ams@shgcpc.com

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Robert Puchalski

From: Robert Puchalski
Sent: Thursday, February 25, 2010 5:47 PM
To: Tammy Szymanski
Cc: Theresa Williams
Subject: Re: VGM Lease

I would like to discuss.

Sent from my iPhone
Robert Puchalski, MD

On Feb 25, 2010, at 12:53 PM, "Tammy Szymanski" <TSzymanski@southcarolinaent.com> wrote:

<image001.gif>

I have the new lease documents for your signature in the name of SC ENT, however, since Dr. Dyce is a 50% shareholder, he must also sign as personal guarantor. They have extended us some time to get these documents signed beyond the allowed 48 hours for the 0% interest rate, but Tuesday afternoon I need to have these back to their office. I see that Dr. Dyce will be in Lugoff office, so I am hoping I can get him to sign these documents. Please advise.

Tammy Szymanski

South Carolina ENT, Allergy & Sleep Medicine, PA

803-424-2210 (direct)

CONFIDENTIAL

SCENT004027

Robert Puchalski

From: Robert Puchalski
Sent: Monday, March 01, 2010 3:54 PM
To: Tammy Szymanski
Cc: Theresa Williams
Subject: Re: VGMFS Lease Documents (South Carolina ENT, Allergy & Sleep Medicine, PA.)

It's an s Corp, not a partnership.

Sent from my iPhone
Robert Puchalski, MD

On Mar 1, 2010, at 3:34 PM, "Tammy Szymanski" <TSzymanski@southcarolinaent.com> wrote:

The signature for Dr. Dyce is a requirement for this lease since there is a 50/50 ownership.

Thanks,

Tammy

From: Darren P.. Grazier [<mailto:dgrazier@vgmfs.com>]
Sent: Monday, March 01, 2010 3:32 PM
To: Tammy Szymanski
Subject: RE: VGMFS Lease Documents (South Carolina ENT, Allergy & Sleep Medicine, PA.)

Yes, it is a credit requirement as there is 50/50 ownership. Thanks.

Darren Grazier

VGM Financial Services

Transaction Coordinator

1111 W San Matman Drive

Waterloo, IA 50701

Phone: 319-274-7989 / 866-924-7989

Fax: 866-465-3149

<mailto:dgrazier@vgmfs.com> / www.vgmfs.com

CONFIDENTIAL

SCENT004028

Experts at Delivering Equipment Finance Solutions

<image001.jpg>

An Affiliate of TCF Financial Corp. (NYSE: TCB)

From: Tammy Szymanski [mailto:TSzymanski@southcarolinaent.com]
Sent: Monday, March 01, 2010 12:03 PM
To: Darren P.. Grazier
Subject: RE: VGMFS Lease Documents (South Carolina ENT, Allergy & Sleep Medicine, PA.)

Darren: Dr. Puchalski can sign this document tomorrow, however, there is a place for Dr. Dyce to sign. Is this really necessary? Dr. Dyce is not normally on hand to sign documents and the S Corp was set up specifically to have Dr. Puchalski as managing shareholder/signer for all corporate docs.

Thanks,

Tammy

From: Darren P.. Grazier [mailto:dgrazier@vgmfs.com]
Sent: Thursday, February 25, 2010 12:31 PM
To: Tammy Szymanski
Subject: VGMFS Lease Documents (South Carolina ENT, Allergy & Sleep Medicine, PA.)

Attached are the lease documents you requested.

- These documents are time sensitive
- Please sign and return within 48 hours
- VGMFS accepts your returned documents by fax
- o For faster processing, please photocopy your check and return with your faxed documents

If you have any questions, please feel free to contact Adam Christoffersen at 866-606-7996 or your Sales Representative.

CONFIDENTIAL

SCENT004029

PRELIMINARY EVALUATION
OF
A, THE COST OF THE BUY-OUT
OF
DR. ORVILLE DYCE'S SHARES IN SCENT
B. CONSEQUENTIAL DAMAGES TO SCENT BECAUSE OF DR, DYCE'S
ALLEGED MISCONDUCT

Prepared

for

Vincent A. Sheheen
Attorney at Law

Prepared
by

Dr. Oliver G. Wood, Jr.
Assisted

by
Dr. James B. Edwards
May 9, 2012

Part A of this preliminary report contains an evaluation of the purchase price for a buyout of Dr. Orville Dyce's shares in Kershaw ENT (n/k/a SCENT).

A. Preliminary Evaluation of the Cost of the Buy-Out of Dr. Orville Dyce's Shares In SCENT

According to Dr. Puchalski, on March 1, 2005, Dr. Orville Dyce (Dr. Dyce) was hired by Kershaw ENT as a physician. In March 2007, Kershaw ENT invited Dr. Dyce to join the practice as a shareholder. In February 2008, Kershaw ENT changed its name to SCENT. On July 16, 2008, Dr. Dyce and Dr. Puchalski entered into a Shareholder Agreement that governs SCENT until August 2010,

Below is Section 4.5 of the Shareholder Agreement which outlines the buy out (purchase provisions) for Dr. Dyce's stock.

"Section 4.5 Purchase Price. The Corporation or the Remaining shareholders, as the case may be, shall pay the Departing Shareholder a purchase price ("Purchase Price") for the Shares in an amount equal to: (A) one-fourth of the total collected revenue of the group for the twelve whole calendar months preceding the Departure Event divided by the number of Shareholders of the Corporation including the Departing Shareholder plus (B) one-third of the sum of the accounts receivable of Corporation, booked in accordance with the Corporation's normal accounting methods, and the cash (to include cash equivalents and marketable securities) of the Corporation divided by the number of Shareholders of the Corporation including the Departing Shareholder, minus (C) any amount, if any owed by the Departing Shareholder as of the effective date of the Termination of Employment under Section 4.6.4 of this agreement. The Departing Shareholder also agrees that he shall sell his interest in SCENT Land Holdings, LLC at the price specified in that company's operating agreement at the same time the Shareholder's Shares are redeemed pursuant to this Agreement, Provided, however, the Purchase Price shall be reduced by fifty percent (50%) of (1) the term of Physician's employment did not consist of at least thirty-six (36) whole calendar months, (ii) Physician elects to terminate the Employment Agreement without cause pursuant to Section 2.3(d) of the Employment Agreement and Physician fails to give the Group the twelve (12) whole calendar months written notice requested by that provision, or (iii) Physician is terminated pursuant to Sections 2.2(c) —(h) or Section 2.3(a). For clarity, any termination pursuant to Section 2.2(a)(death), Section 2.2 (b)(disability), Section 2.2 (i)(change in law), Section 2.3 (a) (a material

breach by the Corporation), Section 2.3(b)(mutual agreement), or Section 2.3(c)(by the group without cause) or Section 2.3(d)(by Physician without cause with twelve months notice) shall be subject to payment for Physician's Shares at the Purchase Price. The Corporation and the Departing Shareholder may agree that such payments may be made in cash or as a distribution of corporate assets in kind to satisfy the Corporation's obligations. Notwithstanding anything in this Agreement to the contrary, a Departing Shareholder shall not be entitled to any distribution from the Corporation nor be entitled to vote the Shares subsequent to the Event of Departure. "

In order to calculate the purchase price, three variables must be identified:

(A), (B), and (C):

(A.) One-fourth of the total collected revenue for the Group for 12 months prior to May 9, 2010 divided by 2:

$$\$10,340,061 / 4 = \$2,585,015.20$$

$$\$2,585,015.20 / 2 \text{ (Dr. Puchalski and Dr. Dyce)} = \$1,292,507.60$$

(B.) Requires that two amounts be produced (B-1, B-2) and then divided by both the number three and the number of shareholders (2).

B-1 = Sum of the accounts receivable of the corporation, booked in accordance with the corporations normal accounting methods = \$854,686.77 divided by the number of Shareholders (2) = \$427,342.88,

$$B-2 = \text{Cash Equivalents of the Corporation} = \$466,851.14$$

(cash in all accounts) minus \$247,272.12 (revolving LOC) \$219,579.02

$$\$219,579.02 / 2 \text{ (Dr. Puchalski and Dr. Dyce)} = \$109,789.51$$

$$B-1 \text{ plus } B-2 \text{ equals } \$537,132.39 (\$427,342.88 + \$109,789.51)$$

$$\text{One-third of the sum of B-1 and B-2 } (\$537,132.39 / 3 = \$179,044.13$$

A plus B equals \$1,471,551.73 (\$1,292,507.60 + \$179,044.13). This amount is reduced by 50%, as required by the "for cause" termination, resulting in an amount of \$735,775.87.

(C). This amount must then be reduced as required by Section 4.6.4 in the Shareholders Agreement for any damages resulting from the breach of the departing shareholder. Dr. Dyce allegedly committed misconduct in various ways. The damages can be calculated by comparing SCENT's operating profit decline for the 18 month period before and after Dr. Dyce's May 9 departure.

Below is Section 4.6.4 of the Shareholder Agreement:

"Section 4.6.4 Setoff. Any damages resulting from the breach of any of the foregoing representations or a breach of Section 3.6 shall be applied against the balance of the Purchase Price in the same manner as if there were a prepayment of the Purchase Price. The Intent of this provision is to provide for a reduction in the Purchase Price as a result of such a breach. Additionally, any damages owed to the Corporation by the Departing Shareholder under an Employment Agreement between the Corporation and the Departing Shareholder shall be setoff against the Purchase Price. To the extent such adjustment or amount required to be paid shall exceed the balance due on the Purchase Price, the Departing Shareholder shall make prompt payment of such excess to the Corporation or the Remaining Shareholders. "

Below is the relevant section of the June 1, 2008 Employment Agreement:

"1. For a period of eighteen (18) whole calendar months from the date of termination of the Employment Agreement, Physician shall not directly or indirectly practice medicine or provide medical services within a twenty (20) mile radius of any practice site maintained by the Group. Physician further covenants and agrees that during the eighteen (18) whole calendar month period immediately after termination of the Employment Agreement, Physician shall not directly, or indirectly, for himself or for any reason, corporation, partnership, professional association, unincorporated association, limited liability company, limited liability partnership, or other entity by which Physician is compensated for performing medical services or in which Physician has an economic interest, call upon, solicit, accept business from, or provide health care or related services to, any Patient, except for any Patient who delivers to the Group a valid consent to release their medical records to Physician. In the event the Employment

Agreement is terminated for a material breach by the Group related to the payment of Physician's Base Compensation or Variable Compensation (after the applicable cure periods in Section 2.3(a) of the Employment Agreement) or a change in law as described in Section 22(1) of the Employment Agreement, this Covenant Not To Compete shall not apply,

2. Violation of this Covenant Not to Compete by Physician will entitle the Group to injunctive or other relief, including damages, In a court of competent Jurisdiction. If the period of time or the scope of noncompetition herein specified is adjudged unreasonable in any court proceeding, then the period of time or scope shall be reduced as is deemed necessary to allow this covenant to be enforced during such period of time as is determined to be reasonable. Furthermore, in the event Physician breaches this Covenant Not to Compete, Physician agrees to pay all reasonable expenses of the Group, including attorney's fees, to enforce this Covenant Not to Compete. The Group shall have these rights in addition to damages and all other remedies available to it at law and in equity."

Below is the relevant calculation of the lost operating profit offset;

Item	Before	After	Difference
Total Revenue	\$15,019,083.22	\$11,830,632.84	(\$3,188,450.38)
Total Expenses	11,595,877.38	10,446,845.27	(1,148,832.11)
Net Operating Income	\$3,423,405.84	\$1,383,787.57	(\$2,039,618.27)

According to SCENT's records, \$1,477,609 of the \$3,188,450.38 decrease in total revenues of SCENT is attributable directly to Dr. Dyce,

$$\$1,477,609 / \$3,188,450.38 \dots 46.34\%$$

Therefore, 46.34% of the decrease in net operating income is attributable to Dr. Dyce,

$$\$2,039,618.27 \times 46.34\% = \$945,159.11$$

Note: This analysis does not take into account the Interruption in the revenue growth rate of SCENT,

The net amount owed by Dr. Dyce before consideration of consequential damages is \$209,383.24 (\$735,775.87 - \$945,159.11).

B. Consequential Damages to SCENT because of Dr. Dyce's Alleged Misconduct

On May 9, 2010, Dr. Dyce departed the practice. According to his employment contract dated June 1, 2008, the following consequential damages are provided:

1. Violation of Section 3.10 damages

Damages per contract	\$125,000
Plus interest at 7.25% (\$24.829/day) to May 15, 2012 (738 days x \$24.829)	<u>18,324</u>
Total	\$143,324
 Multiply by 3 incidents	 \$429,972

2. Violation of Section 3.11

Liquidated damages per contract	\$750,000
Plus interest at 7.25% (\$148.973 /day to May 15, 2012 x 738 days)	<u>109,942</u>
Total	\$859,942
 Subtotal	 \$1,003,266

3. It is understood that because of an alleged violation of Section 3.1(b) in the employment agreement, "physician loyalty" a payment of \$558,969.57 is owed as a return of salary by Dr. Dyce.

4. Furthermore, the two remaining physicians sustained salary reductions totaling \$954,500 beginning with the second payroll of March 2011 and continuing through May 5, 2012. One-half of this amount is attributable to Dr. Dyce, which is \$477,250.

Summary of Amounts Owed by Dr. DY_cP.

A, Net Amount Before Consequential Damages		\$209,383
B. Consequential Damages		
1. Violation of Section 3.10 Damages	\$429,972	
2. Violation of Section 3.11 Damages	859,942	
3. Violation of Section 3.1(b) Damages	558,970	
4. Salary Reduction	<u>477,250</u>	
Total Part B		<u>2,326,134</u>
Total Damages		\$2,525,517

Note: This report does not contain an evaluation of future lost profits or lost value of the firm caused by an alleged breach of contract.

According to SCENT's records, the long-term debt of SCENT at the time of Dr. Dyce's departure on May 9, 2010 equaled \$5,100,424.65. The total damage amount in the previous summary does not include any amount reflecting Dr. Dyce's guarantee obligations.

Note: This amount does not include the 50% share of the \$2,077,294.45 debt that Dr. Dyce is a guarantor under SCENT Land Holdings, LLC.

If new information becomes available, it may be necessary to revise this preliminary report.

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Employee Reference Copy
W-2 Wage and Tax Statement 2011
OMB No. 1545-0045

Form C for employee's records

d Control number 000476 NCN2/N32	Dept. 751060	Corp. A	Employer use only 45
-------------------------------------	-----------------	------------	-------------------------

e Employer's name, address, and ZIP code
**HARTSVILLE MEDICAL GROUP LLC
HARTSVILLE MEDICAL GROUP
1304 W. BOBO NEWSOME HWY
HARTSVILLE SC 29550
Batch #02767**

e/f Employee's name, address, and ZIP code
**ORVILLE H DYCE
401 WOODLAND DR.
HARTSVILLE SC 29550**

b Employer's FED ID number 27-0172376	a Employee's SSA number 083-64-2427
--	--

1 Wages, tips, other comp. 636704.96	2 Federal income tax withheld 174345.36
3 Social security wages 106800.00	4 Social security tax withheld 4485.60
5 Medicare wages and tips 652839.20	6 Medicare tax withheld 9466.17
7 Social security tips	8 Allocated tips
9	10 Dependent care benefits

11 Nonqualified plans	12a See instructions for box 12 C 840.00
14 Other	12b D 16134.24
	12c
	12d
	13 Stat emp./Ret. plan/3rd party sick pay X

15 State Employer's state ID no. SC 25538537 2	16 State wages, tips, etc. 636704.96
17 State income tax 43173.92	18 Local wages, tips, etc.
19 Local income tax	20 Locality name

2011 W-2 and EARNINGS SUMMARY



Income
from W2

W-2 to help describe portions in more detail also find helpful.

any adjustments submitted by your employer

5.60 SC. State Income Tax 43173.92
Box 17 of W-2
BUI/BDI
6.17 Box 14 of W-2

Statement.

Security W-2	Medicare Wages Box 5 of W-2	SC. State Wages, Tips, Etc. Box 16 of W-2
50.38	655,650.38	655,650.38
40.00	840.00	840.00
N/A	N/A	16,134.24
51.18	3,651.18	3,651.18
139.20	N/A	N/A
100.00	652,839.20	636,704.96

3. Employee W-4 Profile. To change your Employee W-4 Profile Information, file a new W-4 with your payroll dept

**ORVILLE H DYCE
401 WOODLAND DR.
HARTSVILLE SC 29550**

Social Security Number: 083-64-2427
Taxable Marital Status: MARRIED
Exemptions/Allowances:
FEDERAL: 5
STATE: 5

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← Fold and Detach Here →

1 Wages, tips, other comp. 636704.96	2 Federal income tax withheld 174345.36		
3 Social security wages 106800.00	4 Social security tax withheld 4485.60		
5 Medicare wages and tips 652839.20	6 Medicare tax withheld 9466.17		
d Control number 000476 NCN2/N32	Dept. 751060	Corp. A	Employer use only 45

e Employer's name, address, and ZIP code
**HARTSVILLE MEDICAL GROUP LLC
HARTSVILLE MEDICAL GROUP
1304 W. BOBO NEWSOME HWY
HARTSVILLE SC 29550**

b Employer's FED ID number 27-0172376	a Employee's SSA number 083-64-2427
--	--

7 Social security tips	8 Allocated tips
9	10 Dependent care benefits
11 Nonqualified plans	12a See instructions for box 12 C 840.00
14 Other	12b D 16134.24
	12c
	12d
	13 Stat emp./Ret. plan/3rd party sick pay X

e/f Employee's name, address and ZIP code
**ORVILLE H DYCE
401 WOODLAND DR.
HARTSVILLE SC 29550**

15 State Employer's state ID no. SC 25538537 2	16 State wages, tips, etc. 636704.96
17 State income tax 43173.92	18 Local wages, tips, etc.
19 Local income tax	20 Locality name

1 Wages, tips, other comp. 636704.96	2 Federal income tax withheld 174345.36		
3 Social security wages 106800.00	4 Social security tax withheld 4485.60		
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d Control number 000476 NCN2/N32	Dept. 751060	Corp. A	Employer use only 45

e Employer's name, address, and ZIP code
**HARTSVILLE MEDICAL GROUP LLC
HARTSVILLE MEDICAL GROUP
1304 W. BOBO NEWSOME HWY
HARTSVILLE SC 29550**

b Employer's FED ID number 27-0172376	a Employee's SSA number 083-64-2427
--	--

7 Social security tips	8 Allocated tips
9	10 Dependent care benefits
11 Nonqualified plans	12a C 840.00
14 Other	12b D 16134.24
	12c
	12d
	13 Stat emp./Ret. plan/3rd party sick pay X

e/f Employee's name, address and ZIP code
**ORVILLE H DYCE
401 WOODLAND DR.
HARTSVILLE SC 29550**

15 State Employer's state ID no. SC 25538537 2	16 State wages, tips, etc. 636704.96
17 State income tax 43173.92	18 Local wages, tips, etc.
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1 Wages, tips, other comp. 636704.96	2 Federal income tax withheld 174345.36		
3 Social security wages 106800.00	4 Social security tax withheld 4485.60		
5 Medicare wages and tips 652839.20	6 Medicare tax withheld 9466.17		
d Control number 000476 NCN2/N32	Dept. 751060	Corp. A	Employer use only 45

e Employer's name, address, and ZIP code
**HARTSVILLE MEDICAL GROUP LLC
HARTSVILLE MEDICAL GROUP
1304 W. BOBO NEWSOME HWY
HARTSVILLE SC 29550**

b Employer's FED ID number 27-0172376	a Employee's SSA number 083-64-2427
--	--

7 Social security tips	8 Allocated tips
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11 Nonqualified plans	12a C 840.00
14 Other	12b D 16134.24
	12c
	12d
	13 Stat emp./Ret. plan/3rd party sick pay X

e/f Employee's name, address and ZIP code
**ORVILLE H DYCE
401 WOODLAND DR.
HARTSVILLE SC 29550**

15 State Employer's state ID no. SC 25538537 2	16 State wages, tips, etc. 636704.96
17 State income tax 43173.92	18 Local wages, tips, etc.
19 Local income tax	20 Locality name

Federal Filing Copy
W-2 Wage and Tax Statement 2011
OMB No. 1545-0045
Form C to be filed with employee's Federal Income Tax Return.

SC. State Reference Copy
W-2 Wage and Tax Statement 2011
OMB No. 1545-0045
Form 2 to be filed with employee's State Income Tax Return.

SC. State Filing Copy
W-2 Wage and Tax Statement 2011
OMB No. 1545-0045
Form 2 to be filed with employee's State Income Tax Return.

Plaintiffs' Ex 0234.001

a Employee's social security number 083-64-2427		OMB No. 1545-0008					
b Employer identification number 31-1575142		d Control number		1 Wages, tips, other compensation 48178.72		2 Federal income tax withheld 2143.04	
c Employer's name, address, and ZIP code DEFENSE FINANCE & ACTG SERV AGENT FOR VETERANS AFFAIRS 1240 E 9TH ST RM 1907 (2PV) CLEVELAND OH 44199				3 Social security wages 48432.71		4 Social security tax withheld 2034.17	
				5 Medicare wages and tips 48432.71		6 Medicare tax withheld 702.28	
				7 Social security tips		8 Allocated tips	
e Employee's name, address, and ZIP code ORVILLE H DYCE 401 WOODLAND DR HARTSVILLE SC 29550-3641				9 Advance EIC payment		10 Dependent care benefits	
				12 See Instrs. for box 12 D 253.99		14 See Instrs. for box 14	
				13 ☐ Statutory employee ☒ Retirement Plan ☐ Third party sick pay			
15 State	Employer's state I.D. no SC 251996942	16 State wages, tips, etc 48178.72	17 State income tax 1865.88	18 Local wages, tips, etc	19 Local income tax	20 Locality name	
15 State	Employer's state I.D. no	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name	

Form **W-2** Wage and Tax Statement **2011**

Department of the Treasury - Internal Revenue Service

Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return

a Employee's social security number 083-64-2427		OMB No. 1545-0008					
b Employer identification number 31-1575142		d Control number		1 Wages, tips, other compensation 48178.72		2 Federal income tax withheld 2143.04	
c Employer's name, address, and ZIP code DEFENSE FINANCE & ACTG SERV AGENT FOR VETERANS AFFAIRS 1240 E 9TH ST RM 1907 (2PV) CLEVELAND OH 44199				3 Social security wages 48432.71		4 Social security tax withheld 2034.17	
				5 Medicare wages and tips 48432.71		6 Medicare tax withheld 702.28	
				7 Social security tips		8 Allocated tips	
e Employee's name, address, and ZIP code ORVILLE H DYCE 401 WOODLAND DR HARTSVILLE SC 29550-3641				9 Advance EIC payment		10 Dependent care benefits	
				12 See Instrs. for box 12 D 253.99		14 See Instrs. for box 14	
				13 ☐ Statutory employee ☒ Retirement Plan ☐ Third party sick pay			
15 State	Employer's state I.D. no SC 251996942	16 State wages, tips, etc 48178.72	17 State income tax 1865.88	18 Local wages, tips, etc	19 Local income tax	20 Locality name	
15 State	Employer's state I.D. no	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name	

Form **W-2** Wage and Tax Statement **2011**

Department of the Treasury - Internal Revenue Service

Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return

Safe, accurate, **efile** Visit the IRS Web Site
 FAST! Use at www.irs.gov/efile

Employee Reference Copy
W-2 Wage and Tax Statement 2012
 Copy C for employee's records
 OMB No. 1545-0046

d Control number	Dept.	Corp.	Employer use only
000476 NCN2/N32	751060	A	57

c Employer's name, address, and ZIP code
HARTSVILLE MEDICAL GROUP LLC
HARTSVILLE MEDICAL GROUP
1304 W. BOBO NEWSOME HWY
HARTSVILLE SC 29550
 Batch #02278

ef Employer's name, address, and ZIP code
ORVILLE H DYCE
710 W HOME AVE.
HARTSVILLE SC 29550

b Employer's FED ID number	a Employer's SSA number
27-0172376	083-64-2427

1 Wages, tips, other comp.	2 Federal income tax withheld
906381.00	224999.28

3 Social security wages	4 Social security tax withheld
110100.00	4624.20

5 Medicare wages and tips	6 Medicare tax withheld
923381.00	13389.02

7 Social security tips	8 Allocated tips

9	10 Dependent care benefits

11 Nonqualified plans	12a See instructions for box 12
	C 840.00

14 Other	12b D 17000.00
	12c DD 13133.15
	12d
	13 Stat emp./Ret. plan/3rd party sick pay
	X

15 State Employer's state ID no.	16 State wages, tips, etc.
SC 25538537 2	906381.00

17 State income tax	18 Local wages, tips, etc.
4307.15	

19 Local income tax	20 Locality name

2012 W-2 and EARNINGS SUMMARY



This blue Earnings Summary section is included with your W-2 to help describe portions in more detail. The reverse side includes general information that you may also find helpful.

1. The following information reflects your final 2012 pay stub plus any adjustments submitted by your employer.

Gross Pay	929888.08	Social Security Tax Withheld Box 4 of W-2	4624.20	SC State Income Tax Box 17 of W-2	4307.15
Fed. Income Tax Withheld Box 2 of W-2	224999.28	Medicare Tax Withheld Box 6 of W-2	13389.02	SUI/SDI Box 14 of W-2	

2. Your Gross Pay was adjusted as follows to produce your W-2 Statement.

	Wages, Tips, other Compensation Box 1 of W-2	Social Security Wages Box 3 of W-2	Medicare Wages Box 5 of W-2	SC State Wages, Tips, Etc. Box 16 of W-2
Gross Pay	929,888.08	929,888.08	929,888.08	929,888.08
Plus GTL (C-Box 12)	840.00	840.00	840.00	840.00
Less Misc. Non Taxable Comp.	1,040.00	1,040.00	1,040.00	1,040.00
Less 401(k) (D-Box 12)	17,000.00	N/A	N/A	17,000.00
Less Medical FSA	2,499.90	2,499.90	2,499.90	2,499.90
Less Other Cafe 125	3,807.18	3,807.18	3,807.18	3,807.18
Wages Over Limit	N/A	813,281.00	N/A	N/A
Reported W-2 Wages	906,381.00	110,100.00	923,381.00	906,381.00

3. Employee W-4 Profile. To change your Employee W-4 Profile Information, file a new W-4 with your payroll dept.

ORVILLE H DYCE
710 W HOME AVE.
HARTSVILLE SC 29550

Social Security Number: 083-64-2427

Taxable Marital Status: MARRIED

Exemptions/Allowances:

FEDERAL: 5

STATE: 5 Tax Blocked

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1 Wages, tips, other comp.	2 Federal income tax withheld
906381.00	224999.28

3 Social security wages	4 Social security tax withheld
110100.00	4624.20

5 Medicare wages and tips	6 Medicare tax withheld
923381.00	13389.02

d Control number	Dept.	Corp.	Employer use only
000476 NCN2/N32	751060	A	57

c Employer's name, address, and ZIP code
HARTSVILLE MEDICAL GROUP LLC
HARTSVILLE MEDICAL GROUP
1304 W. BOBO NEWSOME HWY
HARTSVILLE SC 29550

b Employer's FED ID number	a Employer's SSA number
27-0172376	083-64-2427

7 Social security tips	8 Allocated tips

9	10 Dependent care benefits

11 Nonqualified plans	12a See instructions for box 12
	C 840.00

14 Other	12b D 17000.00
	12c DD 13133.15
	12d
	13 Stat emp./Ret. plan/3rd party sick pay
	X

ef Employer's name, address and ZIP code
ORVILLE H DYCE
710 W HOME AVE.
HARTSVILLE SC 29550

15 State Employer's state ID no.	16 State wages, tips, etc.
SC 25538537 2	906381.00

17 State income tax	18 Local wages, tips, etc.
4307.15	

19 Local income tax	20 Locality name

Federal Filing Copy
W-2 Wage and Tax Statement 2012
 Copy B to be filed with employee's Federal Income Tax Return.

1 Wages, tips, other comp.	2 Federal income tax withheld
906381.00	224999.28

3 Social security wages	4 Social security tax withheld
110100.00	4624.20

5 Medicare wages and tips	6 Medicare tax withheld
923381.00	13389.02

d Control number	Dept.	Corp.	Employer use only
000476 NCN2/N32	751060	A	57

c Employer's name, address, and ZIP code
HARTSVILLE MEDICAL GROUP LLC
HARTSVILLE MEDICAL GROUP
1304 W. BOBO NEWSOME HWY
HARTSVILLE SC 29550

b Employer's FED ID number	a Employer's SSA number
27-0172376	083-64-2427

7 Social security tips	8 Allocated tips

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	12c DD 13133.15
	12d
	13 Stat emp./Ret. plan/3rd party sick pay
	X

ef Employer's name, address and ZIP code
ORVILLE H DYCE
710 W HOME AVE.
HARTSVILLE SC 29550

15 State Employer's state ID no.	16 State wages, tips, etc.
SC 25538537 2	906381.00

17 State income tax	18 Local wages, tips, etc.
4307.15	

19 Local income tax	20 Locality name

SC State Reference Copy
W-2 Wage and Tax Statement 2012
 Copy 2 to be filed with employee's State Income Tax Return.

1 Wages, tips, other comp.	2 Federal income tax withheld
906381.00	224999.28

3 Social security wages	4 Social security tax withheld
110100.00	4624.20

5 Medicare wages and tips	6 Medicare tax withheld
923381.00	13389.02

d Control number	Dept.	Corp.	Employer use only
000476 NCN2/N32	751060	A	57

c Employer's name, address, and ZIP code
HARTSVILLE MEDICAL GROUP LLC
HARTSVILLE MEDICAL GROUP
1304 W. BOBO NEWSOME HWY
HARTSVILLE SC 29550

b Employer's FED ID number	a Employer's SSA number
27-0172376	083-64-2427

7 Social security tips	8 Allocated tips

9	10 Dependent care benefits

11 Nonqualified plans	12a See instructions for box 12
	C 840.00

14 Other	12b D 17000.00
	12c DD 13133.15
	12d
	13 Stat emp./Ret. plan/3rd party sick pay
	X

ef Employer's name, address and ZIP code
ORVILLE H DYCE
710 W HOME AVE.
HARTSVILLE SC 29550

15 State Employer's state ID no.	16 State wages, tips, etc.
SC 25538537 2	906381.00

17 State income tax	18 Local wages, tips, etc.
4307.15	

19 Local income tax	20 Locality name

SC State Filing Copy
W-2 Wage and Tax Statement 2012
 Copy 2 to be filed with employee's State Income Tax Return.

Plaintiffs' Ex 0234.003

W-2 WAGE AND TAX STATEMENT 2012	1. Wages, tips, other comp 104430.20	2. Federal income tax withheld 10228.31
	3. Social Security wages 104430.20	4. Social Security tax withheld 4388.07
	5. Medicare wages and tips 104430.20	6. Medicare tax withheld 1514.25
	Employer's identification number 31-1575142	
Employer's name, address, and ZIP code Defense Finance & Actg Serv Agent for Dept of Veterans Affairs 1240 E 9th Street, Room 1907 (ZPV) Cleveland, Ohio 44199		10. Dependent care benefits .00
Employee's social security number 083-84-2427		12a See instructions for box 12
Employee's first name, MI, last name, and suffix ORVILLE H DYCE 710 W HOME AVE HARTSVILLE SC 29550-4432		12b
Employee's address and Zip code		12c
13. ☒ Retirement Plan		12d
15. State Employer's state ID. No. SC 251988942	16. State wages, tips, etc. 104430.20	17. State income tax 5288.38
18. Local wages, tips, etc.	19. Local income tax	20. Locality Name

COPY B TO BE FILED WITH EMPLOYEE'S FEDERAL TAX RETURN
THIS INFORMATION IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE.

W-2 WAGE AND TAX STATEMENT 2012	1. Wages, tips, other comp 104430.20	2. Federal income tax withheld 10228.31
	3. Social Security wages 104430.20	4. Social Security tax withheld 4388.07
	5. Medicare wages and tips 104430.20	6. Medicare tax withheld 1514.25
	Employer's identification number 31-1575142	
Employer's name, address, and ZIP code Defense Finance & Actg Serv Agent for Dept of Veterans Affairs 1240 E 9th Street, Room 1907 (ZPV) Cleveland, Ohio 44199		10. Dependent care benefits .00
Employee's social security number 083-84-2427		12a See instructions for box 12
Employee's first name, MI, last name, and suffix ORVILLE H DYCE 710 W HOME AVE HARTSVILLE SC 29550-4432		12b
Employee's address and Zip code		12c
13. ☒ Retirement Plan		12d
15. State Employer's state ID. No. SC 251988942	16. State wages, tips, etc. 104430.20	17. State income tax 5288.38
18. Local wages, tips, etc.	19. Local income tax	20. Locality Name

COPY 2 TO BE FILED WITH EMPLOYEE'S STATE, CITY, OR LOCAL INCOME TAX RETURN
EMPLOYEE'S AND EMPLOYER'S COPY COMPARED.

W-2 WAGE AND TAX STATEMENT 2012	1. Wages, tips, other comp 104430.20	2. Federal income tax withheld 10228.31
	3. Social Security wages 104430.20	4. Social Security tax withheld 4388.07
	5. Medicare wages and tips 104430.20	6. Medicare tax withheld 1514.25
	Employer's identification number 31-1575142	
Employer's name, address, and ZIP code Defense Finance & Actg Serv Agent for Dept of Veterans Affairs 1240 E 9th Street, Room 1907 (ZPV) Cleveland, Ohio 44199		10. Dependent care benefits .00
Employee's social security number 083-84-2427		12a See instructions for box 12
Employee's first name, MI, last name, and suffix ORVILLE H DYCE 710 W HOME AVE HARTSVILLE SC 29550-4432		12b
Employee's address and Zip code		12c
13. ☒ Retirement Plan		12d
15. State Employer's state ID. No. SC 251988942	16. State wages, tips, etc. 104430.20	17. State income tax 5288.38
18. Local wages, tips, etc.	19. Local income tax	20. Locality Name

COPY C FOR EMPLOYEE'S RECORDS
THIS INFORMATION IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF
YOU ARE REQUIRED TO FILE A TAX RETURN, A NEGLIGENCE PENALTY OR OTHER
SANCTION MAY BE IMPOSED ON YOU IF THIS INCOME IS TAXABLE AND YOU FAIL
TO REPORT IT.

W-2 WAGE AND TAX STATEMENT 2012	1. Wages, tips, other comp 104430.20	2. Federal income tax withheld 10228.31
	3. Social Security wages 104430.20	4. Social Security tax withheld 4388.07
	5. Medicare wages and tips 104430.20	6. Medicare tax withheld 1514.25
	Employer's identification number 31-1575142	
Employer's name, address, and ZIP code Defense Finance & Actg Serv Agent for Dept of Veterans Affairs 1240 E 9th Street, Room 1907 (ZPV) Cleveland, Ohio 44199		10. Dependent care benefits .00
Employee's social security number 083-84-2427		12a See instructions for box 12
Employee's first name, MI, last name, and suffix ORVILLE H DYCE 710 W HOME AVE HARTSVILLE SC 29550-4432		12b
Employee's address and Zip code		12c
13. ☒ Retirement Plan		12d
15. State Employer's state ID. No. SC 251988942	16. State wages, tips, etc. 104430.20	17. State income tax 5288.38
18. Local wages, tips, etc.	19. Local income tax	20. Locality Name

COPY 2 TO BE FILED WITH EMPLOYEE'S STATE, CITY, OR LOCAL INCOME TAX RETURN
EMPLOYEE'S AND EMPLOYER'S COPY COMPARED.

3:26 PM

06/01/10

Accrual Basis

SCENT Land Holdings

Trial Balance

As of December 31, 2009

		Dec 31, 09	
		Debit	Credit
SCENT Land Holdings		7,650.92	
N/R - SC ENT Allergy & Sleep Me		10,697.11	
Hartsville Building		1,094,362.83	
Lugoff Building		302,693.05	
Lugoff Lot 1		200,000.00	
Lugoff Lot 2		125,000.00	
Park Central		461,757.00	
N/P SC ENT Allergy & Sleep			322,193.05
N/P Hartsville			1,049,029.46
N/P Lugoff Lot			199,129.25
N/P Lugoff Parcel #2			123,637.66
N/P Richland County			399,393.87
Capital - Dr. Dyce			36,138.23
Capital - Dr. Puchalski			36,138.23
Income Management Fee			130,848.80
Cleaning Services		0.00	
Interest Expense		94,298.64	
Interest Expense: Finance Charge		49.00	
Lawn Care		0.00	
Pest Control		0.00	
Rent		0.00	
Utilities		0.00	
TOTAL		<u>2,296,508.55</u>	<u>2,296,508.55</u>

Dyce

26,892

final for tax return

4:03 PM
06/01/10
Cash Basis

SCENT Land Holdings
Balance Sheet
As of December 31, 2009

	<u>Dec 31, 09</u>
ASSETS	
Current Assets	
Checking/Savings	
SCENT Land Holdings	7,650.92
Total Checking/Savings	7,650.92
Other Current Assets	
N/R - SC ENT Allergy & Sleep Me	10,697.11
Total Other Current Assets	10,697.11
Total Current Assets	18,348.03
Fixed Assets	
Accumulated Depreciation	-26,892.00
Hartsville Building	1,094,362.83
Lugoff Building	302,693.05
Lugoff Lot 1	200,000.00
Lugoff Lot 2	125,000.00
Park Central	461,757.00
Total Fixed Assets	2,156,920.88
TOTAL ASSETS	<u>2,175,268.91</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
N/P SC ENT Allergy & Sleep	322,193.05
Total Other Current Liabilities	322,193.05
Total Current Liabilities	322,193.05
Long Term Liabilities	
N/P Hartsville	1,049,029.46 ✓
N/P Lugoff Lot	199,129.25 ✓
N/P Lugoff Parcel #2	123,637.66 ✓
N/P Richland County	399,393.87 ✓
Total Long Term Liabilities	1,771,190.24
Total Liabilities	2,093,383.29
Equity	
Capital - Dr. Dyce	36,138.23
Capital - Dr. Puchalski	36,138.23
Net Income	9,609.16
Total Equity	81,885.62
TOTAL LIABILITIES & EQUITY	<u>2,175,268.91</u>

- R to SCENT Allergy

- In process construction

- R to SCENT Allergy

4:02 PM
06/01/10
Cash Basis

SCENT Land Holdings
Profit & Loss
January through December 2009

	Jan - Dec 09
Ordinary Income/Expense	
Income	
Income Management Fee	130,848.80
Total Income	130,848.80
Expense	
Cleaning Services	0.00
Depreciation Expense	26,892.00
Interest Expense	
Finance Charge	49.00
Interest Expense - Other	94,298.64
Total Interest Expense	94,347.64
Lawn Care	0.00
Pest Control	0.00
Rent	0.00
Utilities	0.00
Total Expense	121,239.64
Net Ordinary Income	9,609.16
Net Income	9,609.16