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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

APPEAL FROM KERSHAW COUNTY
Court of Common Pleas

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

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NOV 30 2016
SC Court of Appeals

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. XI

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BRANCH 069

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75-086869-5 SCENT LA	BEGINNING BALANCE								.00
00-00-00 PREV	05-05-10 001 A1 878	325,000.00-	325,000.00-	.00	.00	.00 L	.00	.00	325,000.00
	05-13-10 001 A1 878	674,756.00-	674,756.00-	.00	.00	.00 L	.00	.00	999,756.00
	05-17-10 001 A1 878	66,426.55-	66,426.55-	.00	.00	.00 L	.00	.00	1066,182.55
	05-21-10 001 A1 878	202,693.05-	202,693.05-	.00	.00	.00 L	.00	.00	1268,875.60
	06-10-10 099 A1 788	4,941.29	.00	4941.29	.00	.00 L	.00	.00	1268,875.60
	06-09-10 001 A1 878	125,134.00-	125,134.00-	.00	.00	.00 L	.00	.00	1394,009.60
	07-05-10 099 A1 788	6,829.23	.00	6829.23	.00	.00 L	.00	.00	1394,009.60
	07-09-10 001 A1 878	110,891.00-	110,891.00-	.00	.00	.00 L	.00	.00	1504,900.60
	08-10-10 099 A1 788	7,637.22	.00	7637.22	.00	.00 L	.00	.00	1504,900.60
	08-10-10 001 A1 878	117,769.00-	117,769.00-	.00	.00	.00 L	.00	.00	1622,669.60
	09-08-10 099 A1 788	8,216.60	.00	8216.60	.00	.00 L	.00	.00	1622,669.60
	09-10-10 001 A1 878	64,549.00-	64,549.00-	.00	.00	.00 L	.00	.00	1687,218.60
	10-05-10 099 A1 788	8,312.45	.00	8312.45	.00	.00 L	.00	.00	1687,218.60
	10-13-10 001 A1 878	18,901.00-	18,901.00-	.00	.00	.00 L	.00	.00	1706,119.60
	11-05-10 099 A1 788	8,716.50	.00	8716.50	.00	.00 L	.00	.00	1706,119.60
	12-05-10 099 A1 788	8,459.51	.00	8459.51	.00	.00 L	.00	.00	1706,119.60
01-05-11 NEXT	ENDING BALANCE	1653,006.80-	1706,119.60-	53112.80	.00	.00 L	.00	.00	1706,119.60

BRANCH 069

ACCOUNT NBR CIF NAME / DUE DATE	TRANS DT	BRN	TL	T/C	TRAN AMOUNT	PRINCIPAL	INTEREST	INSUR	L/C-NSF	DLR INC	SRV FEE	PRIN BALANCE
75-086869-5 SCENT LA	BEGINNING BALANCE											1706,119.60
01-05-11 PREV	01-05-11	099	A1	788	8,741.49	.00	8741.49	.00	.00 L	.00	.00	1706,119.60
	02-05-11	099	A1	788	8,741.50	.00	8741.50	.00	.00 L	.00	.00	1706,119.60
	03-05-11	099	A1	788	7,895.54	.00	7895.54	.00	.00 L	.00	.00	1706,119.60
	04-05-11	099	A1	788	8,741.49	.00	8741.49	.00	.00 L	.00	.00	1706,119.60
	05-05-11	099	A1	788	8,459.51	.00	8459.51	.00	.00 L	.00	.00	1706,119.60
	05-06-11	001	A1	878	25,606.00-	25,606.00-	.00	.00	.00 L	.00	.00	1731,725.60
	06-05-11	099	A1	788	10,814.41	1,945.95	8868.46	.00	.00 L	.00	.00	1729,779.65
	07-05-11	099	A1	788	10,814.41	2,237.58	8576.83	.00	.00 L	.00	.00	1727;542.07
	08-05-11	099	A1	788	10,814.41	1,963.16	8851.25	.00	.00 L	.00	.00	1725,578.91
	09-05-11	099	A1	788	10,814.41	1,973.22	8841.19	.00	.00 L	.00	.00	1723,605.69
	09-26-11	001	A1	111	5,988.04	5.69	5982.35	.00	.00 L	.00	.00	1723,600.00
	09-26-11	001	A1	770	1723,600.00	1723,600.00	.00	.00	.00 L	.00	.00	.00
	09-26-11	001	A1	878	1723,600.00-	1723,600.00-	.00	.00	.00 L	.00	.00	1723,600.00
	11-05-11	099	A1	788	9,887.39	.00	9887.39	.00	.00 L	.00	.00	1723,600.00
	12-05-11	099	A1	788	9,887.39	1,341.83	8545.56	.00	.00 L	.00	.00	1722,258.17
01-05-12 NEXT	ENDING BALANCE				85,993.99	16,138.57-	102132.56	.00	.00 L .00 F	.00	.00	1722,258.17

Note 750868695 - SCENT LAND HOLDINGS LLC

	Rel	Birthdate	Phone	Tax Identification
[01] SCENT LAND HOLDINGS LLC	*		**********	**********
PO BOX 520 LUGOFF SC 29078				

Tax Name: [1] SCENT LAND HOLDINGS LLC

Presentments

No Presentments for Account

2012

Date	Description	Transaction Amount	Principal	Interest	Principal Balance
Jan 05, 2012	Payment - Extra To Principal	$9,887.39	$1,730.60	$8,156.79	$1,720,527.57
Feb 06, 2012	Payment - Extra To Principal	$9,887.39	$1,475.93	$8,411.46	$1,719,051.64
Mar 05, 2012	Payment - Extra To Principal	$9,887.39	$2,533.67	$7,353.72	$1,716,517.97
Apr 05, 2012	Payment - Extra To Principal	$9,887.39	$1,757.78	$8,129.61	$1,714,760.19
May 07, 2012	Payment - Extra To Principal	$9,887.39	$1,504.12	$8,383.27	$1,713,256.07

AUG 26 2010

FIRST PALMETTO SAVINGS BANK, F.S.B.

NAME/ADDRESS CHANGE AUTHORIZATION

CUSTOMER INFORMATION

Customer Name: SCENT Land Holdings, LLC

Social Security Number: 263,444,911 Date of Birth: Drivers License Number:

Home Phone Number: Work Phone Number: (803) 408-3277 Cell Number:

ACCOUNT INFORMATION

☒ Checking Accounts 56-56692-62 ☐ Certificate of Deposit

☐ Savings Accounts ☐ IRA

☐ Mortgage Loan ☒ Installment Loan 75-085362-2; 77-086101-3 ✓ ✓

75-086869-5 ✓

☐ Safe Deposit Box Number: Branch:

NAME CHANGE AUTHORIZATION

As owner of the above refrenced account(s), I hereby authorize First Palmetto Savings Bank, F.S.B. to change the name on the account.

From (Print Former Name):

To (Print Current Name):

(Fill in name EXACTLY as it appears on Social Security Card)

ADDRESS CHANGE AUTHORIZATION

As owner of the above refrenced account(s), I hereby authorize First Palmetto Savings Bank, F.S.B. to change the address on the account.

From OLD ADDRESS:

Street Address/PO Box: 1165 Hwy 17 S, Suite 300

City: Lugoff State: South Carolina ZIP: 29078

To NEW ADDRESS:

Street Address/PO Box: PO Box 520 ✓ M.D. already changed 8.26.10

City: Lugoff State: South Carolina ZIP: 29078

CUSTOMER VERIFICATION

I certify that the information contained herein is correct as of the date listed below.

Applicant Signature: Date: 8/25/10

OFFICE USE ONLY

Received By: Jenny Cooper Branch: Main

Date: 8/26/10 Time: Mon 2:00 Received: ☐ In Person ☐ By Phone ☐ In Mail

Plaintiffs' Ex 0283.004

Kershaw County Assessors Office

Recent Sales in Area	Previous Parcel	Next Parcel	Return to Main Search Page	Kershaw Home

Owner and Parcel Information

Owner Name	SCENT LAND HOLDINGS LLC	Today's Date	November 9, 2011
Mailing Address	15 EXCHANGE DRIVE	Parcel Number	309-00-00-075
	1165 HWY 1 S LUGOFF SC 29078	Tax District	County (District 277F)
Location Address	15 EXCHANGE DRIVE	Zoning	I-1
Class Code (NOTE: Not Zoning Info)	RG-	Acres	2 00
Description	2547-126 2486-108	Parcel Map	Show Parcel Map
Legal Information		Record Type	
Town Code / Neighborhood		Owner Occupied	

Generate Owner List By Radius

2010 Value Information

Online Taxes

Land Value	Improvement Value	Total Value	Taxable Value	Total Assessment
$ 350,000	$ 1,323,900	$ 1,673,900	$ 1,673,900	$ 100,435

Building Information

No information available at this time

Lot Size Information (Dimensions in Feet)

Front	Back	Left	Right

Sale Information

Sale Date	Price	Deed Book	Plat Book	Grantor
07-08-2009	$ 125,000	2547 126	2547 125	EASTERN LAND & TIMBER

Recent Sales in Area	Previous Parcel	Next Parcel	Return to Main Search Page	Kershaw Home

The Kershaw County Tax Assessor's Office makes every effort to produce the most accurate information possible No warranties, expressed or implied, are provided for the data herein, its use or interpretation Website Updated July 22, 2011

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TAX ASSESSMENT
75-086869-5

James Van Horn

From: "Carr, Jan" <jcarr@boenninginc.com>
To: "James Van Horn" <jvanhorn@fpsb.com>
Sent: Thursday, November 10, 2011 9:50 AM
Subject: RE: Puchalski

Current market value: 1,510,000.00 No margin balance.

Jna

-----Original Message-----
From: James Van Horn [mailto:jvanhorn@fpsb.com]
Sent: Thursday, November 10, 2011 9:41 AM
To: Carr, Jan
Subject: Puchalski

Jan, can you send me an updated balance on Puchalski's account with B & S?
Below you'll find our previous conversation. Thanks
James
From: Carr, Jan [mailto:jcarr@boenninginc.com]
Sent: Monday, April 11, 2011 1:55 PM
To: jvanhorn@fpsb.com
Cc: Alan D Thomson
Subject: FW: Puchalski

James:

Attached is the original control agreement from 3/23/10 (thanks Alan!).

The account is till with Boenning & scattergood. The net equity as of 3/31/11 was

$1,619,199.20

Please let me know if you require additional information on this matter.

11/10/2011

Jan R. Carr

Sr. Vice President

Boenning & Scattergood, Inc.

1235 Westlakes Drive, Suite 260

Berwyn, PA 19312

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11/10/2011

FIRST PALMETTO SAVINGS BANK, F.S.B. – Inspection

Date: January 28, 2011

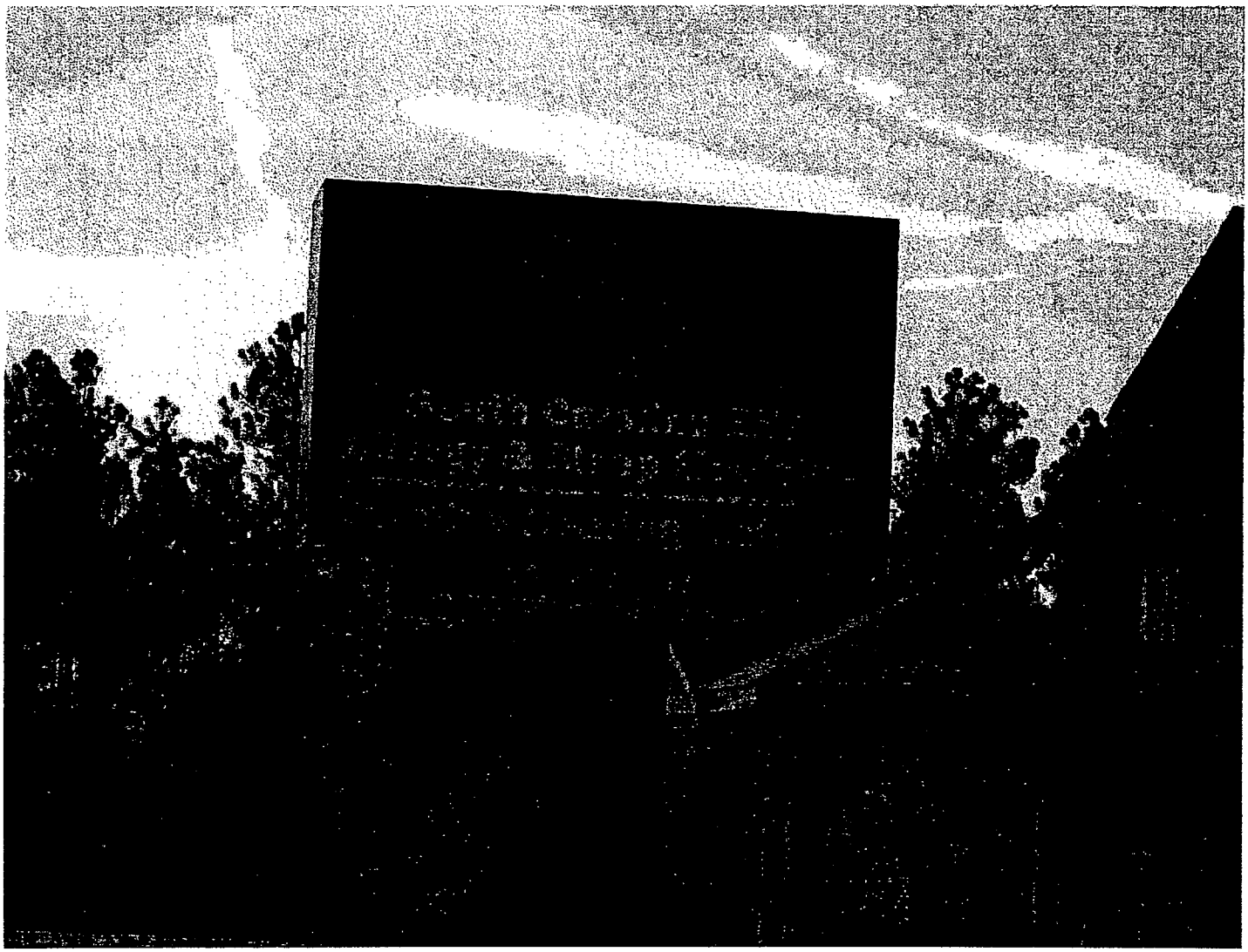
Inspected by: Nancy Gregory

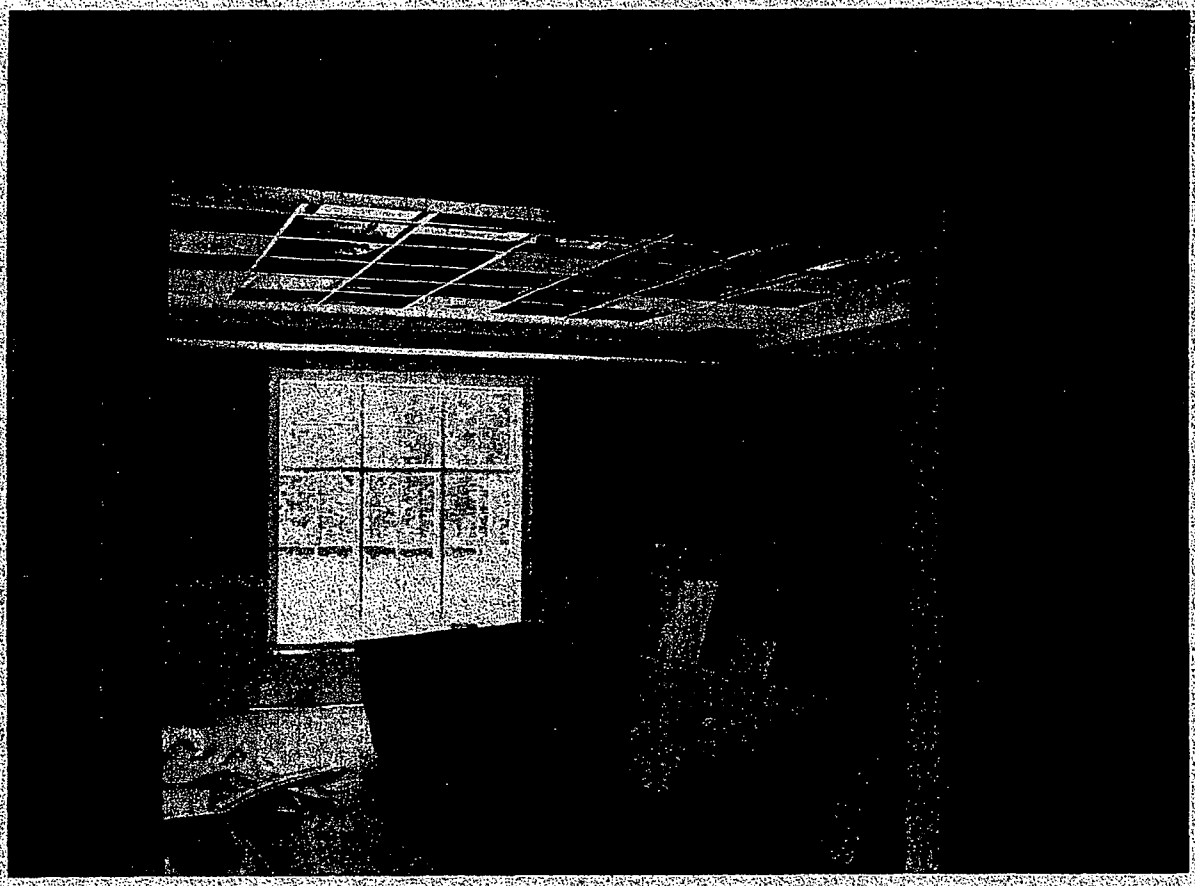
Borrower: SCENT Land Holdings, LLC

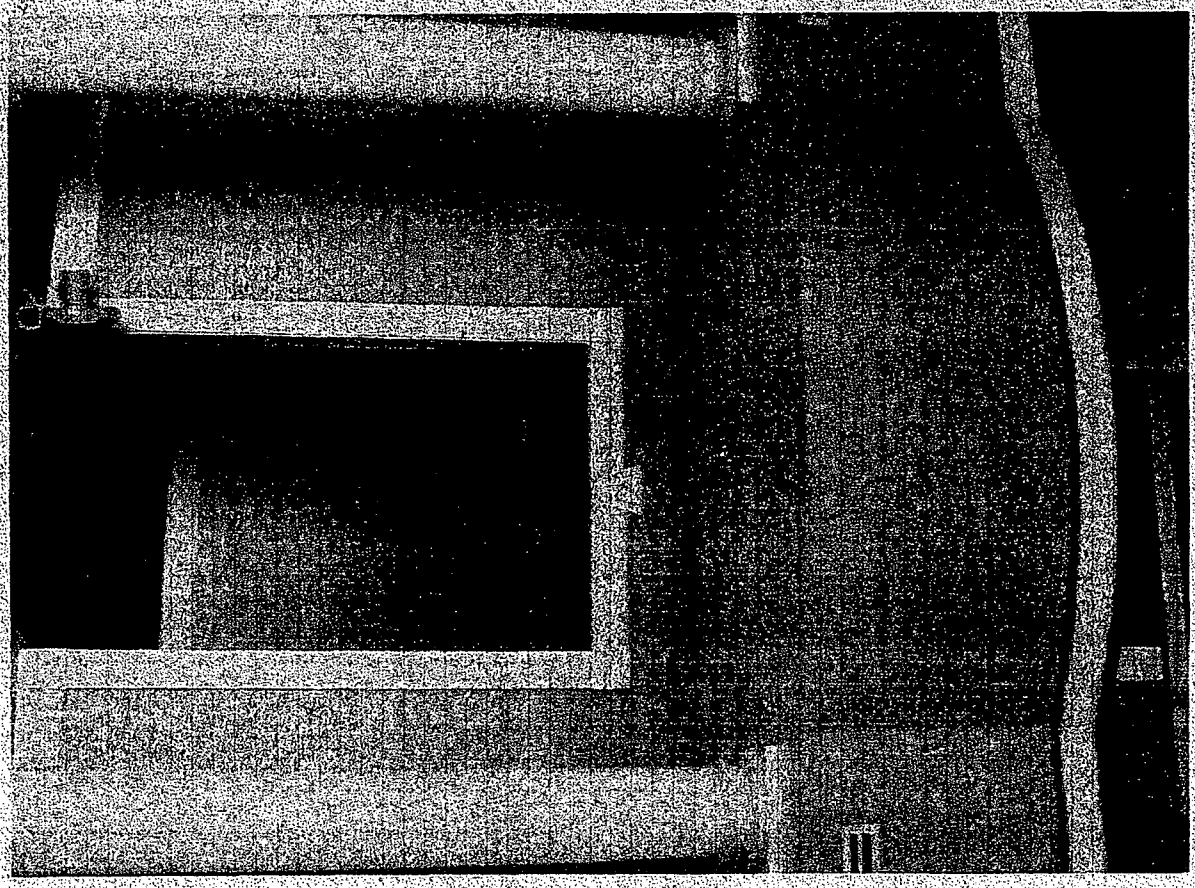
Loan #: 75-086869-5

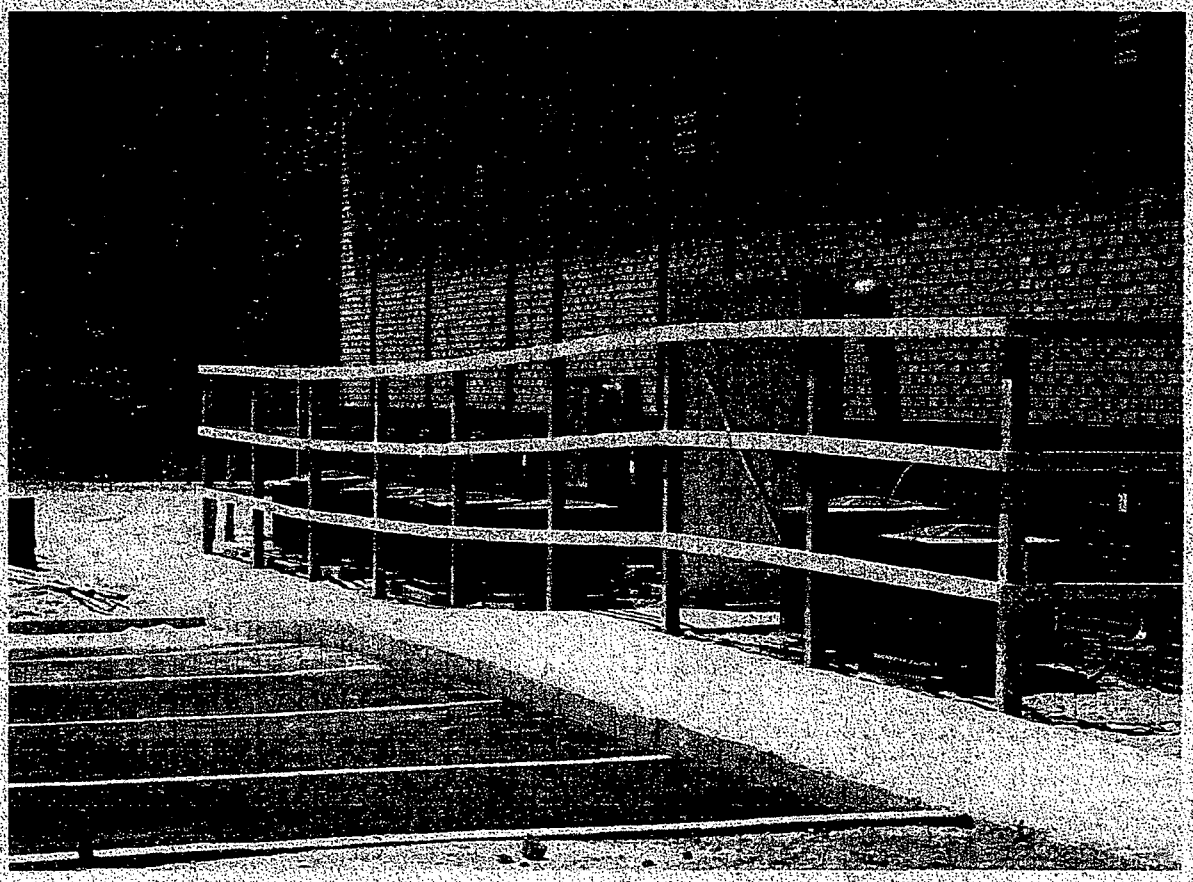
Property Address: Highway 601
Lugoff, SC

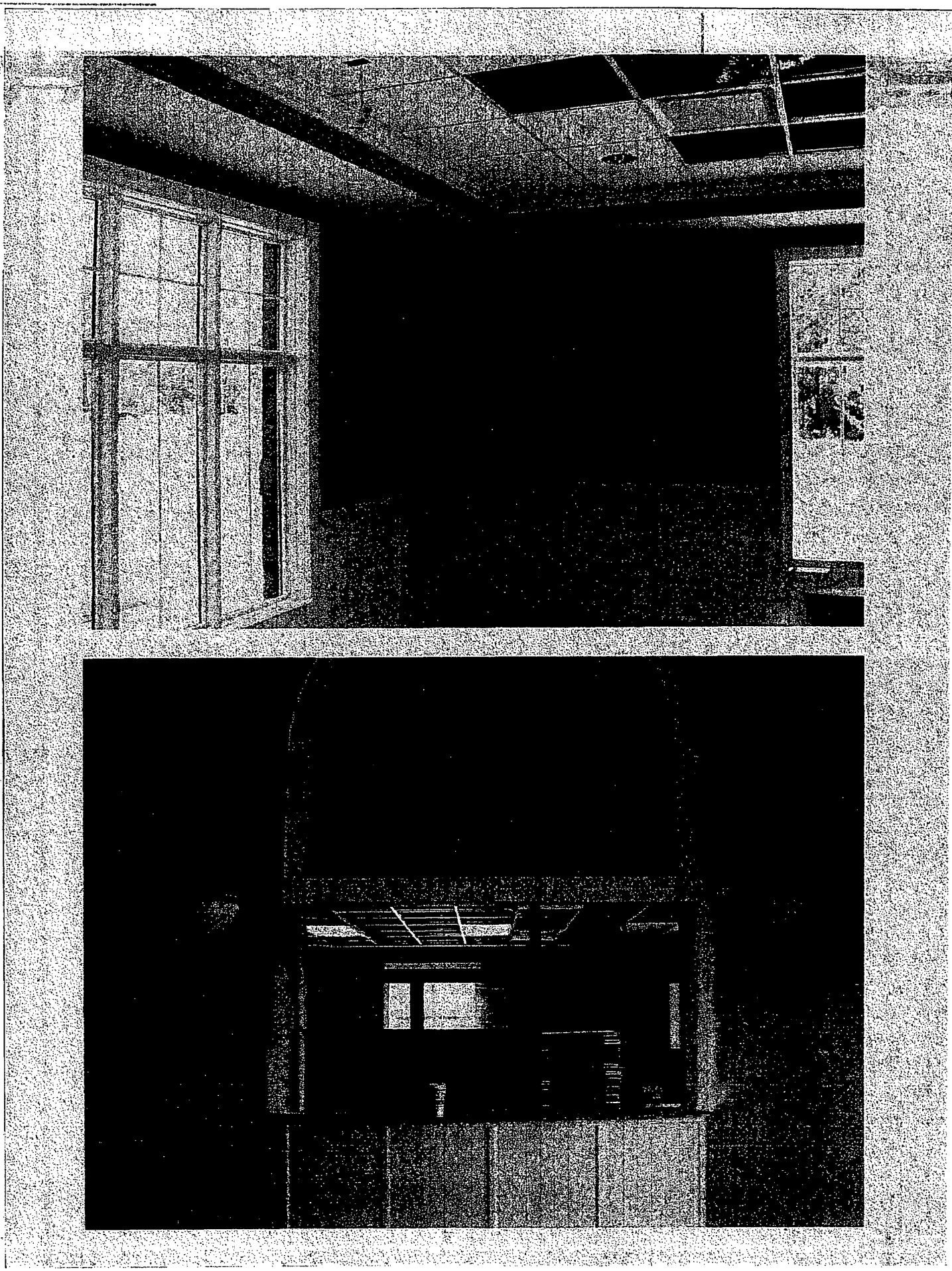
Plaintiffs' Ex 0283.008

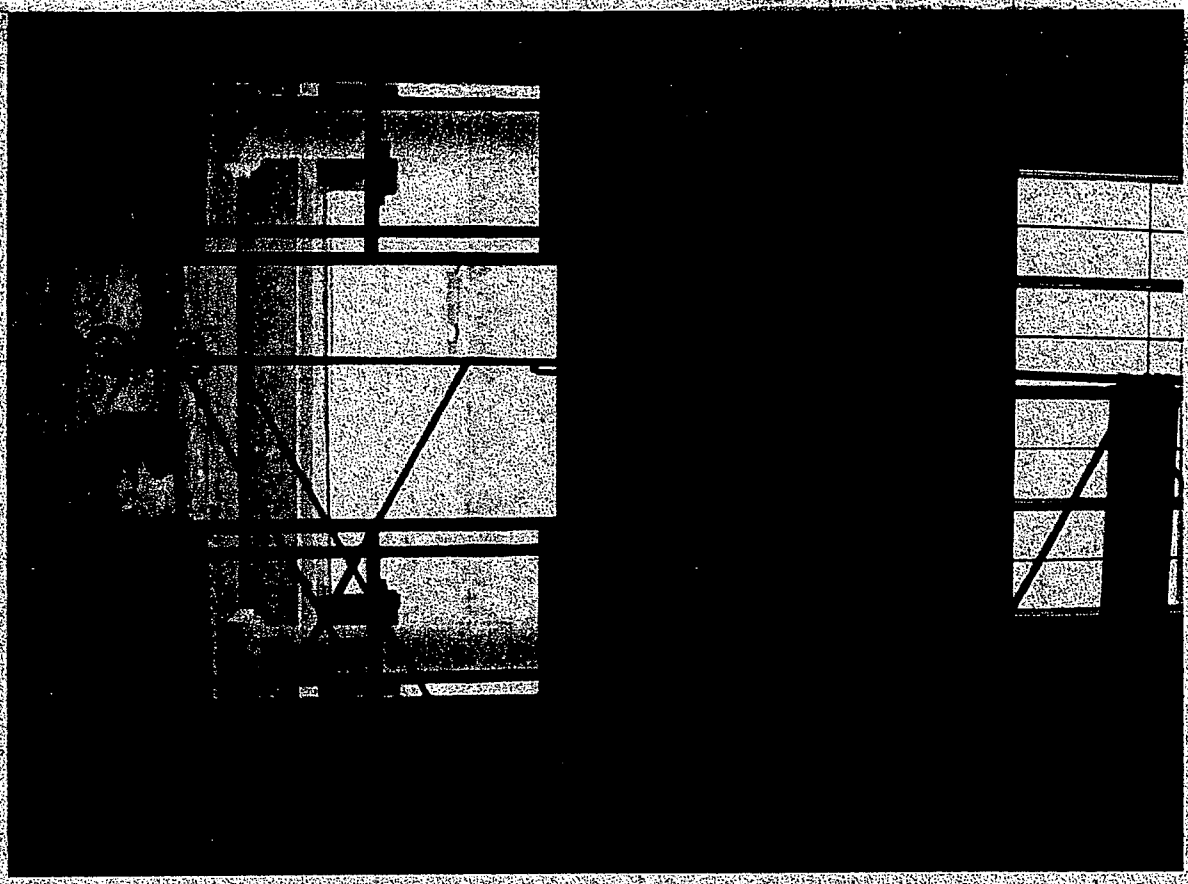


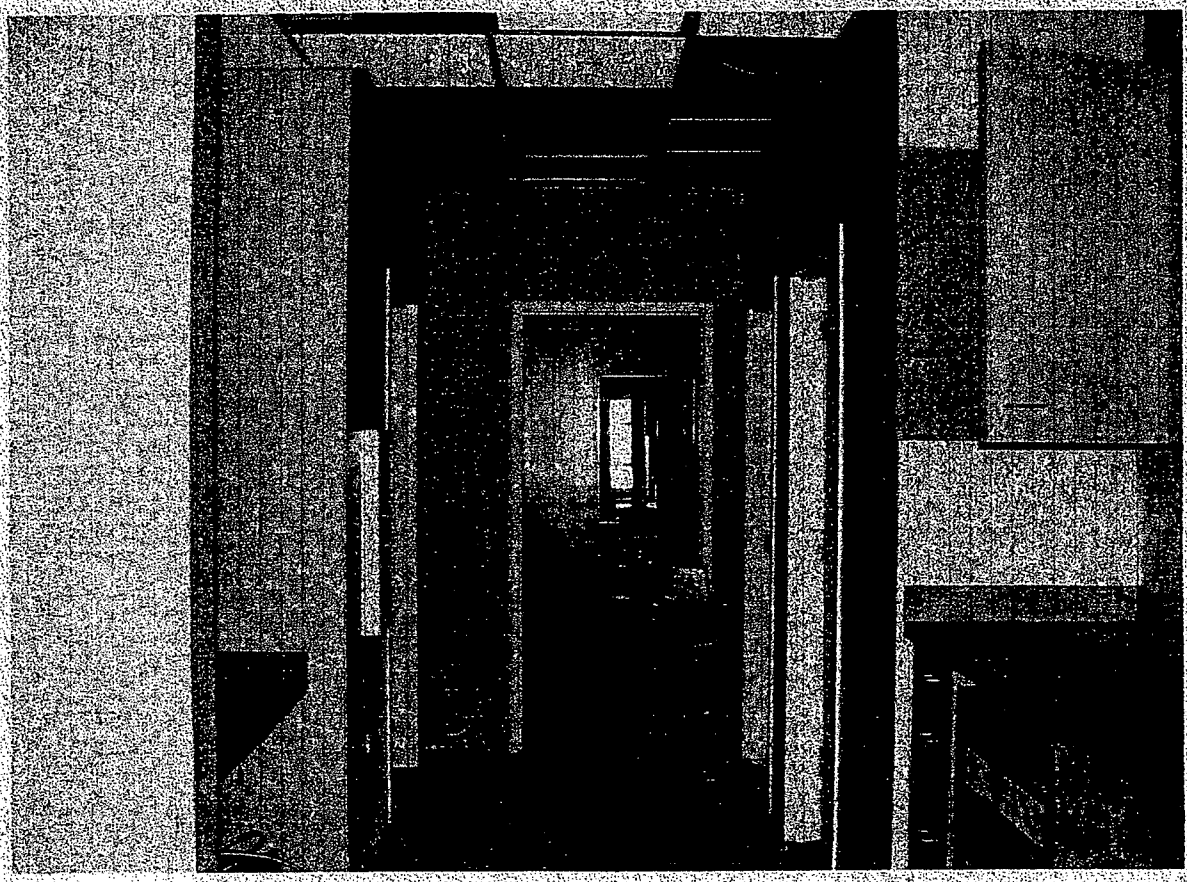


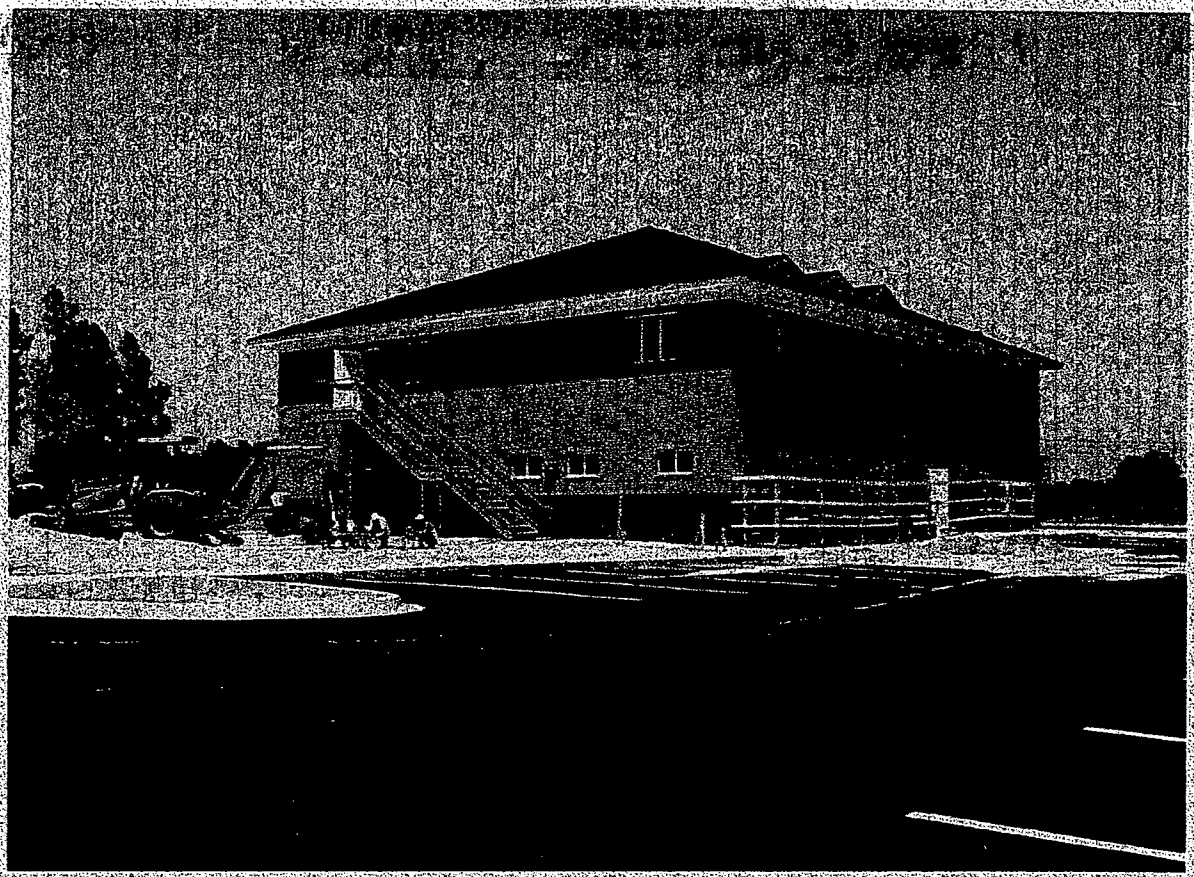












SCENT LAND HOLDINGS, LLC PO BOX 520 LUGOFF, SC 29078	FIRST PALMETTO SAVINGS BANK, FSB 407 DEKALB STREET CAMDEN, SC 29020
ACCOUNT HOLDER(S)	FINANCIAL INSTITUTION

AUTOMATIC TRANSFER AUTHORIZATION

In this authorization, the words "we," "our," or "us" mean the Financial Institution and the words "you" or "your" mean the Account Holder(s). Text following a box which is not checked does not apply to this agreement. You authorize us to make the following transfer of funds:

From Debited Account:	To Credited Account:
Account No. 56-566926-2	Account/Loan No. 75-086869-5
Account Title SCENT LAND HOLDINGS, LLC	Account Title/Loan Description SCENT LAND HOLDINGS, LLC
Type ☐ Savings/Share ☒ Checking/Share Draft ☐ NOW ☐ _____	Type ☐ Savings/Share ☐ Checking/Share Draft ☐ NOW ☐ Club Acct. ☐ Safe Deposit Fee ☐ Mortgage Loan Payment ☒ Installment Loan Payment ☐ _____

We will make transfers on the following basis:

☒ **PERIODIC TRANSFERS**
Amount to be Transferred $ 9,887.39 Effective Date 11-05-2011 Termination Date 09-05-2018
Frequency: ☐ Weekly ☒ Monthly ☐ _____

WC # 9-30-11

☐ **MAINTENANCE TRANSFER OF FUNDS**
You authorize us to charge your Debited Account when the account balance of your Credited Account falls below a minimum of $_____ and to transfer and deposit these funds in this account. The amount we can charge and transfer shall equal the amount necessary to raise your Credited Account balance to equal or exceed the minimum balance (if any). We will make all transfers in multiples of $ _____.
You authorize us to charge your Debited Account $ _____ for each _____
_____.

☐ **INSUFFICIENT FUNDS TRANSFER**
You authorize us to charge your Debited Account and to transfer and deposit money into your Credited Account to cover each overdraft on your Credited Account. We will make all transfers in multiples of $_____.
You authorize us to charge your Debited Account $ _____ for each _____
_____.

If a transfer date is a non-processing day for us then the transfer will be made on the first processing day ☒ before ☐ after the scheduled transfer date.

By signing below, the undersigned agree(s) to all the terms and conditions beginning on page 1 through the bottom of page 2 of this Authorization.

Signature _____ Signature _____
ROBERT PUCHALSKI DAVID MACY VIDRINE
Authorization Number _____ Date 09-26-2011

TERMINATION OF THIS AGREEMENT: Any one of you may cancel this agreement by giving us written notice. Your notice will be effective TEN (10) days after we receive it.

Effective _____ (date) the undersigned cancels this Automatic Transfer Authorization.

Signed _____

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GENERALLY - The accounts listed on page one are covered by their individual terms and conditions, unless modified by this Authorization. If a transfer is made from a savings account, we reserve the right to require not less than 7 days written notice of withdrawal.

You agree to keep enough money in your Debited Account to cover the transfers you request by this Authorization. If your Debited Account balance is insufficient to cover the transfers you authorize, we may cancel this Authorization immediately without notice. We may use our rights and remedies under applicable law and our rules and regulations governing these types of accounts. These may include returning your checks or drafts unpaid and closing your account(s) by mailing a proper notice to you with a check or draft equal to the balance in the account.

You agree, in consideration of this service rendered by us, to indemnify (repay us for any loss) and hold us harmless (release us from any responsibility) from any liability or loss occurring due to the dishonor of any check or draft presented which results from any charge made or refused to be made by us under this Authorization. You agree to abide by our rules and regulations governing your account(s) as stated on your account agreement and as amended from time to time. We may take any security measures that we believe are necessary (such as recording telephone transfer conversations) without notice to you.

LOAN PAYMENT AUTHORIZATION - If your Credited Account listed on page one is a debt you owe us (e.g. a mortgage or installment loan), then you agree that we may continue to charge the Debited Account until the loan is paid or until you provide us with written notice of cancellation.

If your Debited Account does not have a sufficient balance on a day that a payment is to be debited, we may stop further efforts to debit your Debited Account and ask you for the payment and all subsequent payments until all payments under the loan are current. We will not use the availability of any credit line that you may have with us in determining whether your Debited Account has a sufficient balance. At our option and discretion, we may resume charging the Debited Account without further instruction from you once all payments are current. If we do not resume charging your Debited Account, we will notify you in writing that we have cancelled this Authorization. Cancellation of this Authorization does not excuse you from making timely payment under the terms of the loan.

AMENDMENTS AND TERMINATION - We will give you reasonable notice when we amend this Authorization. If this Authorization needs to be amended because of a change in State or Federal law, the change shall be effective immediately without notice. If no termination date is specified on page one, this Authorization will remain in effect until terminated by any one of you. We may terminate this Authorization by giving you written notice at the address stated on page one. Any notice will be effective immediately when mailed or delivered by us. Notice to any one of you is notice to all of you.

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FIRST PALMETTO SAVINGS BANK, F.S.B.

DRAFT AUTHORIZATION

☒ New Draft ☐ Change Draft ☐ Delete Draft

To Credited Account:

☐ Savings Account Number: ☒ Loan Number: 75-0868869-5 ☐ ML ☒ II

☐ Checking Account Number: ☐ Safe Deposit Box Fee: Box #:

Account Title: SC ENT LAND HOLDINGS, LLC Telephone Number:

From Debited Account:

Account Number: 56-56692-62 Routing/Transit Number:

Financial Institution's Name: FPSB

Address: 407 DEKALB STREET

City: CAMDEN State: SC Zip Code: 29020

Customer Name: SC ENT LAND HOLDINGS, LLC

Customer Telephone Number:

Type of Account: ☒ Checking Account *(Attach a "voided" check or deposit slip)* ☐ Savings Account *(Attach a deposit slip)*

Indicate start date (month/date/year): 6-5-2010 6-9-10

Amount to be drafted: $ INTEREST DUE ☐ Weekly ☐ Bi-Weekly ☒ Monthly

Do you have an existing automatic bank draft with First Palmetto Savings Bank? ☒ Yes ☐ No ON

Execution

I authorize First Palmetto Savings Bank to initiate debits by automatic bank draft to the account number identified on this form. Credits should be applied to the account indicated above. I understand that changing my account number, Financial Institution or discontinuing this agreement will require written notification to First Palmetto Savings Bank in sufficient time for First Palmetto to act upon my request.

Owner of Account to be Debited: Date: 6/8/10

Owner of Account to be Debited: Date:

Received By/Branch Number:

Plaintiffs' Ex 0283.020

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 1S 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

Plaintiffs' Ex 0283.021

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.

Plaintiffs' Ex 0283.022

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.

Plaintiffs' Ex 0283.023

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.

Plaintiffs' Ex 0283.024

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

Plaintiffs' Ex 0283.025

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 lienee 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

Plaintiffs' Ex 0283.026

such Hazardous Materials or contamination.

21. CHOICE OF LAWS.

This lease shall be subject to the law of the State of South Carolina to resolve any dispute arising between the parties hereto.

22. DEFAULT OF TENANT.

If Tenant fails to pay rent or any other charge due hereunder within fifteen (15) days after written notice of such default has been given to Tenant, or if Tenant fails to perform any other term, condition, or covenant of this Lease for more than thirty (30) days after written notice of such failure has been given to Tenant, unless by its nature the cure of such failure requires more than thirty (30) days, and Tenant is diligently pursuing such cure, Landlord shall then have the right to pursue any right or remedy to which Landlord is entitled, under applicable law or this Lease, for such failure. In the event of default by Tenant, Tenant agrees to pay all costs of collection or enforcement, including costs and a reasonable attorney's fee.

23. HOLDING OVER.

If Tenant holds over after termination of this Lease, the tenancy thereafter shall be from month to month and not a renewal of this Lease; subject, however, to all terms, conditions, and covenants of this Lease, and the rent during the month-to-month tenancy shall be at the monthly rate of the last year of the Lease Term.

24. INDEMNITY.

A. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all costs, expenses, liabilities, losses and damages, injunctions. suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorneys' fees by or on behalf of any person, party or governmental authority whatsoever arising out of, or in connection with, Tenant's use and occupancy of the Premises, except for any such liability caused by the negligence or willful misconduct of Landlord, its agents, employees, or contractors.

B. Landlord shall defend, indemnify and hold Tenant harmless from and against all costs, expenses, liabilities, losses and damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorneys' fees by or on behalf of any person, party or governmental authority whatsoever arising out of, or in connection with (a) any failure by Landlord to perform any of its obligations under this Lease; or (b) the negligence or willful misconduct of Landlord, its agents, employees or contractors.

Plaintiffs' Ex 0283.027

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.

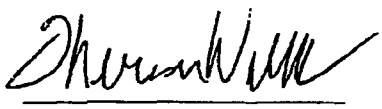
29. NO ADVERSE PRESUMPTION.

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.

Plaintiffs' Ex 0283.028

IN WITNESS WHEREOF, the parties have executed this Lease Agreement at Camden, South Carolina, the day and year first above written.

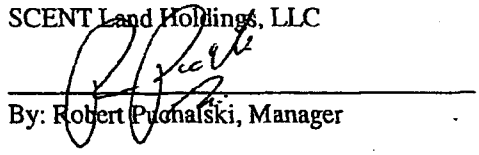
WITNESSES:



As to Landlord

LANDLORD:

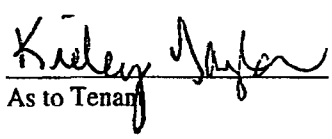
SCENT Land Holdings, LLC



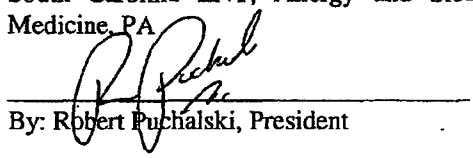
By: Robert Puchalski, Manager

TENANT:

South Carolina ENT, Allergy and Sleep Medicine, PA



As to Tenant



By: Robert Puchalski, President

Plaintiffs' Ex 0283.029

AGREEMENT TO PROVIDE INSURANCE

DATE AND PARTIES The date of this Agreement to Provide Insurance (Agreement) is 09-26-2011 The parties and their addresses are

OWNER: SCENT LAND HOLDINGS, LLC
PO BOX 520
LUGOFF, SC 29078

SECURED PARTY: FIRST PALMETTO SAVINGS BANK, FSB
407 DEKALB STREET
CAMDEN, SC 29020

The pronouns "you" and "your" refer to the Secured Party The pronouns "I," "me" and "my" refer to each person or entity signing this Agreement as Owner

1. LOAN, LEASE, OR CONTRACT DESCRIPTION (Loan)
   - A. Date: 09-26-2011
   - B. Loan Number: 75-086869-5
   - C. Loan Amount: 1,723,600.00
   - D Additional Information

2. AGREEMENT TO PROVIDE INSURANCE. As part of my Loan, I agree to do all of the following (in addition to any requirements specified in the Loan documents)
   - A I will insure the Property as listed and with the coverages shown in the COVERAGES section
   - B. I will have you named on the policy, with the status listed under the STATUS section
   - C I will arrange for the insurance company to notify you that the policy is in effect and your status has been noted
   - D. I will pay for this insurance, including any fee for this endorsement
   - E. I will keep the insurance in effect until the Property is no longer subject to your security interest (I understand that the Property may secure debts in addition to any listed in the LOAN DESCRIPTION section.)

3. DESCRIPTION OF PROPERTY. The Property subject to this Agreement is described as follows
   MEDICAL OFFICE BUILDING LOCATED ON HIGHWAY 601 SOUTH(15 EXCHANGE DRIVE),LUGOFF SC 29078

4. COVERAGES I agree to insure the Property according to the following described risks, amount of coverage, and maximum deductible allowed
   ☒ If checked, all coverages will be for the full replacement value of the Property
   - Homeowner's Coverage ☐ HO ☐ Other (Describe) _____
     Insurable Value Deductible
   - Automobile Coverages. ☐ Fire ☐ Theft ☐ Collision ☐ Comprehensive ☐ Liability ☐ Other _____
     Insurable Value Deductible Minimum limits:
   - Property Coverage. ☐ Fire ☐ Theft ☐ Collision ☐ Comprehensive ☐ Liability ☐ Other _____
     Insurable Value Deductible:

5. STATUS Your status shall be listed on the insurance policy as follows
   ☐ Lienholder ☐ Certificate Holder ☐ Additional Insured ☒ Mortgagee ☐ Other _____
   California Real Property: Hazard insurance exceeding the replacement value of the improvements on the property is not required as a condition of this loan

6. ADDITIONAL TERMS.

7. INSURANCE COMPANY. The insurance policy covering the Property and the insurance company issuing the policy are as follows
   - A. Policy Number: _____ Effective From _____ To _____.
   - B. Insurance Company Name, Address, and Phone Number:

8. INSURANCE AGENCY AND AGENT. The insurance agency through which I have purchased, or intend to purchase, the required insurance is as follows
   - A. Agent Name: _____
   - B Agency Name, Address, and Phone Number

9 SIGNATURES.

SIGNATURES FOR OWNER(S) AND AUTHORIZATION TO INSURANCE AGENT AND COMPANY By signing below, I agree to the terms contained in this Agreement and acknowledge receipt of a copy of this Agreement I request the listed insurance company and agency to provide the indicated coverage and list you on the policy with the indicated status I also request the insurance company or its authorized agent to immediately confirm that the policy is in effect by signing this form and forwarding a copy of the policy to you

SCENT LAND HOLDINGS, LLC
X _____ Date 9/26/11

ROBERT PUCHALSKI
X _____ Date 9/26/11

DAVID MACY VIDRINE

SIGNATURE FOR SECURED PARTY AND REQUEST FOR CONFIRMATION. Upon receipt of this Agreement, the insurance company or agency named above is requested to confirm the policy coverages shown above

By X _____ Date _____
WALTER LONG, VICE PRESIDENT

SIGNATURE FOR INSURANCE COMPANY AND CONFIRMATION By signing below, Insurance Company confirms the existence of the insurance coverages agreed to be provided by our insured and that you will be notified not less than 10 days before cancellation

_____
Insurance Company

By X _____ Date _____

Please return to Secured Party at the address listed in the DATE AND PARTIES section

Expere © 1998 Bankers Systems, Inc., St. Cloud, MN Form API-GEN 6/13/2000

Plaintiffs' Ex 0283.030

18 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
25 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
PU insurance company of The Hartford Insurance Group shown below
SBA

INSURER: HARTFORD CASUALTY INSURANCE COMPANY
HARTFORD PLAZA, HARTFORD, CT 06115
COMPANY CODE 3

Policy Number: 65 SBA PU2518 DX

THE HARTFORD

SPECTRUM POLICY DECLARATIONS

COPY

Named Insured and Mailing Address: SOUTH CAROLINA ENT ALLERGY & SLEEP MEDICINE
(No . Street, Town. State, Zip Code) PO BOX 520
LUGOFF SC 29078
USAA #: 006975804

Policy Period: From 11/08/11 To 11/08/12 1 YEAR
12:01 a.m . Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: USAA INSURANCE AGENCY INC/PHS
Code: 812846

AUG 0 1 2011

Previous Policy Number: 65 SBA PU2518

Named Insured is: CORPORATION

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy

TOTAL ANNUAL PREMIUM IS: $8,810

IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

See pg 8 & 8 pg 10

Countersigned by Kristine R. Ogas
Authorized Representative

07/27/11
Date

*1100265PU25180112 00011

Form SS 00 02 12 06
Process Date: 07/27/11

Policy Expiration Date: 11/08/12

MORTGAGEE COPY

4059

Plaintiffs' Ex 0283.031

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below

Location: 001 **Building:** 001

114 GATEWAY CORP BLVD
COLUMBIA SC 29203

Description of Business:
MEDICAL OFFICE - PHYSICIANS & SURGEONS

Deductible: $ 1,000 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY	LIMITS OF INSURANCE
BUILDING	
	NO COVERAGE
BUSINESS PERSONAL PROPERTY	
REPLACEMENT COST	$ 150,500
PERSONAL PROPERTY OF OTHERS	
REPLACEMENT COST	NO COVERAGE
MONEY AND SECURITIES	
INSIDE THE PREMISES	$ 10,000
OUTSIDE THE PREMISES	$ 5,000

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below

Location: 001 **Building:** 001

PROPERTY OPTIONAL COVERAGES APPLICABLE TO THIS LOCATION	LIMITS OF INSURANCE
SUPER EXTENSION OF COVERAGE FOR MEDICAL & DENTAL OFFICES FORM SS 40 74 THIS FORM INCLUDES MANY ADDITIONAL COVERAGES AND EXTENSIONS OF COVERAGES. A SUMMARY OF THE COVERAGE LIMITS IS ATTACHED.	
LIMITED FUNGI, BACTERIA OR VIRUS COVERAGE: FORM SS 40 93 THIS IS THE MAXIMUM AMOUNT OF INSURANCE FOR THIS COVERAGE, SUBJECT TO ALL PROPERTY LIMITS FOUND ELSEWHERE ON THIS DECLARATION.	$ 50,000
INCLUDING BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FOR:	30 DAYS

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*1100265PU25180112 00012

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 65 SBA PU2518

Location(s). Building(s). Business of Named Insured and Schedule of Coverages for Premises as designated by Number below

Location: 002 **Building:** 001

696 MEDICAL PARK DR
HARTSVILLE SC 29550

Description of Business:
MEDICAL OFFICE - PHYSICIANS & SURGEONS

Deductible: $ 1,000 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY	LIMITS OF INSURANCE
BUILDING	
REPLACEMENT COST	$ 1,266,800
AGREED VALUE OF BUILDING	$ 1,266,800
BUSINESS PERSONAL PROPERTY	
REPLACEMENT COST	$ 570,600
PERSONAL PROPERTY OF OTHERS	
REPLACEMENT COST	NO COVERAGE
MONEY AND SECURITIES	
INSIDE THE PREMISES	$ 10,000
OUTSIDE THE PREMISES	$ 5,000

MORTGAGE HOLDER: 'B' APPLIES

POLICY NUMBER: 65 SBA PU2518

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below

Location: 002 **Building:** 001

PROPERTY OPTIONAL COVERAGES APPLICABLE TO THIS LOCATION	LIMITS OF INSURANCE
SUPER EXTENSION OF COVERAGE FOR MEDICAL & DENTAL OFFICES FORM SS 40 74 THIS FORM INCLUDES MANY ADDITIONAL COVERAGES AND EXTENSIONS OF COVERAGES. A SUMMARY OF THE COVERAGE LIMITS IS ATTACHED.	
LIMITED FUNGI, BACTERIA OR VIRUS COVERAGE: FORM SS 40 93 THIS IS THE MAXIMUM AMOUNT OF INSURANCE FOR THIS COVERAGE, SUBJECT TO ALL PROPERTY LIMITS FOUND ELSEWHERE ON THIS DECLARATION.	$ 50,000
INCLUDING BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FOR:	30 DAYS

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POLICY NUMBER: 65 SBA PU2518

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below

Location: 003 **Building:** 001

1110 BROAD ST. STE D
CAMDEN SC 29020

Description of Business:
MEDICAL OFFICE - PHYSICIANS & SURGEONS

Deductible: $ 1,000 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY	LIMITS OF INSURANCE
BUILDING	
	NO COVERAGE
BUSINESS PERSONAL PROPERTY	
REPLACEMENT COST	$ 68,400
PERSONAL PROPERTY OF OTHERS	
REPLACEMENT COST	NO COVERAGE
MONEY AND SECURITIES	
INSIDE THE PREMISES	$ 10,000
OUTSIDE THE PREMISES	$ 5,000

LOSS PAYEE: 'C' APPLIES

POLICY NUMBER: 65 SBA PU2518

Location(s), Building(s). Business of Named Insured and Schedule of Coverages for Premises as designated by Number below

Location: 003 Building: 001

PROPERTY OPTIONAL COVERAGES APPLICABLE TO THIS LOCATION	LIMITS OF INSURANCE
SUPER EXTENSION OF COVERAGE FOR MEDICAL & DENTAL OFFICES FORM SS 40 74 THIS FORM INCLUDES MANY ADDITIONAL COVERAGES AND EXTENSIONS OF COVERAGES. A SUMMARY OF THE COVERAGE LIMITS IS ATTACHED.	
LIMITED FUNGI, BACTERIA OR VIRUS COVERAGE: FORM SS 40 93 THIS IS THE MAXIMUM AMOUNT OF INSURANCE FOR THIS COVERAGE, SUBJECT TO ALL PROPERTY LIMITS FOUND ELSEWHERE ON THIS DECLARATION.	$ 50,000
INCLUDING BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FOR:	30 DAYS

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Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below

Location: 004 **Building:** 001

15 EXCHANGE DR
LUGOFF SC 29078

75-0868695

Description of Business:
MEDICAL OFFICE - PHYSICIANS & SURGEONS

Deductible: $ 1,000 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY	LIMITS OF INSURANCE
BUILDING	
REPLACEMENT COST	$ 1,620,700
AGREED VALUE OF BUILDING	$ 1,620,700
BUSINESS PERSONAL PROPERTY	
REPLACEMENT COST	$ 1,092,000
PERSONAL PROPERTY OF OTHERS	
REPLACEMENT COST	NO COVERAGE
MONEY AND SECURITIES	
INSIDE THE PREMISES	$ 10,000
OUTSIDE THE PREMISES	$ 5,000

LOSS PAYEE: 'A' APPLIES

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below

Location: 004 **Building:** 001

PROPERTY OPTIONAL COVERAGES APPLICABLE TO THIS LOCATION	LIMITS OF INSURANCE
SUPER EXTENSION OF COVERAGE FOR MEDICAL & DENTAL OFFICES FORM SS 40 74 THIS FORM INCLUDES MANY ADDITIONAL COVERAGES AND EXTENSIONS OF COVERAGES. A SUMMARY OF THE COVERAGE LIMITS IS ATTACHED.	
LIMITED FUNGI, BACTERIA OR VIRUS COVERAGE: FORM SS 40 93 THIS IS THE MAXIMUM AMOUNT OF INSURANCE FOR THIS COVERAGE, SUBJECT TO ALL PROPERTY LIMITS FOUND ELSEWHERE ON THIS DECLARATION.	$ 50,000
INCLUDING BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FOR:	30 DAYS

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AUG 0 1 2011

*1100265PU25180112 00015

Plaintiffs' Ex 0283.039

POLICY NUMBER: 65 SBA PU2518

Location(s), Building(s). Business of Named Insured and Schedule of Coverages for Premises as designated by Number below

Location: 005 **Building:** 001

710 RABON RD #202,203,205
COLUMBIA SC 29223

15-0814285

Description of Business:
MEDICAL OFFICE - PHYSICIANS & SURGEONS

Deductible: $ 1,000 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY	LIMITS OF INSURANCE
BUILDING	
	NO COVERAGE
BUSINESS PERSONAL PROPERTY	
REPLACEMENT COST	$ 150,500
PERSONAL PROPERTY OF OTHERS	
REPLACEMENT COST	NO COVERAGE
MONEY AND SECURITIES	
INSIDE THE PREMISES	$ 10,000
OUTSIDE THE PREMISES	$ 5,000

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 005 **Building:** 001

PROPERTY OPTIONAL COVERAGES APPLICABLE TO THIS LOCATION	LIMITS OF INSURANCE
LIMITED FUNGI, BACTERIA OR VIRUS COVERAGE: **FORM SS 40 93** **THIS IS THE MAXIMUM AMOUNT OF INSURANCE FOR THIS COVERAGE, SUBJECT TO ALL PROPERTY LIMITS FOUND ELSEWHERE ON THIS DECLARATION.**	$ 50,000
INCLUDING BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FOR:	30 DAYS

RECEIVED
AUG 0 1 2011

*1100265PU25180112 00016

PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS	LIMITS OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE COVERAGE	12 MONTHS ACTUAL LOSS SUSTAINED
COVERAGE INCLUDES THE FOLLOWING COVERAGE EXTENSIONS:	
ACTION OF CIVIL AUTHORITY:	30 DAYS
EXTENDED BUSINESS INCOME:	30 CONSECUTIVE DAYS
EMPLOYEE DISHONESTY: FORM SS 04 42	
DEDUCTIBLE: $ 100	
EACH OCCURRENCE	$ 20,000
EQUIPMENT BREAKDOWN COVERAGE	
COVERAGE FOR DIRECT PHYSICAL LOSS DUE TO:	
MECHANICAL BREAKDOWN,	
ARTIFICIALLY GENERATED CURRENT AND STEAM EXPLOSION	
THIS ADDITIONAL COVERAGE INCLUDES THE FOLLOWING EXTENSIONS	
HAZARDOUS SUBSTANCES	$ 50,000
EXPEDITING EXPENSES	$ 50,000
MECHANICAL BREAKDOWN COVERAGE ONLY APPLIES WHEN BUILDING OR BUSINESS PERSONAL PROPERTY IS SELECTED ON THE POLICY	
IDENTITY RECOVERY COVERAGE FORM SS 41 12	$ 15,000

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	$ 10,000
PERSONAL AND ADVERTISING INJURY	$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	$ 300,000
AGGREGATE LIMITS PRODUCTS-COMPLETED OPERATIONS	$2,000,000
GENERAL AGGREGATE	$2,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	$ 5,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	$ 5,000

RETROACTIVE DATE: 10252002

AUG 0 1 2011

*1100265PU2518011200017

This **Employment Practices Liability Coverage** contains claims made coverage Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event. The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

ADDITIONAL INSUREDS: THE FOLLOWING ARE ADDITIONAL INSUREDS FOR BUSINESS LIABILITY COVERAGE IN THIS POLICY.

LOCATION 003 BUILDING 001

TYPE LEASED EQUIPMENT

NAME SEE FORM IH 12 00

LOCATION 005 BUILDING 001

TYPE MANAGER-LESSOR

NAME SEE FORM IH 12 00

POLICY NUMBER: 65 SBA PU2518

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGER/LESSOR

NORTHEAST MEDICAL DEVELOPMENT GROUP LLC
710 RABON RD STE 100
COLUMBIA SC 29203

RECEIVED
AUG 0 1 2011

*1100265PU25180112 00019

*1100265PU25180112 00018

MORTGAGE HOLDER 'B': FIRST PALMETTO SAVINGS BANK
P O BOX 861
CAMDEN, SC. 29021

LOAN NUMBER: 75-085362-2

LOSS PAYEE 'A': PREMIER LEASE & LOAN SERVICES
INSURANCE AGENCY
PO BOX 3886
BELLEVUE, WA. 98009

PROPERTY: ALLMEDS SOFTWARE

RECEIVED
AUG 0 1 2011

LOSS PAYEE 'C': VGM FINANCIAL SERVICES
PO BOX 1620
WATERLOO, IA. 50704

PROPERTY: BUSINESS PERSONAL PROPERTY

Form Numbers of Forms and Endorsements that apply:

G-3256-0	SS 00 05 12 06	SS 00 07 07 05	SS 00 08 04 05
SS 84 54 09 07	SS 01 03 01 08	SS 04 19 07 05	SS 04 22 07 05
SS 04 39 07 05	SS 04 41 04 09	SS 04 42 09 07	SS 04 44 07 05
SS 04 46 10 08	SS 04 47 04 09	SS 04 78 07 05	SS 04 80 03 00
SS 04 86 03 00	SS 40 74 09 07	SS 40 93 07 05	SS 41 12 12 07
SS 41 51 10 09	SS 41 62 06 11	SS 41 63 06 11	IH 10 01 09 86
SS 05 47 09 01	SS 09 01 10 08	SS 09 42 07 99	SS 09 47 07 99
SS 12 12 03 92	SS 50 19 01 08	IH 99 40 04 09	IH 99 41 04 09
SS 38 25 12 07	SS 38 86 09 08	SS 83 76 01 08	

IH 12 00 11 85 ADDITIONAL INSURED - LEASED EQUIPMENT
IH 12 00 11 85 ADDITIONAL INSURED - MANAGER/LESSOR

POLICY NUMBER: 65 SBA PU2518

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - LEASED EQUIPMENT

VGM FINANCIAL SERVICES
PO BOX 1620
WATERLOO IA 50704

ACORD

EVIDENCE OF PROPERTY INSURANCE

EHH R054

DATE (MM/DD/YYYY) 05-23-2011

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST

AGENCY / PHONE (A/C, No, Ext)	COMPANY
USAA INSURANCE AGENCY INC/PHS	Hartford Casualty Ins Co
FAX (A/C, No) / E-MAIL ADDRESS	
CODE 812846 / SUB CODE	
AGENCY CUSTOMER ID #	
INSURED: SOUTH CAROLINA ENT ALLERGY & SLEEP MEDICINE PO BOX 520 LUGOFF SC 29078	LOAN NUMBER / POLICY NUMBER: 65 SBA PU2518 EFFECTIVE DATE: 11/08/2010 / EXPIRATION DATE: 11/08/2011 / ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Location: 4, Building: 1
MEDICAL OFFICE - PHYSICIANS & SURGEONS
15 EXCHANGE DR
LUGOFF SC 29078-9198

15-086 8695

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TOALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Policy Coverages:		
Special Form Including Theft		
Business Income with Extra Expense		
Employee Dishonesty	$20,000	$100
Equipment Breakdown Coverage		
Location Level Coverages:		
Building - Replacement Cost	$1,543,500	$1,000
Business Personal Property - Replacement Cost	$1,045,000	$1,000

REMARKS (Including Special Conditions)

RECEIVED
MAY 31 2011
BY:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

ADDITIONAL INTEREST

NAME AND ADDRESS		
FIRST PALMETTO SAVINGS BANK 1105 BROAD ST CAMDEN, SC 29020	X MORTGAGEE / ☐ ADDITIONAL INSURED ☐ LOSS PAYEE	LOAN #: 75-085362-2 AUTHORIZED REPRESENTATIVE: Jan Mallon

ACORD 27 (2009/12)

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Plaintiffs' Ex 0283.048

EVIDENCE OF PROPERTY INSURANCE

EHH R054 | DATE (MM/DD/YYYY) 05-23-2011

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST

AGENCY	PHONE (A/C, No, Ext)	COMPANY
USAA INSURANCE AGENCY INC/PHS		Hartford Casualty Ins Co
FAX (A/C, No)	E-MAIL ADDRESS	
CODE 812846	SUB CODE	
AGENCY CUSTOMER ID #		

INSURED	LOAN NUMBER	POLICY NUMBER
SOUTH CAROLINA ENT ALLERGY & SLEEP MEDICINE PO BOX 520 LUGOFF SC 29078		65 SBA PU2518
	EFFECTIVE DATE: 11/08/2010 — EXPIRATION DATE: 11/08/2011 — CONTINUED UNTIL TERMINATED IF CHECKED: ☐	
	THIS REPLACES PRIOR EVIDENCE DATED	

RECEIVED
MAY 23 2011
BY:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Location: 4, Building: 1
MEDICAL OFFICE - PHYSICIANS & SURGEONS
15 EXCHANGE DR
LUGOFF SC 29078-9198

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Policy Coverages:		
Special Form Including Theft Business Income with Extra Expense Employee Dishonesty Equipment Breakdown Coverage	$20,000	$100
Location Level Coverages:		
Building - Replacement Cost	$1,543,500	$1,000
Business Personal Property - Replacement Cost	$1,045,000	$1,000

REMARKS (Including Special Conditions)

75-086869-5

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS		
FIRST PALMETTO SAVINGS BANK 1105 BROAD ST CAMDEN, SC 29020	X MORTGAGEE ☐ ADDITIONAL INSURED ☐ LOSS PAYEE ☐	LOAN #: 75-085362-2 AUTHORIZED REPRESENTATIVE: Jan Miller

ACORD 27 (2009/12)

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Plaintiffs' Ex 0283.049

18 This **Spectrum Policy** consists of the Declarations. Coverage Forms Common Policy Conditions and any
25 other Forms and Endorsements issued to be a part of the Policy This insurance is provided by the stock
20 insurance company of The Hartford Insurance Group shown below
SBA

INSURER: HARTFORD CASUALTY INSURANCE COMPANY
HARTFORD PLAZA, HARTFORD, CT 06115
COMPANY CODE: 3

Policy Number: 65 SBA PU2518 DX

THE HARTFORD

SPECTRUM POLICY DECLARATIONS COPY

RECEIVED
OCT 0 4 2010

Named Insured and Mailing Address: SOUTH CAROLINA ENT ALLERGY & SLEEP
(No , Street, Town. State. Zip Code) MEDICINE
PO BOX 520
LUGOFF SC 29078
USAA #: 006975804

Policy Period: From 11/08/10 To 11/08/11 1 YEAR
12.01 a m . Standard time at your mailing address shown above **Exception:** 12 noon in New Hampshire

Name of Agent/Broker: USAA INSURANCE AGENCY INC/PHS
Code: 812846

Previous Policy Number: 65 SBA PU2518

Named Insured is: CORPORATION

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy. we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: $8,119
IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

Countersigned by Kristine R. Ogas
Authorized Representative

09/27/10
Date

*1100265PU25180111 00038

Form SS 00 02 12 06
Process Date: 09/27/10

Policy Expiration Date: 11/08/11

MORTGAGEE COPY

4078

Plaintiffs' Ex 0283.050

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 65 SBA PU2518

Location(s). Building(s). Business of Named Insured and Schedule of Coverages for Premises as designated by Number below

Location: 001 **Building:** 001

114 GATEWAY CORP BLVD
COLUMBIA SC 29203

Description of Business:
MEDICAL OFFICE - PHYSICIANS & SURGEONS

Deductible: $ 1,000 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY	LIMITS OF INSURANCE
BUILDING	
	NO COVERAGE
BUSINESS PERSONAL PROPERTY	
REPLACEMENT COST	$ 144,000
PERSONAL PROPERTY OF OTHERS	
REPLACEMENT COST	NO COVERAGE
MONEY AND SECURITIES	
INSIDE THE PREMISES	$ 10,000
OUTSIDE THE PREMISES	$ 5,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 65 SBA PU2518

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below

Location: 004 **Building:** 001

15-0868695

15 EXCHANGE DR
LUGOFF SC 29078

Description of Business:
MEDICAL OFFICE - PHYSICIANS & SURGEONS

Deductible: $ 1,000 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

REPLACEMENT COST	$ 1,543,500
AGREED VALUE OF BUILDING	$ 1,543,500

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST	$ 1,045,000

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST	NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES	$ 10,000
OUTSIDE THE PREMISES	$ 5,000

LOSS PAYEE: 'A' APPLIES

POLICY NUMBER: 65 SBA PU2518

Location(s), Building(s). Business of Named Insured and Schedule of Coverages for Premises as designated by Number below

Location: 003 **Building:** 001

PROPERTY OPTIONAL COVERAGES APPLICABLE TO THIS LOCATION	LIMITS OF INSURANCE
SUPER EXTENSION OF COVERAGE FOR MEDICAL & DENTAL OFFICES FORM SS 40 74 THIS FORM INCLUDES MANY ADDITIONAL COVERAGES AND EXTENSIONS OF COVERAGES. A SUMMARY OF THE COVERAGE LIMITS IS ATTACHED.	
LIMITED FUNGI, BACTERIA OR VIRUS COVERAGE: FORM SS 40 93 THIS IS THE MAXIMUM AMOUNT OF INSURANCE FOR THIS COVERAGE, SUBJECT TO ALL PROPERTY LIMITS FOUND ELSEWHERE ON THIS DECLARATION.	$ 50,000
INCLUDING BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FOR:	30 DAYS

*1100265PU25180111 00041

POLICY NUMBER: 65 SBA PU2518

Location(s). Building(s). Business of Named Insured and Schedule of Coverages for Premises as designated by Number below

Location: 004 **Building:** 001

PROPERTY OPTIONAL COVERAGES APPLICABLE TO THIS LOCATION	LIMITS OF INSURANCE
SUPER EXTENSION OF COVERAGE FOR MEDICAL & DENTAL OFFICES FORM SS 40 74 THIS FORM INCLUDES MANY ADDITIONAL COVERAGES AND EXTENSIONS OF COVERAGES. A SUMNARY OF THE COVERAGE LIMITS IS ATTACHED.	
LIMITED FUNGI, BACTERIA OR VIRUS COVERAGE: FORM SS 40 93 THIS IS THE MAXIMUM AMOUNT OF INSURANCE FOR THIS COVERAGE, SUBJECT TO ALL PROPERTY LIMITS FOUND ELSEWHERE ON THIS DECLARATION.	$ 50,000
INCLUDING BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FOR:	30 DAYS

*1100265PU25180111 00042

PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS	LIMITS OF INSURANCE
BUSINESS INCOME AND EXTRA EXPENSE COVERAGE	12 MONTHS ACTUAL LOSS SUSTAINED
COVERAGE INCLUDES THE FOLLOWING COVERAGE EXTENSIONS:	
ACTION OF CIVIL AUTHORITY:	30 DAYS
EXTENDED BUSINESS INCOME:	30 CONSECUTIVE DAYS
EMPLOYEE DISHONESTY: FORM SS 04 42	
DEDUCTIBLE: $ 100	
EACH OCCURRENCE	$ 20,000
EQUIPMENT BREAKDOWN COVERAGE	
COVERAGE FOR DIRECT PHYSICAL LOSS DUE TO:	
MECHANICAL BREAKDOWN, ARTIFICIALLY GENERATED CURRENT AND STEAM EXPLOSION	
THIS ADDITIONAL COVERAGE INCLUDES THE FOLLOWING EXTENSIONS	
HAZARDOUS SUBSTANCES	$ 50,000
EXPEDITING EXPENSES	$ 50,000
MECHANICAL BREAKDOWN COVERAGE ONLY APPLIES WHEN BUILDING OR BUSINESS PERSONAL PROPERTY IS SELECTED ON THE POLICY	
IDENTITY RECOVERY COVERAGE FORM SS 41 12	$ 15,000

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	$ 10,000
PERSONAL AND ADVERTISING INJURY	$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	$ 300,000
AGGREGATE LIMITS PRODUCTS-COMPLETED OPERATIONS	$2,000,000
GENERAL AGGREGATE	$2,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	$ 5,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	$ 5,000
RETROACTIVE DATE: 10252002	

*1100265PU25180111 00043

This **Employment Practices Liability Coverage** contains claims made coverage Except as may be otherwise provided herein. specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted. by the payment of "defense expense" and in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages"

ADDITIONAL INSUREDS: THE FOLLOWING ARE ADDITIONAL INSUREDS FOR BUSINESS LIABILITY COVERAGE IN THIS POLICY.

LOCATION 003 BUILDING 001

TYPE LEASED EQUIPMENT

NAME SEE FORM IH 12 00

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below

Location: 002 **Building:** 001

15-085 3622

696 MEDICAL PARK DR
HARTSVILLE SC 29550

Description of Business:
MEDICAL OFFICE - PHYSICIANS & SURGEONS

Deductible: $ 1,000 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY	LIMITS OF INSURANCE
BUILDING	
REPLACEMENT COST	$ 1,206,500
AGREED VALUE OF BUILDING	$ 1,206,500
BUSINESS PERSONAL PROPERTY	
REPLACEMENT COST	$ 546,000
PERSONAL PROPERTY OF OTHERS	
REPLACEMENT COST	NO COVERAGE
MONEY AND SECURITIES	
INSIDE THE PREMISES	$ 10,000
OUTSIDE THE PREMISES	$ 5,000

MORTGAGE HOLDER: 'B' APPLIES

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 65 SBA PU2518

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below

Location: 001 **Building:** 001

PROPERTY OPTIONAL COVERAGES APPLICABLE TO THIS LOCATION	LIMITS OF INSURANCE
SUPER EXTENSION OF COVERAGE FOR MEDICAL & DENTAL OFFICES FORM SS 40 74 THIS FORM INCLUDES MANY ADDITIONAL COVERAGES AND EXTENSIONS OF COVERAGES. A SUMMARY OF THE COVERAGE LIMITS IS ATTACHED.	
LIMITED FUNGI, BACTERIA OR VIRUS COVERAGE: FORM SS 40 93 THIS IS THE MAXIMUM AMOUNT OF INSURANCE FOR THIS COVERAGE, SUBJECT TO ALL PROPERTY LIMITS FOUND ELSEWHERE ON THIS DECLARATION.	$ 50,000
INCLUDING BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FOR:	30 DAYS

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OCT 0 4 2010

*1100265PU25180111 00039

POLICY NUMBER: 65 SBA PU2518

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below

Location: 002 **Building:** 001

PROPERTY OPTIONAL COVERAGES APPLICABLE TO THIS LOCATION	LIMITS OF INSURANCE
SUPER EXTENSION OF COVERAGE FOR MEDICAL & DENTAL OFFICES FORM SS 40 74 THIS FORM INCLUDES MANY ADDITIONAL COVERAGES AND EXTENSIONS OF COVERAGES. A SUMMARY OF THE COVERAGE LIMITS IS ATTACHED.	
LIMITED FUNGI, BACTERIA OR VIRUS COVERAGE: FORM SS 40 93 THIS IS THE MAXIMUM AMOUNT OF INSURANCE FOR THIS COVERAGE, SUBJECT TO ALL PROPERTY LIMITS FOUND ELSEWHERE ON THIS DECLARATION.	$ 50,000
INCLUDING BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FOR:	30 DAYS

*1100265PU25180111 00040

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below

Location: 003 **Building:** 001

1110 BROAD ST. STE D
CAMDEN SC 29020

Description of Business:
MEDICAL OFFICE - PHYSICIANS & SURGEONS

Deductible: $ 1,000 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY	LIMITS OF INSURANCE
BUILDING	
	NO COVERAGE
BUSINESS PERSONAL PROPERTY	
REPLACEMENT COST	$ 65,500
PERSONAL PROPERTY OF OTHERS	
REPLACEMENT COST	NO COVERAGE
MONEY AND SECURITIES	
INSIDE THE PREMISES	$ 10,000
OUTSIDE THE PREMISES	$ 5,000

LOSS PAYEE: 'C' APPLIES

POLICY DECLARATIONS (Continued)

JULY 02, 2010

Fire Policy Status

Ph. (000)000-0000

SOUTH CAROLINA ENT
15 EXCHANGE DR
LUGOFF SC 29078-9198

FIRE Policy: 99-BG-V470-7 F Yr issd: 2010
Xref:

Location: 15 EXCHANGE DR
LUGOFF SC 29078

Term: CONT

Type: BUSINESS-OFFICE Renew date: MAY-05-11
Coverage information Premium: 4,382.00 Written date: JUN-16-10
A-BUILDING 1797000
B-BUSN PROP 100
C-LOSS INC ACT LOSS

L-BUSN LIAB 2000000 Amount due: SFPP
GEN AGGREGT 4000000 Date due: SFPP
PCO AGGREGT 4000000 Bill to: SFPP
M-MED/PERSN 5000

Prev prem: 0

Prev risk: 0 SFPP acct:11[illegible]7-3580-27

Deductibles applied:1000 ALL PER OTHER DED MAY APPLY

Messages:
Source: E
Year built: 2010 Constr: VENEER

YRBUS $ 289 /BLDAGE-SEEFILE
CERP C 20.0%/IRPM C 0.0%

Zone: 55
Prot class: 5

Move-in: N Entry: JUN-30-10 FMP seg: 02

75088695

4090

Plaintiffs' Ex 0283.062

POLICY DECLARATIONS (Continued) POLICY DECLARAT

JULY 02, 2010

Fire Policy Status

MORTGAGEE
FIRST PALMETTO SAVINGS BANK
FSB
PO BOX 861
CAMDEN SC 29021-0861

PROPERTY LOCATIONS

LOC	CMPX STCLS	ADDRESS BLD AMT	CONTENTS	PREMIUM	EXPOSURE	LIABILITY LIMIT	PREMIUM
001		15 EXCHANGE DR			LUGOFF SC 29078		
	838	1797000	100	3174	10000	2000000	1208

4091

Plaintiffs' Ex 0283.063

STATE FARM INSURANCE COMPANY

Fax

To: Taryn
From: Tina Brazell
Fax: 432-0193
Date: 4/2/10
Phone:
Pages: 3
Re: South Carolina EOT Copy of Policy
CC:

☐ Urgent ☑ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments:

Sorry it took so long to get to you. Have a great weekend. ☺

75-0868695

BINDER-RECEIPT

- ☑ STATE FARM FIRE AND CASUALTY COMPANY
- ☐ STATE FARM GENERAL INSURANCE COMPANY
- ☐ STATE FARM FLORIDA INSURANCE COMPANY

☐ Apartment ☐ Rental Dwelling ☐ Condominium Assoc. ☑ Business ☐ Church ☐ Other

Name: SOUTH CAROLINA ENT			Effective Date: 05/05/2010
	D/B/A		
Mailing address: 15 EXCHANGE DR		City or Town: LUGOFF	
State: SC	ZIP Code: 29078	County: KERSHAW	

POLICY/COVERAGE FORM	INSURANCE LIMITS	PROPERTY OR INTERESTS COVERED	LOCATION AND DESCRIPTION OF PROPERTY OR INTERESTS	PREMIUM
99-BG-V470-7	$1,797,000.00	BUILDING	15 EXCHANGE DR	4064.00
Liability:				
☑ Business Liability	Each Occurrence 2,000,000.00			
☐ Personal Liability	Each Occurrence			
☑ Medical Payments	Each Person 5,000.00			
☐				
☐				

Deductibles: $1,000

Name and Address of Mortgagee/Other Interest: FIRST PALMETTO SAVINGS BANK

PO BOX 861

CAMDEN SC 29020

Loan Number

Total Premium	$ 4,064.00
Amount Paid	$ 679.33

State Farm® will provide coverage to the applicant and his or her legal representative on the property described for up to ninety (90) days from the Effective Date, subject to all terms and conditions of the policy and endorsements for which application has been made. If no Effective Date is indicated, this Binder does not provide any coverage. This Binder will be void when the declarations page is issued on the policy for which application has been made or when coverage under this Binder is canceled in accordance with policy provisions.

The premium due State Farm for the coverage provided by this Binder will be the full annual premium for the policy for which application has been made, and will be pro-rated for the length of time coverage is provided under this Binder.

If coverage in this Binder replaces coverage in other policies terminating at 12 Noon (Standard Time) on the inception date of this Binder, this Binder will be effective at 12 Noon (Standard Time) instead of 12:01 a.m. Standard Time.

Agent's Code Stamp

'08 Legion of Honor
L DIBIASE 40-1413
COLUMBIA NORTH -F343

AGENT: It is very important that you mail a copy of the Binder and a completed application to this Company on the day issued.

526-630 b Rev. 06-22-2005

RECEIVED
JUN 18 2010
BY:

4093

Plaintiffs' Ex 0283.065

AGREEMENT TO PROVIDE INSURANCE

DATE AND PARTIES The date of this Agreement to Provide Insurance (Agreement) is 05-05-2010 The parties and their addresses are

OWNER: SCENT LAND HOLDINGS, LLC
1165 HIGHWAY 1 SOUTH, SUITE 300
LUGOFF, SC 29078

SECURED PARTY: FIRST PALMETTO SAVINGS BANK, FSB
407 DEKALB STREET
CAMDEN, SC 29020

The pronouns "you" and "your" refer to the Secured Party The pronouns "I," "me" and "my" refer to each person or entity signing this Agreement as Owner

1 LOAN, LEASE, OR CONTRACT DESCRIPTION (Loan)
- A Date 05-05-2010
- B. Loan Number A
- C. Loan Amount 1,798,318 00
- D. Additional Information

2 AGREEMENT TO PROVIDE INSURANCE As part of my Loan, I agree to do all of the following (in addition to any requirements specified in the Loan documents)
- A. I will insure the Property as listed and with the coverages shown in the COVERAGES section
- B. I will have you named on the policy, with the status listed under the STATUS section
- C I will arrange for the insurance company to notify you that the policy is in effect and your status has been noted
- D. I will pay for this insurance, including any fee for this endorsement
- E I will keep the insurance in effect until the Property is no longer subject to your security interest (I understand that the Property may secure debts in addition to any listed in the LOAN DESCRIPTION section)

3. DESCRIPTION OF PROPERTY The Property subject to this Agreement is described as follows

MEDICAL OFFICE BUILDING LOCATED ON HIGHWAY 601 SOUTH, LUGOFF SC 29078

4 COVERAGES I agree to insure the Property according to the following described risks, amount of coverage, and maximum deductible allowed

☒ If checked, all coverages will be for the full replacement value of the Property

Homeowner's Coverage ☐ HO ☐ Other (Describe) _____
Insurable Value Deductible

Automobile Coverages. ☐ Fire ☐ Theft ☐ Collision ☐ Comprehensive ☐ Liability ☐ Other _____
Insurable Value Deductible Minimum limits

Property Coverage.. ☐ Fire ☐ Theft ☐ Collision ☐ Comprehensive ☐ Liability ☐ Other _____
Insurable Value Deductible

5 STATUS. Your status shall be listed on the insurance policy as follows

☐ Lienholder ☐ Certificate Holder ☐ Additional Insured ☒ Mortgagee ☐ Other _____

California Real Property. Hazard insurance exceeding the replacement value of the improvements on the property is not required as a condition of this loan

6 ADDITIONAL TERMS.

7. INSURANCE COMPANY The insurance policy covering the Property and the insurance company issuing the policy are as follows

A Policy Number 99BGL2333 Effective From 3/3/2010 To _____.

B. Insurance Company Name, Address, and Phone Number:

State Farm Insurance
Larry DiBiase
(803) 432-4545

8 INSURANCE AGENCY AND AGENT. The insurance agency through which I have purchased, or intend to purchase, the required insurance is as follows

A Agent Name _____

B Agency Name, Address, and Phone Number

9 SIGNATURES

SIGNATURES FOR OWNER(S) AND AUTHORIZATION TO INSURANCE AGENT AND COMPANY By signing below, I agree to the terms contained in this Agreement and acknowledge receipt of a copy of this Agreement I request the listed insurance company and agency to provide the indicated coverage and list you on the policy with the indicated status I also request the insurance company or its authorized agent to immediately confirm that the policy is in effect by signing this form and forwarding a copy of the policy to you

SCENT LAND HOLDINGS, LLC

X _____ 5/5/10
ROBERT PUCHALSKI, MANAGER Date

X _____ Date

SIGNATURE FOR SECURED PARTY AND REQUEST FOR CONFIRMATION Upon receipt of this Agreement, the insurance company or agency named above is requested to confirm the policy coverages shown above

By X _____ Date
WALTER LONG, VICE PRESIDENT

SIGNATURE FOR INSURANCE COMPANY AND CONFIRMATION By signing below, Insurance Company confirms the existance of the insurance coverages agreed to be provided by our insured and that you will be notified not less than 10 days before cancellation

_____
Insurance Company

By X _____ Date

Please return to Secured Party at the address listed in the DATE AND PARTIES section

Expere © 1998 Bankers Systems, Inc , St Cloud, MN Form API-GEN 6/13/2000

BINDER-RECEIPT

- ☑ STATE FARM FIRE AND CASUALTY COMPANY
- ☐ STATE FARM GENERAL INSURANCE COMPANY
- ☐ STATE FARM FLORIDA INSURANCE COMPANY

- ☐ Apartment
- ☐ Rental Dwelling
- ☐ Condominium Assoc.
- ☑ Business
- ☐ Church
- ☐ Other

Name (Last Name / First Name / Middle Name or Initial)	SOUTH CAROLINA ENT		Effective Date: 03/03/2010
(Corporation's Name If Applicable)		D/B/A	
Mailing address (Number and Street)	15 EXCHANGE DR	(City or Town)	LUGOFF
(State) SC	(Zip Code) 29078	(County)	KERSHAW

POLICY/COVERAGE FORM	INSURANCE LIMITS	PROPERTY OR INTERESTS COVERED	LOCATION AND DESCRIPTION OF PROPERTY OR INTERESTS	PREMIUM
99BGL2333	1,500,000	BUILDING	15 EXCHANGE DR LUGOFF SC 29078	3593.00
Liability:				
☑ Business Liability NOTE: The Annual Aggregate and Products/Completed Operations aggregate limits are equal to the limits for each occurrence.	(Each Occurrence) 2,000,000			
☐ Personal Liability	(Each Occurrence)			
☑ Medical Payments	(Each Person) 5,000			
☐				
☐				

Deductibles: $1000

Name and Address of Mortgagee/Other Interest: FIRST PALMETTO SAVINGS BANK

PO BOX 861

CAMDEN SC 29020

Loan Number

Total Premium	$ 3593.00
Amount Paid	$ 299.42

State Farm® will provide coverage to the applicant and his or her legal representative on the property described for up to ninety (90) days from the Effective Date, subject to all terms and conditions of the policy and endorsements for which application has been made. If no Effective Date is indicated, this Binder does not provide any coverage. This Binder will be void when the declarations page is issued on the policy for which application has been made or when coverage under this Binder is canceled in accordance with policy provisions.

The premium due State Farm for the coverage provided by this Binder will be the full annual premium for the policy for which application has been made, and will be pro-rated for the length of time coverage is provided under this Binder.

If coverage in this Binder replaces coverage in other policies terminating at 12 Noon (Standard Time) on the inception date of this Binder, this Binder will be effective at 12 Noon (Standard Time) instead of 12:01 a.m. Standard Time.

Agent's Code Stamp

'08 Legion of Honor
L. DIBIASE 40-1413
COLUMBIA NORTH F343

AGENT: It is very important that you mail a copy of the Binder and a completed application to this Company.

530-630 b Rev 06-22-2005

Plaintiffs' Ex 0283.067

FIRST PALMETTO SAVINGS BANK, FSB
CUSTOMER IDENTIFICATION PROGRAM (CIP) WORKSHEET

Please follow the steps below prior to originating the loan. If results from an ARTA ID Flag or OFAC check produce a match, contact the security officer immediately. The loan is not to be closed until all issues have been resolved.

1 Does borrower have an existing account with same signors? [Yes] Account # 75-085362-2
If Yes, proceed to #8 If No, continue with #2

2 Is borrower an individual? [ ]
If Yes, proceed to #5 If No, continue with #3

3 Inquire using ARTA's ID Flag on the business name and print results for file. [ ]

4. Provide at least one of the following

Corporations
- Printout of search results showing entity in good standing using the following web site [ ]
- Certified Articles of Incorporation — http //www.scsos.com/corp_search.htm
- Certificate of Existence
- Government-Issued Business License

Partnerships
- Printout of search results showing entity in good standing using the following web site [ ]
- Partnership Agreement — http //www.scsos.com/corp_search.htm
- Certificate of Limited Partnership
- Certificate of General Partnership
- Government Iussed Business License

Limited Liability Companies
- Printout of search results showing entity in good standing using the following web site [ ]
- Articles of Organization — http //www.scsos.com/corp_search htm
- Operating Agreement

Unincorporated Associations
- Minutes signed by Secretary/Treasurer authorizing signatory

5. Does each guarantor/signor have an existing account? [ ] Account #
If Yes, proceed to #8 If No, continue with #6

6 Inquire using ARTA's ID Flag on each guarantor/signor and print results for file [ ]

7 Provide documentation (photocopies) for each guarantor/signor of at least one of the following from each column [ ]

Current state issued Driver's License	Social Security Card
Current state issued ID Card	Employer ID Card or current pay stub
Current Military ID with photo	Current credit report with loan application
Current U S Passport or Alien Registration Card with photo	School or college photo ID card
	Birth Certificate
Current utility bill from current residence	Voter Registration Card

8 Does the seller/beneficiary have an existing account? [ ] Account # n/a
If No, OFAC is required

10/09

Plaintiffs' Ex 0283.068

Conder Realty
R. Justin Conder, Broker in Charge
514 Walnut Street
Camden, SC 29020
803-432-6226
Facsimile # 803-432-7668

2007 Returns for Dyck

2007 Returns for Pachalski

STATE OF SOUTH CAROLINA)
)
COUNTY OF KERSHAW)

CONTRACT OF SALE

Date A contract to purchase is offered this 6th day of January, 2009, by SCENT Land Holdings, L.L.C., a South Carolina limited liability company ("Purchaser") to Eastern Land and Timber Co., a SC Limited Liability Partnership, successor in interest to Eastern Land and Timber, LP, a South Carolina limited partnership ("Seller").

Offer and Description Purchaser agrees to buy and Seller agrees to sell all that certain parcel of land, situated in Lugoff, Kershaw County, State of South Carolina being described as follows:

A portion of Tax Map Number 309-00-00-32 containing approximately 1.00 acre located on the western side of U.S. Highway 601, Lugoff, South Carolina as shown as Parcel "A" on the sketch attached hereto as Exhibit "A" and made a part hereof; final description to be determined by survey to be approved by Purchaser and Seller;

Conveyance Shall Be Made Conveyance shall be made subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations.

Price: The purchase price is $200,000 per acre to be paid at Closing. Purchaser herewith deposits the sum of $5,000 as earnest money upon acceptance of this Contract to be held by Conder Realty and applied to the purchase price.

Option: After Closing, Purchaser has a six month option to purchase the adjacent property shown as Parcel "B" on Exhibit "A" for $125,000.

Improvements: Seller shall begin making the following improvements by applying for the appropriate permits within 20 days of closing and all construction shall be

Purchaser: AF
Sellers: RJC ELT LLP

complete within 90 days of closing, pending circumstances beyond Seller's control, including but not limited to weather and permitting approval:

1. Seller shall construct an entrance road similar to the form as shown on Exhibit "A" attached beginning at U.S. Highway 601 and extending to Purchaser's rear property line.
2. Seller shall provide an island with irrigation in the center of the entrance road, said maintenance of the island to be determined prior to closing.
3. Seller shall deposit at closing the sum of $50,000 in an escrow account with Anne S. Conder, Attorney at Law to complete the road and island.
4. Seller shall place restrictions on the property to be approved by Purchaser which shall include but not be limited to Seller approving the final plans for improvements on the Property as shown as Exhibit "B" attached hereto and made a part hereof.

5. SELLER AGREES TO WORK WITH PURCHASER FOR THE STORM DRAINAGE PLAN AND GRANT APPROPRIATE EASEMENTS IF NECESSARY UPON APPROVAL BY SELLER OF A STORM DRAINAGE PLAN.

Closing Costs: Each party shall pay closing costs customarily borne by the parties.

Feasibility Period Purchaser shall have a 10 day feasibility period to perform due diligence and determine that the Property is suitable for its needs. During this 10 day period beginning from the date of acceptance, Purchaser shall have the right to rescind this Contract for any or no reason and receive the return of its earnest money deposit. Seller shall allow Purchaser access to the Property during this period in order to perform their due diligence. In the event Purchaser rescinds this Contract during the feasibility period, Purchaser agrees to provide Seller with copies of all reports, surveys and other documents obtained by Purchaser.

Seller agrees to give Purchaser as soon as practicable after acceptance of this Contract, all reports, plans, surveys, leases and any other documents affecting the operation of the Property.

Conveyance Date of Closing Seller agrees to convey by marketable title and deliver a proper general warranty deed with dower duly renounced if applicable, and free of encumbrances, except as herein stated, with all stamps affixed thereto. The deed shall be prepared in the name of SCENT Land Holding, LLC and delivered at the offices of Savage Law Firm or stipulated place of Closing and transaction closed on or before ***January 15, 2009***.

Purchaser:
Sellers: ELT LLP

Adjustments: Taxes, rents and other assessments shall be adjusted as of the date of the Closing. Tax pro-rations pursuant to this contract are based on the taxes of record on this date and are, therefore, pro-rated on that basis. Any increase or decrease of taxes shall be subject to an adjustment by the Purchaser and/or Seller when the current year's taxes are determined.

Purchaser shall pay all rollback taxes, which are estimated to be less than $500.

Representations and Warranties of Seller: As an inducement to Purchaser to purchase the Property and intending that the warranties and representations contained in this paragraph shall survive closing, and further intending that such warranties and representations shall inure to the benefit of the Purchaser, its successors and assigns, to the best of their knowledge after due inquiry, Seller hereby makes the following warranties and representations, all of which are true and complete in all material respects as of the date of this Contract and which shall survive each closing:

(a) The obligations and undertakings of Seller under this Contract do not and will not violate or conflict with any agreement to which Seller is a party or by which Seller is bound.

(b) Seller owns or will own at closing fee simple title to the Property. Seller has the authority to enter into this Contract and bind the Seller.

(c) There are no suits, judgments, bankruptcies, actions or proceedings pending, or to the best of Seller's knowledge and belief, threatened or contemplated against, or otherwise affecting or which could affect the Property, directly or indirectly (herein, collectively, the "Claims"). Seller shall notify Purchaser immediately upon receipt of any notice of any Claims and shall take prompt and diligent steps to have such claims removed, settled or resolved within fifteen (15) days of Seller's receipt of notice, actual or constructive, thereof.

(d) There are no environmental matters affecting the Property.

Default: If the Purchaser shall default under this agreement, the Seller shall have the right to retain the earnest money deposit. Upon default by the Seller, the Purchaser shall be refunded all sums paid hereunder.

Effect of Contract: The parties hereto further agree that this written contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

Purchaser: AP
Sellers: RZE ELT LLP

shall be adjusted as of the date of the ... Taxes ... other assessments shall be adjusted as of the date

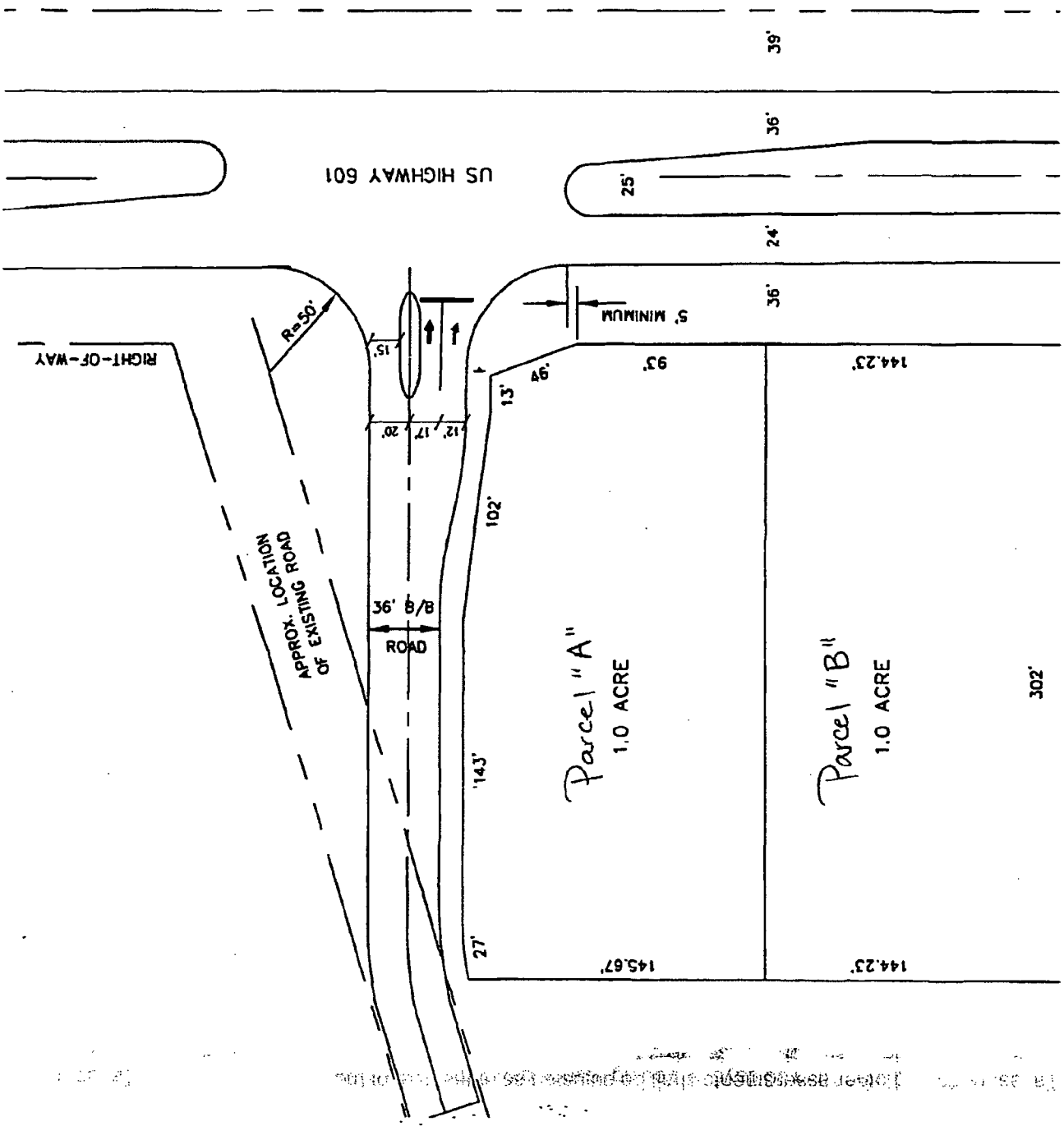
Binding Contract:	This contract shall be binding on both parties, their principals, heirs, personal representatives and assigns as state law permits.
Earnest Money:	If any contingency of this contract cannot be satisfied by no fault of Purchaser, the earnest money will be refunded to Purchaser.
Survey:	Purchaser shall be responsible for having a survey made of the subject property, the cost of which to be borne by Purchaser. Said survey shall be approved by both Purchaser and Seller.
Title Examination:	Seller recommends that Purchaser(s) have an attorney of choice examine the title to subject property.
Cashier's Check:	Purchaser must have cash, a cashier's check, or certified funds when completing this transaction.
Extension Agreement:	Time is of the essence; however, if the loan has been approved but not closed within the stipulated time limits of this contract, then both parties agree to extend said contract for a period not to exceed 10 business days from the date designated for the original closing.
Broker:	Conder Realty and R. Justin Conder are the only agents involved in the transaction. Seller shall pay Conder Realty a commission as agreed upon.

This offer shall expire at 5:00 p.m. on January 9, 2009.

SIGNATURES ON THE FOLLOWING PAGES SIGNIFY ACCEPTANCE OF ALL TERMS AND CONDITIONS STATED HEREIN

Purchaser: _____
Sellers: RQR ELT LLP

Exhibit "A"



Plaintiffs' Ex 0283.073

EXHIBIT "B"

1. IMPROVEMENTS: No improvements shall be constructed, erected, placed, altered, maintained or permitted on the Property until plans and specifications therefore have been approved as provided herein by the Grantor, its successors or assigns. Improvements shall include, but not be limited to Building Plans; Landscaping Plans; Signage; Fences; Walls.
2. Grantee shall cause the Property to remain in a reasonably neat and orderly condition, preventing the accumulation of trash and shall prevent runoff of surface water and soil from the Property onto adjacent property or streets. Grantee shall comply in all respects with all governmental statutes, ordinances, regulations and health, police and fire requirements.
3. Upon completion of construction of improvements on the Property, all exposed disturbed ground areas shall be stabilized and landscaped.
4. STORM DRAINAGE: Plans and specifications for any improvement on the Property shall include a detailed Storm Drainage Plan indicating quantity and direction of storm water runoff, and including, if required, pipe size and location, catch basins, headwalls, ditches, swales and other structures or improvements to be constructed by the Grantee. All drainage plans shall be designed to coordinate with the drainage of Grantor's remaining property. Except as agreed to by Grantor, no storm drainage shall be carried across the Grantor's property line.
5. No parking shall be permitted on any street or any place other than paved parking spaces provided on the Property by Grantee.
6. All utility connections or tap fees and rollback taxes shall be paid by Grantee.
7. PERMITTED USES: No use, other than as approved by Grantor and which is allowed under applicable governmental zoning ordinance shall be of the Property without the written consent of Grantor. The use of the Property shall be limited primarily to hospital, medical and health related activities and other professional offices, including but not limited to non-medical professional offices; no other general commercial activity shall be permitted on the Property without the prior written consent of Grantor.
8. Grantor shall have 30 days from receipt of a complete package from Grantee to approve submitted plans for approval. In the event approval or disapproval has not been granted by the Grantor within the 30 days, then such plans shall be deemed approved; provided, however, that in all events such plans must comply in all other respects with the requirements set forth herein.
9. The purpose of these restrictions is to insure the property development and use of the Property and to protect the Grantor against such improper development and use as will adversely affect the value of the Grantor's property, to prevent the erection on the Property of improvements built of improper design or materials, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets, where appropriate, and in general to provide adequately for a superior type and quality development on the Property and the Grantor's remaining or after acquired property.
10. TERM: These restrictions shall continue in full force and effect for a period of twenty (20) years from the date hereof and shall continue automatically for another twenty (20) year term, unless modified or terminated by mutual decision of the Grantor and Grantee. THESE AMENDMENTS MAY BE MODIFIED BY AN INSTRUMENT IN WRITING SIGNED BY THE GRANTOR AND GRANTEE.

PLEASE CHECK YOUR CARD & CERTIFICATE'S ADDRESS, CLASSIFICATION(S), AND CONTRACT LIMIT FOR ACCURACY

See "New License information for GENERAL Contractors" on our website at www.llr.state.sc.us/pol/contractors

State of South Carolina
Department of Labor, Licensing and Regulation
Contractors' Licensing Board

Certifies

PYRAMID CONTRACTING LLC
1108-A LYKES LANE
IRMO SC 29063

as a

GENERAL CONTRACTOR

License Number: G109740
Date of Issue: 10/30/2008
Expiration Date: 10/31/2010
First Issuance Date: 03/16/2004

Administrator

State of South Carolina
Department of Labor, Licensing and Regulation
Contractors' Licensing Board

Licensed in the classification(s) of

BD5

(See back of card for Classification Abbreviations and Dollar Limit Per Contract)

Keep with loan file but also have a copy imaged in with the builder files on nautilus

DO NOT PEEL CARD FROM A CORNER

To remove card from backing

- Bend form back from the outside edge
- Pull card off backing

South Carolina Labor, Licensing and Regulation
Contractors' Licensing Board

CERTIFICATE

This certifies that: PYRAMID CONTRACTING LLC
1108-A LYKES LANE
IRMO SC 29063

Has given satisfactory evidence of the necessary qualifications required by the laws of the State of South Carolina and is duly qualified and entitled to practice as a:

GENERAL CONTRACTOR

For the classification(s) and limitation(s) shown below as listed on the license card:

BD5

Administrator

License Number: G109740
Date of Issue: 10/30/2008
Expiration Date: 10/31/2010
First Issuance Date: 03/16/2004

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/05/2010

PRODUCER: 803.779.7854 FAX: 803.799.6546
Russell-Massey and Company
P.O. Box 7817
Columbia, SC 29202

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED: Pyramid Contracting, LLC
1108-A Lykes Lane
Irmo, SC 29063

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Frankenmuth Mutual Ins Co	13986
INSURER B: Auto-Owners Insurance Company	18988
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC	CPP6056091	03/22/2009	03/22/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BA6056091	03/22/2009	03/22/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under SPECIAL PROVISIONS below	36301058	03/24/2009	03/24/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A		OTHER Rented/Leased Equipment	CPP6056091	03/22/2009	03/22/2010	$50,000 Limit $1,000 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

South Carolina ENT Landholdings LLC
Hwy 1165 South
Lugoff, SC 29078

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
William Bowers

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Plaintiffs' Ex 0283.076

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

TE OF LIABILITY INSURANCE

PYRAMID CONTRACTING, LLC.
Profit & Loss
January through December 2008

	Jan - Dec 08
Ordinary Income/Expense	
Income	
Construction	4,246,319 07
Total Income	4,246,319 07
Cost of Goods Sold	
CONSTRUCTION COSTS	
CHIEF OPERATIONS OFFICER	50,999 99
GENERAL SUPERINTENDENT	2,100 00
FIELD SUPERINTENDENT	120,371 65
SUBCONTRACTORS CGS	
WOOD FRAMING	1,382 45
STOREFRONT WINDOWS AND DOORS	40,400 00
SITE WORK	47,796 50
SUBCONTRACTORS CGS - Other	2,934,887 98
Total SUBCONTRACTORS CGS	3,024,466 93
GENERAL CONDITIONS	204,577 18
LABOR	1,009 00
EQUIPMENT	49,257 82
MATERIAL	
Hardware	19,596 44
CONCRETE	1,869 45
MATERIAL - Other	430,040 03
Total MATERIAL	451,505 92
Total CONSTRUCTION COSTS	3,904,288 49
Total COGS	3,904,288 49
Gross Profit	342,030 58
Expense	
DIRECT JOB MANAGEMENT EXPENSE	6,120 00
Automobile Expense	2,844 68
Building Supplies	1,399 04
Equipment Rental	70 68
OVERHEAD	
Admin Payroll	
Retirement Plan Expense	8,442 52
Employer Paid Payroll Taxes	23,555 75
Admin.Hourly Payroll Expense	14,429 48
Admin. Management Salary Exp.	47,321 74
Co. Paid Health Ins. Premiums	18,038 77
Admin. Payroll - Other	27,389 00
Total Admin. Payroll	139,177 26
Advertising	
Promotional Items	769 51
Signs	239 61
Advertising - Other	1,143 84
Total Advertising	2,152 96
Bank Service Charges	374 65
Contributions	787 64
Dues and Subscriptions	4,145 62
Fuel	61 30
Insurance	
Inland Marine	1,340 00
Health	676 07
Umbrella	51 24
Auto	2,118 01
General Liability Insurance	19,406 99
Life Policy	1,606 08
Work Comp	1,673 91
Total Insurance	26,872 30

PYRAMID CONTRACTING, LLC.
Profit & Loss
January through December 2008

	Jan - Dec 08	
Interest Expense		
Interest Exp Loan #40023-29-00	11,968 04	
CONSTRUCTION LOAN INTEREST	6,129 62	
Finance Charge	5 00	
Other	500 00	
Interest Expense - Other	1,240 46	
Total Interest Expense		19,843 12
Licenses and Permits		-957 87
Miscellaneous		1,452 45
Office Supplies		5,567 62
Plan Deposit		745 00
Postage and Delivery		831 06
Professional Fees		
Temporary Office	150 00	
Software Support Agreements	904 45	
Accounting	4,950 00	
Legal Fees	1,110 00	
Professional Fees - Other	200 00	
Total Professional Fees		7,314 45
Rent		
Lykes Lane	18,000 00	
Total Rent		18,000 00
Repairs		
Computer Repairs	1,192 48	
Total Repairs		1,192 48
Taxes		
Property	906 14	
Total Taxes		906 14
Telephone		14,100 66
Travel & Ent		
Meals	920 13	
Travel	1,875 22	
Total Travel & Ent		2,795 35
Utilities		
Gas and Electric	4,919 00	
Water	589 83	
Utilities - Other	26 32	
Total Utilities		5,535 15
Total OVERHEAD		250,897 34
Sanitation		863 60
Tools and Machinery		149 75
VEHICLE ALLOWANCE		7,950 00
Total Expense		270,295 09
Net Ordinary Income		71,735 49
Other Income/Expense		
Other Income		
MONEY MARKET INTEREST EARNED		5,220 07
Interest Income		415 68
Total Other Income		5,635 75
Net Other Income		5,635 75
Net Income		77,371.24

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 16l					1	28,954.
2 Analysis by partner type	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt organization	(vi) Nominee/Other
a General partners						
b Limited partners			28,954.			

Schedule L Balance Sheets per Books

Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1 Cash		182,859.		368,648.
2a Trade notes and accounts receivable	416,136.		623,658.	
b Less allowance for bad debts		416,136.		623,658.
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities				
6 Other current assets (attach statement)	STATEMENT 6	49,382.		15,275.
7 Mortgage and real estate loans				
8 Other investments (attach statement)				
9a Buildings and other depreciable assets	28,412.		71,763.	
b Less accumulated depreciation	24,787.	3,625.	40,605.	31,158.
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		652,002.		1,038,739.
Liabilities and Capital				
15 Accounts payable		403,825.		577,393.
16 Mortgages, notes, bonds payable in less than 1 year				5,711.
17 Other current liabilities (attach statement)	STATEMENT 7	84,597.		40,058.
18 All nonrecourse loans				
19 Mortgages, notes, bonds payable in 1 year or more				12,568.
20 Other liabilities (attach statement)				
21 Partners' capital accounts		163,580.		403,009.
22 Total liabilities and capital		652,002.		1,038,739.

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	48,915.	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 $ STMT 9 623,658.	623,658.
3 Guaranteed payments (other than health insurance)		7 Deductions included on Schedule K, lines 1 through 13d, and 16l, 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 16l (itemize).		a Depreciation $ 10,982.	
a Depreciation $ 7,561.			10,982.
b Travel and entertainment $ 460.		8 Add lines 6 and 7	634,640.
STMT 8 606,658.	614,679.	9 Income (loss) (Analysis of Net Income (Loss), line 1) Subtract line 8 from line 5	28,954.
5 Add lines 1 through 4	663,594.		

Schedule M-2 Analysis of Partners' Capital Accounts

1 Balance at beginning of year	163,580.	6 Distributions. a Cash	550,000.
2 Capital contributed a Cash	740,514.	b Property	
b Property		7 Other decreases (itemize):	
3 Net income (loss) per books	48,915.		
4 Other increases (itemize)		8 Add lines 6 and 7	550,000.
5 Add lines 1 through 4	953,009.	9 Balance at end of year. Subtract line 8 from line 5	403,009.

54-2107761 PYRAMID CONTRACTING, LLC 54-2107761 1065

Form 1065 U.S. Return of Partnership Income

OMB No 1545-0099

2008

Department of the Treasury Internal Revenue Service

For calendar year 2008 or tax year beginning _____ ending _____

A Principal business activity: CONSTRUCTION	Use the IRS label. Otherwise print or type. Name of partnership: PYRAMID CONTRACTING, LLC	D Employer identification number: 54-2107761
B Principal product or service: COMMERCIAL BUILDINGS	Number, street, and room or suite no. If a P.O. box, see the instructions: [redacted] LANE	E Date business started: 04/25/2003
C Business code number: 236200	City or town, state, and ZIP code: IRMO, SC 29063	F Total assets: $ 1,038,739.

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 ▶ 2

J Check if Schedule M-3 attached ☐

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

Income	1a	Gross receipts or sales	1a 3,622,661.		
	b	Less returns and allowances	1b	1c	3,622,661.
	2	Cost of goods sold (Schedule A, line 8)		2	3,319,390.
	3	Gross profit. Subtract line 2 from line 1c		3	303,271.
	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	303,271.
Deductions (see the instructions for limitations)	9	Salaries and wages (other than to partners) (less employment credits)		9	115,552.
	10	Guaranteed payments to partners		10	
	11	Repairs and maintenance		11	1,192.
	12	Bad debts		12	
	13	Rent		13	18,000.
	14	Taxes and licenses	SEE STATEMENT 1	14	23,556.
	15	Interest		15	20,710.
	16a	Depreciation *(if required, attach Form 4562)*	16a 10,982.		
	b	Less depreciation reported on Schedule A and elsewhere on return	16b	16c	10,982.
	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)*	SEE STATEMENT 2	20	89,173.
	21	Total deductions. Add the amounts shown in the far right column for lines 9 through 20		21	279,165.
	22	Ordinary business income (loss). Subtract line 21 from line 8		22	24,106.

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's Use Only

Preparer's signature	Date 04/13/09	Check if self-employed ▶ ☐	Preparer's SSN or PTIN [redacted]
Firm's name (or yours if self-employed), address, and ZIP code: BRITTINGHAM, BROWN, PRINCE & HANCOCK LLC, P. O. BOX 5949, WEST COLUMBIA, SC 29171-5949		EIN ▶ 20-1128912	Phone no. 803-739-3090

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions. Form 1065 (2008)

511001 12-31-08 LHA

Plaintiffs' Ex 0283.081

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

Plaintiffs' Ex 0283.084

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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Plaintiffs' Ex 0283.085

§ 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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Plaintiffs' Ex 0283.088

§ 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 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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§ 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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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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§ 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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This Agreement entered into as of the day and year first written above.

OWNER	CONTRACTOR
(Signature)	*(Signature)*
MANAGING SHAREHOLDER	Charlie Lucas
(Printed name and title)	*(Printed name and title)*

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LIMITED LIABILITY COMPANY AUTHORIZATION RESOLUTION

FIRST PALMETTO SAVINGS BANK, FSB
407 DEKALB STREET
CAMDEN, SC 29020

Referred to in this document as "Financial Institution"

By. SCENT LAND HOLDINGS, LLC
PO BOX 520
LUGOFF, SC 29078

Referred to in this document as "Limited Liability Company"

I, ROBERT PUCHALSKI, certify that I am a Manager or Designated Member of the above named Limited Liability Company organized under the laws of SOUTH CAROLINA, Federal Employer I.D Number 263-44-4911, engaged in business under the trade name of SCENT LANDHOLDINGS, LLC, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of all members of the Limited Liability Company or the person or persons designated by the members of the Limited Liability Company to manage the Limited Liability Company as provided in the articles of organization or an operating agreement, duly and properly called and held on _____ (date) These resolutions appear in the minutes of this meeting and have not been rescinded or modified

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below

	Name and Title or Position	Signature	Facsimile Signature (if used)
A	ROBERT PUCHALSKI	X	X
B	DAVID MACY VIDRINE	X	X
C		X	X
D		X	X
E		X	X
F		X	X

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power Following each power indicate the number of Agent signatures required to exercise the power)

Indicate A, B, C, D, E, and/or F		Description of Power	Indicate number of signatures required
A.B.	(1)	Exercise all of the powers listed in this resolution	2
A.B.	(2)	Open any deposit or share account(s) in the name of the Limited Liability Company	2
A.B.	(3)	Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution	2
A.B.	(4)	Borrow money on behalf and in the name of the Limited Liability Company, sign, execute and deliver promissory notes or other evidences of indebtedness	2
A.B.	(5)	Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Limited Liability Company as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment	2
A.B.	(6)	Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution	2
A.B.	(7)	Other _____	2

LIMITATIONS ON POWERS The following are the Limited Liability Company's express limitations on the powers granted under this resolution

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____ If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY
I further certify that the Managers or Designated Members of the Limited Liability Company have, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same (Apply seal below where appropriate)

In Witness Whereof, I have subscribed my name to this document and affixed the seal, if any, of the Limited Liability Company on 09-26-2011 (date).

Attest by One Other Manager or Designated Member

Manager or Designated Member
ROBERT PUCHALSKI

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As used in this resolution, the term "Manager" means the person or persons designated by the members of the Limited Liability Company in a manager-managed Limited Liability Company to manage the Limited Liability Company as provided in the articles of organization or an operating agreement The term "Designated Member" means the member or members of the Limited Liability Company authorized to act on behalf of the Limited Liability Company in a member-managed Limited Liability Company By signing this resolution, Manager or Designated Member represent that they have provided the Financial Institution with true and complete copies of the articles of organization and operating agreements of the Limited Liability Company as amended to the date of this resolution

The Limited Liability Company named on this resolution resolves that,

(1) The Financial Institution is designated as a depository for the funds of the Limited Liability Company and to provide other financial accommodations indicated in this resolution

(2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution Any and all prior resolutions adopted by the Managers or Designated Members of the Limited Liability Company and certified to the Financial Institution as governing the operation of this Limited Liability Company's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.

(3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Limited Liability Company Any Agent, so long as they act in a representative capacity as an Agent of the Limited Liability Company, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.

(4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Limited Liability Company with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

(5) The Limited Liability Company agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Limited Liability Company. The Limited Liability Company authorizes the Financial Institution, at any time, to charge the Limited Liability Company for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose

(6) The Limited Liability Company acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Limited Liability Company to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards

(7) The Limited Liability Company acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Limited Liability Company with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file The Limited Liability Company authorizes each Agent to have custody of the Limited Liability Company's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing

Pennsylvania. The designation of an Agent does not create a power of attorney, therefore, Agents are not subject to the provisions of 20 Pa C S A Section 5601 et seq (Chapter 56, Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa C.S A Section 5601 et seq (Chapter 56, Decedents, Estates and Fiduciaries Code).

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) ☐ This resolution is superseded by resolution dated _____

Comments

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LIMITED LIABILITY COMPANY AUTHORIZATION RESOLUTION

FIRST PALMETTO SAVINGS BANK, FSB
407 DEKALB STREET
CAMDEN, SC 29020

Referred to in this document as "Financial Institution"

By: SCENT LAND HOLDINGS, LLC
1165 HIGHWAY 1 SOUTH, SUITE 300
LUGOFF, SC 29078

Referred to in this document as "Limited Liability Company"

I, ROBERT PUCHALSKI, certify that I am a Manager or Designated Member of the above named Limited Liability Company organized under the laws of SOUTH CAROLINA, Federal Employer I D Number 263-44-4911, engaged in business under the trade name of SCENT LANDHOLDINGS, LLC, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of all members of the Limited Liability Company or the person or persons designated by the members of the Limited Liability Company to manage the Limited Liability Company as provided in the articles of organization or an operating agreement, duly and properly called and held on _____ (date) These resolutions appear in the minutes of this meeting and have not been rescinded or modified

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below

	Name and Title or Position	Signature	Facsimile Signature (if used)
A	ROBERT PUCHALSKI	X	X
B		X	X
C		X	X
D		X	X
E		X	X
F		X	X

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power Following each power indicate the number of Agent signatures required to exercise the power)

Indicate A, B, C, D, E, and/or F		Description of Power	Indicate number of signatures required
A.	(1)	Exercise all of the powers listed in this resolution	1
A.	(2)	Open any deposit or share account(s) in the name of the Limited Liability Company	1
A	(3)	Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution	1
A.	(4)	Borrow money on behalf and in the name of the Limited Liability Company, sign, execute and deliver promissory notes or other evidences of indebtedness	1
A.	(5)	Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Limited Liability Company as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment	1
A.	(6)	Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution	1
A	(7)	Other _____	1

LIMITATIONS ON POWERS The following are the Limited Liability Company's express limitations on the powers granted under this resolution

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____ If not completed, all resolutions remain in effect

CERTIFICATION OF AUTHORITY
I further certify that the Managers or Designated Members of the Limited Liability Company have, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same (Apply seal below where appropriate)

In Witness Whereof, I have subscribed my name to this document and affixed the seal, if any, of the Limited Liability Company on 05-05-2010 (date)

Attest by One Other Manager or Designated Member

Manager or Designated Member
ROBERT PUCHALSKI, MANAGER

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UTION As used in this resolution, the term "Manager" means the person or persons designated by the members of the Limited Liability Company in a manager-managed Limited Liability Company to manage the Limited Liability Company as provided in the articles of organization or an operating agreement. The term "Designated Member" means the member or members of the Limited Liability Company authorized to act on behalf of the Limited Liability Company in a member-managed Limited Liability Company By signing this resolution, Manager or Designated Member represent that they have provided the Financial Institution with true and complete copies of the articles of organization and operating agreements of the Limited Liability Company as amended to the date of this resolution

The Limited Liability Company named on this resolution resolves that,

(1) The Financial Institution is designated as a depository for the funds of the Limited Liability Company and to provide other financial accommodations indicated in this resolution

(2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution Any and all prior resolutions adopted by the Managers or Designated Members of the Limited Liability Company and certified to the Financial Institution as governing the operation of this Limited Liability Company's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes

(3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Limited Liability Company Any Agent, so long as they act in a representative capacity as an Agent of the Limited Liability Company, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing

(4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Limited Liability Company with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed

(5) The Limited Liability Company agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Limited Liability Company The Limited Liability Company authorizes the Financial Institution, at any time, to charge the Limited Liability Company for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose

(6) The Limited Liability Company acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Limited Liability Company to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards

(7) The Limited Liability Company acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Limited Liability Company with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file The Limited Liability Company authorizes each Agent to have custody of the Limited Liability Company's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing

Pennsylvania The designation of an Agent does not create a power of attorney, therefore, Agents are not subject to the provisions of 20 Pa C.S A Section 5601 et seq (Chapter 56, Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa C.S A Section 5601 et seq (Chapter 56, Decedents, Estates and Fiduciaries Code)

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) ☐ This resolution is superseded by resolution dated _____

Comments

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LIMITED LIABILITY COMPANY AUTHORIZATION RESOLUTION

FIRST PALMETTO SAVINGS BANK, FSB
407 DEKALB STREET
CAMDEN, SC 29020

Referred to in this document as "Financial Institution"

By SCENT LANDHOLDINGS, LLC
1165 HIGHWAY 1 SOUTH
LUGOFF, SC 29078

Referred to in this document as "Limited Liability Company"

I, ROBERT PUCHALSKI, certify that I am a Manager or Designated Member of the above named Limited Liability Company organized under the laws of SOUTH CAROLINA, Federal Employer I D Number 263-44-4911, engaged in business under the trade name of SCENT LANDHOLDINGS, LLC, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of all members of the Limited Liability Company or the person or persons designated by the members of the Limited Liability Company to manage the Limited Liability Company as provided in the articles of organization or an operating agreement, duly and properly called and held on _____ (date) These resolutions appear in the minutes of this meeting and have not been rescinded or modified

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below

	Name and Title or Position		Facsimile Signature (if used)
A	ROBERT PUCHALSKI	X #7708624-1	X
B	ORVILLE DYCE	X 5/11/10	X
C		X 7/6/09	X
D		X 7/6/09	X
E		X	X
F		X	X

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power Following each power indicate the number of Agent signatures required to exercise the power)

Indicate A, B, C, D, E, and/or F		Description of Power	Indicate number of signatures required
A. B.	(1)	Exercise all of the powers listed in this resolution	2
A. B.	(2)	Open any deposit or share account(s) in the name of the Limited Liability Company	2
A. B.	(3)	Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution	2
A. B.	(4)	Borrow money on behalf and in the name of the Limited Liability Company, sign, execute and deliver promissory notes or other evidences of indebtedness	2
A. B	(5)	Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Limited Liability Company as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment	2
A. B	(6)	Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution	2
A B.	(7)	Other _____	2

LIMITATIONS ON POWERS The following are the Limited Liability Company's express limitations on the powers granted under this resolution

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____ If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY
I further certify that the Managers or Designated Members of the Limited Liability Company have, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same (Apply seal below where appropriate)

In Witness Whereof, I have subscribed my name to this document and affixed the seal, if any, of the Limited Liability Company on 07-06-2009 (date)

Attest by One Other Manager or Designated Member

Manager or Designated Member
ROBERT PUCHALSKI

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Plaintiffs' Ex 0283.099

As used in this resolution, the term "Manager" means the person or persons designated by the members of the Limited Liability Company in a manager-managed Limited Liability Company to manage the Limited Liability Company as provided in the articles of organization or an operating agreement The term "Designated Member" means the member or members of the Limited Liability Company authorized to act on behalf of the Limited Liability Company in a member-managed Limited Liability Company By signing this resolution, Manager or Designated Member represent that they have provided the Financial Institution with true and complete copies of the articles of organization and operating agreements of the Limited Liability Company as amended to the date of this resolution

The Limited Liability Company named on this resolution resolves that,

(1) The Financial Institution is designated as a depository for the funds of the Limited Liability Company and to provide other financial accommodations indicated in this resolution

(2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution Any and all prior resolutions adopted by the Managers or Designated Members of the Limited Liability Company and certified to the Financial Institution as governing the operation of this Limited Liability Company's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes

(3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Limited Liability Company Any Agent, so long as they act in a representative capacity as an Agent of the Limited Liability Company, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing

(4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Limited Liability Company with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed

(5) The Limited Liability Company agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Limited Liability Company The Limited Liability Company authorizes the Financial Institution, at any time, to charge the Limited Liability Company for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose

(6) The Limited Liability Company acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Limited Liability Company to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards

(7) The Limited Liability Company acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Limited Liability Company with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file The Limited Liability Company authorizes each Agent to have custody of the Limited Liability Company's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing

Pennsylvania. The designation of an Agent does not create a power of attorney, therefore, Agents are not subject to the provisions of 20 Pa C S A Section 5601 et seq (Chapter 56, Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa C S A Section 5601 et seq (Chapter 56, Decedents, Estates and Fiduciaries Code)

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) ☐ This resolution is superseded by resolution dated _____

Comments

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Plaintiffs' Ex 0283.100

LIMITED LIABILITY COMPANY AUTHORIZATION RESOLUTION

FIRST PALMETTO SAVINGS BANK, FSB
407 DEKALB STREET
CAMDEN, SC 29020

Referred to in this document as "Financial Institution"

By SCENT LAND HOLDINGS, LLC.
1165 HWY 1 S
LUGOFF, SC 29078

Referred to in this document as "Limited Liability Company"

I, ROBERT PUCHALSKI, certify that I am a Manager or Designated Member of the above named Limited Liability Company organized under the laws of SOUTH CAROLINA, Federal Employer I D Number 263-44-4911, engaged in business under the trade name of SCENT LAND HOLDINGS, LLC., and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of all members of the Limited Liability Company or the person or persons designated by the members of the Limited Liability Company to manage the Limited Liability Company as provided in the articles of organization or an operating agreement, duly and properly called and held on _____ (date) These resolutions appear in the minutes of this meeting and have not been rescinded or modified

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below

	Name and Title or Position	Signature	Facsimile Signature (if used)
A	ROBERT PUCHALSKI, MANAGER	X	X
B	ORVILLE DYCE, MANAGER	X	X
C		X	X
D		X	X
E		X	X
F		X	X

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power Following each power indicate the number of Agent signatures required to exercise the power)

Indicate A, B, C, D, E, and/or F		Description of Power	Indicate number of signatures required
A B.	(1)	Exercise all of the powers listed in this resolution.	2
A. B.	(2)	Open any deposit or share account(s) in the name of the Limited Liability Company	2
A. B.	(3)	Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution	2
A. B.	(4)	Borrow money on behalf and in the name of the Limited Liability Company, sign, execute and deliver promissory notes or other evidences of indebtedness.	2
A. B.	(5)	Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Limited Liability Company as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment	2
A B.	(6)	Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution	2
A. B.	(7)	Other _____	2

LIMITATIONS ON POWERS The following are the Limited Liability Company's express limitations on the powers granted under this resolution

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____ If not completed, all resolutions remain in effect

CERTIFICATION OF AUTHORITY
I further certify that the Managers or Designated Members of the Limited Liability Company have, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same (Apply seal below where appropriate)

In Witness Whereof, I have subscribed my name to this document and affixed the seal, if any, of the Limited Liability Company on 03-03-2009 (date)

_____ _____
Attest by One Other Manager or Designated Member | Manager or Designated Member
ROBERT PUCHALSKI

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DEFINITIONS As used in this resolution, the term "Manager" means the person or persons designated by the members of the Limited Liability Company in a manager-managed Limited Liability Company to manage the Limited Liability Company as provided in the articles of organization or an operating agreement The term "Designated Member" means the member or members of the Limited Liability Company authorized to act on behalf of the Limited Liability Company in a member-managed Limited Liability Company. By signing this resolution, Manager or Designated Member represent that they have provided the Financial Institution with true and complete copies of the articles of organization and operating agreements of the Limited Liability Company as amended to the date of this resolution.

The Limited Liability Company named on this resolution resolves that,

(1) The Financial Institution is designated as a depository for the funds of the Limited Liability Company and to provide other financial accommodations indicated in this resolution

(2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution Any and all prior resolutions adopted by the Managers or Designated Members of the Limited Liability Company and certified to the Financial Institution as governing the operation of this Limited Liability Company's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes

(3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Limited Liability Company Any Agent, so long as they act in a representative capacity as an Agent of the Limited Liability Company, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.

(4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Limited Liability Company with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

(5) The Limited Liability Company agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Limited Liability Company The Limited Liability Company authorizes the Financial Institution, at any time, to charge the Limited Liability Company for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose

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FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) ☐ This resolution is superseded by resolution dated _____ .

Comments

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Michelle Dioguardi Michelle Dioguardi

From: "Jessica Clyburn" <jclyburn@fpsb com>
To: "Michelle Dioguardi" <mdioguardi@fpsb com>
Sent: Monday, October 03, 2011 4 51 PM
Subject: 75-086869-5

SCENT Land Holdings
Appraised Value=$2,200,000

108= 2,200,000

Thanks!
Jessica Clyburn
Document Review
First Palmetto Savings Bank
(803) 424-5041 Phone
JClyburn@fpsb.com

√M.D.
10/4/11

Jessica Clyburn

Jessica Clyburn

From: "Jessica Clyburn" <jclyburn@fpsb.com>
To: "Michelle Dioguardi" <mdioguardi@fpsb.com>
Sent: Monday, October 03, 2011 4 51 PM
Subject: 75-086869-5
SCENT Land Holdings
Appraised Value=$2,200,000

Thanks!
Jessica Clyburn
Document Review
First Palmetto Savings Bank
(803) 424-5041 Phone
JClyburn@fpsb.com

Jessica Clyburn Jessica Clyburn Jessica Clyburn

From: "Jessica Clyburn" <jclyburn@fpsb com>
To: "John Kinard" <johnkinard@fpsb com>
Sent: Monday, October 03, 2011 4 54 PM
Subject: Loan over $500,000

75-086869-5
SCENT Landholdings LLC

Jessica Clyburn
Document Review
First Palmetto Savings Bank
(803) 424-5041 Phone
JClyburn@fpsb.com

John Kinard

From: James O'Neal [joneal@fpsb com]
Sent: Monday, November 22, 2010 8 44 AM
To: John Kinard
Cc: Thomas Anderson
Subject: SCENT

John

David Vidrine is a new partner/guarantor to Robert Puchalski on the SCENT loans There are signed guarantees in Nautilus, however, these loans are not tied to him on Total Will you please add these loans to him

82-086800-0	SCENT ✓
70-085913-2	SCENT Equipment ✓
70-086302-7	SCENT Equipment ✓
75-085362-2	SCENT Land Holding ✓
75-086869-5	SCENT Land Holding ✓
77-086101-3	SCENT Land Holding ✓

Thanks,

Over 1 million

James O'Neal
First Palmetto Savings Bank
803-424-5057- office
803-424-5037- fax

✓ WaH 1-7-11

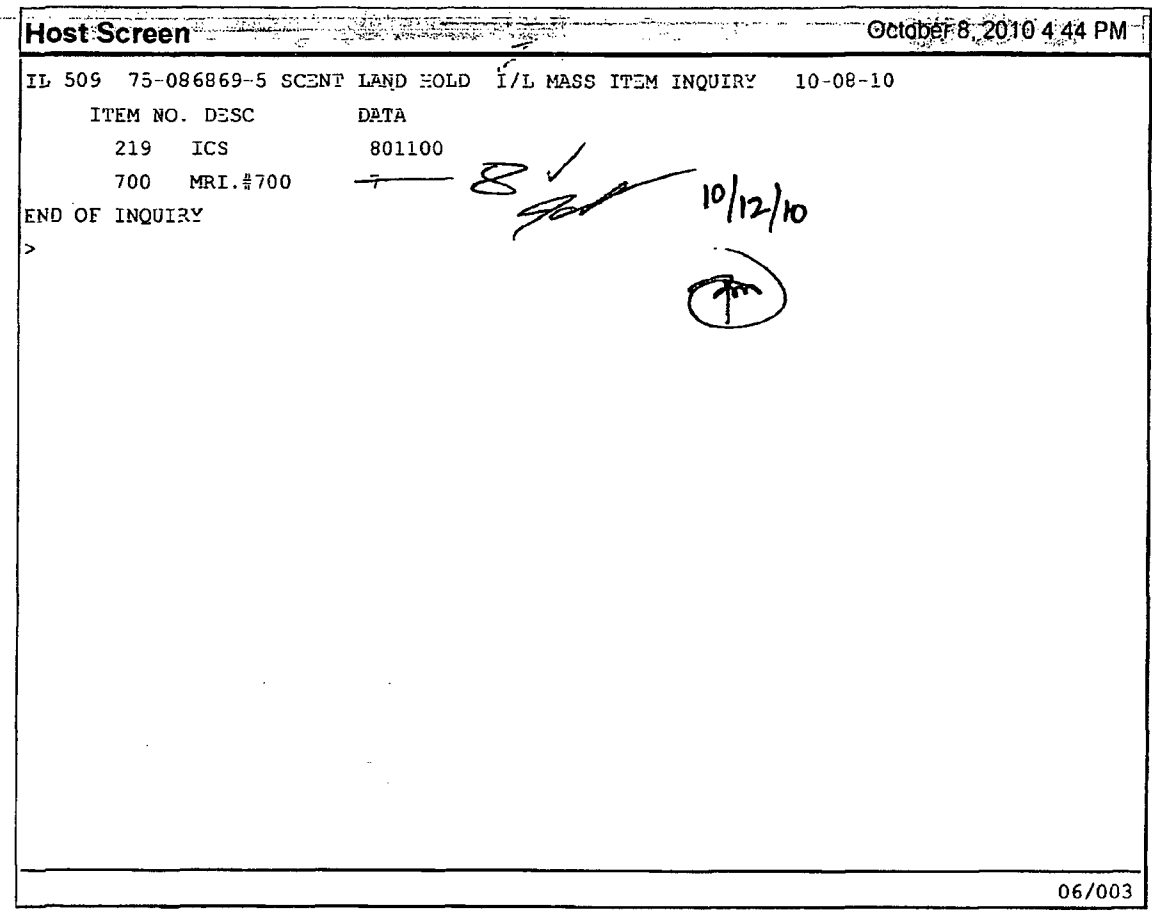
WANDA,

PLEASE ADD:

DAVID M. VIDRINE (437-23-9965)
303 RECTORY SQUARE
CAMDEN, SC 29020

THANKS

1/7/2011


Host Screen
October 8, 2010 4:44 PM
IL 509 75-086869-5 SCENT LAND HOLD I/L MASS ITEM INQUIRY 10-08-10
ITEM NO. DESC DATA
219 ICS 801100
700 MRI.#700
END OF INQUIRY
>
10/12/10
06/003

Walter Long

From: gibson [gtucker@fpsb.com]
Sent: Friday, July 09, 2010 9 06 AM
To: Jennifer Hawkins, Walter
Subject: Re. SCE&T

Jennifer,

As long as the numbers mesh, please get Michelle to fund this.

Thanks,

Gibson

Sent from my Verizon Wireless BlackBerry

From: "Jennifer Hawkins" <jrhawkins@fpsb.com>
Date: Fri, 9 Jul 2010 08:57:25 -0400
To: <gtucker@fpsb.com>
Subject: SCE&T

Vernon did the draw for SCE&T but sent it to Walter. He thought Walter needed to sign off on it so it sounds like Walter should have it now or get it this morning. I'm sure he will get it to Michelle ASAP but if you want me to do anything now, just let me know.

Thanks,

Jennifer Hawkins
First Palmetto Savings Bank
P O Box 861
Camden, South Carolina 29021
803 432.5059 (office)
803 424.5050 (fax)

Michelle Dioguardi

From: "Michelle Dioguardi" <mdioguardi@fpsb com>
To: "Gibson Tucker" <gtucker@fpsb com>
Sent: Monday, July 12, 2010 3 38 PM
Subject: Advance SCENT

Gibson,

I have an IL Pending and official check for SCENT Land Holdings in the amount of $110,891 00 that will be disbursed against loan # 75-086869-5 I Just wanted to make you aware of this

Thanks!
Michelle Dioguardi
Loan Operations
First Palmetto Savings Bank

Walter Long

From: "Charlie Lucas" <LucasBuilt@sc rr.com>
To: "Paul Scott" <pscott@exumco com>, "Mike Verzwyvelt" <mverzwyvelt@323.pellapdsn com>, "Matt Bridges" <matt@goavista.com>, "Kregg Corley" <kcorleycts@bellsouth net>, "Faust, Delmar [Stock]" <Delmar.Faust@stocksupply com>, "Everett H Reynolds" <ehr@wrmco com>, "Eddie Knight" <midstateair@gmail com>, <cummingselectric@aol com>, "Craig Otto" <craigottoarchitect@windstream net>, "billy sturkie" <billysturkie@bellsouth net>, <smill@pasco-inc.com>, <easton1499@aol com>, <acesmoak@windstream net>
Cc: "Tammy Szymanski" <TSzymanski@southcarolinaent com>, "Theresa Williams" <twilliams@southcarolinaent com>, "Walter Long" <wlong@fpsb com>
Sent: Monday, March 15, 2010 1 34 PM
Subject: Fw SC ENT Lugoff invoices

This is for your information, we will allocate payments as we receive payments.

Thank you for your patients, we do have a good working relationship with SC ENT and are looking to work with them in the very near future on a site in Columbia

Thanks,
Charlie
---- Original Message ----
From: Charlie Lucas
To: Theresa Williams
Sent: Monday, March 15, 2010 12 01 PM
Subject: Fw. SC ENT Lugoff invoices

Theresa I appreciate you meeting with me on Thursday As per our conversation you were going to send me an email explaining that there are not any financial/loan problems with the past due invoices and that you are going to have the closing in approximately 6 weeks from last week, and you will be paying the balance as stated in a few installments from SC ENT account You were also going to get your lender to give us a similar email (hopefully this will help keep liens from being filed)

As discussed we will halt construction with the exception of the interior drywall until you give us further notice I do hope you will have a payment this week to help our subcontractor/suppliers with the past due invoices

I do appreciate your attention on this and look to hear from you

Thanks,
Charlie
---- Original Message ----
From: Charlie Lucas
To: Theresa Williams
Sent: Thursday, March 11, 2010 2 20 PM
Subject: Re SC ENT Lugoff invoices

Thank you! he should be there in about 15 minutes

> ---- Original Message ----
> **From:** Theresa Williams
> **To:** 'Charlie Lucas'
> **Sent:** Thursday, March 11, 2010 1 15 PM
> **Subject:** RE SC ENT Lugoff invoices
>
> I will wait for him

From: Charlie Lucas [mailto:LucasBuilt@sc.rr.com]
Sent: Thursday, March 11, 2010 12:59 PM
To: Theresa Williams
Subject: Re: SC ENT Lugoff invoices
Importance: High

Theresa,
Charlie asked me to e-mail you this He is on his way to Lugoff to pick up the check Can he please have few minutes of your time while he is there

Balance as of 02/28/2010 billing statment $365,457 55
Current charges for March 2010 apporx $70.000
Total current charges $435,457 55

Thanks!
Pam

---- Original Message ----
From: Theresa Williams
To: 'Charlie Lucas'
Sent: Thursday, March 11, 2010 11 40 AM
Subject: RE SC ENT Lugoff invoices

Hello Charlie-
I have the check now and signed. I will leave at the front with your name on it
Can you please verify the amount I owe you from the unpaid balances minus the checks given to you by SCENT?
It looks like we are getting closer to a real "closings date" but I feel this will be in abt 6 weeks. I will need you to halt construction.
Please contact me with questions.
Thanks,
Theresa

From: Charlie Lucas [mailto:LucasBuilt@sc.rr.com]
Sent: Wednesday, March 10, 2010 3:09 PM
To: Theresa Williams
Cc: Tammy Szymanski
Subject: Re: SC ENT Lugoff invoices

Theresa what time can we pick up the check tomorrow?

Thanks
Charlie

---- Original Message ----
From: Theresa Williams
To: 'Charlie Lucas'
Cc: 'Robert Puchalski' , 'Walter Long'
Sent: Monday, March 08, 2010 1 11 PM
Subject: RE SC ENT Lugoff invoices

Charlie-
I assure you that we are doing everything we can to get a closing on this property. I appreciate your patience and will contact you as soon as I can.
Thanks, Theresa

From: Charlie Lucas [mailto:LucasBuilt@sc.rr.com]
Sent: Monday, March 08, 2010 10:26 AM
To: Theresa Williams
Cc: Tammy Szymanski; Robert Puchalski
Subject: Re: SC ENT Lugoff invoices

Theresa we appreciate the payment that you are giving us on Thursday but can you please give us a proposed date on the closing, we are approaching time limitations on vendors/subcontractors that may place a lien on the property due to non payment If liens are put in place this will probably affect the closing

Thanks,
Charlie

---- Original Message ----
From: Theresa Williams
To: 'Charlie Lucas'
Sent: Friday, March 05, 2010 3 17 PM
Subject: RE SC ENT Lugoff invoices

Charlie- I spoke to Dr. P and we will have $100k for you next Thursday and. Please know that we are doing everything that we can do to get you the rest of the balance and a closing scheduled.
Thanks for your patience.
Theresa

From: Charlie Lucas [mailto:LucasBuilt@sc.rr.com]
Sent: Friday, March 05, 2010 12:22 PM
To: Theresa Williams
Cc: Robert Puchalski
Subject: Fw: SC ENT Lugoff invoices
Importance: High

Theresa did you talk with Dr Puchalski yesterday afternoon? Our company and some of the subcontractors/suppliers cash flow is negative

Thanks,
Charlie
---- Original Message ----
From: Charlie Lucas
To: Theresa Williams
Cc: Robert Puchalski
Sent: Thursday, March 04, 2010 4:19 PM
Subject: Fw SC ENT Lugoff invoices

Theresa please update us on our past due and current payment, our subcontractors and our company are loosing our relationships with our suppliers

Thankyou,
Charlie
---- Original Message ----
From: Robert Puchalski
To: 'Charlie Lucas'
Cc: 'Dr Dyce' , 'Jamie' ; alpuchalski@gmail.com , 'Theresa Williams'
Sent: Wednesday, March 03, 2010 1 22 PM
Subject: RE SC ENT Lugoff invoices

Charlie:

assure you that we are doing everything in our power to facilitate the closing today. Your workmanship has been exceptional and I appreciate all of your patience with us.

From: Charlie Lucas [mailto:LucasBuilt@sc.rr.com]
Sent: Wednesday, March 03, 2010 9:58 AM
To: Robert Puchalski
Subject: SC ENT Lugoff invoices

Dr. Puchalski we are hopeful that the closing will be completed today as scheduled. We have had and hope to continue a very good working relationship We are just giving you our concerns over the delays on the last two invoices which can (and has on some accounts) caused burdens on our vendors and subcontractors Our vendors and subcontractors rely on timely payment in order to serve our customers with the best pricing and scheduling that we can offer
I hope that you are pleased with our workmanship, our strive for a quality product, and meeting your occupancy requirements

If for any reason you are not fully satisfied with our efforts please let us know

Thank you,
Charlie Lucas

HYPOTHECATION AGREEMENT

MAY 5, 2010

To *FIRST PALMETTO SAVINGS BANK, F.S.B.*

CAMDEN, S.C

In consideration of your making, renewing or extending a loan or loans to SC ENT LAND HOLDINGS, LLC, hereinafter referred to as "Debtor", for which the following property, including all proceeds, additions, and substitutions, belonging to me has been tendered to you as collateral to wit.

BROKERAGE ACCOUNT # 6917-2646 IN THE AMOUNT OF $300,000

and for the purpose of enabling Debtor to obtain credit therefor I hereby certify and warrant that the said property is completely free of all security interests, except such as may be created hereunder and has been duly assigned, released, transferred and delivered by me to Debtor and by these presents, I do hereby assign, release and transfer unto said Debtor all of my right, title and interest in and to said property, and hereby expressly authorize Debtor to pledge or hypothecate all or any part of said property for the indebtedness aforesaid, and all renewals and extensions thereof, and also for any and all other indebtedness of the Debtor to you, whether alone or with others, direct or indirect, absolute or contingent and howsoever acquired by you, created at any time before receipt by you of written revocation of this authorization, and all renewals and extensions thereof, and I hereby waive notice and statements of all or any such indebtedness or extensions or renewal thereof

If, with respect to any collateral, a stock dividend is declared, or any stock split made, or any right to subscribe is issued, all certificates for shares representing such stock dividend, or stock split, or right to subscribe will be immediately delivered, duly endorsed, to the Bank as additional collateral to this agreement

Furthermore, I request that you give, or continue to give, to Debtor credit in the form of loans, renewals or extensions as aforesaid, and in consideration of all or any such credit so granted by you, I agree that all or any property pledged or hypothecated as aforesaid, shall be subjected in your hands or those of your assigns, or pledgee or pledgees, to all powers and rights which would apply thereto by contract or otherwise if said property in fact so pledged or hypothecated stood in the name of Debtor himself, and not in my name You are expressly authorized to give to the Debtor (who is hereby appointed my agent for any and all such purposes) any required notice with respect to the collateral, or any substitutions or additions thereto, and the same shall be regarded as notice to me, and to accept or act upon any or all instructions of Debtor regarding any disposition of any or all of the collateral, or any substitutions therefore or additions thereto or proceeds thereof, including any surplus upon sale or other disposition of such collateral or any part thereof and including, also, the delivery or payment of the same or any part thereof to Debtor, or upon his order, and you shall have no responsibility for any action taken or omitted at the direction of or on authority from Debtor

This agreement shall be binding on my heirs, executors, administrators and assigns and shall inure to the benefits of your successors and assigns

IN THE PRESENCE OF:

WITNESS

AMY PUCHALSKI

FP-62 (7/05)

Plaintiffs' Ex 0283.114

LIVE ENTRY

DATE: 9-30-11

DEBIT

ACCT NO: [redacted]

DESCRIPTION: SCE&T Land Holding

[redacted]

AMOUNT: 1,723,600.00

FR-153 (5/09)

CREDIT

ACCT NO: [redacted]

DESCRIPTION:

AMOUNT: 1,723,600.00

ENERAL LEDGER CREDIT

ACCOUNT NAME: I/L payments

DESCRIPTION: 75-0868695 SCENT Land Holdings

AMOUNT

DATE: 9 30 11

PREPARED BY: WcH

APPROVED BY:

ACCOUNT NUMBER - FILL IN FROM LEFT: 1113000

AMOUNT: 598804

5926

⑆5500⑈4500⑆

GENERAL LEDGER CREDIT

ACCOUNT NAME: I/L flood fee

DESCRIPTION: 75-0868695 SCENT Land Holdings

AMOUNT

DATE: 9 30 11

PREPARED BY: WcH

APPROVED BY:

ACCOUNT NUMBER - FILL IN FROM LEFT: 4543000

AMOUNT: 1000

5926

⑆5500⑈4500⑆

SAVAGE, ROYALL & SHEHEEN, L.L.P.
REAL ESTATE - ESCROW ACCOUNT

24701

****** REAL ESTATE CLOSING ******

24701

Buyer/Borrower: SCENT Land Holdings, LLC
Seller:
Lender: First Palmetto Savings Bank, FSB
Property: Park Central Site #4 / Columbia
Settlement Date: September 26, 2011
Disbursement Date: September 26, 2011
Closer/Responsible Party: WBC
Check Amount: $ 5,998.04 (022778B.PFD/022778B/4)
Pay To: First Palmetto Savings Bank, FSB
For: Due on #75-086869-5
15 Exchange Dr.

THIS DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

24701

SAVAGE, ROYALL & SHEHEEN, L.L.P.
REAL ESTATE - ESCROW ACCOUNT
P.O. DRAWER 10
CAMDEN, SC 29021

NBSC CAMDEN, SC
67-66502

NUMBER 022778B

Due on#75-086869-5
15 Exchange Dr.

Five Thousand Nine Hundred Ninety Eight and 04/100 Dollars

DATE: September 26, 2011

AMOUNT: $*****5,998.04

PAY TO THE ORDER OF: First Palmetto Savings Bank, FSB

75-0868695

THIS DOCUMENT CONTAINS MICROPRINTING AND VOIDING STRIPE ON BACK

First Palmetto
Savings Bank
since 1904

Summary Statement

Date:	September 26, 2011	
Borrower:	SCENT Land Holdings, LLC	
Renewal of Loan #:	75-086869-5	
Collateral Address:	15 Exchange Drive, Lugoff SC 29078	
Loan Amount:	$	1,723,600.00
Current Principal Balance:	$	1,723,605.69
Accrued Interest:	$	5,982.35
Late Charges:	$	-
Flood Certificate Fee:	$	10.00
FP Commercial Loan Doc Fee	$	-
Total Due From Borrower:	$	5,998.04

SCENT Land Holdings, LLC

X _____ X _____

Robert Puchalski David Macy Vidrine

Please draft the total amount due from First Palmetto Account #: _____

X _____ X _____

Robert Puchalski David Macy Vidrine

Plaintiffs' Ex 0283.117

IL 540 75-086869-5 SCENT LAND HOLD IL PAYOFF INQ DATE 09-23-11 2

INT-RATE	MIP-PMT	MIP-BAL	TRM-ORG-REM	PMT-TOT-REM	PM TY PLN	STOP CODES	BR
5.950	.00	.00	60 43	60 44	1 1 14	00 00 00	069

DEALER OFF	UE C/L	UE A&H	UE P/D	ACC INT	UE DLR	UE FEE
000000 WHL	.00	.00	.00	5,982.35	.00	.00
PER DIEM	.0000	.0000	.0000	284.8737	.0000	.0000
EARN DATE				9-26-11		
				PAYOFF CODE		00

PRINCIPAL BALANCE	1,723,605.69	TOTAL PER DIEM	284.8737
LESS REFUND	.00-	LOAN DATE	5-05-10
PLUS INTEREST DUE	5,982.35	DUE DATE	10-05-11
PLUS L/C AND FEES DUE	.00	MATURITY DATE	5-05-15
TOTAL PAYOFF AMOUNT	1,729,588.04	REGULAR PAY AMT	10,814.41

1,723,600

PAYOFF QUOTE GOOD THRU 09-26-11

SAVE PAYOFF QUOTE? Y/N : Y

TOTALMATIC

COLL1 HWY 601

COLL2 LUGOFF 29078

COMMAND: ACCT: 750868695 PLUS:

Submit Cancel

09-23-2011 17:06:42

FIRST PALMETTO SAVINGS BANK

DRAW REQUEST

MAY 0 4 2011

Date: 5-4-2011

Borrower: SC ENT Landholdings, LLC

Loan #: 75-086869-5

Loan Amount: $1,796,316.00

This Request: $25,606.00

✓ M.D. 5/10/11

Draw #: 7

Method of Request: In person ____ Email __X__ Phone ____ Fax ____

Method of Disbursement: Official Check _X___ Deposit ____ Wire ____

Additional Comments:

Lending Officer: Walter Long

Approving Officer: [signature]

NO signature required for inspection; building is 100% complete and open for business. See attached picture.

Plaintiffs' Ex 0283.119

IL PENDING SET-UP

DEBIT

Vorantoq © 2003 PALMETTO015

NAME SCENT Land Holdings LLC

DATE 5.6.11

LOAN OFFICER Tenyn Cooper

MAY 10 2011

ACCOUNT NUMBER	AMOUNT
1 0 2 5 0 0 0	2 5 6 0 6 0 0

75-086869-5

9084

DEBIT

FIRST PALMETTO SAVINGS BANK, F.S.B.
Camden, South Carolina

05-05-2011

No. 1069510
OFFICIAL CHECK

PAY FIRST PALMETTO SAVINGS BANK, F.S.B. $ 25,606.00

TO THE ORDER OF PYRAMID CONTRACTING

OFFICE COPY
NOT NEGOTIABLE

AUTHORIZED SIGNATURE

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY NO RECEIPT DESIRED

DATE	ACCOUNT NO	DESCRIPTION	NET AMOUNT
5-6-2011	2025 1025	LOAN PROCEEDS TO PYRAMID CONTRACTING RE: SCEET LAND HOLDINGS LLC #75-086869-5 TLC	$25,606.00

Plaintiffs' Ex 0283.121

FIRST PALMETTO SAVINGS BANK

DRAW REQUEST

Date: 5-4-2011

Borrower: SC ENT Landholdings, LLC

Loan #: 75-086869-5

Loan Amount: $1,796,316.00

This Request: $25,606.00

Draw #: 7

Method of Request: In person ____ Email __X__ Phone ____ Fax ____

Method of Disbursement: Official Check _X____ Deposit _____ Wire _____

Additional Comments:

Lending Officer: Walter Long

Approving Officer: _____

Plaintiffs' Ex 0283.122

Pyramid Contracting

APPLICATION AND CERTIFICATE FOR PAYMENT SUMMARY

APPLICATION AND C

Owner: SC ENT
Contractor: Pyramid Contracting

Lender: First Palmetto State Bank
Camden, SC

5/3/2011

Billing- Final

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	1,471,316.00
2. NET CHANGE BY CHANGE ORDERS	
3. CONTRACT SUM TO DATE (line 1+ 2)	1,471,316.00
4. TOTAL COMPLETED & STORED TO DATE (column I on continuation sheet)	1,406,725.60
5. LESS RETAINAGE (column J on continuation sheet)	
6. TOTAL EARNED LESS RETAINAGE (line 4 less line 5)	1,406,725.60
7. LESS PREVIOUS (PAYMENTS) (line 6 from prior application)	1,381,119.60
8. CURRENT PAYMENT DUE	25,606.00
9. BALANCE TO FINISH INCLUDING RETAINAGE (line 3 less line 6)	64,590.40
10. PERCENT COMPLETED % (line 4 divided by line 3)	96%

CHANGE ORDER SUMMARY	(A) Additions	(B) Deductions
Previous Approved Total:	$	$
Changes Approved this Period		
4		
5		
6.		
(= Col. D of Continuation Sheet) Totals		
NET CHANGES (columns a + b)		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. With the exception of the items noted in the change order summary, there have been no other changes in the work or change orders authorized by any party. I understand that the Contractor in billing this project on behalf of the Owner must approve all change orders or changes in scope, regardless of whether such change involves a change in the contract sum.

CONTRACTOR: Pyramid Contracting
By [signature] Date 5-3-11

NOTARY PUBLIC:
State of South Carolina County of Kershaw
Subscribed and sworn to before me this 3rd day of May 2011
Notary Public: Kathryn J Lucas My Commission expires 3-6-18

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By _____ Date _____

OWNER'S ACKNOWLEDGEMENT

To the best of the Owner's knowledge, the information contained herein is accurate and the Owner is satisfied with the progress and quality of the work performed to date.

OWNER:
By _____ Date _____

Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract. THIS APPLICATION IS NON - NEGOTIABLE

Rev 9/15/99

APPLICATION NO
APPLICATION DATE
PERIOD TO
PROJECT NO

TE FOR PAYMENT SUMMARY

APPLICATION AND CERTIFICATE FOR PAYMENT SUMMARY

	CATEGORY DESCRIPTION	CONTRACT SCHEDULED VALUES	TRANSFER A Contract CHANGES	CONTRACT ACTUAL	WORK COMPLETED		RETAINAGE PREVIOUSLY STORED	TOTAL	TOTAL RETAINAGE	TOTAL FINISH	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
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17											
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27											
28											
29											
30											
31											
32											
33											
34											
35											
36											
37											
38											
39											
40											
41											
42											
	Total Project Costs										

Add Total Retainage Previous Applications
Less Total Retainage Current Application
CURRENT PAYMENT DUE

CONDITIONAL LIEN RELEASE UPON PAYMENT

O - *PROGRESS* O - *FINAL*

(Check the appropriate type of payment)

OWNER: (Name & Address)	SC ENT 1165 Hwy. 1 South Lugoff, SC 29078	**PROJECT:** (Name & Address)	SC ENT Lugoff SC
CONTRACTOR: (Name & Address)	Pyramid Contracting 1108 Lykes Lane Irmo, SC 29063	**LENDER:** (Name & Address)	First Palmetto State Bank Camden, SC

Note: Any recipient of this document should verify evidence of payment to the undersigned prior to relying on the same.

Upon receipt of payment by the undersigned in the sum of $ 25,606.00
net of retainage, if applicable, payable to Pyramid Contracting
and when the check has been properly endorsed and has been paid by the financial institution upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond claim or right the undersigned has on the project as noted above to the following extent. This release covers a payment for all labor, material, services or equipment furnished to the above referenced project through _____ Rights based upon work performed or items furnished under a written change order which has been fully executed by Contractor, Owner and Lender prior to the release date are covered by this release unless specifically reserved by the claimant in this release.

By _____ (Signature-Company's Authorized Representative)	Contract Amount.	$ 1,471,316.00
	Total Payment to Date: (Including This Draw)	$ 1,406,725.60
Pyramid Contracting (Company)	Total Retainage to Date (Including This Draw)	
member (Title)	Balance to Finish, Including Retainage:	$ 64,590.40

NOTARY PUBLIC:
State Of South Carolina County Of Lexington

This instrument was ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME on this 3rd day of May (Month), 2011 (Year), by Charles Lucas (Contractor's Name),
the member (Title) of Pyramid Contracting (Company Name)
on behalf of said General Contracting (Type of Business Entity)
Notary Public Kathryn J. Lucas My Commission Expires. 3-6-18

Kathryn J. Lucas

IL PENDING SET-UP

DEBIT

NAME Steve Chmielewski

DATE 10/15/10

OCT 18 2010

LOAN OFFICER Philip Cutler

ACCOUNT NUMBER

AMOUNT

1 0 2 5 0 0 0

1890100

9084

✓ M.D. 10-18-10

Vorsatlog © 2003 PALMETTO015

OCT 18 2010

FIRST PALMETTO SAVINGS BANK, F.S.B.
Camden, South Carolina

10-13-2010

No. 1063420

OFFICIAL CHECK

PAY FIRST PALMETTO SAV. BANK, F.S.B. $18,901.00

TO THE ORDER OF pyramid contracting

PRESIDENT

OFFICE COPY

NOT NEGOTIABLE

AUTHORIZED SIGNATURE

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY NO RECEIPT DESIRED

DATE	ACCOUNT NO	DESCRIPTION	NET AMOUNT
10-13-2010	1025	LOAN PROCEEDS TO PYRAMID CONTRACTING RE: SCENT LAND HOLDINGS #75-086869-5 √M.D. 10-18-10 TLC	$18,901.00

Plaintiffs' Ex 0283.127

South Carolina ENT, Allergy & Sleep Medicine

P.O. Box 520 15 Exchange Dr Lugoff, SC 29078 803-408-3277 Fax 803-408-8299	696 Medical Park Hartsville, SC 29550 843-857-4355 Fax 843-857-0705	114 Gateway Corp Blvd Suite 340 Columbia, SC 29203 803-736-3277 803-865-2301	711 Doctors Dr. Ste. A Cheraw, SC 29520 843-537-4401 Fax 843-537-4421

Facsimile Transmittal Sheet

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY

TO: Walter Young or Terryn Cooper FROM: Kinley Taylor

FAX: 432-0193 FAX: 408-8608

PHONE: PHONE:

DATE: 10/11/10 # OF PAGES (Includes Fax Page)

COMMENTS:

SC ENT

75-0868-5

This communication, including attachments, is for the exclusive use of the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended person is prohibited. If you receive this in error, please contact the sender immediately.

803-408-8608 p.2 PAGE 02/05
Oct 11 10 10:31a SCENT 02/13/2009 07:11 8037E67896

APPLICATION AND CERTIFICATE FOR PAYMENT SUMMARY

Owner: SCENT
Contractor: Pyramid Contracting
Lender: First Palmetto State Bank, Camden, SC
8/31/2010
Billing # 15

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	1,471,316.00
2. NET CHANGE BY CHANGE ORDERS	
3. CONTRACT SUM TO DATE (line 1 + 2)	1,471,316.00
4. TOTAL COMPLETED & STORED TO DATE (column I on continuation sheet)	1,381,119.60
5. LESS RETAINAGE (column J on continuation sheet)	
6. TOTAL EARNED LESS RETAINAGE (line 4 less line 5)	1,381,119.60
7. LESS PREVIOUS (PAYMENTS) (line 6 from prior application)	1,362,218.60
8. CURRENT PAYMENT DUE	18,901.00
9. BALANCE TO FINISH INCLUDING RETAINAGE (line 3 less line 6)	90,196.40
10. PERCENT COMPLETED % (line 4 divided by line 3)	94%

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown in this summary, th... I understand ... change orders ... contract sum ...
CONTRACT ...
By: ...

NOTARY P...
State of ...
Subscribed ...
Notary Pub...

ARCHIT...
In accorda... this applic... information ... with the ...
AMOUNT CERTIFIED ...

This may already be imaged.

...d the data comprising ...chitect's knowledge, ...Work is in accordance ...e AMOUNT CERTIFIED.

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)
ARCHITECT:
By: ... Date: ...

CHANGE ORDER SUMMARY

	(A) Additions	(B) Deductions
Previous Approved Totals	$	$
Changes Approved this Period:		
4.		
5.		
6.		
(= Col D of Continuation Sheet) Totals		
NET CHANGES (column a + b)		

OWNER'S ACKNOWLEDGEMENT: To the best of the Owner's knowledge, the information contained herein is accurate and the Owner is satisfied with the progress and quality of the work performed to date.
OWNER: Mauldin
By: ... Date: 10/8/10

Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract. THIS APPLICATION IS NON-NEGOTIABLE

Rev. 9/15/99

APPLICATION AND CERTIFICATE FOR PAYMENT - Continuation Sheet

APPLICATION NO.
APPLICATION DATE
PERIOD TO:
PROJECT NOS:

Item No.	CATEGORY DESCRIPTION	Contract Contract (Included Values)	Change Transfer & Change Groups	Revised Contract Amount (C+D)	WORK COMPLETED: Previous	This Period	Not Stored Previously Stored (not in F or G)	TOTAL	TOTAL RETAINAGE, If a %	COMPLETED & STORED TO DATE (F+G+H)	TO FINISH (C - I)	% (I/C)
1	Plans, permits, royalties	10,000.00		10,000.00								
2	Insurance	10,000.00		10,000.00								
3	Site office temp electric, toilet	5,192.00		5,192.00								
4	Allowance for testing	3,000.00		3,000.00								
5	Owner contingency allowance	10,000.00		10,000.00								
6	Owner's staff expenses	7,500.00		7,500.00								
7	Site improvements/clearing	175,000.00		175,000.00								
8	Landscaping allowance	20,000.00		20,000.00								
9	Sign allowance	7,000.00		7,000.00								
10	Water and sewer tap fees	10,000.00		10,000.00								
11	Equipment & tool rental	5,000.00		5,000.00								
12	Cleanup, dumpsters	5,000.00		5,000.00								
13	Signage	5,000.00		5,000.00								
14	Pre-construction conference	10,000.00		10,000.00								
15	Soil treatment	500.00		500.00								
16	Earthwork/excavation/trim, misc. Amenities	15,000.00		15,000.00								
17	Erosion control/silt fence	20,000.00		20,000.00								
18	Demo, misc.	21,237.00		21,237.00								
19	Electrical/Lighting	46,157.00		46,157.00								
20	Water/well/pump/irrigation & misc	17,500.00		17,500.00								
21	Fencing/gate per plan/allow	110,000.00		110,000.00								
22	Concrete/flatwork	20,531.00		20,531.00								
23	Roofing	34,000.00		34,000.00								
24	Windows	22,781.00		22,781.00								
25	Drywall	37,000.00		37,000.00								
26	Stone/wood siding	19,000.00		19,000.00								
27	Cleanup/misc.	23,000.00		23,000.00								
28	Cabinetry, misc	103,219.00		103,219.00								
29	Trees, shrubs/sod/misc. grading	7,000.00		7,000.00								
30	Insulation	10,000.00		10,000.00								
31	Painting	10,000.00		10,000.00								
32	Electrical trimming & punching/lights	151,000.00		151,000.00								
33	Plumbing	30,000.00		30,000.00								
34	Heating & Air	100,000.00		100,000.00								
35	Fireplace	40,000.00		40,000.00								
36	Flooring	30,000.00		30,000.00								
37	Fire sprinkler system	34,000.00		34,000.00								
38	Fire alarm/security	6,000.00		6,000.00								
39	T.V. Antenna	5,000.00		5,000.00								
40	Cleanup/allowance	3,000.00		3,000.00								
41	Final cleaning	3,500.00		3,500.00								
42	Fin. overhead & profit	100,000.00		100,000.00								
	Total Project Costs	1,021,317.00		1,021,317.00								

Add Total Retainage Previous Applications (Line J)
Less Total Retainage Current Application (Line I)
CURRENT PAYMENT DUE (Amount from Summary Application and Certificate for Payment Summary)

Pyramid Contracting

CONDITIONAL LIEN RELEASE UPON PAYMENT

O - PROGRESS O - FINAL

(Check the appropriate type of payment)

OWNER: (Name & Address)	SC ENT 1165 Hwy. 1 South Lugoff, SC 29078	PROJECT: (Name & Address)	SC ENT Lugoff SC
CONTRACTOR: (Name & Address)	Pyramid Contracting 1108 Lykes Lane Irmo, SC 29063	LENDER: (Name & Address)	First Palmetto State Bank Camden, SC

Note: Any recipient of this document should verify evidence of payment to the undersigned prior to relying on the same.

Upon receipt of payment by the undersigned in the sum of $ 18,901.00 *net of retainage*, if applicable, payable to Pyramid Contracting and when the check has been properly endorsed and has been paid by the financial institution upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond claim or right the undersigned has on the project as noted above to the following extent. This release covers a payment for all labor, material, services or equipment furnished to the above referenced project through _____. Rights based upon work performed or items furnished under a written change order which has been fully executed by Contractor, Owner and Lender prior to the release date are covered by this release unless specifically reserved by the claimant in this release.

By: _____ (Signature-Company's Authorized Representative)

Pyramid Contracting (Company)

principle (Title)

Contract Amount.	$ 1,471,316.00
Total Payment to Date. (Including This Draw)	$ 1,381,119.60
Total Retainage to Date: (Including This Draw)	
Balance to Finish, Including Retainage:	$ 90,196.40

NOTARY PUBLIC:
State Of South Carolina County Of Richland

This instrument was ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME on this 29th day of September (Month) 2010 (Year), by Charlie Lykes (Contractor's Name), the principle (Title) of Pyramid Contracting (Company Name), on behalf of said General Contractor (Type of Business Entity).

Notary Public: _____ My Commission Expires: 2-15-2018

FIRST PALMETTO SAVINGS BANK, F.S.B.

OCT 13 2010

DRAW REQUEST

To: Gibson Tucker

From: Walter Long

Request Date: 10/12/2010

Borrower: SCENT LAND HOLDINGS, LLC

Loan #: 75-086869-5

Loan Amount: $1,796,316

Draw Request #: 6

Amount Requested: $18,901.00 ✓ M.D. 10-18-10

Supporting Documentation:

Appraiser's Inspection		AIA Inspection	X	Invoices	

Proceeds to be disbursed by:

Official Check	X	Deposit *		Wire	

*** Deposit Proceeds into account #:** _____

Additional Comments: Check to Pyramid Contracting.

Signature of Lending Officer: _____

Signature of Approving Officer: _____

PALMETTO FSB

FIRST PALMETTO SAVINGS BANK

DRAW REQUEST

SEP 08 2010

Date: 9/8/10

Borrower: SCENT Land Holdings, LLC

Project Name: Ly-ff office

Loan #: 75-086869-5

Loan Amount: 1,796,316

This Request: 64,549

V.M.D. 9.10.10

Draw #: 6

Method of Request: In person ___ Email ✓ Phone ___ Fax ___

Method of Disbursement: Official Check ✓ Deposit ___ Wire ___

Additional Comments:

Lending Officer: WAL

Approving Officer: H.M.

IL PENDING SET-UP

DEBIT

NAME $CENT LAND HOLDINGS, LLC

DATE 9.10.10

LOAN OFFICER TERYN COOPER

ACCOUNT NUMBER

SEP 10 2010

AMOUNT

1 0 2 5 0 0 0

✓M.D. 9.10.10

64549 00

9084

75-086867-5

Vorentory © 2003 PALMETTO015

IL PENDING SET-UP

FIRST PALMETTO SAVINGS BANK, F.S.B.
Camden, South Carolina

No. 1063326
OFFICIAL CHECK

SEP 10 2010

PAY FIRST PALMETTO $64,549 and 00 Cts $ 64,549.00

TO THE ORDER OF PYRAMID CONTRACTING

OFFICE COPY
NOT NEGOTIABLE

AUTHORIZED SIGNATURE

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY NO RECEIPT DESIRED

DATE	ACCOUNT NO	DESCRIPTION	NET AMOUNT
9-10-2010	1025	DRAW FROM #75-086869-5 RE: SCENT LANDHOLDINGS LLC ✓M.D. 9.10.10 TLC	$64,549.00

Plaintiffs' Ex 0283.135

Terryn Cooper

Terryn Cooper

From: Gibson Tucker [gtucker@fpsb com]
Sent: Wednesday, September 08, 2010 2 41 PM
To: wlong@fpsb com
Cc: tcooper@fpsb com
Subject: SCENT

Walter,

The draw request for SCENT Land Holdings, LLC in the amount of $64,549 is approved.

Thanks,

Gibson Tucker
Vice President - Mortgage Lending
First Palmetto Savings Bank
803-424-5015 direct
803-572-2481 mobile
803-424-5050 fax

SEP 10 2010

IL PENDING SET-UP

DEBIT

NAME Silt Land Holdings, LLC

DATE 8.10.10

LOAN OFFICER Jenny Cooper

AUG 11 2010

ACCOUNT NUMBER

AMOUNT

1 0 2 5 0 0 0 75-006667-5 117.16.700

9084

✓ M.D. 8.11.10

Vantage Software 2003 © Bottomline

FIRST PALMETTO SAVINGS BANK, F.S.B.
Camden, South Carolina

08-10-2010

No. 1061095

OFFICIAL CHECK

AUG 11 2010

PAY FIRST PALMETTO SAV. BANK, F.S.B. $117,769.00

TO THE ORDER OF PYRAMID CONTRACTING

OFFICE COPY

NOT NEGOTIABLE

AUTHORIZED SIGNATURE

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY NO RECEIPT DESIRED

DATE	ACCOUNT NO	DESCRIPTION	NET AMOUNT
8-10-2010	1025	LOAN PROCEEDS TO PYRAMID CONTRACTING DRAW FROM #75-086869-5 RE: SCENT LAND HOLDINGS VM.D 8.11.10 TLC	$117,769.00

Plaintiffs' Ex 0283.138

FIRST PALMETTO SAVINGS BANK, F.S.B.

AUG 10 2010

DRAW REQUEST

To: Gibson Tucker

From: Walter Long

Request Date: 8/3/2010

Borrower: SCENT LAND HOLDINGS, LLC

Loan #: 75-086869-5

Loan Amount: $1,796,316

Draw Request #: 5

Amount Requested: $117,769.00 ✓ M.D. 8.11.10

Supporting Documentation:

Appraiser's inspection		AIA Inspection	X	Invoices	

Proceeds to be disbursed by:

Official Check	X	Deposit *		Wire	

*** Deposit Proceeds into account #:**

Additional Comments: Check to Pyramid Contracting.

Signature of Lending Officer: WML

Signature of Approving Officer:

IL PENDING SET-UP

DEBIT

Version © 2000 PALMETTO015

NAME [illegible]

JUL 12 2010

DATE [illegible]

LOAN OFFICER [illegible]

ACCOUNT NUMBER

AMOUNT

I 0 2 5 0 0 0

[illegible]

9084

✓M.D. 7.12.10

DEBIT

JUL 12 2010

No. 1061009

FIRST PALMETTO SAVINGS BANK, F.S.B. 07-09-2010
Camden, South Carolina

OFFICIAL CHECK

PAY FIRST PALMETTO SAVINGS BANK, F.S.B. $ 110,891.00

TO THE ORDER OF PYRAMID CONTRACTING

OFFICE COPY

NOT NEGOTIABLE

AUTHORIZED SIGNATURE

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY NO RECEIPT DESIRED

DATE	ACCOUNT NO	DESCRIPTION	NET AMOUNT
7-9-2010	1025	CONSTRUCTION DRAW RE: SCENT LAND HOLDINGS,LLC LOAN# 75-086869-5 VM.D. 7.12.10 TLC	$110,891.00

Plaintiffs' Ex 0283.141

FIRST PALMETTO SAVINGS BANK, F.S.B.
DRAW REQUEST

To:	Gibson Tucker
From:	Walter Long
Request Date:	07/06/2010
Borrower:	SCENT LAND HOLDINGS, LLC
Loan #:	75-086869-5
Loan Amount:	$1,796,316
Draw Request #:	4
Amount Requested:	$110,891.00

Supporting Documentation:

Appraiser's inspection		AIA Inspection	X	Invoices	

Proceeds to be disbursed by:

Official Check	X	Deposit *		Wire	

*** Deposit Proceeds into account #:** _____

Additional Comments: Check to Pyramid Contracting.

Signature of Lending Officer: _____

Signature of Approving Officer: _____

Plaintiffs' Ex 0283.142

Pyramid Contracting

APPLICATION AND CERTIFICATE FOR PAYMENT SUMMARY

Owner:	SCE&G	Lender:	First Palmetto State Bank 7/22/2010
Contractor:	Pyramid Contracting		Cahoon, SC Billings 12

CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM	1,471,316.00
2. NET CHANGE BY CHANGE ORDERS	
3. CONTRACT SUM TO DATE (line 1 ± 2)	1,471,316.00
4. TOTAL COMPLETED & STORED TO DATE (Column I on Continuation Sheet)	1,179,900.60
5. LESS RETAINAGE (Column J on Continuation Sheet)	
6. TOTAL EARNED LESS RETAINAGE (line 4 less line 5)	1,179,900.60
LESS PREVIOUS PAYMENTS (line 6 from prior application)	1,069,009.60
8. CURRENT PAYMENT DUE	110,891.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (line 3 less line 6)	291,415.40
10. PERCENT COMPLETED % (line 4 divided by line 3)	80%

CHANGE ORDER SUMMARY	(A) Additions	(B) Deductions
Previous Approved Total	$	$
Changes Approved this Period		
Col. D of Continuation Sheet(s) Totals		
NET CHANGES (Columns A-B)		

Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract. THIS APPLICATION IS NOT VALID UNLESS

CONTRACTOR'S CERTIFICATE

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Pyramid Contracting

By: Date:

NOTARY PUBLIC

State of: County of:

Subscribed and sworn to before me this day of

Notary Public: My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Date: 7/7/10

OWNER'S ACKNOWLEDGEMENT

To the best of the Owner's knowledge, the information contained herein is accurate and the Owner is satisfied with the progress and quality of the work performed to date.

OWNER:

By: Date:

SOUTH CAROLINA ENT
PAGE 02/04
07/08/2010 10:34 18634883299
11/15/2006 00:46 8037957096

Pyramid Contracting

APPLICATION AND CERTIFICATE FOR PAYMENT SUMMARY

Owner:	SC ENT	Lender: First Palmetto State Bank	7/2/2010
Contractor:	Pyramid Contracting	Camden, SC	Billing# 12

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	1,471,316.00
2. NET CHANGE BY CHANGE ORDERS	
3. CONTRACT SUM TO DATE (line 1+ 2)	1,471,316.00
4. TOTAL COMPLETED & STORED TO DATE (column I on continuation sheet)	1,179,900.60
5. LESS RETAINAGE (column J on continuation sheet)	
6. TOTAL EARNED LESS RETAINAGE (line 4 less line 5)	1,179,900.60
7. LESS PREVIOUS (PAYMENTS) (line 6 from prior application)	1,068,009.60
8. CURRENT PAYMENT DUE	110,891.00
9. BALANCE TO FINISH INCLUDING RETAINAGE (line 3 less line 6)	291,416.40
10. PERCENT COMPLETED % (line 4 divided by line 3)	80%

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. With the exception of the items noted in the change order summary, there have been no other changes in the work or change orders agreed by any party. I understand that the Lender, in financing this project on behalf of the Owner, must approve all change orders or changes in scope, regardless of whether such change involves a change in the contract sum.

CONTRACTOR: Pyramid Contracting
By: [signature] Date: 7.2.10

NOTARY PUBLIC:
State of: South Carolina County of: Lexington
Subscribed and sworn to before me this 2 day of July 2010
Notary Public: [signature] SC Notary Public
My Commission expires: 3-6-18

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: Date:

CHANGE ORDER SUMMARY

	(A) Additions $	(B) Deductions $
Previous Approved Total:		
Changes Approved this Period:		
4		
5		
6		
(= Col. D of Continuation Sheet) Totals		
NET CHANGES (columns a + b)		

OWNER'S ACKNOWLEDGEMENT: To the best of the Owner's knowledge, the information contained herein is accurate and the Owner is satisfied with the progress and quality of the work performed to this.

OWNER:
By: [signature] Date: 7/7/10

Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract. THIS APPLICATION IS NON- NEGOTIABLE.

Rev. 9/15/99

Plaintiffs' Ex 0283.144

Pyramid Contracting

CONDITIONAL LIEN RELEASE UPON PAYMENT

O PROGRESS O FINAL

(Check the appropriate type of payment)

OWNER	SC ENT [redacted] Lugoff, SC 29078	PROJECT	SC ENT Lugoff SC
CONTRACTOR	Pyramid Contracting [redacted] [redacted] 29063	LENDER	First Palmetto State Bank Camden SC

Note: Any recipient of this document should verify evidence of payment to the undersigned prior to relying on the same.

Upon receipt of payment by the undersigned in the sum of $ 110,891.00 *net of retainage*, if applicable, payable to Pyramid Contracting and when the check has been properly endorsed and has been paid by the financial institution upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond claim or right the undersigned has on the project as noted above, to the following extent. This release covers a payment for all labor, material, services or equipment furnished to the above referenced project through [illegible] Rights based upon work performed or items furnished under a written change order which has been fully executed by Contractor, Owner and Lender prior to the release date are covered by this release unless specifically reserved by the claimant in this release.

By [signature] Contract Amount: $ 1,471,315.00

Pyramid Contracting Total Payment to Date: $ 1,179,900.60

Total Retainage to Date:

Balance to Finish, Including Retainage: $ 291,415.40

NOTARY PUBLIC

State Of [illegible] County Of [illegible]

This instrument was ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME on this [illegible] day of [illegible] by [illegible]

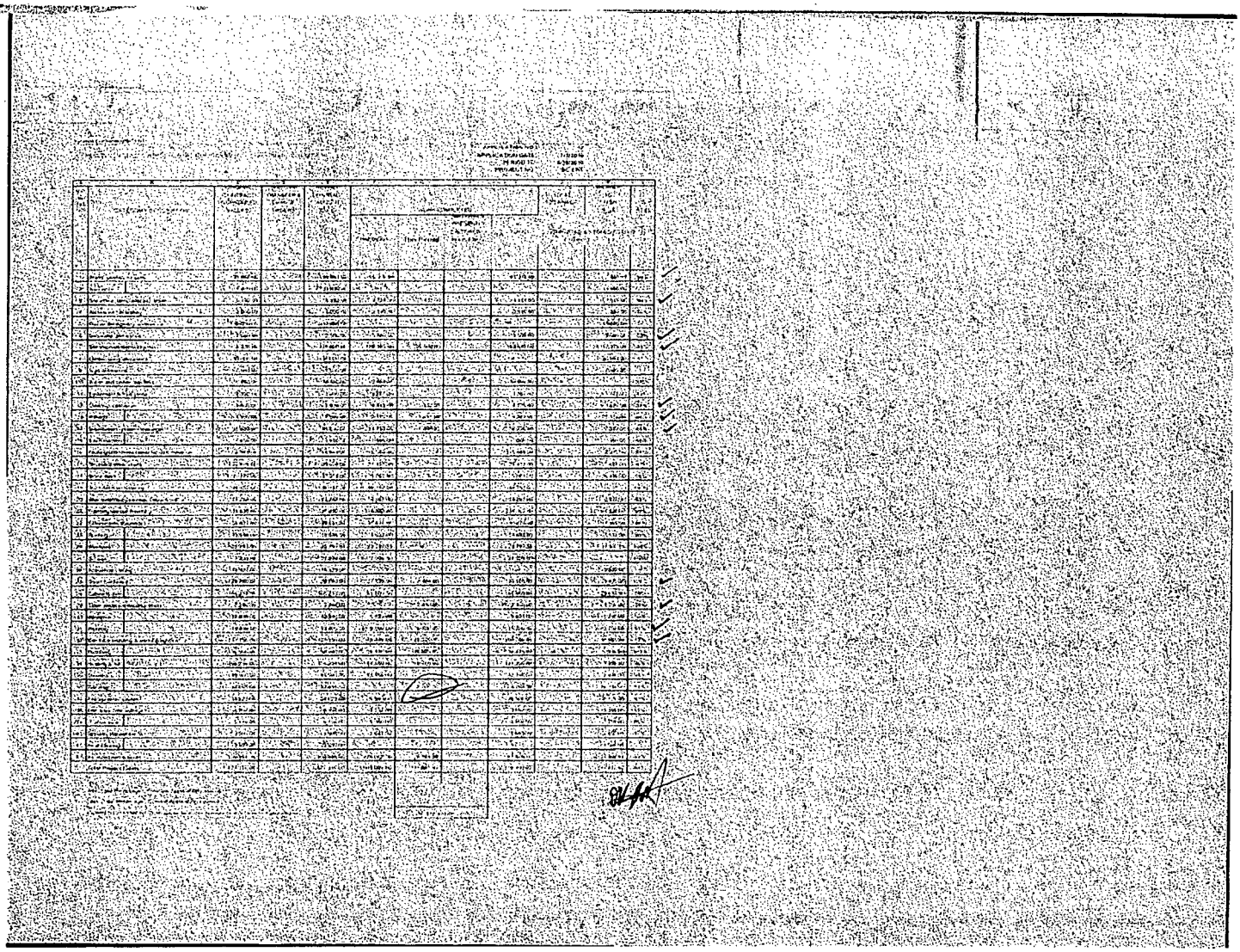
the [illegible] of [illegible]

on behalf of said [illegible]

Notary Public [signature] My Commission Expires: [illegible]

SC Notary Public

Plaintiffs' Ex 0283.145



Permit Genius, LLC ENT

APPLICATION AND CERTIFICATE FOR PAYMENT - Continuation Sheet

APPLICATION NO: 11
APPLICATION DATE: 7/8/2010
PERIOD TO: 6/30/2010
PROJECT NO.: SC ENT

A	B	C	D	E	F	G	H	I	J	K	L
LINE ITEM NO.	CATEGORY DESCRIPTION	ORIGINAL CONTRACT (SCHEDULED VALUES)	CHANGE ORDERS TRANSFERS & CHANGE ORDERS	REVISED CONTRACT AMOUNT (C + D)	WORK COMPLETED PREVIOUS	WORK COMPLETED This Period	MATERIALS PRESENTLY STORED (not in F or G)	WORK COMPLETED TOTAL	TOTAL RETAINAGE (1% %)	BALANCE TO FINISH (C - H)	% (H / C)
								COMPLETED & STORED TO DATE (F+G+I)			
1	Plans, permits, copies	05,857.00		05,857.00	05,310.89			05,310.89		546.11	99%
2	Insurance	14,000.00		14,000.00						14,000.00	
3	Sanitation, temporary toilet	5,182.00		5,182.00	3,710.00	401.00		4,181.00		1,001.00	80%
4	Allowance for testing	9,000.00		9,001.00	5,110.00			5,110.00		890.00	70%
5	Dumpster/debris allowance	10,000.00		10,000.00						10,000.00	
6	Demolition/clean up	7,500.00		7,500.00	6,500.00			6,500.00		1,000.00	73%
7	Site improvements/fencing	19,000.00		19,000.00	120,101.00	05,000.00		180,101.00		10,899.00	09%
8	Landscaping allowance	30,000.00		30,000.00						30,000.00	
9	Sign allowance	7,500.00		7,500.00						7,500.00	
10	Water and sewer tap fees	10,000.00		10,000.00	10,000.00			10,000.00			100%
11	Equipment & tool rental	2,000.00		2,000.00	1,377.00			1,377.00		711.00	69%
12	Clean up, dumpsters	5,000.00		5,000.00	4,488.00	289.00		4,777.00		223.00	97%
13	Water	5,000.00		5,000.00	3,888.00	1,377.00		5,377.00		1,113.00	80%
14	Supervision, project manager	45,000.00		45,000.00	33,190.00	5,000.00		38,190.00		7,370.00	84%
15	Soil testing	650.00		650.00	500.00			500.00		150.00	80%
16	Footings/piers/pilasters labor & material	17,041.00		17,041.00	13,168.00			13,168.00		3,873.00	80%
17	Structural steel labor	22,000.00		22,000.00	21,527.00			21,527.00		001.00	97%
18	Brick work	31,277.00		31,277.00	5,981.00			5,981.00		25,296.00	19%
19	Stucco/EIFS labor/lathing	55,737.00		55,737.00	49,137.00			49,137.00		6,600.00	100%
20	Misc metals/railings labor & mat	17,744.00		17,744.00	13,567.00			13,567.00		3,177.00	83%
21	Framing/carpentry labor	181,630.00		181,630.00	181,000.00			181,000.00		1,630.00	99%
22	Rough carpentry materials	35,951.00		35,951.00	30,271.00			30,271.00		4,681.00	88%
23	Roofing	19,818.00		19,818.00	14,027.00			14,027.00		5,791.00	70%
24	Windows	39,291.00		39,291.00	23,797.15			23,797.15		15,493.85	60%
25	Drywall	87,205.00		87,205.00	87,205.00			87,205.00			100%
26	Insulation labor	19,023.00		19,023.00						19,023.00	
27	Doors/hardware	35,860.00		35,860.00	30,000.00	5,000.00		35,000.00		860.00	98%
28	Cabinets, tops	101,810.00		101,810.00	91,000.00			91,000.00		10,810.00	89%
29	Trim labor permits/plumbing/elec	7,240.00		7,240.00		2,450.00		2,450.00		4,790.00	34%
30	Painting	19,697.00		19,697.00	5,000.00			5,000.00		14,697.00	25%
31	Flooring	21,400.00		21,400.00	8,100.00	6,100.00		14,200.00		7,200.00	66%
32	Plumbing & painting fixtures	101,150.00		101,150.00	75,440.00	20,350.00		100,790.00		360.00	99%
33	Plumbing	20,000.00		20,000.00	10,921.00	05,000.00		02,921.00		(11,021.00)	104%
34	Heating & AC	101,000.00		101,000.00	91,000.00	8,710.00		101,000.00		0,000.00	91%
35	Electric	65,000.00		65,000.00	42,134.00			42,134.00		22,866.00	65%
36	Roofing	32,451.00		32,451.00		3,700.00		3,700.00		28,751.00	11%
37	Fire sprinkler system	34,600.00		34,600.00	28,471.00			28,400.00		6,129.00	82%
38	Fire alarm/door access	5,302.00		5,302.00	3,102.00			3,102.00		1,200.00	61%
39	Elevators	5,114.00		5,114.00	4,388.00			4,264.00		750.00	81%
40	Security alarm/cctv	3,000.00		3,000.00	1,543.00			1,543.00		1,457.00	47%
41	Final cleaning	5,000.00		5,000.00						5,000.00	
42	Punchlist items/misc	100,000.00		100,000.00	70,000.00	8,410.00		97,474.84		01,453.84	90%
	Total Project Costs	1,471,210.00		1,471,210.00	1,000,000.00	110,001.00		1,170,000.00		0014.00	90%

Add: Total Retainage - Previous Application (Line 5 above)	+		
Less: Total Retainage - Current Application (Line 5 above)	(-)		
CURRENT PAYMENT DUE (Subtract Line 6 from Application and Certificate for Payment Subtotal)	=	110,001.00	

Pyramid Contracting

CONDITIONAL LIEN RELEASE UPON PAYMENT

O - PROGRESS O - FINAL

(Check the appropriate type of payment)

OWNER: (Name & Address)	SC ENT 1165 Hwy. 1 South Lugoff, SC 29078	PROJECT: (Name & Address)	SC ENT Lugoff SC
CONTRACTOR: (Name & Address)	Pyramid Contracting 1108 Lykes Lane Irmo, SC 29063	LENDER: (Name & Address)	First Palmetto State Bank Camden, SC

Note: Any recipient of this document should verify evidence of payment to the undersigned prior to relying on the same.

Upon receipt of payment by the undersigned in the sum of $ 110,891.00
net of retainage, if applicable, payable to Pyramid Contracting
and when the check has been properly endorsed and has been paid by the financial institution upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond claim or right the undersigned has on the project as noted above to the following extent. This release covers a payment for all labor, material, services or equipment furnished to the above referenced project through 6.30.2010 Rights based upon work performed or items furnished under a written change order which has been fully executed by Contractor, Owner and Lender prior to the release date are covered by this release unless specifically reserved by the claimant in this release.

By: Charlie Lee (Signature-Company's Authorized Representative)

Pyramid Contracting (Company)

(Title)

Contract Amount:	$ 1,471,316.00
Total Payment to Date: (Including This Draw)	$ 1,179,900.60
Total Retainage to Date: (Including This Draw)	
Balance to Finish, Including Retainage:	$ 291,415.40

NOTARY PUBLIC:
State Of South Carolina County Of Lexington

This Instrument was ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME on this 2 day of July (Month) 2010 (Year), by Charlie Lee (Contractor's Name),
the owner (Title) of Pyramid Contracting (Company Name)
on behalf of said General Contracting (Type of Business Entity)

Notary Public: Kathryn Green My Commission Expires: 3-6-18
SC Notary Public

FIRST PALMETTO SAVINGS BANK, F.S.B.
DRAW REQUEST

JUN 0 4 2010

To: Gibson Tucker

From: Walter Long

Request Date: 5/21/2010

Borrower: SCENT LAND HOLDINGS, LLC

Loan #: 75-086869-5

Loan Amount: $1,796,316 ✓ M.D. 6.10.10

Draw Request #: 3

Amount Requested: $125,134.00

Supporting Documentation:

Appraiser's inspection		AIA Inspection	X	Invoices	

Proceeds to be disbursed by:

Official Check	X	Deposit *		Wire	

*** Deposit Proceeds into account #:** _____

Additional Comments: Check to Pyramid Contracting.

Signature of Lending Officer: _____

Signature of Approving Officer: _____

IL PENDING SET-UP

DEBIT

NAME Sec'rt. Land Holdings, LLC

JUN 10 2010

DATE 6-7-10

LOAN OFFICER Teresa Cooper

ACCOUNT NUMBER

AMOUNT

1 0 2 5 0 0 0

1251.400

9084

√ M.D.
6.10.10

Vonessen © 2005 PALMER FORMS

DEBIT

JUN 10 2010

No. 1060942

FIRST PALMETTO SAVINGS BANK, F.S.B.
Camden, South Carolina

OFFICIAL CHECK

PAY [illegible] $ 125,134.00

TO THE ORDER OF PYRAMID CONTRACTING

OFFICE COPY
NOT NEGOTIABLE

AUTHORIZED SIGNATURE

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY NO RECEIPT DESIRED

DATE	ACCOUNT NO	DESCRIPTION	NET AMOUNT
6-9-2010	1025	CONSTRUCTION DRAW FOR SCOTLANDHOLDINGS,LLC RE: 75-086869-5 ✓ M.D. 6.10.10 TLC	$125,134.00

Plaintiffs' Ex 0283.151

Pyramid Contracting

APPLICATION AND CERTIFICATE FOR PAYMENT SUMMARY

Owner: SC ENT
Contractor: Pyramid Contracting

Lender: First Palmetto State Bank
Camden, SC

Billing #11

5/28/2010

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below in connection with the Contract. Continuation Sheet is attached

1. ORIGINAL CONTRACT SUM	1,471,316.00
2. NET CHANGE BY CHANGE ORDERS	
3. CONTRACT SUM TO DATE (line 1+ 2)	1,471,316.00
4 TOTAL COMPLETED & STORED TO DATE (column I on continuation sheet)	1,069,009.60
5. LESS RETAINAGE (column J on continuation sheet)	
6. TOTAL EARNED LESS RETAINAGE (line 4 less line 5)	1,069,009.60
7. LESS PREVIOUS (PAYMENTS) (line 6 from prior application)	943,875.60
8. CURRENT PAYMENT DUE	125,134.00
9. BALANCE TO FINISH INCLUDING RETAINAGE (line 3 less line 6)	402,306.40
10. PERCENT COMPLETED % (line 4 divided by line 3)	73%

CHANGE ORDER SUMMARY	(A) Additions	(B) Deductions
Previous Approved Total	$	$
Changes Approved this Period		
4		
5		
6		
(= Col D of Continuation Sheet) Totals		
NET CHANGES (columns a + b)		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. With the exception of the items noted in the change order summary, there have been no other changes in the work or change orders agreed by any party. I understand that the Lender, in financing this project on behalf of the Owner, must approve all change orders or changes in scope, regardless of whether such change involves a change in the contract sum.

CONTRACTOR: Pyramid Contracting
By: [signature] Date: 5.28.10

NOTARY PUBLIC:
State of: South Carolina County of: Lexington
Subscribed and sworn to before me this 28th day of May 2010
Notary Public: [signature] My Commission expires: 2/15/2018

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: Date:

OWNER'S ACKNOWLEDGEMENT. To the best of the Owner's knowledge, the information contained herein is accurate and the Owner is satisfied with the progress and quality of the work performed to date.

OWNER:
By: Date:

Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract. THIS APPLICATION IS NON - NEGOTIABLE

Rev 9/15/09

10/11/2008 05:44 8037967096 PAGE 02/04

Plaintiffs' Ex 0283.152

Payment Form Including AIA G702

APPLICATION AND CERTIFICATE FOR PAYMENT - Continuation Sheet

APPLICATION NO: 11
APPLICATION DATE: 8/20/2010
PERIOD TO: 8/31/2010
PROJECT NO: 2 LSC ENT

A	B	C	D	E	F	G	H	I	J
ITEM NO	CATEGORY DESCRIPTION	SCHEDULED CONTRACT VALUES	NET CHANGE BY CHANGE ORDERS	CONTRACT AMOUNT (C + D)	WORK COMPLETED PREVIOUS	WORK COMPLETED This Period	MATERIALS PRESENTLY STORED (not in F or G)	TOTAL COMPLETED & STORED TO DATE (F+G+H)	TOTAL RETAINAGE (5% of E)	AMOUNT DUE (I - J)	% (I / C)
1	Plans, permits, Legal	65,897.28		65,897.28	65,318.89			65,318.89		578.39	99%
2	Insurance	14,900.00		14,900.00						14,900.00	
3	Site clean, temp electric, toilet	5,182.00		5,182.00	3,307.00	397.00		3,704.00		1,478.00	72%
4	Allowance for testing	3,000.00		3,000.00	2,109.00			2,109.00		890.00	70%
5	Owner contingency allowance	10,000.00		10,000.00						10,000.00	
6	Decorator allowance	7,500.00		7,500.00	2,000.00	3,000.00		5,000.00		2,500.00	75%
7	Site improvement allowance	176,091.00		176,070.00	119,216.60	8,598.00		128,184.60		47,885.40	73%
8	Landscaping Allowance	36,000.00		36,000.00						36,000.00	
9	Sign allowance	7,500.00		7,500.00						7,500.00	
10	Water and sewer tap fees	10,460.00		10,460.00	10,460.00			10,460.00			100%
11	Equipment & tool rental	3,080.00		3,080.00	1,287.00			1,287.00		1,793.00	42%
12	Cleanup, dumpster	9,460.00		9,460.00	3,017.00	461.00		6,443.00		3,017.00	32%
13	Hoists	9,290.00		9,290.00	6,153.00	1,026.00		7,179.00		2,230.00	77%
14	Supervision, project manager	45,840.00		45,840.00	38,270.00	4,480.00		83,750.00		11,950.00	74%
15	Soil treatment	500.00		500.00	500.00			500.00		250.00	50%
16	Footing ties accessories labor & material	18,041.20		18,041.20	15,068.00			15,068.00		2,972.00	84%
17	Structural steel/iron	22,929.00		22,929.00	21,427.50			21,427.00		481.50	97%
18	Slabs walls	31,977.00		31,977.00	5,091.00			5,091.00		26,316.00	16%
19	Concrete on casing	48,457.00		48,457.00	48,457.00			48,457.00			100%
20	Wire mesh/pull boxes/labor & mat	17,944.00		17,944.00	14,267.00			14,267.00		2,677.00	85%
21	Plant/grade/pads/curbing	135,930.00		135,930.00	134,002.00			134,002.00		1,928.00	98%
22	Exterior insulation	35,351.00		35031.80	30,671.80			30,671.00		4,860.80	88%
23	Roofing	15,340.00		15,340.00	14,031.00			14,031.00		1,310.00	92%
24	Windows	28,781.00		28,781.00	23,797.55			23,797.55		5,008.01	104%
25	Drywall	27,229.00		27,229.00	27,229.00			27,229.00			100%
26	Acoustical ceiling	18,823.00		18823.00						18,823.00	
27	Doors/hardware	28,280.00		28280.00	14,758.00	12,680.00		27,838.00		641.98	98%
28	Cabinets trim	105,710.00		105,210.00	60,000.00	21,600.00		81,600.00		23,610.00	78%
29	Toilet accessories/ship stairs	7,240.00		7240.00						7,240.01	
30	Insulation	10,860.00		10,860.00	5,703.00			5,703.00		5,157.00	53%
31	Painting	19,400.00		19,400.00		9,009.00		9,009.00		10,491.00	46%
32	Electrical building & parking lights	131,159.00		131,159.00	42,172.00	36,277.00		78,449.00		52,701.00	60%
33	Plumbing	32,000.00		32,000.00	14,490.00			14,490.00		13,510.00	30%
34	Heating & Air	105,229.00		105,229.00	82,169.00	11,769.00		94,169.00		10,828.00	90%
35	Elevator	45,890.00		45,890.00	39,006.00	6,150.00		45,156.00		2,844.00	84%
36	Flooring	32,835.00		32,845.00						32,835.00	
37	Fire sprinkler system	34,823.00		34,823.00	28,700.00			28,700.00		6,123.00	82%
38	Fire alarm/low voltage	9,500.00		9,500.00	9,362.00			9,362.00		9,234.01	51%
39	Allowance	5,116.01		5,116.01	4,356.00			4,356.00		760.00	85%
40	Security allowance	2,300.00		2,300.00	1,843.00			1,843.00		1,457.00	47%
41	Final cleaning	3,500.00		3,500.00						3,500.00	
42	5% overhead & profit	108,948.00		108,948.00	72,597.15	6,236.00		79,857.15		29,090.84	73%
	Total Project Costs	1,471,316.01		1,471,316.01	943,875.00	125,174.00		1069,309.00		402,316.40	73%

Add Total Retainage Per Previous Application (+): +

Less Total Retainage Carried / Released (-): (-)

CURRENT PAYMENT DUE: 125,174.00

Pyramid Contracting

CONDITIONAL LIEN RELEASE UPON PAYMENT

O - PROGRESS O - FINAL

(Check the appropriate type of payment)

OWNER: (Name & Address)	SC ENT 1165 Hwy 1 South Lugoff, SC 29078	PROJECT: (Name & Address)	SC ENT Lugoff SC
CONTRACTOR: (Name & Address)	Pyramid Contracting 1108 Lykes Lane Irmo, SC 29063	LENDER: (Name & Address)	First Palmetto State Bank Camden, SC

Note: Any recipient of this document should verify evidence of payment to the undersigned prior to relying on the same.

Upon receipt of payment by the undersigned in the sum of $ 125,134 00 *net of retainage*, if applicable, payable to Pyramid Contracting and when the check has been properly endorsed and has been paid by the financial institution upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond claim or right the undersigned has on the project as noted above to the following extent This release covers a payment for all labor, material, services or equipment furnished to the above referenced project through _____ Rights based upon work performed or items furnished under a written change order which has been fully executed by Contractor, Owner and Lender prior to the release date are covered by this release unless specifically reserved by the claimant in this release.

By. _____ (Signature-Company's Authorized Representative)

Pyramid Contracting (Company)

member (Title)

Contract Amount:	$ 1,471,316 00
Total Payment to Date: (Including This Draw)	$ 1,069,009.60
Total Retainage to Date: (Including This Draw)	
Balance to Finish, Including Retainage:	$ 402,306.40

NOTARY PUBLIC:
State Of South Carolina County Of Lexington

This instrument was ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME on this 28th day of May (Month) 2010 (Year), by Charlie Lucas (Contractor's Name),

the member (Title) of Pyramid Contracting (Company Name)

on behalf of said General Contracting (Type of Business Entity)

Notary Public: _____ My Commission Expires: 2/15/2018

MAY 21 2010

FIRST PALMETTO SAVINGS BANK, F.S.B.
DRAW REQUEST

To:	Gibson Tucker
From:	Walter Long
Request Date:	5/21/2010
Borrower:	SCENT LAND HOLDINGS, LLC
Loan #:	75-086869-5
Loan Amount:	$1,796,316
Draw Request #:	2
Amount Requested:	$202,693.05

✓ M.O. 5.21.10

Supporting Documentation:	Appraiser's inspection		AIA Inspection	X	Invoices	
Proceeds to be disbursed by:	Official Check	X	Deposit *	X	Wire	

*** Deposit Proceeds into account #:** Apply proceeds to LOC # 80-084570-1

Additional Comments: This advance will be applied to the borrowers operating line of credit that was used to fund a portion of the construction prior to the construction loan being closed.

Signature of Lending Officer:

Signature of Approving Officer:

Plaintiffs' Ex 0283.155

FIRST PALMETTO SAVINGS BANK, F.S.B.
DRAW REQUEST

MAY 13 2010

To: Gibson Tucker

From: Walter Long

Request Date: 5/12/2010

Borrower: SCENT LAND HOLDINGS, LLC

Loan #: 75-086869-5

Loan Amount: $1,796,316

Draw Request #: 1

Amount Requested: $741,182.55

Supporting Documentation:

Appraiser's inspection		AIA Inspection	X	Invoices	

Proceeds to be disbursed by:

Official Check	X	Deposit *	X	Wire	

*** Deposit Proceeds into account #:** $66,426.55 to Pyramid Contracting : $504,756.00 deposited to Account # 565652326 : $170,000 deposited to 56-566926-2 ✓MD 5.13.10

waiting on official check

Additional Comments: The borrower has funded the construction to date from his own cash flow. The majority of this advance will re-imburse the proceeds that he has funded from cash flow.

Signature of Lending Officer:

Signature of Approving Officer:

IL PENDING SET-UP

DEBIT

NAME CLNT

DATE 5.17.10

LOAN OFFICER Tiffany Cooper

MAY 18 2010

ACCOUNT NUMBER

75-026267-5

AMOUNT

1 0 2 5 0 0 0

4 4 3 6 5 5

9084

✓ M.D.
5.18.10

Vorsplog © 2003 PALMETTO 016

DEBIT

DEBIT

FIRST PALMETTO SAVINGS BANK, F.S.B.
Camden, South Carolina

05-17-2010

No. 1058650

OFFICIAL CHECK

MAY 18 2010

PAY FIRST PALMETTO Sixty Six Thousand Four Hundred Twenty Six Dollars 55 Cents $ 66,426.55

TO THE ORDER OF
pyramid
PYRAMID CONTRACTING

OFFICE COPY

NOT NEGOTIABLE

AUTHORIZED SIGNATURE

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY NO RECEIPT DESIRED

DATE	ACCOUNT NO	DESCRIPTION	NET AMOUNT
5-17-2010	1025	CONSTRUCTION DRAW RE: SCEET LOAN # 75-086869-5 VM.D. 5.18.10 TLC	$66,426.55

Plaintiffs' Ex 0283.158

SAVAGE, ROYALL & SHEHEEN, L.L.P.
REAL ESTATE - ESCROW ACCOUNT

22806

**** REAL ESTATE CLOSING ****

22806

Buyer/Borrower: SCENT Land Holdings, LLC
Seller:
Lender: First Palmetto Savings Bank, FSB
Property: 2 acres off US Hwy 601/Lugoff SC 29078 /
Settlement Date: May 5, 2010
Disbursement Date: May 7, 2010
Check Amount: $ 1,500.00
Pay To: First Palmetto Savings Bank, FSB
For:
Loan Closing
Loan Origination Fee $1,500.00

Closer/Responsible Party: 3401

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

22806

SAVAGE, ROYALL & SHEHEEN, L.L.P.
REAL ESTATE - ESCROW ACCOUNT
P.O. DRAWER 10
CAMDEN, SC 29021

NBSC CAMDEN, SC

67-65/532

NUMBER 022840B

Loan Closing

One Thousand Five Hundred and 00/100 ---------- Dollars

DATE: May 7, 2010

AMOUNT: $ *****1,500.00

Void after 6 months

Discounts and rebates not included

PAY
TO THE ORDER OF
First Palmetto Savings Bank, FSB
P O Box 861
Camden, SC 29021

SAFEGUARD SECURITY

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈022806⑈ ⑆311706969⑆ 5926 ⑈1500⑈4500⑈

GENERAL LEDGER CREDIT

doc fee
ACCOUNT NAME

DESCRIPTION: Scent Land Holdings LLC

AMOUNT

DATE 5 10 10

PREPARED BY: M.D.

APPROVED BY

75.0868695
ACCOUNT NUMBER - FILL IN FROM LEFT

AMOUNT

$1,500.00

3117069

5926

IL PENDING SET-UP

DEBIT

NAME SCENT Land Holdings, LLC

DATE 5 5 10

LOAN OFFICER Tellijn Cooper

ACCOUNT NUMBER	AMOUNT
1 0 2 5 0 0 0	325000.00

9084

Versatax © 2003 PAI METTO016

T-UF

PENDING SET-UP

FIRST PALMETTO SAVINGS BANK, F.S.B.
Camden, South Carolina

No. 1058637

OFFICIAL CHECK

PAY [illegible] $ 325,000.00

TO THE ORDER OF SAVAGE, ROYALL, & SHERIAN

OFFICE COPY

AUTHORIZED SIGNATURE

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY AND RETURN CHECK.

DATE	ACCOUNT NO	DESCRIPTION	NET AMOUNT
5-5-2010	1025	LOAN PROCEEDS RE: SCEFT LAND HOLDINGS, LLC - CONSTRUCTION DRAW TLC	$325,000/00

Plaintiffs' Ex 0283.161

First Palmetto Savings Bank, F.S.B.

Construction Advance Schedule

To be used with Commercial Development Loans

Borrower Name:	SCENT, LLC	**Date of Request:**	
Project Name:	Lugoff Medical Complex	**Draw #:**	
Original Loan Date:		**Inspection Date:**	
Maturity Date:		**Signed by Authorized Agent ?: (Y or N)**	
Account #:		**Date Last Inspected by authorized**	
Loan Officer:	Walter Long	**First Palmetto Officer:**	
		Name of Inpsecting Officer:	

DRAW SUMMARY

Loan Amount:	$	1,796 316 00
Advanced to Date:	$	-
This Request:	$	-
Total Advanced After This Request:	$	-
Balance Needed to Complete:	$	1,796,316 00

Description of Expense item	To Be disbursed by Lender	This Request	Advanced to Date	Balance to Draw
Advance for Land	$325 000 00	$0 00	$0 00	$325.000 00
Pyramid Contracting. LLC	$1 471.316 00	$0 00	$0 00	$1.471.316 00
	$0 00	$0 00	$0 00	$0 00
	$0 00	$0 00	$0 00	$0 00
	$0 00	$0 00	$0 00	$0 00
				$0 00
Total	$1.796,316 00	$0 00	$0 00	$1.796,316 00

*** Application for Payment must be evidenced by AIA Document G702 and signed by the contractor of record and the architect.**

Plaintiffs' Ex 0283.162

FIRST PALMETTO SAVINGS BANK, F.S.B.
LOAN APPROVAL / LOAN SUMMARY MEMORANDUM

Loan Officer Name:	Walter Long	**Current Loan # (if renewal):**	75-086869-5
Date of Request:	August 24, 2011	**Original Loan Date (if renewal)**	May 5, 2010
Type of Request (New or Renewal):	Renewal	**Memo Prepared By:**	Tenyn Cooper Patterson
Borrower / Relationship Name:	SCENT Land Holdings, LLC	**Maturity Date:**	5/5/2015

Narrative of Borrower and Loan Request

Financial Summary

	Borrower	Guarantor	Additional Guarantor	[redacted]
Name:	SCENT Land Holdings, LLC	Robert Puchalski	David Macy Vidrine	
TIN #	263-44-4911	047-56-3903	435-47-0488	
Total Assets	$2,175,268 00	-	$787,000 00	
Total Liabilities	$2,093,383 00	-	$689,959 00	
Net Worth	$81,885 00	-	$97,041 00	
Liquidity	$7,650 00	-	$140,000 00	
F/S Dated: (must be within 1 year)	12/31/2009	-	4/20/2011	
AGI / Net Income per Books	$9,609 00	$2,269,324 00	$283,153 00	
Taxable Income	$9,609 00	$1,974,187 00	$209,951 00	
Tax Return Dated	2009	2009	2009	
Beacon Score	N/A	715	756	
Credit Report Dated	N/A	5/4/2011	3/1/2011	

Comments to Financial and Credit Summary	The hard copy of Guarantor Puchalski's 2009 tax return is located in Tim Hudson's office. Puchalski - A current financial statement has been requested. Averages(12 month average) $57,955 in personal liquidity at FPSB.

Initials Initials

Plaintiffs' Ex 0283.163

Summary of Loan Terms

Loan Purpose:	Refinance 75-086869-5
Loan Amount:	$1,725,500.00
Bank Fee:	$0.00
Repayment Terms:	7 year balloon, 25 year amortization
Interest Rate:	5.50%
Comments to loan terms:	$0 fee due to the outstanding deposit relationship with borrower and related entities.

Collateral Summary

Collateral Description	1st mortgage on Medical Complex located on Hwy601 South(15 Exchange Drive, Lugoff SC 29078)
Collateral Value:	$2,200,000.00
Method of Valuation	Appraisal by C. Vernon Hammond
Date of Valuation	December 20, 2009
Appraisal Reviewed by: (required for all loans $500,000 & >)	REAC/Jake Knight - Dated 1/27/2010
Additional Collateral:	$300,000 Brokerage Account #6917-2646 with Boenning & Scattergood
Loan to Value:	69.02%
Lien Position	1st
Comments to collateral summary:	

Financial Analysis

Primary Source of Repayment: Lease Income

Secondary Source of Repayment: Liquidation of Collateral

Other

Commercial / Corporate Analysis (if applicable)			Personal Financial Analysis (if applicable)	
Projected Gross Rental Income(100% occupancy)		$202,035 96	Annual Income	$
Less Vacancy (5%)	$	10,101 80	Monthly Income	$
Effective Gross Income	$	191,934 16	Proposed Monthly Payment	$
Less Operating Expenses(9%)		$17,274 07	Other Monthly Loan Payments	$
NOI	$	174,660 09	Total of all Monthly Payments	$
Proposed Annualized Loan Payment	$	127,198 20	Debt to Income Ratio	
Total of all Annualized Payments	$	127,198 20		
Debt Coverage Ratio		1.37		

Comments to financial analysis

Direct & Indirect Loan Summary

Relationship Name	Loan #	Current or Available Balance	Collateral	Loan-to-Value & Comments
SCENT Land Holdings, LLC	This Request	$1,725,500 00	1st mortgage on Medical Complex located on Hwy601 South(15 Exchange Drive, Lugoff SC 29078)	$0 Advanced
SCENT Land Holdings, LLC	75-085362-2	$1,023,700 00	1st mortgage on Medical Building located on Lot 5 Medical Park Drive, Hartsville SC 29550	*In the process of a refinance*
SCENT Land Holdings, LLC	77-086101-3	$336,900 00	Park Central, Site #4, Sunset Dr Columbia SC 29203	*In the process of a refinance*
SCENT Allergy & Sleep Medicine, P A	82-086800-0	$200,000 00	SunTrust CD #200000001 & 4 00000002	$0 Advanced
SCENT Allergy & Sleep Medicine, P A	80-087148-3	$300,000.00	Unsecured	$212,321 30 Advanced
SCENT Equipment Services, Limited Partnership	70-085913-2	$342,500.00	New Mini Cat 00234 & 00251 & 00078	*In the process of a refinance*
SCENT Equipment Service, Limited Partnership	70-086302-7	$116,500 00	Computer & Software Equipment	*In the process of a refinance*
Robert Puchalski	77-086534-5	$492,655 26	60 Eugenia Avenue, Kiawah Island SC 29455	*In the process of a refinance*
David Macy Vidime	60-086397-7	$113,142 84	Unsecured	
	TOTAL	$4,650,898 10		

Deposit Relationship Summary

Relationship Name	Account #	Date Opened	Avg Balance (12 Mos.)	[redacted]
Carolina Cosmetics	56-565456-1	5/7/2003	$19,695 00	
SCENT Allergy & Sleep Medicine DBA Carolina Hearing Institute	56-565429-8	11/8/2002	$30,267.00	
SC ENT Landholdings, LLC	56-566926-2	11/6/2008	$23,884 00	
Somnus LLC	56-566938-7	3/30/2009	$27,478 00	
SC ENT Allergy & Sleep Medicine	56-565232-6	02/29/2006	$325,473 00	
Robert Puchalski	53-558059-2	7/2/2008	$48,810.00	
	TOTAL		$475,607 00	

Initials Initials

Plaintiffs' Ex 0283.166

Loan Policy Exceptions (X all that apply)

Loan or Aggregate Exceeds Officer's Lending Authority	X	Waver of Prepayment Penalty		
Appraisal Exception	X	Poor Credit History		
Loan-to-Value exceeds policy		Deviation of Posted Rate	X	
Debt-to-Income Not Calculated		Extended Terms	X	
Debt Coverage Ratio Not Calculated		Current Financial Statement Not Obtained	X	Puchalski
Other - (Describe in Comments)		Current Tax Return Not Obtained		

Explanation / Comments for Policy Exception (required)

Positives

1. Substantial income of the medical practice and for Guarantor Puchalski
2. Satisfactory banking relationship since 2002 with Borrower
3. Significant deposit relationship

Negatives

Requirements

Flood Insurance	N/A	Heating/Cooling Letter	N/A
Hazard Insurance	Yes- 11/8/10 to 11/8/11	Current Taxes Paid	N/A
Wind & Hail Insurance	N/A	Deposit Relationship	N/A
General Liability Insurance	N/A	1.00% Prepayment Penalty	N/A
Workman's Compensation Insurance	N/A	Assignment of Leases & Rents	Yes
Survey	N/A	Other	N/A

Initials Initials

Plaintiffs' Ex 0283.167

Loan Authorization

Borrower Name	SCENT Land Holdings, LLC	**Rate**	5.50%
Loan Amount	$1,725,500.00	**Recommended Loan Classification by Credit Committee:**	Pass
Term	7 year balloon, 25 year amortization		

Name of Authorizing Officer	Signature of Authorizing Officer	Date Authorized
Walter M. W. Long		
Timothy T. Hudson (if necessary)		9/26/11
Luther L. Bridges (if necessary)	LB	9/26/11
Samuel R. Small (if necessary)		

Additional Comments

FIRST PALMETTO SAVINGS BANK, F.S.B.
LOAN APPROVAL / LOAN SUMMARY MEMORANDUM

Loan Officer Name:	Walter Long	**Current Loan # (if renewal):**	75-086869-5
Date of Request:	August 24, 2011	**Original Loan Date (if renewal)**	May 5, 2010
Type of Request (New or Renewal):	Renewal	**Memo Prepared By:**	Terryn Cooper Patterson
Borrower / Relationship Name:	SCENT Land Holdings, LLC	**Maturity Date:**	5/5/2015

Narrative of Borrower and Loan Request

Financial Summary

	Borrower	Guarantor	Additional Guarantor	[redacted]
Name:	SCENT Land Holdings, LLC	Robert Puchalski	David Macy Vidrine	
TIN #	263-44-4911	047-56-3903	435-47-0488	
Total Assets	$2,175,268 00	-	$787,000 00	
Total Liabilities	$2,093,383 00	-	$689,959 00	
Net Worth	$81,885 00	-	$97,041 00	
Liquidity	$7,650 00	-	$140,000 00	
F/S Dated: (must be within 1 year)	12/31/2009	-	4/20/2011	
AGI / Net Income per Books	$9,609 00	$2,269,324 00	$283,153 00	
Taxable Income	$9,609 00	$1,974,187 00	$209,951 00	
Tax Return Dated	2009	2009	2009	
Beacon Score	N/A	715	756	
Credit Report Dated	N/A	5/4/2011	3/1/2011	
Comments to Financial and Credit Summary	The hard copy of Guarantor Puchalski's 2009 tax return is located in Tim Hudson's office Puchalski - A current financial statement has been requested Averages(12 month average) $57,955 in personal liquidity at FPSB			

Summary of Loan Terms

Loan Purpose:	Refinance 75-086869-5
Loan Amount:	$1,725,500 00
Bank Fee:	$0 00
Repayment Terms:	7 year balloon, 25 year amortization
Interest Rate:	5 50%
Comments to loan terms:	$0 fee due to the outstanding deposit relationship with borrower and related entities

Collateral Summary

Collateral Description	1st mortgage on Medical Complex located on Hwy601 South(15 Exchange Drive, Lugoff SC 29078)
Collateral Value:	$2,200,000 00
Method of Valuation	Appraisal by C Vernon Hammond
Date of Valuation	December 20, 2009
Appraisal Reviewed by: (required for all loans $500,000 & >)	REAC/Jake Knight - Dated 1/27/2010
Additional Collateral:	$300,000 Brokerage Account #6917-2646 with Boenning & Scattergood
Loan to Value:	69 02%
Lien Position	1st
Comments to collateral summary:	

Financial Analysis

Primary Source of Repayment: Lease Income

Secondary Source of Repayment: Liquidation of Collateral

Other

Commercial / Corporate Analysis (if applicable)		Personal Financial Analysis (if applicable)	
Projected Gross Rental Income(100% occupancy)	$202,035 96	Annual Income	$
Less Vacancy (5%)	$ 10,101 80	Monthly Income	$
Effective Gross Income	$ 191,934 16	Proposed Monthly Payment	$
Less Operating Expenses(9%)	$17,274 07	Other Monthly Loan Payments	$
NOI	$ 174,660 09	Total of all Monthly Payments	$
Proposed Annualized Loan Payment	$ 127,198 20	Debt to Income Ratio	
Total of all Annualized Payments	$ 127,198 20		
Debt Coverage Ratio	1.37		

Comments to financial analysis

Direct & Indirect Loan Summary				
Relationship Name	Loan #	Current or Available Balance	Collateral	Loan-to-Value & Comments
SCENT Land Holdings, LLC	This Request	$1,725,500 00	1st mortgage on Medical Complex located on Hwy601 South(15 Exchange Drive, Lugoff SC 29078)	$0 Advanced
SCENT Land Holdings, LLC	75-085362-2	$1,023,700 00	1st mortgage on Medical Building located on Lot 5 Medical Park Drive, Hartsville SC 29550	*In the process of a refinance*
SCENT Land Holdings, LLC	77-086101-3	$336,900 00	Park Central, Site #4, Sunset Dr Columbia SC 29203	*In the process of a refinance*
SCENT Allergy & Sleep Medicine, P A	82-086800-0	$200,000 00	SunTrust CD #200000001 & 4 00000002	$0 Advanced
SCENT Allergy & Sleep Medicine, P A	80-087148-3	$300,000 00	Unsecured	$212,321 30 Advanced
SCENT Equipment Services, Limited Partnership	70-085913-2	$342,500 00	New Mini Cit 00234 & 00251 & 00078	*In the process of a refinance*
SCENT Equipment Service, Limited Partnership	70-086302-7	$116,500 00	Computer & Software Equipment	*In the process of a refinance*
Robert Puchalski	77-086534-5	$492,655 26	60 Eugenia Avenue, Kiawah Island SC 29455	*In the process of a refinance*
David Macy Vidrine	60-086397-7	$113,142 84	Unsecured	
	TOTAL	$4,650,898 10		

Deposit Relationship Summary				
Relationship Name	Account #	Date Opened	Avg Balance (12 Mos.)	[redacted]
Carolina Cosmetics	56-565456-1	5/7/2003	$19,695 00	
SCENT Allergy & Sleep Medicine DBA Carolina Hearing Institute	56-565429-8	11/8/2002	$30,267.00	
SC ENT Landholdings, LLC	56-566926-2	11/6/2008	$23,884 00	
Somnus LLC	56-566938-7	3/30/2009	$27,478.00	
SC ENT Allergy & Sleep Medicine	56-565232-6	02/29/2006	$325,473 00	
Robert Puchalski	53-558059-2	7/2/2008	$48,810.00	
	TOTAL		$475,607 00	

Loan Policy Exceptions (X all that apply)

Loan or Aggregate Exceeds Officer's Lending Authority	X	Waver of Prepayment Penalty	
Appraisal Exception	X	Poor Credit History	
Loan-to-Value exceeds policy		Deviation of Posted Rate	X
Debt-to-Income Not Calculated		Extended Terms	X
Debt Coverage Ratio Not Calculated		Current Financial Statement Not Obtained	X
Other - (Describe in Comments)		Current Tax Return Not Obtained	

Puchalski

Explanation / Comments for Policy Exception (required)

Positives

1. Substantial income of the medical practice and for Guarantor Puchalski
2. Satisfactory banking relationship since 2002 with Borrower
3. Significant deposit relationship

Negatives

Requirements

Flood Insurance	N/A	Heating/Cooling Letter	N/A
Hazard Insurance	Yes- 11/8/10 to 11/8/11	Current Taxes Paid	N/A
Wind & Hail Insurance	N/A	Deposit Relationship	N/A
General Liability Insurance	N/A	100% Prepayment Penalty	N/A
Workman's Compensation Insurance	N/A	Assignment of Leases & Rents	Yes
Survey	N/A	Other	N/A

Loan Authorization

Borrower Name	SCENT Land Holdings, LLC	Rate	5 50%
Loan Amount	$1,725,500 00	Recommended Loan Classification by Credit Committee	Pass
Term	7 year balloon, 25 year amortization		

Name of Authorizing Officer	Signature of Authorizing Officer	Date Authorized
Walter M. W Long		
Timothy T. Hudson (if necessary)		
Luther L. Bridges (if necessary)	LB	9/26/11
Samuel R Small (if necessary)		

Additional Comments

May 5th, 2010

Addendum to loan approval memo

Borrower: SCENT Landholdings, LLC

Dr. Robert Puchalski

Loan #: 75-086869-5

First Palmetto agreed to add language to the note dated 5-5-10 indicating its willingness to renew the loan after the initial five year term as long as the loan had performed and had not been in default over the initial five year period.

In addition, First Palmetto agreed to limit the guarantor's liability to the outstanding loan balance.

A new note and guaranty were executed and have been added to the file.

Authorized by:

Timothy T. Hudson

Executive Vice President

Luther L. Bridges

Executive Vice President

FIRST PALMETTO SAVINGS BANK, F.S.B.

LOAN APPROVAL / LOAN SUMMARY MEMORANDUM

Loan Officer Name:	Walter M Long	**Current Loan # (if renewal):**	
Date of Request:	February 10, 2010	**Original Loan Date (if renewal)**	
Type of Request (New or Renewal):	New	**Memo Prepared By:**	Terryn Cooper
Borrower / Relationship Name:	SCENT Land Holdings, LLC		

Brief Narrative of Borrower and Loan Request

Financial Summary - (see tab to add additional guarantors)				
	Borrower	**Additional Guarantor**	**Additional Guarantor**	**Additional Guarantor**
Name:	SCENT Land Holdings, LLC	Robert Puchalski		
Total Assets	F/S & Tax Returns not required, New Entity	F/S not required		
Total Liabilities	"	"		
Net Worth	"	"		
Liquidity	"	"		
F/S Dated: (must be within 1 year)	"	"		
2008 AGI / Net Income per Books	"	$2,402,000.00		
2008 Taxable Income	"	$2,094,221 00		
2007 AGI / Net Income per Books		$2,504,325.00		
2007 Taxable Income	"	$2,284,327.00		
Beacon Score	N/A	742		
Credit Report Dated	N/A	10/6/2009		
Comments relating to Financial & Credit Summary	The hard copy of Guarantor Puchalski 2008 tax return is located in Tim Hudson's office A financial statement will not be required, however, brokerage statements for Dr. Puchalski have been obtained. Dr Puchalski will be the sole guarantor for this loan. His partner, Dr. Dyce, will not be required for endorsement on this loan. Dr. Puchalski is pledging $300,000 in additional collateral as a substitute for Dr. Dyce's guarantee.			

Summary of Loan Terms

Loan Purpose:	Establish construction loan and payoff loan #77-085835-7 & 77-086244-1
Loan Amount:	$1,796,316 (Cost of Land = $325,000, Cost of Construction = $1,471,316)
Bank Fee:	$1,500.00
Repayment Terms:	12 months interest only followed by 47 monthly installments of principal and interest and 1 final balloon payment of the remaining principal and interest due at maturity
Interest Rate:	5.95%
Comments in reference to loan terms:	Repayment terms are based on a 30 year amortization. Contractor's license, proof of liability and worker's comp insurance and a financial statement are attached.

Collateral Summary

Collateral Description	1st mortgage on Medical Complex being constructed on Highway 601, Lugoff SC 29078
Collateral Value:	$2,200,000.00
Method of Valuation	Appraisal by C. Vernon Hammond
Date of Valuation	December 30, 2009
Appraisal Reviewed by: (required for all loans $500,000 & >)	REAC / Jake Knight - Dated 1-27-10
Additional Collateral:	$300,000 balance of brokerage account held as additional collateral.
Loan-to-Cost	100%
Loan-to-Appraised Value	82.00%
Lien Position	1st
Date Collateral Last Inspected by lender (if applicable)	February 10, 2010
Comments in reference to collateral summary:	The land was purchased in two separate transactions: one parcel for $200,000 and the second parcel for $125,000. The appraisal indicates that the deeds were recorded for $125,000 for each parcel. The contracts are attached indicating a purchase price of $200,000 for parcel 1 and $125,000 for parcel 2. The settlement statement for parcel 1 indicates that $50,000 was held in escrow for road improvements. The road improvements have since been completed. The building is currently under construction and is approximately 40% complete. Borrower and Builder have self funded to this point.

Insurance Summary

Replacement Cost of Structure	Amount of Hazard Insurance Required	Insurance Required - Max $250,000 for Residential $500,000 for Commercial	Amount of "Excess" Flood Insurance Required. (If applicable)	Amount of Supplemental Wind & Hail Insurance Required
$ 1,479,300.00	$ 1,479,300.00	N/A	N/A	

Financial Analysis

Primary Source of Repayment: The SCENT practice will lease the building from SCENT Landholdings, LLC. A lease will be provided when complete, however it is not a requirement of this approval as the entities are owned by the same principals and are paying themselves. It should also be noted that the practice's current facility is leased from Kershaw Health.

Secondary Source of Repayment: Liquidation of Collateral

Tertiary

Commercial Analysis: Per Appraisal

Potential Gross Income (100% Occupancy)	$ 216,964.00
Less Vacancy & Collection Loss	$ 8,679.00
Effective Gross Income	$ 208,285 00
Less Operating Expenses	$ 6,249.00
NOI	$ 202,036.00
Proposed Annualized Payment	$ 121,406 40
Debt Coverage Ratio	1 66

Personal Financial Analysis for R. Puchalski

Annual Income	
Monthly Income	
Proposed Monthly Loan Payment	
Other Monthly Loan Payments	
Total of all Monthly Payments	
Debt-to-Income Ratio	

Direct & Indirect Loan Summary				
Relationship Name	**Loan #**	**Current or Available Balance**	**Collateral**	**LTV**
SCENT Land Holdings, LLC	This Request	$1,796,316.00	1st mortgage on Medical Complex being constructed on Highway 601, Lugoff SC 29078	82.00%
SCENT Equipment Services, Limited Partnership	70-085913-2	$546,808.00	New Mini Cat 00234 & 00251 & 00078	-
SCENT Land Holdings, LLC.	75-085362-2	$1,049,029.46	Lot 5 Medical Park Dr., Hartsville SC	-
SCENT Allergy & Sleep Medic	80-084570-1	$300,000 00	Unsecured	*$215,463 Advanced
SCENT Land Holdings, LLC.	77-086101-3	$399,393 87	Park Central, Site #4, Sunset Dr. Columbia SC 29203	-
SCENT Land Holdings, LLC.	77-086244-1 * not included in aggregate	$123,637.66	1 Acre of Land in Lugoff SC 29078	*To be paid off through this request
SCENT Equipment Service LP	70-086302-7	$178,222 64	Computer & Software Equipment	
Robert Puchalski	60-086537-8	$200,000 00	Unsecured	
Robert Puchalski	77-086534-5	$600,000 00	60 Eugenia Avenue, Kiawah Island SC 29455	
SCENT Land Holdings, LLC	77-085835-7 * not included in aggregate	$199,129 25	1 Acre of Land in Lugoff SC 29078	*To be paid off through this request
	TOTAL	$5,069,769 97		

Deposit Relationship Summary				
Relationship Name	**Account #**	**Current Balance**	**Date Opened**	
Carolina Cosmetics	56-565456-1	$78,841.19	5/7/2003	
Clarity Hearing & Balance Center	56-565429-8	$99,224.23	11/8/2002	
SC ENT Equipment	56-566939-5	$76,800 00	3/30/2009	
SC ENT Landholdings, LLC	56-566926-2	$9,800.16	11/6/2008	
Somnus LLC	56-566938-7	$62,016.41	3/30/2009	
SC ENT Allergy & Sleep Medicine	56-565232-6	$336,907.87	02/29/2006	
Robert Puchalski	53-558059-2	$36,487.75	7/2/2008	
	TOTAL	$700,077.61		

Loan Policy Exceptions (X all that apply)

Loan or Aggregate Exceeds Officer's Lending Authority	X	Waiver of Prepayment Penalty	
Appraisal Exception		Out dated Credit History	
Loan-to-Value exceeds policy		Deviation of Posted Rate	
Debt-to-Income Exceeds Bank Policy		Extended Terms	
Debt Coverage Ratio is insufficient		Current Financial Statement Not Obtained	X
Other - (Describe in Comments)		Current Tax Return Not Obtained	

Explanation / Comments for Policy Exception (required)

Positives

1. Substantial income of the medical practice and for the guarantors
2. Satisfactory banking relationship since 2002
3. Owner occupied facility

Negatives

1. Exceeds supervisory LTV limits for construction period
2. Level of unsecured debt and equipment debt to Guarantor and related entities
3. No current financial statements
4. Appraisal- no comparables in kershaw County
5. Payment based on a 30 year amortization schedule

Loan Authorization

Borrower Name	SCENT Land Holdings, LLC	**Rate**	5.95%
Loan Amount	$1,796,316 (Cost of Land = $325,000, Cost of Construction = $1,471,316)	**Classification by Credit Committee:**	Pass
Term	12 months interest only followed by 47 monthly installments of principal and interest and 1 final balloon payment of the remaining principal and interest due at maturity		Exceeds supervisory LTV limit for initial 12 months
Name of Authorizing Officer	**Signature of Authorizing Officer**		**Date Authorized**
Timothy T. Hudson			
Luther L. Bridges (if necessary)			
Samuel R. Small (if necessary)			

SCENT LAND HOLDINGS, LLC PO BOX 520 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 75-086869-5 Date 09-26-2011 Maturity Date 10-05-2018 Loan Amount $ 1,723,600.00 Renewal Of 75-086869-5

SCENT LAND HOLDINGS, LLC
PO BOX 520
LUGOFF, SC 29078

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 TWENTY THREE THOUSAND SIX HUNDRED AND NO/100 Dollars $ 1,723,600.00

☒ **Single Advance:** I will receive all of this principal sum on 09-26-2011 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 _____

☐ **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 09-26-2011 at the rate of 5.500% per year until 10-05-2018

☐ **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

83 MONTHLY PAYMENTS OF $9,887.39 BEGINNING 11-05-2011 AND 1 BALLOON PAYMENT OF $1,545,207.43 ON 10-05-2018.

ADDITIONAL TERMS: NO NEW OR ADDITIONAL FUNDS ADVANCED. MODIFICATION OF EXISTING LOAN TO REDUCE INTEREST RATE AND PAYMENT AND EXTEND MATURITY DATE. ALL OTHER ORIGINAL TERMS. CONDITIONS AND OBLIGATIONS TO REMAIN FULL FORCE AND EFFECT.

☒ **SECURITY:** This note is separately secured by (describe separate document by type and date). MTG DTD 5-5-2010, ASSIGNMENT OF LEASES AND RENTS DTD 5-5-2010, SECURITY AGREEMENT DTD 5-5-2010, CONTROL AGREEMENT DTD 2-17-2010.GUARANTEES DTD 3-3-2009 & 9-1-2010

(This section is for your internal use Failure to list a separate security document does not mean the agreement will not secure this note)

PURPOSE. The purpose of this loan is MODIFY EXISTING DEBT(LOAN #75-086869-5)

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

Signature for Lender

WALTER LONG, VICE PRESIDENT

DAVID MACY VIDRINE

SOUTH CAROLINA - UNIVERSAL NOTE
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R 75-0868695

DEFINITIONS: As used on page 1, "I" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us") "You" or "your" means the Lender and its successors and assigns

APPLICABLE LAW. The law of the state of South Carolina will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement No modification of this agreement may be made without your express written consent Time is of the essence in this agreement.

COMMISSIONS OR OTHER REMUNERATION. I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal If you and I agree to a different application of payments, we will describe our agreement on this note I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me

INDEX RATE: The index will serve only as a device for setting the rate on this note You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier

SINGLE ADVANCE LOANS. If this is a single advance loan, you and I expect that you will make only one advance of principal However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below

MULTIPLE ADVANCE LOANS. If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you

"Right to receive money from you" means

(1) any deposit account balance I have with you,

(2) any money owed to me on an item presented to you or in your possession for collection or exchange, and

(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off This total includes any balance the due date for which you properly accelerate under this note

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off

REAL ESTATE OR RESIDENCE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein

DEFAULT: I will be in default if any one or more of the following occur (1) I fail to make a payment on time or in the amount due, (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you, (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings, (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided, (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you, (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change, (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops, (11) 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.

REMEDIES. If I am in default on this note you have, but are not limited to, the following remedies

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).

(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein

(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy

(4) You may refuse to make advances to me or allow purchases on credit by me

(5) You may use any remedy you have under state or federal law

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law) To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code

WAIVER: I give up my rights to require you to do certain things I will not require you to

(1) demand payment of amounts due (presentment),

(2) obtain official certification of nonpayment (protest), or

(3) give notice that amounts due have not been paid (notice of dishonor)

I waive any defenses I have based on suretyship or impairment of collateral

OBLIGATIONS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note You may without notice release any party to this agreement without releasing any other party If you give up any of your rights, with or without notice, it will not affect my duty to pay this note Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note I will not assign my obligation under this agreement without your prior written approval You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan

FINANCIAL INFORMATION: I agree to provide you, upon request, any financial statement or information you may deem necessary I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete

NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address My current address is on page 1 I agree to inform you in writing of any change in my address I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION. If this loan is for a business purpose I agree to waive the right to five days' notice and a preseizure hearing prior to seizure of any personal property which may secure this loan.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	

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4211

Plaintiffs' Ex 0283.183

GUARANTY

CAMDEN (City), SOUTH CAROLINA (State)

SEPTEMBER 01, 2010

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

DAVID MACY VIDRINE

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

ADDITIONAL PROVISIONS

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned) (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness, (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness, (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness, (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness, (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor, (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security, or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security, (viii) any transfer of any Indebtedness or any evidence thereof, (ix) any order of application of any payments or credits upon Indebtedness, (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged

9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made

10. Until the obligations of the Borrower to Lender have been paid in full, the Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the Undersigned This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefit of Lender and its participants, successors and assigns Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender This guaranty shall be governed by the laws of the State in which it is executed The Undersigned waives notice of Lender's acceptance hereof

Expere® ©Bankers Systems, Inc St Cloud, MN 56301 FORM M 250 9/7/2005 (For Corporate Guarantor use M-250)

Plaintiffs' Ex 0283.185

Add to file 5-5-11

SCENT LAND HOLDINGS, LLC 1165 HIGHWAY 1 SOUTH, SUITE 100 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 A Date 05-05-2010 Maturity Date 05-05-2015 Loan Amount $ 1,796,316.00 Renewal Of

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 $ 1,796,316.00

☐ **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 $1,710,996.97 ON 05-05-2015.

1) set up on installment
2) Changed draft to installment

ADDITIONAL TERMS:

✓ WCH
5-5-11

☒ **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 list 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.

Signature for Lender

WALTER LONG, VICE PRESIDENT

SCENT LAND HOLDINGS, LLC

ROBERT RUCHALSKI, MANAGER

SOUTH CAROLINA - UNIVERSAL NOTE
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4214

Plaintiffs' Ex 0283.186

BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	
SCENT LAND HOLDINGS, LLC 1165 HIGHWAY 1 SOUTH, SUITE 300 LUGOFF, SC 29078	FIRST PALMETTO SAVINGS BANK, FSB 407 DEKALB STREET CAMDEN, SC 29020	Loan Number 750868695 Date 05-05-2010 Maturity Date 05-05-2015 Loan Amount $ 1,796,316.00 Renewal Of

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 $ 1,796,316.00

___ Single Advance: I will receive all of this principal sum on ___. No additional advances are contemplated under this note.

X 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 ___.

X Closed End Credit: You and I agree that I may borrow (only) 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:

X on the same fixed or variable rate basis in effect before maturity (as indicated above).

___ at a rate equal to ___.

X 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.

X ADDITIONAL CHARGES. In addition to interest, I agree to pay the following charges which ___ are X 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 $1,710,996.97 ON 05-05-2015.

ADDITIONAL TERMS: AT MATURITY, FIRST PALMETTO WILL AGREE TO RECAST THE LOAN FOR A MAXIMUM 5 YEAR BALLOON WITH 15 YEAR AMORTIZATION AT THE MARKET RATE AS LONG AS THE LOAN HAS PERFORMED IN ACCORDANCE WITH THE LOAN TERMS AS OUTLINED IN THE NOTE AND HAS NOT BEEN IN DEFAULT.

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 means that the documents listed above secure this note but do not secure your other loans with me unless those documents say so specifically.)

PURPOSE. The purpose of this loan is: ESTABLISH CONSTRUCTION LOAN

Signature for Lender:

WALTER LONG, VICE PRESIDENT

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

DEFINITIONS. As used on page 1, "I" means the terms that apply to this loan. "I," "me," or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW. The law of the state of South Carolina will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

COMMISSIONS OR OTHER REMUNERATION. I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.

PAYMENTS. Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of, this loan without penalty unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full unless, when I make the prepayment, you and I agree in writing to the contrary.

INTEREST. Interest accrues on the principal remaining unpaid from time to time until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here, either before or after maturity. If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE. The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index or the margin that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD. The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE. For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS. If this is a single advance loan, you and I expect that you will make only one advance of principal. However you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS. If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is a closed end credit, repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER. If you are authorized to pay, on my behalf, charges I am obligated to pay, such as property insurance premiums, then you may treat those payments made by you as advances and add them to the unpaid principal under this note or you may demand immediate payment of the charges.

SET OFF. I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(1) any deposit account balance I have with you;

(2) any money owed to me or an item presented to you or in your possession for collection or exchange; and

(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

REAL ESTATE OR RESIDENCE SECURITY. If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law or by the terms of any separate instrument creating the security interest and to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

DEFAULT. I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay or keep any promise on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) 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.

REMEDIES. If I am in default on this note you have, but are not limited to, the following remedies:

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest, and other accrued charges).

(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET OFF" paragraph herein.

(3) You may demand security, additional security or additional parties to be obligated to pay this note as a condition for not using any other remedy.

(4) You may refuse to make advances to me or allow purchases on credit by me.

(5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES. I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER. I give up my rights to require you to do certain things. I will not require you to:

(1) demand payment of amounts due (presentment);

(2) obtain official certification of nonpayment (protest); or

(3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT. I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may, without notice, release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note or any portion of the note or debt from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval. You may, without notice, fail to perfect your security interest in, impair or release any security and I will still be obligated to pay the loan.

FINANCIAL INFORMATION. I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE. Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION. If this loan is for a business purpose, I agree to waive the right to five days' notice and a preseizure hearing prior to seizure of any personal property which may secure this loan.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS OR AUTHORIZATION	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	

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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 A Date 05-05-2010 Maturity Date 05-05-2015 Loan Amount $ 1,796,316.00 Renewal Of

SCENT LAND HOLDINGS, LLC
[illegible] PROPERTY ACQUISITION

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 $ 1,796,316.00

☐ **Single Advance:** I will receive all of this principal sum on _____. No additional advances are contemplated under this note.

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☐ **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 $1,710,996.97 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 list 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

DEFINITIONS: As used on page 1, "I," "me," or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us") "You" or "your" means the Lender and its successors and assigns

APPLICABLE LAW: The law of the state of South Carolina will govern this note Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement No modification of this agreement may be made without your express written consent Time is of the essence in this agreement

COMMISSIONS OR OTHER REMUNERATION: I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal If you and I agree to a different application of payments, we will describe our agreement on this note I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity) If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me

INDEX RATE: The index will serve only as a device for setting the rate on this note You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal If this is closed end credit, repaying a part of the principal will not entitle me to additional credit

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you

"Right to receive money from you" means

(1) any deposit account balance I have with you,
(2) any money owed to me on an item presented to you or in your possession for collection or exchange, and
(3) any repurchase agreement or other nondeposit obligation

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off This total includes any balance the due date for which you properly accelerate under this note

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative It also does not apply to any Individual Retirement Account or other tax-deferred retirement account

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off

REAL ESTATE OR RESIDENCE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein

DEFAULT. I will be in default if any one or more of the following occur (1) I fail to make a payment on time or in the amount due, (2) I fail to keep the property insured, if required, (3) I fail to pay, or keep any promise, on any debt or agreement I have with you, (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due), (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided, (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you, (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority, (9) I change my name or assume an additional name without first notifying you before making such a change, (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) 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

REMEDIES. If I am in default on this note you have, but are not limited to, the following remedies

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges)
(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein
(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy
(4) You may refuse to make advances to me or allow purchases on credit by me
(5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law) To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code

WAIVER I give up my rights to require you to do certain things I will not require you to:

(1) demand payment of amounts due (presentment),
(2) obtain official certification of nonpayment (protest), or
(3) give notice that amounts due have not been paid (notice of dishonor)

I waive any defenses I have based on suretyship or impairment of collateral

OBLIGATIONS INDEPENDENT I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note You may without notice release any party to this agreement without releasing any other party If you give up any of your rights, with or without notice, it will not affect my duty to pay this note Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it (Of course, you are entitled to only one payment in full) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note I will not assign my obligation under this agreement without your prior written approval You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan

FINANCIAL INFORMATION: I agree to provide you, upon request, any financial statement or information you may deem necessary I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete

NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1 I agree to inform you in writing of any change in my address I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION: If this loan is for a business purpose I agree to waive the right to five days' notice and a preseizure hearing prior to seizure of any personal property which may secure this loan.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	

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Plaintiffs' Ex 0283.190

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	Line of Credit No A Date 05-05-2010 Max Credit Amt 1,796,316.00 Loan Ref. No. A

You have extended to me a line of credit in the

AMOUNT of ONE MILLION SEVEN HUNDRED NINETY SIX THOUSAND THREE HUNDRED SIXTEEN AND NO/100 $ 1,796,316.00

You will make loans to me from time to time until 12:00 P.m. on 5-5-2011. Although the line of credit expires on that date, I will remain obligated to perform all my duties under this agreement so long as I owe you any money advanced according to the terms of this agreement, as evidenced by any note or notes I have signed promising to repay these amounts

This line of credit is an agreement between you and me It is not intended that any third party receive any benefit from this agreement, whether by direct payment, reliance for future payment or in any other manner This agreement is not a letter of credit

1. **AMOUNT:** This line of credit is

☐ OBLIGATORY You may not refuse to make a loan to me under this line of credit unless one of the following occurs
a I have borrowed the maximum amount available to me,
b This line of credit has expired,
c I have defaulted on the note (or notes) which show my indebtedness under this line of credit,
d I have violated any term of this line of credit or any note or other agreement entered into in connection with this line of credit,

e _____

☐ DISCRETIONARY You may refuse to make a loan to me under this line of credit once the aggregate outstanding advances equal or exceed _____ $ _____

Subject to the obligatory or discretionary limitations above, this line of credit is

☐ OPEN-END (Business or Agricultural only) I may borrow up to the maximum amount of principal more than one time

☒ CLOSED-END I may borrow up to the maximum only one time

2. **PROMISSORY NOTE.** I will repay any advances made according to this line of credit agreement as set out in the promissory note, I signed on 05-05-2010, or any note(s) I sign at a later time which represent advances under this agreement The note(s) set(s) out the terms relating to maturity, interest rate, repayment and advances If indicated on the promissory note, the advances will be made as follows.
PROCEEDS TO BE ADVANCED AS AUTHORIZED BY FIRST PALMETTO SAVINGS BANK, FSB

3 **RELATED DOCUMENTS:** I have signed the following documents in connection with this line of credit and note(s) entered into in accordance with this line of credit

☒ security agreement dated 05-05-2010 ☒ CONTROL AGREEMENT DATED 2-17-2010
☒ mortgage dated 05-05-2010 ☐ _____
☒ guaranty dated 05-05-2010 ☐ _____

4. **REMEDIES:** If I am in default on the note(s) you may
a. take any action as provided in the related documents,
b without notice to me, terminate this line of credit
By selecting any of these remedies you do not give up your right to later use any other remedy By deciding not to use any remedy should I default, you do not waive your right to later consider the event a default, if it happens again

5. **COSTS AND FEES:** If you hire an attorney to enforce this agreement I will pay your reasonable attorney's fees, where permitted by law I will also pay your court costs and costs of collection, where permitted by law

6. **COVENANTS:** For as long as this line of credit is in effect or I owe you money for advances made in accordance with the line of credit, I will do the following:
a maintain books and records of my operations relating to the need for this line of credit,
b permit you or any of your representatives to inspect and/or copy these records,
c provide to you any documentation requested by you which support the reason for making any advance under this line of credit,
d permit you to make any advance payable to the seller (or seller and me) of any items being purchased with that advance,

e _____

7. **NOTICES:** All notices or other correspondence with me should be sent to my address stated above The notice or correspondence shall be effective when deposited in the mail, first class, or delivered to me in person

8 **MISCELLANEOUS:** This line of credit may not be changed except by a written agreement signed by you and me The law of the state in which you are located will govern this agreement Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation

FOR THE LENDER

WALTER LONG

Title VICE PRESIDENT

SIGNATURES: I AGREE TO THE TERMS OF THIS LINE OF CREDIT I HAVE RECEIVED A COPY ON TODAY'S DATE

ROBERT PUCHALSKI

©1985 BANKERS SYSTEMS, INC , ST CLOUD, MN 56301 (1-800-397-2341) · FORM LCA 5/2/91

SCENT LAND HOLDINGS, LLC. 1165 HWY 1 S 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 A Date 03-03-2009 Maturity Date 09-03-2009 Loan Amount $ 200,000.00 Renewal Of A

SCENT LAND HOLDINGS, LLC.
1165 HWY 1 S
LUGOFF, SC 29078

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of TWO HUNDRED THOUSAND AND NO/100 Dollars $ 200,000.00

☒ **Single Advance** I will receive all of this principal sum on 03-03-2009 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 _____

☐ **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 03-03-2009 at the rate of 5.000% per year until 09-03-2009

☐ **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

6 MONTHLY INTEREST PAYMENTS RANGING FROM $805.56 TO $861.11 BEGINNING 04-01-2009 AND 1 PAYMENT OF $200,055.56 ON 09-03-2009.

ADDITIONAL TERMS:

☒ **SECURITY:** This note is separately secured by (describe separate document by type and date) MORTGAGE DATED 03-03-2009

(This section is for your internal use Failure to list a separate security document does not mean the agreement will not secure this note)

PURPOSE The purpose of this loan is PURCHASE LAND

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date

Signature for Lender

WALTER LONG, VICE PRESIDENT

SCENT LAND HOLDINGS, LLC.

ROBERT PUCHALSKI, MANAGER

ORVILLE DYCE, MANAGER

SOUTH CAROLINA - UNIVERSAL NOTE

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Plaintiffs' Ex 0283.192

DEFINITIONS: As used on page 1, "[X]" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns

APPLICABLE LAW: The law of the state of South Carolina will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

COMMISSIONS OR OTHER REMUNERATION: I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.

PAYMENTS. Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE. The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS. If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS. If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means

(1) any deposit account balance I have with you,

(2) any money owed to me on an item presented to you or in your possession for collection or exchange, and

(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

REAL ESTATE OR RESIDENCE SECURITY. If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

DEFAULT. I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due, (2) I fail to keep the property insured, if required, (3) I fail to pay, or keep any promise, on any debt or agreement I have with you, (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings, (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due), (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided, (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you, (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority, (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops, (11) 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.

REMEDIES. If I am in default on this note you have, but are not limited to, the following remedies.

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).

(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.

(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.

(4) You may refuse to make advances to me or allow purchases on credit by me.

(5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES. I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights to require you to do certain things. I will not require you to

(1) demand payment of amounts due (presentment),

(2) obtain official certification of nonpayment (protest), or

(3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT. I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

FINANCIAL INFORMATION: I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION. If this loan is for a business purpose I agree to waive the right to five days' notice and a preseizure hearing prior to seizure of any personal property which may secure this loan.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	

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Plaintiffs' Ex 0283.193

GUARANTY

CAMDEN (City), SOUTH CAROLINA (State)

SEPTEMBER 01, 2010

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

DAVID MACY VARINE X

_____

_____

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

ADDITIONAL PROVISIONS

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned) (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness, (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness, (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness, (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness, (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security, or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security, (vii) any foreclosure or enforcement of any collateral security, (viii) any transfer of any Indebtedness or any evidence thereof, (ix) any order of application of any payments or credits upon Indebtedness, (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8 The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged

9 If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of the Borrower to Lender have been paid in full, the Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the Undersigned This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefit of Lender and its participants, successors and assigns Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of Lender's acceptance hereof

GUARANTY

CAMDEN, SOUTH CAROLINA
(City) (State)

MAY 05 2010
(Date)

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 X 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 $ LIMITED TO THE OUTSTANDING BALANCE (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 X 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

Plaintiffs' Ex 0283.196

ADDITIONAL PROVISIONS

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security, or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower, or any other obligor), the Indebtedness to which such payment was applied shall, for the purposes of this guaranty, be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of the Borrower to Lender have been paid in full, the Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is (in addition) to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular, and shall be fully binding upon and enforceable against either, any or all the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned, and shall inure to the benefit of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender. This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of Lender's acceptance hereof.

FORMS Bankers Systems, Inc., St. Cloud, MN 56303 Form G-240 5-7-90 (c) For Compliance Guaranty use VMP-G240

Plaintiffs' Ex 0283.197

GUARANTY

CAMDEN (City), SOUTH CAROLINA (State)

MAY 05, 2010

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

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

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness, (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security, (viii) any transfer of any Indebtedness or any evidence thereof, (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, *res judicata*, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of the Borrower to Lender have been paid in full, the Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefit of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender. This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of Lender's acceptance hereof.

Expere® ©Bankers Systems, Inc., St. Cloud, MN 56301 FORM M-240 9/7/2005 (For Corporate Guarantor use M-250)

GUARANTY

CAMDEN (City), SOUTH CAROLINA (State)

MARCH 03, 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 RUCHALSKI

ORVILLE BYCE

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

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness, (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof, (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

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OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

B Type of Loan

1 ☐ FHA 2. ☐ RHS 3 ☐ Conv Unins 4 ☐ VA 5 ☐ Conv Ins	6 File Number 022778B	7 Loan Number	8 Mortgage Insurance 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 "(p o c)" 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 PO Box 520 Lugoff, SC 29078		First Palmetto Savings Bank, FSB P O Box 861 Camden, SC 29021

G. Property Location	H Settlement Agent	I Settlement Date
Park Central Site #4 Columbia, SC 29203-0000 Richland County, South Carolina	Savage, Royall & Sheheen, L L P PO Drawer 10, 1111 Church St Camden, SC 29020 Ph (803)432-4391 Place of Settlement PO Drawer 10, 1111 Church St Camden, SC 29020	September 26, 2011

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)	11,926 39	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	11,926 39	**420. Gross Amount Due to Seller**	
200. Amounts Paid by or in Behalf of Borrower		**500 Reductions in Amount Due Seller:**	
201 Deposit or earnest money		501 Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502 Settlement charges to Seller (Line 1400)	
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504. Payoff First Mortgage	
205		505 Payoff 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		**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)	11,926 39	601 Gross amount due to Seller (line 420)	
302 Less amount paid by/for Borrower (line 220)	( )	602 Less reductions due Seller (line 520)	( )
303 Cash ☒ From ☐ To Borrower	11,926 39	**603. Cash ☐ To ☐ From Seller**	0.00

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Borrower SCENT Land Holdings, LLC

BY _____
David Mac Vicente

BY _____
Robert Pochalski

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured, this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges

				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees					
Division of commission (line 700) as follows					
701 $	to				
702 $	to				
703 Commission paid at settlement					
704					
705					
800. Items Payable in Connection with Loan					
801 Our origination charge		$	(from GFE #1)		
802 Your credit or charge (points) for the specific interest rate chosen		$	(from GFE #2)		
803 Your adjusted origination charges			(from GFE #A)	0.00	
804 Appraisal fee	to		(from GFE #3)		
805 Credit Report	to		(from GFE #3)		
806 Tax service	to		(from GFE #3)		
807 Flood certification	to		(from GFE #3)		
808			(from GFE #3)		
809			(from GFE #3)		
810			(from GFE #3)		
811			(from GFE #3)		
900. Items Required by Lender to Be Paid in Advance					
901 Daily interest charges from	to	@ $/day	(from GFE #10)		
902 Mortgage insurance premium for	months to		(from GFE #3)		
903 Homeowner's insurance for	years to		(from GFE #11)		
904			(from GFE #11)		
905			(from GFE #11)		
1000. Reserves Deposited with Lender					
1001 Initial deposit for your escrow account			(from GFE #9)		
1002 Homeowner's insurance	@ $	per	$		
1003 Mortgage insurance	@ $	per	$		
1004 Property taxes			$		
1005			$		
1006	@ $	per	$		
1007	@ $	per	$		
1008.			$		
1009			$		
1100. Title Charges					
1101 Title services and lender's title insurance			(from GFE #4)	1,100.75	
1102 Settlement or closing fee	to Pro Title Services, Corp		$ 150.75		
1103 Owner's title insurance to Stewart Title Guaranty Company			(from GFE #5)		
1104 Lender's title insurance to Stewart Title Guaranty Company			$		
1105 Lender's title policy limit	$				
1106 Owner's title policy limit	$				
1107 Agent's portion of the total title insurance premium	to Wateree Abstract Company		$		
1108 Underwriter's portion of the total title insurance premium	to Stewart Title Guaranty Company		$		
1109			$		
1110			$		
1111			$		
1112			$		
1113			$		
1200. Government Recording and Transfer Charges					
1201. Government recording charges			(from GFE #7)		
1202 Deed $	Mortgage $	Releases $	Other $	-	
1203 Transfer taxes			(from GFE #8)		
1204 City/County tax/stamps	$	$			
1205 State tax/stamps	$	$			
1206					
1207.					
1300. Additional Settlement Charges					
1301 Required services that you can shop for			(from GFE #6)		
1302 Due on #77-086101-3	to First Palmetto Savings Bank, FSB		$ Park Central Site #4	1,055.60	
1303 Due on #75-085362-2	to First Palmetto Savings Bank, FSB		$ Lot 5 Medical Park Dr	3,279.00	
1304. Due on #75-086869-5	to First Palmetto Savings Bank, FSB		$ 15 Exchange Dr	5,998.04	
1305 Due on #80-087148-3	to First Palmetto Savings Bank, FSB		$ Unsecured	493.00	
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				11,926.39	

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.

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

Includes property at
Lot 5 Medical Park Dr, Hartsville, SC 29550- Darlington County
and
15 Exchange Dr, Lugoff, SC 29078- Kershaw County

HUD-1 Attachment

Borrower(s): SCENT Land Holdings, LLC
PO Box 520
Lugoff, SC 29078
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: September 26, 2011
Property Location: Park Central Site #4
Columbia, SC 29203-0000
Richland County, South Carolina

Title Services and Lender's Title Insurance Details		BORROWER	SELLER
Attorney Fee to Savage, Royall & Sheheen, L L P		750.00	
Update/Hartsville Co Property to Savage, Royall & Sheheen, L.L P		200.00	
Title Update/ Lot #4, Park Central to Pro Title Services, Corp	Inv #20071354C-13217	150 75	
	Total	$ 1,100.75	$ 0.00

Vol
SCENT.
@

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.

(022778B PFD/022778B/1)

GUARANTY

ADDITIONAL PROVISIONS

CAMDEN (City), SOUTH CAROLINA (State)

JULY 06, 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 LANDHOLDINGS, 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 DYER

ROBERT PUCHALSKI

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

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness, (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor, (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of the Borrower to Lender have been paid in full, the Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefit of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender. This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of Lender's acceptance hereof.

©Bankers Systems, Inc., St. Cloud, MN 56301 FORM M-240 9/7/2005 (For Corporate Guarantor use M-250)

Plaintiffs' Ex 0283.206

OMB NO. 2502-0265

A	B TYPE OF LOAN
U S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT	1 [ ] FHA 2 [ ] FmHA 3 [X] CONV. UNINS. 4 [ ] VA 5 [ ] CONV INS
SETTLEMENT STATEMENT	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.*

1 0 3/98 (022840B sfd/0228408/55)

D. NAME AND ADDRESS OF BORROWER:	E. NAME AND ADDRESS OF SELLER:	F NAME AND ADDRESS OF LENDER:
SCENT Land Holdings, LLC 1165 Highway 1 South Lugoff, SC 29078		First Palmetto Savings Bank, FSB P O Box 861 Camden, SC 29021

G PROPERTY LOCATION	H SETTLEMENT AGENT: 57-0399929	I. SETTLEMENT DATE
2 acres off US Hwy 601 Lugoff, SC 29078 Kershaw County, South Carolina	Savage, Royall & Sheheen, L L P PLACE OF SETTLEMENT PO Drawer 10, 1111 Church St. Camden, SC 29020	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)		[1,796,316 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 (3-86) RESPA, HB4305 2

L. SETTLEMENT CHARGES

	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
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 Wateree 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 Wateree 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/Stamps Deed ; Mortgage		
1203 State Tax/Stamps: Revenue Stamps , 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.

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

Certified to be a true copy

(022840B / 022840B / 55)

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 (3-86) RESPA, HB4305.2

OMB NO. 2502-0265

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.

10 3/98 (022840 PFDOZ2540/26)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
SCENT Land Holdings, LLC 1165 Highway 1 South Lugoff, SC 29078	Eastern Land & Timber Company, LLP 514 Walnut St Camden, SC 29020	First Palmetto Savings Bank, FSB P O Box 861 Camden, SC 29021

G PROPERTY LOCATION	H SETTLEMENT AGENT 57-0399929	I SETTLEMENT DATE
1 00 acre off US Hwy 601 Lugoff, SC 29078 Kershaw County, South Carolina	Savage, Royall & Sheheen, L.L P PLACE OF SETTLEMENT PO Drawer 10, 1111 Church St Camden, SC 29020	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)	72,100 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

HUD-1 (3-86) RESPA HS43052

L. SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price $ 200,000.00 @ 10.0000 %	20,000.00		
Division of Commission (line 700) as Follows			
701 $20,000.00 to Conder 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			
603 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/Stamps Deed Mortgage			
1203 State Tax/Stamps 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 addt'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 / 26)

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower:	SCENT Land Holdings, LLC
Seller:	Eastern Land & Timber Company, LLP
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.	March 3, 2009
Property Location.	1 00 acre 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 Ruchalski Manager

BY _____
Orville Dyce, Manager

Eastern Land & Timber Company, LLP

BY _____
R Justin Conder, Managing Partner

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

Plaintiffs' Ex 0283.212

ADDITIONAL DISBURSEMENTS EXHIBIT

Borrower: SCENT Land Holdings, LLC
Seller: Eastern Land & Timber Company, LLP
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: March 3, 2009
Property Location: 1 00 acre off US Hwy 601
Lugoff, SC 29078
Kershaw County, South Carolina

PAYEE/DESCRIPTION	NOTE/REF NO	BORROWER	SELLER
Anne S. Conder, Escrow Account Escrow- Road/Island work			50,000.00
Total Additional Disbursements shown on Line 1305		S 0.00	S 50,000.00

(022840 PFD/022840/26)

OMB NO. 2502-0265

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: 022840A | 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 D 3/98 (022840A PFD/022840A/6)

D NAME AND ADDRESS OF BORROWER	E NAME AND ADDRESS OF SELLER	F NAME AND ADDRESS OF LENDER
SCENT Land Holdings, LLC 1165 Highway 1 South Lugoff, SC 29078	Eastern Land & Timber Company, LLP 514 Walnut St Camden, SC 29020 TIN 26-3791085	First Palmetto Savings Bank, FSB P O Box 861 Camden, SC 29021

G PROPERTY LOCATION	H SETTLEMENT AGENT 57-0399929	I SETTLEMENT DATE
1+- acre off US Hwy 601 Lugoff, SC 29078 Kershaw County, South Carolina	Savage, Royall & Sheheen, L L P PLACE OF SETTLEMENT PO Drawer 10, 1111 Church St Camden, SC 29020	July 6, 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		125,000 00	401 Contract Sales Price		125,000 00
102 Personal Property			402 Personal Property		
103 Settlement Charges to Borrower (Line 1400)		2,205 75	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		127,205 75	*420 GROSS AMOUNT DUE TO SELLER*		125,000 00
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)		125,000 00	502 Settlement Charges to Seller (Line 1400)		8,087 50
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 broker		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	01/01/09 to 07/07/09	0 76	511. County Taxes	01/01/09 to 07/07/09	0 76
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		130,000 76	520 TOTAL REDUCT AMT DUE SELLER		13,088 26
300. CASH AT SETTLEMENT FROM/TO BORROWER:			**600. CASH AT SETTLEMENT TO/FROM SELLER**		
301 Gross Amount Due From Borrower (Line 120)		127,205 75	601. Gross Amount Due To Seller (Line 420)		125,000 00
302. Less Amount Paid By/For Borrower (Line 220)		(130,000 76)	602 Less Reductions Due Seller (Line 520)		(13,088 26)
303 CASH (FROM) (X TO) BORROWER		2,795 01	*603 CASH (X TO) (FROM) SELLER*		111,911 74

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Plaintiffs' Ex 0283.214

L. SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price $ 125,000 00 @ 10 0000 % = 12,500 00			
Division of Commission (line 700) as Follows			
701 $12 500 00 to Conder Realty	Less Deposit Retained 5 000 00		
702 $ to			
703 Commission Paid at Settlement			7,500 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 Bank 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 07/06/09 to 08/01/09 @ $ /day (26 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		100 00	
1104 Title Insurance Binder to			
1105 Document Preparation to Anne S Conder, Attorney at Law			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 Wateree Abstract Company		318 75	
(includes above item numbers)			
1109 Lender's Coverage $			
1110 Owner's Coverage $ 125,000 00	318 75		
1111			
1112			
1113			
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201 Recording Fees Deed $ 12 00, Mortgage $ 15 00,	Releases $	27 00	
1202 City/County Tax/Stamps Deed	Mortgage		
1203 State Tax/Stamps Revenue Stamps	462 50, Mortgage		462 50
1204 Plat Approval to Kershaw County		10 00	
1205 Record Plat to Kershaw County Register of Deeds		5 00	
1300. ADDITIONAL SETTLEMENT CHARGES			
1301 Survey to Robert H Lackey Surveying, Inc		395 00	
1302 Pest Inspection to			
1303.TOPO Survey on adjoining to Robert H Lackey Surveying, Inc		750 00	
1304			
1305			
1400 TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		2,205 75	8,087 50

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

(022640A / 022640A / 6)

Plaintiffs' Ex 0283.215

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower	SCENT Land Holdings, LLC
Seller	Eastern Land & Timber Company, LLP
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	July 6, 2009
Property Location	1+- acre 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

BY _____
Orville Dyce, Manager

Eastern Land & Timber Company, LLP

BY _____
B Justin Conder, Managing Partner

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 (3-86) RESPA, 54305 2

RECEIPT OF SETTLEMENT STATEMENT

022840-SRS/JGJ TP

Instrument 201000003380 OR | Volume 2667 | Page 296

201000003380
Filed for Record in
KERSHAW COUNTY SC
BILLIE MCLEOD, REGISTER
05-07-2010 At 12:30:54 pm.
MORTGAGE 15.00
OR Volume 2667 Page 296 - 304

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 (County) at HIGHWAY 601 (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 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.

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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.

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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

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Plaintiffs' Ex 0283.219

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

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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

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Plaintiffs' Ex 0283.221

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").

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☐ **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 LAND HOLDINGS, LLC

_____ (Seal)
(Signature) ROBERT PUCHALSKI , Manager (Date)

_____ (Seal)
(Signature) (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.

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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.

Notary Public for South Carolina

My commission expires: 4-17-17

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EXHIBIT A

Parcel 1:
All that certain piece, parcel or lot of land, with any improvements thereton, 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

Plaintiffs' Ex 0283.225

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

CERTIFIED TO BE TRUE COPY OF ORIGINAL INSTRUMENT
NOTARY PUBLIC OF SC
MY COMMISSION EXPIRES 4-10-12

The property is located in KERSHAW (County) at HIGHWAY 601

(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 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

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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 in 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.

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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

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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

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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

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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").

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Plaintiffs' Ex 0283.231

☐ **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 LAND HOLDINGS, LLC

_____ (Seal)
(Signature) ROBERT PUCHALSKI , Manager (Date)

_____ (Seal)
(Signature) (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 5TH day

of MAY, 2010

Notary Public for South Carolina

My commission expires 4-17-13

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EXHIBIT A

Parcel 1:
All that certain piece, parcel or lot of land, with any improvements thereton, 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

Plaintiffs' Ex 0283.234

D22340
SRS-JGS

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 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

CERTIFIED TO BE TRUE COPY OF ORIGINAL INSTRUMENT
NOTARY PUBLIC OF SC
MY COMMISSION EXPIRES 4-10-10

The property is located in Kershaw (County) at 1 ACRE (PARCEL "B")
(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 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

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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, 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 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

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Plaintiffs' Ex 0283.236

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

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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

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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.

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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")

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☐ **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 (Date) (Seal)

(Signature) ORVILLE DYCE (Date) (Seal)

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

Notary Public for South Carolina

My commission expires. 3/2/14

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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 ____ at page ____; 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 6th, 2009 and recorded in the office of the Register of Deeds for Kershaw County in Book _____ at page _____.

TMS #portion of 309-00-00-032

Plaintiffs' Ex 0283.243

This document was prepared by (name, address, phone)
FIRST PALMETTO SAVINGS BANK, FSB
407 DEKALB STREET
CAMDEN, SC 29020

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 03-03-2009 and the parties and their addresses are as follows:

MORTGAGOR. SCENT LAND HOLDINGS, LLC.
1165 HWY 1 S
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 ATTACHED EXHIBIT A

CERTIFIED TO BE TRUE COPY OF ORIGINAL INSTRUMENT
NOTARY PUBLIC OF SC
MY COMMISSION EXPIRES: 4-17-12

The property is located in KERSHAW (County) at 1 ACRE OF LAND
(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 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.

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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 $ 200,000.00 . 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, 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: $200,000.00
      NOTE DATE: 03-03-2009
      MATURITY: 09-03-2009
      RATE: 5.00%

   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.

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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

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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

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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.

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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").

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Plaintiffs' Ex 0283.249

☐ **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 LAND HOLDINGS, LLC.

_____ (Seal)
(Signature) ROBERT PUCHALSKI, MANAGER (Date)

_____ (Seal)
(Signature) ORVILLE DYCE, MANAGER (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 3RD day

of MARCH, 2009

Notary Public for South Carolina

My commission expires 3/2/14

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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. 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 ____ at page ____; 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 86 115' 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 5, 2009 and recorded in the office of the Register of Deeds for Kershaw County in Book _____ at page _____.

TMS #portion of 309-00-00-032

Plaintiffs' Ex 0283.252

022840-SRS/JGJ TP
Instrument Volume Page
201000003381 OR 2667 305

201000003381
Filed for Record in
KERSHAW COUNTY SC
BILLIE MCLEOD, REGISTER,
05-07-2010 At 12:31:18 pm.
ASSIGNMENT 13.00
OR Volume 2667 Page 305 - 312

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 BK 2667 PG 296

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
1165 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 #390-00-00-032

SEE ATTACHED EXHIBIT A

The Property is located in KERSHAW County at HIGHWAY 601, LUGOFF, SC 29078 (Address, City, State, ZIP Code).

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.

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C **Name and Place of Business.** Other than previously disclosed in writing to Lender, Assignor has not changed Assignor's name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Assignor does not and will not use any other name and will preserve Assignor's existing name, trade names and franchises

D **Ownership or Lease of Property.** Assignor owns or leases all property that Assignor needs to conduct Assignor's business and activities. All of Assignor's property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those Lender previously agreed to in writing.

E. **Compliance with Laws.** Assignor is not violating any laws, regulations, rules, orders, judgments or decrees applicable to Assignor or Assignor's property, except for those that Assignor is challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should Assignor lose.

F **Title.** Assignor has good title to the Leases, Rents and Property and the right to assign, grant, bargain, convey and mortgage to Lender as additional security the Leases and Rents, and no other person has any right in the Leases and Rents

G. **Recordation.** Assignor has recorded the Leases as required by law or as otherwise prudent for the type and use of the Property

H. **Default.** 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. Assignor, 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 Assignor or any party to the Lease defaults or fails to observe any applicable law, Assignor will promptly notify Lender.

I **Lease Modification.** Assignor has not sublet, modified, extended, canceled, or otherwise altered the Leases, or accepted the surrender of the Property covered by the Leases (unless the Leases so required).

J. ***Encumbrance.*** *Assignor has not assigned, compromised, subordinated or encumbered the Leases and Rents*

8. **COVENANTS.** Assignor agrees to the following covenants

A. **Rent Abatement and Insurance.** When any Lease provides for an abatement of Rents due to fire, flood or other casualty, Assignor will insure against this risk of loss with a policy satisfactory to Lender. Assignor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

B. **Copies of Leases.** Assignor 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.

C **Right to Rents.** Immediately after the execution of this Assignment, Assignor will notify all current and future tenants and others obligated under the Leases of Lender's right to the Leases and Rents, and will request that they immediately pay all future Rents directly to Lender when Assignor or Lender asks them to do so.

D. **Accounting.** When Lender requests, Assignor will provide to Lender an accounting of Rents, prepared in a form acceptable to Lender, subject to generally accepted accounting principles and certified by Assignor or Assignor's accountant to be current, accurate and complete as of the date requested by Lender

E. **Lease Modification.** Assignor 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 required) without Lender's written consent.

F **Encumbrance.** Assignor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent.

G. **Future Leases.** Assignor will not enter into any future Leases without prior written consent from Lender Assignor will *execute and deliver such further assurances and assignments as to these future Leases as Lender requires* from time to time.

H. **Personal Property.** Assignor will not sell or remove any personal property on the Property, unless Assignor replaces this personal property with like kind for the same or better value

I. **Prosecution and Defense of Claims.** Assignor will appear in and prosecute its claims or defend its title to the Leases and Rents against any claims that would impair Assignor's interest under this Assignment and, on Lender's request, Assignor will also appear in any action or proceeding on behalf of Lender. Assignor agrees to assign to Lender, as requested by Lender, any right, claims or defenses which Assignor may have against parties who supply labor or materials to improve or maintain the leaseholds subject to the Leases and/or the Property

J. **Liability and Indemnification.** 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 or damages due to Lender's gross negligence or intentional torts to the extent permitted by law. Otherwise, Assignor 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

K. **Leasehold Estate.** Assignor will not cause or permit the leasehold estate under the Leases to merge with Assignor's reversionary interest, and agrees that the Leases shall remain in full force and effect regardless of any merger of the Assignor's interests and of any merger of the interests of Assignor and any party obligated under the Leases.

L. **Insolvency.** Lender will be the creditor of each tenant and of anyone else obligated under the Leases who is subject to an assignment for the benefit of creditors, an insolvency, a dissolution or a receivership proceeding, or a bankruptcy.

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Plaintiffs' Ex 0283.255

9. **TRANSFER OF AN INTEREST IN THE ASSIGNOR.** If Assignor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
   A. A beneficial interest in Assignor is sold or transferred.
   B There is a change in either the identity or number of members of a partnership or similar entity.
   C 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 Assignment.

10. **DEFAULT.** Assignor will be in default if any of the following occur with regard to the Secured Debts that are secured by this Assignment:
   A **Payments.** Assignor fails to make a payment in full when due.
   B ***Insolvency or Bankruptcy.*** *Assignor makes an assignment for the benefit of creditors or becomes insolvent, either* because Assignor's liabilities exceed Assignor's assets or Assignor is unable to pay Assignor's debts as they become due, or Assignor petitions for protection under federal, state or local bankruptcy, insolvency or debtor relief laws, or is the subject of a petition or action under such laws and fails to have the petition or action dismissed within a reasonable period of time not to exceed 60 days.
   C **Death or Incompetency.** If Assignor is an individual, Assignor dies or is declared legally incompetent.
   D. **Business Termination.** If Assignor is not an individual, Assignor merges, dissolves, reorganizes or ends its business or existence, or a partner or majority owner dies or is declared legally incompetent
   E. **Failure to Perform.** Assignor fails to perform any condition or to keep any promise or covenant of this Assignment, any other document evidencing or pertaining to the Loan, or any other debt or agreement Assignor has with Lender
   F **Misrepresentation.** Assignor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided
   G. **Property Transfer.** Assignor transfers all or a substantial part of Assignor's money or property.
   H ***Property Value.*** *The value of the Property declines or is impaired.*
   I **Name Change.** Assignor changes Assignor's name or assumes an additional name without notifying Lender before making such a change.
   J· **Material Change.** Without first notifying Lender, there is a material change in Assignor's business, including ownership, management, and financial conditions
   K. **Insecurity.** Lender reasonably believes that Lender is insecure

11. **REMEDIES.** After Assignor defaults, and after Lender gives any legally required notice and opportunity to cure the default, Lender may at Lender's option do any one or more of the following
   A **Acceleration.** Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due.
   B. **Additional Security.** Lender may demand additional security or additional parties to be obligated to pay the Secured Debts.
   C. **Sources.** Lender may use any and all remedies Lender has under the state law where the Property is located or federal law or in any instrument evidencing or pertaining to the Secured Debts.
   D. **Insurance Benefits.** Lender may make a claim for any and all insurance benefits or refunds that may be available on Assignor's default
   E. **Payments Made On Assignor's Behalf.** Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.
   F **Rents.** Lender may terminate Assignor's right to collect Rents and directly collect and retain Rents in Lender's name without taking possession of the Property and to demand, collect, receive, and sue for the Rents, giving proper receipts and releases. In addition, after deducting all reasonable expenses of collection from any collected and retained Rents, Lender may apply the balance as provided for by the Secured Debts.
   G **Entry.** Lender may enter, take possession, manage and operate all or any part of the Property; make, modify, enforce or cancel or accept the surrender of any Leases, obtain or evict any tenants and licensees; increase or reduce Rents, decorate, clean and make repairs or do any other act or incur any other cost Lender deems proper to protect the Property as fully as Assignor could do. Any funds collected from the operation of the Property may be applied in such order as Lender may deem proper, including, but not limited to, payment of the following operating expenses, management, brokerage, attorneys' and accountants' fees, the Secured Debts, and toward the maintenance of reserves for repair or replacement Lender may take such action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, or receiver to be appointed by a court, and irrespective of Assignor's possession The collection and application of the Rents or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any notice of default under the Secured Debts, this Assignment, or invalidate any act pursuant to such notice. The enforcement of such remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that such collection and application of Rents may have cured the original default.

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H Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up any other remedy. You do not waive a default if you choose not to use a remedy By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. **APPOINTMENT OF A RECEIVER.** On or after an Assignor's default, Assignor agrees to Lender making an application to the court for an appointment of a receiver for the benefit of Lender to take possession of the Property and the Leases, with the power to receive, collect and apply the Rents. Any Rents collected will be applied as the court authorizes to pay taxes, to provide insurance, to make repairs and to pay costs or any other expenses relating to the Property, the Leases and Rents, and any remaining sums shall be applied to the Secured Debts Assignor agrees that this appointment of a receiver may be without giving bond, without reference to the then-existing value of the Property, and without regard to the insolvency of any person liable for any of the Secured Debts

13. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** To the extent permitted by law, Assignor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Assignment Unless the applicable law that governs this Assignment is North Dakota, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. These expenses will bear interest from the date of payment until paid in full at the contract interest rate then in effect for the Loan To the extent permitted by the United States Bankruptcy Code, Assignor agrees to pay the reasonable attorneys' fees Lender incurs to collect this Assignment as awarded by any court exercising jurisdiction under the Bankruptcy Code.

14. **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," "hazardous substance," or "regulated substances" under any Environmental Law

Assignor represents, warrants and agrees that

A Except as previously disclosed and acknowledged in writing to Lender, 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 Except as previously disclosed and acknowledged in writing to Lender, Assignor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C Assignor 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, Assignor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Assignor 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 Assignor or any tenant of any Environmental Law. Assignor will immediately notify Lender in writing as soon as Assignor 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 Except as previously disclosed and acknowledged in writing to Lender, Assignor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law

F. Except as previously disclosed and acknowledged in writing to Lender, 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 Assignor 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. Assignor 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 Assignor and any tenant are in compliance with applicable Environmental Law.

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I. Upon Lender's request and at any time, Assignor agrees, at Assignor'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 Assignor's obligations under this section at Assignor's expense

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Assignor 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 to the extent permitted by law, 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 Assignment and in return Assignor will provide Lender with collateral of at least equal value to the Property secured by this Assignment without prejudice to any of Lender's rights under this Assignment

L Notwithstanding any of the language contained in this Assignment to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Assignment 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

15. TERM. This Assignment will remain in full force and effect until the Secured Debts are paid or otherwise discharged and Lender is no longer obligated to advance funds under any loan or credit agreement which is a part of the Secured Debts. If any or all payments of the Secured Debts are subsequently invalidated, declared void or voidable, or set aside and are required to be repaid to a trustee, custodian, receiver or any other party under any bankruptcy act or other state or federal law, then the Secured Debts will be revived and will continue in full force and effect as if this payment had not been made.

16. CO-SIGNERS. If Assignor signs this Assignment but does not sign the Secured Debts, Assignor does so only to assign Assignor's interest in the Property to secure payment of the Secured Debts and Assignor does not agree to be personally liable on the Secured Debts. If this Assignment secures a guaranty between Lender and Assignor, Assignor agrees to waive any rights that may prevent Lender from bringing any action or claim against Assignor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

17. WAIVERS. Except to the extent prohibited by law, Assignor waives all homestead exemption rights relating to the Property.

18. U.C.C. PROVISIONS.

☒ **Construction Loan.** This Assignment secures an obligation incurred for the construction of an improvement on the Property

19. OTHER TERMS. If checked, the following are applicable to this Assignment

☐ **Line of Credit.** The Secured Debts include a revolving line of credit provision Although the Secured Debts may be reduced to a zero balance, this Assignment will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender

☐ **Additional Terms.**

20. APPLICABLE LAW. This Assignment is governed by the laws of South Carolina, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

21. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor Lender may sue each Assignor individually or together with any other Assignor. Lender may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property. The duties and benefits of this Assignment will bind and benefit the successors and assigns of Lender and Assignor

22. AMENDMENT, INTEGRATION AND SEVERABILITY. This Assignment may not be amended or modified by oral agreement No amendment or modification of this Assignment is effective unless made in writing and executed by Assignor and Lender. This Assignment is the complete and final expression of the agreement. If any provision of this

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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)

_____ (Seal)
(Signature) ROBERT PUCHALSKI , Manager

_____ (Seal)
(Signature)

Signed, sealed and delivered in the presence of

_____
(Witness)

_____
(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

_____ (Seal)
Notary Public for South Carolina

_____

My commission expires 4-17-13

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EXHIBIT A

Parcel 1:
All that certain piece, parcel or lot of land, with any improvements thereton, 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

Plaintiffs' Ex 0283.260

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
1165 HIGHWAY 1 SOUTH, SUITE 300
LUGOFF, SC 29078

CERTIFIED TO BE TRUE COPY OF ORIGINAL INSTRUMENT. NOTARY PUBLIC OF SC MY COMMISSION EXPIRES 4-17-18

☐ 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 #390-00-00-032

SEE ATTACHED EXHIBIT A

The Property is located in KERSHAW County at HIGHWAY 601, LUGOFF, SC 29078 (Address, City, State, ZIP Code).

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.

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C. **Name and Place of Business.** Other than previously disclosed in writing to Lender, Assignor has not changed Assignor's name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Assignor does not and will not use any other name and will preserve Assignor's existing name, trade names and franchises.

D. **Ownership or Lease of Property.** Assignor owns or leases all property that Assignor needs to conduct Assignor's business and activities All of Assignor's property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those Lender previously agreed to in writing.

E. **Compliance with Laws.** Assignor is not violating any laws, regulations, rules, orders, judgments or decrees applicable to Assignor or Assignor's property, except for those that Assignor is challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should Assignor lose

F. **Title.** Assignor has good title to the Leases, Rents and Property and the right to assign, grant, bargain, convey and mortgage to Lender as additional security the Leases and Rents, and no other person has any right in the Leases and Rents.

G. **Recordation.** Assignor has recorded the Leases as required by law or as otherwise prudent for the type and use of the Property

H. **Default.** 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. Assignor, 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 Assignor or any party to the Lease defaults or fails to observe any applicable law, Assignor will promptly notify Lender

I. **Lease Modification.** Assignor has not sublet, modified, extended, canceled, or otherwise altered the Leases, or accepted the surrender of the Property covered by the Leases (unless the Leases so required).

J **Encumbrance.** Assignor has not assigned, compromised, subordinated or encumbered the Leases and Rents

8. **COVENANTS.** Assignor agrees to the following covenants

A **Rent Abatement and Insurance.** When any Lease provides for an abatement of Rents due to fire, flood or other casualty, Assignor will insure against this risk of loss with a policy satisfactory to Lender Assignor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

B. **Copies of Leases.** Assignor 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.

C. **Right to Rents.** Immediately after the execution of this Assignment, Assignor will notify all current and future tenants and others obligated under the Leases of Lender's right to the Leases and Rents, and will request that they immediately pay all future Rents directly to Lender when Assignor or Lender asks them to do so.

D. **Accounting.** When Lender requests, Assignor will provide to Lender an accounting of Rents, prepared in a form acceptable to Lender, subject to generally accepted accounting principles and certified by Assignor or Assignor's accountant to be current, accurate and complete as of the date requested by Lender.

E. **Lease Modification.** Assignor 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 required) without Lender's written consent.

F. **Encumbrance.** Assignor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent

G. **Future Leases.** Assignor will not enter into any future Leases without prior written consent from Lender. Assignor will execute and deliver such further assurances and assignments as to these future Leases as Lender requires from time to time

H. **Personal Property.** Assignor will not sell or remove any personal property on the Property, unless Assignor replaces this personal property with like kind for the same or better value

I **Prosecution and Defense of Claims.** Assignor will appear in and prosecute its claims or defend its title to the Leases and Rents against any claims that would impair Assignor's interest under this Assignment and, on Lender's request, Assignor will also appear in any action or proceeding on behalf of Lender. Assignor agrees to assign to Lender, as requested by Lender, any right, claims or defenses which Assignor may have against parties who supply labor or materials to improve or maintain the leaseholds subject to the Leases and/or the Property.

J. **Liability and Indemnification.** 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 or damages due to Lender's gross negligence or intentional torts to the extent permitted by law. Otherwise, Assignor 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.

K. **Leasehold Estate.** Assignor will not cause or permit the leasehold estate under the Leases to merge with Assignor's reversionary interest, and agrees that the Leases shall remain in full force and effect regardless of any merger of the Assignor's interests and of any merger of the interests of Assignor and any party obligated under the Leases.

L **Insolvency.** Lender will be the creditor of each tenant and of anyone else obligated under the Leases who is subject to an assignment for the benefit of creditors, an insolvency, a dissolution or a receivership proceeding, or a bankruptcy

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9. **TRANSFER OF AN INTEREST IN THE ASSIGNOR.** If Assignor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if.
   A. A beneficial interest in Assignor is sold or transferred
   B There is a change in either the identity or number of members of a partnership or similar entity
   C 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 Assignment

10. **DEFAULT.** Assignor will be in default if any of the following occur with regard to the Secured Debts that are secured by this Assignment
   A. **Payments.** Assignor fails to make a payment in full when due
   B. **Insolvency or Bankruptcy.** Assignor makes an assignment for the benefit of creditors or becomes insolvent, either because Assignor's liabilities exceed Assignor's assets or Assignor is unable to pay Assignor's debts as they become due; or Assignor petitions for protection under federal, state or local bankruptcy, insolvency or debtor relief laws, or is the subject of a petition or action under such laws and fails to have the petition or action dismissed within a reasonable period of time not to exceed 60 days.
   C **Death or Incompetency.** If Assignor is an individual, Assignor dies or is declared legally incompetent
   D. **Business Termination.** If Assignor is not an individual, Assignor merges, dissolves, reorganizes or ends its business or existence, or a partner or majority owner dies or is declared legally incompetent
   E **Failure to Perform.** Assignor fails to perform any condition or to keep any promise or covenant of this Assignment, any other document evidencing or pertaining to the Loan, or any other debt or agreement Assignor has with Lender.
   F. **Misrepresentation.** Assignor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided
   G. **Property Transfer.** Assignor transfers all or a substantial part of Assignor's money or property.
   H. **Property Value.** The value of the Property declines or is impaired.
   I. **Name Change.** Assignor changes Assignor's name or assumes an additional name without notifying Lender before making such a change.
   J. **Material Change.** Without first notifying Lender, there is a material change in Assignor's business, including ownership, management, and financial conditions.
   K **Insecurity.** Lender reasonably believes that Lender is insecure.

11. **REMEDIES.** After Assignor defaults, and after Lender gives any legally required notice and opportunity to cure the default, Lender may at Lender's option do any one or more of the following
   A **Acceleration.** Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due
   B. **Additional Security.** Lender may demand additional security or additional parties to be obligated to pay the Secured Debts.
   C. **Sources.** Lender may use any and all remedies Lender has under the state law where the Property is located or federal law or in any instrument evidencing or pertaining to the Secured Debts
   D **Insurance Benefits.** Lender may make a claim for any and all insurance benefits or refunds that may be available on Assignor's default.
   E. **Payments Made On Assignor's Behalf.** Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts
   F. **Rents.** Lender may terminate Assignor's right to collect Rents and directly collect and retain Rents in Lender's name without taking possession of the Property and to demand, collect, receive, and sue for the Rents, giving proper receipts and releases. In addition, after deducting all reasonable expenses of collection from any collected and retained Rents, Lender may apply the balance as provided for by the Secured Debts.
   G **Entry.** Lender may enter, take possession, manage and operate all or any part of the Property, make, modify, enforce or cancel or accept the surrender of any Leases, obtain or evict any tenants and licensees, increase or reduce Rents; decorate, clean and make repairs or do any other act or incur any other cost Lender deems proper to protect the Property as fully as Assignor could do. Any funds collected from the operation of the Property may be applied in such order as Lender may deem proper, including, but not limited to, payment of the following operating expenses, management, brokerage, attorneys' and accountants' fees, the Secured Debts, and toward the maintenance of reserves for repair or replacement. Lender may take such action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, or receiver to be appointed by a court, and irrespective of Assignor's possession. The collection and application of the Rents or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any notice of default under the Secured Debts, this Assignment, or invalidate any act pursuant to such notice The enforcement of such remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that such collection and application of Rents may have cured the original default.

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H. **Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up any other remedy. You do not waive a default if you choose not to use a remedy By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. **APPOINTMENT OF A RECEIVER.** On or after an Assignor's default, Assignor agrees to Lender making an application to the court for an appointment of a receiver for the benefit of Lender to take possession of the Property and the Leases, with the power to receive, collect and apply the Rents. Any Rents collected will be applied as the court authorizes to pay taxes, to provide insurance, to make repairs and to pay costs or any other expenses relating to the Property, the Leases and Rents, and any remaining sums shall be applied to the Secured Debts Assignor agrees that this appointment of a receiver may be without giving bond, without reference to the then-existing value of the Property, and without regard to the insolvency of any person liable for any of the Secured Debts.

13. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** To the extent permitted by law, Assignor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Assignment Unless the applicable law that governs this Assignment is North Dakota, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. These expenses will bear interest from the date of payment until paid in full at the contract interest rate then in effect for the Loan To the extent permitted by the United States Bankruptcy Code, Assignor agrees to pay the reasonable attorneys' fees Lender incurs to collect this Assignment as awarded by any court exercising jurisdiction under the Bankruptcy Code.

14. **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," "hazardous substance," or "regulated substances" under any Environmental Law.

Assignor represents, warrants and agrees that.

A. Except as previously disclosed and acknowledged in writing to Lender, 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. Except as previously disclosed and acknowledged in writing to Lender, Assignor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
C. Assignor 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, Assignor will take all necessary remedial action in accordance with Environmental Law.
D Except as previously disclosed and acknowledged in writing to Lender, Assignor 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 Assignor or any tenant of any Environmental Law. Assignor will immediately notify Lender in writing as soon as Assignor 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 Except as previously disclosed and acknowledged in writing to Lender, Assignor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
F. Except as previously disclosed and acknowledged in writing to Lender, 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. Assignor 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. Assignor 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 Assignor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Assignor agrees, at Assignor'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 Assignor's obligations under this section at Assignor's expense

K As a consequence of any breach of any representation, warranty or promise made in this section, (1) Assignor 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 to the extent permitted by law, 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 Assignment and in return Assignor will provide Lender with collateral of at least equal value to the Property secured by this Assignment without prejudice to any of Lender's rights under this Assignment.

L Notwithstanding any of the language contained in this Assignment to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Assignment 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

15. **TERM.** This Assignment will remain in full force and effect until the Secured Debts are paid or otherwise discharged and Lender is no longer obligated to advance funds under any loan or credit agreement which is a part of the Secured Debts. If any or all payments of the Secured Debts are subsequently invalidated, declared void or voidable, or set aside and are required to be repaid to a trustee, custodian, receiver or any other party under any bankruptcy act or other state or federal law, then the Secured Debts will be revived and will continue in full force and effect as if this payment had not been made

16. **CO-SIGNERS.** If Assignor signs this Assignment but does not sign the Secured Debts, Assignor does so only to assign Assignor's interest in the Property to secure payment of the Secured Debts and Assignor does not agree to be personally liable on the Secured Debts If this Assignment secures a guaranty between Lender and Assignor, Assignor agrees to waive any rights that may prevent Lender from bringing any action or claim against Assignor or any party indebted under the obligation These rights may include, but are not limited to, any anti-deficiency or one-action laws

17. **WAIVERS.** Except to the extent prohibited by law, Assignor waives all homestead exemption rights relating to the Property.

18. **U.C.C. PROVISIONS.**

☒ **Construction Loan.** This Assignment secures an obligation incurred for the construction of an improvement on the Property.

19. **OTHER TERMS.** If checked, the following are applicable to this Assignment

☐ **Line of Credit.** The Secured Debts include a revolving line of credit provision Although the Secured Debts may be reduced to a zero balance, this Assignment will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

☐ **Additional Terms.**

20. **APPLICABLE LAW.** This Assignment is governed by the laws of South Carolina, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America

21. **JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor. Lender may sue each Assignor individually or together with any other Assignor. Lender may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property. The duties and benefits of this Assignment will bind and benefit the successors and assigns of Lender and Assignor

22. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Assignment may not be amended or modified by oral agreement No amendment or modification of this Assignment is effective unless made in writing and executed by Assignor and Lender This Assignment is the complete and final expression of the agreement. If any provision of this

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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)

_____ (Seal)
(Signature) ROBERT PUCHALSKI , Manager

_____ (Seal)
(Signature)

Signed, sealed and delivered in the presence of

_____
(Witness)

_____
(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.

_____ (Seal)
Notary Public for South Carolina

_____

My commission expires: 4-17-13

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EXHIBIT A

Parcel 1:
All that certain piece, parcel or lot of land, with any improvements thereton, 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

Plaintiffs' Ex 0283.268

Control Agreement

Agreement Date 02-17-2010

Secured Party
FIRST PALMETTO SAVINGS BANK, FSB
407 DEKALB STREET
CAMDEN, SC 29020

Debtor
☒ Securities Intermediary
☐ Commodity Intermediary
☐ Issuer

Control

☒ Securities Intermediary agrees to comply with entitlement orders originated by Secured Party without further consent by Debtor. Debtor agrees that Securities Intermediary is not liable for complying with entitlement orders issued by Secured Party. Debtor retains the right to make substitutions for the Investment Property, to originate instructions to Securities Intermediary, or otherwise deal with the Investment Property until Secured Party notifies Securities Intermediary in writing to the contrary. Secured Party agrees that Securities Intermediary is not liable for complying with entitlement orders before Secured Party notifies Securities Intermediary to the contrary. Debtor is not permitted to withdraw any of the Investment Property or its proceeds without Secured Party's prior written consent. Securities Intermediary will not permit any other individual or entity to obtain control of the Investment Property described in the Property Description section. Securities Intermediary subordinates any security interest it may have to Secured Party's security interest in the Investment Property described in the Property Description section.

☐ Commodity Intermediary agrees to apply any values distributed on account of the Investment Property as directed by Secured Party without further consent by Debtor. Debtor agrees that Commodity Intermediary is not liable for complying with Secured Party's request to deal with the Investment Property. Debtor retains the right to make substitutions for the Investment Property or otherwise deal with the Investment Property until Secured Party notifies Commodity Intermediary in writing to the contrary. Secured Party agrees that Commodity Intermediary is not liable for complying with Debtor's requests to deal with the Investment Property before Secured Party notifies Commodity Intermediary to the contrary. Debtor is not permitted to withdraw any of the Investment Property or its proceeds without Secured Party's prior written consent. Commodity Intermediary will not permit any other individual or entity to obtain control of the Investment Property described in the Property Description section. Commodity Intermediary subordinates any security interest it may have to Secured Party's security interest in the Investment Property described in the Property Description section.

☐ Issuer agrees to comply with instructions originated by Secured Party without further consent by Debtor. Debtor agrees that Issuer is not liable for complying with instructions issued by Secured Party. Debtor retains the right to make substitutions for the Investment Property, to originate instructions to the Issuer, or otherwise deal with the Investment Property until Secured Party notifies Issuer in writing to the contrary. Secured Party agrees that Issuer is not liable for complying with Debtor's instructions before Secured Party notifies Issuer to the contrary. Debtor is not permitted to withdraw any of the Investment Property or its proceeds without Secured Party's prior written consent. Issuer will not permit any other individual or entity to obtain control of the Investment Property described in the Property Description section. Issuer subordinates any security interest it may have to Secured Party's security interest in the Investment Property described in the Property Description section.

Property Description

The property subject to this Agreement includes the following Investment Property and all proceeds and products of the Investment Property, including, but not limited to, cash or stock dividends, conversions, or replacements, payable on or after the date of this Agreement. (Include items such as issuer name, beneficiary name, certificate or account number, number of shares, type of security, etc.)

SECURED BY ACCOUNT
697-2096
(COPY ATTACHED)

Warranties

☒ Securities Intermediary warrants that the Investment Property described in the Property Description section is held in good standing by Securities Intermediary and is registered in Debtor's name. Securities Intermediary is aware of no other claims to Debtor's Investment Property held by Securities Intermediary.

☐ Commodity Intermediary warrants that the Investment Property described in the Property Description section is held in good standing by Commodity Intermediary and is registered in Debtor's name. Commodity Intermediary is aware of no other claims to Debtor's Investment Property held by Commodity Intermediary.

☐ Issuer warrants that the Investment Property described in the Property Description section is held in good standing by Issuer and is registered in Debtor's name. Issuer is aware of no other claims to Debtor's Investment Property held by Issuer.

ACCOUNT WAS CURRENT
SMO OF 457,000

Other Terms

Additional Terms

Applicable Law. This Agreement is governed by the laws of

Amendment, Integration and Severability. This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by all parties. This Agreement is the complete and final expression of the understanding between all parties. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

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 Agreement.

Notice. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the Date and Parties section, or to any other address designated in writing. Time is of the essence.

Signatures

Each party agrees to the terms of this Agreement and acknowledges receipt of a copy of this Agreement. This Agreement becomes effective on the date of the final signature.

Secured Party
X _____ Date 3-23-10
WALTER LONG
VICE PRESIDENT
Title

Debtor
X _____ Date 3/23/10
Title

X _____ Date _____
Title

X _____ Date _____
Title

☒ Securities Intermediary ☐ Commodity Intermediary ☐ Issuer
X _____ Date 3/23/10
SR. V.P.
Title

Plaintiffs' Ex 0283.269

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY STANDARD FLOOD HAZARD DETERMINATION FORM (SFHDF)	*See the Attached Instructions*	*O M B No 1660-0040 Expires December 31, 2011*

SECTION I - LOAN INFORMATION

1 LENDER NAME AND ADDRESS	2 COLLATERAL (Building / Mobile Home / Personal Property) PROPERTY ADDRESS *(Legal Description may be attached)*
First Palmetto Savings Bank 1105 Broad Street Camden. SC 29020 Processor Terryn Cooper	15 EXCHANGE DRIVE LUGOFF. SC 29078 SCENT LAND HOLDINGS. LLC

3 LENDER ID NO	4 LOAN IDENTIFIER	5 AMOUNT OF FLOOD INSURANCE REQUIRED
28396	75-086869-5	$

SECTION II

A NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1 NFIP Community Name	2 County(ies)	3 State	4 NFIP Community Number
KERSHAW COUNTY	UNINCORPORATED AREAS	SC	450115

B NAT'L FLOOD INSURANCE PROGRAM DATA AFFECTING BUILDING/MOBILE HOME

1 NFIP Map Number or Community Panel Number (Community name, if not the same as "A")	2 NFIP Map Panel Effective/ Revised Date	3 LOMA/LOMR	4 Flood Zone	5 No NFIP Map
45055C0429E	12/19/06	☐ Yes Date	X	

C FEDERAL FLOOD INSURANCE AVAILABILITY *(Check all that apply)*

1 [X] Federal Flood Insurance is available *(Community participates in NFIP)* [X] Regular Program [ ] Emergency Program of NFIP

2 [ ] Federal Flood Insurance is not available because community is not participating in the NFIP

3 [ ] Building / Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA). Federal Flood Insurance may not be available
CBRA / OPA designation date _____

D DETERMINATION

IS BUILDING / MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")? [ ] YES [X] NO

If yes, Flood Insurance is required by the Flood Disaster Protection Act of 1973
If no, Flood Insurance is not required by the Flood Disaster Protection Act of 1973

E COMMENTS *(Optional)*

Census Tract Info - State: 45 MSA: 17900 County: 055 Tract 9709.01

Life of Loan

***Flood determinations are provided solely for the use & benefit of the client to comply with the 1994 Reform Act and may not be used or relied upon by any third party for any purpose, including, but not limited to deciding whether to build or purchase a property or flood insurance on a property, or in determining the value of a property*

This determination is based on examining the NFIP Map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building / mobile home on the NFIP Map

F PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER *(If other than Lender)*	DATE OF DETERMINATION
Wolters Kluwer Financial Services|PCi 130 Turner St, Bldg 3, 4th Fl Waltham, MA 02453 (800) 261-3111	07/08/11 Cert# 11429541

FEMA Form 81-93, DEC 08

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
STANDARD FLOOD HAZARD DETERMINATION

See The Attached Instructions

O M B No 1660-0040
Expires December 31, 2011

SECTION I - LOAN INFORMATION

1 LENDER NAME AND ADDRESS	2 COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS (Legal Description may be attached)
First Palmetto Savings Bank 1105 Broad Street Camden, SC 29020 Processor Terryn Cooper	SC HIGHWAY 601 SOUTH* LUGOFF, SC 29078 SOUTH CAROLINA ENT. LANDHOLDINGS. LLC

3 LENDER ID NO	4 LOAN IDENTIFIER	5 AMOUNT OF FLOOD INSURANCE REQUIRED
28396	a	$

SECTION II

A NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1 NFIP Community Name	2 County(ies)	3 State	4 NFIP Community Number
KERSHAW COUNTY	UNINCORPORATED AREA	SC	450115

B NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1 NFIP Map Number or Community-Panel Number (Community name, if not the same as "A")	2 NFIP Map Panel Effective/ Revised Date	3 LOMA/LOMR	4 Flood Zone	5 No NFIP Map
45055C0429E	12/19/2006	☐ Yes Date	X	

C FEDERAL FLOOD INSURANCE AVAILABILITY *(Check all that apply)*

1 [X] Federal Flood insurance is available *(Community participates in NFIP)* [X] Regular Program [ ] Emergency Program of NFIP
2 [ ] Federal Flood insurance is not available because community is not participating in the NFIP
3 [ ] Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood insurance may not be available

CBRA/OPA designation date _____

D DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")? ☐ YES [X] NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973
If no, flood insurance is not required by the Flood Disaster Protection Act of 1973

E COMMENTS *(Optional)*

Census Tract Info - State 45 MSA 17900 County 055 Tract 9709.01
Cert= 10534535 Life of Loan

*TMS 309-00-00-032 (LAND ONLY)

Flood Determinations are provided solely for the use & benefit of client to comply with the 1994 Reform Act and may not be used or relied upon by any third party for any purpose, including, but not limited to, deciding whether to build or purchase a property or flood insurance on a property, or in determining the value of a property

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building/mobile home on the NFIP map

F PREPARER'S INFORMATION

NAME,ADDRESS,TELEPHONE NUMBER *(If other than Lender)*	DATE OF DETERMINATION
Wolters Kluwer Financial Services|PCi 130 Turner Street, Building 3 4th Floor Waltham, MA 02453 (800) 261-3111	02/02/2010

FEMA Form 81-93, DEC 08

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
STANDARD FLOOD HAZARD DETERMINATION

See The Attached Instructions

OMB No 1660-0040
Expires December 31 2011

SECTION I - LOAN INFORMATION

1 LENDER NAME AND ADDRESS	2 COLLATERAL *(Building/Mobile Home/Personal Property)* PROPERTY ADDRESS *(Legal Description may be attached)*
First Palmetto Savings Bank 1105 Broad Street Camden, SC 29020 Processor Terryn Cooper	15 EXCHANGE DR* LUGOFF, SC 29078 SC ENT LAND HOLDINGS LLC

3 LENDER ID NO	4 LOAN IDENTIFIER	5 AMOUNT OF FLOOD INSURANCE REQUIRED
28396	a	$

SECTION II

A NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1 NFIP Community Name	2 County(ies)	3 State	4 NFIP Community Number
KERSHAW COUNTY	UNINCORPORATED AREA	SC	450115

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45055C0429E	12/19/2006	☐ Yes Date	X	

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1 ☒ Federal Flood insurance is available *(Community participates in NFIP)* ☒ Regular Program ☐ Emergency Program of NFIP
2 ☐ Federal Flood insurance is not available because community is not participating in the NFIP
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CBRA/OPA designation date _____

D DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA
(ZONES CONTAINING THE LETTERS "A" OR "V")? ☐ YES ☒ NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973
If no, flood insurance is not required by the Flood Disaster Protection Act of 1973

E COMMENTS *(Optional)*

Census Tract Info - State 45 MSA 17900 County 055 Tract 9709 01
Life of Loan

*TMS 309-00-00-075 (LAND ONLY)

Flood Determinations are provided solely for the use & benefit of client to comply with the 1994 Reform Act and may not be used or relied upon by any third party for any purpose, including, but not limited to, deciding whether to build or purchase a property or flood insurance on a property, or in determining the value of a property

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building/mobile home on the NFIP map

F PREPARER'S INFORMATION

NAME,ADDRESS,TELEPHONE NUMBER *(If other than Lender)*	DATE OF DETERMINATION
Wolters Kluwer Financial Services 130 Turner Street, Building 3 4th Floor Waltham, MA 02453 (800) 261-3111	05/06/2010 Cert# 10703579

FEMA Form 81-93, DEC 08

Plaintiffs' Ex 0283.272

FIRST PALMETTO SAVINGS BANK, F.S.B.

CLOSING INSTRUCTIONS

May 4, 2010

To: **William Cox**
Savage, Royall, & Sheheen
1111 Church Street
(803) 432-4391 Phone
(803) 425-4816 Fax

From: **First Palmetto Savings Bank, F.S.B.**
Attn: **Walter Long, Sr. VP Commercial Lending**
407 DeKalb Street
Camden, SC 29020
(803) 424-5023 direct
(803) 432-0193 fax
wlong@fpsb.com

RE: **Closing Instructions:** **SC ENT Land Holdings, LLC**
116 Hwy 1 South, Suite 300
Lugoff, SC 29078

Dear Mr. Cox

First Palmetto (***"the Bank"***) is pleased to serve the financial needs of its customers, and it is important for our customers to experience a smooth and efficient real estate closing (***"the Closing"***). Please review and adhere to these Closing Instructions to ensure our customer and your client receive the finest possible service. If you have any questions, please do not hesitate to contact the above-listed Loan Closing Representative.

Loan and Borrower Information

Borrower(s):	SC ENT Land Holdings, LLC
Guarantor(s):	Robert Puchalski
Loan Amount:	$1,796,316.00
Loan Purpose:	Commercial- Construction of new office building
Loan Term:	12 months interest only followed by 47 monthly installments of principal and interest and 1 final balloon payment of the remaining principal and interest.
Interest Rate:	5.95%
Lock Expiration:	N/A
Closing Date:	ASAP
Collateral Property:	1st mortgage on Medical Complex being constructed on Hwy 601 Lugoff, SC 29078 Brokerage account #69172646

Plaintiffs' Ex 0283.273

General Closing Instructions

Do not close or fund this loan unless **ALL** conditions in these Closing Instructions, including the Addendum and any supplemental closing instructions, have been satisfied. These Closing Instructions must be followed exactly, and may be modified only by advance written approval from the Bank. You shall be deemed to have accepted and be bound by these Closing Instructions if you fail to notify the Bank in writing to the contrary within 48 hours of your receipt hereof or if you disburse any funds to or for the account of the Borrower(s). If the Closing is postponed or cancelled for any reason, immediately return all loan documents and loan proceeds to the Bank.

All non-recordable documents (***"the Closing Package"***) must be returned to the above-listed Loan Closing Representative within 24 hours of Closing, along with certified copies of documents to be recorded. Include with the Closing Package a signed copy of these Closing Instructions. All recordable documents must be recorded immediately after the Closing. All recorded documents and the final title insurance policy must be returned to the above-listed Loan Closing Representative no later than 90 days after the Closing.

Execution of Documents

Each Borrower and/or Guarantor must sign all documents exactly as typed on the loan documents. All documents must be properly dated, witnessed and acknowledged. Any correction to the loan documents must be approved in writing by the Bank in advance. Approved deletions must be made by marking a single line through the language deleted – correction fluids are not permitted. All approved additions and/or deletions must be initialed by all Borrowers and/or Guarantors.

Any Power of Attorney must be approved in advance by the Bank. If approved, the Power of Attorney must be recorded in the same count(ies) in which the Security Instrument is recorded, with a certified copy provided to the Bank.

Hazard Insurance

Prior to Closing, the Borrower(s) must provide satisfactory evidence of hazard coverage (including wind and hail) and flood insurance coverage (if the collateral property is located in a special flood hazard area) with First Palmetto Savings Bank, F.S.B. listed as loss payee/mortgagee. Dwelling coverage must equal the lesser of the loan amount or the full replacement value of the property improvements, and must extend for a term of at least one year after the Closing (for purchase transactions) or six months after the Closing for refinance transactions.

Title Insurance

THIS LOAN MUST RECORD IN **FIRST** LIEN POSITION. PROVIDE DUPLICATE ORIGINALS OF THE ALTA TITLE POLICY.

The ALTA Title Policy must be free from liens, encumbrances, easements, encroachments and other title matters not approved by the Bank. All exceptions are to be removed except for recorded

Restrictions, Covenants, and Conditions. In the event any recorded Restrictions, Covenants, and Conditions have been violated, notify the above-listed Loan Closing Representative immediately.

Any easements or rights of way must not interfere with the use and occupancy of the Collateral Property. Affirmative language must be provided in the ALTA Title Policy. Any encroachment must not affect the value or marketability of the Collateral Property. The Bank must be insured against all encroachments and receive an indemnification agreement from the Borrower(s).

Secondary Financing

Secondary financing has **NOT** been approved.

Rescission

If the financial transaction is subject to rescission, provide each Borrower and each person having ownership interest in the collateral property with two copies of the completed Notice of Right to Cancel. The Notice of Right to Cancel must be properly completed (including all dates) and each Borrower or person given two notices must execute an acknowledgement of receipt. Failure to properly complete and provide Notices of Right to Cancel to each person entitled to receive them may delay the Closing. No Borrower or other person having an ownership interest in the collateral property may modify or waive his or her right to rescind without prior written consent. If any Borrower or other person having an ownership interest in the collateral property indicates he or she wishes to cancel this transaction, contact the Bank immediately for further instruction.

Survey

A valid survey dated within 90 days of closing is required if indicated in the Addendum to these Closing Instructions. The survey must contain all relevant and customary information and certifications and the legal description, lot size and street must agree with the appraisal and closing documents.

Fees and Costs

The following fees are to be collected and submitted to the Bank and reflected on the HUD-1.

ITEM	AMOUNT
Loan Origination Fee	$1,500.00

HUD-1 Settlement Statement

A preliminary HUD-1 Settlement Statement must be submitted to the above-listed Loan Closing Representative for approval 24 hours prior to Closing. Disbursement is not authorized until preliminary HUD-1 approval is communicated by the Bank. The HUD-1 Settlement Statement must be completed at Closing and accurately reflect all receipts and disbursements indicated in these closing instructions and any amended closing instructions subsequent hereto. If any changes to fees occur, documents may need to be re-drafted and re-signed.

Conditions to be Satisfied Prior to Disbursement of Loan Proceeds

In addition to all general terms and conditions contained herein, the specific instructions and conditions contained in the attached Addendum must be satisfied prior to disbursement of any loan proceeds. A transaction-specific Insured Closing Letter from the Title Company must be provided.

Representations

By signing below, the Borrower acknowledges receipt of these Closing Instructions and the opportunity to review all terms and conditions contained herein with the closing counsel of its choice. By signing below, the Settlement Agent acknowledges and agrees to the following:

1. The Closing has been performed in accordance with all general and specific instructions contained herein, and the Settlement Agent is authorized and insured to close this transaction as evidenced by the Insured Closing Letter provided.

2. All non-recordable documents in the Closing Package will be returned to the above-listed Loan Closing Representative within 24 hours of Closing (or upon expiration of the three day rescission) along with certified copies of all documents to be recorded.

3. All recordable documents will be submitted immediately to the County Clerk/Registrar for recording and original recorded copies will be returned to the Bank in a reasonable time period not to exceed 90 calendar days. Failure to deliver the ALTA Title Policy and Recorded Closing Documents to the Bank within 180 days of Closing constitutes a failure to comply with these Closing Instructions, thereby entitling the Bank to refusal of the Settlement Agent for any future engagement of real estate closings.

BORROWER ACKNOWLEDGMENT: I/We have read and acknowledge receipt of these Closing Instructions and have had the opportunity to review the items contained herein with the counsel of my/our choosing.

		3/5/10	
Borrower/Guarantor	Date	Borrower/Guarantor	Date

ACKNOWLEDGED AND AGREED:

Settlement Agent	Date

ADDENDUM TO CLOSING INSTRUCTIONS

The following conditions must be satisfied prior to disbursement of loan proceeds:

1. Borrower must sign and execute all closing documents.
2. Proof of hazard insurance (minimum of mortgage amount or replacement value of improvements), including coverage against wind and hail, with payment reflected on HUD-1 as collected at Closing or as paid outside of Closing with the paid amount.
3. All taxes must be current. If property taxes are due within 60 days of the Closing they must be paid at the time of closing.
4. An Insured Closing Letter and an executed copy of these Closing Instructions
5. Payoff FPSB loan #77-086244-1
6. Payoff FPSB loan #77-085835-7
7. Other.

ACKNOWLEDGED AND AGREED:

5/5/10

Settlement Agent Date

Josh

CHECK ONE

☐ CONSUMER
☒ COMMERCIAL

Add to file

FIRST PALMETTO SAVINGS BANK, F.S.B.

SEP 30 2011

CHECK ONE

☐ NEW LOAN
☒ RENEWAL

LOAN CHECKLIST

Borrower.	SCENT Land Holdings LLC	Tax ID Number	263-44-4911	Contact Number:	803-408-3227
Borrower/Guarantor	Robert Puchalski	Tax ID Number:	047-56-3903	Contact Number:	803-408-3227
Borrower/Guarantor.	David Macy Vidrine	Tax ID Number.	437-23-9965	Contact Number:	803-408-3227
Borrower/Guarantor:		Tax ID Number:		Contact Number:	
Borrower/Guarantor.		Tax ID Number		Contact Number.	

Lender Initials: WML

Loan Date: Sep 26, 2011

Loan Amount: $ 1,723,600.00

Account Number: 75-086869-5

Comments:

** Please provide documents in order as listed on appropriate checklist

For Operations Use Only:

Exceptions

Loan Reviewed By (Initial & Date): JC 10/3/11

File Is Complete (Sign & Date): JClybourn 10/3/11

REAL ESTATE LOAN CHECKLIST

1. Collateral Type	8	
2. SIC Code (commercial)	8011	
3 Loan to Value (LTV)	69.02 %	Lesser of Appraised Value or Purchase Price Include 1st Mortgage (if applicable)
4. Disbursements/Receipts	X	540 Screen, Interest Check, IL Pending, etc
5 Approval/Underwriting	X	Conditions Satisfied and Signed Approval Form Match Terms/Rate/Fee to Note
6 Income Analysis	X	Debt Ratio (Installment)/Source of Repayment (Time)
7 Note	X	Match Name, Signature & Address to Mortgage, Application & Resolution
	X	1% Prepayment on 5 Year Balloons (if applicable)
	N/A	If Spec Const 1 year interest monthly (new), One 90 day renewal, Amortize after 15 months
8 Resolution (commercial)	X	Verify that authorized signor executed Note
9 Modification Agreement	N/A	Match Name and Amount to Mortgage
10 Original Mortgage/Copy	Imaged	Original Mortgage received? Attorney _____
	X	Match Amount to Note
	X	Match Legal Description to Appraisal & Title Search
11 Assignment (commercial)	Imaged	Match Name, Signature, Address & Legal Description to Mortgage
12. Title Search	Imaged	Verify Lien Position, Amount & Approved Attorney (insured closing letter)
	X	Title Insurance required for loans exceeding $100,000 ALTA 9 0 (Condo)
	X	Has Final been received?
13 HUD	N/A	Verify Signatures of Borrower, Seller & Approved Attorney
14 Appraisal Review	N/A	Required if Loan exceeds $500,000
15. Appraisal	Imaged	Verify Approved Appraiser Signature Appraiser Name _____
See Approval Memo	X	Verify Appraisal contains First Palmetto and Borrower Names and is dated within 12 months
	X	Verify completion and pictures of subject & comparables Match value to Approval
16 Flood Certification	X	Seperate Flood Certification dated prior to loan in file for each property securing loan
	N/A	If in SFHA, verify letter to borrower signed and dated prior to loan
	N/A	If in SFHA, verify authorization of adequate flood insurance (Calculation sheet w/ Approval)
17 Application	X	Signed and Complete
18 HMDA		Fully disbursed purchase secured by dwelling OR fully disbursed refinance of a dwelling-secured loan
	N/A	Input on LAR (if applicable)
19 HMDA Information		Verify borrower Ethnicity, Race, and Gender
20 Agreement to provide insurance	X	Signed by Borrower
21 Hazard Insurance	Imaged	Verify Policy in File
22 Guaranty (commercial)	Imaged	Required if Note is not executed by an individual

12/08

Plaintiffs' Ex 0283.279

23 Current Tax Return	Imaged	Most recently filed
24. Financial Statement	Imaged	Required if loan exceeds $500,000
25 Credit Report	Imaged	Match to Application (Name,SSN). Dated within 180 Days
	N/A	Approval for Poor Credit if Credit Score is below 630 [715, 756]
26 Notice to home loan applicant (consumer)	N/A	Signed by Borrower (Required on dwelling secured loans) Match score to Credit Report
27 Addendum to Loan Application (consumer)	N/A	Verify that it is dated within 3 days of Application and Match Attorney to HUD
28 Mortgage Servicing Disclosure (consumer)	N/A	Dated within 3 days of the application (Not required if loan is dated within 3 days of application) (Not required for junior liens or HELOCs)
29. EROM Notice	Imaged	Signed by Borrower (Errors and Omissions)
30 Preliminary Disclosure (consumer)	N/A	Required for HELOC (if obtained, preliminary TIL and GFE not required)
31 Final Truth in Lending (consumer)	N/A	Verify Borrower Signature (Not required for HELOC)
32 Preliminary Truth in Lending (consumer)	N/A	Dated within 3 days of the application (Not required if loan is dated within 3 days of application)
33 Good Faith Estimate (consumer)	N/A	Dated within 3 days of the application (Not required if loan is dated within 3 days of application)
34 Contract of Sale	N/A	Required if Purchase
35 Cost Estimate (commercial)	N/A	Only required for Speculative Construction
36 Loan disbursement authorization (commercial)	N/A	Required if Speculative Home Loan
37 Commitment Letter	N/A	Not required for Renewals
38 Attorney Engagement Letter	N/A	Not required for Renewals
39 Right to Cancel (consumer)	N/A	Required for refinance of Primary Residence Only required on renewals if new funds are disbursed
40 Automatic Draft	X	Signed by Borrower (if applicable)
41 CIP Worksheet	N/A	Completed with supporting documentation Not required on renewal if no new money is disbursed.
42 Input Review Checklist	N/A	Verify Comments
43 Other		

12/08

CHANGES ON RENEWALS

Name SCENT Land Holdings

Date 9-30-11

Account #: 75-0868695

IF LOAN HAS A BALLOON DON'T CHANGE NOTE AMOUNT

NOTE AMT	30	—	FLOAT RT VAR	216	0 ✓
PAYMENT MODE	10	1 ✓	FIX OR VAR	242	✓
PART PAY BAL	33	0 ✓	FLOOR INTEREST RATE	240	—
PAYMENT AMT	34	9,887.39 ✓	COLL 1	110	—
AMOUNT DUE	226	0 ✓	COLL 2	483	—
MATURITY DUE	25	10-5-18 ✓	APPRAISED VALUE	108	2,497,247 ✓
DUE DATE	26	11-5-11 ✓	CREDIT LIMIT	222	—
TERM: ORIG	64	85 ✓	COUPON BOOK	6-193	—
TERM: REM	65	85 ✓	DRAFT SCREEN	672	yes ✓
PMTS: ORIG	27	84 ✓	DEPARTMENT	710	03 ✓
PMTS:REM	28	84 ✓	DEBT RATIO	563	—
OFFICER	22	WML ✓	CREDIT SCORE	564	—
BRANCH	6	069 ✓	EMPLOYEE	426	—
INT RATE	9	5.50 ✓	COUNTY CODE	393	55 ✓
SPEC HAND	11	64 ✓	STATE CODE	392	45 ✓
LATE CHG TABLE	280	67 ✓	INFO CODE RE	12	11 ✓
DOC FEE	741	0 ✓			
INT CUTOFF	227	0 ✓			
NEW MONEY	740	0 ✓			
PLAN	209	.014 ✓			
LC. CLS	281	—			
LC. FXD. AMT	60	—			
AMORT TERM	493	300 ✓			
PREPMT PENALTY	103	01 ✓			
COLL TYPE	700	8 ✓			
PROP TYPE	115	73 ✓			
SIC CODE	219	8011 ✓			
CENSUS TRACT	156	9709.01 ✓			
FLOOD CERT	742	10.00 ✓			
LIEN POSITION (2ND)	109	01			

Open Solutions Loan Input Review

1 Plan 14 ✓
2 Late Charge Method (280) 67 ✓
3 New Money (740) 0 ✓
4 Name & Address ✓
5 Guarantors/Co-Borrower ✓
6 Tax ID # (checklist) ✓
7 Payment Mode 1 ✓
8 Interest Rate (F) / V 5.50 ✓ 242/216
9 Due Date 11/5 ✓
10 Maturity Date 10/5/18 ✓
11 Branch # 069 ✓
12 Loan Officer WML ✓
13 Note Amount 1,723,600 ✓
14 Collateral Code Lien Position (109) = (01) or 02 ✓
15 Special Handling Code 04 ✓
16 Term (orig / rem) 84 ✓
17 Payments (orig / rem) 84 ✓
18 Payment Amount 9,887.39 ✓ 710 = 1 2 (3) ✓
19 Collateral Description ✓
20 Effective date of disbursement(s) 9/26 ✓
21 Automatic Draft ✓ Exp Dte: 9/10/18 ✓
22 Savings/CD Account Hold X Name Hold Amt
23 Property Type (115) = 73 ✓
34 Appraised Value (108) = 2,497,247 ✓
25 SIC Code (219) = 801101 WCH 10-3-11 OK (PGM) 10/3/11
26 Access L/C Override (281) = X
27 L/C Percent Amt (60) = X
28 Credit limit (222) = X
29 Collateral Type (700) = 8 ✓
30 Pre-pmt penalty (103) = X
31 Balloon Term (493) = 300 ✓
32 Census Tract (156) = 9709.01 ✓
33 Info Code (12) = Coupon - Yes (11) (Yes) ✓

Document Exceptions

CHANGES ON RENEWALS

Name SCENT Land Holdings
Date 5-5-11 WCH
Account #: 75-0868695

IF LOAN HAS A BALLOON DON'T CHANGE NOTE AMOUNT

NOTE AMT	30	
PAYMENT MODE	10	T ✓
PART PAY BAL	33	
PAYMENT AMT	34	10,819.41 ✓
AMOUNT DUE	226	
MATURITY DUE	25	
DUE DATE	26	
TERM: ORIG	64	
TERM: REM	65	
PMTS: ORIG	27	
PMTS:REM	28	
OFFICER	22	
BRANCH	6	
INT RATE	9	
SPEC HAND	11	
LATE CHG TABLE	280	
DOC FEE	741	
INT CUTOFF	227	
NEW MONEY	740	
PLAN	209	014 ✓
LC. CLS	281	
LC. FXD. AMT	60	
AMORT TERM	493	
PREPMT PENALTY	103	
COLL TYPE	700	
PROP TYPE	115	
SIC CODE	219	
CENSUS TRACT	156	
FLOOD CERT	742	
LIEN POSITION (2ND)	109	

FLOAT RT VAR	216	
FIX OR VAR	242	
FLOOR INTEREST RATE	240	
COLL 1	110	
COLL 2	483	
APPRAISED VALUE	108	
CREDIT LIMIT	222	
COUPON BOOK	6-193	0
DRAFT SCREEN	672	yes ✓
DEPARTMENT	710	
DEBT RATIO	563	
CREDIT SCORE	564	
EMPLOYEE	426	
COUNTY CODE	393	
STATE CODE	392	
INFO CODE RE	12	

Plaintiffs' Ex 0283.283

MAY 10 2010

CHECK ONE
☐ CONSUMER
☒ COMMERCIAL

FIRST PALMETTO SAVINGS BANK, F.S.B.

CHECK ONE
☒ NEW LOAN
☐ RENEWAL

LOAN CHECKLIST

Borrower: SC ENT LAND HOLDINGS, LLC — Tax ID Number: 263-44-4911

Borrower/Guarantor: ROBERT PUCHALSKI — Tax ID Number: 047-56-3903

Borrower/Guarantor: _____ — Tax ID Number: _____

Borrower/Guarantor: _____ — Tax ID Number: _____

Borrower/Guarantor: _____ — Tax ID Number: _____

Lender Initials: WML

Loan Date: 5-5-2010

Loan Amount: $ 1,796,316.00

Account Number: 75.0068869.5

Comments:
add'l: 20-C
710: 03
109: 01

** Please provide documents in order as listed on appropriate checklist

For Operations Use Only:

Exceptions:
Recorded mtg
FTP

Loan Reviewed By (Initial & Date): JC 5/18/10

File Is Complete (Sign & Date): 25May10

MAY 10 2010

CHECK ONE
☐ CONSUMER
☒ COMMERCIAL

FIRST PALMETTO SAVINGS BANK, F.S.B.

CHECK ONE
☒ NEW LOAN
☐ RENEWAL

LOAN CHECKLIST

Borrower: SC ENT LAND HOLDINGS, LLC — Tax ID Number: 263-44-4911

Borrower/Guarantor: ROBERT PUCHALSKI — Tax ID Number: 047-56-3903

Borrower/Guarantor: _____ — Tax ID Number: _____

Borrower/Guarantor. _____ — Tax ID Number. _____

Borrower/Guarantor: _____ — Tax ID Number _____

Lender Initials: WML

Loan Date: 5-5-2010

Loan Amount: $ 1,796,316.00

Account Number: 75.0868695

Comments.
add in: 20-C
710: 03
109: 01

** Please provide documents in order as listed on appropriate checklist

For Operations Use Only:

Exceptions:
Recorded mtg
FTP

Loan Reviewed By (Initial & Date). JC 5/18/10

File Is Complete (Sign & Date): _____

REAL ESTATE LOAN CHECKLIST

1 Collateral Type	7	
2 SIC Code *(commercial)*	8011	
3. Loan to Value (LTV)	81.65 %	Lesser of Appraised Value or Purchase Price. Include 1st Mortgage *(if applicable)*.
4 Disbursements/Receipts	X	340 Screen, Interest Check, IL Pending, etc
5 Approval/Underwriting	X	Conditions Satisfied and Signed Approval Form Match Terms/Rate/Fee to Note
6 Income Analysis	X	Debt Ratio *(Installment)*/Source of Repayment *(Time)*
7. Note	X	Match Name, Signature & Address to Mortgage, Application & Resolution
	N/A	1% Prepayment on 5 Year Balloons *(if applicable)*
	N/A	If Spec Const . 1 year interest monthly *(new)*, One 90 day renewal, Amortize after 15 months
8 Resolution *(commercial)*	X	Verify that authorized signor executed Note
9 Modification Agreement	N/A	Match Name and Amount to Mortgage
10. Original Mortgage/Copy	Pending	Original Mortgage received? Attorney Savage Law Firm
	X	Match Amount to Note
	X	Match Legal Description to Appraisal & Title Search
11 Assignment *(commercial)*	X	Match Name, Signature, Address & Legal Description to Mortgage
12 Title Search	X	Verify Lien Position, Amount & Approved Attorney *(insured closing letter)*
	X	Title Insurance required for loans exceeding $100,000 ALTA 9.0 *(Condo)*
	Pending	Has Final been received?
13 HUD	X	Verify Signatures of Borrower. Seller & Approved Attorney
14 Appraisal Review	X	Required if Loan exceeds $500,000
15 Appraisal	Imaged	Verify Approved Appraiser Signature Appraiser Name:
	Imaged	Verify Appraisal contains First Palmetto and Borrower Names and is dated within 12 months
	Imaged	Verify completion and pictures of subject & comparables Match value to Approval
16. Flood Certification	X	Seperate Flood Certification dated prior to loan in file for each property securing loan
	N/A	If in SFHA, verify letter to borrower signed and dated prior to loan
	N/A	If in SFHA, verify authorization of adequate flood insurance *(Calculation sheet w/ Approval)*
17 Application	X	Signed and Complete
18 HMDA	N/A	Fully disbursed purchase secured by dwelling OR fully disbursed refinance of a dwelling-secured loan
	N/A	Input on LAR *(if applicable)*
19 HMDA Information	N/A	Verify borrower Ethnicity, Race, and Gender
20 Agreement to provide insurance	X	Signed by Borrower
21 Hazard Insurance	X	Verify Policy in File
22 Guaranty *(commercial)*	X	Required if Note is not executed by an individual

12/08

23 Current Tax Return	N/A	Most recently filed See Approval memo
24. Financial Statement	N/A	Required if loan exceeds $500,000
25 Credit Report	Imaged ✓	Match to Application *(Name,SSN)* Dated within 180 Days
	N/A	Approval for Poor Credit if Credit Score is below 630 ,742
26. Notice to home loan applicant *(consumer)*	N/A	Signed by Borrower *(Required on dwelling secured loans)* Match score to Credit Report.
27 Addendum to Loan Application *(consumer)*	N/A	Verify that it is dated within 3 days of Application and Match Attorney to HUD
28 Mortgage Servicing Disclosure *(consumer)*	N/A	Dated within 3 days of the application *(Not required if loan is dated within 3 days of application) (Not required for junior liens or HELOCs)*
29. EROM Notice	X ✓	Signed by Borrower *(Errors and Omissions)*
30. Preliminary Disclosure *(consumer)*	N/A	Required for HELOC *(if obtained, preliminary TIL and GFE not required)*
31 Final Truth in Lending *(consumer)*	N/A	Verify Borrower Signature *(Not required for HELOC)*
32 Preliminary Truth in Lending *(consumer)*	N/A	Dated within 3 days of the application *(Not required if loan is dated within 3 days of application)*
33 Good Faith Estimate *(consumer)*	N/A	Dated within 3 days of the application *(Not required if loan is dated within 3 days of application)*
34 Contract of Sale	N/A ✓	Required if Purchase
35. Cost Estimate *(commercial)*	N/A	Only required for Speculative Construction
36 Loan disbursement authorization *(commercial)*	N/A	Required if Speculative Home Loan
37 Commitment Letter	N/A	Not required for Renewals
38 Attorney Engagement Letter	X ✓	Not required for Renewals
39 Right to Cancel *(consumer)*	N/A	Required for refinance of Primary Residence Only required on renewals if new funds are disbursed
40. Automatic Draft	N/A	Signed by Borrower *(if applicable)*
41 CIP Worksheet	X ✓	Completed with supporting documentation Not required on renewal if no new money is disbursed
42. Input Review Checklist	N/A ✓	Verify Comments
43 Other	X ✓	SECURITY AGREEMENT
	X ✓	CONTROL AGREEMENT
	✓	HYPOTHECATION
	✓	

12/08

Open Solutions Loan Input Review

1 Plan 13 ✓
2 Late Charge Method (280) 67 ✓
3 New Money (740) 1,796,316 ✓
4 Name & Address put Suite 300 on address line 1. ✓
5 Guarantors/Co-Borrower ✓
6 Tax ID # (checklist) ✓
7 Payment Mode 5 ✓
8 Interest Rate F/V 5.95 ✓ 242/216
9 Due Date 6/5/10 ✓
10 Maturity Date 5/5/15 ✓
11 Branch # 69 ✓
12 Loan Officer WML ✓
13 Note Amount 1,796,316 ✓
14 Collateral Code Lien Position (109) = 01 or 02 ✓
15 Special Handling Code 04 ✓
16 Term (orig / rem) 60 ✓
17 Payments (orig / rem) 60 ✓
18 Payment Amount X 710 = 1 2 3 ✓
19 Collateral Description ✓
20 Effective date of disbursement(s) 5/5 ✓
21 Automatic Draft X
22 Savings/CD Account Hold X Name Hold Amt
23 Property Type (115) = 86 ✓
34 Appraised Value (108) = 2,200,000 ✓
25 SIC Code (219) = 8011 ✓ PGM 5/12/10
26 Access L/C Override (281) = X
27 L/C Percent Amt (60) = X
28 Credit limit (222) = X
29 Collateral Type (700) = 7 ✓
30 Pre-pmt penalty (103) = X
31 Balloon Term (493) = 360 ✓
32 Census Tract (156) = 9709.01 ✓
33 Coupon (12) = ~~Yes~~ X

Document Exceptions

FIRST PALMETTO SAVINGS BANK, FSB 407 DEKALB STREET CAMDEN, SC 29020 LENDER'S NAME AND ADDRESS	SCENT LAND HOLDINGS, LLC PO BOX 520 LUGOFF, SC 29078 BORROWER'S NAME AND ADDRESS	Loan Number 75-0868695 Date 09-26-2011 Loan Amount $ 1,723,600.00

ERRORS AND OMISSIONS AGREEMENT

The undersigned borrower(s), in consideration of the closing of a certain loan by FIRST PALMETTO SAVINGS BANK, FSB the "Lender" to "Borrower(s)" in the above stated amount, as evidenced by a promissory note and secured by a Deed of Trust or mortgage against real property located at HIGHWAY 601(15 EXCHANGE DRIVE), LUGOFF, SC 29078 and dated the date of this Errors and Omissions Agreement, agree(s), if requested by the "Lender" or its agent, to fully cooperate in the correction, if necessary in the reasonable discretion of the "Lender" of any and all loan closing documents so that all documents accurately describe the loan between the undersigned borrower(s) and the "Lender" and thus allow the "Lender" to sell, convey, seek a guaranty or obtain insurance for, or market said loan to any purchaser, including but not limited to any investor or institution, The Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or Municipal Bonding Authority

The undersigned borrower(s) further agree(s) to comply with all above noted reasonable requests by the "Lender" within thirty (30) days from the date of the mailing of the correction requests by the "Lender". The undersigned borrower(s) agree(s) to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with the "Lender" requests within the specified thirty (30) days.

DATED this 26TH day of SEPTEMBER, 2011

SCENT LAND HOLDINGS, LLC

(Borrower) ROBERT PUCHALSKI

(Borrower) DAVID MACY VIDRINE

(Borrower)

(Borrower)

FIRST PALMETTO SAVINGS BANK, FSB 407 DEKALB STREET CAMDEN, SC 29020 LENDER'S NAME AND ADDRESS	SCENT LAND HOLDINGS, LLC 1165 HIGHWAY 1 SOUTH, SUITE 300 LUGOFF, SC 29078 BORROWER'S NAME AND ADDRESS	Loan Number Date 05.05.2010 Loan Amount $ 1,796,316.00

ERRORS AND OMISSIONS AGREEMENT

The undersigned borrower(s), in consideration of the closing of a certain loan by FIRST PALMETTO SAVINGS BANK, FSB the "Lender" to SCENT LAND HOLDINGS, LLC "Borrower(s)" in the above stated amount, as evidenced by a promissory note and secured by a Deed of Trust or mortgage against real property located at HIGHWAY 601, LUGOFF, SC 29078 and dated the date of this Errors and Omissions Agreement, agree(s), if requested by the "Lender" or its agent, to fully cooperate in the correction, if necessary in the reasonable discretion of the "Lender" of any and all loan closing documents so that all documents accurately describe the loan between the undersigned borrower(s) and the "Lender" and thus allow the "Lender" to sell, convey, seek a guaranty or obtain insurance for, or market said loan to any purchaser, including but not limited to any investor or institution, The Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or Municipal Bonding Authority.

The undersigned borrower(s) further agree(s) to comply with all above noted reasonable requests by the "Lender" within thirty (30) days from the date of the mailing of the correction requests by the "Lender". The undersigned borrower(s) agree(s) to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with the "Lender" requests within the specified thirty (30) days

DATED this 5TH day of MAY, 2010

SCENT LAND HOLDINGS, LLC

(Borrower) ROBERT RUCHALSKI, MANAGER

(Borrower)

(Borrower)

(Borrower)

DEBTOR NAME AND ADDRESS	SECURED PARTY NAME AND ADDRESS
SCENT LAND HOLDINGS, LLC 1165 HIGHWAY 1 SOUTH, SUITE 300 LUGOFF, SC 29078	FIRST PALMETTO SAVINGS BANK, FSB 1407 DEKALB STREET CAMDEN, SC 29020

Type ☐ individual ☐ partnership ☐ corporation ☒ _____
State of organization/registration (if applicable) SC
☐ If checked, refer to addendum for additional Debtors and signatures

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is 05-05-2010

SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) ☒ Debtor ☐ _____ (Borrower) owes to Secured Party

☐ **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe)

☒ **All Debts.** All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt Nothing in this Agreement is a commitment to make future loans or advances

SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property, any original evidence of title or ownership, and all obligations that support the payment or performance of the Property "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property, any rights and claims arising from the Property, and any collections and distributions on account of the Property This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower

PROPERTY DESCRIPTION. The Property is described as follows

☐ **Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor

☐ **Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business

☐ **Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment

☐ **Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.

☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name

☐ **Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts

☐ **Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements, all crops, annual or perennial, and all products of the crops, and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations

☐ **Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program

☐ **Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.

☐ **Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts

☒ **Specific Property Description:** The Property includes, but is not limited by the following (if required, provide real estate description)

BROKERAGE ACCOUNT #69172646. CONTROL AGREEMENT DATED 2-17-2010

USE OF PROPERTY. The Property will be used for ☐ personal ☒ business ☐ agricultural ☒ INVESTMENT purposes

SIGNATURES. Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement

DEBTOR	SECURED PARTY
SCENT LAND HOLDINGS, LLC	FIRST PALMETTO SAVINGS BANK, FSB
_____	_____
ROBERT POCHALSKI	WALTER LONG VICE PRESIDENT
_____	

GENERAL PROVISIONS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. Secured Party may sue each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. Time is of the essence.

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or registration.

WARRANTIES AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

(1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business.
(2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order.
(3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name, and
(4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debts. The Property has not been used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access.

Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chattel paper or instruments.

If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests.

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and harvest crops in due season. Debtor will not use any loan proceeds 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 explained by federal law.

If Debtor pledges the Property to Secured Party (delivers the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and products of the Property to Secured Party. Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property Debtor receives as the owner of the Property.

PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, facilitate, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

INSURANCE. Debtor agrees to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Agreement. Debtor will maintain this insurance in the amounts Secured Party requires. Debtor may choose the insurance company subject to Secured Party's approval, which will not be unreasonably withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debts. Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If Secured Party acquires the Property in damaged condition, Debtor's rights to any insurance policies and proceeds will pass to Secured Party to the extent of the Secured Debts. Debtor will immediately notify Secured Party of the cancellation or termination of insurance. If Debtor fails to keep the Property insured, or fails to provide Secured Party with proof of insurance, Secured Party may obtain insurance to protect Secured Party's interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor purchased the insurance.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement.

If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property.

Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligations to make payment or otherwise render performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debts, the Property purchased with the Secured Debts will remain subject to Secured Party's security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

DEFAULT. Debtor will be in default if:

(1) Debtor (or Borrower, if not the same) fails to make a payment in full when due.
(2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party.
(3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debts.
(4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debts or significantly impairs the value of the Property.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION. Secured Party may immediately seize the Property upon Debtor's default. Debtor agrees to waive the right to five days' notice and a preseizure hearing prior to seizure of the Property.

REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

(1) make all or any part of the Secured Debts immediately due and accrue interest at the highest post-maturity interest rate.
(2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion.
(3) enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of preserving the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor.
(4) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debts.

If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable attorneys' fees and legal expenses to the extent not prohibited by law, and then to the Secured Debts. Debtor (or Borrower, if not the same) will be liable for the deficiency, if any.

By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith.

NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days prior written notice will be reasonable notice to Debtor under the Uniform Commercial Code. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certifications Secured Party considers necessary to perfect, continue, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's lien status on the Property.

Plaintiffs' Ex 0283.292

SAVAGE ROYALL & SHEHEEN, L L P.
ATTORNEYS AND COUNSELORS AT LAW

EDWARD M ROYALL
ROBERT J SHEHEEN
MOULTRIE B BURNS JR
WILLIAM B COX, JR
VINCENT A SHEHEEN *
STEPHEN R SMOAK

HENRY SAVAGE, JR
1903 - 1990
* CERTIFIED MEDIATOR & ARBITRATOR

1111 CHURCH STREET
CAMDEN S C 29020

P O DRAWER 10
CAMDEN S C 29021

TELEPHONE (803) 432-4391
FACSIMILE (803) 425-4816

September 27, 2011

First Palmetto Savings Bank, FSB
PO Box 861
Camden, SC 29021
Attn: Walter Long

RE: SCENT Land Holdings, LLC
15 Exchange Dr., Lugoff, SC 29078

Dear Walter:

We do hereby certify that we have examined the public records of Kershaw County from April 23, 2010 to July 29, 2011, and based upon the aforesaid examination, we certify that **SCENT Land Holdings, LLC,** is vested with good, fee simple, marketable title to the property hereinafter described, subject to the following:

1. Such facts as would be disclosed by an accurate survey and inspection of the premises.

2. Possible unrecorded mechanics liens for labor done or materials purchased.

3. Taxes for the year 2011, a lien, not yet due and payable. Taxes for 2010 were paid in the amount of $4065.07.

4. Agricultural property is subject to additional taxes under 12-430-220 SC Code of Laws 1976, as amended, upon change of classification from agricultural to any other use.

5. Applicable zoning ordinances for the County of Kershaw.

6. This certificate will not insure against liens arising pursuant to 48-1-350 SC Code of Laws 1976, as amended (Pollution Control Act).

7. Any matters appearing of public records prior to 1947, the date this title examination commenced.

8. Mortgage of SCENT Land Holdings, LLC to First Palmetto Savings Bank, FSB dated July 6, 2009 and recorded in Book 2547 at page 134, in the principal sum of $125,000.00 (Parcel 1 ONLY).

9. Mortgage of SCENT Land Holdings, LLC to First Palmetto Savings Bank, FSB dated May 5, 2010 and recorded in Book 2667 at page 296, in the principal sum of $1,796,316.00; Assignment of Leases and Rents recorded in Book 2667 at page 305.

10. Mortgage of SCENT Land Holdings, LLC to Amy Puchalski dated September 1, 2010 and recorded in Book 2713 at page 267, in the principal sum of $1,201,059.00.

11. Subject to right-of-way to SC Pipeline Corp dated April 25, 1995 and recorded in Book 356 at page 178 and in Book JA at page 862.

9. Easement and right-of-way to Carolina Power & Light Co. dated December 5, 1986 and recorded in Book IY at page 2860 and in Book IT at page 1931.

10. Easement to SC Pipeline Corp dated April 15, 1987 and recorded in Book JA at page 861.

11. Subject to right-of-way to SC Public Service Authority dated April 13, 1987 and recorded in Book JA at page 1051.

12. Subject to overhead electric lines as shown on plat recorded in Book 2486 at page 105.

13. PARCEL 1 is Subject to Restrictions in Deed from Eastern Land & Timber Company, a South Carolina Limited Liability Partnership, to SCENT Land Holdings, LLC recorded at Book 2486 at page 108.

14. PARCEL 2 is Subject to Restrictions in Deed from Eastern Land & Timber Company, a South Carolina Limited Liability Partnership, to SCENT Land Holdings, LLC recorded at Book 2547 at page 126.

The property covered by this certificate is as described:

SEE ATTACHED EXHIBIT A

Very truly yours,

William B. Cox, Jr.

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

Plaintiffs' Ex 0283.295

If you want information about coverage or need assistance to resolve complaints, please call our toll free number 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our World-Wide Web site at http://www.stewart.com

LOAN POLICY OF TITLE INSURANCE
ISSUED BY

stewart
title guaranty company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of

1 *Title being vested other than as stated in Schedule A*
2 Any defect in or lien or encumbrance on the Title This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation,
      (ii) failure of any person or Entity to have authorized a transfer or conveyance,
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered,
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law,
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney,
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land
3 Unmarketable Title
4 No right of access to and from the Land
5 The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land,
   (b) the character, dimensions, or location of any improvement erected on the Land,
   (c) the subdivision of land; or
   (d) environmental protection

Countersigned

Authorized Countersignature

Wateree Abstract Company
Company Name

Camden, SC
City, State

stewart
title guaranty company

STEWART TITLE GUARANTY CO. INCORPORATED 1908 TEXAS

Senior Chairman of the Board

Chairman of the Board

President

Policy Serial No M-9302-001785876

STEWART TITLE GUARANTY COMPANY
SCHEDULE A

File No. 022840B Policy No.: M-9302-001785876
Loan No :

Address Reference: Street Address: 2 acres off US Hwy 601
County and State Kershaw, South Carolina

Amount of Insurance: $ 1,796,316 00 Premium: $ 3,312.12

Date of Policy: May 5, 2010
(or the date of recording of the insured mortgage, whichever is later.)

1 Name of Insured:
First Palmetto Savings Bank, FSB, its successors and/or assigns as their respective interests may appear.

2 The estate or interest in the land which is encumbered by the insured mortgage is:
Fee Simple

3 Title to the estate or interest in the land is vested in:
SCENT Land Holdings, LLC

4. The insured mortgage and assignments thereof, if any, are described as follows:
Mortgage from SCENT Land Holdings, LLC to First Palmetto Savings Bank, FSB, dated May 5, 2010, filed for record on May 7, 2010 in Book 2667 at page 296, in the principal sum of $1,796,316.00.

5 The land referred to in this policy is described as follows.

Parcel 1:
All that certain piece, parcel or lot of land, with any improvements thereton, 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.

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

TMS # 309-00-00-075

STEWART TITLE
GUARANTY COMPANY

File No: 022840B Policy No: M-9302-001785876
Loan No :

SCHEDULE B
EXCEPTIONS FROM COVERAGE

PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. Taxes for the year 2010, and subsequent years, a lien neither due or payable
2. No insurance is afforded as to the exact amount of acreage as described herein
3. Right-of-way to SC Pipeline Corp. dated April 25, 1995 and recorded in Book 356 at page 178 and in Book JA at page 862.
4. Easement and right-of-way to Carolina Power & Light Co dated December 5, 1986 and recorded in Book IY at page 2860 and in Book IT at page 1931.
5. Easement to SC Pipeline Corp. dated April 15, 1987 and recorded in Book JA at page 861.
6. Right-of-way to SC Public Service Authority dated April 13, 1987 and recorded in Book JA at page 1051.
7. Pending disbursement of the full proceeds of the loan secured by the mortgage set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title, up to the face amount of the policy
8. Any lien, or right to a lien, for labor, services, or material heretofore or hereafter furnished.
9. AS to Parcel 1:
   Restrictions appearing of record in that deed from Eastern Land & Timber Company, a South Carolina Limited Liability Partnership, to SCENT Land Holdings, LLC recorded at Book 2486, page 108, but this policy insures that said restrictions have not been violated and that a future violation thereof will not cause a forfeiture or reversion of title (Affirmative coverage applies to the Loan Policy ONLY)

   NOTE This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. ? 3604, law, (b) is exempt under 42 U S.C. ? 3607, or (c) relates to a handicap, but does not discriminate against handicapped people
10. AS to Parcel 2
    Restrictions appearing of record in that deed from Eastern Land & Timber Company, a South Carolina Limited Liability Partnership, to SCENT Land Holdings, LLC recorded at Book 2547, page 126, but this policy insures that said restrictions have not been violated and that a future violation thereof will not cause a forfeiture or reversion of title. (Affirmative coverage applies to the Loan Policy ONLY)

    NOTE This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. ? 3604, law, (b) is exempt under 42 U.S C. ? 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

STEWART TITLE
GUARANTY COMPANY

Covered Risks – Cont.

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice

6 An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice

7 The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records

8 Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge

9 The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
- (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation,
- (b) failure of any person or Entity to have authorized a transfer or conveyance,
- (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered,
- (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
- (e) a document executed under a falsified, expired, or otherwise invalid power of attorney,
- (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law, or
- (g) a defective judicial or administrative proceeding

10 The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance

11 The lack of priority of the lien of the Insured Mortgage upon the Title
- (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
  - (i) contracted for or commenced on or before Date of Policy, or
  - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance, and
- (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy

12 The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens

13 The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
- (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws, or
- (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
  - i) to be timely, or
  - ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor

14 Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions

Exclusions from Coverage

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of

1 (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
- (i) the occupancy, use, or enjoyment of the Land,
- (ii) the character, dimensions, or location of any improvement erected on the Land,
- (iii) the subdivision of land, or
- (iv) environmental protection, or the effect of any violation of these laws, ordinances, or governmental regulations This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5
- (b) Any governmental police power This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6

2 Rights of eminent domain This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8

3 Defects, liens, encumbrances, adverse claims, or other matters.
- (a) created, suffered, assumed, or agreed to by the Insured Claimant,
- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant,
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14), or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage

4 Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated

5 Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law

6 Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
- (a) a fraudulent conveyance or fraudulent transfer, or
- (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy

7 Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b)

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CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean

(a) "Amount of Insurance" The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions

(b) "Date of Policy" The date designated as "Date of Policy" in Schedule A

(c) "Entity" A corporation, partnership, trust, limited liability company, or other similar legal entity

(d) "Indebtedness" The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of

i) the amount of the principal disbursed as of Date of Policy,

ii) the amount of the principal disbursed subsequent to Date of Policy;

iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance,

iv) interest on the loan,

v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law,

vi) the expenses of foreclosure and any other costs of enforcement,

vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title,

viii) the amounts to pay taxes and insurance, and

ix) the reasonable amounts expended to prevent deterioration of improvements, but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured

(e) "Insured" The Insured named in Schedule A

(i) The term "Insured" also includes

(A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions,

(B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law,

(C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization,

(D) successors to an Insured by its conversion to another kind of Entity,

(E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured, or

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity,

(F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not,

(ii) With regard to (A), (B), (C), (D) , and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy

(f) "Insured Claimant" An Insured claiming loss or damage

(g) "Insured Mortgage" The Mortgage described in paragraph 4 of Schedule A

(h) "Knowledge" or "Known" Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title

(i) "Land" The land described in Schedule A, and affixed improvements that by law constitute real property The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy

(j) "Mortgage" Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law

(k) "Public Records" Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located

(l) "Title" The estate or interest described in Schedule A

(m) "Unmarketable Title" Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice

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CONDITIONS – Continued

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage .

5 DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured This obligation is limited to only those stated causes of action alleging matters insured against by this policy The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action It shall not be liable for and will not pay the fees of any other counsel The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy If the Company exercises its rights under this subsection, it must do so diligently

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness

(i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay, or

(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation

stewart title guaranty company

8 DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of
  (i) the Amount of Insurance,
  (ii) the Indebtedness,
  (iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or
  (iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,
  (i) the Amount of Insurance shall be increased by 10%, and
  (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid

(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions

(d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company

10 REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss

(b) The Insured's Rights and Limitations
  (i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage
  (ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation

(c) The Company's Rights Against Noninsured Obligors

The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy

13. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules") Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured Arbitration pursuant to this policy and under the Rules shall be binding upon the parties Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction

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14 **LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company In interpreting any provision of this policy, this policy shall be construed as a whole

(b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance

15. **SEVERABILITY.**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect

16. **CHOICE OF LAW; FORUM.**

(a) Choice of Law The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law

(b) Choice of Forum Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction

17. **NOTICES, WHERE SENT.**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P O Box 2029, Houston, TX 77252-2029

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ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by

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Stewart Title Guaranty Company, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements, all subject to the provisions of Schedules A and B and to the Conditions of this Commitment

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A

Countersigned

Authorized Countersignature

Wateree Abstract
Company Name

Camden, SC
City, State

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title guaranty company

STEWART TITLE GUARANTY CO. INCORPORATED 1908 TEXAS

Senior Chairman of the Board

Chairman of the Board

President

COMMITMENT SCHEDULE A

1. Commitment Date: April 23, 2010 at 08:30 AM
2. Policy (or Policies) to be issued:
   (a) Owner's Policy (ALTA Owner's Policy) ALTA Own. Policy (10/17/92) Policy Amount $2,200,000.00
   Proposed Insured:
   SCENT Land Holdings, LLC
   (b) Loan Policy (ALTA Loan Policy) ALTA Loan Policy (6-17-06) Policy Amount $1,796,316.00
   Proposed Insured.
   First Palmetto Savings Bank, FSB, its successors and/or assigns as their respective interests may appear.
   (c) Policy Amount $
   Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
   SCENT Land Holdings, LLC
4. The land referred to in the Commitment is described as follows:
   Parcel 1:
   All that certain piece, parcel or lot of land, with any improvements thereton, 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

STEWART TITLE
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SCHEDULE B - SECTION I
REQUIREMENTS

The following are the requirements to be compiled with:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. Execution by Owner/Seller/Contractor and Affidavit as to Debts and Liens and Affidavit and Indemnity.
3. Execution and Acknowledgement by Borrower/Purchaser of Form 39-30 (Mortgagor's Notice of Availability of Owner's Coverage) and Title Insurance Disclosure
4. Satisfaction/release of record of Mortgage from SCENT Land Holdings, LLC to First Palmetto Savings Bank, FSB dated July 6, 2009 recorded in Book 2547 at Page 134
5. Satisfaction/release of record of Mortgage from SCENT Land Holdings, LLC to First Palmetto Savings Bank, FSB dated March 3, 2009 recorded in Book 2486 at Page 116
6. Mortgage securing your loan
7. Evidence satisfactory to the Company that all corporations which are parties to the transaction are valid and subsisting under the laws of their respective domiciliary states, and that all necessary consents, authorizations, resolutions, notices and corporate actions required under applicable law or corporate bylaws have been conducted, given, or properly waived, such that the actions by the corporations, acting through their duly constituted officers, are valid and binding acts of said corporations. (NOTE: Opinions of Counsel for the respective corporations, in form and substance satisfactory to the Company, may be used to satisfy this requirement.)

SCHEDULE B - SECTION II
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Taxes for the year 2010, and subsequent years, a lien neither due or payable.
2. No insurance is afforded as to the exact amount of acreage as described herein
3. Right-of-way to SC Pipeline Corp. dated April 25, 1995 and recorded in Book 356 at page 178 and in Book JA at page 862
4. Easement and right-of-way to Carolina Power & Light Co. dated December 5, 1986 and recorded in Book IY at page 2860 and in Book IT at page 1931.
5. Easement to SC Pipeline Corp dated April 15, 1987 and recorded in Book JA at page 861
6. Right-of-way to SC Public Service Authority dated April 13, 1987 and recorded in Book JA at page 1051.
7. Pending disbursement of the full proceeds of the loan secured by the mortgage set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title, up to the face amount of the policy.
8. Any lien, or right to a lien, for labor, services, or material heretofore or hereafter furnished.
9. AS to Parcel 1:
   Restrictions appearing of record in that deed from Eastern Land & Timber Company, a South Carolina Limited Liability Partnership, to SCENT Land Holdings, LLC recorded at Book 2486, page 108, but this policy insures that said restrictions have not been violated and that a future violation thereof will not cause a forfeiture or reversion of title. (Affirmative coverage applies to the Loan Policy ONLY)

   NOTE. This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. ? 3604, law, (b) is exempt under 42 U.S.C. ? 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.
10. AS to Parcel 2.
    Restrictions appearing of record in that deed from Eastern Land & Timber Company, a South Carolina Limited Liability Partnership, to SCENT Land Holdings, LLC recorded at Book 2547, page 126, but this policy insures that said restrictions have not been violated and that a future violation thereof will not cause a forfeiture or reversion of title. (Affirmative coverage applies to the Loan Policy ONLY)

    NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. ? 3604, law, (b) is exempt under 42 U S.C. ? 3607, or (c) relates to a handicap, but does not discriminate against handicapped people

STEWART TITLE
GUARANTY COMPANY

(022840B pfd/022840B/20)

Plaintiffs' Ex 0283.308

CONDITIONS

1 The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2 If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3 Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties You may review a copy of the arbitration rules at< http://www.alta.org/>*

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All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P O. Box 2029, Houston, Texas 77252.

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January 7, 2010

James L. Gosdin
Senior VP / Chief Underwriting & Associate General Counsel
Stewart Title Guaranty -Home Office
1980 Post Oak Blvd , Suite 710
Houston, TX 77056

Addressee:
First Palmetto Savings Bank, F S.B Internal Lender Number: 40010627
Its successors and/or assigns as their interest
may appear.
1105 Broad Street
P. O. Box 861
Camden, SC 29020
(Covered Party)

Re. Closing Protection Letter/Insured Closing Letter
Issuing Agency File Number: 022840B
Buyer/Borrower SCENT Land Holdings, LLC

Property Address:
2 acres off US Hwy 1
Lugoff, SC 29078

Issuing Agency:
Wateree Abstract Company
c/o Savage, Royal & Sheheen
PO Drawer 10, 1111 Church St.
Camden, SC 29020

Dear Sir or Madam.

Stewart Title Guaranty Company (the "Company") agrees, subject to the Conditions and Exclusions set forth below, to reimburse you for actual loss of settlement funds incurred by you in connection with closings of real estate transactions conducted by the Issuing Agent or Approved Attorney provided:

(A) title insurance of the Company is specified for your protection in connection with the closing, and

(B) you are to be the (i) lender secured by a mortgage (including any other security instrument) of an interest in land, its assignees or a warehouse lender, (ii) purchaser of an interest in land, or (iii) lessee of an interest in land

and provided the loss arises out of:

1 Failure of the Issuing Agent or Approved Attorney to comply with your written closing instructions to the extent that they relate to (a) the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, including the obtaining of documents and the disbursement of funds necessary to establish the status of title or lien, or (b) the obtaining of any other document, specifically required by you, but only to the extent the failure to obtain the other document affects the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, and not to the extent that your instructions require a determination of the validity, enforceability or the effectiveness of the other document, or

2 Fraud, dishonesty or negligence of the Issuing Agent or Approved Attorney in handling your funds or documents in connection with the closings to the extent that fraud, dishonesty or negligence relates to the status of the title to that interest in land or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

If you are a lender protected under the foregoing paragraph, your borrower, your assignee and your warehouse lender in connection with a loan secured by a mortgage shall be protected as if this letter were addressed to them.

CONDITIONS AND EXCLUSIONS

1. The Company will not be liable to you for loss arising out of:

A Failure of the Issuing Agent or Approved Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in the binder or commitment shall not be deemed to be inconsistent

B Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Issuing Agent or the Approved Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.

C Defects, liens, encumbrances or other matters in connection with your purchase, lease or loan transactions except to the extent that protection against those defects, liens, encumbrances or other matters is afforded by a policy of title insurance not inconsistent with your closing instructions.

D. Fraud, dishonesty or negligence of your employee, agent, attorney or broker

E. Your settlement or release of any claim without the written consent of the Company.

F. Any matters created, suffered, assumed or agreed to by you or known to you.

2 If the closing is to be conducted by an Approved Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Approved Attorney.

3. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed Liability of the Company for reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of this right of subrogation.

4 The protection herein offered shall not extend to any transaction in which the funds you transmit to the Issuing Agent or Approved Attorney exceeds $5 million. The Company shall have no liability of any kind for the actions or omissions of the Issuing Agent or Approved Attorney in that transaction except as may be derived under the Company's commitment for title insurance policy of title insurance or other express written agreement Please contact the Company if you desire the protections of this letter to apply to that transaction This paragraph shall not apply to individual mortgage loan transactions on individual one-to-four-family residential properties (including residential townhouses, condominium and cooperative apartment units).

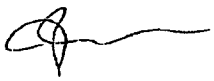
5. The Issuing Agent is the Company's agent only for the limited purpose of issuing title insurance policies Neither the Issuing Agent nor the Approved Attorney is the Company's agent for the purpose of providing other closing or settlement services. The Company's liability for your losses arising from those other closing or settlement services is strictly limited to the protection expressly provided in this letter Any liability of the Company for loss does not include liability for loss resulting from the negligence, fraud or bad faith of any party to a real estate transaction other than an Issuing Agent or Approved Attorney, the lack of creditworthiness of any borrower connected with a real estate transaction, or the failure of any collateral to adequately secure a loan connected with a real estate transaction. However, this letter does not affect the Company's liability with respect to its title insurance binders, commitments or policies

6 Either the Company or you may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than $2,000,000 If you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than $2,000,000, a claim arising under this letter may be submitted to arbitration only when agreed to by both the Company and you.

7. You must promptly send written notice of a claim under this letter to the Company at its principal office at P O Box 2029 in Houston, Texas 77252-2029. The Company is not liable for a loss if the written notice is not received within one year from the date of the closing.

8 The protection herein offered does not extend to real property transactions in Arkansas, Georgia, Florida, Louisiana, Missouri, New Jersey, New Mexico, North Carolina, New York, Ohio, Pennsylvania, Texas, Vermont, Virginia and West Virginia.

Any previous insured closing service letter or similar agreement is hereby cancelled, except for closings of your real estate transactions for which you have previously sent (or within 30 days hereafter send) written closing instructions to the Issuing Agent or Approved Attorney The protection herein offered will be effective on the date of this letter and will continue for a period of one year from the date of this letter, and not thereafter, or until cancelled by written notice from the company, whichever first occurs.

By: 

James L. Gosdin
Senior VP / Chief Underwriting & Associate General Counsel

002/STG Limitations CPL/002

c/o Savage, Royal & Sheheen PO Drawer 10, 1111 Church St * Camden, SC 29020 * (803)432-4391

SAVAGE ROYALL & SHEHEEN, L.L.P.
ATTORNEYS AND COUNSELORS AT LAW

EDWARD M ROYALL
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1903 - 1990
* CERTIFIED MEDIATOR & ARBITRATOR

1111 CHURCH STREET
CAMDEN S C 29020

P O DRAWER 10
CAMDEN S C 29021

TELEPHONE (803) 432-4391
FACSIMILE (803) 425-4816

July 2, 2009

First Palmetto Savings Bank, FSB
PO Box 861
Camden, SC 29021
Attn: Walter Long

RE: SCENT Land Holdings, LLC
1 acre, US Highway No. 601, Lugoff, SC

Dear Walter:

We do hereby certify that we have examined the public records of Kershaw County from December 30, 2008 to June 19, 2009, and based upon the aforesaid examination, we certify that **Eastern Land & Timber Co., a South Carolina Limited Liability Partnership,** is vested with good, fee simple, marketable title to the property hereinafter described, subject to the following:

1. Such facts as would be disclosed by an accurate survey and inspection of the premises.

2. Possible unrecorded mechanics liens for labor done or materials purchased.

3. Taxes for the year 2009, a lien, not yet due and payable.

4. Agricultural property is subject to additional taxes under 12-430-220 SC Code of Laws 1976, as amended, upon change of classification from agricultural to any other use.

5. Applicable zoning ordinances for the County of Kershaw.

6. This certificate will not insure against liens arising pursuant to 48-1-350 SC Code of Laws 1976, as amended (Pollution Control Act).

7. Any matters appearing of public records prior to 1947, the date this title examination commenced.

Plaintiffs' Ex 0283.313

8. Subject to right-of-way to SC Pipeline Corp dated April 25, 1995 and recorded in Book 356 at page 178 and in Book JA at page 862.

9. Easement and right-of-way to Carolina Power & Light Co. dated December 5, 1986 and recorded in Book IY at page 2860 and in Book IT at page 1931.

10. Easement to SC Pipeline Corp dated April 15, 1987 and recorded in Book JA at page 861.

11. Subject to right-of-way to SC Public Service Authority dated April 13, 1987 and recorded in Book JA at page 1051.

12. Subject to Restrictions to be listed in Deed from Eastern Land & Timber Company, a South Carolina Limited Liability Partnership, to SCENT Land Holdings, LLC.

The property covered by this certificate is as described:

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 ____ at page ____; 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.

TMS #portion of 309-00-00-032

Very truly yours,

William B. Cox, Jr.

Plaintiffs' Ex 0283.314

STATE OF SOUTH CAROLINA)
)
COUNTY OF KERSHAW)

CERTIFICATE

We do hereby certify that the mortgage of SCENT Land Holdings, LLC in an amount not to exceed $125,000.00 to First Palmetto Savings Bank, FSB dated July 6, 2009 and recorded in the office of the Register of Deeds for Kershaw County on July 8, 2009 in Book 2547 at page 134, constitutes a first lien on the property described therein, subject to the following:

1. Such facts as would be disclosed by an accurate survey and inspection of the premises.

2. Possible unrecorded mechanics liens for labor done or materials purchased.

3. Taxes for the year 2009, a lien due and payable, but not yet past due.

4. Agricultural property is subject to additional taxes under 12-430-220 SC Code of Laws 1976, as amended, upon change of classification from agricultural to any other use.

5. Applicable zoning ordinances for the County of Kershaw.

6. This certificate will not insure against liens arising pursuant to 48-1-350 SC Code of Laws 1976, as amended (Pollution Control Act).

7. Any matters appearing of public records prior to 1947, the date this title examination commenced.

8. Subject to right-of-way to SC Pipeline Corp dated April 25, 1995 and recorded in Book 356 at page 178 and in Book JA at page 862.

9. Easement and right-of-way to Carolina Power & Light Co. dated December 5, 1986 and recorded in Book IY at page 2860 and in Book IT at page 1931.

10. Easement to SC Pipeline Corp dated April 15, 1987 and recorded in Book JA at page 861.

11. Subject to right-of-way to SC Public Service Authority dated April 13, 1987 and recorded in Book JA at page 1051.

Plaintiffs' Ex 0283.315

12. Subject to Restrictions to be listed in Deed from Eastern Land & Timber Company, a South Carolina Limited Liability Partnership, to SCENT Land Holdings, LLC.

This certificate is based upon an examination of the public records of Kershaw County.

SAVAGE, ROYALL & SHEHEEN LLP

BY: _____
William B. Cox, Jr.

July 8, 2009

Plaintiffs' Ex 0283.316

If you want information about coverage or need assistance to resolve complaints, please call our toll free number 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our World-Wide Web site at http://www.stewart.com

LOAN POLICY OF TITLE INSURANCE
ISSUED BY

stewart
title guaranty company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of.

1. Title being vested other than as stated in Schedule A
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation,
      (ii) failure of any person or Entity to have authorized a transfer or conveyance,
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered,
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney,
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law, or
      (vii) a defective judicial or administrative proceeding
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land,
   (c) the subdivision of land, or
   (d) environmental protection

Countersigned

Authorized Countersignature

Wateree Abstract
Company Name

Camden, SC
City, State

stewart
title guaranty company

STEWART TITLE GUARANTY CO. INCORPORATED 1908 TEXAS

Senior Chairman of the Board

Chairman of the Board

President

Policy Serial No M-9302-001254302

ALTA Loan Policy (6-17-06) Agency ID: 400222 File Number 022840

SCHEDULE A

Name and Address of Title Insurance Company: Wateree Abstract Company
PO Drawer 10, 1111 Church St.
Camden, SC 29020

File Number. 022840 Policy Number. M-9302-001254302
Loan No.:
Address Reference: 1.00 acre off US Hwy 601
Lugoff, SC 29078
Amount of Insurance: $ 200,000.00 Premium $ 450 00
Date of Policy: March 3, 2009

1. Name of Insured.
   First Palmetto Savings Bank, FSB, its successors and/or assigns as their respective interests may appear.

2 The estate or interest in the Land that is encumbered by the Insured Mortgage is:
   Fee Simple

3. Title is vested in:
   SCENT Land Holdings, LLC

4. The Insured Mortgage and its assignments thereof, if any, are described as follows.
   Mortgage from SCENT Land Holdings, LLC to First Palmetto Savings Bank, FSB, dated March 3, 2009, in the principal sum of $200,000.00.

5 The Land referred to in this policy is described as follows·

   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 January 19, 2009 and recorded in the office of the Register of Deeds for Kershaw County in Book 4146 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 86 15' 50" W for a distance of 302.13 feet; thence turning and running N 03 51' 29" E for a distance of 145.62 feet; thence turning and running N 87 12' 47" E for a distance of 27.71 feet, thence running S 86 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.

   TMS #portion of 309-00-00-032

Wateree Abstract Company

SCHEDULE B

File Number: 022840 Policy Number: M-9302-001254302

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of.

1. Taxes for the year 2009, and subsequent years, a lien neither due or payable.
2. No insurance is afforded as to the exact amount of acreage as described herein.
3. Agricultural property is subject to additional taxes under 12-430-220SC Code of Laws, as amended, upon change of classification from agricultural to any other use.
4. Right-of-way to SC Pipeline Corp. dated April 25, 1995 and recorded in Book 356 at page 178 and in Book JA at page 862
5. Easement and right-of-way to Carolina Power & Light Co dated December 5, 1986 and recorded in Book IY at page 2860 and in Book IT at page 1931.
6. Easement to SC Pipeline Corp. dated April 15, 1987 and recorded in Book JA at page 861.
7. Right-of-way to SC Public Service Authority dated April 13, 1987 and recorded in Book JA at page 1051.
8. Subject to overhead electric line as shown on plat prepared for SCENT Land Holdings, LLC by Robert H. Lackey Surveying, Inc. dated January 19, 2009.
9. Restrictions appearing of record in that deed from Eastern Land & Timber Company, a South Carolina Limited Liability Partnership to SCENT Land Holdings, LLC recorded at Book 2486, page 108, but this policy insures that said restrictions have not been violated and that a future violation thereof will not cause a forfeiture or reversion of title. (Affirmative coverage applies to the Loan Policy ONLY)

   NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U S.C ? 3604, law, (b) is exempt under 42 U.S.C. ? 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

Covered Risks – Cont.

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice

6 An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7 The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records

8 Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge

9 The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
- (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation,
- (b) failure of any person or Entity to have authorized a transfer or conveyance,
- (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered,
- (d) failure to perform those acts necessary to create a document by electronic means authorized by law,
- (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
- (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
- (g) a defective judicial or administrative proceeding

10 The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance

11 The lack of priority of the lien of the Insured Mortgage upon the Title
- (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
  - (i) contracted for or commenced on or before Date of Policy; or
  - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
- (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy

12 The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens

13 The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
- (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws, or
- (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
  - i) to be timely, or
  - ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor

14 Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions

Exclusions from Coverage

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of

1 (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
- (i) the occupancy, use, or enjoyment of the Land,
- (ii) the character, dimensions, or location of any improvement erected on the Land,
- (iii) the subdivision of land, or
- (iv) environmental protection, or the effect of any violation of these laws, ordinances, or governmental regulations This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5
- (b) Any governmental police power This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6

2 Rights of eminent domain This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8

3 Defects, liens, encumbrances, adverse claims, or other matters
- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant,
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14), or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage

4 Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated

5 Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law

6 Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
- (a) a fraudulent conveyance or fraudulent transfer, or
- (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy

7 Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b)

stewart title guaranty company

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean

(a) "Amount of Insurance" The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions

(b) "Date of Policy" The date designated as "Date of Policy" in Schedule A

(c) "Entity" A corporation, partnership, trust, limited liability company, or other similar legal entity

(d) "Indebtedness" The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of

i) the amount of the principal disbursed as of Date of Policy,

ii) the amount of the principal disbursed subsequent to Date of Policy,

iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance,

iv) interest on the loan,

v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;

vi) the expenses of foreclosure and any other costs of enforcement,

vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;

viii) the amounts to pay taxes and insurance, and

ix) the reasonable amounts expended to prevent deterioration of improvements, but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured

(e) "Insured" The Insured named in Schedule A

(i) The term "Insured" also includes

(A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions,

(B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law,

(C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization,

(D) successors to an Insured by its conversion to another kind of Entity,

(E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured, or

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity,

(F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not,

(ii) With regard to (A), (B), (C), (D) , and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy

(f) "Insured Claimant" An Insured claiming loss or damage

(g) "Insured Mortgage". The Mortgage described in paragraph 4 of Schedule A

(h) "Knowledge" or "Known" Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title

(i) "Land" The land described in Schedule A, and affixed improvements that by law constitute real property The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(j) "Mortgage" Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law

(k) "Public Records". Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located

(l) "Title": The estate or interest described in Schedule A

(m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice

stewart
title guaranty company

Plaintiffs' Ex 0283.321

4. **PROOF OF LOSS**
In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage

5 **DEFENSE AND PROSECUTION OF ACTIONS**
(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured This obligation is limited to only those stated causes of action alleging matters insured against by this policy The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action It shall not be liable for and will not pay the fees of any other counsel The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy
(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy If the Company exercises its rights under this subsection, it must do so diligently
(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order

6 **DUTY OF INSURED CLAIMANT TO COOPERATE**
(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim

7. **OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**
In case of a claim under this policy, the Company shall have the following additional options
(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness
(i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay, or
(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security
Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation
(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant
(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay, or
(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay
Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation

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title guaranty company

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of
   (i) the Amount of Insurance,
   (ii) the Indebtedness,
   (iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or
   (iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,
   (i) the Amount of Insurance shall be increased by 10%, and
   (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid

(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions

(d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company

10 REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss

(b) The Insured's Rights and Limitations
   (i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage
   (ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation

(c) The Company's Rights Against Noninsured Obligors

The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy

13. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules") Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured Arbitration pursuant to this policy and under the Rules shall be binding upon the parties Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction

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title guaranty company

14 **LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company In interpreting any provision of this policy, this policy shall be construed as a whole

(b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

15. **SEVERABILITY.**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect

16. **CHOICE OF LAW; FORUM.**

(a) Choice of Law The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law

(b) Choice of Forum Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction

17. **NOTICES, WHERE SENT.**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P O Box 2029, Houston, TX 77252-2029

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ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by

stewart
title guaranty company

Stewart Title Guaranty Company, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

stewart
title guaranty company

Senior Chairman of the Board

Authorized Countersignature

Chairman of the Board

Wateree Abstract
Company Name

President

Camden, SC
City, State

Wateree Abstract Company

Commitment Number: 022840

SCHEDULE A

1. Effective Date. January 2, 2009 at 08:30 AM

2. Policy or Policies to be issued: Amount

   (a) __X__ Owner's Policy (ALTA Own. Policy (10/17/92)) $ 200,000.00
   Proposed Insured:
   SCENT Land Holdings, LLC

   (b) __X__ Loan Policy (ALTA Loan Policy (6-17-06)) $ 200,000.00
   Proposed Insured:
   First Palmetto Savings Bank, FSB, its successors and/or assigns as their respective interests may appear.

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
   Eastern Land & Timber Company, LLP

5. The land referred to in the Commitment is described as follows:

   All that certain piece, parcel or lot of land, situate, lying and bieng 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 ____ at page ____; 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 86 115' 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 a portion of that conveyed to Eastern Land & Timber Company, a South Carolina Limited Liability Partnership, by the following deeds recorded in the office of the Register of Deeds for Kershaw County: Quit Claim Deed of Gay L. Conder dated December 24, 2008 and recorded in Book 2457 at page 274 on December 30, 2008; Quit Claim Deed of Joanna Conder Heaton dated December 21, 2008 and recorded in Book 2457 at page 286 on December 30, 2008; Quit Claim Deed of R. Justin Conder dated December 24, 2008 and recorded in Book 2457 at page 280 on December 30, 2008; Quit Claim Deed of R. Justin Conder, Co-Trustee and Joanna Conder Heaton, Co-Trustee of the JHC Trust, dated December 24, 2008 and recorded in Book 2457 at page 283 on December 30, 2008; Quit Claim Deed of John W. Conder, IV dated December 24, 2008 and recorded in Book 2457 at page 277 on December 30, 2008; Quit Claim Deed of Lydia Conder Vann dated December 9, 2008 and recorded in Book 2459 at page 151 on January 2, 2009; Deed of Westvaco Corporation (formerly West Virginia Pulp and Paper Company) dated October 4, 1971 and recorded in Book HY at page 2341 on October 5, 1971.

   TMS #portion of 309-00-00-032

Wateree Abstract Company

Commitment Number: 022840

SCHEDULE B

1. Requirements:
   1. Mortgage securing your loan
   2. Recordation of deed from fee simple title holder(s) vesting fee simple title in Grantee named herein.
   3. Instruments necessary to create the estate or interest to be insured must be property executed, delivered and duly filed for record.
   4. Execution by Owner/Seller/Contractor an Affidavit as to Debts and Liens or Affidavit and Indemnity.
   5. Execution and Acknowledgment by Borrower/Purchaser of Form 39-30 (Mortgagor's Notice of Availability of Owner's Coverage) and Title Insurance Disclosure.
   6. The Company reserves the right to make such other requirements and exceptions as may be appropriate once the details of the transaction and the nature and identity of the parties are determined and made known to the Company.
   7. Evidence satisfactory to the Company that all corporations which are parties to the transaction are valid and subsisting under the laws of their respective domiciliary states, and that all necessary consents, authorizations, resolutions, notices and corporate actions required under applicable law or corporate bylaws have been conducted, given, or properly waived, such that the actions by the corporations, acting through their duly constituted officers, are valid and binding acts of said corporations. (NOTE: Opinions of Counsel for the respective corporations, in form and substance satisfactory to the Company, may be used to satisfy this requirement.)
   8. Evidence satisfactory to the Company that all partnerships which are parties to the transaction are valid and subsisting under the laws of their respective domiciliary states, and that all necessary consents, authorizations, resolutions, notices and partnership actions required under applicable law or partnership agreements (including, without limitation, filings required by SC Code Section 33-42-210, 33-42-300 or 33-42-1620) have been conducted, given or properly waived, such that the actions by the partnerships, acting through their duly constituted representatives, are valid and binding acts of said partnerships. (NOTE: Opinions of Counsel for the respective partnerships, in form and substance satisfactory to the Company, may be used to satisfy this requirement.)
2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
   1. Taxes for the year 2009, and subsequent years, a lien neither due or payable.
   2. No insurance is afforded as to the exact amount of acreage as described herein.
   3. Agricultural property is subject to additional taxes under 12-430-220SC Code of Laws, as amended, upon change of classificatior from agricultural to any other use.
   4. Right-of-way to SC Pipeline Corp. dated April 25, 1995 and recorded in Book 356 at page 178 and in Book JA at page 862.
   5. Easement and right-of-way to Carolina Power & Light Co. dated December 5, 1986 and recorded in Book IY at page 2860 and in Book IT at page 1931.

SCHEDULE B
(Continued)

Commitment Number: 022840

6. Easement to SC Pipeline Corp. dated April 15, 1987 and recorded in Book JA at page 861.
7. Right-of-way to SC Public Service Authority dated April 13, 1987 and recorded in Book JA at page 1051.
8. Subject to overhead electric line as shown on plat prepared for SCENT Land Holdings, LLC by Robert H. Lackey Surveying, Inc. dated January 19, 2009.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at< http://www.alta.org/>.*

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All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

ALTA Commitment (6/17/06)

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by

stewart
title guaranty company

Stewart Title Guaranty Company, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned

Authorized Countersignature

Wateree Abstract
Company Name

Camden, SC
City, State

stewart
title guaranty company

STEWART TITLE GUARANTY CO. INCORPORATED 1968 TEXAS

Senior Chairman of the Board

Chairman of the Board

President

Wateree Abstract Company

Commitment Number: 022840

SCHEDULE A

1. Effective Date: February 13, 2009 at 08:30 AM

2. Policy or Policies to be issued: Amount

   (a) __X__ Owner's Policy (ALTA Own. Policy (10/17/92)) $ 200,000.00
   Proposed Insured:
   SCENT Land Holdings, LLC

   (b) __X__ Loan Policy (ALTA Loan Policy (6-17-06)) $ 200,000.00
   Proposed Insured:
   First Palmetto Savings Bank, FSB, its successors and/or assigns as their respective interests may appear.

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
   Eastern Land & Timber Company, LLP

5 The land referred to in the Commitment is described as follows:

All that certain piece, parcel or lot of land, situate, lying and bieng 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 ____ at page ____; 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 86 115' 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 a portion of that conveyed to Eastern Land & Timber Company, a South Carolina Limited Liability Partnership, by the following deeds recorded in the office of the Register of Deeds for Kershaw County: Quit Claim Deed of Gay L. Conder dated December 24, 2008 and recorded in Book 2457 at page 274 on December 30, 2008; Quit Claim Deed of Joanna Conder Heaton dated December 21, 2008 and recorded in Book 2457 at page 286 on December 30, 2008; Quit Claim Deed of R. Justin Conder dated December 24, 2008 and recorded in Book 2457 at page 280 on December 30, 2008; Quit Claim Deed of R. Justin Conder, Co-Trustee and Joanna Conder Heaton, Co-Trustee of the JHC Trust, dated December 24, 2008 and recorded in Book 2457 at page 283 on December 30, 2008; Quit Claim Deed of John W. Conder, IV dated December 24, 2008 and recorded in Book 2457 at page 277 on December 30, 2008; Quit Claim Deed of Lydia Conder Vann dated December 9, 2008 and recorded in Book 2459 at page 151 on January 2, 2009; Deed of Westvaco Corporation (formerly West Virginia Pulp and Paper Company) dated October 4, 1971 and recorded in Book HY at page 2341 on October 5, 1971.

TMS #portion of 309-00-00-032

Wateree Abstract Company

Commitment Number: 022840

SCHEDULE B

1. Requirements:

   1. Mortgage securing your loan

   2. Recordation of deed from fee simple title holder(s) vesting fee simple title in Grantee named herein.

   3. Instruments necessary to create the estate or interest to be insured must be property executed, delivered and duly filed for record.

   4. Execution by Owner/Seller/Contractor an Affidavit as to Debts and Liens or Affidavit and Indemnity.

   5. Execution and Acknowledgment by Borrower/Purchaser of Form 39-30 (Mortgagor's Notice of Availability of Owner's Coverage) and Title Insurance Disclosure.

   6. The Company reserves the right to make such other requirements and exceptions as may be appropriate once the details of the transaction and the nature and identity of the parties are determined and made known to the Company.

   7. Evidence satisfactory to the Company that all corporations which are parties to the transaction are valid and subsisting under the laws of their respective domiciliary states, and that all necessary consents, authorizations, resolutions, notices and corporate actions required under applicable law or corporate bylaws have been conducted, given. or properly waived, such that the actions by the corporations, acting through their duly constituted officers, are valid and binding acts of said corporations. (NOTE Opinions of Counsel for the respective corporations, in form and substance satisfactory to the Company, may be used to satisfy this requirement.)

   8. Evidence satisfactory to the Company that all partnerships which are parties to the transaction are valid and subsisting under the laws of their respective domiciliary states, and that all necessary consents, authorizations, resolutions, notices and partnership actions required under applicable law or partnership agreements (including, without limitation, filings required by SC Code Section 33-42-210, 33-42-300 or 33-42-1620) have been conducted, given or properly waived, such that the actions by the partnerships, acting through their duly constituted representatives, are valid and binding acts of said partnerships. (NOTE. Opinions of Counsel for the respective partnerships, in form and substance satisfactory to the Company, may be used to satisfy this requirement.)

2 Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

   1. Taxes for the year 2009, and subsequent years, a lien neither due or payable.

   2. No insurance is afforded as to the exact amount of acreage as described herein.

   3. Agricultural property is subject to additional taxes under 12-430-220SC Code of Laws, as amended, upon change of classification from agricultural to any other use.

   4 Right-of-way to SC Pipeline Corp dated April 25, 1995 and recorded in Book 356 at page 178 and in Book JA at page 862.

   5. Easement and right-of-way to Carolina Power & Light Co dated December 5, 1986 and recorded in Book IY at page 2860 and in Book IT at page 1931.

SCHEDULE B
(Continued)

Commitment Number: 022840

6 Easement to SC Pipeline Corp. dated April 15, 1987 and recorded in Book JA at page 861.

7. Right-of-way to SC Public Service Authority dated April 13, 1987 and recorded in Book JA at page 1051.

8. Subject to overhead electric line as shown on plat prepared for SCENT Land Holdings, LLC by Robert H. Lackey Surveying, Inc. dated January 19, 2009.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions

3 Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at< http://www.alta.org/>.*

stewart
title guaranty company

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P O. Box 2029, Houston, Texas 77252.

stewart
title guaranty company

February 26, 2009

James L. Gosdin
Chief Underwriting Counsel / Senior Vice President
Stewart Title Guaranty -Home Office
1980 Post Oak Blvd., Suite 710
Houston, TX 77056

Addressee:
First Palmetto Savings Bank, F.S.B. Internal Lender Number. 40010627
Its successors and/or assigns as their interest may appear.
1105 Broad Street
P. O. Box 861
Camden, SC 29020
(Covered Party)

Re: Closing Protection Letter/Insured Closing Letter
Issuing Agency File Number 022840
Buyer/Borrower. SCENT Land Holdings, LLC

Property Address:
1 acre off US Hwy 601
Lugoff, SC 29078

Issuing Agency.
Wateree Abstract Company
c/o Savage, Royal & Sheheen
PO Drawer 10, 1111 Church St.
Camden, SC 29020

Dear Sir or Madam

Stewart Title Guaranty Company (the "Company") agrees, subject to the Conditions and Exclusions set forth below, to reimburse you for actual loss of settlement funds incurred by you in connection with closings of real estate transactions conducted by the Issuing Agent or Approved Attorney provided

(A) title insurance of the Company is specified for your protection in connection with the closing; and

(B) you are to be the (i) lender secured by a mortgage (including any other security instrument) of an interest in land, its assignees or a warehouse lender, (ii) purchaser of an interest in land, or (iii) lessee of an interest in land

and provided the loss arises out of

1 Failure of the Issuing Agent or Approved Attorney to comply with your written closing instructions to the extent that they relate to (a) the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, including the obtaining of documents and the disbursement of funds necessary to establish the status of title or lien, or (b) the obtaining of any other document, specifically required by you, but only to the extent the failure to obtain the other document affects the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, and not to the extent that your instructions require a determination of the validity, enforceability or the effectiveness of the other document, or

2. Fraud, dishonesty or negligence of the Issuing Agent or Approved Attorney in handling your funds or documents in connection with the closings to the extent that fraud, dishonesty or negligence relates to the status of the title to that interest in land or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

If you are a lender protected under the foregoing paragraph, your borrower, your assignee and your warehouse lender in connection with a loan secured by a mortgage shall be protected as if this letter were addressed to them

Plaintiffs' Ex 0283.335

CONDITIONS AND EXCLUSIONS

1. The Company will not be liable to you for loss arising out of:

A Failure of the Issuing Agent or Approved Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in the binder or commitment shall not be deemed to be inconsistent

B Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Issuing Agent or the Approved Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.

C Defects, liens, encumbrances or other matters in connection with your purchase, lease or loan transactions except to the extent that protection against those defects, liens, encumbrances or other matters is afforded by a policy of title insurance not inconsistent with your closing instructions.

D. Fraud, dishonesty or negligence of your employee, agent, attorney or broker.

E Your settlement or release of any claim without the written consent of the Company.

F. Any matters created, suffered, assumed or agreed to by you or known to you.

2 If the closing is to be conducted by an Approved Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Approved Attorney

3 When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of this right of subrogation.

4 The protection herein offered shall not extend to any transaction in which the funds you transmit to the Issuing Agent or Approved Attorney exceeds $10 million The Company shall have no liability of any kind for the actions or omissions of the Issuing Agent or Approved Attorney in that transaction except as may be derived under the Company's commitment for title insurance policy of title insurance or other express written agreement. Please contact the Company if you desire the protections of this letter to apply to that transaction This paragraph shall not apply to individual mortgage loan transactions on individual one-to-four-family residential properties (including residential townhouses, condominium and cooperative apartment units).

5. The Issuing Agent is the Company's agent only for the limited purpose of issuing title insurance policies Neither the Issuing Agent nor the Approved Attorney is the Company's agent for the purpose of providing other closing or settlement services. The Company's liability for your losses arising from those other closing or settlement services is strictly limited to the protection expressly provided in this letter Any liability of the Company for loss does not include liability for loss resulting from the negligence, fraud or bad faith of any party to a real estate transaction other than an Issuing Agent or Approved Attorney, the lack of creditworthiness of any borrower connected with a real estate transaction, or the failure of any collateral to adequately secure a loan connected with a real estate transaction. However, this letter does not affect the Company's liability with respect to its title insurance binders, commitments or policies.

6 Either the Company or you may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than $2,000 000 If you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than $2,000,000, a claim arising under this letter may be submitted to arbitration only when agreed to by both the Company and you.

7 You must promptly send written notice of a claim under this letter to the Company at its principal office at P O Box 2029 in Houston. Texas 77252-2029 The Company is not liable for a loss if the written notice is not received within one year from the date of the closing.

8. The protection herein offered does not extend to real property transactions in Arkansas, Georgia, Florida, Louisiana, Missouri, New Jersey, New Mexico, North Carolina, New York, Ohio, Pennsylvania, Texas, Vermont, Virginia and West Virginia

Any previous insured closing service letter or similar agreement is hereby cancelled, except for closings of your real estate transactions for which you have previously sent (or within 30 days hereafter send) written closing instructions to the Issuing Agent or Approved Attorney. The protection herein offered will be effective on the date of this letter and will continue for a period of one year from the date of this letter, and not thereafter, or until cancelled by written notice from the company, whichever first occurs.

By:

James L. Gosdin
Chief Underwriting Counsel / Senior Vice President

002/STG Limitations CPL/002

c/o Savage, Royal & Sheheen PO Drawer 10, 1111 Church St * Camden, SC 29020 * (803)432-4391

stewart
title guaranty company

February 26, 2009

James L. Gosdin
Chief Underwriting Counsel / Senior Vice President
Stewart Title Guaranty -Home Office
1980 Post Oak Blvd., Suite 710
Houston, TX 77056

Addressee:
First Palmetto Savings Bank, F.S.B. Internal Lender Number: 40010827
Its successors and/or assigns as their interest may appear.
1105 Broad Street
P. O. Box 861
Camden, SC 29020
(Covered Party)

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Issuing Agency File Number: 022840
Buyer/Borrower: SCENT Land Holdings, LLC

Property Address:
1 acre off US Hwy 601
Lugoff, SC 29078

Issuing Agency:
Wateree Abstract Company
c/o Savage, Royal & Sheheen
PO Drawer 10, 1111 Church St.
Camden, SC 29020

Dear Sir or Madam:

Stewart Title Guaranty Company (the "Company") agrees, subject to the Conditions and Exclusions set forth below, to reimburse you for actual loss of settlement funds incurred by you in connection with closings of real estate transactions conducted by the Issuing Agent or Approved Attorney provided:

(A) title insurance of the Company is specified for your protection in connection with the closing; and

(B) you are to be the (i) lender secured by a mortgage (including any other security instrument) of an interest in land, its assignees or a warehouse lender, (ii) purchaser of an interest in land, or (iii) lessee of an interest in land

and provided the loss arises out of:

1. Failure of the Issuing Agent or Approved Attorney to comply with your written closing instructions to the extent that they relate to (a) the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, including the obtaining of documents and the disbursement of funds necessary to establish the status of title or lien, or (b) the obtaining of any other document, specifically required by you, but only to the extent the failure to obtain the other document affects the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, and not to the extent that your instructions require a determination of the validity, enforceability or the effectiveness of the other document, or

2. Fraud, dishonesty or negligence of the Issuing Agent or Approved Attorney in handling your funds or documents in connection with the closings to the extent that fraud, dishonesty or negligence relates to the status of the title to that interest in land or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

If you are a lender protected under the foregoing paragraph, your borrower, your assignee and your warehouse lender in connection with a loan secured by a mortgage shall be protected as if this letter were addressed to them.

CONDITIONS AND EXCLUSIONS

1. The Company will not be liable to you for loss arising out of:

A. Failure of the Issuing Agent or Approved Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in the binder or commitment shall not be deemed to be inconsistent.

B. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Issuing Agent or the Approved Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.

C. Defects, liens, encumbrances or other matters in connection with your purchase, lease or loan transactions except to the extent that protection against those defects, liens, encumbrances or other matters is afforded by a policy of title insurance not inconsistent with your closing instructions.

D. Fraud, dishonesty or negligence of your employee, agent, attorney or broker.

E. Your settlement or release of any claim without the written consent of the Company.

F. Any matters created, suffered, assumed or agreed to by you or known to you.

2. If the closing is to be conducted by an Approved Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Approved Attorney.

3 When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of this right of subrogation.

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5. The Issuing Agent is the Company's agent only for the limited purpose of issuing title insurance policies. Neither the Issuing Agent nor the Approved Attorney is the Company's agent for the purpose of providing other closing or settlement services. The Company's liability for your losses arising from those other closing or settlement services is strictly limited to the protection expressly provided in this letter. Any liability of the Company for loss does not include liability for loss resulting from the negligence fraud or bad faith of any party to a real estate transaction other than an Issuing Agent or Approved Attorney, the lack of creditworthiness of any borrower connected with a real estate transaction, or the failure of any collateral to adequately secure a loan connected with a real estate transaction. However, this letter does not affect the Company's liability with respect to its title insurance binders, commitments or policies.

6. Either the Company or you may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than $2,000,000. If you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than $2,000,000, a claim arising under this letter may be submitted to arbitration only when agreed to by both the Company and you.

7. You must promptly send written notice of a claim under this letter to the Company at its principal office at P.O. Box 2029 in Houston, Texas 77252-2029. The Company is not liable for a loss if the written notice is not received within one year from the date of the closing.

8. The protection herein offered does not extend to real property transactions in Arkansas, Georgia, Florida, Louisiana, Missouri, New Jersey, New Mexico, North Carolina, New York, Ohio, Pennsylvania, Texas, Vermont, Virginia and West Virginia.

Any previous insured closing service letter or similar agreement is hereby cancelled, except for closings of your real estate transactions for which you have previously sent (or within 30 days hereafter send) written closing instructions to the Issuing Agent or Approved Attorney. The protection herein offered will be effective on the date of this letter and will continue for a period of one year from the date of this letter, and not thereafter, or until cancelled by written notice from the company, whichever first occurs.

By:

James L. Gosdin
Chief Underwriting Counsel / Senior Vice President

002/STG Limitations CPL/002

c/o Savage, Royal & Sheheen PO Drawer 10, 1111 Church St * Camden, SC 29020 * (803)432-4391

COMMERCIAL LOAN APPLICATION - SUMMARY

IMPORTANT APPLICANT INFORMATION Federal law requires financial institutions to obtain sufficient information to verify your identity You may be asked several questions and to provide one or more forms of identification to fulfill this requirement In some instances we may use outside sources to confirm the information The information you provide is protected by our privacy policy and federal law

SCENT LAND HOLDINGS, LLC	FIRST PALMETTO SAVINGS BANK, FSB	Date 09-26-2011
~~PO BOX 520~~	407 DEKALB STREET	Telephone #
~~CCOFF, SC 29078~~	CAMDEN, SC 29020	Taxpayer I D # 263-44-4911
		Nature of Business
Applicant's Name and Address	Creditor's Name and Address	Business Year End Date

General Information

Legal Relationship ☐ Corporation ☐ Partnership ☐ Sole-Proprietorship ☐ Other

Authorization Resolution Dated ☐ Submitted with Statement ☐ On File With Creditor ☐ To Be Provided

Income Tax Return Filed Through What Date Are Any Returns Being Contested or Audited ☐ Yes ☒ No

Name of Accountant or Accounting Firm

Names of Persons Authorized to Borrow Money on Behalf of and in the Name of the Applicant

Loan Request

Amount Requested $ 1,723,600.00 ☒ Secured ☐ Unsecured ☒ Initial Request ☐ Additional Advance

Purpose of Loan MODIFY EXISTING DEBT(LOAN #75-086869- Terms

5)

Financial Summary (See page 2 for explanation)

☐ Financial Statement Submitted with this Summary ☐ Current Financial Statement on File with Creditor

Assets		Liabilities	
Current Assets		Current Liabilities	
Account/Trade Receivables		Long Term Liabilities	
Inventory - Gross		Other Liabilities	
Fixed Assets		Total Liabilities	
Other		Net Worth (Total Assets minus Total Liabilities)	
Total Assets		Total Liabilities and Net Worth	

Profit and Loss		Additional Information Requested
From	To	Date of Birth - (for individuals only)
Net Sales		
Gross Profit		
Net Operating Profit		
Net Profit/Loss		

Equal Credit Opportunity Notice

Were your gross revenues $1,000,000 or less in your previous fiscal year?

☐ Yes ☒ No

If you answered "yes" and the Creditor denies your application for credit, you have the right to a written statement of the specific reasons for the denial To obtain the statement please contact

within 60 days from the date you are notified of Creditor's decision The Creditor will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement The notice at right describes additional protections extended to you

NOTICE The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter into a binding contract), because all or a part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act The federal agency that administers compliance with this law concerning this creditor is

OFFICE OF THRIFT SUPERVISION
1475 PEACHTREE STREET NW
ATLANTA, GA 30309

☐ NOTICE - JOINT CREDIT:

We intend to apply for joint credit (initials) _____

DEFINITIONS

1 **Current Assets** - Cash, marketable securities, accounts receivable - trade (net), inventory (net) and other current assets

2 **Account/Trade Receivables** - All current accounts and notes and deferred notes, less reserve for bad debts

3 **Inventory-Gross** - Value of finished goods, work in progress and raw materials

4 **Fixed Assets** - Net value of all land, buildings, machinery, equipment, fixtures, furniture, etc

5 **Total Assets** - All current assets, receivables, inventory, fixed assets and amounts due from officers and employees, investments, deferral/prepaid expenses, cash surrender value of life insurance policies and others

6 **Current Liabilities** - Bank notes payable, other trade notes payable, accounts payable-trade, other accounts payable, due to officers and employees, taxes-income other, accrued expenses, long term debt due within one year, other current liabilities

7 **Long Term Liabilities** - Notes, bonds, and mortgages and other accounts coming due in one year or more

8 **Total Liabilities** - All current, long term and other liabilities

9 **Net Sales** - All sales less discounts, charge-backs and allowances

10 **Gross Profit** - Net sales less the cost of goods sold

11 **Net Operating Profit** - Gross profit less expenses, (selling, general and administrative, interest, depreciation), officer's compensation, provision for bad debt and other expenses

12 **Net Profit or Loss** - Net operating profit, plus other income, less federal, state and local taxes

13 **Gross Revenues** - Value of all sales and services provided prior to deducting discounts, charge backs and allowances This amount is requested to determine Applicant's rights and Creditor's obligations under the Equal Credit Opportunity Act The term has no exact accounting definition and Creditor will rely on value provided by Applicant

CALIFORNIA NOTICE

For transactions secured by real property Hazard Insurance exceeding the replacement value of the real property is not required as a condition of this loan

This information and the information provided on all accompanying financial statements and schedules is provided for the purpose of obtaining credit for the Applicant(s) or for the purpose of Applicant(s) guaranteeing credit for others Applicant(s) acknowledge that representations made in this statement will be relied on by Creditor in its decision to grant such credit This Statement is true and correct in every detail and accurately represents the financial condition of the Applicant(s) on the date given below Creditor is authorized to make all inquiries it deems necessary to verify the accuracy of the information contained herein and to determine the creditworthiness of the Applicant(s) Applicant(s) will promptly notify Creditor of any subsequent changes which would affect the accuracy of this Statement Creditor is further authorized to answer any questions about Creditor's credit experience with Applicant(s) Applicant(s) are aware that any knowing or willful false statements regarding the value of the above property for purposes of influencing the actions of Creditor can be a violation of federal law, 18 U S C & 1014, and may result in a fine or imprisonment or both

In addition, each individual signing below authorizes the Creditor to check their individual credit account and employment history and have a credit reporting agency prepare a consumer credit report on them

By signing below, the undersigned agree(s) to all the terms and conditions beginning on page 1 through the bottom of page 2 of this Application

SCENT LAND HOLDINGS, LLC

By _____ 9/26/11
Signature ROBERT PUCHALSKI Date

By _____ 9/26/11
Signature DAVID MACY VIDRINE Date

By _____
Signature Date

By _____
Signature Date

COMMERCIAL LOAN APPLICATION - SUMMARY

IMPORTANT APPLICANT INFORMATION: Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

SCENT LAND HOLDINGS, LLC	FIRST PALMETTO SAVINGS BANK, FSB	Date 05-05-2010
1165 HIGHWAY 1 SOUTH, SUITE 300	407 DEKALB STREET	Telephone #
LUGOFF, SC 29078	CAMDEN, SC 29020	Taxpayer I.D.# 263-44-4911
		Nature of Business
Applicant's Name and Address	Creditor's Name and Address	Business Year End Date

General Information

Legal Relationship: ☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other

Authorization Resolution Dated: ☐ Submitted with Statement ☐ On File With Creditor ☐ To Be Provided

Income Tax Return Filed Through What Date: Are Any Returns Being Contested or Audited: ☐ Yes ☒ No

Name of Accountant or Accounting Firm:

Names of Persons Authorized to Borrow Money on Behalf of and in the Name of the Applicant:

Loan Request

Amount Requested $1,796,316.00 ☒ Secured ☐ Unsecured ☐ Initial Request ☒ Additional Advance

Purpose of Loan ESTABLISH CONSTRUCTION LOAN Terms

Financial Summary (See page 2 for explanation)

☐ Financial Statement Submitted with this Summary ☑ Current Financial Statement on File with Creditor

Assets		Liabilities	
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Total Assets		Total Liabilities and Net Worth	

Profit and Loss

From	To
Net Sales	
Gross Profit	
Net Operating Profit	
Net Profit/Loss	

Additional Information Requested

Date of Birth: (for individuals only)

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Were your gross revenues $1,000,000 or less in your previous fiscal year?

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SCENT LAND HOLDINGS, LLC

By _____ Date
Signature ROBERT PUCHALSKI

By _____ Date
Signature

By _____ Date
Signature

By _____ Date
Signature

SCENT Appraisal Review

Real Estate Appraisers and Consultants, LLC

R·E·A·C

"We're on point with value"

FILE MEMORANDUM

TO: First Palmetto Savings Bank
Post Office Box 430
Camden, South Carolina 29021
Attn: C. Vernon Hammond, Sr. VP
Asset and Valuation Review

FROM: George E. Knight, Jr., MAI
SC State Certified General
Real Estate Appraiser No CG 1531

RE: Appraisal Review of Proposed Medical Office Building. Hwy. 601, Lugoff, Kershaw County, South Carolina; TMS# 309-00-00-032
My File No 10-009K

DATE: January 27, 2010

The following File Memorandum is intended to comply with the minimum requirements of the Uniform Standards of Professional Appraisal Practice and Advisory Opinions (USPAP) for Standard Rule 3 (Appraisal Review, Development and Reporting), 2009 edition. The appraisal that is subject to this review was prepared by C. Vernon Hammond and Sarah J Hammond A copy of the appraisal was provided by and a copy retained by First Palmetto Savings Bank. The date of my review is January 27. 2010, and the effective date of the review is based upon the date of the report December 30. 2009; therefore, the review is subject to the USPAP in effect in 2009

A. Client, Intended Users, Intended Use of Opinions and Conclusions. and Purpose of Assignment

The client is First Palmetto Savings Bank. The Intended users include First Palmetto Savings Bank The intended use of the reviewer's opinions and conclusions is for the client to have a credible opinion from a qualified real estate appraiser stating if the appraisal being reviewed is in compliance with USPAP regarding the completeness of material. adequacy and relevance of data, and appropriateness of the appraisal methods and techniques used. The scope of work of the review does not include the development of an opinion of value by the reviewer The report being reviewed was prepared by C. Vernon Hammond and Sarah J. Hammond and is dated December 30. 2009. The effective date is June 1, 2010, date of completion of construction. The report involves a tract of land containing 2.00 acres and proposed construction of a 9,862 square foot medical office building located along Hwy. 601, Lugoff, Kershaw County. South Carolina. These decisions will be relied upon to determine if the appraisal prepared by Mr. Hammond and Ms. Hammond was prepared in compliance with USPAP with relevance to completeness, adequacy of data, propriety of adjustments to data. scope of work applicable, and appropriateness of appraisal methods and techniques.

17 Calendar Court, Suite 1 • Columbia, SC 29206
Telephone: 803.787.0092 • Fax. 803.787.0802 • Toll Free: 800.452.0694 • www.reacllc.com

Plaintiffs' Ex 0283.345

The purpose of the assignment is to perform a review of the above-referenced appraisal prepared by C. Vernon Hammond and Sarah J. Hammond, as outlined, to determine the report's compliance with the USPAP requirements as well as accepted appraisal methods and techniques for an appraisal used to value real property involved in a federally related transaction.

B. Subject of Review, Date of Review, Property and Ownership Interest; Date of Work and Effective Date of Opinion or Conclusion; and Appraiser who Completed Work Under Review

The subject of the review is the appraisal of a 2 00 acre parcel of land with proposed construction of a 9,862 square foot medical office building located along Hwy 160, Lugoff, Kershaw County, South Carolina, owned now or formerly by SC ENT Land Holdings, LLC and Robert Puchalski, MD, and appraised by C. Vernon Hammond and Sarah J Hammond, in a written report dated December 30, 2009, with an effective date of June 1, 2010, date of completion of construction. Mr. Hammond and Ms. Hammond are appraisers with the firm of Palmetto Valuation & Appraisal, LLC. 1105 Broad Street. Camden, South Carolina 29020. January 27, 2010 is the effective date of the review.

C. Scope of Work Performed

At the client's request, I have performed a desk review of the above-referenced appraisal. In performing this review, I have reviewed the written report prepared by C. Vernon Hammond and Sarah J Hammond dated December 30, 2009. I have not performed any field inspections of the subject or the comparable sales. I have not reviewed the public records or obtained tax cards for the subject and the comparable sales. No additional verification of the factual data for the subject or the comparable sales has been completed. Additional steps taken to assist the client in making informed decisions include determining if the report is in compliance with USPAP requirements as well as what the appraiser's peers actions would be in performing the same or similar assignment in compliance with USPAP. The scope of work does not include the development of the reviewer's opinion of value.

D. Opinion as to Completeness of Material Under Review

The appraisal submitted is lacking sufficient details on the market data for the reviewer to verify the completeness of the data. The deficiencies are outlined in detail within the review.

The following are the binding requirement for STANDARD 2: REAL PROPERTY APPRAISAL, REPORTING My comments for each requirement are italicized after each requirement.

Standards Rule 2-1 (This Standards Rule contains binding requirements from which departure is not permitted.)

Each written or oral real property appraisal report must:

(a) clearly and accurately set forth the appraisal in a manner that will not be misleading;

Report is lacking details on market data, more detail and analysis requested

(b) contain sufficient information to enable the intended users of the appraisal to understand the report properly; and

Report is lacking details on market data, more detail and analysis requested

(c) clearly and accurately disclose all extraordinary assumption, hypothetical condition, and limiting conditions used in the assignment.

Prospective value is a hypothetical condition.

Standards Rule 2-2 (This Standards Rule contains binding requirements from which departure is not permitted.)

Each written real property appraisal report must be prepared under one of the following three options and prominently state which option is used: Self-Contained Appraisal Report, Summary Appraisal Report, or Restricted Use Appraisal Report.

Appraisal Development and Reporting Section· Complete appraisal no longer term. Complete or restricted are not two levels of appraisal development Scope of work determines level of development Three reporting options remain as stated

(b) The content of the Summary Appraisal Report must be consistent with the intended use of the appraisal and, at a minimum:

(i) state the identity of the client and any intended users, by name or type;

Satisfied

(ii) state the intended use of the appraisal;

Satisfied

(iii) **summarize information sufficient to identify the real estate involved in the appraisal, including the physical and economic property characteristics relevant to the assignment;**

Satisfied

(iv) **state the real property interest appraised:**

Satisfied

(v) **state the type and definition of value and cite the source of the definition;**

Satisfied

(vi) **state the effective date of the appraisal and the date of the report;**

The effective date should be current. The prospective date can estimate a point in time for completion of the project but the effective date is based on the current market data

(vii) **summarize the scope of work used to develop the appraisal;**

Satisfied but not sufficiently summarized in the valuation sections outlining that all sources of market data have been considered and reported Scope of work is appraisers decision based on what is required for credible results, not lending institutions decision A second section on scope of work is included within the report.

(viii) **summarize the information analyzed, the appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions; exclusion of the sales comparison approach, cost approach, or income approach must be explained;**

Satisfied but not sufficiently summarized in the valuation sections outlining that all sources of market data have been considered and reported

(ix) **state the use of the real estate existing as of the date of value and the use of the real estate reflected in the appraisal; and, when an opinion of highest and best use was developed by the appraiser, summarize the support and rationale for that opinion;**

Limited analysis in highest and best use of site as vacant as well as for "as improved" (proposed) section. Estimate of NOI does not relate to a financially feasible or maximally productive analysis No analysis of land as vacant other than current use is Highest and Best Use.

(x) state all extraordinary assumptions and hypothetical conditions; and state that their use might have affected the assignment results;

A prospective value is a hypothetical condition based on a future event that has not occurred No "As Is" value stated for property as of the effective date.

(xi) include a signed certification in accordance with Standards Rule 2-3.

Satisfied

E. Opinion as to Adequacy and Relevance of Data

The report provides limited information and analysis for the data relied upon.

- *Demographics in General Area and Regional Data out of date (2000 and 2004).*
- *No zoning analysis on use or alternative uses*
- *No tax analysis estimate for property as proposed or analysis of the current tax law affecting new properties and the tax impacts (Point of Sale)*
- *No data sheet or summary on each land sale*
- *No adjustment grid or analysis to conclude final value estimate Don't follow $80,000 road and impact on land value, is this further deducted from the $250,000 land value?*
- *Cost Approach – not clear if this is actual estimate Discrepancies between actual estimate in addenda and cost approach in report. Verify allowances versus additional cost for parking lot, signage, porch and landscaping Additional verification of actual cost versus market through national cost estimate or cost comparables beneficial to determine if proposed cost is market*
- *No data sheet or summary on each improved sale, no photos of improved sales*
- *Adjustment grid provided but no analysis to conclude final value estimate*
- *No discussion on market conditions*
- *Rental grid provided but no analysis to conclude final market rent*
- *No discussion on market conditions or available properties for rent in the local market. What is the local competition or indication if none present.*
- *No discussion of market vacancy.*
- *No analysis to reconcile capitalization rate with alternative methods in developing rate, only uses survey method from national data*
-

F. Opinion as Appropriateness of Appraisal Methods and Techniques Used

The methods and techniques are appropriate for developing a value conclusion using the sales comparison, the cost approach The income approach is deficient in development and support of the capitalization rate. Although this review does not include the reviewer's opinion of value, the lack of data and analysis outlined previously is the deficient area in leading the reader/reviewer to reasonably supported conclusion.

G. Opinion as to Whether Analysis and Conclusions are Appropriate and Reasonable

The scope of work does not include the development of the reviewer's opinion of value. Therefore, I have not made a conclusion as to the whether the value conclusions made by Mr. Hammond and Ms Hammond in the reviewed appraisal are appropriate and reasonable

Respectfully submitted.

George E. Knight, Jr., MAI
S. C. State Certified General
Real Estate Appraiser, No CG 1531

GEKjr.kdw
Attachments:
Certification of Review Appraiser
Assumptions and Limiting Conditions
Qualifications of George E Knight, Jr., MAI

I, the undersigned appraiser, do hereby certify that, except as otherwise noted in this appraisal:

The facts and data reported by the reviewer and used in this review process are true and correct.

The analyses, opinions, and conclusions in this review are limited only by the assumptions and limiting conditions stated in this review report and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment

My compensation and engagement of this assignment is not contingent upon the developing or reporting of a predetermined result, action or event resulting from the analysis, opinions, or conclusions in this review or from its use

The reported analyses, opinions, and conclusions were developed, and this review report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

I have not made a personal inspection of the property that is the subject of the work under review unless otherwise noted below.

No one provided significant appraisal, appraisal review, or appraisal consulting assistance to the persons signing this report

The use of this review report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives

That as of the date of this report, George E Knight, Jr., MAI, has completed the requirements of the continuing education program of the Appraisal Institute

SIGNED:

George E. Knight, Jr., MAI
South Carolina State Certified General
Real Estate Appraiser No. CG 1531

1. The report attached hereto is based upon data and information contained in the appraisal report that is the subject of this review as well as additional information from other sources that may be applicable

2. It is assumed that the data and information are factual and accurate.

3. The reviewer reserves the right to consider any additional data or information that may subsequently become available to him and to revise his opinions and conclusions if such data and information indicate the need of such change.

4. All of the assumptions and limiting conditions contained in the appraisal report that is the subject of this review are also conditions of this review unless otherwise stated.

Professional Designation
Member, Appraisal Institute (MAI) Certificate No. 12091

Education
Bachelor of Science Degree, Business Administration, Real Estate and Finance
University of South Carolina, May 1981

Appraisal Education
Core Courses
Appraisal Institute
Course 1A1, Real Estate Appraisal Principles, February 1985
Course SPP, Standards of Professional Practice Part A & B, September 1991 & March 1992
Course 1A2, Basic Valuation Procedures, May 1992
Course 310, Capitalization Theory and Techniques, Part A, May 1993
Course 310, Capitalization Theory and Techniques, Part B, November 1992
Course 320, General Applications, April 1994
Course 520, Highest & Best Use and Market Analysis, October 1998
Course 530, Advanced Applications, October 2000
Course 410, Standards of Professional Practice, May 2006
Course 510, Advanced Sales Comparison and Cost Approaches, January 2007
Course 540, Report Writing and Valuation Analysis, June 2007
Course 400, 15 Hour Update USPAP, March 2010
Course 530, Advanced Income Capitalization, November 2011
Course 420, 7 Hour Update USPAP, May 2012

Current Seminars
Appraisal Institute
"Introduction to Appraising Air Conservation Easements", October 2001
Partial Interest Valuation, Undivided, Course 01-CE-165, April 2002
Establishing the Standard of an Appraisal in Your Courts and Of Commissions, April 2003
Improving Appraisals, July 2003
"The Emerging Mark to Market Valuation for Financial Reporting Purposes", October 2003
Scope of Work: Expanding Your Range of Services, January 2004
The Basics of the Real Estate Profession, July 2004
Reinvestment, Repositioning, Redevelopment, Course 02-CE-165, October 2002
Market Analysis & Using the Site to Its Business, October 2005
Real Estate Investment and Development, January 2006
Case Preparation, April 2006
Subdivision Valuation, June 2006
Conservation Easement Valuation, July 2006
Advanced Report Form Appraising, July 2006
Al Reports – Al 300 Summary Report Practicum, July 2006
Forecasting Revenue, March 2007
The Real Estate Economy: What's In Store for Us?, July 2007
The Valuation of Wetlands, July 2007
Analyzing Distressed Real Estate, January 2008
Financing Commercial Construction, March 2008
Spotlight on USPAP: Common Errors and Issues, July 2008
Business Practices and Ethics, November 2008
Appraising Impacted Commercial Real Estate: How Wrong Could You Be?, October 2009
Property Tax Reform Act of 2009 – Its Effect on Market Value, January 2010

CLE Seminars
Eminent Domain: The Nuts and Bolts of Public Taking Issues, November 2005

American Society of Farm Managers and Rural Appraisers
Timber and Timberland Valuation, Course 8-CE-1A, February 2006

Professional Associations
Appraisal Institute
Leadership Development Advisory Council (LDAC), March 2001–March 2005, May 2009
Leadership Development, Advisory Council (LDAC), May 2007–Discussion Leader
Leadership Development Advisory Council (LDAC), April 2008–Vice Chair, April 2009–Chair
Appraisal Institute Education Trust, Committee Member, 2003

Appraisal Institute – SC Chapter
Chairman, Associate Governing Committee (2004–2005)
Co-Chairman, Government Relations Committee (2005–2006)
Chairman, Government Relations Committee (2006–2008, 2009)
Chapter Secretary (2001), Chapter Treasurer (2002), 2nd Vice President (2003)

International Right of Way Association – Upper and Middle Carolina Chapter
Nominating Committee Chairman (Dec. 2005–Dec. 2006)

Greater Columbia Association of Realtors

Other Associations
Leadership Columbia, Class of 2006
Leadership Columbia, Graduate Committee (2006–2007, 2008)
Leadership Columbia, Alumni Association Board (2006–2007, 2009–Present, Vice-President 2010)
Columbia Rotary Club (2002–Present)
Spirit Communications (SCI), Board of Directors (2004–Present)
U.S. Real Estate Appraisers Board, Internal Review Committee (2009–Present)

Professional Experience
Real Estate Services for State Capital Realtors, June 1981–June 1985
Research Assistant to Associate Appraiser for Jeffrey Powers & Associates, Inc., February 1985–June 1985
Appraiser and Partner – Real Estate Appraisers and Consultants, LLC (REAC), Real Estate Appraisal Consultants, 1985–Present
Broker in Charge and Owner – The Knight Company, LLC, Real Estate Brokerage Firm, 2004–Present
Qualified as an expert witness in Circuit Court for State Carolina and North Carolina

Licensing
South Carolina State Licensed Real Estate Broker
South Carolina State Certified General Real Estate Appraiser, Certificate No. CG1211
Georgia Certified General Real Property Appraiser No. CG-3102
North Carolina State Certified General Real Estate Appraiser No. A4456

Palmetto Valuation & Appraisal, LLC
1105 Broad Street
Camden, SC 29020
Phone 803-424-5020

INVOICE

INVOICE #C10-003
DATE: JANUARY 11, 2010

TO:
Mr. Walter M. Long, Jr.
Senior Vice President & Commercial Lender
First Palmetto Savings Bank, FSB
407 Dekalb Street
Camden, South Carolina 29020

Appraisal of Proposed Medical Office Building
SC Highway 601, South
Lugoff, South Carolina 29078
TMS#0309-00-00-0320
Borrower – SC ENT Land Holdings, LLC

C. VERNON HAMMOND
South Carolina Certified General Appraiser #5782
Palmetto Valuation & Appraisal, LLC
1105 Broad Street
Camden, South Carolina 29020

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
3 copies	Complete Summary Report - Proposed Medical Office Building SC Highway 601, South Lugoff , South Carolina 29078 SC ENT Land Holdings, LLC TMS#0309-00-00-0320		$3,800.00
		TOTAL DUE	$3,800.00

Received By: _____
Date: _____

Plaintiffs' Ex 0283.354

Complete Appraisal – Summary Report of

South Carolina ENT, Inc.
Proposed Medical Office Building
TMS# 309-00-00-032
SC Highway 601, South
Lugoff, Kershaw County, SC

Our File #C09-075

For
Mr. Walter M. Long, Jr.
Senior Vice President
First Palmetto Savings Bank, FSB
407 Dekalb Street
Camden, SC 29020

As of
December 30, 2009

By
C. Vernon Hammond
South Carolina Certified General #5782
Palmetto Valuation & Appraisal, LLC
Camden, South Carolina 29020

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Plaintiffs' Ex 0283.355

PALMETTO VALUATION & APPRAISAL, LLC

December 30, 2009

Mr. Walter M. Long
Senior Vice President
First Palmetto Savings Bank, FSB
407 Dekalb Street
Camden, SC 29020

Re: **Appraisal of Proposed Medical Office Building**
South Carolina ENT, Inc.
Highway 601, South
Lugoff, South Carolina
TMS # 309-00-00-032
Our File #C09-075

Dear Mr. Long:

We have prepared a complete appraisal of the above referenced property, as of December 30, 2009. The objective of this appraisal is to provide our opinion of the current market value of the Fee Simple Interest based on condition "as completed per plans and specifications". Therefore this will be "Prospective Market Value at Completion".
This is proposed construction and this report assumes that all work will be done in a professional and workmanlike manner. This appraisal is being reported in a summary format.

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards rule 2-2(b) of *USPAP*, for a Summary Appraisal Report. As such, it represents summary descriptions and discussions of the subject property as well as the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. The appraiser is not responsible for unauthorized use of this report.

1105 BROAD STREET · CAMDEN, SC 29020 · (803) 424-5020
PALMETTOVALUATION@YAHOO.COM

Plaintiffs' Ex 0283.356

PALMETTO VALUATION & APPRAISAL, LLC

The subject property is a proposed two story commercial building with 9,862 heated SF, with a 756 SF covered drive /entrance way. It is a Class A medical office building that will be one of the largest and newest in the entire county. It will be a state of the art facility which will house an existing viable medical practice. The subject site contains a total of 2.0 acres or 87,120 SF. The property is located at Highway 601 South, Lugoff, Kershaw County, South Carolina.

The reliance of this report is limited to the client; everyone else is considered an unintended user. All information contained within this submitted report is strictly for the sole use of the client, and may not be used for any purpose by another party without the written consent of the appraiser.

Subject to the assumptions and limiting conditions, extraordinary assumptions, hypothetical conditions, certifications, and definitions, the current fee simple market value, based on condition "as completed per plans and specifications", as of date of completion, June 1, 2010 is:

TWO MILLION TWO HUNDRED THOUSAND DOLLARS & no/100's
($2,200,000.00)

1105 BROAD STREET · CAMDEN, SC 29020 · (803) 424-5020
PALMETTOVALUATION@YAHOO.COM

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PALMETTO VALUATION & APPRAISAL, LLC

If we can be of any further assistance, please do not hesitate to contact us.

Respectfully submitted,

C. Vernon Hammond
SC Certified General Appraiser #5782

Sarah J. Hammond
SC Apprentice Appraiser # AA6314

1105 BROAD STREET · CAMDEN, SC 29020 · (803) 424-5020
PALMETTOVALUATION@YAHOO.COM

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PALMETTO VALUATION & APPRAISAL, LLC

Mission Statement

Palmetto Valuation & Appraisal, LLC is committed to providing our clients with realistic, reliable residential and commercial appraisal services and development consulting services that will enable our clients to make informed decisions that are vital to their success in the accomplishment of their goals.

We will provide our services to owners, lenders, investors, and developers in a professional manner for fees that are both reasonable and profitable.

Plaintiffs' Ex 0283.359

PREFACE

An appraisal is a type of research into the law of probabilities with respect to real estate. Through the appraiser's education, training, experience, and integrity, he is able to project sellers' and buyers' past activities into a forecast of real estate value. Because of the individuality and uniqueness of each property, comparisons of like properties often entail adjustments in arriving at a conclusion. Financial consideration for similar properties sometimes reflects sentiment, compassion, bias, politics, specific needs, lack of understanding, and other factors not considered by the impartial appraiser. The appraiser cannot be an advocate; else he belies the reason for his profession.

An appraisal cannot be guaranteed; cannot be proved; however, the opinions of value can be substantiated and justified. The final conclusion is the result of professional analysis of a considerable quantity of physical and economic facts. An appraisal must not be considered absolute, but should be used as a basis for decision making between parties involved in the property, whatever their interests.

With the foregoing in mind, the reader is invited to review the following report, which sets forth the data and reasoning leading to the value estimate of the subject property.

Plaintiffs' Ex 0283.360

CONFIDENTIALITY OF CLIENT AND PROPERTY INFORMATION

In the early part of the 1980's, the leaders of several professional appraiser organizations saw the need to set forth a common set of professional practice standards. They felt that these standards were necessary to create trust between the general public and the professional appraisers.

The lack of trust was due primarily to the problems which occurred in the 1980's, by what is known as "The Savings & Loan Crisis".

Eight U.S. based professional appraisal organizations plus "The Appraisal Institute of Canada" formed an Ad Hoc Committee which developed the Uniform Standards of Professional Practice (USPAP).

Congress passed Title XI of The Financial Institutions Reform, Recovery and Enforcement Act during 1989. By passing this bill, Congress recognized and authorized USPAP.

The Confidentiality section of the Ethics Provision of USPAP provides the following:

> **An appraiser must protect the confidential nature of the appraiser-client relationship.**
>
> **An appraiser must act in good faith with regard to the legitimate interests of the client in the use of confidential information and in the communication of assignment results.**
>
> **An appraiser must be aware of, and comply with, all confidentiality and privacy laws and regulations**

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applicable in an assignment.

USPAP allows the appraiser to disclose confidential information to the following:

- **The client and persons specifically authorized by the client.**
- **State enforcement agencies and such third parties as may be authorized by due process of law.**

and/or

- **Duly authorized professional peer review committee, except when such disclosure to a committee would violate applicable law or regulation.**

(It is unethical for a member of a duly authorized professional peer review committee to disclose confidential information presented to the committee.)

Types of Information

There are two types of categories of information used by an appraiser to develop their Opinion of Value. They are:

- Public Information
- Nonpublic Information

Public information such as zoning, taxes, flood areas, and sizes of land or building can be obtained within the public domain.

This information can be obtained by the public from the Courthouse, assessor's office or zoning office.

Since this information is a matter of public record, it is not confidential.

Nonpublic information such as current rents, tenant information, sales agreements, future expansion and appraisal results are privileged to the client and intended users of

Plaintiffs' Ex 0283.362

the appraisal report.

Since nonpublic information cannot be obtained within the public domain, it is confidential. This information cannot be divulged to any other than those previously stated in the section.

Palmetto Valuation & Appraisal, LLC pledges to keep all nonpublic information confidential and to recognize it as the property of the client and intended user of this appraisal report.

Plaintiffs' Ex 0283.363

GLOSSARY

Addenda – Additional section added to the end of the report, containing maps, photos, and other clarification data.

Accrued Depreciation – Loss in value from any and all causes.

Actual Age – The chronological age of an improvement. This is a number.

Capitalization Rate – A rate of return which is used to convert Net Operating Income into an Indication of Value.

Contract Rent – The rent called for in the Rental Contract or Lease.

Debt Cover Ratio – The number of times that the Net Operating Income will make the mortgage payment.

Discount Rate – The rate of return necessary to attract capital. Also, the rate of which pre-tax income is discounted into its present worth.

Economic Life – The condition of a building expressed in a number of years.

Effective Age – The present condition of the improvement stated in a number of years, i.e. a building may be 20 years old but it looks like it is 10 years old.

Equity – The amount of money an investor puts into an investment.

Equity Dividend – The return an investor receives on his equity (also known as cash on cash).

Expenses – These are the expenses which are charged against real estate. These expenses can either be fixed, such as taxes and insurance, or operating, such as

Plaintiffs' Ex 0283.364

repairs, utilities, and janitorial.

Going-In Capitalization Rate – The Capitalization Rate used to capitalize the first year's Net Operating Income into an Estimate of Value. This rate is used in the Straight Line Capitalization technique.

Gross Potential Income – The Gross Income that a property is capable of producing if it were 100% rented.

Internal Rate of Return – The rate of interest that discounts the pre-income tax cash flow received by the equity invested back into its present worth. This is also known as the Discount Rate.

Leased Fee Estate – The interest or estate an owner has in this property as a result of the existing lease.

Leasehold Estate – The interest a tenant has in a leased property as a result of the existing lease.

Market Rent – The amount of rent that a property would produce if exposed to the market.

Net Operating Income – Gross Potential Income less Vacancy and Credit Loss and Fixed and Operating Expenses.

Terminal Capitalization Rate – The Capitalization Rate used to estimate the Resale or Reversion Value of the property at the end of the Holding Period. This rate is generally higher than the Going-In Capitalization Rate.

Plaintiffs' Ex 0283.365

Unencumbered Fee Simple Ownership – The highest form of ownership. An ownership that is not encumbered by any liens and/or leases.

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APPRAISAL DEVELOPMENT AND REPORTING OPTION

There are two levels of appraisal development; the Complete Appraisal and the Restricted Appraisal. There are three reporting options; Self Contained Report, Summary Report, and Restricted Report. These are defined below.

A **Complete Appraisal** is the act or process of estimating value or an estimate of value without invoking the Departure Provision.

Self-Contained Appraisal Report: This is the most detailed and complete reporting option. The length and descriptive detail in such a report should fully support the reasoning and conclusions of the appraiser. This is commonly referred to as a "Full Narrative Report".

Summary Report: Should contain a summary of all information significant to the conclusion of the appraisal report. It is less detailed than a Self-Contained Report.

Restricted Appraisal Report: Should contain a brief statement of information significant to the solution of the appraisal problem. It is intended for use only by the client: everyone else is considered an unintended user.

Development Level and Reporting Option Used

This report is intended to be a Complete Appraisal - Summary Report.

Appraisal Development	Appraisal Reporting
Complete Appraisal	Self-Contained Appraisal
Complete Appraisal	Summary Appraisal
Complete Appraisal	Restricted Appraisal

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EXECUTIVE SUMMARY

Name:	Two Story Commercial Office Building Class A Medical Office Building
Property Location:	Highway 601, South Lugoff, South Carolina
Tax Map No.:	TMS# 309-00-00-032
Ownership:	SC ENT Land Holdings, LLC Robert Puchalski, MD Camden South Carolina
Type Property:	Commercial Office Building
Current Use:	Proposed Medical Office Building
Type Appraisal:	Summary Appraisal Report
Utilities:	All Public
Municipality:	Unincorporated Kershaw County
Date of Appraisal:	June 1, 2010
Date of Inspection:	December 30, 2009
Interest Appraised:	Unencumbered Fee Simple
Highest and Best Use: As Vacant: As Improved:	 Office / Institutional Commercial Office Building (medical)
Land Size:	2.0 acres or 87,120 square feet
Building Size:	9,862 Square Feet – Main Building 756 Square Feet – Covered Drive/Entrance Way
Land to Building Ratio	8.84, Adequate
Zoning:	Kershaw County Zoning Industrial I-1

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Flood Map No.:	Per the Flood Insurance Rate Maps for Kershaw Co. SC, Flood Panel # 45055C0429E, dated 12/19/2006, subject doesn't appear to be in flood hazard area.

Value Conclusions:

Market Approach:	$2,350,000.00
Cost Approach:	$2,250,000.00
Income Capitalization Approach:	$2,200,000.00
FINAL MARKET VALUE:	**$2,200,000.00**
Marketing Time:	12-24 Months

APPRAISAL PROCEDURE, FORMAT, AND USE RESTRICTION

Based on our agreement we are using the Cost, Income, and Market Approaches to value. The appraisal is being presented in a summary format which is intended to meet the minimal requirements of such, as specified under Standards Rule 2.2 of *USPAP*. The use and reliance of this report is strictly limited to the client. After careful consideration and discussion with First Palmetto Savings Bank, it has been determined that even though locational adjustments will be required, the Market Approach will be employed. Most similar properties are constructed and owned by end users; therefore the sales are very limited. The locational adjustments will be large but should still render a reliable value so therefore it will be utilized in this report. In reviewing markets in Camden, Florence and Columbia it does appear that there have been limited sales in the $175.00- $250.00 per square foot including the lot. First Palmetto Savings Bank, FSB is the client and intended user of this report. All others are unintended users. Any other use of this report without our written permission is prohibited.

COMPETENCY STATEMENT

The *Uniform Standards of Professional Appraisal Practice (USPAP)* contains a provision relative to the ability of the appraiser to perform the appraisal assignment in a competent manner. This provision requires that prior to accepting an appraisal assignment; the appraiser must thoroughly and properly identify the appraisal problem and possess the knowledge and experience to adequately and competently complete the appraisal assignment. In the event the appraiser does not possess adequate background and knowledge with which to appropriately address the appraisal assignment, he/she may draw upon or associate with another appraiser or consultant who does possess the necessary background and experience. In those instances where association with another individual was utilized, the name(s) of the individual and the extent of the association is identified herein. Therefore, with respect to the preparation of this report the provisions of the competency requirement have been adequately met.

HYPOTHETICAL CONDITIONS

None.

EXTRAORDINARY ASSUMPTIONS

This is proposed construction and the appraiser assumes that all work will be done in a professional and workmanlike manner. The values assigned in this report are calculated assuming that the subject improvements are completed as called for in the plans and specifications supplied by SC ENT, Inc. The appraiser makes no guarantee or warranty as to the accuracy of said plans and specifications. The final reconciled value is done **"SUBJECT TO COMPLETION PER PLANS AND SPECIFICATIONS"**.

Plaintiffs' Ex 0283.370

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

Plaintiffs' Ex 0283.371

This appraisal report has been made with the following general limiting conditions:

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

2. Possession of this report, or a copy thereof, does not carry with it the right of publication.

3. The appraisers, by reason of this appraisal, are not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or the firms with which the appraisers are connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraisers.

5. That one or both of the appraisers have personally inspected the subject property and finds no obvious evidence of structural deficiencies except as stated in this report; however, no responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, earthquake, or occupancy codes, can be assumed without provision of specific professional or governmental inspections.

6. That no termite inspection report was available, and the appraiser assumed the improvements to be free of infestation or damage caused by termites or other wood boring insects.

7. Hazardous Waste: Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraisers' inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed

Plaintiffs' Ex 0283.372

for any such conditions, nor for any expertise or engineering knowledge required to discover them.

8. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider possible non-compliance with the requirements of the ADA in estimating the value of the property.

9. Wetlands legislation is ever changing and interpretations of their whereabouts are beyond the appraiser's expertise. If wetlands exist and their impact on the value of the subject property are not discussed in this report, the value estimate for the subject will need to be reconsidered by the appraiser and the value conclusions contained herein are not applicable.

10. The liability of Palmetto Valuation & Appraisal, LLC, its employees and independent contractors is limited to the client only and to the fee actually received by the appraiser. Further, there is no accountability, obligation, or liability to any third party. If this report is put in the hands of anyone other than the client, the client make such party aware of all limiting conditions and assumptions of the assignment and related discussions. Further, notwithstanding, anything herein to the contrary, the client will forever indemnify and hold Palmetto Valuation & Appraisal, LLC , and its officers and employees harmless from any claims by third parties related in any way to the appraisal or study which is the subject hereof. Third parties shall include limited partners of client if client is a partnership and stockholders of client if the client is a corporation, and all lenders, tenants, past owners, successors, assigns, transferees and spouses of client. The appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and /or legally.

Plaintiffs' Ex 0283.373

SCOPE OF WORK

Scope of Work is defined in the "Uniform Standards of Professional Appraisal Practice", published by the Appraisal Standards Board of the Appraisal Foundation, 2006 Edition, Page 4, lines 147 through 153 as:

SCOPE OF WORK: "the amount and type of information researched and the analysis applied in an assignment."

The Scope of Work can be found on page 14 of the Uniform Standards of Professional Appraisal Practice.

The Scope of Work Rule states that:

For each appraisal, appraisal review, and appraisal consulting assignment, appraiser must:

1. Identify the problem to be solved;
2. Determine and perform the Scope of Work necessary to develop credible assignment results; and
3. Disclose the Scope of Work in the report.

In this appraisal report, the following items were performed:

- Identified the Client and Other Intended Users
- Identified and Inspected the Subject Property
- Defined the Problem to be Solved and the Value to be Estimated

Plaintiffs' Ex 0283.374

- Legal Description and History
- Highest and Best Use
- Zoning and Taxes
- Flood Maps
- Identified, Collected, Verified and Analyzed Comparable Data
- Applied the Appropriate Valuation Techniques
- Reconcile all Approaches to Value used and Final Opinion of Value
- Prepared Applicable Maps and Drawings
- Dictated and Published the Appraisal Report

This appraisal firm utilizes the Kershaw and Richland County websites to obtain legal information which includes site boundaries, soil types, topography, zoning, ownership and sales history, information on flood zones, flood ways and wetlands.

This appraisal firm also uses the following sources for sales and rental information: Real Estate Information Service or REIS, Costar and Loopnet online comparable sales databases, Columbia Consolidated Multiple Listing Service, the Marshall and Swift Commercial Cost Manual, Kershaw County tax assessors website and a large appraisers database of information that Palmetto Valuation & Appraisal, LLC is updating on a regular basis. After extensive conversations with the client, it has been determined that all three approaches to value will be used in this report.

Plaintiffs' Ex 0283.375

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the Market Value of the Unencumbered Fee Simple Ownership of the subject property.

Market Value is defined by the Office of the Comptroller of Currency as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus."

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised and each is acting in what he considers his own best interest.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U.S. dollars in the open market.
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Plaintiffs' Ex 0283.376

IDENTIFICATION OF THE SUBJECT

The subject property is a proposed two story commercial building with 9,862 heated square feet. It will have an attached porch/ drive through that will have 756 square feet under roof for easy access. The subject property is 2.0 acres or 87,120 square feet. It is rectangular in shape and slopes gently from the rear of the property to the street. It appears to have adequate drainage. The site enjoys good visibility from Highway 601 South in the Lugoff community and has approximately 145 feet of frontage along the roadway. It is situated on the corner of Shadow Hills Road and Highway 601, South. The building will be used as a medical office building for SC ENT, Inc. The property is located in unincorporated Lugoff, South Carolina. Though this area has seen significant growth and change over the past few years, there is a very strong sense of community and this is very evident in all local activities. Schools and shopping are very convenient to the subject property as are a number of large residential subdivisions. It is ideally located for its' proposed use. This is a highly desirable area for this type of business and office space. The area continues to enjoy strong growth and the increasing property values indicate this trend will continue for the near future. It has been the center of recent development of medical offices and related fields in the Kershaw County market of South Carolina. Kershaw Medical Center Urgent Care Facility in Elgin is a state of the art medical facility that serves the Richland NE and Kershaw county markets and serves as the hub for medical services in the surrounding area. The subject property is conveniently located in the center of Kershaw County with good access to the Camden, Lugoff, and Elgin communities.

HISTORY AND OWNERSHIP

The subject property is owned by SC ENT Land Holdings, LLC. The site was acquired by the corporation in 2009 in anticipation of a medical office building. This deed was recorded in Deed Book 1041 at Page 9132-9133 for the Register of Deeds for Kershaw County, South Carolina. The property was acquired from Eastern Land & Timber Company, a SC Limited Liability Partnership, on July 8, 2009. There is a copy of the original deed found in the addenda of this report for the client's review. The amount of consideration at this time was $125,000.00 for each parcel. This is a closely held corporation that has been recently formed to acquire office sites and additional real estate investments. The corporation has been successful in the opening of additional offices in both Camden and Columbia Northeast markets. This will provide a strong presence into the Kershaw County market. The addition of this office would provide for further expansion into the much larger Columbia market and the central region of South Carolina.

Plaintiffs' Ex 0283.377

SCOPE OF THE APPRAISAL

The work performed in preparing this appraisal included:

- Visit to the subject property
- Consideration of the highest and best use of the property
- Collection and analysis of pertinent sales, rents, leases, operating expenses, construction costs, depreciation, and capitalization and yield rates
- Use of the Cost, Direct Sales Comparison, and Income Approaches to value

The information was compiled from interviews with real estate professionals, and research of public records and office files. This is a complete summary appraisal report; as such it represents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value.

USER AND USE OF THE APPRAISAL

The user of this appraisal is the client, FIRST PALMETTO SAVINGS BANK. The intended use is for mortgage loan underwriting purposes and collateral valuation.

EFFECTIVE DATE OF THE APPRAISAL

The effective date of this report is June 1, 2010, which is the anticipated date of completion. The inspection date of the subject property was December 30, 2009.

OBJECTIVE OF THE APPRAISAL

The objective of this appraisal is to provide our opinion of the prospective market value of the fee simple interest once **"COMPLETED PER PLANS AND SPECIFICATIONS"**.

Plaintiffs' Ex 0283.378

DEFINITIONS

Market Value: As defined by The *Federal Register*, vol. 55. no. 163, August 22, 1990, pages 34228 and 34229, and found in The Appraisal of Real Estate, (Twelfth Edition), is:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and sellers, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

A. Buyer and seller are typically motivated;

B. Both parties are well informed or well advised, and each acting in what he considered his own best interest;

C. A reasonable time is allowed for exposure in the open market;

D. Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and,

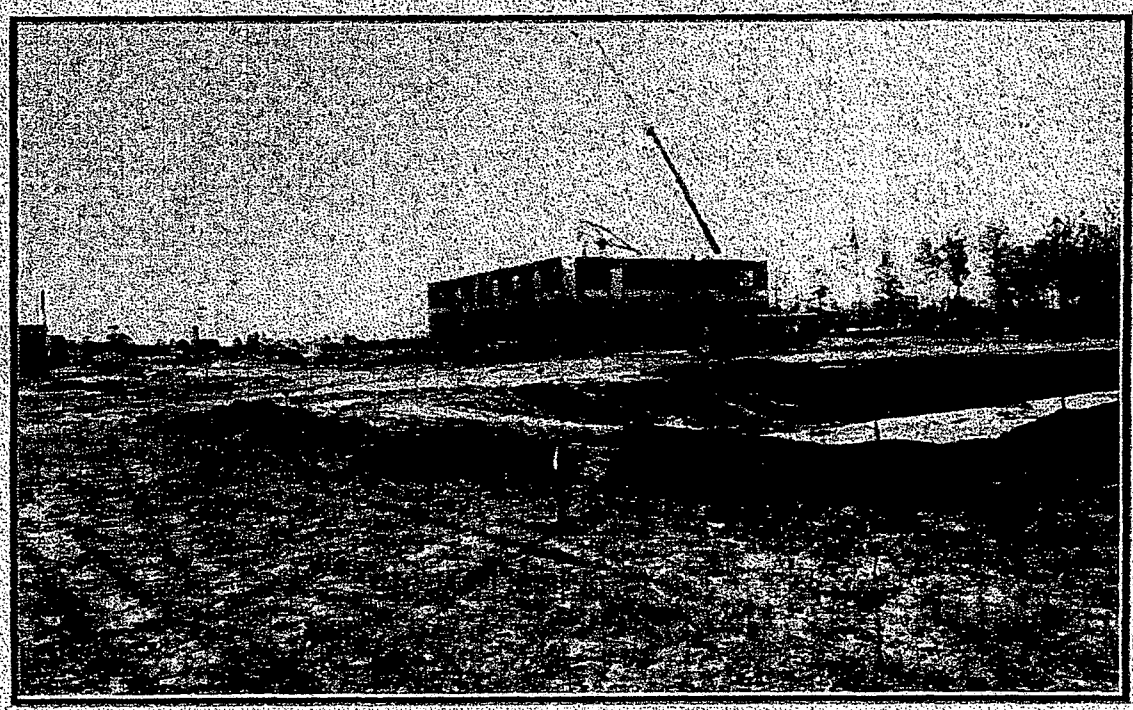
E. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Fee Simple Interest is defined in The Appraisal of Real Estate (Twelfth Edition), as follows: *"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."*

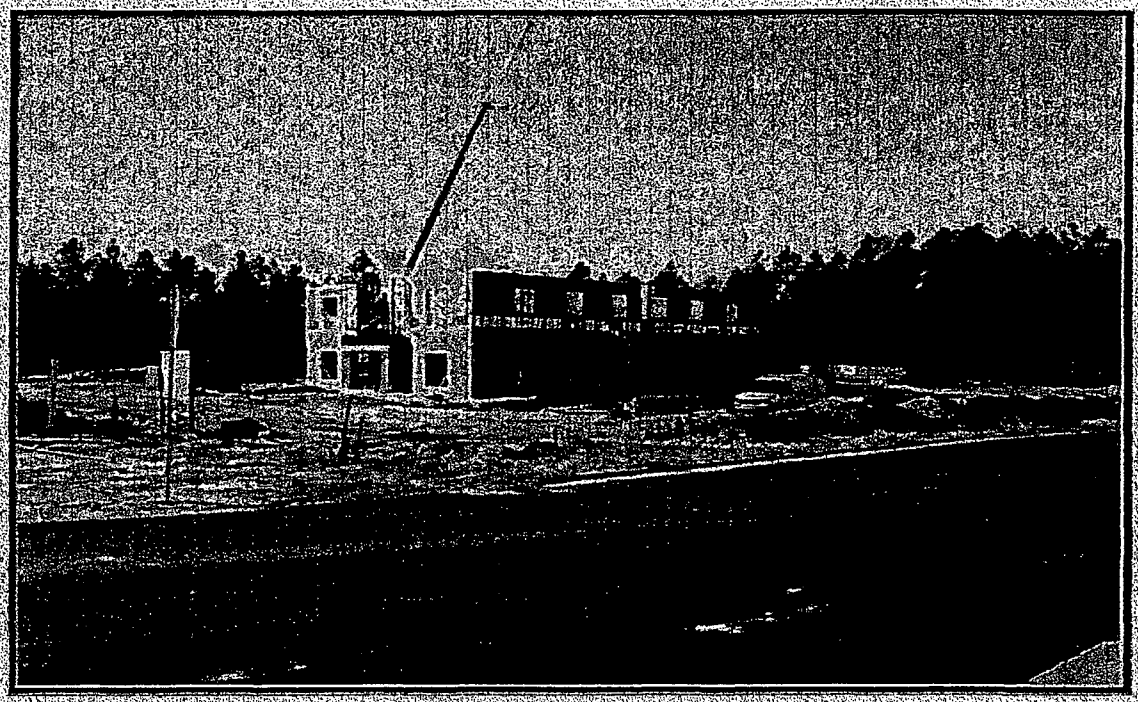
Plaintiffs' Ex 0283.379

SUBJECT PROPERTY PHOTOS

Frontal View - SC ENT Land Holdings, LLC

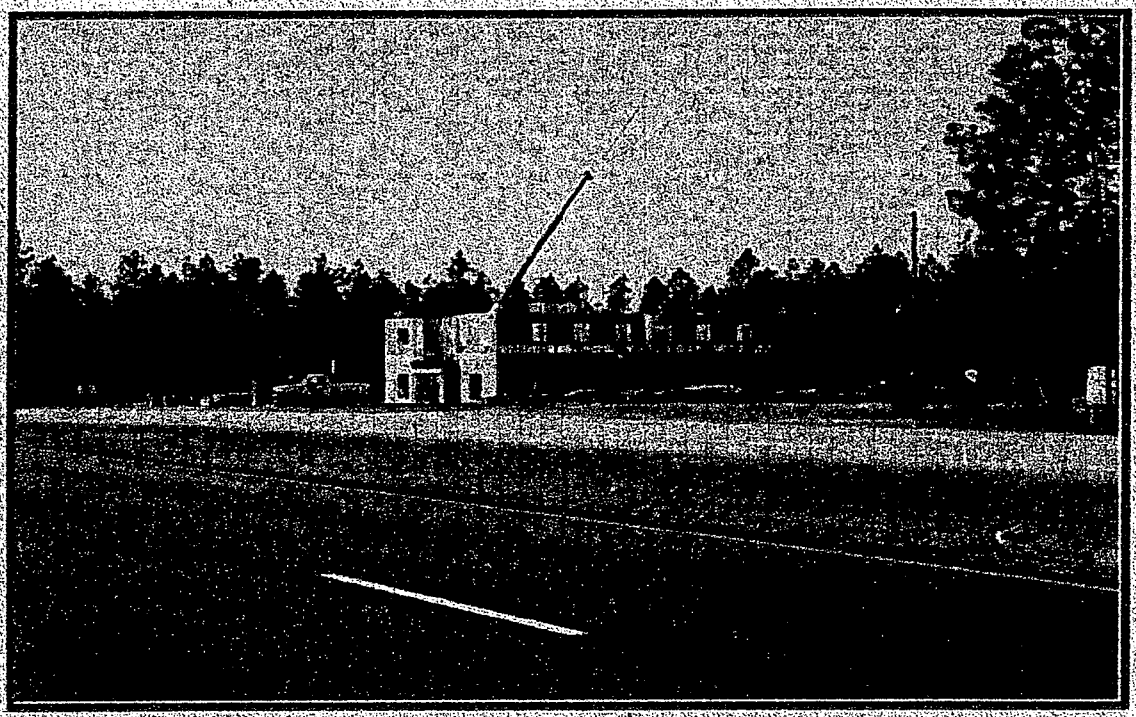


Rear View - TMS #0309-00-00-0320



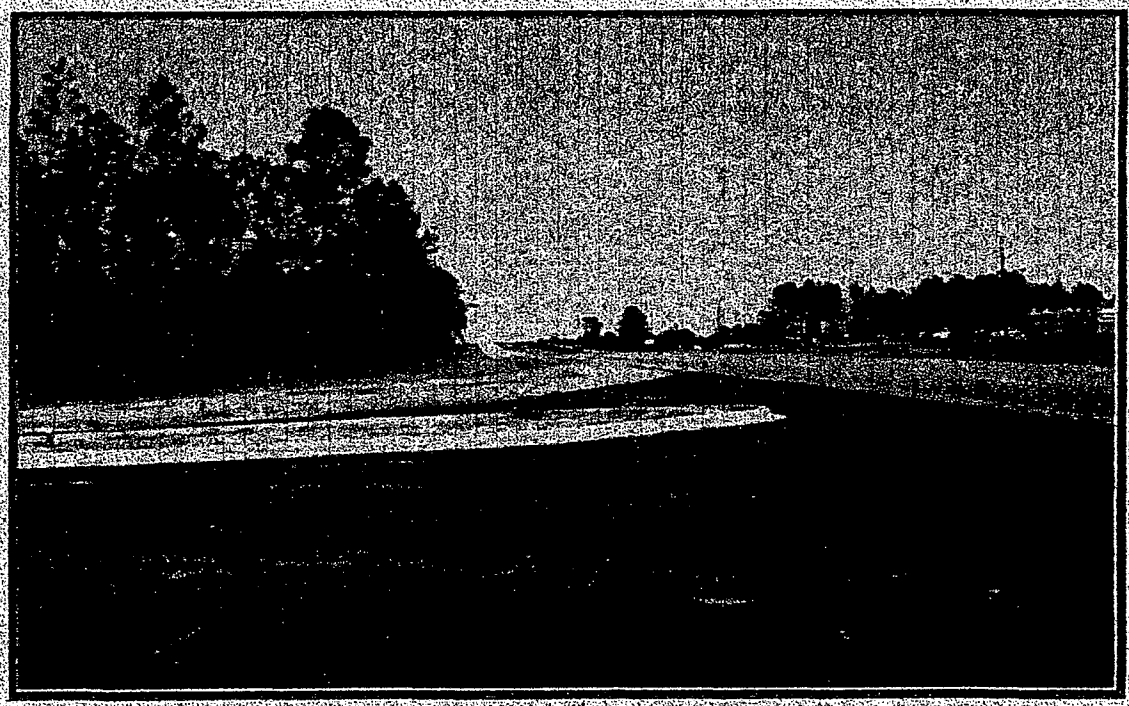
Subject Property - TMS# 0309-00-00-0320

Looking North, Highway 601 , Lugoff SC



Across Street View - SC ENT Holdings, LLC

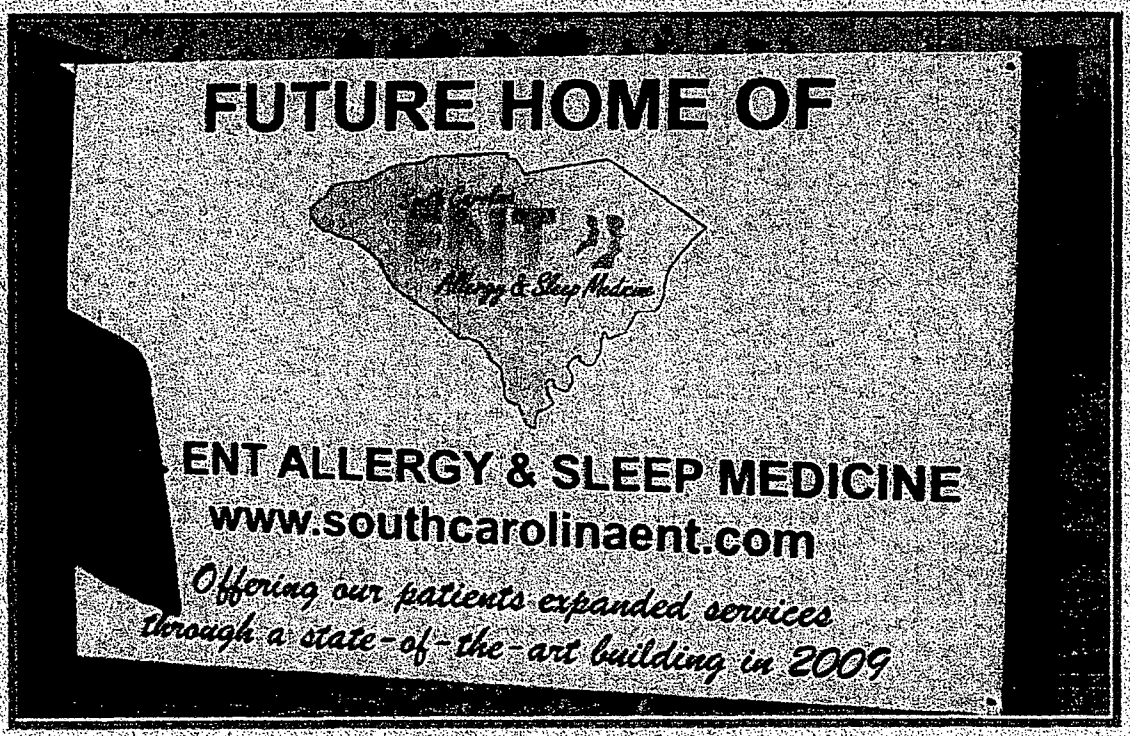
Looking South - Highway 601, South, Lugoff, SC



Entrance Way - Highway 601, South, Lugoff SC

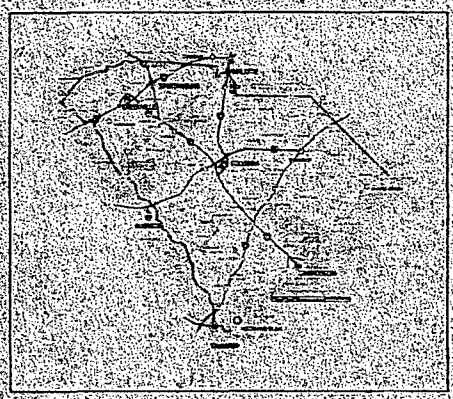
Road Access - Subject Property

On Site Drainage Control - TMS#0309-00-00-0320



Signage - Construction Site

LUGOFF/KERSHAW COUNTY AREA DATA



The subject property is located in Lugoff in Kershaw County. Centrally located in South Carolina, it is uniquely positioned halfway between New York and Miami. The total area of the county is 726 square miles. The county seat, which is the City of Camden, is located approximately 30 miles from the metropolitan bustle of the states capital, Columbia, and only a few miles from Richland County.

Kershaw County offers something for everyone. The area is blessed with an abundance of natural beauty, outdoor recreational opportunities, a large historic area (featuring over 60 sites pre-dating 1865), and mild climates with year-round activities. "History, Horses, and Hospitality" abound throughout the county. From the shores of Lake Wateree, to the mills of Boykin, to the charming antebellum homes of downtown Camden, to the historic Woodward Air Field (site of a World War II training base), there is something for everyone in Kershaw County.

Kershaw County government has been working steadily to ensure the preservation of historic sites such as the Battle of Camden, to develop new recreational facilities across the county, and to provide infrastructure for future heritage and sports tourism events. The citizens enjoy a high quality of life in a rural setting, just minutes away from the amenities of several larger cities. The towns that comprise Kershaw County are Bethune, Boykin, Camden, Cassatt, Elgin, Lake Wateree, Liberty Hill, Lugoff, and Westville. Kershaw County has a growing population with a 21% increase in the last census. This ranked Kershaw County as the 7th fastest growing county in South Carolina in terms of population percentage. The West Wateree area of the County grew by 48% during this same period. According to recorded census data, the 2000 population for Kershaw County was 52,647, the 2004 population was 55,026, and the 2009 projection is 57,745, representing a 4.7% increase over the 2004 population.

Plaintiffs' Ex 0283.386

BRIEF HISTORY

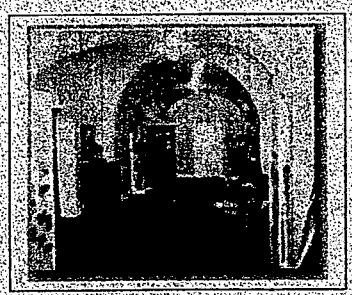
Camden was founded in 1733 and is South Carolina's oldest inland city. Kershaw County derives its name from Joseph Kershaw, one of the first community leaders in Camden.

English and French settlers moved to this area from Charleston and joined Scotch and Irish groups who migrated from the Northeastern United States. The old Revolutionary War era grave markers at Quaker Cemetery testify to the cultural diversity of the early Camden years.

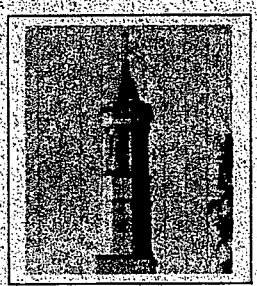
Soon after the capture of Charleston in 1780, Camden was occupied by the British. General Lord Cornwallis established his living quarters in the finest house in Camden – that of Joseph Kershaw. That original structure has been recreated from early documents and is a vital part of Historic Camden - a Revolutionary War park affiliated with the National Park Service.

Two Revolutionary War battles took place in Camden. The Battle of Camden in 1780 was disastrous for the American troops under the command of General Horatio Gates. General Nathanial Green led the American side during the second conflict, The Battle of Hobkirk's Hill, which was also a defeat for the colonists; however, the heavy casualties inflicted on Cornwallis caused him to evacuate Camden.

Many antebellum structures grace Kershaw County, including two designed by the prominent South Carolina architect Robert Mills, who is best known for designing the Washington Monument. One of these structures, the Robert Mills Courthouse, is now the property of the Kershaw County Chamber of Commerce and Visitors Center. It has been restored and is now used for offices and a Visitors Center.



A lasting symbol of Camden was created in the 1820's, a life-size iron effigy of King Haigler, a Catawba Indian who befriended early settlers in the area. A replica of the original, which is housed in the Camden Archives, stands atop the old opera house on Broad Street as a symbol of the community's hospitality. King Haigler is also memorialized by a new Post Office that bears his name.



Camden quickly recovered from the war and has easily moved progressively ever since. By 1885, Camden and Kershaw County became a popular winter community for wealthy Northern families. It was during the golden age of the resort hotels that people began to appreciate the inherent beauty, accessibility, and pleasant climate of the area, thereby, contributing to the growth of Kershaw County to what it is today. Horse related activities became very popular. That interest in equine activities has continued and today the horse

Plaintiffs' Ex 0283.387

industry is a major part of the county economy. For that reason, Kershaw County is known as the "Steeplechase Capital of the World".

ECONOMIC DEVELOPMENT AND LABOR

Centrally located in South Carolina, Kershaw County offers many advantages to companies looking to enhance their bottom line. A skilled workforce, excellent transportation system, close proximity to Columbia, low operating costs, and a pro-business atmosphere are just a few of the reasons why new companies consider Kershaw County for their home.

Kershaw County is located in the Midlands region of South Carolina. It is uniquely positioned halfway between New York and Miami, within 24 hour ground access to more than 70% of the U.S. market. The total area of the county is 726 square miles. The county seat, the City of Camden, it approximately 30 miles from the state's capital, Columbia.

The Kershaw County Economic Development Office (KCEDO) works to enhance and foster economic development in Kershaw County through the recruitment of new companies and expansion of existing industries. The KCEDO provides a variety of services for companies looking to expand in Kershaw County, including providing demographic and community information, conducting site and community tours, creating incentive packages, as well as providing relocation services.

Plaintiffs' Ex 0283.388

The following table delineates the largest Kershaw County employers, the services offered, as well as an approximate number of employees:

LARGEST KERSHAW COUNTY EMPLOYERS

Company Name	Product/Service	Location	Employees
Invista (Du Pont)	Manufacturing: Textiles	Lugoff	800
Target Corporation	Retail Distribution	Lugoff	700
Kershaw County Medical Center	Health Care	Lugoff	680
UTI	Contractual Employer	Lugoff	500
BBA Fiberweb	Nonwoven Textiles	Bethune	350
SC Yutaka Technologies, Inc.	ATV Suspension Parts/Brakes	Lugoff	281
Haier America Refrigerators	Refrigerators	Camden	225
Clarient LSM America	Organic Chemicals	Elgin	200
Tyco Healthcare/Kendell	Surgical Gauze	Camden	200

Source: Company representatives and State Budget and Control Board

STATISTICAL PROFILE FOR 2004	
Population:	55,026
Labor Force:	24,366
Unemployment Rate:	6.6%
Average Weekly Wage:	$553

Plaintiffs' Ex 0283.389

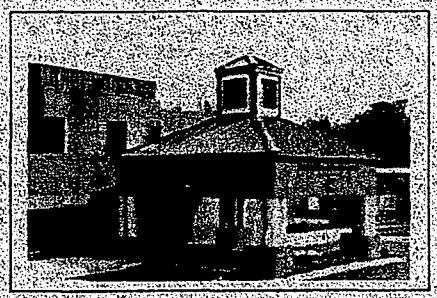
Due to the location of Kershaw County, and its proximity to the Columbia Metropolitan Area, there are many residents in Kershaw County who commute to Richland and Lexington Counties for employment, as well as other nearby cities. According to 2000 data, 899 residents of Kershaw County were commuting to Lexington County for employment, and 6,582 were commuting to Richland County. In addition, 532 commuted to Fairfield County, 153 commuted to Lee County, and 197 commuted to Sumter County.

GOVERNMENT

The City of Camden has a council-manager form of municipal government. The four city council-persons and mayor are elected at large for four-year terms. The municipalities of Elgin and Bethune have similar forms of government Kershaw County is governed locally by a county council comprised of seven members who are elected from single member districts with the chairperson elected at large. All members serve four-year terms.

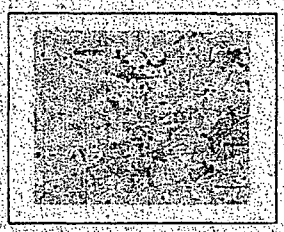
Kershaw County Government seeks to create an environment in which partnerships between the private and public sectors are developed for the purpose of improving the quality of life for the citizens. Kershaw County will foster a climate conducive to increased economic development opportunities.

MEDICAL SERVICES



Kershaw County Medical Center (KCMC) encompasses a 121-bed acute care facility, an 88 bed long-term care, a Home Health/Hospice Agency, and The Health Resource Center located in Camden; two primary healthcare offices, The Healthcare Place at Elgin, The Healthcare Place at Bethune; and West Wateree Medical Complex located in Lugoff. KCMC also operates the countywide emergency medical services system. Nearby Columbia has four general hospitals, an army hospital, the State Mental Hospital and the Veterans Administration Hospital. Kershaw County has 66 medical doctors and 22 dentists.

TRANSPORTATION



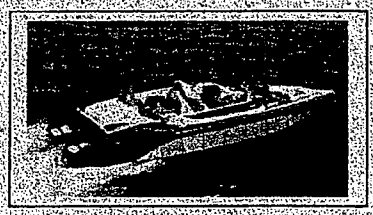
Interstate 20 provides Kershaw County with 4 interchanges. Within a short distance, I-20 connects with interstate 95 at Florence and Interstates 77 and 26 in Columbia. In addition, there are 3 US highways and 9 SC highways. The community is served by the Seaboard System Railroad which also provides access to Amtrak. Kershaw County has 39 freight carriers and two trucking terminal facilities.

Private aircraft utilize the Camden-Kershaw County Airport, which has a maximum runway length of 5,000 feet. The Columbia Metropolitan Airport, 38 miles away, offers regularly scheduled commercial airline service.

Plaintiffs' Ex 0283.390

RECREATION

Lake Wateree is a 13,250 acre man-made lake known for its large population of crappie, bass, catfish and bream. With more than 242 miles of shoreline, this lake is a year-round favorite of campers, fishermen, and recreational watercraft enthusiasts.



Lake Wateree State Park is located on the lake's Desportes Island and contains 238 acres. It offers a tackle shop and park store with refueling dock and public boat ramp. The lakeside camp has 72 sites, including many that can accommodate large RVs and all with water and electric service. This park also offers many picnic tables, a playground, and a nature trail through the woods.

N.R. Goodale State Park is a 763 acre park that features a lake, cypress trees, numerous species of birds and a variety of wildlife and plant life. This park also features a 9-hole golf course. N.R. Goodale State Park is located off US. Highway #1, northeast of Camden.

FESTIVALS & EVENTS

Kershaw County has several festivals and events throughout the year, but none are more popular than the steeplechases. The Carolina Cup and The Colonial Cup are held in the spring and fall respectively. The Carolina Cup is the premier steeplechase in the state and draws over 70,000 spectators and tailgaters alike each year.

One of the other more popular and newer festivals in Kershaw County is Camden's Down Home Blues Festival. This three day music festival is held every October in various venues throughout historic Downtown Camden.

Other great festivals in Kershaw County include: Revolutionary War Field Days, which is held every November on the grounds of Historic Camden. This festival features Reenactments of the Battles of Camden and Hobkirk Hill. The River Rat Regatta is a seven mile race down the Wateree River, where anything that floats may participate. Following the race, there is a flea market, games and a country music jamboree. The Elgin Catfish Stomp is a wonderful food festival held yearly in Elgin. This festival features catfish stew made from local catfish. The Chicken Strut is a three day festival celebrating Bethune's claim to fame, it being the largest egg producer in the United States. There is also the Celebrate Freedom Festival, which is held every November. This festival features an air and ground show including a 1903 Wright Flyer Replica, the Mercury Space Capsule, and the USAF A-10 Thunderbolts.

Plaintiffs' Ex 0283.391

EDUCATION

The Kershaw County School System consists of 11 elementary schools, four middle schools, and three high schools. In addition, three private schools also serve the area including Camden Military Academy, The Montessori School of Camden, and Thomas Sumter Academy. Institutions of higher learning include the Kershaw County Applied Technology Education Campus located in Kershaw County.
Kershaw County is the only district in the state with a program which will provide every high school student with a laptop computer by the 2007-2008 school year. The innovative i-CAN program is revolutionizing high school instruction and will make students some of the best prepared technologically in the state.

The Kershaw County School District is progressive and pro-active in preparing students to compete in a global economy. Parent and community support, a visionary school board, and an outstanding faculty staff are the keys to help this school district succeed.

PUBLIC SCHOOL DISTRICT STATISTICS (2004)

District	Enrollment	Total SAT Score	Pupil/Teacher Ratio
Kershaw	9,854	1020	23 to 1
South Carolina	694,584	986	149 to 1

MEDIA

Kershaw County's local newspaper, *The Chronicle Independent,* is published every Monday, Wednesday, and Friday. Columbia, and the central Midlands area of South Carolina, has one primary newspaper that is published daily, *The State,* with approximately 22 smaller community, sector and special interest newspapers published on a daily, weekly, monthly or quarterly basis. *The State* paper, published in Columbia, is the largest newspaper in the state and has an average weekday circulation of 128,044 and an average weekend circulation of 165,289.

CLIMATE

The mean annual precipitation in the Camden area is 49.1 inches and the average growing season is 219 days. The elevation of Camden is 170 feet above sea level.

Average rainfall: 49.1 inches

Average temperatures:
Yearly average: 61.6 degrees
Summer average: 79.7 degrees
Winter average: 42 degrees

Plaintiffs' Ex 0283.392

CONCLUSION

Lugoff is located in the southeastern section of Kershaw County. Lugoff and Kershaw County are centrally located in South Carolina in proximity to the Columbia MSA. There are four interchanges to Interstate 20 in Kershaw County, providing excellent access to Richland and Lexington Counties, as well as to other areas of South Carolina.

The Kershaw County Economic Development Office is working to enhance and foster economic development in Kershaw County by recruiting new companies and expanding existing industries. A skilled workforce, excellent transportation system, close proximity to Columbia, low operating costs, and a pro- business atmosphere are reasons why new companies are considering Kershaw County home. The township of Elgin has experienced substantial residential growth, augmented by an increase in commercial growth. Elgin is located within four miles of Richland County, which is the fastest growth area in the Columbia MSA.

Lugoff and Kershaw County offer a variety of activities to its residents. Also, due to the mild climate, activities in Kershaw County are enjoyed year round. These include recreation on and around Lake Wateree, historic sites in Downtown Camden, antique shopping, steeplechase races, and yearly festivals.

There is a wide variety of housing throughout Kershaw County. From living on the shores of Lake Wateree to living in an Antebellum home in downtown Camden, to living in a brand new house built in a new suburban development. There is no shortage of types of communities to choose from.

Lugoff and the Kershaw County area are therefore benefited with a broad based, stable economy, which is positively impacted by government. The area includes a various social makeup with its related assortment of cultural, historic, and entertainment offerings, and the area has a pleasant climate and desirable location. Lugoff has all the necessary municipal and private facilities necessary to make it very competitive with other areas of the state. The economic, governmental, social and environmental considerations, which influence real estate, appear to be in balance in the Lugoff area.

Plaintiffs' Ex 0283.393

COLUMBIA REGIONAL DATA

On March 26, 1786, the General Assembly of South Carolina voted to move the capital of the State from its then location at Charleston to its present and more central location, Columbia. Since there was no settlement at the location selected, Columbia is one of the few state capitals that was planned for that specific purpose.

The planners of the city were very farsighted in selecting both the site and arrangement of the new town.

Columbia is situated on a high bluff east of the confluence of the Broad and Saluda Rivers. These two rivers run together and form the Congaree River. Columbia is at the northwesternmost part of the navigable part of the Congaree River. However, barge traffic from the coast was abandoned many years ago.

The original city was laid out in a two-mile square, with the capital being erected in the center.

The city is located at the approximate geographical center of the state and is at the midpoint between New York and Miami, Florida.

Near the boundary of the Piedmont and Coastal Plains, Columbia's topography is flat to gently rolling, with an average altitude of 332 feet above mean sea level.

The area of the City of Columbia is 117 square miles. The city is located 110 miles northwest of Charleston, South Carolina, 95 miles south of Charlotte, North Carolina, and 215 miles east of Atlanta, Georgia.

The Columbia area has long summers with warm weather starting in mid-May and ending toward the last of September. Spring is the most changeable season when

Plaintiffs' Ex 0283.394

temperatures can vary from cold snaps in March and pleasant days in early April.

Fall is considered by many to be the most pleasant time of year, with the most sunshine, the least rainfall, and only rare temperature extremes. The winters are mild and almost snow free, with cold weather starting in October and lasting until some time in March. The Appalachian Mountain chain, about 150 miles to the northwest, acts as a buffer preventing the movement of cold weather systems into the Columbia area.

The average year-round temperature for the Columbia area is 64° F. The area has precipitation, which averages 50.00" per year, with a 1.89" of that total in the form of snowfall or sleet. The average July temperature is 91° F, while the average January temperature is only 53° F.

Per the 2000 U.S. Bureau of the Census, Columbia had a population of 514,596 within a twenty-mile radius.

According to the U.S. Bureau of the Census, the population for the Columbia region is projected to reach 569,596 by 2009 within a twenty-mile radius of Columbia.

The Columbia area draws its primary labor force and its buying public from Richland, Lexington, Fairfield, and Newberry Counties. The other surrounding counties such as Sumter, Saluda, and Edgefield also contribute to a lessor extent to the labor force and buying public.

Greater Columbia boasts 19 Fortune 500 companies, along with 41 company headquarters operating in the region. At present, capital investments for new and expanding industries total $642,144,000.

The 2000 Civilian Labor Force in the Columbia MSA was 297,975.

Plaintiffs' Ex 0283.395

Unemployment averaged 2.5% in the 1999 Columbia MSA and is presently almost zero for the year-to-date.

The median household income in 2000 was $41,833. The projected income for the year 2009 is $56,314.

According to Marshall and Swift, the Columbia region had the 12th lowest residential building costs of the 36 major metropolitan markets in the nation, ranging between $37.02 to $75 per square foot (exclusive of land costs) in 1997.

The average price of a home in the Columbia region was $132,722 in 2000. The average total residential property tax is $1.15 per $100 of fair market value.

As for apartment rentals, the average monthly cost of a 1 bedroom unit is $459; $536 for a 2-bedroom unit and $687 for a 3-bedroom unit.

The City of Columbia has a mayor-council form of government. Columbia City Council is composed of seven elected members, including the mayor. All serve four-year terms of office.

Columbia has been recognized numerous times over the years for its outstanding governmental achievements. These include All-American City Awards, Fire Prevention Awards, Cleanest City Awards, and awards for its outstanding law enforcement record.

There are seven hospitals with 3,200 licensed beds and many specialty clinics that serve the Columbia area, along with many doctors and dentists. The VA Hospital is located in Columbia, as well as the University Of South Carolina School Of Medicine.

There are five airports serving the Columbia region; 1 metropolitan and 4 individual airports with approximately 76 flights daily.

Plaintiffs' Ex 0283.396

driest seasons.

One investor-owned power utility company and six electric cooperatives serve the Columbia region along with seven telephone systems.

There are many different points of interest in the Columbia area. With more than 150 cultural organizations, the region boasts an abundance of festival, dance, theater, music, and museum attractions, as well as numerous parks and historical sites.

Riverbanks Zoological Park is one of the top ten zoological parks in the nation.

There are numerous camping, hunting, and fishing areas in the Columbia region, including recreational lakes such as Lake Wateree, Lake Monticello and, most notably, Lake Murray.

The water in these lakes has been certified safe by the State Health Department for all types of swimming, skiing, fishing, diving, boating, and other water sports.

Lake Murray is a man-made lake which covers 50,000 acres and has 520 miles of shoreline. Lake Murray was built in the late 1920s. The lake is 41 miles long and 14 miles wide at its widest point. The lake impounds 763 billion gallons of water.

Several community theaters and acting troupes bring professional and amateur performances to every county in the Columbia region. The Town Theater in Columbia is the oldest continually operating theater in America, while Trustus is the region's premier professional theater.

Home to the state's finest and largest cultural venues, the Columbia region attracts many national and international touring events. The Koger Center for the Performing Arts in Columbia is one of the most acoustically sound performing stages in the nation.

Plaintiffs' Ex 0283.397

Festivals are a hallmark of the Columbia region. Each year the region plays host to more than 20 festivals and celebrations.

Shopping is available in every area of Columbia. There are 169 shopping centers with 20,000 square feet or more, including four regional malls.

All faiths are represented in the region and served by more than 800 churches and synagogues.

Nine institutions of higher learning are located in the Columbia region, the largest of which is the University of South Carolina. USC's statewide enrollment exceeds 41,900 on nine campuses.

There are 170 public schools in the Columbia region, with enrollment totaling more than 107,000 students. The Central Carolina region also has more than 75 private schools.

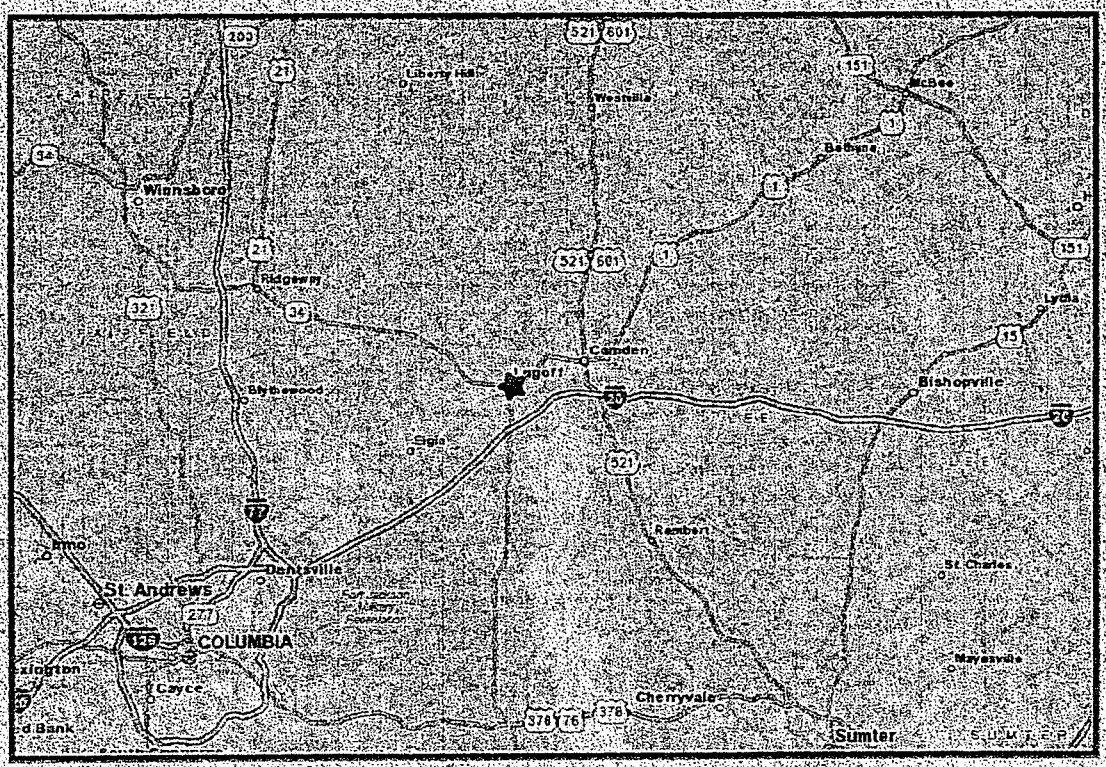
From the foregoing assemblage of information, it is quite evident that the four basic factors that influence value are favorable in Columbia.

The area has good social ideas and standards. The economic changes and adjustments are favorable for continued growth of the area. The atmosphere of the political and governmental structure is such that would tend to create favorable growth patterns. The physical and natural aspects of the area are quite suitable for continued ease of development.

Columbia remains the retail and wholesale center of the state. Its government and education systems add to its economic influences. Columbia has not only become a center of commerce but also a center of arts, culture, health care, and recreation.

Plaintiffs' Ex 0283.398

Columbia is a vital growing city and it is expected that this growth will continue. The factors that led to the conclusion are basically the adequate labor force that the area enjoys, the good political atmosphere that exists, and also the harmonious relationship of all residents.



Plaintiffs' Ex 0283.399

SITE DATA

The subject site is a rectangular shaped parcel with an effective size that contains a total of 2.0 acres or 87,120 SF. The site is level and slightly above road grade with adequate drainage. According to Flood Map 45055C0429E, dated December 19, 2006, the subject does not appear to lie in a flood hazard area. Final determination should be done by a qualified expert. All public utilities are available. There is paved concrete parking in the front of the building. The Land to Building Ratio (LBR) is 8.84, which is more than adequate. No adverse easements or encroachments are noted. No detrimental environmental conditions are noted upon inspection. The site is a corner lot that fronts on both Highway 601 South and Shadow Hills Road. The site is located in the Lugoff community which is highly desirable for both residential and commercial uses. Zoning authority is Kershaw County. The subject property is zoned Industrial I-1 by Kershaw County. The site enjoys excellent visibility and has good proximity to the newly developed shopping areas. The site is slightly above road grade and gently slopes to the front of the lot. The interior of the lot is essentially level and has adequate drainage. Located centrally within the Kershaw County community, it is ideally suited for its proposed use as a medical office. The subject is centrally located and in close proximity to subdivisions, schools, and churches. This area has enjoyed immense residential and commercial growth in the past few years and has drastically changed in uses and values. There is currently no area in Kershaw County more desirable for medical or medical related growth than the subject area. With close proximity to the newly developed Kershaw County Urgent Care Center in nearby Elgin, this area continues to be highly desirable and should enjoy a strong economic future.

Aerial View - TMS#0309-00-00-0320

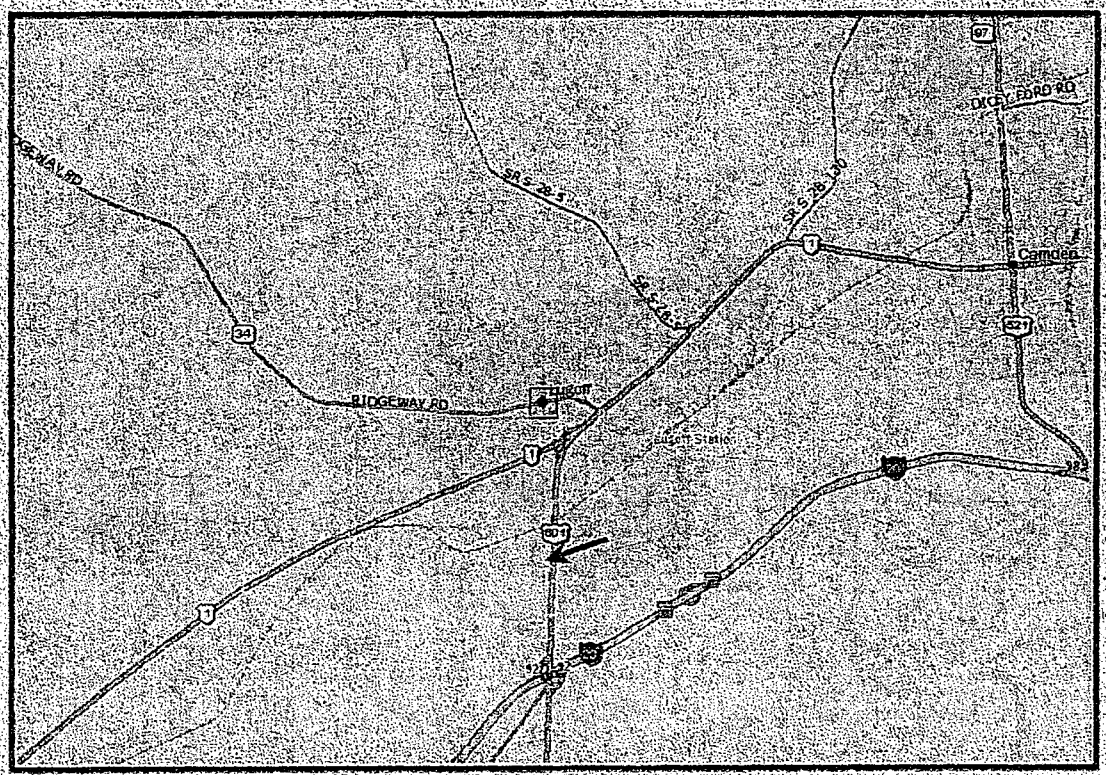
IMPROVEMENT DESCRIPTION

Use:	Commercial Medical Office Building
Type:	Two story institutional/office
Size:	9,862 heated square feet 756 SF Covered Drive/Entrance
Foundation:	Concrete Slab
Exterior Walls:	Brick
Windows:	Double hung insulated
Roof:	Architectural Shingles
Floor Finish:	Carpet and tile
Ceiling:	Sheetrock
Interior Walls:	Sheetrock
Heat and A/C:	100%
Lighting:	Florescent/Drop Tiles Acoustical Ceilings
Eff. Age/Cond.:	Proposed/New/ Excellent

Plaintiffs' Ex 0283.401

COMMENTS:

The subject property lies in the unincorporated Lugoff area of Kershaw County, South Carolina on approximately 2.0 acres. As such, local zoning ordinances protect the integrity of the neighborhood and all properties within. This is a highly desirable area of Kershaw County for office/institutional buildings. The site improvements consist of a proposed main building of 9,862 square feet with an attached porch/entrance that is 756 SF in size. It is located in close proximity to the local medical center which is highly desirable for doctors and medically related fields. It will be attractive and tastefully done from both an exterior and interior standpoint and one of the most attractive commercial buildings throughout the entire area. An alternative use for the building would be that of high grade commercial office space such as law, real estate or medical sales office buildings. This area of Kershaw County has vastly changed in the past years with aggressive commercial development. The land was readily available with adequate infrastructure available or potentially available from the various utility providers. With the arrival and subsequent development of Kershaw County Urgent Care Center in Elgin, several segments of the medical market have been relocating to this area. The area should enjoy excellent commercial growth for years to come.



Location Map - TMS#0309-00-00-0320

ZONING

The subject properties are zoned I-1, Industrial, by Kershaw County, South Carolina. As proposed, the property is in compliance with zoning.

ASSESSMENT AND TAXES

The property is identified as Tax Map Parcel #309-00-00-032 in the Tax Records of Kershaw County, South Carolina. The property is assessed at $49,710. The 2008 taxes were $677.47.

HIGHEST AND BEST USE

According to The Appraisal of Real Estate, highest and best use is defined as: *"The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."*

The highest and best use of the subject will be the proposed use. During conversations with the property owner and verification from third parties, it has been determined that the subject property lies in an area that has enjoyed excellent development in the past few years. With the arrival of Kershaw Medical Center Urgent Care Center in Elgin in 2009, the area is a natural fit for the development of doctors, dentists, and related medical facilities. This area should continue to grow into the desired region to house such medical facilities and medical suppliers.

A grid analysis has been included in the report to reflect a reconstructed operating statement utilizing the Income Approach to value. The appraiser has determined that the market rent for similar properties is currently between $12.00 and $24.00 per square foot on an annual basis. This is assuming that most leases for this type of property is negotiated on a triple net basis with the tenant being responsible for real estate taxes, hazard insurance, and a prorated share of the CAM. The appraiser has selected a $22.00 per square foot rental rate for the illustrated operating statement which would yield potential gross income of approximately $216,964.00 annually.

Plaintiffs' Ex 0283.403

VALUATION PROCESS

There are three commonly accepted approaches used in valuing real estate. These are the Cost, Sales Comparison, and Income Approaches. Based on the second edition of The Dictionary of Real Estate Appraisal the three approaches are described as follows:

1) Cost Approach

That approach in appraisal analysis in which the value is derived by estimating the current cost to build a replacement or a reproduction of the subject improvement, deducting all accrued depreciation and adding the land value estimate. This approach is particularly applicable when the property being appraised is a relatively new improvement which represents the highest and best use of the land.

2) Income Approach

That procedure in appraisal analysis which converts anticipated benefits (dollar income through rentals) of property into a value estimate. The Income Approach is widely applied in appraising income-producing properties. Anticipated future income and/or reversions are discounted to a present worth figure through the capitalization process.

3) Direct Sales Comparison Approach

That approach in appraisal analysis in which the value estimate is derived by comparison with similar properties which have sold. A unit of comparison is identified and the dissimilarities between the subject and the sales are adjusted.

Approaches Used in Valuation of the Subject

At the clients request this assignment is being reported as a Complete Appraisal using the approaches as described above. Each approach has an individual section in the report. There is an accompanying grid analysis for each approach to value. As discussed with the client, First Palmetto Savings Bank, F.S.B., all three approaches will be utilized in the development of this report. The Market Approach will be utilized in this report but it will require substantial locational adjustments. As most of the buildings being constructed in these markets are for end users with few being sold, it is necessary to utilize comparables from nearby Richland County. For that reason, locational and condition adjustments will be required and less emphasis will be placed on that approach.

Plaintiffs' Ex 0283.404

COST APPROACH

In the Cost Approach, the indication of value is derived by the following steps:

Step 1 Estimate the value of the site (Land) as if vacant and available to be put to its highest and best use;

Step 2 Estimate the reproduction cost of all the improvements;

Step 3 Estimate and deduct total accrued depreciation from all causes;

Step 4 Add the site (land) value to the depreciated value of the improvements to arrive at a market value by the Cost Approach.

Land Value

Three comparable land sales that are office sites are presented in the table below.

Sale #	Adj. Sales Price	Sales Date	Size (SF)	SP/SF
1	$600,000	Jan-06	120,840	$4.97
2	$455,000	October 05	51,836	$8.78
3	$350,000	June-04	47,045	$7.44
4	$160,000	Sept-06	23,522	$6.80

Locations of the Sales

1. TMS#0324-00-00-0270, 497 Highway 601, South, Lugoff, SC
2. TMS# E335-18-00-085, Main Street, Elgin South Carolina
3. TMS# 258-00-03-04, Two Notch Road, Pontiac, South Carolina
4. TMS # E335-18-00-084(PT) Pine Street, Elgin, SC

Plaintiffs' Ex 0283.405

Based on these sales and considering the dissimilarities between the sales and the subject site a value of $3.00 per SF is well supported. The effective size of the subject parcel has been utilized. The fact that the subject tract is located in an inferior location than the comparables with similar uses has resulted in a lower per square foot dollar value. The lack of reasonable comps has definitely impacted the final land value. In discussions with the seller, approximately $80,000 was spent in order to build the additional access road and this would effectively reduce the sales price accordingly. The location of the subject, though somewhat underdeveloped, is ideally suited for its' use as a doctors office. The comparables are located in more developed areas with higher traffic counts. This results in a lower value per square foot. This is a desirable location for this purpose, yet the appraiser has placed a lower dollar value per square foot on the lot. Therefore it is deemed reasonable to value the subject at $3.00 per square foot.

87,120 SF x $3.00 per SF = $261,360.00,

Rounded to $250,000.00

Valuation of the Improvement (Cost Approach Method)

Direct cost, indirect cost, and entrepreneurial profit are estimated. For the purposes of this analysis 12% profit is used. No physical deterioration is estimated due to the fact that the subject is proposed construction and new. No functional or economic obsolescence is noted. On the following page is a summary of the Cost Approach. The final value by the Cost Approach is **$2,250,000.00.** A detailed cost estimate is illustrated on the following page.

Plaintiffs' Ex 0283.407

Cost Approach

South Carolina ENT, Highway 601 South, Lugoff, SC 29078

Source Knowledge of local office costs
Building Size/SF 9,862 Gross Area

COST CALCULATIONS:

	Office Building		Total
Base Cost/SF	$ 155 00		
Adjustments (+/-)	$ (5 00)		
Adjusted Cost/SF	$ 150 00		
Adjusted Cost/SF	$ 150 00		
Building Square Footage	9,862		
Building Replacement Cost	$ 1,479,300		$ 1,479,300
Site Improvements (Contributory Value)			
Parking Lot			$ 100,000
Covered Porch			$ 37,000
Signage			$ 25,000
Landscaping			$ 30,000
Totals			$ 192,000
Total Direct Costs			$ 1,671,300
Indirect Costs			
Legal, Accounting, Appraisal		$ 50,000	
Entrepreneurial Profit		$ 200,556	
Total Indirect Costs			$ 250,556
Total Replacement Cost, New			$ 1,921,856
DEPRECIATION CALCULATIONS:			
Physical	$ -		
Functional	$ -		
External	$ -		
Total Depreciation	$ -		$ -
			$ 1,921,856
Add Land Value			$ 250,000
Total			$ 2,171,856
VALUE INDICATION BY COST APPROACH, ROUNDED			$ 2,250,000

DIRECT SALES COMPARISON APPROACH

The Sales Comparison Approach is used to estimate a value for a property through the comparison of sales of similar properties. This approach is based on the principle of substitution and assumes no prudent purchaser will pay more for a particular property than a similar substitute property. When using the Sales Comparison Approach, a sufficient number of sales are needed in order to establish a market pattern. When this pattern is established, the subject property can be analyzed to determine how the subject relates to this pattern. The value per SF is the most reliable unit of comparison for valuing the subject.

Data Search

Several comparable sales were located and researched. To find these sales local multiple listing sales information, the public records of Kershaw, Lexington, and Richland Counties, and our appraisal files are reviewed. The sales used in this analysis are summarized below. The comparables are not ideal and though they vary greatly in locational value, they best represent the unit of comparison which in this case is the adjusted sales price per square foot.

Sale #	Sales Price	Sales Date	Size(SF)	Adj. SP/SF
1	$3,250,000	November 2008	13,000	$250.00
2	$710,000	October 2006	3,400	$208.82
3	$1,300,000	June 2008	5,000	$260.00

Locations of Sales and Comments

1. 7430 College Street, Irmo, SC
2. 105 Summit Parkway, Columbia, SC
3. 5026 Sunset Boulevard, Lexington, SC

An adjustment grid is provided showing the adjustments to the comparable sales. Based on these sales a value of $240.00 per SF is well supported. The value is calculated below.

9,862 SF x 240.00 per SF = $2,366,880.00

Rounded to $2,350,000.00

On the following page, the appraiser has completed a detailed market grid analysis illustrating the comparable improved sales utilized in the market approach.

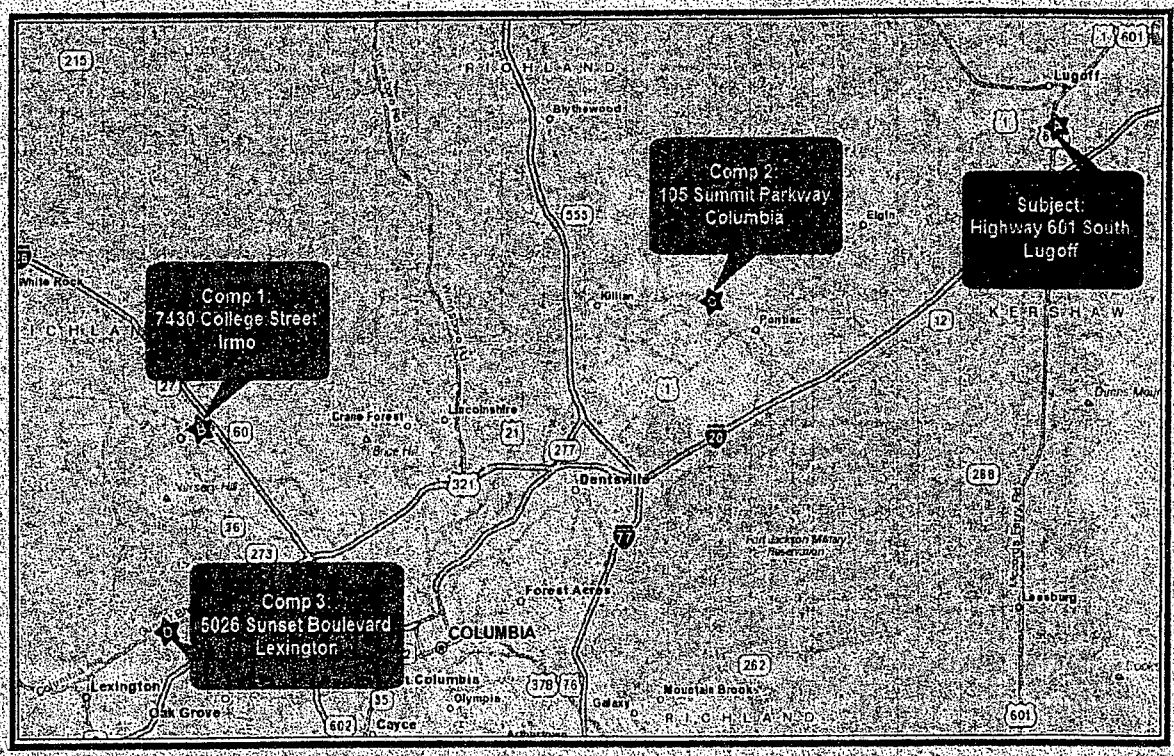
Plaintiffs' Ex 0283.409

Market Grid Improved Office Sales

	309-00 00 002 Hwy 601 South Lugoff SC Subject	7430 College Street Irmo SC Sale 1	105 Summitt Parkway Columbia SC Sale 2	5026 Sunset Boulevard Lexington SC Sale 3
Sales Price		$3,250,000	$710,000	$1,300,000
Adjustments (+/-)		$ -	$ -	$ -
Adj. Sales Price		$ 3,250,000	$ 710,000	$ 1,300,000
Date of Sale		November-08	October-08	June-08
Size (SF)	9,862	13,000	3,400	5,000
Effective Age	proposed	5 years	5	10
Land to Bldg. Ratio:1	8.84:1	8.71:1	4.21	7.06
SP/SF		**$ 250.00**	**$ 208.82**	**$ 260.00**
		Intangible Adjustments		
Property Rights Conveyed		Fee Simple	Fee Simple	Fee Simple
Adjustment		0%	0%	0%
Financing & Condition of Sale		Market	Market	Market
Adjustment		0%	0%	0%
Market Conditions		Similar	Similar	Similar
Adjustment		0%	0%	0%
Adjusted Price/SF		**$ 250.00**	**$ 208.82**	**$ 260.00**
		Physical Adjustments		
Location/Exposure	Lugoff SC	-10%	-10%	-10%
Size	9,862	0%	0%	0%
Age/Condition	new	10%	10%	10%
Quality/ Design	Excellent	0%	0%	0%
		0%	0%	0%
Net Adjustments		0%	0%	0%
Indicated Value/SF		**$ 250.00**	**$ 208.82**	**$ 260.00**

Mean:	$ 239.61

Square Footage	x	$/SF		
9,862	x	$ 240.00	=	$ 2,366,880
		Rounded to	=	$2,350,000



Comparables Map

Technique of the Approach

The Income Capitalization Approach is the process whereby a property's ability to generate income is analyzed and quantified into a present value estimate. This approach is appropriate when valuing income producing real estate which generates an income stream to the owner through rent.

In the Income Capitalization Approach there are three major steps:

Step 1 Estimate gross income less expenses deriving net operating income for each of the specified periods

Step 2 Select an appropriate discount factor or capitalization rate

Step 3 Apply the discount rate and/or capitalization rate to the appropriate income stream to indicate a present value estimate

Comparable Office Rentals

In order to take a "market look" at the subject's income potential the appraiser has investigated the market for similar properties that are leased. Several comparables are presented below.

#	Location	Size/SF	Rent/SF	Basis
1	Carolina First Building. 315 East Dekalb Street, Camden SC	6,300 SF available	$18.00	Net
2	Palmetto Health Parkridge Drive Columbia SC	6,720 SF	$22.50	Net
3	6 Richland Medical Park Florence SC	30,623 SF	$23.75	Net
4	1 Wellness Boulevard Florence South Carolina	60,364SF	$22.50	Net

Plaintiffs' Ex 0283.412

Estimation of Net Operating Income (NOI)

Market rent is estimated at $22.00 per SF. A 4% allowance is made for vacancy making the EGI $208,285.00. Expenses paid by the owner include management, repairs, and reserves for replacements. Total expenses are estimated at 3% of the EGI. Based on the market rental rate and the applicable vacancy and expenses the Net Operating Income (NOI) for the subject is $202,036.00. A reconstructed operating statement will follow that details the above information.

Direct Capitalization

The next step in the Income Capitalization Approach is the use of Direct Capitalization. According to the Korpacz Real Estate Investor Survey for the 4th Quarter of 2009, overall cap rates from all eight property types ranges from 5.00% to 12.0% and averaged 8.52%.

PRICEWATERHOUSECOOPERS

Real Estate Valuation/Consulting Practice

Korpacz Real Estate Investor Survey©

KORPACZ Overall Cap Rate – 4th Quarter 2009

Market	Overall Cap Rate Range	Overall Cap Rate Average
National Regional Mall	5.00%-11.00%	8.06%
National Power Center	7.50%-10.00%	8.60%
National Strip Shopping Center	7.25%-11.00%	8.53%
National CBD Office	5.60%-11.00%	8.24%
National Suburban Office	6.75%-12.00%	8.75%
National Flex/R&D	7.50%-11.50%	9.14%
National Warehouse	6.50%-12.00%	8.80%
National Apartment	5.75%-1100%	8.03%
Average		**8.52%**

The rates shown from the national survey are fully supported by local market transactions. In Korpacz, the range of overall rates for suburban office building properties has an average of 8.52 percent. Korpacz recently began publishing a survey on medical office buildings. For the first quarter of 2009, national medical office building had an average cap rate of 6.00 to 11.0 percent with an average of 8.01%. This average is only up slightly from the 7.98% published in the previous quarter.

Based on knowledge of the current market, the appraiser concluded that an Overall Capitalization Rate (Ro) of 9.50% is most applicable for the subject. Overall rates for good quality owner-occupied buildings are at or near the lower end of the range. Using direct capitalization the value is $2,126,694.00, **rounded to $2,200,000.00.** A reconstructed operating statement is included for the client's review.

Operating Income Statement

South Carolina ENT, Highway 601 South, Lugoff, SC 29078

Potential Gross Income

Size/SF		Rent/SF	Annual Rent
9,862	x	$ 22 00	$216,964

Total Potential Gross Income @ 100% Occupancy						$216,964
Less Vacancy & Collection Loss						$ 8,679
Effective Gross Income						$208,285
Operating Expenses:						
Fixed		Total		Per SF	% EGI	
	R E Taxes	Tenant	$	-	0 00%	
	Insurance	Tenant	$	-	0 00%	
Variable						
	Management	$ 4,166	$	0 42	2 00%	
	Utilities	Tenant	$	-	0 00%	
	Repair & Maint	$ 2,083	$	0 21	1 00%	
Total		$ 6,249				
Replacements			$	-		
Total Operating Expenses		$ 6,249	$	0.63	3.00%	$ 6,249
Estimated Net Operating Income						$202,036

Direct Capitalization Process:

NOI	÷	Ro	=	Value
$ 202,036	÷	9.50%	=	$ 2,126,694
		Rounded	=	$ 2,200,000

RECONCILIATION AND FINAL VALUE ESTIMATE

The following value conclusions are indicated from the three approaches to value used in this analysis.

Cost Approach	**$2,250,000.00**
Sales Comparison Approach	**$2,350,000.00**
Income Approach	**$2,200,000.00**

The overall value per SF is the most commonly used unit of comparison in today's market. Based on these approaches the current fee simple market value, based on "completed per plans & specifications" condition, as of the date of completion, June 1, 2010, is:

TWO MILLION TWO HUNDRED THOUSAND DOLLARS
($2,200,000.00)

MARKETING AND EXPOSURE TIME

The estimated marketing time for the property is twelve months to twenty four months. This marketing time is also estimated as the needed exposure time for the property.

Plaintiffs' Ex 0283.416

CERTIFICATE OF THE APPRAISER(S):

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice.*
- We have made an interior and exterior inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- C. Vernon Hammond is a Certified General appraiser, #CG5782, with the State of South Carolina and has met the continuing education requirements as set by the State of South Carolina Real Estate Appraisers Board.
- Sarah J. Hammond is a licensed apprentice appraiser, #AA6314, with the State of South Carolina and has met the continuing education requirements as set by the State of South Carolina Real Estate Appraisers Board.

C. Vernon Hammond
SC Certified General # CG5782

Sarah J. Hammond
SC Apprentice Appraiser # AA6314

QUALIFICATIONS OF THE APPRAISER
CHARLES VERNON HAMMOND

EXPERIENCE

- Served in various capacities for the past 30 years in all lending aspects of banking to include commercial lending, mortgage lending, asset valuation and appraisal review functions
- Previously served as the Department Head, Mortgage Lending Division of First Palmetto Savings Bank, F.S.B.
- Previously served on the Senior Finance Committee responsible for all Commercial Loan approvals and reviews in excess of 1 million dollars with sole responsibility for all Asset Valuation determinations
- Has over 30 years experience in the Appraisal Review and Valuation function in both complex Commercial and Residential transactions

EDUCATION

- Distinguished Military Graduate
  B.S., Business Administration, 1979
  The Citadel, Charleston, South Carolina
- Commissioned, Second Lieutenant, United States Army
- Graduate, United States Army Engineer School
  U.S. Army Corps of Engineers, 1980
  Fort Belvoir, Virginia / Honorable Discharge , U.S. Army Reserve 1996

Appraisal Courses/Seminars:

L1 – Real Estate Appraisal Principles / 2003
L2 – Market Data Analysis / 2003
L3 – Uniform Standards Update (USPAP) / 2003
CR – Uniform Residential Appraisal Report / 2003
C1 – Income Property Appraisals / 2006
C2 – Advanced Income Capitalization Procedures / 2006
C3 – Applied Income Property Valuation / 2006
CE – HP – 12C Financial Calculator Seminar / 2006
CE – Discounted Cash Flow Analysis Seminar / 2006
CE – Timber & Timberland Evaluation Seminar / 2007
CE – How to Beat the Review Appraiser at His Own Game / 2007

Plaintiffs' Ex 0283.418

CE – Uniform Standards Of Professional Appraisal Practice / 2007
CE- Effective Appraisal Writing - 2008
CE – Analyzing Distressed Real Estate in Today's Market / 2008
CE – Maintaining Control and Dealing with Client Pressure/ 2008
CE – Valuation of Preforeclosure and Foreclosure Properties
CE – Business Ethics & Practices – Appraisal Institute/ 2009

Associate Member – The Appraisal Institute

EMPLOYMENT HISTORY

- May 1979: Security Federal Savings & Loan Association
  Columbia, South Carolina

- December 1981: Security Federal Savings & Loan Association
  City Executive, Vice President
  Bishopville, South Carolina

- May 1984: Security Federal Savings & Loan Association
  City Executive, Vice President
  Camden, South Carolina

- February 1986: Palmetto State Savings Bank
  Senior Vice President, Mortgage Lending
  Camden, South Carolina

- November 1990: First Palmetto Savings Bank, FSB
  Senior Vice President, Mortgage Lending and Branch Operations
  Camden, South Carolina

- Presently serving as: Senior Vice President
  Commercial & Residential Lending Divisions
  Appraisal Review and Asset Valuation
  First Palmetto Savings Bank, FSB
  Camden, South Carolina

South Carolina Certified General Appraiser #5782
Palmetto Valuation & Appraisal, LLC
1105 Broad Street
Camden, South Carolina 29020

Plaintiffs' Ex 0283.419

QUALIFICATIONS OF THE APPRAISER
SARAH J. HAMMOND

EDUCATION/LICENSING

- Graduated from Camden High School, June 1998
- Graduated from Clemson University, August 2005
  B.A. in Political Science. Minor in Business Administration
- Licensed Insurance Bank Products Specialist, State Farm Insurance
  August 2004
- Licensed Insurance Agent by the State of South Carolina,
  Property & Casualty, August 2005
- Licensed Apprentice Appraiser # AA6314 by the State of South Carolina,
  December 2007
- Notary Public, State of South Carolina

Appraisal Courses/Seminars:

L1 – Introduction to Real Estate Appraisal / September 2007
L2 – Valuation Procedures / September 2007
L3 – 15 Hour National USPAP Course / September 2007
CR – Applied Residential Property Valuation Case Study / September 2007

McKissock CE – 7 hour Residential Report Writing / June 2008
McKissock CE – Mortgage Fraud: Protect Yourself / June 2008

EMPLOYMENT HISTORY

- January – August 2003: Public Relations Assistant
  The United Way of Kershaw County, SC
- August 2003 – August 2004: Legal Assistant
  The Law Office of M. Scott Rankin, Camden, SC

Plaintiffs' Ex 0283.420

- August 2004 – August 2005: Bank Products Specialist
  Maggie Waldrep State Farm Agency, Anderson, SC

- August 2005 – September 2008: Property & Casualty Insurance Agent
  Larry DiBiase State Farm Agency, Camden, SC

- September 2008 - Present: Licensed Apprentice Appraiser SC # AA 6314
  Palmetto Valuation & Appraisal, LLC, Camden, SC

Plaintiffs' Ex 0283.421

ADDENDA

Plaintiffs' Ex 0283.422

FIRST PALMETTO

SAVINGS BANK

Since 1904

1105 Broad Street
Post Office Box 430
Camden SC 29021

December 16, 2009

Palmetto Valuation & Appraisal LLC
Attn: Vernon Hammond

VIA EMAIL

Re:	Property Location:	Hwy 601 South Lugoff SC 29078
	Contact Person:	Theresa Williams
	Contact Phone Number:	803-408-3277
	Purpose of Appraisal:	Pre Construction
	Property Type:	Commercial

Dear Vernon:

Please accept this as a formal letter of engagement to appraise the above referenced property. The appraisal report should be a Complete Appraisal in Summary format and be prepared in accordance with the requirements of both the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Standards of Professional Practice of the Appraisal Institute.

The purpose of the appraisal is to estimate the market value as defined by the Financial Institutions Reform Recovery and Enforcement Act (FIRREA) in a fee simple interest of the property. The report is to be prepared for First Palmetto Savings Bank, F.S.B. and will be utilized to assist the Bank in the valuation of collateral used for lending purposes. Cost, Sales Comparison, and Income Approach are required.

Please return the completed appraisal report to ATTN: APPRAISAL @ 1105 BROAD ST CAMDEN SC 29020.

Sincerely,

First Palmetto Savings Bank
Loan Operations

Plaintiffs' Ex 0283.423

Reset Form

Print Form

SUBMIT VIA E-MAIL

FIRST PALMETTO SAVINGS BANK, F.S.B.

INTERNAL APPRAISAL REQUEST

Upon receipt, a confirmation e-mail will be sent to the lender If additional information can not be sent via email, a fax may be sent to 803-424-5037 attention: Appraisal

Date:	12-14-2009	**Borrower:**	SOUTH CAROLINA EAR. NOSE, AND THROAT
Loan Officer:	WALTER M LONG	**Address of Subject Property:**	HIGHWAY 601 SOUTH, LUGOFF SC 29078 (SEE LEGAL DESCRIPTION ATTACHED)
Loan Amount:	$ 1,796,316		

PURPOSE OF APPRAISAL	PROPERTY TYPE
Pre Construction	Commercial

CONTACT PERSON

Name(s): THERESA WILLIAMS

Description:

Telephone(s): 424-2210

ATTACHMENTS

- ☐ Copy of Deed
- ☐ Plat (if available)
- ☒ Legal Description
- ☐ Copy of Contract

Comments:

Rev 06/09

Plaintiffs' Ex 0283.424

Real Estate Information Service, Inc.
1145 King St
Charleston, SC 29401
800-633-6708

PropTools

0309-00-00-0320 LUC RL Subarea 3 Acreage 1 000

Ownership

SCENT LAND HOLDINGS LLC
1165 HIGHWAY 1 S
LUGOFF, SC 29078-8966

Previous Owner EASTERN LAND & TIMBER COMP

Property Characteristics

Lot	Block	Sect	Unit

1291 HWY 601

TR-111 UPPER HY-2341

Co Use _____ AGRICULTURAL

Owner Type		# of Buildings	0
Parcels	1	# of Lots	0
Carrier Rte		School Dist	
Owner Oc		Tax Dist	277
Assumption		True Sale	
Fire Dist			
Jurisdiction			
Trans Type			

Sales

Sale Date	07/06/2009
Sale Price	$125,000
Deed Ref	2547/0126
Sale Type	1
Plat Ref	

Values

Land Value	0
Building Value	0
Total Value	49,710
Assmt Land	0
Assmt Building	0
Assmt Total	0

Total SF	0
Yr Built	0
Record Date	07/08/2009
Report Date	07/29/2009

This information is taken from public records While every precaution is observed, no responsibility is assumed for errors or omissions
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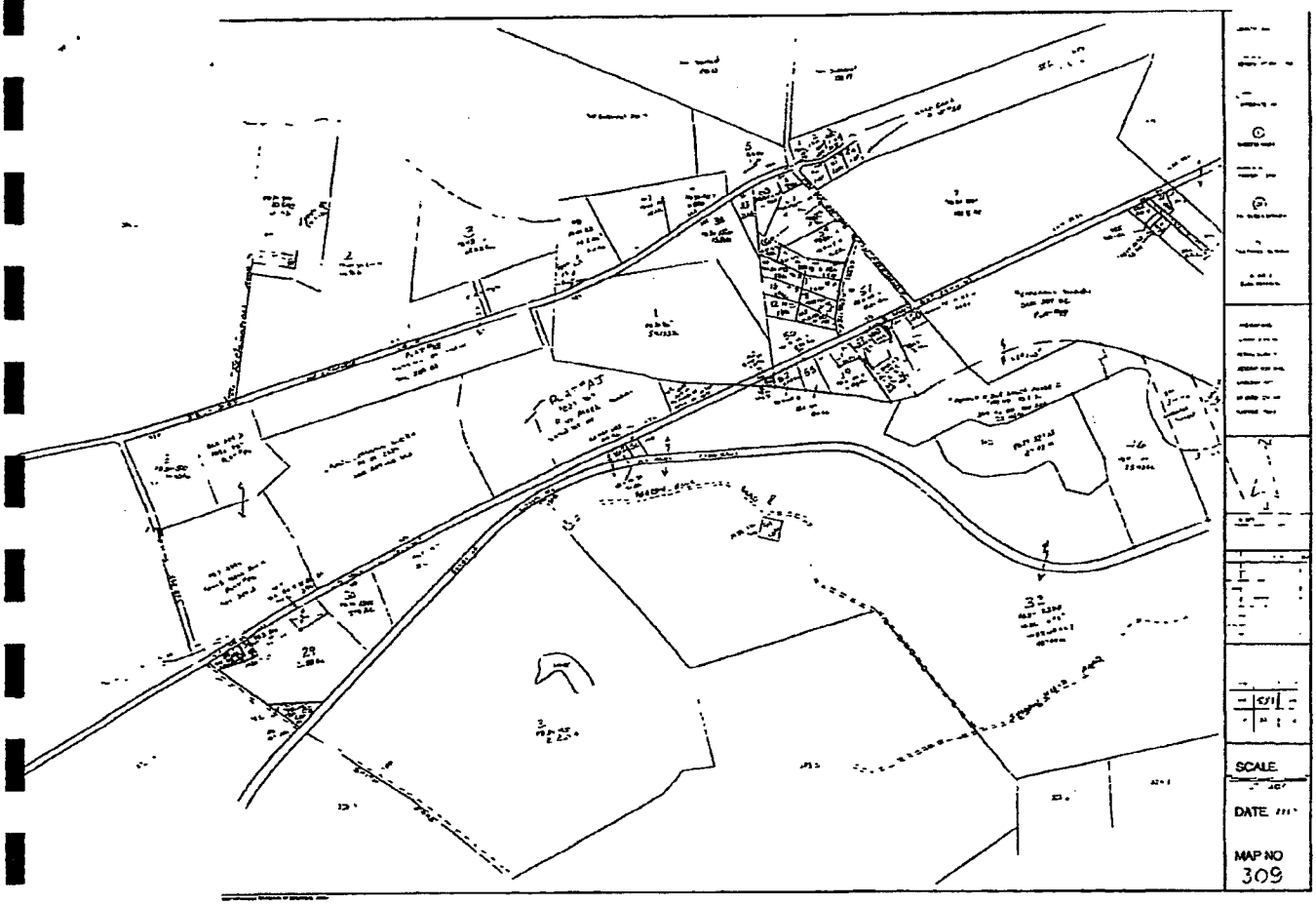
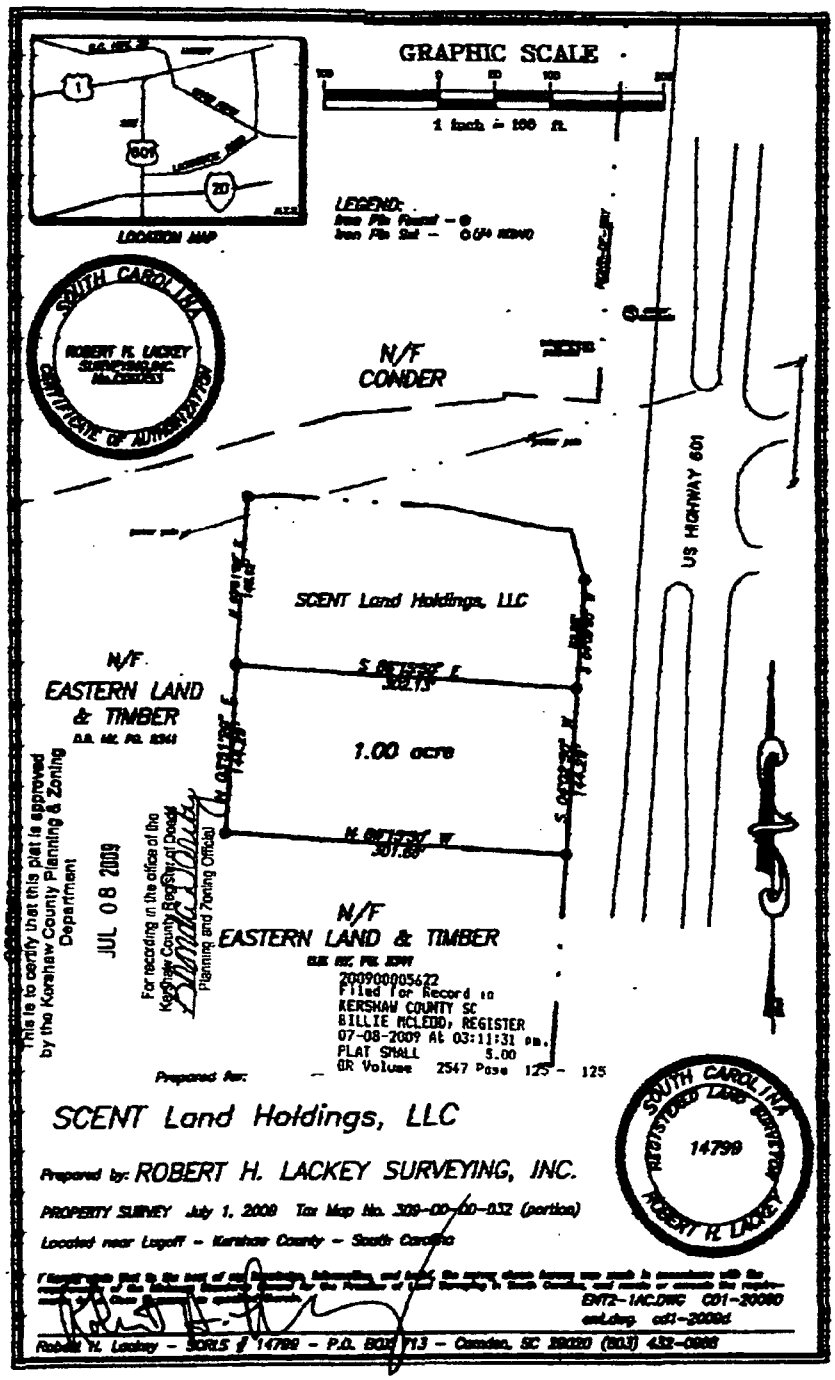

SCALE
DATE
MAP NO
309

Book 2547 Pg 125

D22840
SRS-JGJ

Instrument 200909005622 OR
Volume 2547 Page 125



Plaintiffs' Ex 0283.427

D22840-SAS/JG.

200900005623 OR Volume 2547 Page 126

200900005623
Filed for Record in
KERSHAW COUNTY SC
BILLIE MCLEOD, REGISTER
07-08-2009 At 03:12:15 pm.
DEED 11.00
STATE 325.00
COUNTY 137.50
OR Volume 2547 Page 126 -

This document prepared by:
Anne S. Conder, Attorney at Law
P.O. Box 1502, Camden, SC 29020

Return to:
Savage Law Firm
1111 Church Street
Camden, SC 29020

State of South Carolina)
)
County of Kershaw)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that EASTERN LAND & TIMBER COMPANY, A SOUTH CAROLINA LIMITED LIABILITY PARTNERSHIP, (hereinafter called "Grantor"), in consideration of One Dollar ($1.00) and other valuable consideration, to the Grantor in hand paid at and before the sealing of these presents, by SCENT LAND HOLDINGS, LLC (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto

SCENT LAND HOLDINGS, LLC,

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 of U.S. Highway No. 601, containing 1.00 acre more or less, as shown on a plat prepared for SCENT Land Holdings, LLC by Robert H. Lackey Surveying, Inc., dated July 1, 2009 and recorded in 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

Recorded this 8th Day
Of July, 2009

Robin H. Watkins,
Kershaw County Auditor

Plaintiffs' Ex 0283.428

Instrument 200900005623 OR Volume 2547 Page 127

accurate description. Be all measurements a little more or less.

DERIVATION: This being a portion of the same property conveyed to Eastern Land & Timber Company, a South Carolina Limited Liability Partnership by deed of Gay L. Conder, recorded in Book 2457 at Page 274, KCROD. AND ALSO a portion of the same property conveyed to Eastern Land & Timber Company, a South Carolina limited partnership by deed of Westvaco Corporation (formerly West Virginia Pulp and Paper Company)recorded in Book HY at Page 2341. THEREAFTER, John W. Conder, IV, Lydia Conder Vann, R. Justin Conder, The JHC Trust by and through its trustees, R. Justin Conder and Joanna Conder Heaton, and Joanna Conder Heaton, Quit Claimed any interest they may have owned in the above referenced property to Eastern Land & Timber Company, a South Carolina limited liability company by deeds recorded in Book 2457 at Page 277, Page 280, Page 283, and Page 286 and in Book 2459 at Page 151. AN AFFIDAVIT has been filed with the Kershaw County Register of Deeds in Book 2486 at Page 106, detailing this derivation.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises. AND MADE SUBJECT TO RESTRICTIONS ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

Grantee's Address:
1165 Highway 1 South
Lugoff, SC 29078

TMS No.: Portion of 309-00-00-032

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's successors and assigns forever. And the Grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's successors or assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

Plaintiffs' Ex 0283.429

Instrument 200900005623 OR Volume 2547 Page 128

WITNESS the Grantor's hands and seals this the 6th day of July, 2009.

SIGNED, SEALED AND DELIVERED
in the presence of:

EASTERN LAND & TIMBER COMPANY,
A SOUTH CAROLINA LIMITED LIABILITY PARTNERSHIP

BY: _____
R. Justin Conder, Managing Partner

State of South Carolina)
)
County of Kershaw)

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named EASTERN LAND & TIMBER COMPANY, A SOUTH CAROLINA LIMITED LIABILITY PARTNERSHIP by and through its managing partner, R. Justin Conder, sign, seal, and, as its act and deed, deliver the within-written Title to Real Estate, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 6th day of July, 2009.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: 3/2/14

Plaintiffs' Ex 0283.430

Instrument 200900005623 OR Volume 2547 Page 129

EXHIBIT "A"

1. IMPROVEMENTS: No improvements shall be constructed, erected, placed, altered, maintained or permitted on the Property until plans and specifications therefore have been approved as provided herein by the Grantor, its successors or assigns. Improvements shall include, but not be limited to Building Plans; Landscaping Plans; Signage; Fences; Walls.
2. Grantee shall cause the Property to remain in a reasonably neat and orderly condition, preventing the accumulation of trash and shall prevent runoff of surface water and soil from the Property onto adjacent property or streets. Grantee shall comply in all respects with all governmental statutes, ordinances, regulations and health, police and fire requirements.
3. Upon completion of construction of improvements on the Property, all exposed disturbed ground areas shall be stabilized and landscaped.
4. STORM DRAINAGE: Plans and specifications for any improvement on the Property shall include a detailed Storm Drainage Plan indicating quantity and direction of storm water runoff, and including, if required, pipe size and location, catch basins, headwalls, ditches, swales and other structures or improvements to be constructed by the Grantee. All drainage plans shall be designed to coordinate with the drainage of Grantor's remaining property. Except as agreed to by Grantor, no storm drainage shall be carried across the Grantor's property line.
5. No parking shall be permitted on any street or any place other than paved parking spaces provided on the Property by Grantee.
6. All utility connections or tap fees and rollback taxes shall be paid by Grantee.
7. PERMITTED USES: No use, other than as approved by Grantor and which is allowed under applicable governmental zoning ordinance shall be of the Property without the written consent of Grantor. The use of the Property shall be limited primarily to hospital, medical and health related activities and other professional offices, including but not limited to non-medical professional offices; no other general commercial activity shall be permitted on the Property without the prior written consent of Grantor.
8. Grantor shall have 30 days from receipt of a complete package from Grantee to approve submitted plans for approval. In the event approval or disapproval has not been granted by the Grantor within the 30 days, then such plans shall be deemed approved; provided, however, that in all events such plans must comply in all other respects with the requirements set forth herein.
9. The purpose of these restrictions is to insure the property development and use of the Property and to protect the Grantor against such improper development and use as will adversely affect the value of the Grantor's property, to prevent the erection on the Property of improvements built of improper design or materials, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets, where appropriate, and in general to provide adequately for a superior type and quality development on the Property and the Grantor's remaining or after acquired property.
10. TERM: These restrictions shall continue in full force and effect for a period of twenty (20) years from the date hereof and shall continue automatically for another

Plaintiffs' Ex 0283.431

twenty (20) year term, unless modified or terminated by mutual decision of the Grantor and Grantee. THESE AMENDMENTS MAY BE MODIFIED BY AN INSTRUMENT IN WRITING SIGNED BY THE GRANTOR AND GRANTEE.

B/C

Book 2547 Pg 131

TATE OF SOUTH CAROLINA)
) Page 1 of 2 **AFFIDAVIT** Instrument 200900005623 OR Volume 2547 Page 131
OUNTY OF KERSHAW)

ERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on page 2 of this affidavit and I understand ich information.

2. The property located as a 1.00 acre Portion of 309-00-00-032, Kershaw County, outh Carolina, was transferred by EASTERN LAND & TIMBER COMPANY, A SOUTH CAROLINA MITED LIABILITY PARTNERSHIP to SCENT LAND HOLDINGS, LLC.

3. Check one of the following:

(a) XXXX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____ exempt from the deed recording fee because (See Information section of affidavit): _____.
(If exempt, please skip items 4 -7, and go to item 8 of this affidavit.

4. Check one of the following if either 3(a) or item 3(b) above has been ecked (See Information section of this affidavit).

(a) XXX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $125,000.

(b) _____ The fee is computed on the fair market value of the realty which is _____.

(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance isted on the land, tenement, or realty before and remained on the land, tenement, or alty after the transfer. If "Yes," the amount of the outstanding balance of this lien encumbrance is: _____$_____.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in Item 4 here: $125,000
(b) Place the amount listed in Item 5 here: $ 0
(If no amount is listed, place zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: $125,000

7. The deed recording fee due is based on the amount Listed on Line 6(c) ove and the deed recording fee due is: $462.50

Plaintiffs' Ex 0283.433

Instrument 200900005623 OR | Volume 2547 | Page 132

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with this transaction as: Grantee.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

R Justin Corder
Responsible Person Connected with the Transaction

R. Justin Corder
Print or Type Name Here

SWORN to before me this 17th day of July, 2009.

(L.S.)
Notary Public for the State of South Carolina
My Commission Expires: 3/2/14

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other tangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty being transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

(1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
(2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
(3) that are otherwise exempted under the laws of the Constitution of this State or of the United States;
(4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
(5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
(6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;

Instrument 200900005623 OR Volume Page 2547 133

7) that constitute a contract for the sale of timber to be cut;
8) transferring realty to a corporation, a partnership, or a trust in order o become, or as, a stockholder, partner, or trust beneficiary of the entity provided no onsideration is paid for the transfer other than stock in the corporation, interest in he partnership, beneficiary interest in the trust, or the increase in value in such tock or interest held by the grantor. However, the transfer of realty from a orporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary f the entity is subject to the fee even if the realty is transferred to another orporation, a partnership, or trust;
9) transferring realty from a family partnership to a partner or from a amily trust to a beneficiary, provided no consideration is paid for the transfer other han a reduction in the grantee's interest in the partnership or trust. A "family artnership" is a partnership whose partners are all members of the same family. A family trust" is a trust, in which beneficiaries are all members of the same family. he beneficiaries of a family trust may also include charitable entities. "Family" eans the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, hildren, stepchildren, grandchildren, and the spouses and lineal descendants of any of he above. A "charitable entity" means an entity which may receive deductible ontributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-0(A);
10) transferring realty in a statutory merger or consolidation from a onstituent corporation to the continuing or new corporation;
11) transferring realty in a merger or consolidation from a constituent artnership to the continuing or new partnership; and,
12) that constitute a corrective deed or a quitclaim deed used to confirm itle already vested in the grantee, provided that no consideration of any kind is paid : to be paid under the corrective or quitclaim deed.

Plaintiffs' Ex 0283.435

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 6th, 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

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 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 86 115' 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 13, 2009 and recorded in the office of the Register of Deeds for Kershaw County in Book 2486 at page 108.

TMS #portion of 309-00-00-032

Plaintiffs' Ex 0283.437

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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User Notes: (1516588360)

Plaintiffs' Ex 0283.438

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 RELATIONSHIP OF THE PARTIES

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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

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 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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§ 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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User Notes: (1516588360)

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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§ 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)

Init.
/

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Plaintiffs' Ex 0283.449

This Agreement entered into as of the day and year first written above

OWNER	CONTRACTOR
(Signature)	(Signature)
MANAGING SHAREHOLDER	Charlie Lucas
(Printed name and title)	(Printed name and title)

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Init.

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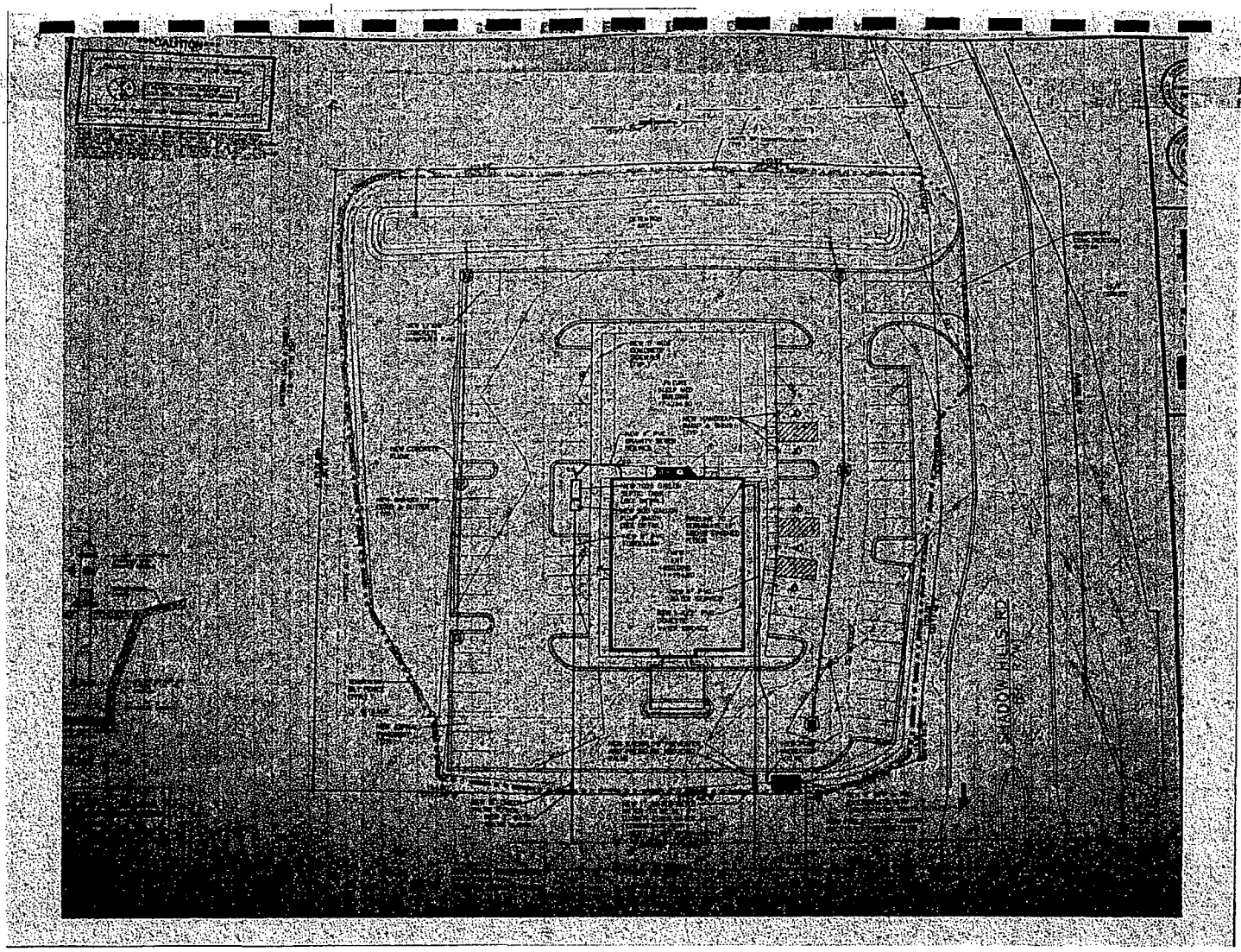
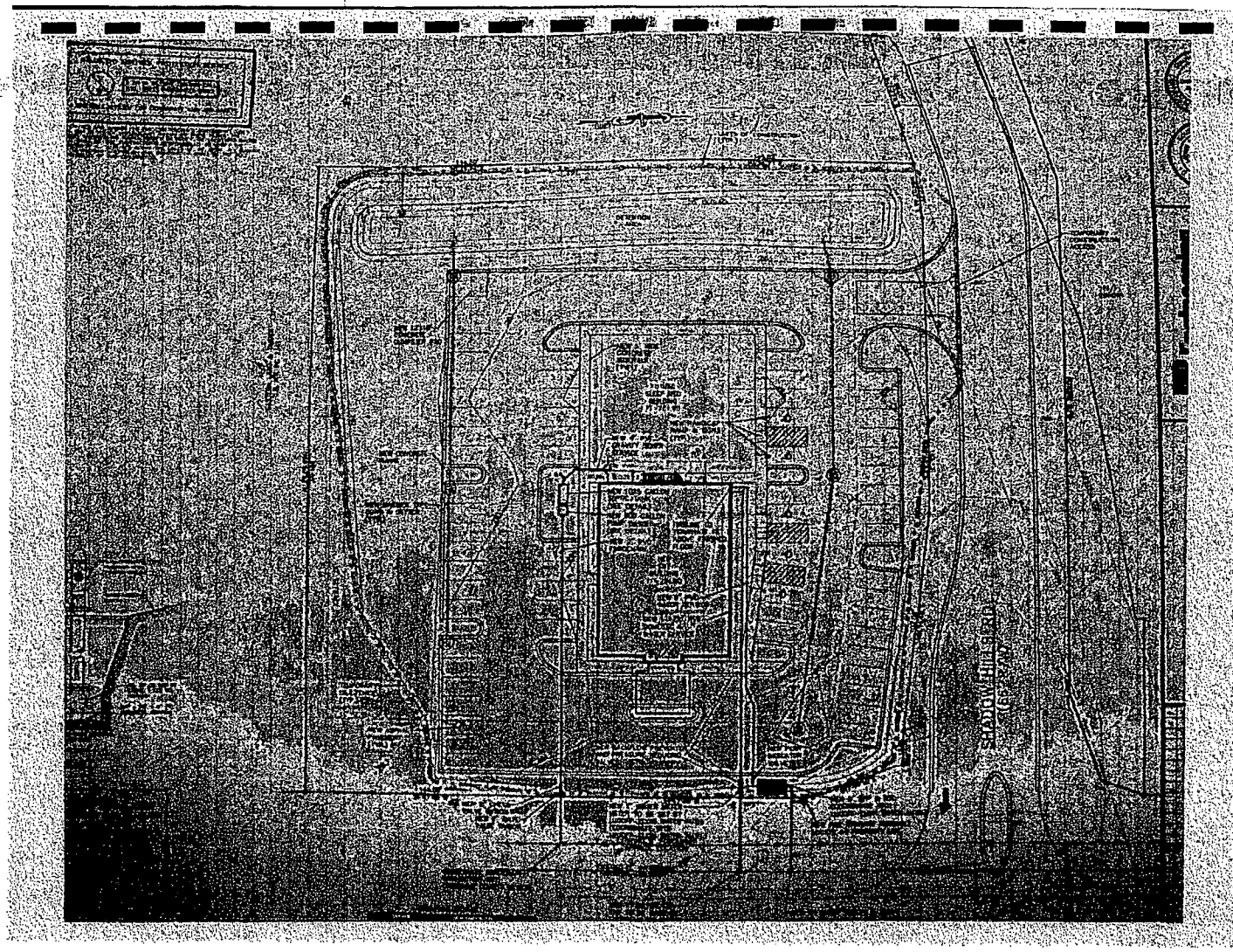
A New Clinic and Office Building for

South Carolina Ear, Nose, and Throat (SCENT)

Highway 601, Lugoff, South Carolina

Index to Drawings

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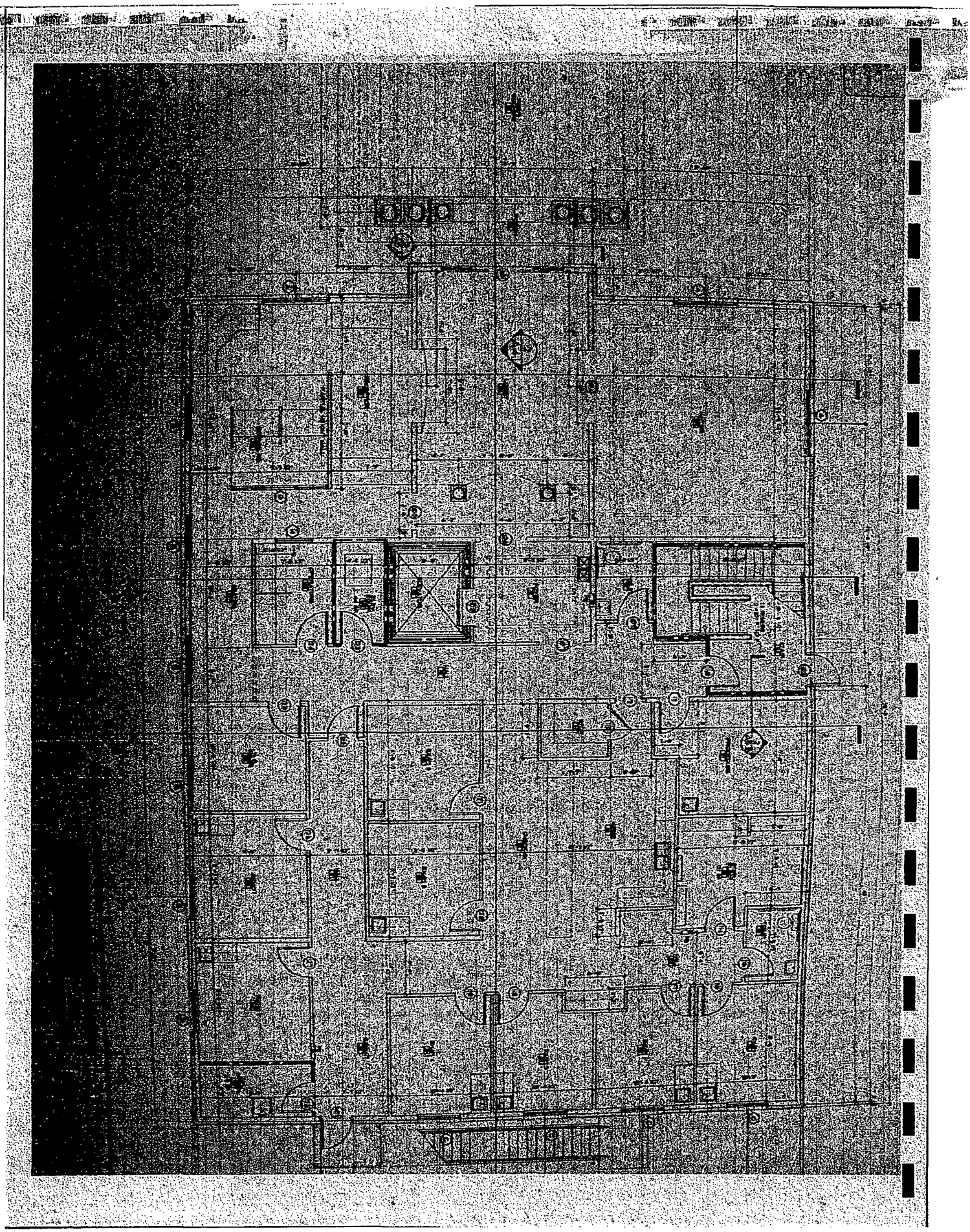

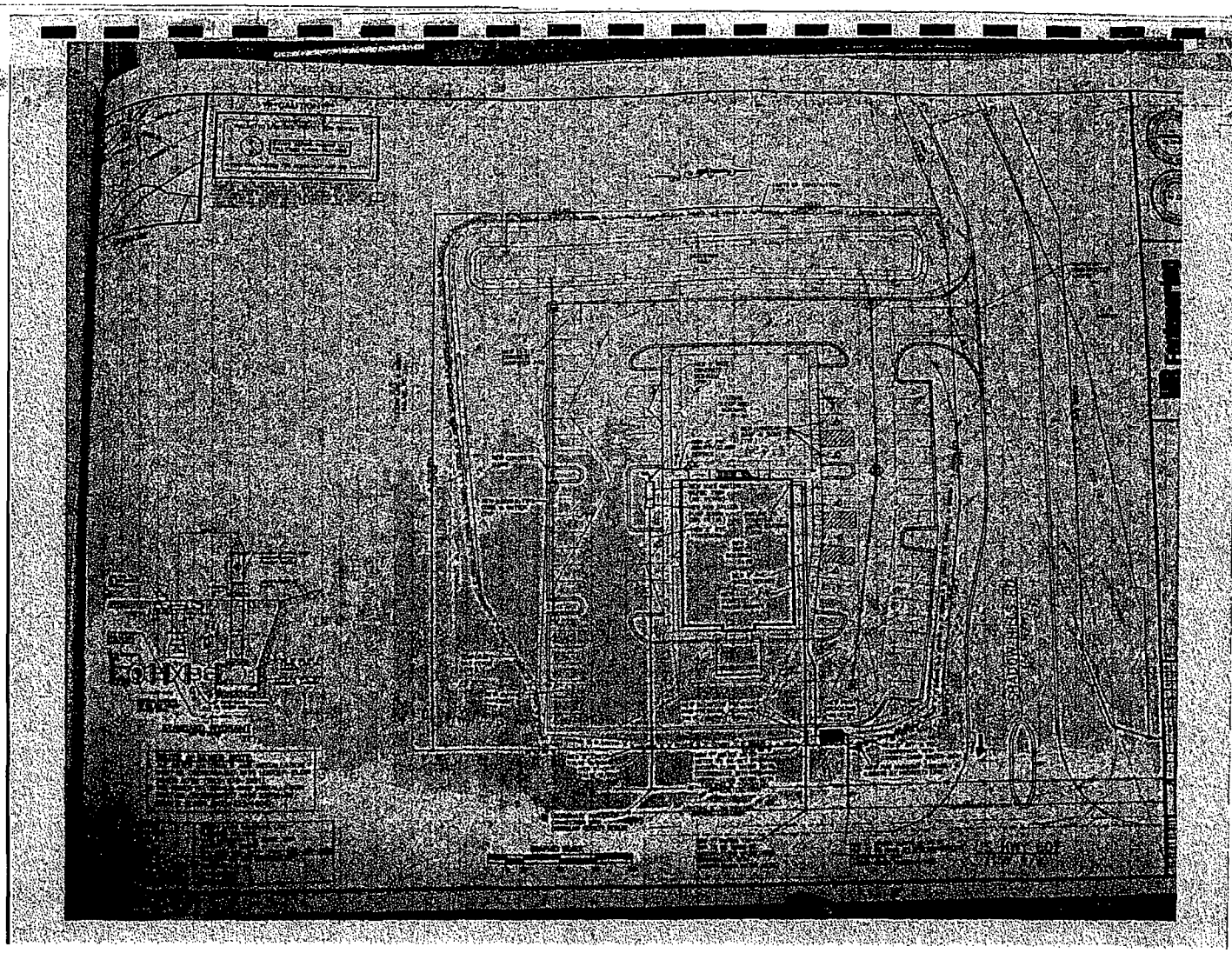

Operating Agreement

of

SCENT Land Holdings, L.L.C.

This Operating Agreement of SCENT Land Holdings, L.L.C. (the "Company") dated as of the _____ day of August, 2008, is (a) adopted by the Managers (as defined below) and (b) executed and agreed to, for good and valuable consideration, by the Members (as defined below).

A. Article I - Definitions

§ 1.1 Generally

As used in this Operating Agreement, the following terms have the following meanings:

"Act" means the South Carolina Limited Liability Company Act and any successor statute as amended from time to time.

"Articles" means the Articles of Organization filed with the Secretary of State of South Carolina by which **SCENT Land Holdings, L.L.C.** was organized as a South Carolina Limited Liability Company under and pursuant to the Act.

"Bankrupt Member" means a Member who (a) makes an assignment for the benefit of creditors, (b) files a voluntary petition in bankruptcy, (c) is adjudicated a bankrupt or insolvent, (d) files a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, (e) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding of this nature or, (f) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties.

"Business Day" means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of South Carolina are closed.

"Capital Contribution" means any contribution by a Member to the capital of the Company.

"Code" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

"Company" means **SCENT Land Holdings, L.L.C.**, a South Carolina Limited Liability Company.

"Company Liability" means any enforceable debt or obligation for which the Company is liable or which is secured by any Company Property.

"Company Minimum Gain" means an amount determined by first computing for each Company Nonrecourse Liability any gain the Company would realize if it disposed of the Company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Company Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any taxable year, the net increase or decrease in Company Minimum Gain is determined by comparing the Company Minimum Gain on the last day of the immediately preceding taxable year with the Minimum Gain on the last day of the current taxable year. Notwithstanding any provision to the contrary contained herein, Company Minimum Gain and increases and decreases in Company Minimum Gain are intended to be computed in accordance with § 704 of the Code and the Regulations issued thereunder, as the same may be issued and interpreted from time to time. A Member's share of Company Minimum Gain at the end of any taxable year equals; the sum of Nonrecourse Deductions allocated to that Member (and to that Member's predecessors in interest) up to that time and the distributions made to that Member (and to that Member's predecessors in interest) up to that time of proceeds of a nonrecourse liability allocable to an increase in Company Minimum Gain minus the sum of that Member's (and that Member's predecessors' in interest) aggregate share of the net deceases in Company Minimum Gain plus their aggregate share of decreases resulting from revaluations of Company Property subject to one or more Company Nonrecourse Liabilities.

"Company Nonrecourse Liability" means a Company Liability to the extent that no Member or related person bears the economic risk of loss (as defined in § 1.752-2 of the Regulations) with respect to the liability.

"Default Interest Rate" means a rate per annum equal to the lesser of (a) **one percent (1.0%)** plus a varying rate per annum that is equal to the *Wall Street Journal* prime rate as quoted in the money rates section of the *Wall Street Journal* which is also the base rate on corporate loans at large United States money center commercial banks, from time to time as its prime commercial or similar reference interest rate, with adjustments in that varying rate to be made on the same date as any change in that rate, and (b) the maximum rate permitted by applicable law.

"Delinquent Member" means a Member who does not contribute by the time required all or any portion of a Capital Contribution that Member is required to make as provided in this Operating Agreement.

"Dispose," "Disposing," or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest, or other disposition or encumbrance (including, without limitation, by operation of law), or the acts thereof.

"General Interest Rate" means a rate per annum equal to the lesser of (a) the *Wall Street Journal* prime rate as quoted in the money rates section of the Wall Street Journal which is also the base rate on corporate loans at large United States Money center commercial banks, from time to time as its prime commercial or similar reference interest rate, with adjustments in that varying rate to be made on the same date as any change in that rate, and (b) the maximum rate permitted by applicable law.

"Lending Member" means those Members, whether one or more, who advance the portion of the Delinquent Member's Capital Contribution that is in default.

"Manager" means any Person hereafter elected as a manager of the Company as provided in this Operating Agreement, but does not include any Person who has ceased to be a manager of the Company.

"Member" means any Person executing the Articles, this Operating Agreement, or hereafter admitted to the Company as a Member as provided in this Operating Agreement, but does not include any Person who has ceased to be a Member in the Company.

"Member Minimum Gain" means an amount determined by first computing for each Member Nonrecourse Liability any gain the Company would realize if it disposed of the Company property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Member Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any taxable year, the net increase or decrease in Member Minimum Gain is determined by comparing the Member Minimum Gain on the last day of the immediately preceding taxable year with the Minimum Gain on the last day of the current taxable year. Notwithstanding any provision to the contrary contained herein, Member Minimum Gain and increases and deceases in Member Minimum Gain are intended to be computed in accordance with § 704 of the Code or the Regulations issued thereunder, as the same may be issued and interpreted from time to time.

"Member Nonrecourse Liability" means any Company Liability to the extent of liability is nonrecourse under state law, and on which a Member or related person bears the economic risk of loss under § 1.752-2 of the Regulations because, for example, the Member or related person is the creditor or a guarantor.

"Membership" means any Member's interest in the Company, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and to consent or approve.

"Membership Interest" means a Member's right to share in profits and losses, and right to share in distributions, and has the same meaning as the term "Limited Liability Company Interest" defined in the Act.

"Net Losses" means the losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

"Net Profits" means the income and gains of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate as appropriate on the tax return of the Company filed for federal income tax purposes.

"Nonrecourse Liabilities" means Company Nonrecourse Liabilities and Member Nonrecourse Liabilities.

"Offsettable Decrease" means any allocation that unexpectedly causes or increases a deficit in the Member's Capital Account as of the end of the taxable year to which the allocation relates attributable to depletion allowances under § 1.704(b)(2)(iv)(k) of the Regulations, allocations of loss and deductions under §§ 704(e)(2) or 706 of the Code or under § 1.751-1 of the Regulations, or distributions that, as of the end of the year are reasonably expected to be made to the extent they exceed the offsetting increases to such Member's Capital Account that reasonably are expected to occur during or (prior to) the taxable years in which such distributions are expected to be made (other than increases pursuant to a Minimum Gain Chargeback).

"Operating Agreement" has the meaning given that term in the introductory paragraph.

"Person" includes an individual, partnership, limited partnership, limited liability company, foreign limited liability company, trust, estate, corporation, custodian, trustee, executor, administrator, nominee or entity in a representative capacity.

"Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative.

"Property" means all property, real and personal, owned by or titled in the name of the company.

"Required Interest" means <u>One Hundred</u> (100%) percent of all Members.

Other terms defined herein have the meanings so given them.

B. Article II - Organization

§ 2.1 Formation

The Company has been organized as a South Carolina Limited Liability Company by the filing of Articles pursuant to the Act and the issuance of a certificate of organization for the Company by the Secretary of State of South Carolina.

§ 2.2 Name

The name of the Company is **SCENT Land Holdings, L.L.C.** and all Company business must be conducted in that name or such other names that comply with applicable law as the Members may select from time to time.

§ 2.3 Registered Office

The registered office of the Company required by the Act to be maintained in the State of South Carolina shall be the office of the initial registered agent named in the Articles or such other office (which need not be a place of business of the Company) as the Members, may designate from time to time in the manner provided by law.

§ 2.4 Registered Agent

The registered agent of the Company in the State of South Carolina shall be the initial registered agent named in the Articles or such other Person or Persons as the Members, may designate from time to time in the manner provided by law.

§ 2.5 Principal office in the United States other offices

The principal office of the Company in the United States shall be at such place as the Members, may designate from time to time, which need not be in the State of South Carolina, and the Company shall maintain records at the principal office and shall keep the street address of such principal office at the registered office of the Company in the State of South Carolina. The Company may have such other offices as the Members, may designate from time to time.

§ 2.6 Purposes

The object and purpose of the Company and the general nature of the business its proposes to transact shall include all transactions of any or all lawful business for which limited liability companies may be formed under the laws of the State of South Carolina.

§ 2.7 Foreign qualification

Prior to the Company's conducting business in any jurisdiction other than South Carolina, the Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Members, each Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Operating Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

§ 2.8 Term

The Company commenced on the date the Articles were filed with the Secretary of State of South Carolina for the Company and shall continue in existence as an at-will entity and will so continue to do business until such time as the members of said company determine to cease doing business as the entity existing as **SCENT Land Holdings, L.L.C.**

§ 2.9 Mergers

The Company may merge with another Limited Liability Company subject to the requirements of the Act.

§ 2.10 No state-law partnership

The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and state tax purposes, and this Operating Agreement may not be construed to suggest otherwise.

C. Article III - Members

§ 3.1 Admission of members

After the formation of this Company, a person who is a member of the practicing group South Carolina ENT, Allergy & Sleep Medicine, P.A. and who desires to become a Member in this company, may become a new Member, or either designate a spouse as a new member:

(1) in the case of a person acquiring a Membership directly from this Company, on compliance with the provisions of Section 3.2 and 3.4 of this Agreement governing admission of new Members or,

if this Operating Agreement contains no relevant admission provisions, on the written consent of all Members; and

(2) in the case of an assignee of a Membership if there is both (i) the unanimous consent of all members at the time of the assignment to permit the admission of a substituted member, and (ii) the unanimous consent of the non-assigning members to continue the business of the LLC once the assignor withdraws

(3) upon payment to the Company of an agreed upon amount representing the percentage of desired ownership of the equity in the then current appraised value of the real estate holdings of the Company plus the assumption of existing indebtedness, if any.

Any person may be a Member unless the person lacks capacity apart from the Act.

§ 3.2 Representations and warranties

Each Member hereby represents and warrants to the Company and each other Member that (a) if that Member is a corporation, it is duly organized, validly existing and in good standing under the law of the state of its incorporation and is duly qualified and in good standing as a foreign corporation in the jurisdiction of its principal place of business (if not incorporated therein); (b) if that Member is a limited liability company, it is duly organized, validly existing, and (if applicable) in good standing under the law of the state of its organization and is duly qualified and (if applicable) in good standing as a foreign limited liability company in the jurisdiction of its principal place of business (if not organized therein); (c) if that Member is a partnership, trust, or other entity, it is duly formed, validly existing, and (if applicable) in good standing under the law of the state of its formation, and if required by law is duly qualified to do business and (if applicable) in good standing in the jurisdiction of its principal place of business (if not formed therein), and the representations and warranties in clause (a), (b), or (c), as applicable, are true and correct with respect to each partner (other than limited partners), trustee, or other Member thereof, (d) that Member has full corporate, limited liability company, partnership, trust, or other applicable power and authority to execute and agree to this Operating Agreement and to perform obligations hereunder and all necessary actions by the board of directors, shareholders, manager, members, partners, trustees, beneficiaries, or other Persons necessary for the due authorization, execution, delivery, and performance of this Operating Agreement by that Member have been duly taken; (e) that Member has duly executed and delivered this Operating Agreement; and (f) that Member's authorization, execution, delivery, and performance of this Operating Agreement do not conflict with any other agreement or arrangement to which that Member is a party or by which it is bound.

§ 3.3 Restrictions on the disposition of a membership

Membership and transferability of Memberships in the Company are substantially restricted. Neither record title nor beneficial ownership of a Membership may be transferred or encumbered without

the consent of all Members at the time of transfer. This Company is formed by a closely-held group who know and trust one another, who will have surrendered certain management rights (in exchange for limited liability) based upon their relationship and trust. Capital is also material to the business and investment objectives of the Company and its federal tax status. An unauthorized transfer of a Membership could create a substantial hardship to the Company, jeopardize its capital base, and adversely affect its tax structure. These restrictions upon ownership and transfer are not intended as a penalty, but as a method to protect and preserve existing relationships based upon trust and the Company's capital and its financial ability to continue.

A Disposition of a Membership in the Company may not be effected without the consent of all Members at the time of Disposition and the consent of all of the non-Disposing Members to continue the business.

It is the intent of the Members that the tax status of this Company be the same as for a partnership, and except as allowed by the Code and any corresponding rules and regulations, it is intended that this Company shall not allow free transferability of interest, and to the extent possible, this Operating Agreement shall be read and interpreted to prohibit the free transferability of interest of any Member. Any attempted Disposition by a Person of an interest or right in or in respect of the Company other than in accordance with this section shall be, and is hereby declared, null and void ab initio.

An assignee who becomes a Member has, to the extent assigned, the rights and powers and is subject to the restrictions and liabilities of a Member under this Operating Agreement and the Act. Unless otherwise provided by this Operating Agreement, an assignee who becomes a Member also is liable for the obligations of the assignor to make contributions but is not obligated for liabilities unknown to the assignee at the time the assignee became a Member and which could not be ascertained from this Operating Agreement. Whether or not an assignee of a Membership becomes a Member, the assignor is not released from the assignor's liability to this Company.

(1) Subject to the provisions of the following section, (i) a Person to whom a Membership in the Company is transferred has the right to be admitted to the Company as a Member with the interest in Net Profits, Net Losses, and capital so transferred to such Person, if (A) the Member making such transfer grants the transferee the right to be so admitted, and (B) such transfer is consented to in accordance with this section.

(2) The Company may not recognize for any purpose any purported Disposition of a Membership unless and until the other applicable provisions of this section have been satisfied and the Members, have received, on behalf of the Company, a document (i) executed by both the Member effecting the Disposition (or if the transfer is on account of the death, incapacity, or liquidation of the transferor, his representative) and the Person to which the Membership is Disposed, (ii) including the notice address of any Person to be admitted to the Company as a Member and its agreement to be bound by this Operating Agreement in respect of the Membership being obtained, (iii) setting forth the Person's interest in Net Profits, Net Losses and capital after the Disposition of the Member effecting

the Disposition and the Person to which the Membership is Disposed (which together must total the interest in Net Profits, Net Losses and capital of the Member effecting the Disposition before the Disposition), and (iv) containing a representation and warranty that the Disposition was made in accordance with all applicable laws and regulations (including securities laws) and, if the Person to which the Membership is Disposed is to be admitted to the Company, its representation and warranty that the representations and warranties in this Operation Agreement are true and correct with respect to that Person. Each Disposition and, if applicable, admission complying with the provisions of this section is effective as of the first day of the calendar month immediately succeeding the month in which the Members receive the notification of Disposition and the other requirements of this section have been met.

(3) For the right of a Member to Dispose of a Membership or of any Person to be admitted to the Company in connection therewith to exist or be exercised, (i) either (A) the Membership subject to the Disposition or admission must be registered under the Securities Act of 1933, as amended, and any applicable state securities laws or (B) the Company must receive a favorable opinion of the Company's legal counselor or other legal counsel acceptable to a Required Interest of its Members, to the effect that the Disposition or admission is exempt from registration under those laws and (ii) the Company must receive a favorable opinion of the Company's legal counsel or of other legal counsel acceptable to a Required Interest of its Members, to the effect that the Disposition or admission, when added to the total of all other sales, assignments, or other Dispositions within the preceding 12 months, would not result in the Company's being considered to have terminated within the meaning of the Code. The Members, however, may waive the requirements of this sub-part of this section.

(4) The Member effecting a Disposition and any Person admitted to the Company in connection therewith shall pay, or reimburse the Company for, all costs incurred by the Company in connection with the Disposition or admission (including, without limitation, the legal fees incurred in connection with the legal opinions referred above) on or before the tenth day after the receipt by that Person of the Company's invoice for the amount due. If payment is not made by the date due, the Person owing that amount shall pay interest on the unpaid amount from the date due until paid at a rate per annum equal to the Default Interest Rate.

§ 3.4 Additional Members

Additional Persons may be admitted to the Company as Members and Memberships may be created and issued to those Persons and to existing Members at the direction of a Required Interest of Members, on such terms and conditions as the Required Interest may determine at the time of admission. The terms of admission or issuance must specify the percentage of Net Profit, Net Loss, allocable to such Person and the Capital Contribution applicable thereto and may provide for the creation of different classes or groups of Members and having different rights, powers, and duties. A Required Interest shall reflect the creation of any new class or group in an amendment to this Operating Agreement indicating the different rights, powers, and duties. Any such admission also

must comply with the requirements described elsewhere in this Operating Agreement and is effective only after the new Member has executed and delivered to the Company, as appropriate, a document including the new Member's notice address, its agreement to be bound by this Operating Agreement, and its representation and warranty that the representation and warranties required of new Members are true and correct with respect to the new Member. Notwithstanding the foregoing, the Members of the Company shall have a preemptive right to acquire additional, newly created Memberships of the Company, or securities of the Company convertible into or carrying a right to subscribe to or acquire Memberships, except to the extent limited or denied by this Operating Agreement or the Articles.

§ 3.5 Interests in a member

A Member that is not a natural person may not cause or permit an interest, direct or indirect, in itself to be Disposed of such that after the Disposition, (a) the Company would be considered to have terminated within the meaning of section 708 of the Code or (b) without the consent of a Required Interest that Member shall cease to be controlled by substantially the same Persons who control it as of the date of its admission to the Company. On any breach of the provisions of clause (b) of the immediately preceding sentence, the Company shall have the option to buy, and on exercise of that option the breaching Member shall sell, the breaching Member's Membership.

§ 3.6 Information

In addition to the other rights specifically set forth in this Operating Agreement, each Member is entitled to all information to which that Member is entitled to have access under the terms of the Act. The Members agree, however, that a Required Interest from time to time may determine, due to contractual obligations, business concerns, or other considerations, that certain information regarding the business affairs, properties, and financial condition of the Company should be kept confidential and not provided to some or all other Members, and that it is not just or reasonable for those Members or assignees or representatives thereof to examine or copy that information.

The Members acknowledge that from time to time, they may receive information from or regarding the Company in the nature of trade secrets or that otherwise is confidential, the release of which may be damaging to the Company or Persons with which it does business. Each Member shall hold in strict confidence any information it receives regarding the Company that is identified as being confidential (and if that information is provided in writing, that is so marked) and may not disclose it to any Person other than another Member, except for disclosures (i) compelled by law (but the Member must notify a Required Interest, as appropriate, promptly of any request for that information, before disclosing it, if practicable), (ii) to advisers or representatives of the Member or Persons to which that Member's Membership may be Disposed as permitted by this Operating Agreement, but only if the recipients have agreed to be bound by the provisions of this section or (iii) of information that Member also has received from a source independent of the Company that the Member reasonably believes obtained that information without breach of any obligation of confidentially.

The Members acknowledge that breach of the provisions of this section may cause irreparable injury to the Company for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the Members agree that the provisions of this section may be enforced by specific performance.

§ 3.7 Liabilities to third parties

Except as otherwise expressly agreed in writing, no Member shall be liable for the debts, obligations or liabilities of the Company, including under a judgment decree or order of a court.

§ 3.8 Withdrawal

Members are free to withdrawal from the company at any time upon 90 days written notice to the non-withdrawing members of the company. Once a physician is no longer a member of South Carolina ENT, Allergy & Sleep Medicine, P.A. his right, or that of his spouse, to remain a member of this company shall terminate and the remaining members of the company shall purchase the membership interest of the withdrawing or dissociated Member. The value of said interest shall be the Member's percentage of equity in the then current appraised value of the real estate holdings and assumption of the balance of the existing indebtedness by the non-withdrawing Members.

§ 3.9 Classes and voting

Unless the Articles state to the contrary or as provided by this Operating Agreement two or more classes or groups of one or more Members is established, there shall be one class of Members. The Articles or any amendments thereof or by a two-thirds vote of the Members of this Company at a duly authorized annual or special meeting may elect to establish two or more classes or groups of one or more Members. In the event of the establishment of two or more classes or groups of one or more Members, then the following provisions shall apply:

(1) The rights, powers, or duties of a class or group may be senior to those of one or more existing classes or groups of Members.

(2) If two or more classes or groups of one or more Members are established, then each class or group of Members, as far as waiver of notices, action by consent without a meeting, establishment of a record date, quorum requirements, voting in person or by proxy, or any other matter relating to the exercise of the right to vote, shall be governed by the same provisions of this Operating Agreement as pertain to one class or group of Members.

(3) Prompt notice of the taking of an action under this Operating Agreement that require less than unanimous written consent of the Members and that may be taken without a meeting shall be given to the Members who have not consented in writing to the taking of the action.

(4) For the purposes of this section, the taking of an action includes amending this Operating Agreement or creating, under provisions of this Operating Agreement, a class of Membership that was not previously outstanding.

§ 3.10 Place and manner of meeting

All meetings of the Members shall be held at such time and place, within or without the State of South Carolina, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. Members may participate in such meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting as provided herein shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

§ 3.11 Conduct of meetings

All meetings of the Members shall be presided over by the Chairman of the meeting, who shall be a Member (or representative thereof) designated by a Required Interest. The chairman of any meeting of Members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

§ 3.12 Annual meeting

The annual meeting of the Members for the transaction of all business which may come before the meeting shall be held on the 31st day of December in each year (if not a legal holiday and, if a legal holiday, then on the next business day following) at the hour specified in the notice of the meeting. If the annual meeting is not held on the date above specified, the Members shall cause a special meeting of the Members in lieu thereof to be held as soon thereafter as convenient, and any business transacted or election held at that meeting shall be as valid as if held at the annual meeting. Failure to hold the annual meeting at the designated time shall not work a dissolution of the Company.

§ 3.13 Voting lists

The manager, officer, or agent having charge of the records reflecting the Membership of each Member of each class, if more than one class, shall make, at least ten (10) days before each meeting of Members, a complete list of the Members, entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order with the address of and percentage of Membership of each Member of each class, if more than one class, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Company and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any

Member during the whole time of the meeting. The original records reflecting the Membership of each Member of each class, if more than one class, shall be prima-facie evidence as to who are the Members entitled to examine such list or records or to vote at any meeting of Members.

Failure to comply with the requirements of this Article shall not affect the validity of any action taken at such meeting.

§ 3.14 Special meetings

Special meetings of the Members may be called at any time by the holders of at least ten percent (10%) of the Members entitled to vote at such meeting. Such request shall state the purpose or purposes of such meeting and the matters proposed to be acted on thereat.

§ 3.15 Notice

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting either personally or by mail, or at the direction of the officer or person calling the meeting, to each Member entitled to vote at the meeting, provided that such notice may be waived as provided in this Operation Agreement. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Company, with postage thereon prepaid. Any notice required to be given to any Member hereunder or under the Articles of Organization need not be given to the Member if (A) notice of two consecutive annual meetings of the Company and all notices of meetings held during the period between those annual meetings, if any, or (B) all (but in no event less than two) payments (if sent by first class mail) of distributions during a twelve-month period have been mailed to that person, addressed at his address as shown on the records of the Company, and have been returned undeliverable. Any action or meeting taken or held without notice to such person shall have the same force and effect as if the notice had been duly given.

§ 3.16 Quorum of members

Unless otherwise provided in the Articles, the holders of 3/4 of the Memberships entitled to vote, represented in person or proxy, shall constitute a quorum at a meeting of Members. The vote of the holders of 3/4 of the Memberships entitled to vote for each class, if more than one class, and thus represented at a meeting at which a quorum is present shall be the act of the Members' meeting, unless the vote of a greater number is required by law, the Articles or this Operating Agreement.

§ 3.17 Majority vote; withdrawal of quorum

With respect to any matter when a quorum is present at any meeting, the vote of the holders of a majority of the Memberships, present in person or represented by proxy, having voting power with

respect to that matter, shall decide such matter brought before such meeting, unless the matter is one upon which, by express provision of the Articles or this Operating Agreement, or by any express provision of the statutes which is applicable to such vote unless overridden by the Articles, a different vote is required, in which case such express provision shall govern and control the decision of such matter. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

§ 3.18 Voting of membership

Except as otherwise provided in the Act, each outstanding Membership, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of Members, except to the extent that the voting rights of the Membership of any class or classes are limited or denied by the Articles or by this Operating Agreement.

Memberships owned by another limited liability company or corporation, the majority of the Memberships or voting stock of which is owned or controlled by this Company, and Memberships held by this Company in a fiduciary capacity shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total Memberships at any given time.

A Member may vote either in person or by proxy executed in writing by the Member or by his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest.

§ 3.19 Action without meeting

Any action required by the Act to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall have been signed by the holder or holders of all the Memberships for each class, if more than one class, entitled to vote with respect to the action that is the subject matter of the consent, and such consent shall have the same force and effect as a unanimous vote of the Members. Every written consent pursuant to this section shall be signed, dated and delivered in the manner required by, and shall become effective at the time and remain effective for the period specified by, the Act. A telegram, telex, cablegram, or similar transmission by a Member, or a photographic, photostatic, facsimile, or similar reproduction of a writing signed by a Member, shall be regarded as signed by the Member for purposes of this section. Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent shall be given to those Members who did not consent in writing to the action.

For purposes of this section, the taking of the action includes amending this Operation Agreement or creating, under provisions of this Operation Agreement, a class of Memberships that was not previously outstanding.

§ 3.20 Assignment of membership interest

Unless otherwise provided by this Operating Agreement:

(1) a Membership Interest is assignable in whole or in part;

(2) an assignment of a Membership Interest does not entitle the assignee to become, or to exercise rights or powers of, a Member;

(3) an assignment entitles the assignee to receive distributions, to which the assignor was entitled, to the extent those items are assigned and allocates to the assignee the assignors allocable share of Net Profit and Net Loss; and

(4) until the assignee becomes a Member, the assignor Member continues to be a Member and to have the power to exercise any rights or powers of a Member.

§ 3.21 Distribution in kind

Except as provided by the Articles or this Operating Agreement, a Member, regardless of the nature of the Member's contribution, may not demand or receive a distribution from this Company in any form other than cash.

§ 3.22 Right to distribution

Subject to the Act, at the time that a Member becomes entitled to receive a distribution, with respect to a distribution, that Member has the status of and is entitled to all remedies available to a creditor of the Company.

§ 3.23 Limitation on distribution

No distribution may be made if, after giving effect to the distribution:

(1) the Company would not be able to pay its debts as they become due in the usual course of business; or

(2) the Company's assets would be less than the sum of its liabilities plus, unless otherwise provided in this Operating Agreement, the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights of other Members upon dissolution

which are superior to the rights of the Member receiving the distribution. The Company may base a determination that a distribution is not prohibited upon the relevant provisions of the Act.

§ 3.24 Buyout of disassociating member

If, following the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued Membership of a Member in the Company, a Majority in Interest of the remaining Members vote to continue the Company, the disassociating Member shall be entitled to receive any distribution which the disassociating Member was entitled to receive prior to the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued Membership of a Member in the Company. The Member shall additionally receive the fair market value of the Member's Membership in the Company as of the date of the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued Membership of a Member in the Company determined as provided in the Act. The date of payment shall be made pursuant to the Act.

In the event the spouse of a practitioner dies owning shares in the Company, the shares will automatically transfer to and become the property of the practitioner and not pursuant to the terms of the spouses Last Will and Testament. The regulations previously stated herein concerning Assignment of Interest or Additional Member being added to the Company shall not apply in this situation.

In the event the practitioner who is a member of the firm South Carolina ENT, Allergy & Sleep Medicine, P.A., dies while either the practitioner or his spouse owns a Membership interest in SCENT Land Holdings, LLC, a payout arrangement will be structured for SCENT Land Holdings, LLC to mirror the payout set forth in the agreement between the practitioner and the medical group South Carolina ENT, Allergy & Sleep Medicine, P.A..

In the event the practitioner who is a member of the firm South Carolina ENT, Allergy & Sleep Medicine, P.A., divorces from a spouse who owns an interest in the company, the spouse's interest in the company shall terminate and either 1) the physician spouse will buy out, or otherwise obtain, the interest of the non-physician spouse within 30 days of executing a legal separation agreement or 2) the remaining Members of the company, will buyout the non-physician interest in SCENT Land Holdings, LLC within 30 days of the execution date of the legal separation agreement. It is the intent of this agreement that no divorced or legally separated spouse of a SCENT physician shall own an interest in SCENT Land Holdings, LLC.

D. Article IV - Capital Contributions

§ 4.1 Initial contributions

Each initial Member shall make the Capital Contribution described for that Member on Exhibit A at the time and on the terms specified on Exhibit A and shall make such additional capital contributions as may be required of Members from time to time and at any time. The value of the Capital Contributions shall be as set forth on Exhibit A. No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in this Operation Agreement. Each additional Member shall make such Capital Contribution at such time as established by a Required Interest.

§ 4.2 Subsequent contributions

Without creating any rights in favor of any third party, each Member shall contribute to the Company, in cash, on or before the date specified as hereinafter described that Member's pro rata share of all monies that in the judgment of a Required Interest, is necessary to enable the Company to cause the assets of the Company to be properly operated and maintained and to discharge its costs, expenses, obligations, and liabilities. A Required Interest, shall determine and notify each Member of the need for Capital Contributions pursuant to this Section 4.2 when appropriate, which notice must include a statement in reasonable detail of the proposed uses of the Capital Contributions and a date (which date may be no earlier than the fifth Business Day following each Member's receipt of its notice) before which the Capital Contributions must be made.

§ 4.3 Failure to contribute

If a Member does not contribute by the time required all or any portion of a Capital Contribution that Member is required to make as provided in this Operating Agreement, the Company may exercise, on notice to that Member (the "Delinquent Member"), one or more of the following remedies:

(1) taking such action (including, without limitation, court proceedings) as a Required Interest may deem appropriate to obtain payment by the Delinquent Member of the portion of the Delinquent Member's Capital Contribution that is in default together with interest thereon at the Default Interest Rate from the date that the Capital Contribution was due until the date that it is made, all at the cost and expense of the Delinquent Member;

(2) permitting the other Members on a pro rata basis or in such other percentages as they may agree (the "Lending Member," whether one or more), to advance the portion of the Delinquent Member's Capital Contribution that is in default, with the following results:

(3) the sum advanced constitutes a loan from the Lending Member to the Delinquent Member and a Capital Contribution of that sum to the Company by the Delinquent Member pursuant to the applicable provisions of this Operating Agreement,

(4) the principal balance of the loan and all accrued unpaid interest thereon is due and payable in whole on the tenth day after written demand therefor by the Lending Member to the Delinquent Member,

(5) the amount loaned bears interest at the Default Interest Rate from the day that the advance is deemed made until the date that the loan, together with all interest accrued on it, is repaid to the Lending Member,

(6) all distributions from the Company that otherwise would be made to the Delinquent Member (whether before or after dissolution of the Company) instead shall be paid to the Lending Member until the loan and all interest accrued on it have been paid in full to the Lending Member (with payments being applied first to accrued and unpaid interest and then to principal),

(7) the payment of the loan and interest accrued on it is secured by a security interest in the Delinquent Member's Membership, as more fully set forth in this section, and

(8) the Lending Member has the right, in addition to the other rights and remedies granted to it pursuant to this Operating Agreement or available to it at law or in equity, to take any action (including without limitation, court proceedings) that the Lending Member may deem appropriate to obtain payment by the Delinquent Member of the loan and all accrued and unpaid interest on it, at the cost and expense of the Delinquent Member;

(9) exercising the rights of a secured party under the Uniform Commercial Code of the State of South Carolina, as more fully set forth in this Section; or

(10) exercising any other rights and remedies available at law or in equity.

Each Member grants to the Company, and to each Lending Member with respect to any loans made by the Lending Member to that Member as a Delinquent Member pursuant to this section, as security, equally and ratably, for the payment of all Capital Contributions that Member has agreed to make and the payment of all loans and interest accrued on them made by Lending Members to that Member as a Delinquent Member pursuant to this section, a security interest in and a general lien on its Membership and the proceeds thereof, all under the Uniform Commercial Code of the State of South Carolina. On any default in the payment of a Capital Contribution or in the payment of such a loan or interest accrued on it, the Company or the Lending Member, as applicable, is entitled to all the rights and remedies of a secured party under the Uniform Commercial Code of the State of South Carolina with respect to the security interest granted in this section. Each Member shall execute and deliver to the Company and the other Members all financing statements and other

instruments that the Lending Member may request to effectuate and carry out the preceding provisions of this section. At the option of a Required Interest or a Lending Member, this Operating Agreement or a carbon, photographic, or other copy hereof may serve as a financing statement.

§ 4.4 Return of contributions

A Member is not entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its capital account, or its Capital Contributions. An un-repaid Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

§ 4.5 Advanced by members

If the Company does not have sufficient cash to pay its obligations, any Member(s) that may agree to do so may advance all or part of the needed funds to or on behalf of the Company. An advance described in this section constitutes a loan from the Member to the Company, bears interest at the General Interest Rate from the date of the advance until the day of payment, and is not a Capital Contribution.

§ 4.6 Maintenance of capital accounts

The Company shall establish and maintain Capital Accounts for each Member. Each Member's Capital Accounts shall be increased by (1) the amount of any money actually contributed by the Member to the capital of the Company, (2) the fair market value of any property contributed, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities assumed by the Company or subject to which the Company takes such property, within the meaning of § 752 of the Code), and (3) the Member's share of Net Profits and of any separately allocated items of income or gain except adjustments required by the Code. Each Member's Capital Account shall be decreased by (1) the amount of money actually distributed by the Company to the Member, (2) the fair market value of any property distributed to the Member, as determined by the Company and the Member at arm's length at the time of distribution (net of liabilities of the Company assumed by the Member or subject to which the Member takes such property within the meaning of § 752 of the Code), and (3) the Member's share of Net Losses and of any separately allocated items of deduction or loss.

§ 4.7 Distribution of assets

If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share of the Net Profits or Net Losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market value immediately prior to their distribution.

§ 4.8 Sale or exchange of interest

In the event of a sale or exchange of some or all of the Member's Interest in the Company, the Capital Account of the transferring Member shall become the Capital Account of the assignee, to the extent it relates to the portion of the interest transferred.

§ 4.9 Compliance with Section 704(b) of the Code

The provisions of this Article IV as they related to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations of profits, losses, income, gain and credit pursuant to Article V to have substantial economic effect under the Regulations promulgated under § 704(b) of the Code, in light of the distributions made pursuant to Articles V and XI and the Capital Contributions made pursuant to this Article IV. In cases where § 704(C) and § 1.704-3 of the Regulations apply to Company property, Members' Capital Accounts shall be adjusted in accordance with § 1.704-1(b)(2)(iv)(g) of the Regulations for allocations to them of income, gain, loss, and deduction (including depreciation, depletion, amortization, or other cost recovery) as computed for book purposes, with respect to property. Notwithstanding anything herein to the contrary, this Operation Agreement shall not be construed as creating a deficit restoration obligation.

E. Article V - Allocations and Distributions

§ 5.1 Allocations of net profits and net losses from operations

Except as may be required by § 704(c) of the Code, and Sections 5.2, 5.3, and 5.4 of this Article V, Net Profits, Net Losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the Members as follows:

Amy L. Puchalski	50%
Jamie Curley	50%

§ 5.2 Company minimum gain chargeback

If there is a net decrease in Company Minimum Gain for a taxable year, each Member must be allocated items of income and gain for that taxable year equal to that Member's share of the net decrease in Company Minimum Gain. A Member's share of the net decrease in Company Minimum Gain is the amount of the total net decrease multiplied by the Member's percentage share of the Company Minimum Gain at the end of the immediately preceding taxable year. A Member's share of any decrease in Company Minimum Gain resulting from a revaluation of Company Property equals the increase in the Member's Capital Account attributable to the revaluation to the extent the reduction in minimum gain is caused by the revaluation. A Member is not subject to the Company Minimum Gain Chargeback Requirement to the extent the Member's share of the net decrease in

Company Minimum Gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a Recourse Liability or a Member Nonrecourse Liability, and the Member bears the economic risk of loss (within the meaning of § 1.752-2 of the Regulations) for the newly guaranteed, refinanced, or otherwise changed liability.

§ 5.3 Member minimum gain chargeback

If during a taxable year there is a net decrease in Member Minimum Gain, any Member with a share of that Member Minimum Gain (as determined under § 1.704-2(i)(5) of the Regulations) as of the beginning of that taxable year must be allocated items of income and gain for that taxable year (and, if necessary, for succeeding taxable years) equal to that Member's share of the net decrease in the Company Minimum Gain. A Member's share of the net decrease in Member Minimum Gain is determined in a manner consistent with the provisions of paragraph § 1.704-2(g)(2) of the Regulations. A Member is not subject to this Member Minimum Gain Chargeback, however, to the extent the net decrease in Member Minimum Gain arises because the liability ceases to be Member Nonrecourse Liability due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a Company Nonrecourse Liability. The amount that would otherwise be subject to the Member Minimum Gain Chargeback is added to the Member's share of Company Minimum Gain. In addition, rules consistent with those applicable to Company Minimum Gain shall be applied to determine the shares of Member Minimum Gain and Member Minimum Gain Chargeback to the extent provided under the Regulations issued pursuant to § 704(b) of the Code.

§ 5.4 Qualified income offset

In the event any Member, in such capacity, unexpectedly received an Offsettable Decrease, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income and gain for such year) in an amount and manner sufficient to offset such Offsettable Decrease as quickly as possible.

§ 5.5 Interim distributions

From time to time, the Managing Members shall determine in their reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any. To the extent such excess exists, the Members may make distributions to the Members in the same proportions as Net Profits and Net Losses are allocated to Members. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by the Members.

F. Article VI - Management by Managers

§ 6.1 Management by Managers

Subject to the provisions of Section 6.2, (i) the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of a Manager or Managers; and (ii) the Managers may make all decisions and take all actions for the Company not otherwise provided for in this Operating Agreement, including, without limitation, the following:

(1) entering into, making, and performing contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company and making all decisions and waivers thereunder;

(2) opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;

(3) maintaining the assets of the Company in good order;

(4) collecting sums due the Company;

(5) to the extent that funds of the Company are available therefor, paying debts and obligations of the Company;

(6) acquiring, utilizing for Company purposes, and disposing of any asset of the Company;

(7) borrowing money or otherwise committing the credit of the Company for Company activities and voluntary prepayments or extensions of debt;

(8) selecting, removing, and changing the authority and responsibility of lawyers, accountants, and other advisers and consultants;

(9) obtaining insurance for the Company;

(10) determining distributions of Company cash and other property as provided in Section 5.5.

The initial Managers of the Company shall be Robert Puchalski and Orville Dyce, all banking and day to day operational matters, exclusive of matters involving the mortgage or pledge or real estate holdings or dissolution of the Company, may be handled by either Manager independently of the other Manager. No third party dealing with a named Manager shall have any liability therefore.

G. Article VII - Indemnification

§ 7.1 Generally

Indemnification - The Company shall indemnify the Managers, Members, and agents for all costs, losses, liabilities, and damages paid or accrued by such Managers, Members, or agents in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State.

H. Article VIII - Taxes

§ 8.1 Generally

Tax Matters Partner - The Members shall designate one of their number or a Manager, as the tax matters partner of the Company pursuant to § 6231(a)(7) of the Code. Any person designated as tax matters partner shall take such action as may be necessary to cause each other Member to become a notice partner within the meaning of § 6223 of the Code. Any person who is designated tax matter partner may not take any action contemplated by §§ 6222 through 6232 of the Code without the consent of a Required Interest.

I. Article IX - Notice

§ 9.1 Generally

Any notice or communication required or permitted to be given by any provision of this Operating Agreement shall be in writing and shall be deemed to have been given and received by the Person to whom directed (a) when delivered personally to such Person or to a Manager or Member of the Company to which directed, or (b) when posted in the United States mails if sent by registered or certified mail, postage and charges prepaid, addressed to the Person to which directed at the address of which such Person has notified the Company, the Managers and all of the Members.

J. Article X - Dissolution, Liquidation, and Termination

§ 10.1 Dissolution

The Company shall dissolve and its affairs shall be wound upon the first to occur of the following:

(1) the written consent of all Members;

(2) upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in this Company, unless within ninety (90) days of an event described herein a 100% of the remaining Members agree in writing to continue the business of the Company; and

(3) entry of a decree of judicial dissolution of the Company or administrative dissolution as provided in the Act.

§ 10.2 Winding up and termination

On dissolution of the Company, the Managers shall serve as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Managers. The steps to be accomplished by the liquidator are as follows:

(1) as promptly as possible after dissolution and again after final liquidation, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed as applicable.

(2) the liquidator shall cause the notice described in the Act to be mailed to each known creditor of and claimant against the Company in the manner prescribed in the Act;

(3) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation and any advances described in Section 4.5) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and,

(4) all remaining assets of the Company shall be distributed to Members as follows:

> (a) the liquidator may sell any or all Company property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the capital accounts of the Members;
>
> (b) with respect to all Company property that has not been sold, the fair market value of that property shall be determined and the capital accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the capital accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and
>
> (c) Company property shall be distributed among the Members in accordance with the positive capital account balances of the Members, as determined after taking into account all capital account adjustments for the taxable year of the Company during which the liquidation

of the Company occurs (other than those made by reason of this clause (3)); and those distributions shall be made, if possible, by the end of the taxable year of the Company during which the liquidation of the Company occurs.

All distributions in kind to the Members shall be made subject to the Liability of each distributee for costs, expenses, and liabilities theretofore incurred or for which the Company has committed and those costs, expenses, and liabilities shall be allocated to the distributee pursuant to this Section 10.2. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

§ 10.3 Deficit capital accounts

Notwithstanding anything to the contrary contained in this Operating Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the capital account of any Member results from or is attributable to deductions and losses of the Company (including non-cash items such as depreciation) or distributions of money pursuant to this Operating Agreement to all Members in proportion to their respective interests in the Company, upon dissolution of the Company such deficit shall not be an asset of the Company and such Members shall not be obligated to contribute such amount to the Company to bring the balance of such Member's capital account to zero.

§ 10.4 Article of Dissolution

After the dissolution of the limited liability company, the authorized Managers shall file Articles of Dissolution with the Secretary of State of South Carolina and take such other actions as may be necessary to terminate the Company.

K. Article XI - General Provisions

§ 11.1 Books and records

The Company shall maintain those books and records as provided by the Act and as it may deem necessary or desirable. All books and records provided for by the Act shall be open to inspection of the Members from time to time and to the extent expressly provided by the Act, and not otherwise. The Members may examine all such books and records at all reasonable times. The Company shall keep and maintain the following records in its principal place of business.

(1) a current list that states the name and mailing address of each current and past Member;

(2) copies of the federal, state, and local information or income tax returns for the Company's six most recent tax years.

(3) a copy of the Articles and the Operating Agreement, all amendments or restatements, executed copies of any powers of attorney, and copies of any document that creates, in the manner provided by the Articles or Operating Agreement, classes or groups of Members;

(4) unless contained in writing in the Operating Agreement:

(a) a writing setting out the amount of cash, if any, and a statement of the agreed value of other property or services, if any, contributed by each Member and the times at which or events upon the happening of which any additional Capital Contributions are to be made by each Member;

(b) a writing stating events, if any, upon the happening of which the Company is to be dissolved and its affairs wound up; and

(c) other writings prepared pursuant to a requirement, if any, in any Operating Agreement.

(5) correct and complete books and records of account of the Company.

The Company shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

The Company shall keep in its registered office in South Carolina and make available to Members on reasonable request the street address of its principal United States Office in which the records required by this section are maintained or will be available.

The Company shall keep its books on the cash method of accounting.

§ 11.2 Amendment or modification

The Operating Agreement may be amended and modified from time to time only by a written instrument adopted and executed by all Members. No Member shall have any vested rights in the Operating Agreement.

§ 11.3 Checks, notes, drafts, etc.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Company shall be signed or endorsed by a Manager.

§ 11.4 Management by Managers

The Articles reserve management of the Company to certain Mangers, and to the extent possible, this Operating Agreement shall be read and interpreted to limit any management decisions to the discretion of the Managers.

§ 11.5 Headings

The headings used in this Operating Agreement have been inserted for convenience only and do not constitute matter to be construed in interpretation.

§ 11.6 Construction

Whenever the context so requires, the gender of all words used in this Operating Agreement includes the masculine, feminine, and neuter, and the singular shall include the plural, and conversely. All references to Articles and Sections refer to articles and sections of this Operating Agreement, and all references to Exhibits, if any, are to Exhibits attached hereto, if any, each of which is made a part hereof for all purposes. If any portion of this Operating Agreement shall be invalid or inoperative, then, so far as is reasonable and possible:

(1) The remainder of this Operating Agreement shall be considered valid and operative; and

(2) Effect shall be given to the intent manifested by the portion held invalid or inoperative.

§ 11.7 Entire agreement; supersedure

This Operating Agreement constitutes the entire agreement of the Managers, Members and their Affiliates relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

§ 11.8 Effect of waiver or consent

A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

§ 11.9 Binding effect

Subject to the restrictions on Dispositions set forth in this Operating Agreement, this Operating Agreement is binding on and inures to the benefit of the Managers, Members and their respective heirs, legal representatives, successors, and assigns.

§ 11.10 Governing law; severability

This operating agreement is governed by and shall be construed in accordance with the law of the State of South Carolina excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this operating agreement to the law of another jurisdiction. In the event of a direct conflict between the provisions of this Operating Agreement and (a) a mandatory provision of the Articles, or (b) any mandatory provision of the Act, the applicable provision of the Articles or the Act shall control. If any provision of this Operating Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Operating Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

§ 11.11 Further assurances

In connection with this Operating Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Operating Agreement and those transactions.

§ 11.12 Notice to members of provisions of this agreement

By executing this Operating Agreement, each Member acknowledges that it has actual notice of (a) all of the provisions of this Operating Agreement, including, without limitation, the restrictions on the transfer of Membership set forth in Article III, and (b) all of the provisions of the Articles. Each Member hereby agrees that this Operating Agreement constitute adequate notice of all such provisions, and each Member hereby waives any requirement that any further notice thereunder be given.

§ 11.13 Counterparts

This Operating Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

§ 11.14 Conflicting provisions

To the extent that one or more provisions of this Operating Agreement appear to be in conflict with one another, then a Required Interest, shall have the right to choose which of the conflicting provisions are to be enforced. Wide latitude is given to a Required Interest, in interpreting the provision of this Operating Agreement to accomplish the purposes and objectives of the Company, and may apply this Operating Agreement in such a manner as to be in the best interest of the Company, in their sole discretion, even if such interpretation or choice of conflicting provisions to enforce is detrimental to one or more Members.

The undersigned, being all the initial Members and Managers, as specified in the Articles, hereby certify that the foregoing Operating Agreement was unanimously adopted by the Members and Managers, effective the _____ day of August, 2008, TO WITNESS WHICH we have hereunto affixed our signatures.

WITNESS: _____ _____(SEAL)
Amy L. Puchalski, Member

_____ _____(SEAL)
Jamie Dyce, Member

_____ _____(SEAL)
Robert Puchalski, Manager

_____ _____(SEAL)
Orville Dyce, Manager

EXHIBIT A

MEMBER	CAPITAL CONTRIBUTION	FAIR MARKET VALUE
Amy L. Puchalski		
Jamie Dyce		

Dyce v. South Carolina ENT, Allergy and Sleep Medicine, P.A., et al.

Funding of Dr. Dyce's Buy-In

March 2007 to January 2008	
Bi-Weekly	$ 1,050,000.00
Sweep	764,210.00
Other personal expenses	95,793.19
	$ 1,910,003.19
Total cash distributions to Puchalski 3/1/07 - 1/31/08	$ 1,910,003.19
Divided by number of shareholders	2.00
One-half of total distributions retained by Puchalski	955,001.60
Less: Dr. Dyce Buy-In	800,000.00
Excess distributions to Puchalski 3/1/07 - 1/31/08	**$ 155,001.60**
Excess distributions over buy-in	19.38%

Dyce v. South Carolina ENT, Allergy and Sleep Medicine, P.A., et al.
Purchase Price Calculation Summary
Two Shareholder Scenario
As of May 9, 2010

		Dyce
Purchase Price Calculation:		
(A) Total Collected Revenue for Group	$	10,340,061
Divide by Four		4
Subtotal		2,585,015
Divided by Number of Shareholders		2
Subtotal (A)		1,292,508
(B) Accounts Receivable		1,868,707
Cash		472,227
CSV - Life Insurance		33,902
Receivable from SCENT Land		726,950
Total A/R, Cash and Marketable Securities		3,101,786
Divide by Three		3
Subtotal		1,033,929
Divided by Number of Shareholders		2
Subtotal (B)		516,964
(C) Minus: Amount owed by Departing Shareholder		-
Total Owed to Shareholder before 50% Adjustment		1,809,472
50% Adjustment Pursuant to Section 4.5		-
Total Owed to Shareholder	***$***	***1,809,472***

Plaintiff Exhibit 296.2

Dyce v. South Carolina ENT, Allergy and Sleep Medicine, P.A., et al.

Summary of 2008 Excess Distributions

	Dyce	Puchalski	
February 1, 2008 - December 31, 2008			
Bi-Weekly Distributions	$ 504,000.00	$ 504,000.00	
Additional Bi-Weekly Distributions	136,500.00	147,000.00	[1]
Sweep Distributions	493,000.00	493,000.00	
Call	70,508.00	70,508.00	
Non-Metropolitan Bonus	3,000.00	3,000.00	
Health Insurance	12,589.28	12,589.28	
Hartsville Building Expenditures	25,759.73	25,759.73	
Richland Lot Expenditures	18,330.16	18,330.00	
First Palmetto	5,745.35	5,745.35	
Other	500.00	500.00	
	1,269,932.52	1,280,432.36	
Personal Credit Card Expenditures	189.18	45,312.17	
Internal Revenue Service	-	637,100.00	
KCMC Sleep Lab	-	6,000.00	
KCMC	-	2,615.66	
CME Trip to Vegas	2,250.00	3,250.00	
Speakers Fee	-	1,500.00	
Springdale Hall Club	-	347.93	
310 Ocean Oaks Court	-	17,500.00	
Estate Planning	-	850.00	
Financial Planning	-	5,000.00	
Scott Burdin - Lake Lot	-	19,250.00	
Unknown - Robert Puchalski (4/4/08)	-	1,750.00	
Unknown - Robert Puchalski (7/8/08)	-	100,012.00	
Unknown - Amy Puchalski (10/27/08)	-	24,443.74	
	$ 2,439.18	$ 864,931.50	
One-half of difference in excess distributions		$ 436,496.08	

[1] Variance due to timing of payment and is equalized in 2009.

Dyce v. South Carolina ENT, Allergy and Sleep Medicine, P.A., et al.

Summary of 2009 Excess Distributions

	Dyce		Puchalski
January 1, 2009 - December 31, 2009			
Bi-Weekly Distributions	$ 509,250.00		$ 509,250.00
Sweep Distributions	831,454.06		831,454.06
Additional Bi-Weekly Distributions	162,749.97	[1]	152,249.97
Call	60,953.80		60,953.80
Health Insurance	11,789.53		11,789.53
Dental Insurance	1,436.12		1,436.12
Unknown	5,313.88		5,313.88
	1,582,947.36		1,572,447.36
Personal Expenditures	-		11,618.96
June 2009 Distribution	-		50,000.00
June 2009 Distribution - Endorsed Over	-		50,000.00
Political Contribution	-		1,175.00
Richland Lot Beginning Balance	-		(2,802.31)
Call March 2009	-		893.62
KCMC Sleep Lab	-		2,050.00
401(k) Contribution Oversight	4,066.25		-
Unidentified Beginning Balances	2,048.37		2,221.42
	$ 6,114.62		$ 115,156.69
One-half of difference in excess distributions			$ 49,271.03

[1] Variance due to timing of payment.

Dyce v. South Carolina ENT, Allergy and Sleep Medicine, P.A., et al.
Summary of Subsequent Distributions

Year	Total Distributions		Shareholders	Due Dr. Dyce
2010	974,405	[1]	3	$ 324,802
2011	670,000		3	223,333
2012	1,284,460		3	428,153
2013	450,000		3	150,000
2013	144,000		4	36,000
				$ 1,162,288

[1] Portion of distributions after May 9, 2010

Dyce v. South Carolina ENT, Allergy and Sleep Medicine, P.A., et al.
Summary of Payments to Nelson Mullins
01/01/2008 through 05/31/2010

Date	Check #	Amount
6/10/2008	3015	$ 9,564.90
8/26/2008	3362	10,000.00
9/18/2008	3462	10,000.00
11/6/2008	3674	10,000.00
11/19/2008	3740	15,000.00
1/6/2009	4050	10,208.00
1/26/2009	4135	490.25
2/26/2009	4263	5,000.00
3/19/2009	4337	5,000.00
4/13/2009	4420	5,000.00
4/27/2009	4572	10,000.00
5/26/2009	4698	10,000.00
6/22/2009	4819	5,000.00
7/21/2009	4980	10,000.00
9/14/2009	5233	9,493.95
10/9/2009	5333	1,165.00
10/27/2009	5436	10,000.00
11/3/2009	5482	2,250.00
11/10/2009	5514	10,000.00
11/30/2009	5547	10,000.00
1/18/2010	5801	10,000.00
3/2/2010	6000	10,000.00
3/16/2010	6587	10,000.00
3/29/2010	6626	30,000.00
4/27/2010	6272	20,000.00
5/13/2010	6371	252,378.00
		$ 490,550.10

Plaintiff Exhibit 296.6

Dyce v. South Carolina ENT, Allergy and Sleep Medicine, P.A., et al.
Somnus, LLC

One-half of the balance of cash as of May 9, 2010	$ 43,114.46
One-half of management fees paid to Puchalski	12,000.00
	$ 55,114.46

Dyce v. South Carolina ENT, Allergy and Sleep Medicine, P.A., et al.
Summary of Somnus, LLC Account Activity

March 2009 - December 31, 2009

Income/Deposits From SCENT:		
Initial Capital Contribution	$ 500.00	
Management Fees	105,000.00	
Expenses:		
Management Fee to Puchalski	(14,000.00)	[A]
Equipment	(2,896.18)	
Operating Expenses	(32,441.81)	
Ending Cash Balance 12/31/09	56,162.01	

January 1, 2010 - May 9, 2010

Income/Deposits From SCENT:		
Management Fees	65,000.00	
Expenses:		
Management Fee to Puchalski	(10,000.00)	[A]
Equipment	-	
Operating Expenses	(24,933.10)	
Ending Cash Balance 5/9/10	$ 86,228.91	

[A] $ 24,000.00 Paid to Puchalski

Plaintiff Exhibit 296.8

Dyce v. South Carolina ENT, Allergy and Sleep Medicine, P.A., et al.

Summary of Dr. Puchalski's Tax Rate

	Taxable Income	Total Tax	Rate
2008	$ 1,974,187	$ 666,494	33.76%
2009	$ 2,094,221	$ 705,430	33.68%
2010	$ 1,615,963	$ 539,553	33.39%

Dyce v. South Carolina ENT, Allergy and Sleep Medicine, P.A., et al.
Schedule of Amounts Paid to Amy Puchalski

Date	Type	Number	Name	Memo/Description	Split	Amount
5/8/2007	Check	1392	Amy Puchalski		SC ENT	$ 42,000.00
5/16/2007	Check	1405	Amy Puchalski		SC ENT	42,000.00
6/15/2007	Check	1484	Amy Puchalski	payroll 5/30/07	SC ENT	21,000.00
6/19/2007	Check	1489	Amy Puchalski	payroll 6/13/07	SC ENT	42,000.00
6/27/2007	Check	1540	Amy Puchalski		SC ENT	42,000.00
7/10/2007	Check	1583	Amy Puchalski	payroll 7/11/07	SC ENT	42,000.00
7/24/2007	Check	1616	Amy Puchalski	payroll 7/25/07	SC ENT	42,000.00
8/8/2007	Check	1704	Amy Puchalski	payroll 8/08/07	SC ENT	42,000.00
8/22/2007	Check	1746	Amy Puchalski	payroll 8/22/07	SC ENT	42,000.00
9/5/2007	Check	1761	Amy Puchalski	payroll 9/05/07	SC ENT	42,000.00
9/21/2007	Check	1842	Amy Puchalski	payroll 9/19/07	SC ENT	42,000.00
10/2/2007	Check	1879	Amy Puchalski	payroll 10/03/07	SC ENT	42,000.00
10/16/2007	Check	1936	Amy Puchalski	payroll 10/17/07	SC ENT	42,000.00
10/19/2007	Check	1970	Amy Puchalski	September	SC ENT	150,000.00
10/31/2007	Check	2045	Amy Puchalski	payroll 10/31/07	SC ENT	42,000.00
11/13/2007	Check	2080	Amy Puchalski	payroll 11/14/07	SC ENT	42,000.00
11/27/2007	Check	2108	Amy Puchalski	payroll 11-28-07	SC ENT	42,000.00
12/3/2007	Check	2166	Amy Puchalski	November	SC ENT	100,000.00
12/11/2007	Check	2219	Amy Puchalski	payroll 12/12/07	SC ENT	42,000.00
12/24/2007	Check	2250	Amy Puchalski	payroll 12/26/07	SC ENT	42,000.00
1/4/2008	Check	2280	Amy Puchalski		SC ENT	100,000.00
1/7/2008	Check	2282	Amy Puchalski		SC ENT	42,000.00
1/22/2008	Check	2348	Amy Puchalski		SC ENT	42,000.00
2/1/2008	Check	1489	Amy Puchalski		CHC	10,000.00
2/1/2008	Check	2412	Amy Puchalski		SC ENT	178,210.00
2/5/2008	Check	2428	Amy Puchalski		SC ENT	21,000.00
2/19/2008	Check	2465	Amy Puchalski		SC ENT	21,000.00
2/29/2008	Check	2529	Amy Puchalski	payroll: 03/05/08	SC ENT	21,000.00
2/29/2008	Check	2528	Amy Puchalski	Feb 2008	SC ENT	50,000.00
3/18/2008	Check	2620	Amy Puchalski	payroll: 3/19/08	SC ENT	21,000.00
4/3/2008	Check	2685	Amy Puchalski	March Sweep	SC ENT	75,000.00
5/5/2008	Check	2867	Amy Puchalski	March	SC ENT	75,000.00
6/10/2008	Check	2993	Amy Puchalski		Meals and Entertainment	1,321.56
6/24/2008	Check	3067	Amy Puchalski	split between Puch/Dyce, not tax ded	SC ENT	1,000.00
6/25/2008	Check	3068	Amy Puchalski		Meals and Entertainment	265.00
6/26/2008	Check	3088	Amy Puchalski		SC ENT	10,500.00
7/9/2008	Check	3117	Amy Puchalski		SC ENT	10,500.00
7/30/2008	Check	3197	Amy Puchalski		Automobile Expense	310.62
8/19/2008	Check	3317	Amy Puchalski		Automobile Expense	1,765.63
9/11/2008	Check	3418	Amy Puchalski	August Sweep	SC ENT	75,000.00
10/22/2008	Check	3621	Amy Puchalski		Meals and Entertainment	1,668.83
10/27/2008	Check	3632	Amy Puchalski		SC ENT	24,443.74
11/19/2008	Check	3753	Amy Puchalski	Oct Sweep	SC ENT	58,000.00
12/8/2008	Check	3893	Amy Puchalski	Christmas DJ	Meals and Entertainment	495.00
12/17/2008	Check	3930	Amy Puchalski		SC ENT	50,000.00
12/22/2008	Check	3946	Amy Puchalski	Auto reimbursement	Automobile Expense	921.37
2/10/2009	Check	4180	Amy Puchalski		SC ENT	75,000.00
4/29/2009	Check	4594	Amy Puchalski	New Year's Eve dinner-Directors 2009	Meals and Entertainment	1,000.00
4/29/2009	Check	4595	Amy Puchalski	Classique Golf Shop-2009 Men's Tournament	Meals and Entertainment	895.00
4/29/2009	Check	4593	Amy Puchalski	Use of Lake & Kiawah home- July 12, 2008	Meals and Entertainment	9,000.00
7/6/2009	Check	5149	Amy Puchalski	June Sweep	SC ENT	100,000.00
7/15/2009	Check	4944	Amy Puchalski	Reimbursement for lake lot rental/boat rental	Meals and Entertainment	1,500.00
7/31/2009	Check	5208	Amy Puchalski	July Sweep Partnership	SC ENT	237,874.20
8/19/2009	Check	5150	Amy Puchalski	June 2009 Call	SC ENT	5,458.00
						$ 2,308,128.95

Plaintiff Exhibit 296.10

Dyce v. South Carolina ENT, Allergy and Sleep Medicine, P.A., et al.
Summary of Disbursements for the Benefit of Amy Puchalski

Date	Check Number	Payee	Description	Amount
5/5/2008	2870	Scott Burdin	Dr Puch - Lake Lot	$ 15,000.00
7/15/2008	3120	Scott Burdin	Dr Puch - Lake Lot	4,250.00
9/18/2008	3464	Buyck Law Firm, LLC	310 Ocean Oaks Court	7,500.00
10/27/2008	3632	Amy Puchalski		24,443.74
11/6/2008	3674	Nelson Mullins	310 Ocean Oaks	10,000.00
1/6/2009	4045	AT&T Mobility	Amy Puchalski mobile	173.08
2/5/2009	4168	AT&T Mobility	Amy Puchalski-cell	127.31
2/26/2009	4265	AT&T Mobility	Amy Puchalski-cell	127.31
				$ 61,621.44

Dyce v. South Carolina ENT, Allergy and Sleep Medicine, P.A., et al.

	Two Shareholders
Purchase Price Calculation	$ 1,809,472
Excess Distributions through 5/9/10	485,767
Distributions Subsequent to 5/9/10	1,162,288
[redacted]	[redacted]
Somnus, LLC	55,114
	$ 3,512,641

Plaintiff Exhibit 296.12