

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

22284

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

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

Appellate Case No.: 2015-001149

RECEIVED

DEC 14 2015

SC Court of Appeals

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

Respondent,

v.

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

Appellants.

RECORD ON APPEAL – VOLUME II

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State of South Carolina

County of Charleston

RBC Bank

Modification Agreement Supplement
(Cover Page)

From: ROA, LLC ("Borrower", whether one or more) with a mailing address of 32 South Battery, Charleston, South Carolina 29401

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

Date: January 26, 2009

Cross Reference – Recorded Documents Modified:

- A. That certain Mortgage, Assignment of Rents, and Security Agreement dated November 9, 2007, and executed by ROA, LLC, in favor of RBC Centura Bank, recorded on November 14, 2007, in Book A644, page 387, in the RMC Office for Charleston County, S.C.; and ✓
- B. That certain Assignment of Leases, Rents and Profits dated November 9, 2007, and executed by ROA, LLC, in favor of RBC Centura Bank, recorded on November 14, 2007, in Book B644, page 505, in the RMC Office for Charleston County, S.C. ✓

EXHIBIT

FF

THIS MODIFICATION AGREEMENT SUPPLEMENT ("Supplement"), entered into as of the 26th day of January, 2009, by ROA, LLC ("Borrower", whether one or more) with a mailing address of 32 South Battery, Charleston, South Carolina 29401, and RBC BANK (USA) ("Bank"), formerly known as RBC Centura Bank, with a mailing address of 100 Calhoun Street, Suite 200, Charleston, SC 29401.

- A. Borrower and Bank have entered into a Modification Agreement dated of even date herewith ("Modification Agreement") with respect to the instruments, documents and other agreements described in the Modification Agreement, which instruments, documents and other agreements are collectively referred to therein as the Contract.
- B. The Contract consists in part of the documents identified on the Cover Page to this Supplement under the heading "Recorded Documents Modified" (the "Recorded Documents").
- C. In addition to making other modifications to the Contract, the Modification Agreement modified the terms of the Recorded Documents.
- D. Borrower and Bank, through this Supplement, desire to reflect on the public records those modifications to the Recorded Documents which were effected through the Modification Agreement.
- E. This Supplement is supplemental to the Modification Agreement and is a part thereof. Reference is hereby made to the Modification Agreement for modifications to those parts of the Contract other than the Recorded Documents.
- F. Borrower and Bank acknowledge and agree that, except as modified in the Modification Agreement and reflected in part through this Supplement, the terms and provisions of the Contract and the individual instruments, documents and agreements that make up the Contract (including, without limitation, the Recorded Documents) shall remain unchanged and the Contract, as modified in the Modification Agreement and as reflected in part through this Supplement, shall continue in full force and effect as therein and herein written.

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

Section 1.1. Modification. The Recorded Documents shall be, and the same are, modified as follows:

1.1.1. That certain Mortgage, Assignment of Rents, and Security Agreement dated November 9, 2007, and executed by ROA, LLC, in favor of Bank, recorded on November 14, 2007, in Book A644, page 387, in the RMC Office for Charleston County, S.C., is amended as follows: Notwithstanding any provision in the said Mortgage, Assignment of Rents, and Security Agreement to the contrary, the term "Obligations" shall mean, and the said Mortgage, Assignment of Rents, and Security Agreement shall secure payment and performance of, among other indebtedness and obligations as provided therein, each and all of the following (collectively, the "Restated Obligations"):

(1) All Indebtedness now owing by Deborah Rice-Marko to Bank, and all Indebtedness that may arise and be owing by Deborah Rice-Marko to Bank in the future, including future advances, including without limitation that certain promissory note dated January 11, 2007, in the face amount of Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended by a Modification Agreement dated of even date herewith;

(2) All Indebtedness now owing by Borrower, to Bank, and all Indebtedness that may arise and be owing by Borrower to Bank in the future, including future advances, and including without limitation (i) the Note and (ii) that certain promissory note dated June 24, 2005, in the face amount

of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by Borrower in favor of Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, as amended by a Modification Agreement dated March 22, 2007, as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith;

(3) All Indebtedness now owing by USS Clarksville, LLC to Bank, and all Indebtedness that may arise and be owing by USS Clarksville, LLC to Bank in the future, including future advances, and including without limitation that certain Promissory Note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, and as amended pursuant to a Modification Agreement dated March 22, 2007, and as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith;

(4) All Indebtedness now owing by Liberty Cottages, LLC to Bank, and all Indebtedness that may arise and be owing by Liberty Cottages to Bank in the future, including future advances, and including without limitation that certain promissory note dated March 22, 2007, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), executed by Liberty Cottages, LLC, in favor of Bank, as amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith;

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

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

1.1.2. That certain Assignment of Leases, Rents and Profits dated November 9, 2007, and executed by ROA, LLC, in favor of Bank, recorded on November 14, 2007, in Book B644, page 505, in the RMC Office for Charleston County, S.C., is amended as follows: Notwithstanding any provision in the said Assignment of Leases, Rents and Profits to the contrary, the term "Obligations" shall mean, and the said Assignment of Leases, Rents and Profits shall secure, payment and performance of, among other indebtedness and obligations as provided therein, each and all of the Restated Obligations as defined and set forth in the preceding Section 1.1.1.

1.1.3. That certain Mortgage, Assignment of Rents, and Security Agreement dated November 9, 2007, and executed by ROA, LLC, in favor of Bank, recorded on November 14, 2007, in Book A644, page 387, in the RMC Office for Charleston County, S.C., is amended as follows: Paragraph "B" on page 2 is hereby amended to provide that the maximum principal amount of the Obligations, including present and future advances and obligations, that

may be secured by this Mortgage at any one time is an amount up to Twenty-Five Million and No/100 Dollars (\$25,000,000.00).

Section 1.2. In addition to and not in lieu of the Events of the Default set forth in the Contract, each of the following shall constitute an Event of Default under the Contract including without limitation the Note:

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

B. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by USS Clarksville, LLC in favor of Bank, including without limitation that certain Promissory Note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, and as amended pursuant to a Modification Agreement dated March 22, 2007, as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith.

C. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Liberty Cottages, LLC in favor of Bank, including without limitation that certain promissory note dated March 22, 2007, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), executed by Liberty Cottages, LLC, in favor of Bank, as amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith.

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

E. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Royal Beach Properties, LLC in favor of Bank, including without limitation that certain commercial note dated May 19, 2000, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended and increased to Three Million Two Hundred Sixty-Two Thousand Five Hundred and No/100 Dollars (\$3,262,500.00) pursuant to a Modification Agreement dated March 23, 2006, and as further amended pursuant to a Modification Agreement dated August 30, 2006, and as further amended pursuant to a Modification Agreement dated July 18, 2007, as assumed by Royal Beach Properties, LLC, pursuant to an Assignment and Assumption Agreement dated August 26, 2008, between Deborah Rice-Marko, as assignor, Royal Beach Properties, LLC, as assignee, and Bank, and as further amended by a Modification Agreement dated of even date herewith.

F. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Deborah Rice-Marko in favor of Bank, including without limitation that certain promissory note dated January 11, 2007, in the face amount of Six Million Five Hundred

Thousand and 00/100 Dollars (\$6,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended by a Modification Agreement dated of even date herewith.

Section 1.3. Effect of Modification. Nothing contained in this Supplement shall in any way impair the security now held for the indebtedness evidenced by the Contract, nor waive, annul, vary and affect any provision, condition, covenant and agreement contained in the Contract, except as modified in the Modification Agreement and reflected in part through this Supplement, nor affect and impair any rights, powers and remedies under the Contract. The Modification Agreement (including this Supplement) does not extend the expiration dates or enlarge the terms of any property, physical damage, credit and any other insurance written in connection with or financed by said Contract.

Section 1.4. Documentary Stamps, etc. To the extent not prohibited by law and notwithstanding who is liable for payment of the taxes and fees, Borrower shall pay, on Bank's demand, all intangible taxes, documentary stamp taxes, excise taxes and other similar taxes assessed, charged and required to be paid in connection with the Modification Agreement (including this Supplement), and any future extension, renewal and modification of the Contract, or assessed, charged and required to be paid in connection with any of the instruments, documents and other agreements which make up the Contract.

Section 1.5. Anti-Terrorism. Borrower represents, warrants and covenants to Bank as follows: (1) Borrower (a) is not and shall not become a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (b) does not engage in and shall not engage in any dealings or transactions prohibited by Section 2 of such executive order, and is not and shall not otherwise become associated with any such person in any manner violative of Section 2, (c) is not and shall not become a person on the list of Specially Designated Nationals and Blocked Persons, and (d) is not and shall not become subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order; (2) Borrower is and shall remain in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) the Uniting And Strengthening America By Providing Appropriate Tools Required To Intercept And Obstruct Terrorism (USA Patriot Act of 2001); and (3) Borrower has not and shall not use all or any part of the extension of credit evidenced by the Note, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

Section 1.6. Maintenance of Records. Bank is authorized to maintain, store and otherwise retain the Modification Agreement (including this Supplement) and the other instruments, documents and agreements constituting the Contract in their original, inscribed tangible forms or records thereof in an electronic medium or other non-tangible medium which permits such records to be retrieved in perceivable forms.

Section 1.7. Reservation of Rights: Entire Agreement. Bank does hereby reserve all rights and remedies it may have against all parties secondarily liable for repayment of the indebtedness evidenced by the Contract. The Contract, as modified by the Modification Agreement (including this Supplement), contains the entire agreement of the parties and the undersigned do hereby ratify and confirm the terms of the Contract, all of which shall remain in full force and effect, as modified by the Modification Agreement (including this Supplement). The Modification Agreement (including this Supplement) shall be binding upon any assignee and successor in interest of the parties hereto. Borrower waives and will not assert against any transferee and assignee of Bank any claims, defenses, set-offs and rights of recoupment which Borrower could assert against Bank, except defenses which Borrower cannot waive.

The undersigned has executed this Supplement as of the date first set forth above.

Signed, sealed and delivered in the presence of:

ROA, LLC

Witness:

By:

Mark S. Sharpe
Print Name: Mark S. Sharpe

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

Witness:

Elizabeth B. Dabney
Print Name: Elizabeth B. Dabney

SOUTH CAROLINA,

CHARLESTON COUNTY.

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

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

Elizabeth B. Dabney
Notary Public for South Carolina
My Commission Expires: 3-12-18

The undersigned has executed this Supplement as of the date first set forth above.

Signed, sealed and delivered in the presence of:

BANK:

RBC BANK (USA), formerly known as RBC Centura Bank

Witness:

Thyllis Mitchell
Print Name: Thyllis Mitchell

By:

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

Witness:

Ashley Keenan
Print Name: Ashley Keenan

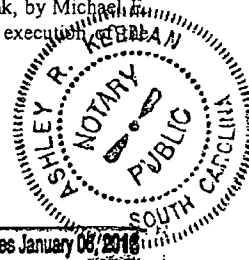
SOUTH CAROLINA,

CHARLESTON COUNTY.

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

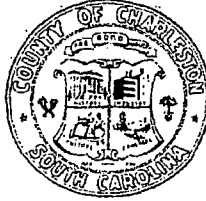
Witness my hand and official seal this the 27th day of January, 2009.

Ashley A. Keenan
Notary Public for South Carolina
My Commission Expires: My Commission Expires January 08, 2010



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**Filed By:**

WARREN & SINKLER, LLP

P.O. BOX 1254

CHARLESTON SC 29402

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Date: January 28, 2009

Time: 1:27:59 PM

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Charlie Lybrand, Register
Charleston County, SC

Maker:

ROA LLC

of Sats:

of Pages:

8

of Refs:

2

Note:

Recipient:

RBC BK

Recording Fee \$ 6.00

Extra Reference Cost \$ 6.00

Extra Pages \$ 3.00

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387

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Clerk LRR



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

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

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

MODIFICATION OF MORTGAGE

by and from

ROA, LLC "Mortgagor"

to

RBC Bank (USA), "Mortgagee"

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

Dated as of July 15, 2011

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

1. Modification of Mortgage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES BEGIN ON NEXT PAGE]

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

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

MORTGAGOR:

ROA, LLC

Witness [Signature]
Witness [Signature]

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

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) Acknowledgment

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

Sworn To and Subscribed Before Me

This 15th day of July, 2011.

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

My commission expires: 7-24-2019

MORTGAGEE:

RBC BANK (USA)

Witness Alison Williams

Witness Jesse West

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

STATE OF North Carolina)

COUNTY OF Brunswick)

Acknowledgment

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

Sworn To and Subscribed Before Me

This 1st day of July, 2011.

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

My commission expires: 4/24/2016

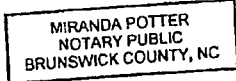


EXHIBIT A

Promissory Notes

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

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Filed By:

NELSON MULLINS RILEY & SCARBOROUGH LLP

P. O. BOX 11070
COLUMBIA SC 29211

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Date: July 26, 2011

Time: 10:55:25 AM

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Charlie Lybrand, Register
Charleston County, SC

MAKER:

ROA LLC

of Sats:

of Pages: 10

of References:

RECIPIENT:

RBC BK

Note:

Recording Fee

\$ 6.00

Extra Reference Cost

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Chattel

\$ -

TOTAL

\$ 14.00

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Original Page:

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DRAWER

Drawer 1

CLERK

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MA/GC

Customer No.
Loan No. _____

RBC Bank

MODIFICATION AGREEMENT

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

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

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

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

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

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

EXHIBIT

HH

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

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

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

Section 7. Anti-Terrorism. Borrower represents, warrants and covenants to Bank as follows: (1) Borrower (a) is not and shall not become a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (b) does not engage in and shall not engage in any dealings or transactions prohibited by Section 2 of such executive order, and is not and shall not otherwise become associated with any such person in any manner violative of Section 2, (c) is not and shall not become a person on the list of Specially Designated Nationals and Blocked Persons, and (d) is not and shall not become subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order; (2) Borrower is and shall remain in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) the Uniting And Strengthening America By Providing Appropriate Tools Required To Intercept And Obstruct Terrorism (USA Patriot Act of 2001); and (3) Borrower has not and shall not use all or any part of the extension of credit evidenced by the Note, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

Section 8. Costs and Expenses. All of the costs and expenses incurred by Bank in connection with this Modification Agreement shall be paid by Borrower upon the request of and at the time of demand for payment thereof made by Bank on Borrower. As used herein, "costs and expenses" include, without limitation, reasonable attorneys' fees and fees of legal assistants, and reasonable fees of accountants, engineers, surveyors, appraisers and other professionals or experts - and all references to attorneys' fees or fees of legal assistants, or fees of accountants, engineers, surveyors, appraisers or other professionals or experts shall mean reasonable fees.

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

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

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

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

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

BANK:

Witness:

RBC BANK (USA)

By: _____
Michael E. Baker
Title: Banking Officer

Print Name: _____

BORROWER:

ROA, LLC

Witness:

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

Mark S. Sharpe
Print Name: Mark S. Sharpe

[Consents of the Guarantors are on the following pages]

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

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

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

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

BANK:

Witness:

RBC BANK (USA)

By: Michael E. Baker

Michael E. Baker

Title: Banking Officer

Print Name: Ashley Keenan

BORROWER:

ROA, LLC

Witness:

By: Deborah Rice-Marko

Print Name: Deborah Rice-Marko

Title: Member

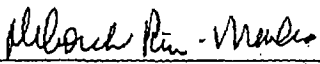
Print Name: _____

[Consents of the Guarantors are on the following pages]

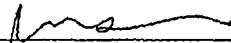
Consent of Guarantors

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

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


Print Name: Deborah Rice-Marko

Witness:


Print Name: Mark S. Sharpe

**Attachment 1
To
Modification Agreement**

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

That certain promissory note dated November 9, 2007, in the face amount of Three Million Nine Hundred Twenty Thousand and 00/100 Dollars (\$3,920,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank

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

A. That certain Mortgage, Assignment of Rents, and Security Agreement dated November 9, 2007, and executed by ROA, LLC, in favor of Bank, recorded on November 14, 2007, in Book A644, page 387, in the RMC Office for Charleston County, S.C.

B. That certain Assignment of Leases, Rents and Profits dated November 9, 2007, and executed by ROA, LLC, in favor of Bank, recorded on November 14, 2007, in Book B644, page 505, in the RMC Office for Charleston County, S.C.

**Attachment 2
To
Modification Agreement**

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

Section 1. The interest rate is changed by changing the applicable margin over the base index. The margin over the base index is changed from 1.75% to 2.25%, effective as of the date hereof, and after the change the new interest rate will be the LIBOR Base Rate plus 2.25%.

Section 2. In addition to and not in lieu of the Security Documents referred to in Attachment 1, the Contract shall be secured by the following instruments:

- A. That certain Mortgage, Assignment of Rents, and Security Agreement executed by The Brothers of SC, LLC, successor by merger to The Brothers of NC, LLC, in favor of Bank, dated October 11, 2007, and recorded October 12, 2007, in Book B139, page 715, in the Clerk of Court of Florence County, S.C., as amended by a Modification Agreement dated of even date herewith.
- B. That certain Assignment of Leases, Rents and Profits executed by The Brothers of SC, LLC, successor by merger to The Brothers of NC, LLC, in favor of Bank, dated October 11, 2007, and recorded October 12, 2007, in Book B139, page 738, in the Clerk of Court of Florence County, S.C., as amended by a Modification Agreement dated of even date herewith.
- C. That certain Mortgage, Assignment of Rents, and Security Agreement dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of Bank, recorded on March 20, 2008, in Book L654, page 631, of the RMC Office for Charleston County, S.C., as amended by a Modification Agreement dated of even date herewith.
- D. That certain Assignment of Leases, Rents and Profits dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of Bank, recorded on March 20, 2008, in Book N654, page 045, in the RMC Office for Charleston County, S.C., as amended by a Modification Agreement dated of even date herewith.
- E. That certain Mortgage executed by Deborah Rice-Marko in favor of Bank dated May 19, 2000, recorded on May 23, 2000, in the RMC Office for Charleston County, South Carolina in Book A348, Page 632, as modified by Modification Agreement Supplement dated March 23, 2006, and recorded in the aforesaid RMC Office on March 27, 2006, in Book O577, page 586, and as modified by a Modification Agreement Supplement dated July 18, 2007, recorded in the aforesaid RMC Office on July 23, 2007, in Book F633, Page 714; and as assumed by Royal Beach Properties, LLC pursuant to an Assignment and Assumption Agreement dated August 26, 2008, between Deborah Rice-Marko and Royal Beach Properties, LLC, and recorded in the aforesaid RMC Office September 4, 2008, in Book 0008, at page 071; and as modified by a Modification Agreement Supplement dated August 26, 2008, and recorded in the aforesaid RMC Office in Book 0008, page 072; and as amended by a Modification Agreement dated of even date herewith.

Section 3. That certain Mortgage, Assignment of Rents, and Security Agreement dated November 9, 2007, and executed by ROA, LLC, in favor of Bank, recorded on November 14, 2007, in Book A644, page 387, in the RMC Office for Charleston County, S.C., is amended as follows: Notwithstanding any provision in the said Mortgage, Assignment of Rents, and Security Agreement to the contrary, the term "Obligations" shall mean, and the said Mortgage, Assignment of Rents, and Security Agreement shall secure payment and performance of, among other indebtedness and obligations as provided therein, each and all of the following (collectively, the "Restated Obligations"):

(1) All Indebtedness now owing by Deborah Rice-Marko to Bank, and all Indebtedness that may arise and be owing by Deborah Rice-Marko to Bank in the future, including future advances, including without limitation that certain promissory note dated January 11, 2007, in the face amount of Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended by a Modification Agreement dated of even date herewith;

(2) All Indebtedness now owing by Borrower, to Bank, and all Indebtedness that may arise and be owing by Borrower to Bank in the future, including future advances, and including without limitation (i) the Note and (ii) that certain promissory note dated June 24, 2005, in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by Borrower in favor of Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, as amended by a Modification Agreement dated March 22, 2007, as further amended by a Modification Agreement dated February 25, 2008, and as further amended by this Modification Agreement;

(3) All Indebtedness now owing by USS Clarksville, LLC to Bank, and all Indebtedness that may arise and be owing by USS Clarksville, LLC to Bank in the future, including future advances, and including without limitation that certain Promissory Note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, and as amended pursuant to a Modification Agreement dated March 22, 2007, and as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith;

(4) All Indebtedness now owing by Liberty Cottages, LLC to Bank, and all Indebtedness that may arise and be owing by Liberty Cottages to Bank in the future, including future advances, and including without limitation that certain promissory note dated March 22, 2007, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), executed by Liberty Cottages, LLC, in favor of Bank, as amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith;

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

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

Section 4. That certain Assignment of Leases, Rents and Profits dated November 9, 2007, and executed by ROA, LLC, in favor of Bank, recorded on November 14, 2007, in Book B644, page 505, in the RMC Office for Charleston County, S.C., is amended as follows: Notwithstanding any provision in the said Assignment of Leases, Rents and Profits to the contrary, the term "Obligations" shall mean, and the said Assignment of Leases, Rents and Profits shall secure, payment and performance of, among other indebtedness and obligations as provided therein, each and all of the Restated Obligations as defined and set forth in the preceding Section of this Attachment 2.

Section 5. That certain Mortgage, Assignment of Rents, and Security Agreement dated November 9, 2007, and executed by ROA, LLC, in favor of Bank, recorded on November 14, 2007, in Book A644, page 387, in the RMC Office for Charleston County, S.C., is amended as follows: Paragraph "B" on page 2 is hereby amended to provide that The maximum principal amount of the Obligations, including present and future advances and obligations, that may be secured by this Mortgage at any one time is an amount up to Twenty-Five Million and No/100 Dollars (\$25,000,000.00).

Section 6. In addition to and not in lieu of the Events of the Default set forth in the Contract, each of the following shall constitute an Event of Default under the Contract including without limitation the Note:

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

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

- F. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Deborah Rice-Marko in favor of Bank, including without limitation that certain promissory note dated January 11, 2007, in the face amount of Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended by a Modification Agreement dated of even date herewith.

Bank Use Only: Customer Number _____
Account Number _____

RBC Bank

Amended and Restated Promissory Note
(Variable Rate - NPF)

\$3,396,459.83

Charleston, South Carolina
July 15, 2011

This Note amends and restates that certain Commercial Promissory Note dated November 9, 2007, made by Borrower in favor of Bank (as successor in interest to RBC Centura Bank) in the original principal amount of \$3,920,000 (as amended, modified, replaced or restated prior to the date hereof, the "Original Note")

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to RBC BANK (USA) ("Bank"), or order, the principal sum of Three Million Three Hundred Ninety-Six Thousand Four Hundred Fifty-Nine and 83/100 Dollars (\$3,396,459.83), together with interest, fees, premiums, charges and costs and expenses as set forth in this Note. Payments by Borrower under this Note will be made as provided in this Note and will be payable at any banking office of Bank in the city or town indicated above, or such other place as the holder of this Note may designate.

Interest Rates

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

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

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

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

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

Payment Terms

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

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

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

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

Supporting Documents

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

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

Late Charges and Expenses

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

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

Default and Acceleration

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

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

General Terms

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

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

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

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

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

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

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

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

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

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

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

Anti-Money Laundering

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

Definitions

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

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

Notice -Waiver of Right of Appraisal

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

ROA, LLC

By:  [SEAL]
Name:
Title:

Customer No. 2577364
Loan No. _____

RBC Centura

UNCONDITIONAL GUARANTY AGREEMENT (Single Loan)

THIS SINGLE LOAN GUARANTY AGREEMENT ("Guaranty Agreement"), entered into as of the 9 day of November, 2007, by DEBORAH RICE-MARKO ("Guarantor", whether one or more), with a mailing address of 32 South Battery, Charleston, South Carolina 29401, to RBC CENTURA BANK ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220.

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

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

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Bank to make the loan and to otherwise extend the credit requested by Customer, Guarantor, jointly and severally, if more than one, hereby absolutely and unconditionally guarantees to Bank, its successors and assigns: (1) the punctual payment when due (whether by acceleration or otherwise) of all outstanding principal under Customer's promissory note (the "Note") dated of even date herewith in the face amount of Three Million Nine Hundred Twenty Thousand and No/100 Dollars (\$3,920,000.00), executed by Customer in favor of Bank, as amended by a Modification Agreement between Customer and Bank dated of even date herewith, together with all due and unpaid interest (to include default interest), finance charges, late payment fees and other fees and charges, prepayment premiums and all costs and expenses (to include reasonable attorneys' fees and fees of legal assistants, reasonable fees of accountants, appraisers, adjusters, engineers, surveyors or other professionals employed or retained by and on behalf of Bank, and intangible personal property taxes, documentary stamp taxes, excise taxes and other similar taxes) payable and to be payable thereunder, and incurred and to be incurred in connection therewith (the "Credit Agreement"); (2) the punctual payment and performance by Customer and other persons of all of their covenants, agreements and obligations under any security agreements, deeds of trust, mortgages, security deeds, trust deeds, deeds to secure debt, pledge agreements, assignments, commitments, loan agreements and other agreements, statements and records executed and delivered to Bank or others on Bank's behalf in connection with the indebtedness evidenced by the Credit Agreement (the Credit Agreement and the other agreements and documents executed and delivered in connection with the Credit Agreement shall be referred to herein collectively as the "Loan Documents", and the Loan Documents may be in a written or tangible medium, electronic medium or some other medium and includes all renewals, extensions, amendments, modifications, replacements and substitutions thereof and therefor); and (3) the punctual payment of any and all sums advanced and paid by Bank, at its option, under the Loan Documents, including, but not limited to, sums advanced and paid by Bank for taxes and insurance premiums and sums advanced and paid by Bank to protect any collateral and other security given for said indebtedness (all of the foregoing, including, without limitation, the principal, interest, fees, charges, premiums and costs and expenses under the Credit Agreement, Customer's and other persons' covenants, agreements and obligations and the sums advanced and paid by the Bank, being hereinafter collectively termed "Obligations of Customer").

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

Section 1. Guaranty of Payment. This guaranty is and shall remain an unconditional guaranty of payment and performance and not a guaranty of collection, shall remain in full force and effect irrespective of any interruption in

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EXHIBIT

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the business and other dealings and relations of Customer with Bank and shall apply to and guarantee the due and punctual payment and performance of all Obligations of Customer due by Customer to Bank and as otherwise provided herein. To that end, Guarantor hereby expressly waives (1) any right to require Bank to bring any action against Customer, (2) any right to require Bank to bring any action against any other person, (3) any right to require Bank to recover from any collateral and other security, and (4) any right to require Bank to recover from any balance of any deposit or other account on the books of Bank in favor of Customer or any other person through set-off, recoupment or otherwise; and, without limiting the generality of the foregoing, Guarantor herewith expressly waives any right Guarantor otherwise might have or might have had under the provisions of Section 26-7 of the North Carolina General Statutes, et seq. or other North Carolina laws to require Bank to attempt to recover against Customer and to realize upon any collateral and other security which Bank holds for the Obligations of Customer.

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

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

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

3.2. Release or Surrender of Rights. Guarantor covenants and agrees that Bank may at any time, and from time to time, in its sole discretion, do or cause to be done any one or more of the following: (1) renew, extend and otherwise change the time, manner, place and terms of payment of any and all of the Obligations of Customer, and otherwise modify the Obligations of Customer; (2) grant indulgences generally from time to time to Customer and any other person liable for the Obligations of Customer; (3) exchange, release and surrender any and all of the collateral and other security, or any part thereof or interest therein, by whomsoever deposited, given or made, which is or may hereafter be held by Bank or others on its behalf, or in which it has a lien and security interest in connection with any and all of the Obligations of Customer and any liabilities and obligations of Guarantor hereunder; (4) sell and otherwise dispose of, and purchase all or parts of, or interests in, such collateral and other security at public and private sale, or to or through any securities intermediary or other person, and after deducting all costs and expenses of every kind for collection, preparation for sale, sale and delivery, the net proceeds of any such sales and other dispositions may be applied by Bank toward payment and satisfaction of the Obligations of Customer, in such order as Bank in its discretion may elect, or in such order as Bank may be required to apply the proceeds under applicable law – if applicable law directs a specific manner of application of proceeds; or (5) settle and compromise with the Customer, any insurance carrier and any other person liable thereon, any and all of the Obligations of Customer, or subordinate the payment of all and any part of same to the payment of any other debts and claims which may at any time be due and owing to Bank or any other persons, all in such manner and upon such terms as Bank may deem proper or desirable, and without notice to or further assent from Guarantor, it being agreed that Guarantor shall be and remain bound by this Guaranty Agreement irrespective of the existence, value and condition of any collateral and other security, or the impairment of any collateral and other security (to include, without limitation, impairment due to any failure to perfect or continue perfection of a lien and a security interest and any other act or inaction by Bank or other persons relative to the administration of this Guaranty Agreement, the Obligations of Customer and any collateral and other security), or the unenforceability of any of the Obligations of Customer or the discharge and release of Customer from liability for any of the Obligations of Customer and notwithstanding any such change, exchange, settlement, compromise, surrender, release, failure to perfect or continue perfection and other act or inaction relative to administration, sale and other disposition, application, renewal or extension and notwithstanding also that the Obligations of Customer may at any time exceed the aggregate principal sum hereinabove prescribed (if any such limiting sum appears). If Bank should request Guarantor to consent to any of the foregoing, such request by Bank or consent by Guarantor shall not constitute a waiver by Bank of the provisions of this Section which permit such actions without Guarantor's consent, nor of any

other provision of this Guaranty Agreement relating to acts and inactions of Bank and such request or consent shall not create a course of dealing between Bank and Guarantor that would require the consent of Guarantor to any of the foregoing in the future. Furthermore, this Guaranty Agreement shall not be construed to impose any obligation on Bank to extend or continue to extend credit, to otherwise deal with Customer at any time, or to take or refrain from taking any acts relative to the administration of any of the Obligations of Customer and any collateral and other security for the Obligations of Customer or this Guaranty Agreement.

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

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

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

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

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

Section 5. Financial Information on Guarantor; Bank's Records Controlling. Guarantor shall provide Bank with such financial information as Bank may from time to time request. Any statement of account or records that bind the

Customer shall be binding against the Guarantor and the records of Bank maintained in the ordinary course of its business with respect to the Obligations of Customer shall be binding on Guarantor in all respects, including, without limitation, the extent and nature of the Obligations of Customer and the liabilities of Guarantor under this Guaranty Agreement.

Section 6. Customer's Organization Status.

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

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

Section 7. Guarantor's Waiver of Rights.

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

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

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

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

Section 8. Events of Default; Remedies.

8.1. Events of Default. Guarantor shall be in default under this Guaranty Agreement upon the happening of any of the following events, circumstances and conditions, or the occurrence of an event which, with the giving of notice or a lapse of time, or both, would become an event of default hereunder, to wit:

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

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

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

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

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

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

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

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

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

Section 9. Miscellaneous.

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

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

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

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

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

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

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

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

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

9.10. Jury, Venue, Jurisdiction. This Guaranty Agreement shall be deemed to have been executed and delivered in the State of South Carolina, regardless of where the signatories may be located at the time of execution, and this Guaranty Agreement shall be governed by and construed in accordance with the substantive laws of such jurisdiction, excluding, however, the conflict of law and choice of law provisions thereof. Guarantor: (a) to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Guaranty Agreement or any of the Obligations of Customer; (b) irrevocably submits to the jurisdiction of either

(1) the state courts of the jurisdiction identified above in this Section or (2) a United States District Court for any federal district in such jurisdiction over any action or proceeding arising from or related to this Guaranty Agreement or any of the Obligations of Customer; and (c) irrevocably waives, to the fullest extent Guarantor may effectively do so, the defense of improper venue or an inconvenient forum to the maintenance of any such action or proceeding. Nothing in this Section shall affect or impair Bank's right to serve legal process in any manner permitted by law or Bank's right to bring any action or proceeding against Guarantor or Guarantor's property in the courts of any other jurisdiction.

9.11. No Usury; No Illegal Provisions. Anything contained herein to the contrary notwithstanding, if for any reason the effective rate of interest on any of the Obligations of Customer should exceed the maximum lawful contract rate, the effective rate of such obligations shall be deemed reduced to and shall be such maximum lawful contract rate. Any sums of interest which have been collected in excess of such maximum lawful contract rate shall be applied, at Bank's election - if permitted by applicable law, as a credit against the unpaid principal balance due on the Obligations of Customer, or hereunder, or returned to the person who paid the interest that exceeded the maximum lawful contract rate. Wherever possible each provision of this Guaranty Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty Agreement.

9.12. Joint and Several Liability; Use of Terms. If more than one person has signed this Guaranty Agreement, such parties are jointly and severally obligated hereunder. Further, (1) words in the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular numbered meaning include the plural number, and vice versa; (2) words importing persons include firms, companies, associations, general partnerships, limited partnerships, limited liability partnerships, limited liability companies, trusts, business trusts, corporations and other organizations, including public and quasi-public bodies, as well as individuals; (3) as the context requires, the word "and" may have a joint meaning or a several meaning and the word "or" may have an inclusive meaning or an exclusive meaning; (4) the term "Guarantor", as used herein, shall (if signed by more than one person) mean the "Guarantors and each of them"; (5) the term "subsidiary" means any registered organization or other organization (i) the majority (by number of votes) of the outstanding voting interests of which is at the time owned or controlled by Guarantor or Customer, or by one or more Subsidiaries of Guarantor or Customer, or Guarantor or Customer and one or more Subsidiaries of Guarantor or Customer, or (ii) otherwise controlled by or within the control of Guarantor, Customer or any Subsidiary of either; (6) terms used in this Guaranty Agreement which are not defined herein shall have the meaning ascribed thereto in the Uniform Commercial Code in effect from time to time in the jurisdiction whose laws govern this Guaranty Agreement; (7) all references to "Guaranty Agreement" mean this Guaranty Agreement and all amendments, modifications, renewals, extensions, replacements and substitutions thereof and therefor; and (8) this Guaranty Agreement shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Guaranty Agreement.

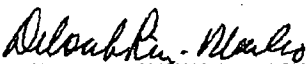
9.13. Successors and Assigns. This Guaranty Agreement shall be binding upon Guarantor, and the heirs, executors, administrators, successors and assigns of Guarantor; it shall inure to the benefit of, and be enforceable by Bank, and its successors, transferees and assigns; and Guarantor waives and will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

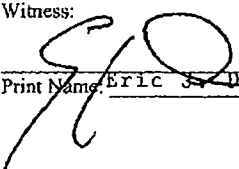
9.14. Entire Agreement. This Guaranty Agreement constitutes the entire agreement between the Guarantor and Bank with respect to this guaranty, and no waivers and modifications shall be valid unless they are in writing and duly executed by the party to be charged thereby, and further expressly approved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

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

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

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


Print Name: DEBORAH RICE-MARKO

Witness:

Print Name: ERIC J. Davidson

[Exhibit A and Attachment A follow]

EXHIBIT A
Attached
to
Unconditional Guaranty Agreement
(Single Loan)

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

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

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

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

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

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

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

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

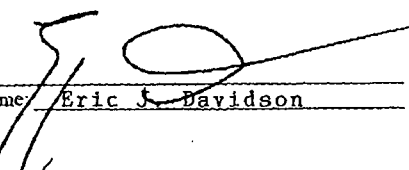
Section 6. Cure Periods. No action may be commenced under this Guaranty unless all applicable grace or cure periods set forth in the Note relating to the default or Event of Default under the Note giving rise to such action shall have expired, and such default or Event of Default shall have continued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


Print Name: DEBORAH RICE-MARKO

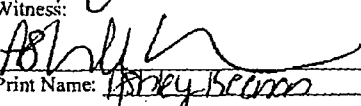
RBC CENTURA BANK

By: 
Michael E. Baker
Title: Banking Officer

Witness:


Print Name: Eric J. Davidson

Witness:


Print Name: Ashley Beaman

Centura

Commercial Note
Unsecured/Secured

100

CUSTOMER NO.
2039533

Deborah Rice-Marko

Greensboro, NC

NOTE NO.
159,000

May 19, 2000

\$2,500,000.00

☐ Master Note

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise(s) to pay to CENTURA BANK ("Bank"), or order, the sum of Two Million Five Hundred Thousand and no/100 Dollars (\$2,500,000.00) or so much as shall have been disbursed from time to time and remain unpaid, including or together with interest as the note and payable in the manner hereinafter stated. Principal and interest shall be payable at any banking office of Bank in the city or town indicated above, or such other place as the holder of this Note may designate.

INTEREST DATES (One of the following must be selected. Terms appearing next to blocks not checked are deleted.)
All payments made on this Note will be applied first to accrued interest and then to principal. Interest will accrue on the unpaid principal balance at the rate set forth below until maturity and will accrue on any unpaid interest before maturity and on any unpaid balance after maturity as set forth on the reverse side of this Note. Interest payable on this Note per annum will be at the rate of:

☐ Centura Index Rate + _____ % ☐ Centura Prime Rate + _____ % ☐ _____ % Fixed
☐ Business Base Rate + _____ % ☐ Wall Street Journal Prime + _____ % ☒ Other 30 Day LIBOR plus 1.75%

"Centura Index Rate" and "Centura Prime Rate" are Bank's variable rate base indices and are defined on the reverse side hereof.

Interest will be calculated on the basis of: ☒ Actual days/360 day year ☐ Actual days/365 day year ☐ Other _____

Adjustment to rates subject to change will be made without prior notice in the sole option of Bank and will be effective:

☐ As of the date the rate changes. ☒ Other See Attached Schedule A
(Ascribed term selected if no term checked.)

PRINCIPAL PAYMENT TERMS (One of the following must be selected. Payment terms not checked are deleted.) Principal (and interest if indicated under Interest and Payment Terms below) shall be payable as follows:

☐ Payable on demand, or on _____, 19____, if demand is not sooner made (the time of payment is herein referred to as "Maturity").
☒ Payable in one single payment on May 18, 2000 (herein referred to as "Maturity").
☐ Payable in _____ equal consecutive _____ payments of \$_____,
each, commencing on _____, 19____, and on the same day of each such calendar period thereafter and one final payment of the entire balance due on _____, 19____ (herein referred to as "Maturity").
☐ Other _____

INTEREST PAYMENT TERMS (One of the following must be selected. Payment terms not checked are deleted.) Interest shall be payable as follows:

☒ Payable monthly beginning July 2, 2000 and consecutively on the same calendar day of each such calendar period thereafter.
☐ The payment amount selected above under "PRINCIPAL PAYMENT TERMS" includes interest.

PREPAYMENT (One of the following must be selected. Prepayment term not checked is deleted. Ascribed term selected if no term checked.)

☒ This Note may be prepaid in whole or in part at any time without any fee.
☐ This Note may be prepaid in whole or in part at any time only on payment of the following fee: _____

LOAN AGREEMENT AND SECURITY (One or more of the following must be selected. Loan Agreement and security terms appearing next to blocks not checked are deleted.)

☐ The Bank and undersigned have entered into a Loan Agreement dated _____.
☐ UNSECURED. This Note is unsecured except as provided in the Loan Agreement, if any, and in paragraphs 1 and 2 below.
☒ SECURED. This Note is secured by collateral described in the following security instrument(s): ☐ Assignment of Life Insurance dated _____
☐ Assignment of Time Deposits dated _____
☒ "Mortgage" dated May 19, 2000 covering: #11 Royal Beach, Kiawah, SC
☐ Security Agreement dated _____ covering: _____
☐ Security Agreement dated _____ covering: _____
☐ Other _____

1) At maturity of this Note, or upon default, Bank is authorized and empowered to apply to the payment hereof, any and all money deposited in Bank in the name of or in the credit of each party, without demand notice, and is authorized to offset any obligation of Bank to any party to the payment hereof.

2) Collateral securing other loans of each party with Bank may also secure this loan and this loan may also be supported by separate Guaranty Agreement(s).

ADDITIONAL TERMS: THIS NOTE IS SUBJECT TO THE ADDITIONAL TERMS AND PROVISIONS CONTAINED ON THE REVERSE SIDE, WHICH ARE EXPRESSLY MADE A PART OF THIS NOTE BY REFERENCE.

IN WITNESS WHEREOF, this Note is executed (1) if by individuals, by hereunto setting their hands under seal by adoption of the word "SEAL" appearing next to the individual's names, (2) if by a partnership, by the duly authorized partner(s) of the partnership on its behalf under seal by adoption of the word "SEAL" appearing next to the signature(s) and (3) if by a partnership, by the duly authorized partner(s) of the partnership on its behalf under seal by adoption of the word "SEAL" appearing next to the signature(s).

Deborah Rice-Marko

Deborah Rice-Marko

by M. K. Reddish, Attorney in Fact

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(PARTNERSHIP OR CORPORATION)

By: _____ (SEAL)

(TITLE)

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SEAL

EXHIBIT

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ADDITIONAL TERMS AND PROVISIONS OF NOTE

DEFAULT

Any of the following shall constitute an event of default: (1) the failure to make when due any payment described herein, whether of principal, interest, or otherwise; (2) the failure of any party hereto to perform any of the terms and conditions written into the Loan Agreement or security instrument(s) securing this Note or any guaranty agreement or security instrument(s) securing such guaranty agreement which apply to this Note; (3) the death, dissolution, merger, reorganization or termination of existence of any party; or if any party is a corporation with thirty-five (35) or fewer shareholders, the aggregate transfers of voting shares in such party whereby persons or entities not owning on the date hereof, singly or in the aggregate, 50% or more of the voting shares of such party, become the owner(s), singly or in the aggregate, of 50% or more of such voting shares, or if such party is a limited or general partnership, any change in general partnership interest(s) in such party; (4) the application for the appointment of a receiver for any party or the filing of a petition under any provisions of the Bankruptcy Code or Act by or against any party or any assignment for the benefit of creditors by or against any party; (5) the failure of any party to furnish from time to time, at Bank's request, financial information with respect to such party; (6) a determination by Bank that it deems itself insecure or that an adverse change in the financial condition of any party has occurred since the date hereof; (7) the failure of any party to perform any other obligation to Bank; (8) the termination of any guaranty agreement which applies to this Note.

LATE CHARGES, EXPENSES AND ACCELERATION

Each party agrees to pay any late charges permitted by applicable law that Bank may, in its discretion, charge for late payments. If this Note is not paid in full whenever it becomes due and payable, each party agrees to pay all costs and expenses of collection, including a reasonable attorney's fee for the amount of fifteen (15) percent of the then outstanding balance. Upon the occurrence of an event of default, the entire unpaid balance of this Note shall, at the option of Bank, become immediately due and payable, without notice or demand. Failure to exercise the option to accelerate shall not constitute a waiver of the right to exercise same in the event of any subsequent default.

INTEREST

Upon the nonpayment of any payment of interest described herein, the Bank, at its option and without accelerating this Note, may accrue interest on such unpaid interest at the rate(s) applicable hereunder from time to time until maturity of this Note. After maturity of this Note, whether by acceleration or otherwise, interest will accrue on the unpaid principal of this Note and any accrued but unpaid interest at the contract rate provided for herein until this Note is paid in full. After entry of judgment, interest shall accrue at the contract rate provided for herein, provided however, if the loan evidenced by this Note was extended for personal, family, household or agricultural purposes, interest shall be at the legal rate in effect from time to time not to exceed the contract rate. The purpose of the loan represented by Borrower to Bank on the application for this loan shall control the interest rate charged after judgment.

THIS IS A VARIABLE RATE NOTE, unless denoted as a fixed rate note. Any change in the contract rate of interest will equal the change in the variable rate index to which the contract rate is tied, but will not exceed the maximum contract rate permitted by applicable law, or the maximum rate specified on the front of this Note, if any, whichever is lower.

The "Centura Prime Rate" is one of the Bank's variable rate base indices for credit extensions and is set by Bank at its discretion based on the Bank's perception of market interest rate levels, trends and general economic conditions. It is not tied to any specific index published by any third party and is not represented by Bank, to be the lowest rate at which Bank extends credit.

The "Business Base Rate" is one of the Bank's variable rate base indices for credit extensions and is set by Bank at its discretion based on the Bank's perception of market interest rate levels and trends for commercial loans to small business borrowers and on general economic conditions. It is not tied to any specific index published by any third party. It is not the same as and it is not tied to the Centura Prime Rate. It will typically be higher than the Centura Prime Rate.

The "Centura Index Rate" is one of the Bank's variable rate base indices for credit extensions and is set by Bank at its discretion based on the Bank's cost of funds and on the Bank's perception of market interest rate levels, trends and general economic conditions. It is not tied to any specific index published by any third party. It is not the same as and it is not tied to the Centura Prime Rate. It will typically be higher than the Centura Prime Rate.

The "Wall Street Journal Prime Rate" is defined as the interest rate listed as the PRIME RATE as published each business day in the Money Rates guide in the Money & Investing section of The Wall Street Journal, Eastern Edition (if more than one rate is listed, the lowest rate will be used). The Wall Street Journal Prime Rate is not represented by Bank to be the lowest rate at which Bank extends credit. Borrower understands that Bank may make other loans based on other indices as well.

WAIVER

Each party waives presentment, demand, protest and notice of dishonor, waives any rights which they may have to require Bank to proceed against any other person or property, agrees that without notice to any party and without affecting any party's liability, Bank, at any time or times, may grant extensions of the time for payment or other indulgences to any party or permit the renewal, amendment or modification of this Note, the Loan Agreement or security instrument(s), or permit the substitution, exchange or release of any security for this Note and may add or release any party primarily or secondarily liable, and agrees that Bank may apply all moneys made available to it from any part of the proceeds from the disposition of any security for this Note either to this Note or to any other obligation of any of the parties to Bank, as Bank may elect from time to time.

PARTIES

Each signatory of this Note is herein sometimes referred to as "Party" or collectively as "Parties" and each agrees to be liable hereunder jointly and severally. This Note shall apply to and bind each party's heirs, personal representatives, successors and assigns. All references in this Note to Bank shall include the holder hereof and this Note shall inure to the benefit of any holder, its successors and assigns. Each party acknowledges that Customer Numbers may be added to this Note at the places indicated after execution of this Note by the parties and that the information under the heading "BANK USE ONLY" may also be completed by Bank after execution of this Note by the parties. Each party agrees to Bank inserting Customer Number and the information under the heading "BANK USE ONLY" after execution of this Note by the party and that the insertion of such information shall not affect the validity of this Note or the liability of each party hereunder. In addition, in the event the due of the Note is omitted from the upper right corner on the obverse side hereof, each party consents that the Bank may insert the date for administrative purposes of identifying the Note and that this consent is without prejudice to any party's right to dispute the accuracy of the date so inserted. However, such insertion shall not affect the validity of this Note or the liability of each party hereunder.

PARTIES' DUE DILIGENCE

All parties hereto acknowledge and represent that they have relied upon their own due diligence in making their own independent evaluations of the purposes for which the proceeds of this Note will be used and the business affairs and financial condition of all parties hereto, and they shall remain responsible for making their own appraisals of such matters. The parties hereto have not relied upon and will not hereafter rely upon Bank for such information for such appraisal or other assessment or review and further, they will not rely upon any such information which may now or hereafter be prepared by Bank for any appraisals regarding the purposes for which the proceeds of this Note will be used.

CREDIT INVESTIGATION MASTER NOTE

The Bank is authorized to investigate from time to time the credit of each party and to answer questions relating to the Bank's credit experience with each party.

If this Note is designated on its face as a MASTER NOTE, then this Note evidences a revolving line of credit under the Loan Agreement or security instrument(s) and each party shall be liable for only so much of the principal amount as shall be equal to the total of the amounts advanced to or for each party by the Bank from time to time less all payments made by or for each party and applied by the Bank to principal, and for interest on each such advance, all as shown on Bank's books and records which shall be prima facie evidence of the amount owed.

BANK USE ONLY (THIS SECTION IS NOT A PART OF THIS NOTE)

City: 041 Branch: 003 Officer: LESN
Comp. Code: 0650 Purpose Code: 045
Loan Code: 410 FRA Code: E SIC Code: 0522
*Loan serviced by real estate should have a Real Estate Comp. Code.
Tied to Line: () Yes (X) No () Revolving Note () Yes (X) No
This Free () Yes (X) No SBA Guaranteed () Yes (X) No
Participation Purchased () Yes (X) No Correspondent #
Amount Advanced \$ 2500.00 Effective Date 5/19/00

For Real Estate Loans Only

Collateral Location Code: F01
Collateral Type Code: 2P
Conforming/Nonconforming: C = 00 (mark either C or N)
Appraised Value \$ 3,240,000.00
1-Revenues ≤ \$1 million 3-Revenues > \$1 million
Business/Property address:
P.O. Box 29461
Greensboro, NC 27429

GUARANTEED BY:

Name	Customer #	Notice	Percent
00-92-177			
00-001			

Schedule A

Attached to and made a part of that certain Commercial Note ("Note") in the amount of \$2,500,000.00 dated May 19, 2000 from Deborah Rice-Marko ("Borrower") and Centura Bank ("Bank").

Interest Rate:

Interest shall accrue at 30-day LIBOR Base Rate plus 175 basis points ("Adjusted LIBOR RATE") adjusted 30 days from the date of this Note or on June 1, 2000, whichever occurs first and every 30 days thereafter, each 30-day period hereinafter being referred to as the "INTEREST PERIOD." "LIBOR Base Rate" shall mean the rate per annum at which, in the opinion of Bank, United States Dollars in an amount equal to or comparable to the principal amount of this Note are being offered to major top credit quality banks at 11:00 a.m. London time, two (2) business days prior to the commencement of the applicable Interest Rate Period for settlement in immediately available funds by major top credit quality banks in the London interbank market for a period equal to the Interest Period, as determined by the "Bloomberg BBAN Screen" or "Telerate Page 3750." Bank's determination of such rate shall be conclusive, absent manifest error. If two business days prior to the commencement of an Interest Period is a date on which the Bank is closed, the LIBOR Rate shall be determined as of the last preceding business day.

Deborah Rice-Marko by
M.R. Daddish, Atty in Fact
Deborah Rice-Marko
by M.R. Daddish, Attorney-in-Fact

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Tic 1	0.00
Days 301	5.51
032	1.75
NX	0.00
6-1-00	0.00
	0.00
	0.00

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 19, 2000. The mortgagor(s) IS DEBORAH RICE-MARKO ("Borrower") by M.R. Daddish, her Attorney-in-Fact. This Security Instrument is given to CENTURA BANK, 208 N. Elm Street, Greensboro, North Carolina 27401 ("Lender"). Borrower owes Lender the principal sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$2,500,000.00). This debt is evidenced by note (the "Note") of Deborah Rice-Marko dated the same date as this Security Instrument and which provides for payments, with the full debt, if not paid earlier due and payable on May 18, 2001, or upon the sale of the property which is the security for this mortgage, whichever shall first occur. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, if any, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the Lender's heirs and assigns the property described in Schedule "A" attached hereto;

TO HAVE AND TO HOLD this property unto Lender and Lender's heirs and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instruments. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the state hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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MRS*

EXHIBIT

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges due under the terms of the Note.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under Paragraph 1 shall be applied first to any prepayment charges due under the Note; second, to interest due; third, to principal due; and last, to any late charges due under the Note.

3. **Charges; Liens.** Borrower shall pay taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. **Hazard or Property Insurance.** If applicable, Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender required insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 6.

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower 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 to Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower 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 sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 20 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by the Security Instrument immediately prior to the acquisition.

5. Preservation, Maintenance and Protection of the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest.

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J.M.D.

6. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in the Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6 Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to any inspection specifying reasonable cause for the inspection.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by the Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by the Security Instrument whether or not the sums are then due.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either for restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 or change the amount of such payments.

9. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's heirs in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's heirs in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the heirs and assigns of Lender and Borrower, subject to the provisions of paragraph 15. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

11. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct

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payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. This notice shall be directed to the Borrower's Corporate address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

15. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

16. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a

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Done by MRO

Judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 15.

17. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. If there is a change of the Lender, Borrower will be given written notice of the change in accordance with paragraph 12 above and applicable law. The notice will state the name and address of the new Lender and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remedy of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 19, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph

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19, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to accelerate following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration as hereinabove described unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided herein, including, but not limited to, reasonable attorneys' fees and costs of title evidence all of which shall be additional sums secured by this Security Instrument.

20. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. **Waivers.** Borrower waives all rights of homestead exemption in the Property. Borrower waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by Lender against Borrower in the event of foreclosure under this Security Instrument.

22. **Future Advances.** The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

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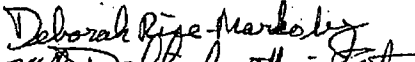
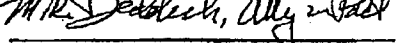
BKA 348PG640

NOTICE: THIS MORTGAGE IS NOT ASSUMABLE WITHOUT THE PRIOR WRITTEN
CONSENT OF THE HOLDER(S).

BY SIGNING BELOW, Borrower accepts and agrees to the terms and
covenants contained herein.

Signed, sealed and delivered in the
presence of:


Witness

DEBORAH RICE-MARKO by M. R.
Deddish, Attorney-in-Fact


Witness

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 19th day of May
2000 by M.R. Deddish, Attorney-in-Fact for Deborah Rice-Marko on behalf of the
said Deborah Rice-Marko.

Notary Public for South Carolina
My Commission expires:

ZAN SUREN DEITZ
NOTARY PUBLIC, STATE OF SOUTH CAROLINA
QUALIFIED IN CHARLESTON COUNTY
COMMISSION EXPIRES JUNE 21, 2005

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EXHIBIT 'A'

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

THIS BEING the same property conveyed to Deborah Rice-Marko by Deed of Philip P. Vineyard and Sandra T. Vineyard dated May 18, 2000, and recorded simultaneously herewith in the aforesaid RMC Office.

**Davidson
Bennett
& Wigger**

ATTORNEYS AT LAW
125 WAPPOO CREEK DRIVE
CHARLESTON, SC 29412

OK to fix (mark) by EA

Cash
may

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16.00
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FILED

A348-632

2000 MAY 23 PM 3:52

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC



RMC BK 0008 Pg 071 : pg 1 *

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

Space Above Line for Processing Data

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

State of South Carolina

Charleston County

RBC Centura

Assignment and Assumption Agreement (Cover Page)

Parties:

DEBORAH RICE-MARKO (whether one or more, "Assignor"), with a residence/mailling address of 32 South Battery, Charleston, SC 29401;

ROYAL BEACH PROPERTIES, LLC, a South Carolina limited liability company (whether one or more, "Assignee"), with a business/mailling address of 32 South Battery, Charleston, SC 29401; and

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

Date: August 26, 2008

Recorded Documents Being Assumed:

That certain Mortgage (the "Mortgage") executed by Deborah Rice-Marko in favor of Centura Bank (n/k/a RBC Bank (USA)) dated May 19, 2000, recorded on May 23, 2000, in the R.M.C. Office for Charleston County, South Carolina in Book A348, Page 632, as modified by Modification Agreement Supplement dated March 23, 2006, and recorded in the R.M.C. Office for Charleston County, South Carolina, on March 27, 2006, in Book Q577, page 586, and as modified by a Modification Agreement Supplement dated July 18, 2007, recorded in the R.M.C. Office for Charleston County, South Carolina on July 23, 2007, in Book F633, Page 714.

EXHIBIT

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which the Bank may reasonably request in order that Bank shall obtain the full benefit of this Agreement and in order that Bank shall have the rights and powers herein created.

Section 3. Collateral. Except as provided in Attachment 1 under the heading "Released Collateral", all of the property and property rights ("Collateral") which now secure and all of the property and property rights which may in the future secure the obligations evidenced by and arising under the Contract are and shall remain subject to the liens, charges and encumbrances of Bank's security interests and liens as created by or established in the Contract, and the Bank shall retain its lien priority in such Collateral. Nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges and encumbrances of the Contract or the priority thereof over other liens, charges and encumbrances.

Section 4. Liability of Assignor and other Persons. Except as provided in Attachment 1 under the heading "Released Parties", this Agreement does not release, discharge or affect the liability of, and nothing contained or done pursuant to this Agreement shall release, discharge or affect the liability of any person who is now liable under or on account of the Contract or any one or more of the instruments, documents, agreements, certificates and statements which are a part of the Contract, including, without limitation, the Assignor, any guarantor and any person who has pledged, hypothecated or otherwise granted to Bank a security interest or lien in any property owned by such person; and this Agreement does not release, discharge or affect the liability of, and nothing contained or done pursuant to this Agreement shall release, discharge or affect the liability of any person who may in the future be liable under or on account of the Contract or any one or more of the instruments, documents, agreements, certificates and statements which are a part of the Contract, including, without limitation, the Assignor, any guarantor and any person who has pledged, hypothecated or otherwise granted to Bank a security interest or lien in any property owned by such person. Unless otherwise specifically provided in Attachment 1, each and all of the foregoing persons shall continue to remain liable under the Contract to the same extent and with the same force and effect as set forth in the instrument, document or agreement creating or establishing their liability under or on account of the Contract.

Section 5. Transfer of Collateral. In connection with the assumption of liability by Assignee, Assignor has transferred to Assignee, or will transfer contemporaneously herewith to the Assignee, title to the Collateral, subject to the security interests and liens of Bank in and to such Collateral. At the time of transfer, Assignor and Assignee shall execute and deliver to Bank and Assignor and Assignee shall execute and deliver to other persons on Bank's behalf, as instructed by Bank, such documents and agreements, and pay such fees as may be required to ensure continuation of the Bank's security interests and liens in and to the Collateral, including, without limitation, amendments to existing financing statements or new financing statements, as appropriate. Bank agrees that the transfers described herein shall not be a default under the terms of the Contract and shall not accelerate the balance due and payable thereunder.

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

Section 7. Costs and Expenses. All of the costs and expenses incurred by Bank in connection with this Agreement and the assignment and assumption which is the subject of this Agreement shall be paid by Assignee upon the request of and at the time of demand for payment thereof made by Bank on Assignee. As used herein, "costs and expenses" include, without limitation, reasonable attorneys' fees and fees of legal assistants, and reasonable fees of accountants, engineers, surveyors, appraisers and other professionals or experts - and all references to attorneys' fees or fees of legal assistants, or fees of accountants, engineers, surveyors, appraisers or other professionals or experts shall mean reasonable fees.

Section 8. Usury; Invalidity of Provisions. Bank does not intend to and shall not reserve, charge and collect interest, fees and charges under the Contract in excess of the maximum rates and amounts permitted by applicable law. If any interest, fees and charges are reserved, charged and collected in excess of the maximum rates and amounts, it shall be construed as a mutual mistake, appropriate adjustments shall be made by Bank and to the extent paid, the excess shall be returned to the person making such a payment. Wherever possible each provision of the Contract shall be interpreted and applied in such manner as to be effective and valid under applicable law, but if any provision of the

Contract shall be prohibited or invalid under such law, or the application thereof shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision and the remaining provisions of the Contract, or the application thereof shall be in a manner and to an extent permissible under applicable law.

Section 9. Notices. The address to which notices to Assignee should be sent under the Contract is the address for Assignee set forth above. Changes in Assignee's address must be given in accordance with the provisions of the Contract relating to providing notice of a change in an address to which notices should be sent.

Section 10. Maintenance of Records. Bank is authorized to maintain, store and otherwise retain this Agreement and the other documents constituting the Contract in their original, inscribed tangible forms or records thereof in an electronic medium or other non-tangible medium which permits such records to be retrieved in perceivable forms.

Section 11. Credit Investigations; Bank's Responsibilities. Bank is irrevocably authorized to make and have made such credit investigations as it deems appropriate to evaluate the credit, personal and financial standing and employment of any person primarily or secondarily obligated under the Contract, and Bank is authorized to share with consumer reporting agencies and creditors its experiences with any of such persons and other information in Bank's possession relative to any of such persons. Bank shall not have any obligation or responsibility to do any of the following: (1) protect and preserve any of the Collateral and other security given or to be given in connection with the Contract against the rights of third persons having an interest therein; (2) provide information to third persons relative to the Contract, Bank's liens and security interests in any of the Collateral, or otherwise with respect to any person primarily or secondarily obligated under the Contract; and (3) subordinate its liens and security interests in any of the Collateral to the interests of any third persons or to enter into control agreements relative to any of the Collateral.

Section 12. Waiver of Jury Trial. Assignor and Assignee to the extent permitted by law, waive any right to a trial by jury in any action arising from or related to this Agreement and they each waive any right to a trial by jury in any action arising from or related to the Contract.

Section 13. Anti-Money Laundering and Anti-Terrorism. Assignor and Assignee, each for itself but not for the other, represent, warrant and covenant to Bank as follows: (1) neither Assignor nor Assignee (a) is or shall become a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (b) engage in or shall engage in any dealings or transactions prohibited by Section 2 of such executive order, or is or shall become otherwise associated with any such person in any manner violative of Section 2, or (c) is or shall become a person on the list of Specially Designated Nationals and Blocked Persons or is subject to or shall become subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order; (2) Assignor and Assignee are and shall remain in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) the Uniting And Strengthening America By Providing Appropriate Tools Required To Intercept And Obstruct Terrorism (USA Patriot Act of 2001); and (3) neither Assignor nor Assignee has or shall use all or any part of the proceeds of or related to the loan evidenced by or secured by the Contract, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

Section 14. Use and Application of Terms. To the end of achieving the full realization by Bank of its rights and remedies under this Agreement, including payment in full of the Note, in using and applying the various terms, provisions and conditions in this Agreement, the following shall apply: (1) the terms "hereby", "hereof", "herein", "hereunder", and any similar words, refer to this Agreement; (2) words in the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular numbered meaning include the plural number, and vice versa; (3) words importing persons include firms, companies, associations, general partnerships, limited partnerships, limited liability partnerships, limited liability companies, limited liability limited partnerships, trusts, business trusts, corporations and other legal organizations, including public and quasi-public bodies, as well as individuals; (4) the use of the terms "including" or "included in", or the use of examples generally, are not intended to be limiting, but shall mean, without limitation, the examples provided and others that are not

Attachment I
to
Assignment and Assumption Agreement

RMC BK 0008 Pg 071 : pg 9 *

Description of Promissory Note:	Promissory Note (the "Note") dated May 19, 2000, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended and increased to Three Million Two Hundred Sixty-Two Thousand Five Hundred and No/100 Dollars (\$3,262,500.00) pursuant to a Modification Agreement dated March 23, 2006, and as further amended pursuant to a Modification Agreement dated August 30, 2006, and as further amended pursuant to a Modification Agreement dated July 18, 2007.	
Description of Security Documents:	1.	Mortgage (the "Mortgage") executed by Deborah Rice-Marko in favor of Centura Bank (n/k/a RBC Bank (USA)) dated May 19, 2000, recorded on May 23, 2000, in the R.M.C. Office for Charleston County, South Carolina in Book A348, Page 632, as modified by Modification Agreement Supplement dated March 23, 2006, and recorded in the R.M.C. Office for Charleston County, South Carolina, on March 27, 2006, in Book O577, page 586, and as modified by a Modification Agreement Supplement dated July 18, 2007, recorded in the R.M.C. Office for Charleston County, South Carolina on July 23, 2007, in Book F633, Page 714.
Released Collateral:		None
Released Parties:		None

The undersigned has executed this Supplement as of the date first set forth above.

Signed, sealed and delivered in the presence of:

BANK:

RBC BANK (USA)

Witness:

Print Name:

Witness:

Print Name:

By:

Michael E. Baker

Title: Banking Officer

SOUTH CAROLINA,

CHARLESTON COUNTY.

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

Witness my hand and official seal this the 10 day of ^{Sept.} August, 2008.

Notary Public for South Carolina

My Commission Expires: My Commission Expires January 06, 2018

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P.O. BOX 1254

CHARLESTON SC 29402

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Charlie Lybrand, Register
Charleston County, SC

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ROYAL BEACH PROPS

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Warren & Sinkler LLP
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Charleston, South Carolina 29402



RMC BK 0032 Pg 076 : pg 1 *

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

State of South Carolina

County of Charleston

RBC Bank

Modification Agreement Supplement
(Cover Page)

From: ROYAL BEACH PROPERTIES, LLC ("Borrower", whether one or more) with a mailing address of 32 South Battery, Charleston, South Carolina 29401

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

Date: January 26, 2009

Cross Reference – Recorded Documents Modified:

That certain Mortgage executed by Deborah Rice-Marko in favor of Centura Bank dated May 19, 2000, recorded on May 23, 2000, in the RMC Office for Charleston County, South Carolina in Book A348, Page 632, as modified by Modification Agreement Supplement dated March 23, 2006, and recorded in the aforesaid RMC Office on March 27, 2006, in Book O577, page 586, and as modified by a Modification Agreement Supplement dated July 18, 2007, recorded in the aforesaid RMC Office on July 23, 2007, in Book F633, Page 714; and as amended by an Assignment and Assumption Agreement dated August 26, 2008, and recorded in the aforesaid RMC Office September 4, 2008, in Book 0008, at page 071; and as modified by a Modification Agreement Supplement dated August 26, 2008, and recorded in the aforesaid RMC Office in Book 0008, page 072.

EXHIBIT

NN

THIS MODIFICATION AGREEMENT SUPPLEMENT ("Supplement"), entered into as of the 26th day of January, 2009, by ROYAL BEACH PROPERTIES, LLC ("Borrower", whether one or more) with a mailing address 32 South Battery, Charleston, South Carolina 29401, and RBC BANK (USA) ("Bank"), formerly known as RBC Centura Bank, with a mailing address of 100 Calhoun Street, Suite 200, Charleston, SC 29401.

- A. Borrower and Bank have entered into a Modification Agreement dated of even date herewith ("Modification Agreement") with respect to the instruments, documents and other agreements described in the Modification Agreement, which instruments, documents and other agreements are collectively referred to therein as the Contract.
- B. The Contract consists in part of the documents identified on the Cover Page to this Supplement under the heading "Recorded Documents Modified" (the "Recorded Documents").
- C. In addition to making other modifications to the Contract, the Modification Agreement modified the terms of the Recorded Documents.
- D. Borrower and Bank, through this Supplement, desire to reflect on the public records those modifications to the Recorded Documents which were effected through the Modification Agreement.
- E. This Supplement is supplemental to the Modification Agreement and is a part thereof. Reference is hereby made to the Modification Agreement for modifications to those parts of the Contract other than the Recorded Documents.
- F. Borrower and Bank acknowledge and agree that, except as modified in the Modification Agreement and reflected in part through this Supplement, the terms and provisions of the Contract and the individual instruments, documents and agreements that make up the Contract (including, without limitation, the Recorded Documents) shall remain unchanged and the Contract, as modified in the Modification Agreement and as reflected in part through this Supplement, shall continue in full force and effect as therein and herein written.

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

Section 1.1. Modification. The Recorded Documents shall be, and the same are, modified as follows:

1.1.1. That certain Mortgage executed by Deborah Rice-Marko in favor of Bank dated May 19, 2000, recorded on May 23, 2000, in the RMC Office for Charleston County, South Carolina in Book A348, Page 632, as modified by Modification Agreement Supplement dated March 23, 2006, and recorded in the aforesaid RMC Office on March 27, 2006, in Book O577, page 586, and as modified by a Modification Agreement Supplement dated July 18, 2007, recorded in the aforesaid RMC Office on July 23, 2007, in Book F633, Page 714; and as amended by an Assignment and Assumption Agreement dated August 26, 2008, and recorded in the aforesaid RMC Office September 4, 2008, in Book 0008, at page 071; and as modified by a Modification Agreement Supplement dated August 26, 2008, and recorded in the aforesaid RMC Office in Book 0008, page 072, is amended as follows: Notwithstanding any provision in the said Mortgage, Assignment of Rents, and Security Agreement to the contrary, the term "Obligations" shall mean, and the said Mortgage, Assignment of Rents, and Security Agreement shall secure payment and performance of, among other indebtedness and obligations as provided therein, each and all of the following (collectively, the "Restated Obligations"):

- (1) All Indebtedness now owing by Deborah Rice-Marko to Bank, and all indebtedness that may arise and be owing by Deborah Rice-Marko to Bank in the future, including future advances, including without limitation that certain promissory note dated January 11, 2007, in the face amount of Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00) executed by

Deborah Rice-Marko in favor of Bank, as amended by a Modification Agreement dated of even date herewith;

(2) All Indebtedness now owing by ROA, LLC, to Bank, and all Indebtedness that may arise and be owing by ROA, LLC to Bank in the future, including future advances, and including without limitation (i) that certain promissory note dated June 24, 2005, in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, as amended by a Modification Agreement dated March 22, 2007, as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith; and (ii) that certain promissory note dated November 9, 2007, in the face amount of Three Million Nine Hundred Twenty Thousand and 00/100 Dollars (\$3,920,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, and amended by a Modification Agreement dated of even date herewith;

(3) All Indebtedness now owing by USS Clarksville, LLC to Bank, and all Indebtedness that may arise and be owing by USS Clarksville, LLC to Bank in the future, including future advances, and including without limitation that certain Promissory Note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, and as amended pursuant to a Modification Agreement dated March 22, 2007, and as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith;

(4) All Indebtedness now owing by Liberty Cottages, LLC to Bank, and all Indebtedness that may arise and be owing by Liberty Cottages to Bank in the future, including future advances, and including without limitation that certain promissory note dated March 22, 2007, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), executed by Liberty Cottages, LLC, in favor of Bank, as amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith;

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

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

Section 1.2. That certain Mortgage executed by Deborah Rice-Marko in favor of Bank dated May 19, 2000,

recorded on May 23, 2000, in the RMC Office for Charleston County, South Carolina in Book A348, Page 632, as modified by Modification Agreement Supplement dated March 23, 2006, and recorded in the aforesaid RMC Office on March 27, 2006, in Book O577, page 586, and as modified by a Modification Agreement Supplement dated July 18, 2007, recorded in the aforesaid RMC Office on July 23, 2007, in Book F633, Page 714; and as amended by an Assignment and Assumption Agreement dated August 26, 2008, and recorded in the aforesaid RMC Office September 4, 2008, in Book 0008, at page 071; and as modified by a Modification Agreement Supplement dated August 26, 2008, and recorded in the aforesaid RMC Office in Book 0008, page 072, is amended as follows: Paragraph "B" on page 2 is hereby amended to provide that the maximum principal amount of the Obligations, including present and future advances and obligations, that may be secured by this Mortgage at any one time is an amount up to Twenty-Five Million and No/100 Dollars (\$25,000,000.00).

Section 1.3. In addition to and not in lieu of the Events of the Default set forth in the Contract, each of the following shall constitute an Event of Default under the Contract including without limitation the Note:

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

certain commercial note dated May 19, 2000, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended and increased to Three Million Two Hundred Sixty-Two Thousand Five Hundred and No/100 Dollars (\$3,262,500.00) pursuant to a Modification Agreement dated March 23, 2006, and as further amended pursuant to a Modification Agreement dated August 30, 2006, and as further amended pursuant to a Modification Agreement dated July 18, 2007, as assumed by Borrower, pursuant to an Assignment and Assumption Agreement dated August 26, 2008, between Deborah Rice-Marko, as assignor, Borrower, as assignee, and Bank, and as further amended by a Modification Agreement dated of even date herewith.

- F. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Deborah Rice-Marko in favor of Bank, including without limitation that certain promissory note dated January 11, 2007, in the face amount of Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended by a Modification Agreement dated of even date herewith.

Section 1.4. Effect of Modification. Nothing contained in this Supplement shall in any way impair the security now held for the indebtedness evidenced by the Contract, nor waive, annul, vary and affect any provision, condition, covenant and agreement contained in the Contract, except as modified in the Modification Agreement and reflected in part through this Supplement, nor affect and impair any rights, powers and remedies under the Contract. The Modification Agreement (including this Supplement) does not extend the expiration dates or enlarge the terms of any property, physical damage, credit and any other insurance written in connection with or financed by said Contract.

Section 1.5. Documentary Stamps, etc. To the extent not prohibited by law and notwithstanding who is liable for payment of the taxes and fees, Borrower shall pay, on Bank's demand, all intangible taxes, documentary stamp taxes, excise taxes and other similar taxes assessed, charged and required to be paid in connection with the Modification Agreement (including this Supplement), and any future extension, renewal and modification of the Contract, or assessed, charged and required to be paid in connection with any of the instruments, documents and other agreements which make up the Contract.

Section 1.6. Anti-Terrorism. Borrower represents, warrants and covenants to Bank as follows: (1) Borrower (a) is not and shall not become a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (b) does not engage in and shall not engage in any dealings or transactions prohibited by Section 2 of such executive order, and is not and shall not otherwise become associated with any such person in any manner violative of Section 2, (c) is not and shall not become a person on the list of Specially Designated Nationals and Blocked Persons, and (d) is not and shall not become subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order; (2) Borrower is and shall remain in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) the Uniting And Strengthening America By Providing Appropriate Tools Required To Intercept And Obstruct Terrorism (USA Patriot Act of 2001); and (3) Borrower has not and shall not use all or any part of the extension of credit evidenced by the Note, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

Section 1.7. Maintenance of Records. Bank is authorized to maintain, store and otherwise retain the Modification Agreement (including this Supplement) and the other instruments, documents and agreements constituting the Contract in their original, inscribed tangible forms or records thereof in an electronic medium or other non-tangible medium which permits such records to be retrieved in perceivable forms.

Section 1.8. Reservation of Rights; Entire Agreement. Bank does hereby reserve all rights and remedies it may have

against all parties secondarily liable for repayment of the indebtedness evidenced by the Contract. The Contract, as modified by the Modification Agreement (including this Supplement), contains the entire agreement of the parties and the undersigned do hereby ratify and confirm the terms of the Contract, all of which shall remain in full force and effect, as modified by the Modification Agreement (including this Supplement). The Modification Agreement (including this Supplement) shall be binding upon any assignee and successor in interest of the parties hereto. Borrower waives and will not assert against any transferee and assignee of Bank any claims, defenses, set-offs and rights of recoupment which Borrower could assert against Bank, except defenses which Borrower cannot waive.

The undersigned has executed this Supplement as of the date first set forth above.

Signed, sealed and delivered in the presence of:

ROYAL BEACH PROPERTIES, LLC

Witness:

By: Deborah Rice-Marko

Mark E. Sharpe
Print Name: Mark E. Sharpe

Print Name: Deborah Rice-Marko
Title: Member

Elizabeth B. Dasburg
Print Name: Elizabeth B. Dasburg

SOUTH CAROLINA,

CHARLESTON COUNTY.

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

Witness my hand and official seal this the 24 day of January, 2009.

Elizabeth B. Dasburg
Notary Public for South Carolina
My Commission Expires: 3-12-18

The undersigned has executed this Supplement as of the date first set forth above.

Signed, sealed and delivered in the presence of:

Witness: *Phyllis Mitchell*
Print Name: Phyllis Mitchell

BANK:

RBC BANK (USA), formerly known as RBC Centura Bank

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

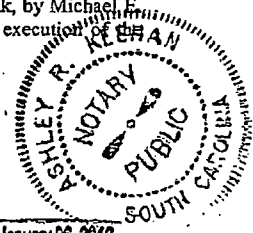
Witness: *Ashley Keenan*
Print Name: Ashley Keenan

SOUTH CAROLINA,
CHARLESTON COUNTY

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

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

Ashley N. Keenan
Notary Public for South Carolina
My Commission Expires: My Commission Expires January 06, 2010



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WARREN & SINKLER, LLP

P.O. BOX 1254

CHARLESTON, SC 29402

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ROYAL BEACH PROP

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RBC BK

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Cross reference to:
Book A 348, Page 632
Charleston County Records

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

MODIFICATION OF MORTGAGE

by and from

Royal Beach Properties, LLC, "Mortgagor"

to

RBC Bank (USA), "Mortgagee"

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

Dated as of July 15, 2011

**Location: Ocean Front Lot 11 at Kiawah Island
County: Charleston
State: South Carolina**



MODIFICATION OF MORTGAGE
(Kiawah Island, Charleston County, South Carolina)

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

WITNESSETH:

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

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

WHEREAS, to secure the indebtedness described in each Original Mortgage (as defined below), Mortgagor executed a mortgage dated as of May 19, 2000, in favor of Mortgagee and recorded on May 23, 2000, in Book A 348, Page 632 (as amended or modified prior to the date hereof, individually and collectively, each an "**Original Mortgage**" and collectively, the "**Original Mortgages**"), encumbering the real property described therein;

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

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

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

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

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

1. Modification of Mortgage.

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

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

obligations incurred by or accrued to the Mortgagee during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, relative to a Loan Party or any one or more of the Loan Documents.

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

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

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

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

6. No Release or Novation. This Modification does not extinguish the outstanding indebtedness or any other obligation or discharge or release the lien of any Original Mortgage or any other security. Nothing herein contained shall be construed as a substitution or novation of any Original Mortgage or the indebtedness secured thereby, which shall remain in full force and effect, except as modified hereby. Each Modified Mortgage constitutes a binding obligation of the Mortgagor and a continuing lien over and security interest in the property encumbered thereby.

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

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

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

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

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

[SIGNATURES BEGIN ON NEXT PAGE]

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

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

MORTGAGOR:

ROYAL BEACH PROPERTIES, LLC

Witness

By:

Witness

Name:

Title: Manager

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Acknowledgment

I, the undersigned Notary Public for the State and County, so hereby certify that Daniel R. Miller, is the Manager of Royal Beach Properties, LLC, whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn To and Subscribed Before Me

This 15th day of July, 2011.

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

My commission expires: 7-24-2019

MORTGAGEE:

RBC BANK (USA)

Witness Allison M. Williams

Witness Jesse Ward

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

STATE OF North Carolina)

COUNTY OF Brunswick)

Acknowledgment

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

Sworn To and Subscribed Before Me

This 1st day of July, 2011.

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

My commission expires: 4/24/2016



EXHIBIT A

Promissory Notes

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

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

NELSON MULLINS RILEY & SCARBOROUGH

PO BOX 11070
COLUMBIA, SC 29211

RECORDED

Date: July 26, 2011

Time: 10:52:45 AM

Book

Page

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Mtg/Mod

Charlie Lybrand, Register
Charleston County, SC

Maker:

ROYAL BEACH PROPS LLC

of Sats:

of Pages: 10

of Refs:

Note:

Recipient:

RBC BK

Recording Fee \$ 6.00

Extra-Reference Cost \$ -

Extra Pages \$ 8.00

Postage \$ -

Chattel \$ -

TOTAL \$ 14.00

Original Book:

A348

Original Page:

632

Drawer Drawer 1

Clerk KLH



0198
Book



814
Page



07/26/2011
Recorded Date



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Pgs



A348
Original Book



632
Original Page



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10:52:45
Recorded Time

Bank Use Only:	Customer Number _____
	Account Number _____

RBC Bank

Amended and Restated Promissory Note (Variable Rate - NPF)

\$3,262,500.00

Charleston, South Carolina
July 15, 2011

This Note amends and restates that certain commercial note dated May 19, 2000, made by Borrower, as the assignee of Deborah Rice-Marko, in favor of Bank (as successor in interest to RBC, Centura Bank) in the original principal amount of \$2,500,000 (as amended, modified, replaced or restated prior to the date hereof, the "Original Note")

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to RBC BANK (USA) ("Bank"), or order, the principal sum of Three Million Two Hundred Sixty-Two Thousand Five Hundred and 00/100 Dollars (\$3,262,500.00), together with interest, fees, premiums, charges and costs and expenses as set forth in this Note. Payments by Borrower under this Note will be made as provided in this Note and will be payable at any banking office of Bank in the city or town indicated above, or such other place as the holder of this Note may designate.

Interest Rates

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

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

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

All interest payable under this Note will be calculated monthly and will accrue daily on the basis of the actual number of calendar days elapsed and a year of three hundred sixty (360) calendar days. All accruals

EXHIBIT

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interest under this Note will be contract rates of interest, whether a pre-default rate or a default rate, and references to contract rates in any Loan Documents executed and delivered by Borrower or others to Bank in connection with this Note will be to such contract rates.

Payment Terms

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

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

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

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

Supporting Documents

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

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

Late Charges and Expenses

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

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

Default and Acceleration

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

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

General Terms

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

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

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

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

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

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

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

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

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

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

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

Anti-Money Laundering

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

Definitions

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

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

Notice.—Waiver of Right of Appraisal

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

ROYAL BEACH PROPERTIES, LLC

By: *Melora R. - M. R.* [SEAL]
Name:
Title:

Customer No: _____
Loan No. _____

GA

RBC Bank

UNCONDITIONAL GUARANTY AGREEMENT (Single Loan)

THIS SINGLE LOAN GUARANTY AGREEMENT ("Guaranty Agreement"), entered into as of the 26th day of August, 2008, by DEBORAH RICE-MARKO ("Guarantor", whether one or more), with a mailing address of 32 South Battery, Charleston, South Carolina 29401, to RBC BANK (USA) ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220.

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

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

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Bank to make the loan and to otherwise extend the credit requested by Customer, Guarantor, jointly and severally, if more than one, hereby absolutely and unconditionally guarantees to Bank, its successors and assigns: (1) the punctual payment when due (whether by acceleration or otherwise) of all outstanding principal under that certain commercial note (the "Note") dated May 19, 2000, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended and increased to Three Million Two Hundred Sixty-Two Thousand Five Hundred and No/100 Dollars (\$3,262,500.00) pursuant to a Modification Agreement dated March 23, 2006, and as further amended pursuant to a Modification Agreement dated August 30, 2006, and as further amended pursuant to a Modification Agreement dated July 18, 2007, and as assumed by Customer pursuant to an Assignment and Assumption Agreement dated of even date herewith between Deborah Rice-Marko, as assignor, Customer, as assignee, and Bank, and as further amended by a Modification Agreement dated of even date herewith between Customer and Bank, together with all due and unpaid interest (to include default interest), finance charges, late payment fees and other fees and charges, prepayment premiums and all costs and expenses (to include reasonable attorneys' fees and fees of legal assistants, reasonable fees of accountants, appraisers, adjusters, engineers, surveyors or other professionals employed or retained by and on behalf of Bank, and intangible personal property taxes, documentary stamp taxes, excise taxes and other similar taxes) payable and to be payable thereunder, and incurred and to be incurred in connection therewith (the "Credit Agreement"); (2) the punctual payment and performance by Customer and other persons of all of their covenants, agreements and obligations under any security agreements, deeds of trust, mortgages, security deeds, trust deeds, deeds to secure debt, pledge agreements, assignments, commitments, loan agreements and other agreements, statements and records executed and delivered to Bank or others on Bank's behalf in connection with the indebtedness evidenced by the Credit Agreement (the Credit Agreement and the other agreements and documents executed and delivered in connection with the Credit Agreement shall be referred to herein collectively as the "Loan Documents", and the Loan Documents may be in a written or tangible medium, electronic medium or some other medium and includes all renewals, extensions, amendments, modifications, replacements and substitutions thereof and therefor); and (3) the punctual payment of any and all sums advanced and paid by Bank, at its option, under the Loan Documents, including, but not limited to, sums advanced and paid by Bank for taxes and insurance premiums and sums advanced and paid by Bank to protect any collateral and other security given for said indebtedness (all of the foregoing, including, without limitation, the principal, interest, fees, charges, premiums and costs and expenses under the Credit Agreement, Customer's and other persons' covenants, agreements and obligations and the sums advanced and paid by the Bank, being hereinafter collectively termed "Obligations of Customer").

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

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

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

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

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

3.2. Release or Surrender of Rights. Guarantor covenants and agrees that Bank may at any time, and from time to time, in its sole discretion, do or cause to be done any one or more of the following: (1) renew, extend and otherwise change the time, manner, place and terms of payment of any and all of the Obligations of Customer, and otherwise modify the Obligations of Customer; (2) grant indulgences generally from time to time to Customer and any other person liable for the Obligations of Customer; (3) exchange, release and surrender any and all of the collateral and other security, or any part thereof or interest therein, by whomsoever deposited, given or made, which is or may hereafter be held by Bank or others on its behalf, or in which it has a lien and security interest in connection with any and all of the Obligations of Customer and any liabilities and obligations of Guarantor hereunder; (4) sell and otherwise dispose of, and purchase all or parts of, or interests in, such collateral and other security at public and private sale, or to or through any securities intermediary or other person, and after deducting all costs and expenses of every kind for collection, preparation for sale, sale and delivery, the net proceeds of any such sales and other dispositions may be applied by Bank toward payment and satisfaction of the Obligations of Customer, in such order as Bank in its discretion may elect, or in such order as Bank may be required to apply the proceeds under applicable law - if applicable law directs a specific manner of application of proceeds; or (5) settle and compromise with the Customer, any insurance carrier and any other person liable thereon, any and all of the Obligations of Customer, or subordinate the payment of all and any part of same to the payment of any other debts and claims which may at any time be due and owing to Bank or any other persons, all in such manner and upon such terms as Bank may deem proper or desirable, and without notice to or further assent from Guarantor, it being agreed that Guarantor shall be and remain bound by this Guaranty Agreement irrespective of the existence, value and condition of any collateral and other security, or the impairment of any collateral and other security (to include, without limitation, impairment due to any failure to perfect or continue perfection of a lien and a security interest and any other act or inaction by Bank or other persons relative to the administration of this Guaranty Agreement, the Obligations of Customer and any collateral and other security), or the unenforceability of any of the Obligations of Customer or the discharge and release of Customer from liability for any of the Obligations of Customer and notwithstanding any such change, exchange, settlement, compromise, surrender, release, failure to perfect or continue perfection and other act or inaction relative to administration, sale and other disposition, application,

renewal or extension and notwithstanding also that the Obligations of Customer may at any time exceed the aggregate principal sum hereinabove prescribed (if any such limiting sum appears). If Bank should request Guarantor to consent to any of the foregoing, such request by Bank or consent by Guarantor shall not constitute a waiver by Bank of the provisions of this Section which permit such actions without Guarantor's consent, nor of any other provision of this Guaranty Agreement relating to acts and inactions of Bank and such request or consent shall not create a course of dealing between Bank and Guarantor that would require the consent of Guarantor to any of the foregoing in the future. Furthermore, this Guaranty Agreement shall not be construed to impose any obligation on Bank to extend or continue to extend credit, to otherwise deal with Customer at any time, or to take or refrain from taking any acts relative to the administration of any of the Obligations of Customer and any collateral and other security for the Obligations of Customer or this Guaranty Agreement.

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

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

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

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

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

Section 5. Financial Information on Guarantor; Bank's Records Controlling. Guarantor shall provide Bank with such financial information as Bank may from time to time request. Any statement of account or records that bind the Customer shall be binding against the Guarantor and the records of Bank maintained in the ordinary course of its business with respect to the Obligations of Customer shall be binding on Guarantor in all respects, including, without limitation, the extent and nature of the Obligations of Customer and the liabilities of Guarantor under this Guaranty Agreement.

Section 6. Customer's Organization Status.

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

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

Section 7. Guarantor's Waiver of Rights.

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

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

7.3. Waiver of Subrogation. Guarantor expressly waives, for Bank's benefit and the benefit of Customer and any other guarantor, maker, endorser, obligor and debtor on the Obligations of Customer, any and all rights of recourse against Customer, and any other guarantor, maker, endorser, obligor and debtor on the Obligations of

Customer, and property and assets of the same, arising out of any payment made under or pursuant to this Guaranty Agreement, including any claim of subrogation, reimbursement, exoneration, contribution and indemnity that Guarantor may have against the Customer, any other guarantor, maker, endorser, obligor and debtor on the Obligations of Customer. Guarantor will not enter into any contract or agreement in violation of the provisions hereinabove, and any such purported contract or agreement shall be void ab initio.

Section 8. Events of Default; Remedies.

8.1. Events of Default. Guarantor shall be in default under this Guaranty Agreement upon the happening of any of the following events, circumstances and conditions, or the occurrence of an event which, with the giving of notice or a lapse of time, or both, would become an event of default hereunder, to wit:

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

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

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

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

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

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

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

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

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

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

Section 9. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

9.10. Jury, Venue, Jurisdiction. This Guaranty Agreement shall be governed by and construed in accordance with the substantive laws of the State of South Carolina, excluding, however, the conflict of law and choice of law provisions thereof. Guarantor: (a) to the extent permitted by law, waives any right to a trial by

jury in any action arising from or related to this Guaranty Agreement or any of the Obligations of Customer; (b) irrevocably submits to the jurisdiction of either (1) the state courts of the jurisdiction identified above in this Section or (2) a United States District Court for any federal district in such jurisdiction over any action or proceeding arising from or related to this Guaranty Agreement or any of the Obligations of Customer; and (c) irrevocably waives, to the fullest extent Guarantor may effectively do so, the defense of improper venue or an inconvenient forum to the maintenance of any such action or proceeding. Nothing in this Section shall affect or impair Bank's right to serve legal process in any manner permitted by law or Bank's right to bring any action or proceeding against Guarantor or Guarantor's property in the courts of any other jurisdiction.

9.11. No Usury; No Illegal Provisions. Anything contained herein to the contrary notwithstanding, if for any reason the effective rate of interest on any of the Obligations of Customer should exceed the maximum lawful contract rate, the effective rate of such obligations shall be deemed reduced to and shall be such maximum lawful contract rate. Any sums of interest which have been collected in excess of such maximum lawful contract rate shall be applied, at Bank's election – if permitted by applicable law, as a credit against the unpaid principal balance due on the Obligations of Customer, or hereunder, or returned to the person who paid the interest that exceeded the maximum lawful contract rate. Wherever possible each provision of this Guaranty Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty Agreement.

9.12. Joint and Several Liability; Use of Terms. If more than one person has signed this Guaranty Agreement, such parties are jointly and severally obligated hereunder. Further, (1) words in the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular numbered meaning include the plural number, and vice versa; (2) words importing persons include firms, companies, associations, general partnerships, limited partnerships, limited liability partnerships, limited liability limited partnerships, limited liability companies, trusts, business trusts, corporations and other organizations, including public and quasi-public bodies, as well as individuals; (3) as the context requires, the word "and" may have a joint meaning or a several meaning and the word "or" may have an inclusive meaning or an exclusive meaning; (4) the term "Guarantor", as used herein, shall (if signed by more than one person) mean the "Guarantors and each of them"; (5) the term "subsidiary" means any registered organization or other organization (i) the majority (by number of votes) of the outstanding voting interests of which is at the time owned or controlled by Guarantor or Customer, or by one or more Subsidiaries of Guarantor or Customer, or Guarantor or Customer and one or more Subsidiaries of Guarantor or Customer, or (ii) otherwise controlled by or within the control of Guarantor, Customer or any Subsidiary of either; (6) terms used in this Guaranty Agreement which are not defined herein shall have the meaning ascribed thereto in the Uniform Commercial Code in effect from time to time in the jurisdiction whose laws govern this Guaranty Agreement; (7) all references to "Guaranty Agreement" mean this Guaranty Agreement and all amendments, modifications, renewals, extensions, replacements and substitutions thereof and therefor; and (8) this Guaranty Agreement shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Guaranty Agreement.

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

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

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

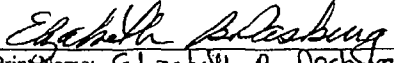
9.16. Guarantor's Acknowledgment. Guarantor acknowledges that Guarantor has read this Guaranty and fully understands the rights granted to Bank herein, and the waiver of rights of Guarantor. Guarantor further acknowledges that each of the terms contained herein is a material inducement to Bank to extend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

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

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


Print Name: DEBORAH RICE-MARKO

Witness:


Print Name: Elizabeth B. Dabbs

[Exhibit A and Attachment A follow]

EXHIBIT A
Attached
to
Unconditional Guaranty Agreement
(Single Loan)

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

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

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

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

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

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

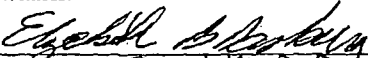
Section 4. Death of Guarantor. Notwithstanding the provision of Section 8.1(d) of the Guaranty, the death of the Guarantor shall not be a default so long as (i) the terms of the Note and the Loan are being satisfied and no other Event of Default has occurred, (ii) within 90 days after such death, other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

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

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


Print Name: DEBORAH RICE-MARKO

Witness:


Print Name: Elizabeth B. Baysburg

CenturaCOMMERCIAL NOTE - UNSECURED/SECURED NWCustomer Number _____
Note Number _____August 7, 2001
N. Elm Street Greensboro, NC
Office - City and State

\$1,100,000.00

☐ Master Note

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise(s) to pay to CENTURA BANK ("Bank"), or order, the sum of One Million One Hundred Thousand and no/100 Dollars (\$1,100,000.00) or so much as shall have been disbursed from time to time and remains unpaid, including or together with interest at the rate and payable in the manner hereinafter stated. Principal and interest shall be payable at any banking office of Bank in the city or town indicated above, or such other place as the holder of this Note may designate. All requests for information and notices sent to the Bank shall be addressed to Bank at Post Office Box 500, Rocky Mount, NC 27802, or such other address as Bank may designate from time to time. Bank may direct, by notice to the undersigned, that all notices and other communications shall be sent electronically or by some other non-tangible means.

INTEREST RATE (One of the following must be selected. Terms appearing next to blocks not checked are deleted.)

All payments made on this Note will be applied first to accrued interest and then to principal. Interest will accrue on the unpaid principal balance at the rate set forth below until maturity and will accrue on any unpaid interest before maturity and on any unpaid balance after maturity as set forth on the following pages of this Note.

Interest payable on this Note per annum will be at the rate of:

☐ Centura Index Rate + _____ %	☐ Centura Prime Rate + _____ %
☐ Centura Base Rate + _____ %	☐ Wall Street Journal Prime Rate + _____ %
☒ LIBOR Base Rate + 2.25 _____ %	☐ _____ % Fixed
☐ Other _____	

"Centura Index Rate", "Centura Prime Rate" and "Centura Base Rate" are Bank's variable rate base indices and are defined on the following pages hereof. "Wall Street Journal Prime" and "LIBOR Base Rate" are external variable rate base indices and are also defined on the following pages hereof.

Interest will be calculated on the basis of: ☒ Actual days/360 day year ☐ Actual days/365 day year ☐ Other _____

Except as otherwise provided herein, adjustments to rates subject to change will be made without prior notice at the sole option of Bank and will be effective as of the date the rate changes. ☐ Other _____

PRINCIPAL PAYMENT TERMS (One of the following must be selected. Payment terms not checked are deleted.) Principal (and interest if indicated under Interest Payment Terms below) shall be payable as follows:

- ☐ Payable on demand, or on _____, 2 _____ If demand is not sooner made (the time of payment is herein referred to as "Maturity").
- ☒ Payable in one single payment on August 7, 2001 (herein referred to as "Maturity").
- ☐ Payable in _____ equal consecutive _____ payments of \$ _____ each, commencing on _____ (monthly, quarterly, semi-annually, etc.), commencing on _____, 2 _____ and on the same day of each such calendar period thereafter and one final payment of the entire balance due on _____, 2 _____ (herein referred to as "Maturity").
- ☐ Other _____

INTEREST PAYMENT TERMS (One of the following must be selected. Payment terms not checked are deleted.) Interest shall be payable as follows:

- ☒ Payable monthly beginning September 10, 2001 and consecutively on the same day of each calendar period thereafter. (monthly, quarterly, semi-annually, etc.)
- ☐ The payment amount selected above under "PRINCIPAL PAYMENT TERMS" includes interest.

PREPAYMENT One of the following must be selected. Prepayment term not checked is deleted. Asterisked term selected (if no term checked.)

- ☒ * This Note may be prepaid in whole or in part at any time without any fee.
- ☐ This Note may be prepaid in whole or in part at any time only on payment of the following fee: _____

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Revised 6/30/01

EXHIBIT

RR

LOAN AGREEMENT AND SECURITY (One or more of the following must be selected. Loan Agreement and security terms appearing next to blocks not checked are deleted.)

- ☐ The Bank and undersigned have entered into a Loan Agreement dated _____
- ☐ UNSECURED. This Note is unsecured except as provided in the Loan Agreement, if any, and in paragraphs 1 and 2 below.
- ☒ SECURED. This Note is secured by collateral described in the following security instrument(s):
- ☐ Assignment of Life Insurance dated _____
- ☒ Deed of Trust dated S.C. Mortgage dated 8/7/01 covering Lot 24 Windsunet Ocean Front Dev. Myrtle Beach, SC
- ☐ Assignment of Time Deposit dated _____
- ☐ Security Agreement dated _____ covering _____
- ☐ Security Agreement dated _____ covering _____
- ☐ Other _____

- 1) At maturity of this Note, or upon default, Bank is authorized and empowered to apply to the payment hereof, any and all money deposited in Bank in the name of or to the credit of each party, without advance notice, and is authorized to offset any obligation of Bank to any party to the payment hereof. Bank is also granted recoupment rights and may exercise such recoupment rights at maturity of this Note, or upon default.
- 2) Collateral securing other loans of each party with Bank may also secure this loan and this loan may also be supported by separate Guaranty Agreement(s).

ADDITIONAL TERMS AND PROVISIONS OF NOTE

DEFAULT

Any of the following shall constitute an event of default: (1) the default under or other failure to make when due any payment described herein, whether of principal, interest, or otherwise; (2) the default under or other failure of any party hereto to perform any of the terms and conditions written into the Loan Agreement or security instrument(s) securing this Note or any guaranty agreement or security instrument(s) securing such guaranty agreement which apply to this Note; (3) the death, dissolution, merger, consolidation or termination of existence of any party; or if any party is a corporation with thirty-five (35) or fewer shareholders, the aggregate transfer(s) of voting shares in such party whereby persons or entities not owning on the date hereof, singly or in the aggregate, 50% or more of the voting shares of such party, become the owner(s), singly or in the aggregate, of 50% or more of such voting shares, or if such party is a limited or general partnership, any change in general partnership interest(s) in such party; (4) the application for the appointment of a receiver for any party or the filing of a petition under any provisions of the Bankruptcy Code or Act by or against any party or any assignment for the benefit of creditors by or against any party; (5) the failure of any party to furnish from time to time, at Bank's request, financial information with respect to such party; (6) a determination by Bank that it deems itself insecure or that an adverse change in the financial condition of any party has occurred since the date hereof; (7) the failure of any party to perform any other obligation to Bank; (8) the termination of any guaranty agreement which applies to this Note; (9) a present or future insolvency in the information on any party as set forth in a separate Certification and Authorization on file with Bank.

LATE CHARGES, EXPENSES AND ACCELERATION

Each party agrees to pay any late charges permitted by applicable law that Bank may, in its discretion, charge for late payments. If this Note is not paid in full whenever it becomes due and payable, each party agrees to pay all costs and expenses of collection including a reasonable attorney's fee in the amount of fifteen (15) percent of the then outstanding balance. Upon the occurrence of an event of default, the entire unpaid balance of this Note shall, at the option of Bank, become immediately due and payable, without notice or demand. Failure to exercise the option to accelerate shall not constitute a waiver of the right to exercise same in the event of any subsequent default.

INTEREST

Upon the nonpayment of any payment of interest described herein, the Bank, at its option and without accelerating this Note, may accrue interest on such unpaid interest at the rate(s) applicable hereunder from time to time until maturity of this Note. After maturity of this Note, whether by acceleration or otherwise, interest will accrue on the unpaid principal of this Note and any accrued but unpaid interest at the rate applicable at maturity until this Note is paid in full. After entry of judgment, interest shall accrue at the rate applicable at maturity, provided however, if the loan evidenced by this Note was extended for personal, family, household or agricultural purposes, interest shall be at the legal rate as in effect from time to time not to exceed the contract rate. The purpose of the loan represented by Borrower to Bank on the application for this loan shall control the interest rate charged after judgment.

THIS IS A VARIABLE RATE NOTE, unless denoted as a fixed rate note. Any change in the contract rate of interest will equal the change in the variable rate index to which the contract rate is tied, but will not exceed the maximum contract rate permitted by applicable law, or the maximum rate specified on the first page of this Note, if any, whichever is lower.

The "Centura Prime Rate" is one of the Bank's variable rate base indices for credit extensions and is set by Bank at its discretion based on the Bank's perception of market interest rate levels, trends and general economic conditions. It is not tied to any specific index published by any third party and is not represented by Bank to be the lowest rate at which Bank extends credit.

The "Centura Base Rate" is one of the Bank's variable rate base indices for credit extensions and is set by Bank at its discretion based on the Bank's perception of market interest rate levels and trends for commercial loans to small business borrowers and on general economic conditions. It is not tied to any specific index published by any third party. It is not the same as and is not tied to the Centura Prime Rate. It will typically be higher than the Centura Prime Rate.

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Revised 6/30/01

The "Centura Index Rate" is one of the Bank's variable rate base indices for credit extensions and is set by Bank at its discretion based on the Bank's cost of funds and on the Bank's perception of market interest rate levels, trends and general economic conditions. It is not tied to any specific index published by any third party. It is not the same as and it is not tied to the Centura Prime Rate. It will typically be higher than the Centura Prime Rate.

The "Wall Street Journal Prime Rate" (or a comparable index selected by Bank in its sole discretion if the publication of such Prime Rate is discontinued or unavailable) shall be that interest rate listed as the Prime Rate published each business day in the Money Rates guide in the Money and Investing Section (or any successor section) of The Wall Street Journal, Eastern Edition (if more than one interest rate is listed, the lowest rate will be used).

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

WAIVER

Each party waives presentment, demand, protest and notice of dishonor, waives any rights which they may have to require Bank to proceed against any other person or property, agrees that without notice to any party and without effecting any party's liability, Bank, at any time or times, may grant extensions of the time for payment or other indulgences to any party or permit the renewal, amendment or modification of this Note, the Loan Agreement or security instrument(s), or permit the substitution, exchange or release of any security for this Note and may add or release any party primarily or secondarily liable, and agrees that Bank may apply all moneys made available to it from any part of the proceeds from the disposition of any security for this Note either to this Note or to any other obligation of any of the parties to Bank, as Bank may elect from time to time.

PARTIES

Each signatory of this Note is herein sometimes referred to as "Party" or collectively as "Parties" and each agrees to be liable hereunder jointly and severally. This Note shall apply to and bind each party's heirs, personal representatives, successors and assigns and all persons (i.e., individuals and organizations) who become bound to this Note as a maker, endorser, surety, guarantor, or other obligor (whether primary or secondary) or debtor. All references in this Note to Bank shall include the holder hereof and this Note shall inure to the benefit of any holder, its successors and assigns. Each party waives and will not assert against any assignee any claims, defenses, set-offs or rights of recoupment which they or any of them could assert against Bank, except defenses which a party cannot waive. Each party acknowledges that Customer Numbers may be added to this Note at the places indicated after execution of this Note by the parties and that the information under the heading "BANK USE ONLY" may also be completed by Bank after execution of this Note by the parties. Each party agrees to Bank inserting Customer Numbers and the information under the heading "BANK USE ONLY" after execution of this Note by the party and that the insertion of such information shall not affect the validity of this Note or the liability of each party hereunder. In addition, in the event the date of the Note is omitted from the upper right corner on the first page hereof, each party consents that the Bank may insert the date for administrative purposes of identifying the Note and that this consent is without prejudice to any party's right to dispute the accuracy of the date so inserted. However, such insertion shall not affect the validity of this Note or the liability of each party hereunder.

PARTIES' DUE DILIGENCE

All parties herein acknowledge and represent that they have relied upon their own due diligence in making their own independent evaluations of the purposes for which the proceeds of this Note will be used and the business affairs and financial condition of all parties hereto, and they will continue to be responsible for making their own appraisals of such matters. The parties hereto have not relied upon and will not hereafter rely upon Bank for such information for such appraisal or other assessment or review and, further, will not rely upon any such information which may now or hereafter be prepared by Bank for any appraisals regarding the purposes for which the proceeds of this Note will be used or the parties hereto.

CREDIT INVESTIGATION

The Bank is authorized to investigate from time to time the credit of each party and to answer questions relating to the Bank's credit experience with each party.

MASTER NOTE

If this Note is designated on its face as a MASTER NOTE, then this Note evidences a revolving line of credit under the Loan Agreement or security instrument(s) and each party shall be liable for only so much of the principal amount as shall be equal to the total of the amounts advanced to or for each party by the Bank from time to time less all payments made by or for each party and applied by the Bank to principal, and for interest on each advance, all as shown on Bank's books and records which shall be prima facie evidence of the amount owed.

GOVERNING LAW: This Note shall be deemed to have been executed and delivered in the State of North Carolina regardless of where the parties may be located at the time of execution and shall be governed by and construed in accordance with the substantive laws of the State of North Carolina, excluding, however, the conflict of law provisions thereof.

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

The "Centura Index Rate" is one of the Bank's variable rate base indices for credit extensions and is set by Bank at its discretion based on the Bank's cost of funds and on the Bank's perception of market interest rate levels, trends and general economic conditions. It is not tied to any specific index published by any third party. It is not the same as and it is not tied to the Centura Prime Rate. It will typically be higher than the Centura Prime Rate.

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WAIVER

Each party waives presentment, demand, protest and notice of dishonor, waives any rights which they may have to require Bank to proceed against any other person or property, agrees that without notice to any party and without affecting any party's liability, Bank, at any time or times, may grant extensions of the time for payment or other indulgences to any party or permit the renewal, amendment or modification of this Note, the Loan Agreement or security instrument(s), or permit the substitution, exchange or release of any security for this Note and may add or release any party primarily or secondarily liable, and agrees that Bank may apply all moneys made available to it from any part of the proceeds from the disposition of any security for this Note either to this Note or to any other obligation of any of the parties to Bank, as Bank may elect from time to time.

PARTIES

Each signatory of this Note is herein sometimes referred to as "Party" or collectively as "Parties" and each agrees to be liable hereunder jointly and severally. This Note shall apply to and bind each party's heirs, personal representatives, successors and assigns and all persons (i.e., individuals and organizations) who become bound to this Note as a maker, endorser, surety, guarantor, or other obligor (whether primary or secondary) or debtor. All references in this Note to Bank shall include the holder hereof and this Note shall inure to the benefit of any holder, its successors and assigns. Each party waives and will not assert against any assignee any claims, defenses, set-offs or rights of recoupment which they or any of them could assert against Bank, except defenses which a party cannot waive. Each party acknowledges that Customer Numbers may be added to this Note at the places indicated after execution of this Note by the parties and that the information under the heading "BANK USE ONLY" may also be completed by Bank after execution of this Note by the parties. Each party agrees to Bank inserting Customer Numbers and the information under the heading "BANK USE ONLY" after execution of this Note by the party and that the insertion of such information shall not affect the validity of this Note or the liability of each party hereunder. In addition, in the event the date of the Note is omitted from the upper right corner on the first page hereof, each party consents that the Bank may insert the date for administrative purposes of identifying the Note and that this consent is without prejudice to any party's right to dispute the accuracy of the date so inserted. However, such insertion shall not affect the validity of this Note or the liability of each party hereunder.

PARTIES' DUE DILIGENCE

All parties hereto acknowledge and represent that they have relied upon their own due diligence in making their own independent evaluations of the purposes for which the proceeds of this Note will be used and the business affairs and financial condition of all parties hereto, and they will continue to be responsible for making their own appraisals of such matters. The parties hereto have not relied upon and will not hereafter rely upon Bank for such information for such appraisal or other assessment or review and, further, will not rely upon any such information which may now or hereafter be prepared by Bank for any appraisals regarding the purposes for which the proceeds of this Note will be used or the parties hereto.

CREDIT INVESTIGATION

The Bank is authorized to investigate from time to time the credit of each party and to answer questions relating to the Bank's credit experience with each party.

MASTER NOTE

If this Note is designated on its face as a MASTER NOTE, then this Note evidences a revolving line of credit under the Loan Agreement or security instrument(s) and each party shall be liable for only so much of the principal amount as shall be equal to the total of the amounts advanced to or for each party by the Bank from time to time less all payments made by or for each party and applied by the Bank to principal, and for interest on each advance, all as shown on Bank's books and records which shall be prima facie evidence of the amount owed.

GOVERNING LAW: This Note shall be deemed to have been executed and delivered in the State of North Carolina regardless of where the parties may be located at the time of execution and shall be governed by and construed in accordance with the substantive laws of the State of North Carolina, excluding, however, the conflict of law provisions thereof.

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

certification that a non-tangible record of this Note or any of the other aforementioned documents and agreements is a correct and complete copy or reproduction of the original, inscribed tangible form shall be conclusive, absent clear and convincing evidence of the ineffectiveness of said certification, and such non-tangible record or a reproduction thereof shall be deemed an original and have the same force and effect as the original, inscribed tangible form.

Executed as of the day and year first above stated.

The Brothers of NC, LLC

(Legal Name of Organization)

Customer #

By:

Name:

Title:

By:

Name:

Title:

(Legal Name of Individual)

Customer #

Print Legal Name

(Legal Name of Individual)

Customer #

Print Legal Name

BANK USE ONLY (THIS SECTION IS NOT A PART OF THIS NOTE)

For Real Estate Loans Only

City #

Branch #

Officer

Collateral Location Code

Comp. Call Code *

Purpose Code

Collateral Time Code

Loan Grade

CRA Code

SIC Code

Collateral Time Code

* Loans secured by real estate should have a Real Estate Comp. Call Code

Tied to Line ☐ Yes ☒ No

Revolving Note ☐ Yes ☒ No

Tax Free ☐ Yes ☒ No

SBA Guaranteed ☐ Yes ☒ No

Participation Purchased ☐ Yes ☒ No

Correspondent #

Amount Advanced \$

Effective Date

002

6.025*

GUARANTEED BY:

Name

Customer #

Notice

RAV

AUG 1 2 2001

Exhibit

Deborah Rice Marko

2059533

✓

100%

10-OP

AUG 1 5 2001

SWK

CL-19

Revised 6/30/01

TIAS Number correct
1660907029

SEP 12 2007

ARTICLES OF MERGER
LIMITED LIABILITY COMPANY

AUG - 3 2004

Mark Hammond 2
SECRETARY OF STATE

Mark Hammond
 TYPE FOR BRITAIN CAROLINA
 SECRETARY OF STATE CLEARLY IN BLACK INK
 Purchased to Section 23.44.005 of the

1. The name of the surviving or resulting limited liability company (or other surviving entity) is The Brothers of SC LLC

The surviving entity is a Limited Liability Company
Type of Entity

a. The Brothers of SC, LLC
Name
South Carolina
Jurisdiction of Formation

b. The Brothers of NC, LLC
Name
North Carolina
Jurisdiction of Formation

a. The Brothers of SC, LLC
Name of South Carolina Limited Liability Company
12/31/03
Date its articles of organization were filed

b. Name of South Carolina Limited Liability Company

Date its articles of organization were filed

4. The plan of merger has been approved and signed by each limited liability company and other entity that is to merge.

5. The effective date of merger is: July 15, 2004

8. If a South Carolina limited liability company is the surviving entity, specify in the following space such changes in its articles of organization as are necessary by reason of the merger

050401-5278

EXHIBIT

55

The Brothers of SC, LLC

Name of Limited Liability Company

7. If a party to the merger is a foreign limited liability company, specify the jurisdiction and date of filing of its initial articles or organization and the date when its application for authority was filed by the South Carolina Secretary of State or, if an application has not been filed, a statement to that effect.

a. The Brothers of NC, LLC
Name of foreign Limited Liability Company
2/27/98
Date its initial articles were filed
Application has not been filed
Date of filing of application for authority (or statement)

b. _____
Name of foreign Limited Liability Company

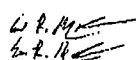
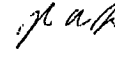
Date its initial articles were filed

Date of filing of application for authority (or statement)

8. ☐ Check this box if the surviving entity is not a South Carolina limited liability company. Since the surviving entity is not a South Carolina limited liability, it is agreed that the surviving entity (as specified in Item #1), may be served with process in South Carolina and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of any limited liability company previously subject to suit in South Carolina which is to merge, and for the enforcement, as provided in Chapter 44 of title 33, 1976 South Carolina Code of Laws, as amended, of the right of members of any limited liability company to receive payment for their interest against the surviving entity.

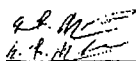
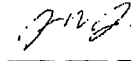
9. A copy of the plan of merger will be furnished by the surviving limited liability company (or other surviving entity), on request and without cost, to any member of any limited liability company or any person holding an interest in any person holding an interest in any other entity that is to merge.

Date 7/7/04

 
Signature

Name Capacity
The Brothers of NC, LLC
Name of Company or Entity

Date 7/7/04

 
Signature

Name Capacity
The Brothers of SC, LLC
Name of Company or Entity

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

SEP 12 2007

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

FILED

DEC 31 2003

ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

Mark Hammond
SECRETARY OF STATE

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to Sections 33-44-202 and 33-44-203 of the 1978 South Carolina Code of Laws, as amended

1 The name of the limited liability company which complies with Section 33-44-105 of the South Carolina Code of 1978, as amended is The Brothers of SC, LLC.

2 The address of the initial designated office of the Limited Liability Company in South Carolina is
17 State Street

Charleston City 29401
Street Address City Zip Code

3 The initial agent for service of process of the Limited Liability Company is
Deborah Rice-Marke Deborah Rice-Marke
Name Signature

and the street address in South Carolina for this initial agent for service of process is

17 State Street
Charleston City 29401
Street Address City Zip Code

4 The name and address of each organizer is

(a) Jason C. Lynch
Name
17 State Street Charleston
Street Address City
South Carolina 29401
State Zip Code

(b) _____
Name

Street Address City

State Zip Code

(Add additional lines if necessary)

5 ☐ Check this box only if the company is to be a term company. If so, provide the term specified

040604-0003

RECEIVED BY THE REGISTRAR OF DEEDS
HARRIS COUNTY, TEXAS
SEP 12 2007

The Brothers of SC, LLC
Name of Limited Liability Company

- 6 ☐ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each initial manager.

(a) _____
Name

Street Address City

State Zip Code

(b) _____
Name

Street Address City

State Zip Code

(c) _____
Name

Street Address City

State Zip Code

(d) _____
Name

Street Address City

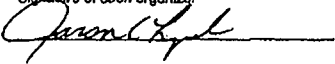
State Zip Code

(Add additional lines if necessary)

7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under section 33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members.

The Brothers of SC, LLC

Name of Limited Liability Company

- 8 Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time.
- 9 Set forth any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement.
10. Signature of each organizer

(Add Additional lines if necessary) Date 12/17/03

FILING INSTRUCTIONS

- 1 File two copies of this form, the original and either a duplicate original or a conformed copy.
- 2 If space on this form is not sufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of the space on the form.
- 3 This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.
Return to: Secretary of State
P.O. Box 11350
Columbia, SC 29211
- 4 The first annual report for a Limited Liability Company must be delivered to the Secretary of State between January first and April first of the calendar year after which the Limited Liability Company was organized or the foreign company was first authorized to transact business in South Carolina. Subsequent annual reports must be delivered to the Secretary of State on or before the fifteenth day of the fourth month following the close of the limited liability company's taxable year.

NOTE

THE FILING OF THIS DOCUMENT DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THIS CORPORATE NAME OR IN CONNECTION WITH ANY PRODUCT OR SERVICE. USE OF A NAME AS A TRADEMARK OR SERVICE MARK WILL REQUIRE FURTHER CLEARANCE AND REGISTRATION AND BE AFFECTED BY PRIOR USE OF THE MARK. FOR MORE INFORMATION, CONTACT THE TRADEMARKS DIVISION OF THE SECRETARY OF STATE'S OFFICE AT (803) 734-1728.

Form Revised by South Carolina
Secretary of State, January 2000

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

SEP 12 2007

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NOTICE OF CHANGE OF (1) DESIGNATED OFFICE,
(2) AGENT FOR SERVICE OF PROCESS, OR
(3) ADDRESS OF AGENT
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Section 33-44-109 of the South Carolina Code of Laws, as amended, the limited liability company submits the following statement of change

- 1 The name of the limited liability company is THE BROTHERS OF SC, LLC
- 2 The limited liability company is (check either "a" or "b," whichever is applicable)
 - ☒ a. A South Carolina limited liability company
 - ☐ b. A foreign limited liability company authorized to transact business in South Carolina
- 3 (a) The street address of the current designated office in South Carolina is
17 STATE STREET
Street Address
CHARLESTON CHARLESTON 29401
City County Zip Code
- (b) The name of the company's current agent for service of process is
DEBORAH RICE-MARKO
Name
- (c) The street address of the current agent for service of process in South Carolina is
17 STATE STREET
Street Address
CHARLESTON 29401
City Zip Code
- 4 ☒ The company is changing the address of the agent for service of process
The street address to which agent for service of process in South Carolina is to be changed is
32 SOUTH BATTERY
Street Address
CHARLESTON 29401
City Zip Code

060302-0288 FILED 02/18/2008
BROTHERS OF SC, LLC THE

Filing Fee \$10.00 ORIG

Mark Hammond

South Carolina Secretary of State

THE BROTHERS OF SC, LLC

Name of Limited Liability Company

- 5 ☒ The company is changing the address of its designated office

The address to which the designated office in South Carolina is to be changed is

32 SOUTH BATTERY

Street Address

CHARLESTON

City

29401

Zip Code

- 6 ☐ The company is changing its agent for service of process

The name of the new agent for service of process is

Name

Signature of new agent

- 7 Unless a delayed date is specified, this application will be effective when endorsed for filing by the Secretary of State
Specify any delayed effective date and time _____

Date 2/10/2006

Signature

John E. Marko, Jr.

Name

Member

Capacity

FILING INSTRUCTIONS

- 1 File two copies of this form, the original and either a duplicate original or a conformed copy
- 2 If space on this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this form by computer disk which will allow additional space to be included in the form
- 3 If management of the foreign limited liability company is vested in a manager, a manager shall execute this notice of change. If management is vested in the members, a member shall execute this notice of change. Specify in which capacity the person is signing
- 4 This form must be accompanied by the filing fee of \$10.00 payable to the Secretary of State

Return to Secretary of State
P.O. Box 11350
Columbia, SC 29211

LOC CHANGE OF OFFICE-AGENT FOR SERVICE OF PROCESS OR ADDRESS OF AGT.doc

Form Revised by South Carolina
Secretary of State, January 2000

EXHIBIT A

ALL AND SINGULAR, that certain piece, parcel or lot of land, situate, lying and being in Dogwood Neck Township, School District Eight, County and State aforesaid, and being more particularly described as Lot 24, Dunes Ocean Front Development, Phase III, as shown on a map prepared by Associated Land Surveyors dated October 15, 1998, and recorded December 3, 1998, in Plat Book 159, at page 126, in the Office of the ROD for Horry County, South Carolina, reference to which is craved as forming a part of these presents.

OCEANFRONT PROPERTY DISCLOSURE STATEMENT. Pursuant to SC Code Ann. Section 48-39-330 (1988 Supp.), the owner discloses that the property or a portion thereof is or may be subject to statutory regulation imposed by the South Carolina Coastal Zone Act of 1977, S.C. Code Sections 48-39-10, et seq. (1988 Supp.), as amended by The South Carolina Beach Management Act, S.C. Code Ann. Sections 49-39-270 et seq. (1988 Supp.).

This is the same property conveyed to The Brothers of NC, LLC, by deed of W. Thomas Fickling dated July 17, 2000, and recorded July 31, 2000, in Book 2286, page 051, of the ROD Office of Horry County, S.C.

TMS Number 166-09-07-029

Bank Use Only: Customer Number _____
Account Number _____

RBC Bank

Amended and Restated Promissory Note (Variable Rate - NPF)

\$1,087,495.68

Charleston, South Carolina
July 15, 2011

This Note amends and restates that certain Commercial Note dated August 7, 2001, made by Borrower, as the successor in interest to The Brothers of NC, LLC, in favor of Bank (as successor in interest to Centura Bank) in the original principal amount of \$1,100,000 (as amended, modified, replaced or restated prior to the date hereof, the "Original Note")

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to RBC BANK (USA) ("Bank"), or order, the principal sum of One Million Eighty-Seven Thousand Four Hundred Ninety-Five and 68/100 Dollars (\$1,087,495.68), together with interest, fees, premiums, charges and costs and expenses as set forth in this Note. Payments by Borrower under this Note will be made as provided in this Note and will be payable at any banking office of Bank in the city or town indicated above, or such other place as the holder of this Note may designate.

Interest Rates

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

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

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

All interest payable under this Note will be calculated monthly and will accrue daily on the basis of the actual number of calendar days elapsed and a year of three hundred sixty (360) calendar days. All accrue

interest under this Note will be contract rates of interest, whether a pre-default rate or a default rate, and references to contract rates in any Loan Documents executed and delivered by Borrower or others to Bank in connection with this Note will be to such contract rates.

Payment Terms

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

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

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

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

Supporting Documents

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

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

Late Charges and Expenses

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

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

Default and Acceleration

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

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

General Terms

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

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

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

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

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

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

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

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

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

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

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

Anti-Money Laundering

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

Definitions

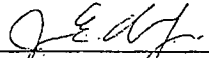
In this Note: (1) "Borrower" refers to all signatories of this Note collectively and severally, as the context of this Note requires, and all signatories of this Note will be and the same are jointly and severally liable hereunder; (2) "Loan" refers to the loan or other credit facility evidenced by this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

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

Notice -Waiver of Right of Appraisal

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

THE BROTHERS OF SC, LLC

By:  [SEAL]
Name: John E. Marko, Jr.
Title: Member

RBC Centura

ORIGINAL

UNCONDITIONAL GUARANTY AGREEMENT - CONTINUING

GA

Customer No. _____
Loan (Note) No. _____

- ☒ Unlimited
- ☐ Subject to the qualifications below.
Limited to principal amount of \$ _____

THIS UNCONDITIONAL GUARANTY AGREEMENT ("Guaranty Agreement"), entered into as of the 28th day of December 2001, by John Edward Marko, Jr. ("Guarantor," whether one or more) with a mailing address as set forth below, to RBC CENTURA BANK ("Bank"), with a mailing address of Post Office Box 300, Rocky Mount, North Carolina 27802.

A. The Brothers of NC, LLC ("Customer," whether one or more) desires to obtain extensions of credit and/or a continuation of credit extensions and/or to engage in business transactions and enter into various contractual relationships and otherwise to deal with Bank.

B. Bank is unwilling to extend or continue to extend credit to and/or to engage in business transactions and enter into various contractual relationships with, and otherwise to deal with Customer unless it receives an unconditional and continuing, joint and several guaranty from Guarantor covering all "Obligations of Customer," as hereinafter defined.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Guarantor, and in order to induce Bank, from time to time, in its sole discretion, to extend or continue to extend secured and/or unsecured credit to Customer and/or to engage in business transactions and enter into various contractual relationships with Customer, including, without limitation, contractual relations involving (1) the lease and/or sale of real, personal and/or mixed property to Customer, whether under installment, conditional, land or other types of contracts or agreements, (2) the purchase or discount of acceptances, (3) accounts, (4) chattel paper, both tangible and electronic, (5) contracts and contract rights, (6) drafts, (7) documents, (8) payment intangibles and other general intangibles, (9) investment property and other financial assets, (10) letters-of-credit and letter-of-credit rights, (11) purchase money security agreements, (12) promissory notes and other instruments, (13) deposit accounts, (14) commercial and other types of tort claims, (15) supporting obligations, including guarantees, and/or (16) other evidences of indebtedness, liabilities, claims and/or obligations (with or without recourse, oral, written/tangible or electronic) upon which Customer, jointly or severally, is or may be liable as maker, co-maker, endorser, acceptor, guarantor, surety or otherwise, and to otherwise deal with Customer, Guarantor, jointly and severally, if more than one, hereby absolutely and unconditionally guarantees to Bank, its successors and assigns, the due and punctual payment of all indebtedness, liabilities and other obligations of Customer owing to Bank and all claims of Bank against the Customer, whether now existing or hereafter arising, primary or secondary, whether by way of endorsement or by some other manner or method, arising out of contract, tort or otherwise, created directly with Bank or acquired by Bank through assignment, endorsement or otherwise, matured or unmatured, absolute or contingent, joint or several, secured or unsecured, monetary or nonmonetary, liquidated or unliquidated, as and when the same become due and payable (whether by acceleration or otherwise), in accordance with the terms of any promissory notes or other instruments, chattel paper, documents, payment intangibles or other general intangibles, accounts, letters of credit, supporting obligations (to include guarantees), loan agreements, credit agreements, security agreements, pledge agreements, deeds of trust, mortgages, assignments, control agreements, leases or other rental agreements (both real and personal), land contracts or other contracts relating to real and/or personal property and/or property rights or any other record or evidence of an indebtedness, liability, claim or other obligation (whether oral, written or tangible, electronic or in some other medium, including all amendments, modifications, renewals, extensions, replacements and/or substitutions thereof and therefor) all indebtedness, liabilities and other obligations of the Customer to Bank and claims of Bank against Customer, now existing or hereafter arising, including all of the foregoing, being hereinafter collectively termed "Obligations of Customer"; provided, however, that the maximum liability, jointly and severally, of Guarantor under this Guaranty Agreement, at any one time outstanding, with respect to the aggregate principal amount of the Obligations of Customer shall not exceed the amount stated above under the heading of this Guaranty Agreement (if no amount is stated, the joint and several liability of Guarantor under this Guaranty Agreement is and the same shall be unlimited), plus all due and unpaid interest and/or finance charges (to include default interest), late payment fees and other fees and charges, prepayment premiums and all costs and expenses payable and/or incurred in connection with all or any of the foregoing Obligations of Customer, including, without limitation, reasonable attorney's fees of Bank and reasonable fees of accountants, appraisers, adjusters, engineers, surveyors and other professionals employed and/or retained by or on behalf of Bank in connection with all or any of the Obligations of Customer.

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

Section 1. Guaranty of Payment. This guaranty is and shall remain an unconditional and continuing guaranty of payment and not of collection, shall remain in full force and effect irrespective of any interruption in the business or other dealings and relations of Customer with Bank and shall apply to and guarantee the due and punctual payment of all Obligations of Customer due by Customer to Bank. To that end, Guarantor hereby expressly waives any right to require Bank to bring any action against Customer or any other person or to require that resort be had to any security or to any balance of any deposit or other account or debt or credit on the books of Bank in favor of Customer or any other person and, without limiting the generality of the foregoing, undersigned Guarantor herewith expressly waives any right Guarantor otherwise might have or might have had under the provisions of Section 26-7 of the North Carolina General Statutes, et seq. and/or other North Carolina laws to require Bank to attempt to recover against Customer and/or to realize upon any securities or collateral security which Bank holds for the Obligations of Customer. Any Guarantor may, by a written notice, delivered personally to or received by certified or registered United States Mail by an officer of Bank responsible for the management of the Obligations of Customer guaranteed hereby and authorized to grant such approval, at the address of Bank first above given, terminate their guaranty hereunder with respect to all Obligations of Customer incurred or contracted by Customer, acquired by Bank, or otherwise arising more than thirty (30) business days after the date on which such written notice is so delivered to or received by said Bank officer. Such written notice of termination shall be the sole and exclusive method for terminating this guaranty as to future Obligations of Customer and notwithstanding termination, this Guaranty Agreement and the guaranty created hereby and all security given for this guaranty and/or the Obligations of Customer shall remain in full force and effect as to all Obligations of Customer incurred, existing, or arising in any manner pre-termination, including, without limitation, all Obligations of Customer arising under loan commitments which exist pre-termination, all Obligations of Customer under lines of credit and/or revolving lines of credit for advances both pre- and post-termination and all Obligations of Customer arising from renewals or extension of the Obligations of Customer, in whole or in part, whether such renewals or extensions are made before or after the effective date of such termination, and with or without notice to Guarantor, and for replacements or substitutions therefor, or amendments or modifications thereof.

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EXHIBIT

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

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

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

2. Release or Surrender of Rights. Guarantor consents and agrees that Bank may at any time, or from time to time, in its sole discretion: (1) renew, extend or otherwise change the time of payment and/or the manner, place or terms of payment of any or all of the Obligations of Customer or otherwise modify the Obligations of Customer; (2) grant indulgences generally from time to time to the Customer and/or any other person liable for the Obligations of Customer; (3) exchange, release and/or surrender all or any of the collateral security, or any part thereof, by whomsoever deposited, which is or may hereafter be held by it or in which it has a lien or security interest in connection with all or any of the Obligations of Customer and/or any liabilities or obligations of Guarantor hereunder; (4) sell or otherwise dispose of and/or purchase all or any of such collateral at public or private sale, or to or through any securities intermediary, and after deducting all costs and expenses of every kind for collection, preparation for sale, sale or delivery, the net proceeds of any such sale(s) or other disposition may be applied by Bank upon all or any of the Obligations of Customer; (5) settle or compromise with the Customer, any insurance carrier and/or any other person liable thereon, any and all of the Obligations of Customer, and/or subordinate the payment of all or any part of same, to the payment of any other debts or claims, which may at any time be due or owing to Bank and/or any other persons, all in such manner and upon such terms as Bank may deem proper and/or desirable, and without notice to or further assent from Guarantor, it being agreed that Guarantor shall be and remain bound by this Guaranty Agreement, irrespective of the existence, value or condition of any collateral, or the impairment of any collateral (to include, without limitation, due to any failure to perfect a security interest in collateral), or the unenforceability of any of the Obligations of Customer or the discharge or release of Customer from liability for any of the Obligations of Customer and notwithstanding any such change, exchange, settlement, compromise, surrender, release, sale or other disposition, application, renewal or extension and notwithstanding also that the Obligations of Customer may at any time exceed the aggregate principal sum hereinabove prescribed (if any such limiting sum appears). If Bank should request Guarantor to consent to any of the foregoing, such request and/or consent by Guarantor shall not constitute a waiver by Bank of the provisions of this Section which permit such actions without Guarantor's consent, nor of any other provision of this Guaranty Agreement relating to acts or inactions of Bank and such request and/or consent shall not create a course of dealing between Bank and Guarantor that would require the consent of Guarantor to any of the foregoing in the future. Furthermore, this Guaranty Agreement shall not be construed to impose any obligation on Bank to extend or continue to extend credit or otherwise deal with Customer at any time.

3. Waiver of Default. No waiver by Bank of any default by Guarantor or Customer shall operate as a waiver of any other default or of the same default on a future occasion and no waiver by Bank shall limit Guarantor's liability under this Guaranty Agreement or negatively affect the validity and enforceability of this Guaranty Agreement in accordance with its stated terms.

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

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

2. Application of Moneys. All moneys available to and/or received by Bank for application toward payment of (or reduction of) the Obligations of Customer may be applied by Bank to such individual debts in such manner, and apportioned in such amounts and at such times, as Bank, in its sole discretion, may deem suitable or desirable.

3. Security; Set-off. As security for any and all liabilities of Guarantor hereunder, now existing or hereafter arising, Guarantor hereby grants Bank a security interest in any and all moneys, furniture, fixtures, equipment and inventory, documents, investment property and other financial assets, promissory notes and other instruments, chattel paper, accounts, payment intangibles and other general intangibles, deposit accounts, supporting obligations, including guarantees, letters-of-credit and letters-of-credit rights and any and all other forms of property, whether real, personal or mixed, and any right, title or interest of Guarantor therein or thereon and/or the proceeds thereof, which have been or may hereafter be, deposited or left with Bank (or with any agent or other third party acting on Bank's behalf) by or for the account or credit of Guarantor, including, without limitation, any property in which Guarantor may have an interest; and Bank shall not have any obligation or responsibility to protect and/or preserve said property against the rights of prior third persons having an interest therein. Bank shall not have any obligation to provide information to third persons relative to Bank's aforementioned security interests, this Guaranty Agreement or otherwise with respect to Guarantor, and Bank shall not have any obligation to subordinate its aforementioned security interests to the interests of any third persons or to enter into control agreements relative to said property. Furthermore, where any obligation of Guarantor is due and unpaid Bank hereunder, Bank is herewith authorized to exercise its right of set-off or "bank lien" as to any demand, checking, time, savings, or other deposit accounts of any nature maintained in and with it by Guarantor, without advance notice. Such right of set-off shall also be applicable and exercised by Bank, in its sole discretion, where Bank is indebted to any Guarantor by reason of any certificate of deposit, bond, instrument or otherwise. Bank also is granted and shall otherwise have recoupment rights and may exercise such recoupment rights where any obligation of Guarantor is due and unpaid Bank hereunder. If Guarantor and/or others have executed and delivered to Bank any separate deeds of trust, security agreements, assignments or other security documents in connection with this Guaranty Agreement, the property and property rights therein described shall secure this Guaranty Agreement and Guarantor's payment and performance obligations hereunder to the extent and all as provided herein and in said separate security documents. If Guarantor and/or others have so executed and delivered security documents as aforesaid, some or all of them may be listed and/or described on Exhibit A attached hereto, but, the failure of any or all of such security documents to be listed or described shall not limit this Guaranty Agreement, the effectiveness and enforceability of any security documents not listed and/or described on Exhibit A or the liabilities of Guarantor and others hereunder and/or under such security documents. Guarantor irrevocably authorizes Bank to file such financing statements as may be necessary to protect, in Bank's opinion, Bank's security interests and liens in the aforementioned property and any other property of Guarantor in which Bank holds security interests and liens and, to the extent Bank deems necessary or appropriate, to sign the name of Guarantor with the same force and effect as if signed by Guarantor and to make public in financing statements and other public filings such information regarding Guarantor as Bank deems necessary or appropriate, including, without limitation, federal tax identification numbers, social security numbers and other identifying information; agrees that all financing statements filed by Bank shall be binding on Guarantor; agrees to pay the cost and expenses associated with the filing of all financing statements filed by Bank in connection with Bank's security interests and liens as aforesaid; and agrees that all references to financing statement or financing statements shall include original (or initial), continuation, amendment, release, termination and other forms or types of statements permitted to be filed or recorded pursuant to the

Uniform Commercial Code as enacted from time to time in the jurisdiction whose substantive laws govern this Guaranty Agreement, or as appropriate and applicable in Bank's opinion, the jurisdiction whose substantive laws govern the perfection of security interests and liens in the aforementioned property.

Section 5. Financial Information on Guarantor; Bank's Records Controlling. Guarantor shall provide Bank with such financial information as Bank may from time to time request. Any statement of account or records that bind the Customer shall be binding against the Guarantor and the records of Bank maintained in the ordinary course of its business with respect to the Obligations of Customer shall be binding on Guarantor in all respects, including, without limitation, the extent and nature of the Obligations of Customer and the liabilities of Guarantor under this Guaranty Agreement. Bank is irrevocably authorized by Guarantor to make or have made such credit investigations as it deems appropriate to evaluate Guarantor's credit, personal or financial standing and employment, and Guarantor authorizes Bank to share with consumer reporting agencies, creditors and others its experiences with Guarantor and other information in Bank's possession relative to Guarantor.

Section 6. Customer's Entity Status.

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

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

Section 7. Guarantor's Waiver of Rights.

1. Subordination of Customer's Debts to Guarantor. In the event that Guarantor shall advance or become obligated to pay any sums under this Guaranty Agreement, or in the event that Customer or any owner of property in which Bank has been granted a lien or security interests to secure the Obligations of Customer is now or shall hereafter become indebted to Guarantor, Guarantor agrees that the amount of such indebtedness and all interest thereon shall at all times be subordinate as to lien, times of payment and in all other respects to all sums at any time owing to Bank with respect to the Obligations of Customer and that Guarantor shall not be entitled to enforce or receive payment on account of such other indebtedness until all sums owing to the Bank have been paid in full.

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

3. Waiver of Subrogation. Guarantor expressly waives, for Bank's benefit and the benefit of Customer and any other guarantor, maker or endorser of the Obligations of Customer, any and all rights of recourse against Customer, or any other guarantor, maker, or endorser of the Obligations of Customer, or property or assets of the same, arising out of any payment made under or pursuant to this Guaranty Agreement, including any claim of subrogation, reimbursement, exoneration, contribution or indemnity that Guarantor may have against the Customer, any other guarantor, or maker or endorser of the Obligations of Customer. Guarantor will not enter into any contract or agreement in violation of the provisions hereinabove, and any such purported contract or agreement shall be void ab initio.

Section 8. Events of Default; Remedies.

1. Events of Default. Guarantor shall be in default under this Guaranty Agreement upon the happening of any of the following events, circumstances or conditions, or the occurrence of an event which, with the giving of notice or a lapse of time, or both, would become an event of default hereunder, to wit:

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

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

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

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

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

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

(g) if Bank should otherwise deem itself, any security interests, its collateral or property, or the Obligations of Customer

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guaranteed hereby and hereunder and/or the liability of Guarantor hereunder unsafe or insecure, or should Bank, in good faith, believe that the prospect of payment or other performance by Customer and/or Guarantor is impaired.

2. Remedies. Upon the occurrence of any of the foregoing events, circumstances, or conditions of default set forth in Section 8.1 above, at Bank's option, all of the obligations evidenced or created herein and secured or guaranteed hereby shall immediately be due and payable without notice. Furthermore, Bank shall then have all of the rights and remedies granted hereunder, all of the rights and remedies of a secured party and/or holder-in-due course under the North Carolina Uniform Commercial Code, as the same is in effect from time to time, and/or all rights and remedies otherwise afforded in law and in equity under other laws of the State of North Carolina.

Section 9. Miscellaneous.

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

2. No Reliance by Guarantor on Bank. Guarantor warrants and covenants that Guarantor has made such inquiries as Guarantor deems necessary in order to ascertain the financial condition of Customer, and has, in fact, ascertained the financial condition of Customer and is satisfied with such financial condition, that Guarantor has adequate means to obtain from Customer, on a continuing basis, information concerning the financial condition of Customer, and that Guarantor has not relied, and will not rely, on Bank to provide such information, now or in the future.

3. Payment of Expenses. Without limiting any other provision of this Guaranty Agreement relating to Guarantor's payment of costs and expenses incurred by or on behalf of Bank, but in addition thereto, Guarantor shall pay to Bank on demand any and all costs and expenses, including legal expenses and attorney's fees in the amount of 12% of the outstanding amount of the Obligations of Customer, incurred or paid by or on behalf of Bank in protecting its interest in any collateral securing this Guaranty Agreement or in collecting any amount payable hereunder or in enforcing or protecting its rights hereunder, together with interest thereon at the highest contract rate prescribed in the Obligations of Customer from the date paid or incurred by or on behalf of Bank until such costs and expenses are paid by Guarantor. All sums so paid and expended by Bank, and the interest thereon, shall be added to the amounts payable under this Guaranty Agreement.

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

5. Waiver of Statute of Limitations. Guarantor hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations or repose as a defense to enforcement by Bank of its rights and remedies under this Guaranty Agreement or as a defense to the validity and enforceability of this Guaranty Agreement.

6. Jurv. Venue, Jurisdiction. This Guaranty Agreement shall be deemed to have been executed and delivered in North Carolina regardless of where the signatories may be located at the time of execution and shall be governed by and construed in accordance with the substantive laws of the State of North Carolina, excluding, however, the conflict of law provisions thereof. Guarantor:

(a) to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Guaranty Agreement and/or any of the Obligations of Customer;

(b) irrevocably submits to the jurisdiction of either the Superior Courts of North Carolina located in Nash County, North Carolina or the United States District Court for the Eastern District of North Carolina over any action or proceeding arising from or related to this Guaranty Agreement and/or any of the Obligations of Customer;

(c) irrevocably waives, to the fullest extent Guarantor may effectively do so, the defense of improper venue and/or an inconvenient forum to the maintenance of any such action or proceeding; and

(d) agrees that the exclusive forum for any legal action or proceeding against Bank, or any of Bank's directors, officers, employees, agents or property, concerning any matter arising out of or relating to this Guaranty Agreement and/or any of the Obligations of Customer shall be in the Superior Courts of North Carolina located in Nash County, North Carolina.

Nothing in this Section shall affect or impair Bank's right to serve legal process in any manner permitted by law or Bank's right to bring any action or proceeding against Guarantor or Guarantor's property in the courts of any other jurisdiction.

7. No Usury. Anything contained herein to the contrary notwithstanding, if for any reason the effective rate of interest on any of the Obligations of Customer should exceed the maximum lawful contract rate, the effective rate of such obligations shall be deemed reduced to and shall be such maximum lawful contract rate, and any sums of interest which have been collected in excess of such maximum lawful contract rate shall be applied as a credit against the unpaid principal balance due on the Obligations of Customer, or hereunder.

8. No Illegal Provisions. Wherever possible each provision of this Guaranty Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty Agreement.

9. Joint and Several Liability; Use of Terms. If more than one person has signed this Guaranty Agreement, such parties are jointly and severally obligated hereunder. Further, use of the masculine or neuter pronoun herein shall include the masculine, feminine or neuter, and also the plural. The term "Guarantor," as used herein, shall (if signed by more than one person) mean the "Guarantors and each of them." If any Guarantor shall be a partnership, the obligations, liabilities and agreements on the part of such Guarantor shall remain in full force and effect and fully applicable notwithstanding any changes in the individuals composing the partnership. Further, the term "Guarantor" shall include in such event any altered or successive partnerships, it being also understood that the predecessor partnership(s) and their partners shall not thereby be released from any obligations or liabilities hereunder. Terms used in this Guaranty

Agreement which are not defined herein shall have the meaning ascribed thereto in the Uniform Commercial Code as it is enacted in the jurisdiction whose substantive laws govern this Guaranty.

10. Successors and Assigns. This Guaranty Agreement shall be binding upon Guarantor, and the heirs, executors, administrators, successors and assigns of Guarantor; and it shall inure to the benefit of, and be enforceable by Bank, and its successors, transferees and assigns and Guarantor waives and will not assert against any assignee any claims, defenses, set-offs or rights of recoupment which Guarantor could assert against Bank, except defenses which Guarantor cannot waive. The death of Guarantor shall not terminate any liability hereunder. This Guaranty Agreement shall remain in force after Guarantor's death until written notice of termination, sent by a legal representative of Guarantor, is received by Bank as set forth in Section 1 above and such termination shall be limited as provided in Section 1 above.

11. Entire Agreement. This Guaranty Agreement constitutes the entire agreement between the parties with respect to this guaranty, and no waivers or modifications shall be valid unless they are in writing and duly executed by the party to be charged thereby, and further expressly approved in writing by an officer of Bank responsible for the management of the Obligations of Customer guaranteed hereby and authorized to grant such approval. Notwithstanding the foregoing, in the event any provision of this Guaranty Agreement should be left blank or incomplete, Guarantor hereby authorizes and empowers Bank to supply and complete the necessary information to complete or fill in the blank provision and Bank, or any other holder hereof, may correct patent errors in this Guaranty Agreement. Bank is authorized to maintain, store and otherwise retain this Guaranty Agreement, any separate security documents and other agreements executed or delivered or to be executed or delivered by Guarantor or others on Guarantor's behalf to Bank in their original, inscribed tangible form or a record thereof in an electronic medium or other non-tangible medium which permits such record to be retrieved in a perceivable form; and a record of this Guaranty Agreement and such other documents and agreements in a non-tangible medium which is retrievable in a perceivable form shall be the agreement of Guarantor and others on Guarantor's behalf, as applicable, to the same extent as if this Guaranty Agreement and such other documents and agreements were in their original, inscribed tangible medium and such a record shall be binding on and enforceable against Guarantor and such others notwithstanding the same are in a non-tangible form and notwithstanding the signatures of the signatories thereof are electronic, typed, printed, computer generated, facsimiles or other reproductions, representations or forms. Bank's certification that a non-tangible record of this Guaranty Agreement or any of the other aforementioned documents and agreements is a correct and complete copy or reproduction of the original, inscribed tangible form shall be conclusive, absent clear and convincing evidence of the incorrectness of said certification, and such non-tangible record or a reproduction thereof shall be deemed an original and have the same force and effect as the original, inscribed tangible form.

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

13. Guarantor's Acknowledgement. Guarantor acknowledges that Guarantor has read this Guaranty and fully understands the rights granted to Bank herein, and the waiver of rights of Guarantor. Guarantor further acknowledges that each of the terms contained herein is a material inducement to Bank to extend credit to the Customer and is necessary in order for the Bank to fully realize the benefits of Bank's bargained for agreement with the Customer and Guarantor. Guarantor: (1) represents to Bank the information contained in this Guaranty Agreement is true and correct; (2) agrees to promptly notify Bank in writing of any changes therein or any inaccuracies therein, such notification to be addressed to Bank at Bank's address set forth herein; and (3) acknowledges that Bank is relying upon the information being complete, accurate and correct and that Bank is under no obligation to make an independent investigation with respect to the accuracy and correctness thereof and has not made an independent investigation regarding same. In furtherance of the foregoing, but without limiting the foregoing, Guarantor represents: (1) Guarantor's name as shown in this Guaranty Agreement is correct and if Guarantor is not a natural person, Guarantor's name as used in this Guaranty Agreement is identical to and exactly as the same is stated on Guarantor's organizational documents currently on file in Guarantor's jurisdiction of organization; (2) Guarantor's tax identification number or other identification number as set forth in this Guaranty Agreement is correct; (3) Guarantor's mailing address and place of business/residence (if more than one place of business/residence, Guarantor's chief executive office or primary residence) as set forth in this Guaranty Agreement are correct, as well as information provided to Bank on Guarantor's jurisdiction of organization if Guarantor is not a natural person; and (4) if Guarantor is not a natural person, Guarantor is currently in good standing in the jurisdiction of Guarantor's organization.

IN WITNESS WHEREOF, this Guaranty is executed on the day and year first above written.

(Guarantor - Legal Name of Organization)

By: _____
Name: _____
Title: _____

Street Address _____ City _____

County _____ State _____ Zip _____

Organization Type _____ Jurisdiction of Organization _____

Chief Executive Office _____ ☐ NONE

Jurisdiction Organization # _____

(Guarantor - Legal Name of Individual)

John Edward Marko, Jr.
Print Legal Name
2310 Brandt Trace Farm Road Greensboro
Street Address City
Guilford NC 27455
County State Zip

(Guarantor - Legal Name of Individual)

Print Legal Name _____
Street Address _____ City _____
County _____ State _____ Zip _____

Customer No. 2577364
Loan No. _____

RBC Centura

Commercial Promissory Note (SD - F&V)

\$4,900,000.00

Charleston, South Carolina
October 11, 2007

Master Note

FOR VALUE RECEIVED, the undersigned THE BROTHERS OF SC, LLC, a South Carolina limited liability company (whether one or more, "Borrower") promises to pay to RBC CENTURA BANK ("Bank"), or order, the sum of Four Million Nine Hundred Thousand and No/100 Dollars (\$4,900,000.00), or so much thereof as shall have been disbursed from time to time and remains unpaid, together with interest at the rate and payable in the manner hereinafter stated. Principal and interest shall be payable at any banking office of Bank in the city or town indicated above, or such other place as the holder of this Note may designate.

Article I. Interest Rate.

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

Section 1.2. Interest Rates.

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

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

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EXHIBIT

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

1.2.3. Calculation of Interest. All interest payable under this Note shall accrue daily on the basis of the actual number of days elapsed and a year of three hundred sixty-five (365) days. In computing the number of days during which interest accrues, the day on which funds are initially advanced shall be included regardless of the time of day such advance is made, and the day on which funds are repaid shall be included unless repayment is credited prior to close of business. Payments in federal funds, immediately available in the place designated for payment, received by Bank prior to 2:00 p.m. local time at said place of payment, shall be credited as if received prior to close of business on the day the funds are immediately available; while other payments, at the option of Bank, may not be credited until such payments are immediately available to Bank, in federal funds, in the place designated for payment, prior to 2:00 p.m. local time at said place of payment on a day on which Bank is open for business.

1.2.4. Variable Rate; Calculation of Interest.

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

1.2.4.2. Calculation of Interest. All interest payable under this Note shall accrue daily and be calculated on the basis of the actual number of days elapsed and a year of three hundred sixty-five (365) days. In computing the number of days during which interest accrues, the day on which funds are initially advanced shall be included regardless of the time of day such advance is made, and the day on which funds are repaid shall be included unless repayment is credited prior to close of business. Payments in federal funds, immediately available in the place designated for payment, received by Bank prior to 2:00 p.m. local time at said place of payment, shall be credited as if received prior to close of business on the day the funds are immediately available; while other payments, at the option of Bank, may not be credited until such payments are immediately available to Bank, in federal funds, in the place designated for payment, prior to 2:00 p.m. local time at said place of payment on a day on which Bank is open for business.

Article II. Payment Terms.

Section 2.1. Interest Payment Terms. Payments under this Note include an interest component and a principal component. The principal component is set forth in Section 2.2 below. The interest component shall be paid as follows: interest shall be payable monthly, in arrears, beginning November 11, 2007, and continuing on the same calendar day of each consecutive month thereafter until the Maturity Date, when all accrued but unpaid interest is due and payable in full.

Section 2.2. Principal Payment Terms; Maturity Date. As stated in Section 2.1 above, payments under this Note include an interest component and a principal component. The interest component is set forth in Section 2.1 above. The principal component shall be paid as follows: All principal shall be payable in one single payment on October 11, 2009 (herein referred to as the "Maturity Date").

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

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

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

Article III. Loan Agreement and Security.

Section 3.1. Loan Agreement. The loan evidenced by this Note was made pursuant to a commitment letter ("Commitment Letter") from Bank to Borrower dated September 1, 2007. Borrower and Bank have entered into a loan agreement dated of even date herewith ("Loan Agreement"). Borrower shall perform and abide by, as and when so required, each and all of the covenants, terms and conditions imposed upon or applicable to Borrower in the Commitment Letter and all security documents and other agreements referenced in the Commitment Letter, as well as the Loan Agreement and all security documents and other agreements referenced in the Loan Agreement.

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

Article IV. Default and Acceleration.

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

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

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

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

Article V. Miscellaneous.

Section 5.1. Use and Application of Terms. To the end of achieving the full realization by Bank of its rights and remedies under this Note, including payment in full of the loan evidenced hereby, in using and applying the various terms, provisions and conditions in this Note, the following shall apply: (1) words in the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular numbered meaning include the plural number, and vice versa; (2) words importing persons include firms, companies, associations, general partnerships, limited partnerships, limited liability partnerships, limited liability limited partnerships, limited liability companies, trusts, business trusts, corporations and legal entities, including public and quasi-public bodies, as well as individuals; (3) the term "Note" refers to this Commercial Promissory Note, the term "loan document" refers to this Note, the Commitment Letter, the Loan Agreement (if any) and any security documents and other documents and agreements executed and delivered to Bank or others on Bank's behalf in connection with this Note, and the term "Borrower" refers to all signatories of this Note collectively and severally, as the context of this Note requires, and all signatories of this Note shall be and the same are jointly and severally liable hereunder; (4) as the context requires, the word "and" may have a joint meaning or a several meaning and the word "or" may have an inclusive meaning or an exclusive meaning; (5) the term "subsidiary" means any registered organization or other organization (i) the majority (by number of votes) of the outstanding voting interests of which is at the time owned or controlled by Borrower, or by one or more subsidiaries of Borrower, or Borrower and one or more subsidiaries of Borrower, or (ii) otherwise controlled by or within the control of Borrower or any subsidiary; (6) the Commitment Letter and the other loan documents shall be applied and construed in harmony with each other to the end that Bank is ensured repayment of the loan evidenced by this Note in accordance with the terms of this Note and such other loan documents, and this Note and the other loan documents shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Note or any of the other loan documents; (7) Bank does not intend to and shall not reserve, charge or collect interest, fees or charges hereunder in excess of the maximum rates or amounts permitted by applicable law and if any interest, fees or charges are reserved, charged or collected in excess of the maximum rates or amounts, it shall be construed as a mutual mistake, appropriate adjustments shall be made by Bank and to the extent paid, the excess shall be returned to the person making such a payment; and (8) wherever possible each provision of this Note shall be interpreted and applied in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under such law, or the application thereof shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Note, or the application thereof shall be in a manner and to an extent permissible under applicable law.

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

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

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

Section 5.4. Right of Set-off; Recoupment. Upon the occurrence of an Event of Default, or the occurrence of an event which, with the giving of notice or a lapse of time, or both, would become an Event of Default under this Note, Bank is authorized and empowered to apply to the payment hereof, any and all money deposited in Bank in the name of or to the credit of Borrower, without advance notice, and is authorized to offset any obligation of Bank to Borrower to the payment hereof and is authorized to exercise its rights of recoupment relative to Borrower.

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

Section 5.6. Jury and Jurisdiction. This Note shall be deemed to have been executed and delivered in South Carolina regardless of where the signatories may be located at the time of execution and shall be governed by and construed in accordance with the substantive laws of the State of South Carolina, excluding, however, the conflict of law and choice of law provisions thereof. Borrower, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Note.

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

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

Section 5.9. Anti-Money Laundering and Anti-Terrorism. Borrower represents, warrants and covenants to Bank as follows: (1) Borrower (a) is not and shall not become a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg.

49079 (2001)), (b) does not engage in and shall not engage in any dealings or transactions prohibited by Section 2 of such executive order, and is not and shall not otherwise become associated with any such person in any manner violative of Section 2, (c) is not and shall not become a person on the list of Specially Designated Nationals and Blocked Persons, and (d) is not and shall not become subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order; (2) Borrower is and shall remain in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) the Uniting And Strengthening America By Providing Appropriate Tools Required To Intercept And Obstruct Terrorism (USA Patriot Act of 2001); and (3) Borrower has not and shall not use all or any part of the proceeds, advances or other amounts or sums evidenced by this Note, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

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

Notice - Waiver of Right of Appraisal

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

BORROWER:

THE BROTHERS OF SC, LLC

By: [Signature]
Print Name: John E. Marko, Jr.
Title: Manager

Witness:

[Signature]
Print Name: MARI S. CLARKE

By: [Signature]
Print Name: Evan R. Marko
Title: Manager

Witness:

[Signature]
Print Name: Elizabeth D. Dossburg

ATTACHMENT TO PROMISSORY NOTE

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

Section 1. Reasonable Attorneys Fees. Section 4.1 of the Promissory Note is hereby amended by deleting the following sentence: "The Borrower hereby stipulates that reasonable attorneys' fees shall be fifteen percent (15%) of the outstanding balance (principal, interest, fees, premiums, charges and costs and expenses) owing under this Promissory Note after default and, if applicable law prohibits payment of attorneys' fees when collection is through an attorney who is a salaried employee of Bank, referral to an attorney not a salaried employee of the Bank."

Section 2. Cure Periods. Notwithstanding any provision in the Promissory Note to the contrary:

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

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

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

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

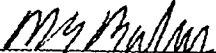
(e) Other Obligations. Subsection 4.2(8) of the Note is hereby deleted in its entirety.

Section 3. Setoff; Recoupment. Section 5.4 of the Note is hereby deleted in its entirety.

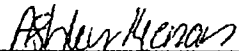
Section 4. Full Force and Effect. Except as expressly amended herein, the Promissory Note shall remain in full force and effect.

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

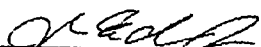
RBC CENTURA BANK

By: 
Michael E. Baker
Title: Banking Officer

Witness:

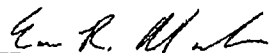

Print Name: Ashley Keenan

THE BROTHERS OF SC, LLC

By: 
Print Name: John E. Marko, Jr.
Title: Manager

Witness:


Print Name: Mark S. Surpin

By: 
Print Name: Evan R. Marko
Title: Manager

Witness:


Print Name: Elizabeth B. Daskin

Customer No. 2577364

Loan No. _____

MA / GC

RBC Bank

MODIFICATION AGREEMENT

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

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

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

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

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

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

EXHIBIT

WW

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

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

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

Section 7. Anti-Terrorism. Borrower represents, warrants and covenants to Bank as follows: (1) Borrower (a) is not and shall not become a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (b) does not engage in and shall not engage in any dealings or transactions prohibited by Section 2 of such executive order, and is not and shall not otherwise become associated with any such person in any manner violative of Section 2, (c) is not and shall not become a person on the list of Specially Designated Nationals and Blocked Persons, and (d) is not and shall not become subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order; (2) Borrower is and shall remain in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) the Uniting And Strengthening America By Providing Appropriate Tools Required To Intercept And Obstruct Terrorism (USA Patriot Act of 2001); and (3) Borrower has not and shall not use all or any part of the extension of credit evidenced by the Note, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

Section 8. Costs and Expenses. All of the costs and expenses incurred by Bank in connection with this Modification Agreement shall be paid by Borrower upon the request of and at the time of demand for payment thereof made by Bank on Borrower. As used herein, "costs and expenses" include, without limitation, reasonable attorneys' fees and fees of legal assistants, and reasonable fees of accountants, engineers, surveyors, appraisers and other professionals or experts – and all references to attorneys' fees or fees of legal assistants, or fees of accountants, engineers, surveyors, appraisers or other professionals or experts shall mean reasonable fees.

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

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

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

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

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

BANK:

Witness:

RBC BANK (USA)

By: _____
Michael E. Baker
Title: Banking Officer

Print Name: _____

BORROWER:

THE BROTHERS OF SC, LLC

Witness:

By: _____
Print Name: John E. Marko, Jr.
Title: Manager

_____ *Mark S. Shapel*
Print Name: Mark S. Shapel

By: _____
Print Name: Evan R. Marko
Title: Manager

_____ *Mark S. Shapel*
Print Name: Mark S. Shapel

[Consents of the Guarantors are on the following pages]

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

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

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

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

BANK:

Witness:

RBC BANK (USA)

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

Philip Korman
Print Name: Philip Korman

BORROWER:

THE BROTHERS OF SC, LLC

Witness:

By: _____
Print Name: John E. Marko, Jr.
Title: Manager

Print Name: _____

By: _____
Print Name: Evan R. Marko
Title: Manager

Print Name: _____

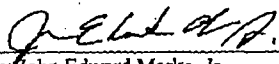
[Consents of the Guarantors are on the following pages]

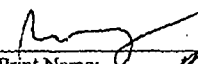
Consent of Guarantors

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

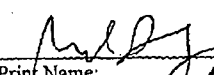
Dated effective as of the date first stated in the Agreement.

Witness:


Print Name: John Edward Marko, Jr.


Print Name: Mark S. Stange


Print Name: Evan R. Marko


Print Name: Mark S. Stange

**Attachment 1
To
Modification Agreement**

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

That certain promissory note dated October 11, 2007, in the face amount of Four Million Nine Hundred Thousand and 00/100 Dollars (\$4,900,000.00), executed by The Brothers of SC, LLC, in favor of Bank.

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

- A. That certain Mortgage, Assignment of Rents, and Security Agreement executed by The Brothers of SC, LLC, successor-by merger to The Brothers of NC, LLC, in favor of Bank, dated October 11, 2007, and recorded October 12, 2007, in Book B139, page 715, in the Clerk of Court of Florence County, S.C.
- B. That certain Assignment of Leases, Rents and Profits executed by The Brothers of SC, LLC, successor by merger to The Brothers of NC, LLC, in favor of Bank, dated October 11, 2007, and recorded October 12, 2007, in Book B139, page 738, in the Clerk of Court of Florence County, S.C.

**Attachment 2
To
Modification Agreement**

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

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

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

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

- A. That certain Mortgage executed by Deborah Rice-Marzo in favor of Bank dated May 19, 2000, recorded on May 23, 2000, in the RMC Office for Charleston County, South Carolina in Book A348, Page 632, as modified by Modification Agreement Supplement dated March 23, 2006, and recorded in the aforesaid RMC Office on March 27, 2006, in Book O577, page 586, and as modified by a Modification Agreement Supplement dated July 18, 2007, recorded in the aforesaid RMC Office on July 23, 2007, in Book F633, Page 714; and as assumed by Royal Beach Properties, LLC pursuant to an Assignment and Assumption Agreement dated August 26, 2008, between Deborah Rice-Marzo and Royal Beach Properties, LLC, and recorded in the aforesaid RMC Office September 4, 2008, in Book 0008, at page 071; and as modified by a Modification Agreement Supplement dated August 26, 2008, and recorded in the aforesaid RMC Office in Book 0008, page 072, and as amended by a Modification Agreement dated of even date herewith.
- B. That certain Mortgage, Assignment of Rents, and Security Agreement dated November 9, 2007, and executed by ROA, LLC, in favor of Bank, recorded on November 14, 2007, in Book A644, page 387, in the RMC Office for Charleston County, S.C., as amended by a Modification Agreement dated of even date herewith.
- C. That certain Assignment of Leases, Rents and Profits dated November 9, 2007, and executed by ROA, LLC, in favor of Bank, recorded on November 14, 2007, in Book B644, page 505, in the RMC Office for Charleston County, S.C., as amended by a Modification Agreement dated of even date herewith.
- D. That certain Mortgage, Assignment of Rents, and Security Agreement dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of Bank, recorded on March 20, 2008, in Book L654, page 631, of the RMC Office for Charleston County, S.C., as amended by a Modification Agreement dated of even date herewith.
- E. That certain Assignment of Leases, Rents and Profits dated February 25, 2008, executed by Liberty Cottages Land, LLC, in favor of Bank, recorded on March 20, 2008, in Book N654, page 045, in the RMC Office for Charleston County, S.C., as amended by a Modification Agreement dated of even date herewith.

Section 4. That certain Mortgage, Assignment of Rents, and Security Agreement executed by The Brothers of SC, LLC, successor by merger to The Brothers of NC, LLC, in favor of Bank, dated October 11, 2007, and recorded October 12, 2007, in Book B139, page 715, in the Clerk of Court of Florence County, S.C., is amended as follows:

Notwithstanding any provision in the said Mortgage, Assignment of Rents, and Security Agreement to the contrary, the term "Obligations" shall mean, and the said Mortgage, Assignment of Rents, and Security Agreement shall secure payment and performance of, among other indebtedness and obligations as provided therein, each and all of the following (collectively, the "Restated Obligations"):

(1) All Indebtedness now owing by Deborah Rice-Marko to Bank, and all Indebtedness that may arise and be owing by Deborah Rice-Marko to Bank in the future, including future advances, including without limitation that certain promissory note dated January 11, 2007, in the face amount of Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended by a Modification Agreement dated of even date herewith;

(2) All Indebtedness now owing by ROA, LLC, to Bank, and all Indebtedness that may arise and be owing by ROA, LLC to Bank in the future, including future advances, and including without limitation (i) that certain promissory note dated June 24, 2005, in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, as amended by a Modification Agreement dated March 22, 2007, as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith; and (ii) that certain promissory note dated November 9, 2007, in the face amount of Three Million Nine Hundred Twenty Thousand and 00/100 Dollars (\$3,920,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, and amended by a Modification Agreement dated of even date herewith;

(3) All Indebtedness now owing by USS Clarksville, LLC to Bank, and all Indebtedness that may arise and be owing by USS Clarksville, LLC to Bank in the future, including future advances, and including without limitation that certain Promissory Note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, and as amended pursuant to a Modification Agreement dated March 22, 2007, and as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith;

(4) All Indebtedness now owing by Liberty Cottages, LLC to Bank, and all Indebtedness that may arise and be owing by Liberty Cottages to Bank in the future, including future advances, and including without limitation that certain promissory note dated March 22, 2007, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), executed by Liberty Cottages, LLC, in favor of Bank, as amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith; and

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

LLC, pursuant to an Assignment and Assumption Agreement dated August 26, 2008, between Deborah Rice-Marko, as assignor, Royal Beach Properties, LLC, as assignee, and Bank, and as further amended by a Modification Agreement dated of even date herewith.

Section 5. That certain Assignment of Leases, Rents and Profits executed by The Brothers of SC, LLC, successor by merger to The Brothers of NC, LLC, in favor of Bank, dated October 11, 2007, and recorded October 12, 2007, in Book B139, page 738, in the Clerk of Court of Florence County, S.C., is amended as follows: Notwithstanding any provision in the said Assignment of Leases, Rents and Profits to the contrary, the term "Obligations" shall mean, and the said Assignment of Leases, Rents and Profits shall secure, payment and performance of, among other indebtedness and obligations as provided therein, each and all of the Restated Obligations as defined and set forth in the preceding Section of this Attachment 2.

Section 6. That certain Mortgage, Assignment of Rents, and Security Agreement executed by The Brothers of SC, LLC, successor by merger to The Brothers of NC, LLC, in favor of Bank, dated October 11, 2007, and recorded October 12, 2007, in Book B139, page 715, in the Clerk of Court of Florence County, S.C., is amended as follows: Paragraph "B" on page 2 is hereby amended to provide that The maximum principal amount of the Obligations, including present and future advances and obligations, that may be secured by this Mortgage at any one time is an amount up to Twenty-Five Million and No/100 Dollars (\$25,000,000.00).

Section 7. In addition to and not in lieu of the Events of the Default set forth in the Contract, each of the following shall constitute an Event of Default under the Contract, including without limitation the Note:

- A. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by ROA, LLC in favor of Bank, including without limitation (i) that certain promissory note dated June 24, 2005, in the face amount of One Million Seven Hundred Sixty-Three Thousand and No/100 Dollars (\$1,763,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, as amended and increased to Three Million Seventy-Five Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$3,075,689.00) pursuant to a Modification Agreement dated August 30, 2006, and as amended by a Modification Agreement dated March 22, 2007, as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith; and (ii) that certain promissory note dated November 9, 2007, in the face amount of Three Million Nine Hundred Twenty Thousand and 00/100 Dollars (\$3,920,000.00) executed by ROA, LLC, a South Carolina limited liability company, in favor of Bank, as amended by a Modification Agreement dated of even date herewith.
- B. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by USS Clarksville, LLC in favor of Bank, including without limitation that certain Promissory Note dated June 24, 2005, in the face amount of Five Hundred Fifty Thousand Four Hundred and No/100 Dollars (\$550,400.00) executed by Deborah Rice-Marko, in favor of Bank, as amended by a Modification Agreement dated August 30, 2006, which decreased the face amount of the Note to Four Hundred Thirty-One Thousand Four Hundred Six and No/100 Dollars (\$431,406.00), and as assumed by USS Clarksville, LLC, pursuant to an Assignment and Assumption Agreement dated as of March 22, 2007, between Deborah Rice-Marko and USS Clarksville, LLC, and as amended pursuant to a Modification Agreement dated March 22, 2007, as further amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith.
- C. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Liberty Cottages, LLC in favor of Bank, including without limitation that certain promissory note dated March 22, 2007, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), executed by Liberty Cottages, LLC, in favor of Bank, as amended by a Modification Agreement dated February 25, 2008, and as further amended by a Modification Agreement dated of even date herewith.

- D. The occurrence of an Event of Default under and as defined in the Note, as amended by this Modification Agreement, or under any and all extensions, renewals or further modifications thereof.
- E. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Royal Beach Properties, LLC in favor of Bank, including without limitation that certain commercial note dated May 19, 2000, in the face amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended and increased to Three Million Two Hundred Sixty-Two Thousand Five Hundred and No/100 Dollars (\$3,262,500.00) pursuant to a Modification Agreement dated March 23, 2006, and as further amended pursuant to a Modification Agreement dated August 30, 2006, and as further amended pursuant to a Modification Agreement dated July 18, 2007, as assumed by Royal Beach Properties, LLC, pursuant to an Assignment and Assumption Agreement dated August 26, 2008, between Deborah Rice-Marko, as assignor, Royal Beach Properties, LLC, as assignee, and Bank, and as further amended by a Modification Agreement dated of even date herewith.
- F. The occurrence of an Event of Default under and as defined in any promissory note now outstanding or hereafter executed by Deborah Rice-Marko in favor of Bank, including without limitation that certain promissory note dated January 11, 2007, in the face amount of Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00) executed by Deborah Rice-Marko in favor of Bank, as amended by a Modification Agreement dated of even date herewith.

Bank Use Only:	Customer Number _____
	Account Number _____

RBC Bank

Amended and Restated Promissory Note (Variable Rate - NPF)

\$4,900,000.00

Charleston, South Carolina
July 15, 2011

This Note amends and restates that certain Commercial Promissory Note dated October 11, 2007, made by Borrower in favor of Bank (as successor in interest to RBC Centura Bank) in the original principal amount of \$4,900,000 (as amended, modified, replaced or restated prior to the date hereof, the "Original Note")

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to RBC BANK (USA) ("Bank"), or order, the principal sum of Four Million Nine Hundred Thousand and 00/100 Dollars (\$4,900,000.00), together with interest, fees, premiums, charges and costs and expenses as set forth in this Note. Payments by Borrower under this Note will be made as provided in this Note and will be payable at any banking office of Bank in the city or town indicated above, or such other place as the holder of this Note may designate.

Interest Rates

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

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

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

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

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

Payment Terms

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

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

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

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

Supporting Documents

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

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

Late Charges and Expenses

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

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

Default and Acceleration

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

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

General Terms

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

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

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

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

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

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

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

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

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

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

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

Anti-Money Laundering

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

Definitions

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

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

Notice –Waiver of Right of Appraisal

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

THE BROTHERS OF SC, LLC

By: J.E. d.f. [SEAL]
Name: John E. Marko Jr.
Title: Member

Customer No. 2577364

Loan No. _____

G-1

RBC Centura

UNCONDITIONAL GUARANTY AGREEMENT (Single Loan)

THIS SINGLE LOAN GUARANTY AGREEMENT ("Guaranty Agreement"), entered into as of the 17th day of October, 2007, by JOHN E. MARKO, JR. ("Guarantor", whether one or more), with a mailing address of 32 South Battery, Charleston, South Carolina 29401, to RBC CENTURA BANK ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220.

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

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

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Bank to make the loan and to otherwise extend the credit requested by Customer, Guarantor, jointly and severally, if more than one, hereby absolutely and unconditionally guarantees to Bank, its successors and assigns: (1) the punctual payment when due (whether by acceleration or otherwise) of all outstanding principal under Customer's promissory note (the "Note") dated of even date herewith in the face amount of Four Million Nine Hundred Thousand and No/100 Dollars (\$4,900,000.00), executed by Customer in favor of Bank, as amended by a Modification Agreement between Customer and Bank dated of even date herewith, together with all due and unpaid interest (to include default interest), finance charges, late payment fees and other fees and charges, prepayment premiums and all costs and expenses (to include reasonable attorneys' fees and fees of legal assistants, reasonable fees of accountants, appraisers, adjusters, engineers, surveyors or other professionals employed or retained by and on behalf of Bank, and intangible personal property taxes, documentary stamp taxes, excise taxes and other similar taxes) payable and to be payable thereunder, and incurred and to be incurred in connection therewith (the "Credit Agreement"); (2) the punctual payment and performance by Customer and other persons of all of their covenants, agreements and obligations under any security agreements, deeds of trust, mortgages, security deeds, trust deeds, deeds to secure debt, pledge agreements, assignments, commitments, loan agreements and other agreements, statements and records executed and delivered to Bank or others on Bank's behalf in connection with the indebtedness evidenced by the Credit Agreement (the Credit Agreement and the other agreements and documents executed and delivered in connection with the Credit Agreement shall be referred to herein collectively as the "Loan Documents", and the Loan Documents may be in a written or tangible medium, electronic medium or some other medium and includes all renewals, extensions, amendments, modifications, replacements and substitutions thereof and therefor); and (3) the punctual payment of any and all sums advanced and paid by Bank, at its option, under the Loan Documents, including, but not limited to, sums advanced and paid by Bank for taxes and insurance premiums and sums advanced and paid by Bank to protect any collateral and other security given for said indebtedness (all of the foregoing, including, without limitation, the principal, interest, fees, charges, premiums and costs and expenses under the Credit Agreement, Customer's and other persons' covenants, agreements and obligations and the sums advanced and paid by the Bank, being hereinafter collectively termed "Obligations of Customer").

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

Section 1. Guaranty of Payment. This guaranty is and shall remain an unconditional guaranty of payment and performance and not a guaranty of collection, shall remain in full force and effect irrespective of any interruption in

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the business and other dealings and relations of Customer with Bank and shall apply to and guarantee the due and punctual payment and performance of all Obligations of Customer due by Customer to Bank and as otherwise provided herein. To that end, Guarantor hereby expressly waives (1) any right to require Bank to bring any action against Customer, (2) any right to require Bank to bring any action against any other person, (3) any right to require Bank to recover from any collateral and other security, and (4) any right to require Bank to recover from any balance of any deposit or other account on the books of Bank in favor of Customer or any other person through set-off, recoupment or otherwise; and, without limiting the generality of the foregoing, Guarantor herewith expressly waives any right Guarantor otherwise might have or might have had under the provisions of Section 26-7 of the North Carolina General Statutes, et seq. or other North Carolina laws to require Bank to attempt to recover against Customer and to realize upon any collateral and other security which Bank holds for the Obligations of Customer.

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

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

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

3.2. Release or Surrender of Rights. Guarantor covenants and agrees that Bank may at any time, and from time to time, in its sole discretion, do or cause to be done any one or more of the following: (1) renew, extend and otherwise change the time, manner, place and terms of payment of any and all of the Obligations of Customer, and otherwise modify the Obligations of Customer; (2) grant indulgences generally from time to time to Customer and any other person liable for the Obligations of Customer; (3) exchange, release and surrender any and all of the collateral and other security, or any part thereof or interest therein, by whomsoever deposited, given or made, which is or may hereafter be held by Bank or others on its behalf, or in which it has a lien and security interest in connection with any and all of the Obligations of Customer and any liabilities and obligations of Guarantor hereunder; (4) sell and otherwise dispose of, and purchase all or parts of, or interests in, such collateral and other security at public and private sale, or to or through any securities intermediary or other person, and after deducting all costs and expenses of every kind for collection, preparation for sale, sale and delivery, the net proceeds of any such sales and other dispositions may be applied by Bank toward payment and satisfaction of the Obligations of Customer, in such order as Bank in its discretion may elect, or in such order as Bank may be required to apply the proceeds under applicable law - if applicable law directs a specific manner of application of proceeds; or (5) settle and compromise with the Customer, any insurance carrier and any other person liable thereon, any and all of the Obligations of Customer, or subordinate the payment of all and any part of same to the payment of any other debts and claims which may at any time be due and owing to Bank or any other persons, all in such manner and upon such terms as Bank may deem proper or desirable, and without notice to or further assent from Guarantor, it being agreed that Guarantor shall be and remain bound by this Guaranty Agreement irrespective of the existence, value and condition of any collateral and other security, or the impairment of any collateral and other security (to include, without limitation, impairment due to any failure to perfect or continue perfection of a lien and a security interest and any other act or inaction by Bank or other persons relative to the administration of this Guaranty Agreement, the Obligations of Customer and any collateral and other security), or the unenforceability of any of the Obligations of Customer or the discharge and release of Customer from liability for any of the Obligations of Customer and notwithstanding any such change, exchange, settlement, compromise, surrender, release, failure to perfect or continue perfection and other act or inaction relative to administration, sale and other disposition, application, renewal or extension and notwithstanding also that the Obligations of Customer may at any time exceed the aggregate principal sum hereinabove prescribed (if any such limiting sum appears). If Bank should request Guarantor to consent to any of the foregoing, such request by Bank or consent by Guarantor shall not constitute a waiver by Bank of the provisions of this Section which permit such actions without Guarantor's consent, nor of any

other provision of this Guaranty Agreement relating to acts and inactions of Bank and such request or consent shall not create a course of dealing between Bank and Guarantor that would require the consent of Guarantor to any of the foregoing in the future. Furthermore, this Guaranty Agreement shall not be construed to impose any obligation on Bank to extend or continue to extend credit, to otherwise deal with Customer at any time, or to take or refrain from taking any acts relative to the administration of any of the Obligations of Customer and any collateral and other security for the Obligations of Customer or this Guaranty Agreement.

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

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

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

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

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

Section 5. Financial Information on Guarantor; Bank's Records Controlling. Guarantor shall provide Bank with such financial information as Bank may from time to time request. Any statement of account or records that bind the

Customer shall be binding against the Guarantor and the records of Bank maintained in the ordinary course of its business with respect to the Obligations of Customer shall be binding on Guarantor in all respects, including, without limitation, the extent and nature of the Obligations of Customer and the liabilities of Guarantor under this Guaranty Agreement.

Section 6. Customer's Organization Status.

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

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

Section 7. Guarantor's Waiver of Rights.

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

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

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

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

Section 8. Events of Default; Remedies.

8.1. Events of Default. Guarantor shall be in default under this Guaranty Agreement upon the happening of any of the following events, circumstances and conditions, or the occurrence of an event which, with the giving of notice or a lapse of time, or both, would become an event of default hereunder, to wit:

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

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

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

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

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

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

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

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

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

Section 9. Miscellaneous.

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

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

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

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

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

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

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

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

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

9.10. Jury, Venue, Jurisdiction. This Guaranty Agreement shall be deemed to have been executed and delivered in the State of South Carolina, regardless of where the signatories may be located at the time of execution, and this Guaranty Agreement shall be governed by and construed in accordance with the substantive laws of such jurisdiction, excluding, however, the conflict of law and choice of law provisions thereof. Guarantor: (a) to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Guaranty Agreement or any of the Obligations of Customer; (b) irrevocably submits to the jurisdiction of either

(1) the state courts of the jurisdiction identified above in this Section or (2) a United States District Court for any federal district in such jurisdiction over any action or proceeding arising from or related to this Guaranty Agreement or any of the Obligations of Customer; and (c) irrevocably waives, to the fullest extent Guarantor may effectively do so, the defense of improper venue or an inconvenient forum to the maintenance of any such action or proceeding. Nothing in this Section shall affect or impair Bank's right to serve legal process in any manner permitted by law or Bank's right to bring any action or proceeding against Guarantor or Guarantor's property in the courts of any other jurisdiction.

9.11. No Usury; No Illegal Provisions. Anything contained herein to the contrary notwithstanding, if for any reason the effective rate of interest on any of the Obligations of Customer should exceed the maximum lawful contract rate, the effective rate of such obligations shall be deemed reduced to and shall be such maximum lawful contract rate. Any sums of interest which have been collected in excess of such maximum lawful contract rate shall be applied, at Bank's election - if permitted by applicable law, as a credit against the unpaid principal balance due on the Obligations of Customer, or hereunder, or returned to the person who paid the interest that exceeded the maximum lawful contract rate. Wherever possible each provision of this Guaranty Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty Agreement.

9.12. Joint and Several Liability; Use of Terms. If more than one person has signed this Guaranty Agreement, such parties are jointly and severally obligated hereunder. Further, (1) words in the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular numbered meaning include the plural number, and vice versa; (2) words importing persons include firms, companies, associations, general partnerships, limited partnerships, limited liability partnerships, limited liability limited partnerships, limited liability companies, trusts, business trusts, corporations and other organizations, including public and quasi-public bodies, as well as individuals; (3) as the context requires, the word "and" may have a joint meaning or a several meaning and the word "or" may have an inclusive meaning or an exclusive meaning; (4) the term "Guarantor", as used herein, shall (if signed by more than one person) mean the "Guarantors and each of them"; (5) the term "subsidiary" means any registered organization or other organization (i) the majority (by number of votes) of the outstanding voting interests of which is at the time owned or controlled by Guarantor or Customer, or by one or more Subsidiaries of Guarantor or Customer, or Guarantor or Customer and one or more Subsidiaries of Guarantor or Customer, or (ii) otherwise controlled by or within the control of Guarantor, Customer or any Subsidiary of either; (6) terms used in this Guaranty Agreement which are not defined herein shall have the meaning ascribed thereto in the Uniform Commercial Code in effect from time to time in the jurisdiction whose laws govern this Guaranty Agreement; (7) all references to "Guaranty Agreement" mean this Guaranty Agreement and all amendments, modifications, renewals, extensions, replacements and substitutions thereof and therefor; and (8) this Guaranty Agreement shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Guaranty Agreement.

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

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

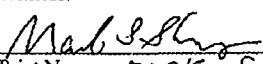
9.15. Time of Essence: Notices. Time is of the essence under this Guaranty Agreement. All notices, certificates and other communications hereunder shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth herein.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

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

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


Print Name: JOHN E. MARKO, JR.

Witness:


Print Name: MARK S. SHARPE

[Exhibit A and Attachment A follow]

EXHIBIT A
Attached
to
Unconditional Guaranty Agreement
(Single Loan)

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

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

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

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

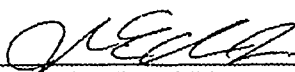
Section 2. Security; Set-off. Section 4.3 of the Guaranty is hereby deleted.

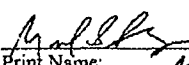
Section 3. Cross Default. Notwithstanding Section 8.1(a) or any other provision of the Guaranty to the contrary, the occurrence of default or event of default under any indebtedness or other obligation now or hereafter owing by Customer or Guarantor to Bank other than the Note, the Credit Agreement,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

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

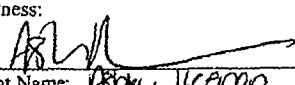
Section 5. Reasonable Attorneys Fees. The first sentence of Section 9.8 of the Guaranty is hereby deleted and the following sentence substituted in its stead: "Without limiting any other provision of this Guaranty Agreement relating to Guarantor's payment of costs and expenses incurred by and on behalf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

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


Print Name: JOHN E. MARKO, JR.

Witness:

Print Name: MARK J. SHARCK

RBC CENTURA BANK
By: 
Michael E. Baker
Title: Banking Officer

Witness:

Print Name: Amy Ticean

Customer No. 2577364
Loan No. _____

GA

RBC Centura

UNCONDITIONAL GUARANTY AGREEMENT (Single Loan)

THIS SINGLE LOAN GUARANTY AGREEMENT ("Guaranty Agreement"), entered into as of the 14th day of October, 2007, by EVAN R. MARKO ("Guarantor", whether one or more), with a mailing address of 32 South Battery, Charleston, South Carolina 29401, to RBC CENTURA BANK ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220.

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

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

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Bank to make the loan and to otherwise extend the credit requested by Customer, Guarantor, jointly and severally, if more than one, hereby absolutely and unconditionally guarantees to Bank, its successors and assigns: (1) the punctual payment when due (whether by acceleration or otherwise) of all outstanding principal under Customer's promissory note (the "Note") dated of even date herewith in the face amount of Four Million Nine Hundred Thousand and No/100 Dollars (\$4,900,000.00), executed by Customer in favor of Bank, as amended by a Modification Agreement between Customer and Bank dated of even date herewith, together with all due and unpaid interest (to include default interest), finance charges, late payment fees and other fees and charges, prepayment premiums and all costs and expenses (to include reasonable attorneys' fees and fees of legal assistants, reasonable fees of accountants, appraisers, adjusters, engineers, surveyors or other professionals employed or retained by and on behalf of Bank, and intangible personal property taxes, documentary stamp taxes, excise taxes and other similar taxes) payable and to be payable thereunder, and incurred and to be incurred in connection therewith (the "Credit Agreement"); (2) the punctual payment and performance by Customer and other persons of all of their covenants, agreements and obligations under any security agreements, deeds of trust, mortgages, security deeds, trust deeds, deeds to secure debt, pledge agreements, assignments, commitments, loan agreements and other agreements, statements and records executed and delivered to Bank or others on Bank's behalf in connection with the indebtedness evidenced by the Credit Agreement (the Credit Agreement and the other agreements and documents executed and delivered in connection with the Credit Agreement shall be referred to herein collectively as the "Loan Documents", and the Loan Documents may be in a written or tangible medium, electronic medium or some other medium and includes all renewals, extensions, amendments, modifications, replacements and substitutions thereof and therefor); and (3) the punctual payment of any and all sums advanced and paid by Bank, at its option, under the Loan Documents, including, but not limited to, sums advanced and paid by Bank for taxes and insurance premiums and sums advanced and paid by Bank to protect any collateral and other security given for said indebtedness (all of the foregoing, including, without limitation, the principal, interest, fees, charges, premiums and costs and expenses under the Credit Agreement, Customer's and other persons' covenants, agreements and obligations and the sums advanced and paid by the Bank, being hereinafter collectively termed "Obligations of Customer").

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

Section 1. Guaranty of Payment. This guaranty is and shall remain an unconditional guaranty of payment and performance and not a guaranty of collection, shall remain in full force and effect irrespective of any interruption in

the business and other dealings and relations of Customer with Bank and shall apply to and guarantee the due and punctual payment and performance of all Obligations of Customer due by Customer to Bank and as otherwise provided herein. To that end, Guarantor hereby expressly waives (1) any right to require Bank to bring any action against Customer, (2) any right to require Bank to bring any action against any other person, (3) any right to require Bank to recover from any collateral and other security, and (4) any right to require Bank to recover from any balance of any deposit or other account on the books of Bank in favor of Customer or any other person through set-off, recoupment or otherwise; and, without limiting the generality of the foregoing, Guarantor herewith expressly waives any right Guarantor otherwise might have or might have had under the provisions of Section 26-7 of the North Carolina General Statutes, et seq. or other North Carolina laws to require Bank to attempt to recover against Customer and to realize upon any collateral and other security which Bank holds for the Obligations of Customer.

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

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

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

3.2. Release or Surrender of Rights. Guarantor covenants and agrees that Bank may at any time, and from time to time, in its sole discretion, do or cause to be done any one or more of the following: (1) renew, extend and otherwise change the time, manner, place and terms of payment of any and all of the Obligations of Customer, and otherwise modify the Obligations of Customer; (2) grant indulgences generally from time to time to Customer and any other person liable for the Obligations of Customer; (3) exchange, release and surrender any and all of the collateral and other security, or any part thereof or interest therein, by whomsoever deposited, given or made, which is or may hereafter be held by Bank or others on its behalf, or in which it has a lien and security interest in connection with any and all of the Obligations of Customer and any liabilities and obligations of Guarantor hereunder; (4) sell and otherwise dispose of, and purchase all or parts of, or interests in, such collateral and other security at public and private sale, or to or through any securities intermediary or other person, and after deducting all costs and expenses of every kind for collection, preparation for sale, sale and delivery, the net proceeds of any such sales and other dispositions may be applied by Bank toward payment and satisfaction of the Obligations of Customer, in such order as Bank in its discretion may elect, or in such order as Bank may be required to apply the proceeds under applicable law - if applicable law directs a specific manner of application of proceeds; or (5) settle and compromise with the Customer, any insurance carrier and any other person liable thereon, any and all of the Obligations of Customer, or subordinate the payment of all and any part of same to the payment of any other debts and claims which may at any time be due and owing to Bank or any other persons, all in such manner and upon such terms as Bank may deem proper or desirable, and without notice to or further assent from Guarantor, it being agreed that Guarantor shall be and remain bound by this Guaranty Agreement irrespective of the existence, value and condition of any collateral and other security, or the impairment of any collateral and other security (to include, without limitation, impairment due to any failure to perfect or continue perfection of a lien and a security interest and any other act or inaction by Bank or other persons relative to the administration of this Guaranty Agreement, the Obligations of Customer and any collateral and other security), or the unenforceability of any of the Obligations of Customer or the discharge and release of Customer from liability for any of the Obligations of Customer and notwithstanding any such change, exchange, settlement, compromise, surrender, release, failure to perfect or continue perfection and other act or inaction relative to administration, sale and other disposition, application, renewal or extension and notwithstanding also that the Obligations of Customer may at any time exceed the aggregate principal sum hereinabove prescribed (if any such limiting sum appears). If Bank should request Guarantor to consent to any of the foregoing, such request by Bank or consent by Guarantor shall not constitute a waiver by Bank of the provisions of this Section which permit such actions without Guarantor's consent, nor of any

other provision of this Guaranty Agreement relating to acts and inactions of Bank and such request or consent shall not create a course of dealing between Bank and Guarantor that would require the consent of Guarantor to any of the foregoing in the future. Furthermore, this Guaranty Agreement shall not be construed to impose any obligation on Bank to extend or continue to extend credit, to otherwise deal with Customer at any time, or to take or refrain from taking any acts relative to the administration of any of the Obligations of Customer and any collateral and other security for the Obligations of Customer or this Guaranty Agreement.

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

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

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

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

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

Section 5. Financial Information on Guarantor; Bank's Records Controlling. Guarantor shall provide Bank with such financial information as Bank may from time to time request. Any statement of account or records that bind the

Customer shall be binding against the Guarantor and the records of Bank maintained in the ordinary course of its business with respect to the Obligations of Customer shall be binding on Guarantor in all respects, including, without limitation, the extent and nature of the Obligations of Customer and the liabilities of Guarantor under this Guaranty Agreement.

Section 6. Customer's Organization Status.

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

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

Section 7. Guarantor's Waiver of Rights.

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

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

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

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

Section 8. Events of Default; Remedies.

8.1. Events of Default. Guarantor shall be in default under this Guaranty Agreement upon the happening of any of the following events, circumstances and conditions, or the occurrence of an event which, with the giving of notice or a lapse of time, or both, would become an event of default hereunder, to wit:

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

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

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

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

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

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

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

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

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

Section 9. Miscellaneous.

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

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

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

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

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

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

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

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

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

9.10. Jury, Venue, Jurisdiction. This Guaranty Agreement shall be deemed to have been executed and delivered in the State of South Carolina, regardless of where the signatories may be located at the time of execution, and this Guaranty Agreement shall be governed by and construed in accordance with the substantive laws of such jurisdiction, excluding, however, the conflict of law and choice of law provisions thereof. Guarantor: (a) to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Guaranty Agreement or any of the Obligations of Customer; (b) irrevocably submits to the jurisdiction of either

(1) the state courts of the jurisdiction identified above in this Section or (2) a United States District Court for any federal district in such jurisdiction over any action or proceeding arising from or related to this Guaranty Agreement or any of the Obligations of Customer; and (c) irrevocably waives, to the fullest extent Guarantor may effectively do so, the defense of improper venue or an inconvenient forum to the maintenance of any such action or proceeding. Nothing in this Section shall affect or impair Bank's right to serve legal process in any manner permitted by law or Bank's right to bring any action or proceeding against Guarantor or Guarantor's property in the courts of any other jurisdiction.

9.11. No Usury; No Illegal Provisions. Anything contained herein to the contrary notwithstanding, if for any reason the effective rate of interest on any of the Obligations of Customer should exceed the maximum lawful contract rate, the effective rate of such obligations shall be deemed reduced to and shall be such maximum lawful contract rate. Any sums of interest which have been collected in excess of such maximum lawful contract rate shall be applied, at Bank's election – if permitted by applicable law, as a credit against the unpaid principal balance due on the Obligations of Customer, or hereunder, or returned to the person who paid the interest that exceeded the maximum lawful contract rate. Wherever possible each provision of this Guaranty Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty Agreement.

9.12. Joint and Several Liability; Use of Terms. If more than one person has signed this Guaranty Agreement, such parties are jointly and severally obligated hereunder. Further, (1) words in the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular numbered meaning include the plural number, and vice versa; (2) words importing persons include firms, companies, associations, general partnerships, limited partnerships, limited liability partnerships, limited liability limited partnerships, limited liability companies, trusts, business trusts, corporations and other organizations, including public and quasi-public bodies, as well as individuals; (3) as the context requires, the word "and" may have a joint meaning, or a several meaning and the word "or" may have an inclusive meaning or an exclusive meaning; (4) the term "Guarantor", as used herein, shall (if signed by more than one person) mean the "Guarantors and each of them"; (5) the term "subsidiary" means any registered organization or other organization (i) the majority (by number of votes) of the outstanding voting interests of which is at the time owned or controlled by Guarantor or Customer, or by one or more Subsidiaries of Guarantor or Customer, or Guarantor or Customer and one or more Subsidiaries of Guarantor or Customer, or (ii) otherwise controlled by or within the control of Guarantor, Customer or any Subsidiary of either; (6) terms used in this Guaranty Agreement which are not defined herein shall have the meaning ascribed thereto in the Uniform Commercial Code in effect from time to time in the jurisdiction whose laws govern this Guaranty Agreement; (7) all references to "Guaranty Agreement" mean this Guaranty Agreement and all amendments, modifications, renewals, extensions, replacements and substitutions thereof and therefor; and (8) this Guaranty Agreement shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Guaranty Agreement.

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

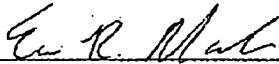
9.14. Entire Agreement. This Guaranty Agreement constitutes the entire agreement between the Guarantor and Bank with respect to this guaranty, and no waivers and modifications shall be valid unless they are in writing and duly executed by the party to be charged thereby, and further expressly approved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

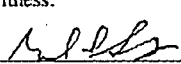
9.15. Time of Essence; Notices. Time is of the essence under this Guaranty Agreement. All notices, certificates and other communications hereunder shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth herein.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

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

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

Witness:


Print Name: EVAN R. MARKO


Print Name: MARK S. SHARP

[Exhibit A and Attachment A follow]

EXHIBIT A
Attached
to
Unconditional Guaranty Agreement
(Single Loan)

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

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

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

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

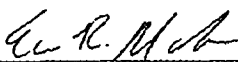
Section 2. Security, Set-off. Section 4.3 of the Guaranty is hereby deleted.

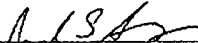
Section 3. Cross Default. Notwithstanding Section 8.1(a) or any other provision of the Guaranty to the contrary, the occurrence of default or event of default under any indebtedness or other obligation now or hereafter owing by Customer or Guarantor to Bank other than the Note, the Credit Agreement,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

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

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

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


Print Name: EVAN R. MARKO

Witness:

Print Name: MARK S. SHARPE

RBC CENTURA BANK
By: 
Michael E. Baker
Title: Banking Officer

Witness:

Print Name: Arky Herman

NN

Customer No. :
Note Number :

RBC Centura

Commercial Promissory Note (SD - F&V)

\$2,350,000.00

Charleston, South Carolina
November 18, 2005

Original Loan

FOR VALUE RECEIVED, the undersigned (whether one or more, "Borrower") promises to pay to RBC CENTURA BANK ("Bank"), or order, the sum of Two Million Three Hundred Fifty Thousand and No/100 DOLLARS (\$2,350,000.00), or so much thereof as shall have been disbursed from time to time and remains unpaid, together with interest at the rate and payable in the manner hereinafter stated. Principal and interest shall be payable at any banking office of Bank in the city or town indicated above, or such other place as the holder of this Note may designate.

Article I. Interest Rate.

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

Section 1.2. Interest Rates.

Pre-Default Rate. Subject to the provisions of Section 1.2.2. below, interest payable on this Note per annum will accrue at 1.90% plus the LIBOR Base Rate. The "LIBOR Base Rate" is the London Interbank Offer Rate for United States Dollars for a term of one month which appears on Telerate Page 3750, Bloomberg Professional Screen BBAM (or any generally recognized successor method or means of publication) as of 11:00 a.m., London time, two (2) London business days prior to the day on which the rate will become effective. The rate for the first month or part thereof will initially become effective on the date of the Note as shown on the face hereof. Thereafter, the rate will change and a new rate will become effective on the first calendar day of each succeeding month. If for any reason the London Interbank Offer Rate is not available, then the "LIBOR Base Rate" shall mean the rate per annum which banks charge each other in a market comparable to England's Eurodollar market on short-term money in U.S. Dollars for an amount substantially equivalent to the principal amount due under this Note as determined at 11:00 A.M., London time, two (2) London business days prior to the day on which the rate will become effective, as determined in the Bank's sole discretion. Bank's determination of such interest rate shall be conclusive, absent manifest error.

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

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EXHIBIT

AAA

whether this Note is paid in full pre-judgement or post-judgement.

1.2.2. Calculation of Interest. All interest payable under this Note shall accrue daily on the basis of the actual number of days elapsed and a year of three hundred sixty (360) days. In computing the number of days during which interest accrues, the day on which funds are initially advanced shall be included regardless of the time of day such advance is made, and the day on which funds are repaid shall be included unless repayment is credited prior to close of business. Payments in federal funds, immediately available in the place designated for payment, received by Bank prior to 2:00 p.m. local time at said place of payment, shall be credited as if received prior to close of business on the day the funds are immediately available; while other payments, at the option of Bank, may not be credited until such payments are immediately available to Bank, in federal funds, in the place designated for payment, prior to 2:00 p.m. local time at said place of payment on a day on which Bank is open for business.

1.2.3. Variable Rate: Calculation of Interest.

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

1.2.3.2. Calculation of Interest. All interest payable under this Note shall be accrue daily and be calculated on the basis of the actual number of days elapsed and a year of three hundred sixty (360) days. In computing the number of days during which interest accrues, the day on which funds are initially advanced shall be included regardless of the time of day such advance is made, and the day on which funds are repaid shall be included unless repayment is credited prior to close of business. Payments in federal funds, immediately available in the place designated for payment, received by Bank prior to 2:00 p.m. local time at said place of payment, shall be credited as if received prior to close of business on the day the funds are immediately available; while other payments, at the option of Bank, may not be credited until such payments are immediately available to Bank, in federal funds, in the place designated for payment, prior to 2:00 p.m. local time at said place of payment on a day on which Bank is open for business.

Article II. Payment Terms.

Section 2.1. Interest Payment Terms. Payments under this Note include an interest component and a principal component. The principal component is set forth in Section 2.2 below. The interest component shall be paid as follows: interest shall be payable monthly, in arrears, beginning December 15, 2005, and continuing on the same calendar day of each consecutive month thereafter until the Maturity Date, when all accrued but unpaid interest is due and payable in full.

Section 2.2. Principal Payment Terms; Maturity Date. As stated in Section 2.1 above, payments under this Note include an interest component and a principal component. The interest component is set forth in Section 2.1 above. The principal component shall be paid as follows: principal shall be payable in one single payment on November 15, 2006.

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

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

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

Article III. Loan Agreement and Security.

Section 3.1. Loan Agreement. The loan evidenced by this Note was made pursuant to a commitment letter ("Commitment Letter") from Bank to Borrower dated November 18, 2005. Borrower shall perform and abide by, as and when so required, each and all of the covenants, terms and conditions imposed upon or applicable to Borrower in the Commitment Letter and all security documents and other agreements referenced in the Commitment Letter.

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

Article IV. Default and Acceleration.

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

Section 4.2. Default. Any one or more of the following shall constitute an event of default ("Event of Default") under this Note: (1) the failure of Borrower to make when due any payment described herein, whether of principal, interest or otherwise; (2) the failure of Borrower to perform any of the other terms and conditions of this Note or any of the terms and conditions of the Loan Agreement (if any) or the other security documents executed and delivered by Borrower to Bank, or to another person for Bank's benefit, as and when the same are required to be so performed, or the occurrence of some other default by Borrower under this Note, the Loan Agreement (if any) or any of the other security documents; (3) the failure of any other person obligated for the payment of this Note, either directly or indirectly, or obligated under the Loan Agreement or any of the other security documents to perform any of the terms and conditions imposed upon such other person by any of said agreements or documents, as and when the same are required to be so performed, or the occurrence of some other default by such other person under any of said agreements or security documents; (4) the application for the appointment of a receiver for Borrower or the filing of a petition under any provisions of the United States Bankruptcy Code or other state or federal insolvency proceeding by or against Borrower or any assignment for the benefit of creditors by or against Borrower; (5) if Borrower is an individual, Borrower's death, physical disability or mental incompetency, and if Borrower is not an individual, the dissolution, termination of existence, merger or change in control of or in Borrower; (6) the failure of Borrower to furnish from time to time, at Bank's request, financial information with respect to Borrower; (7) the occurrence, in Bank's opinion, of a material adverse change in Borrower's business or financial condition, or if, in Bank's opinion, there is an impairment of the prospect of repayment of any portion of this Note or an impairment of the value or priority of Bank's security interests in any collateral securing repayment of this Note; (8) the failure of Borrower to perform or other default by Borrower under any other now existing or hereafter arising monetary or non-monetary obligation due, owing or otherwise required to be performed or observed by Borrower to or in favor of Bank, or if Borrower is not an individual, default by any subsidiary of Borrower under any indebtedness or other obligation now or hereafter owing by any such subsidiary to Bank; (9) any past, present or future representation or warranty made by Borrower to Bank under this Note or in connection with the loan evidenced by this Note proves

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to be false in any material respect; or (10) the termination of any guaranty agreement or other supporting obligation (inclusive of letters of credit) which applies to this Note or any other security document which applies to this Note.

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

Article V. Miscellaneous.

Section 5.1. Use and Application of Terms. To the end of achieving the full realization by Bank of its rights and remedies under this Note, including payment in full of the loan evidenced hereby, in using and applying the various terms, provisions and conditions in this Note, the following shall apply: (1) words in the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular numbered meaning include the plural number, and vice versa; (2) words importing persons include firms, companies, associations, general partnerships, limited partnerships, limited liability partnerships, limited liability limited partnerships, limited liability companies, trusts, business trusts, corporations and legal entities, including public and quasi-public bodies, as well as individuals; (3) the term "Note" refers to this Commercial Promissory Note, the term "loan document" refers to this Note, the Commitment Letter, the Loan Agreement (if any) and any security documents and other documents and agreements executed and delivered to Bank or others on Bank's behalf in connection with this Note, and the term "Borrower" refers to all signatories of this Note collectively and severally, as the context of this Note requires, and all signatories of this Note shall be and the same are jointly and severally liable hereunder; (4) as the context requires, the word "and" may have a joint meaning or a several meaning and the word "or" may have an inclusive meaning or an exclusive meaning; (5) the term "subsidiary" means any registered organization or other organization (i) the majority (by number of votes) of the outstanding voting interests of which is at the time owned or controlled by Borrower, or by one or more subsidiaries of Borrower, or Borrower and one or more subsidiaries of Borrower, or (ii) otherwise controlled by or within the control of Borrower or any subsidiary; (6) the Commitment Letter and the other loan documents shall be applied and construed in harmony with each other to the end that Bank is ensured repayment of the loan evidenced by this Note in accordance with the terms of this Note and such other loan documents, and this Note and the other loan documents shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Note or any of the other loan documents; (7) Bank does not intend to and shall not reserve, charge or collect interest, fees or charges hereunder in excess of the maximum rates or amounts permitted by applicable law and if any interest, fees or charges are reserved, charged or collected in excess of the maximum rates or amounts, it shall be construed as a mutual mistake, appropriate adjustments shall be made by Bank and to the extent paid, the excess shall be returned to the person making such a payment; and (8) wherever possible each provision of this Note shall be interpreted and applied in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under such law, or the application thereof shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Note, or the application thereof shall be in a manner and to an extent permissible under applicable law.

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

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

Section 5.4. Right of Set-off; Recoupment. Upon the occurrence of an Event of Default, or the occurrence of an event which, with the giving of notice or a lapse of time, or both, would become an Event of Default under this Note, Bank is authorized and empowered to apply to the payment hereof, any and all money deposited in Bank in the name of or to the credit of Borrower, without advance notice, and is authorized to offset any obligation of Bank to Borrower to the payment hereof and is authorized to exercise its rights of recoupment relative to Borrower.

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

Section 5.6. Jury and Jurisdiction. This Note shall be deemed to have been executed and delivered in South Carolina regardless of where the signatories may be located at the time of execution and shall be governed by and construed in accordance with the substantive laws of the State of South Carolina, excluding, however, the conflict of law and choice of law provisions thereof. Borrower, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Note.

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

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

Section 5.9. Anti-Money Laundering and Anti-Terrorism. Borrower represents, warrants and covenants to Bank as follows: (1) Borrower (a) is not and shall not become a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (b) does not engage in and shall not engage in any dealings or transactions prohibited by Section 2 of such executive order, and is not and shall not otherwise become associated with any such person in any manner violative of Section 2, (c) is not and shall not become a person on the list of Specially Designated Nationals and

Blocked Persons, and (d) is not and shall not become subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order; (2) Borrower is and shall remain in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) the Uniting And Strengthening America By Providing Appropriate Tools Required To Intercept And Obstruct Terrorism (USA Patriot Act of 2001); and (3) Borrower has not and shall not use all or any part of the proceeds, advances or other amounts or sums evidenced by this Note, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

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

Notice -- Waiver of Right of Appraisal

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

BORROWER:

Evelyn D. Rice
by Deborah Rice-Marko, Attorney-in-Fact
Print Name: Evelyn D. Rice
by Deborah Rice-Marko,
Attorney-in-Fact

Witness:

[Signature]
Print Name: Eric J. Davidson

[Signature]
Print Name: Zan Suren-Deitz

ATTACHMENT TO PROMISSORY NOTE

This Attachment to the Commercial Promissory Note (the "Promissory Note"), executed on the date hereof, is entered into between RBC Centura Bank and Evelyn D. Rice as of November 18, 2005. This Addendum amends and supplements the Promissory Note. In the event of any conflict between the terms of the Promissory Note and this Addendum, the terms of this Addendum shall control.

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

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

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

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

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

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

Section 2. Full Force and Effect. Except as expressly amended herein, the Promissory Note shall remain in full force and effect.

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

RBC CENTURA BANK

Witness:

By: *M. E. Baker*

Michael E. Baker

Title: Banking Officer

B. Ladiser
Print Name: C. LADISER

Evelyn D. Rice
by Deborah Rice-Marko, Attorney-in-Fact
Print Name: Evelyn D. Rice
by Deborah Rice-Marko,
Attorney-in-Fact

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

[Signature]
Print Name: Zan Suren-Deitz

BK 5822PG233

FILED-RECORDED
RMC / ROD

2007 JAN 26 AM 9:41

MARGARET L. BAILEY
DORCHESTER COUNTY, SC



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS
NOT TO BE DETACHED OR REMOVED AND MUST BE
CITED AS THE FIRST PAGE OF THE RECORDED
DOCUMENT. THE TOP OF THE PAGE IS TO BE USED FOR
RECORDING PURPOSES AND IS NOT TO BE USED FOR
ANY OTHER PURPOSE.

REGISTER OF DEEDS
DORCHESTER COUNTY SOUTH CAROLINA
MARGARET L. BAILEY, REGISTER
POST OFFICE BOX 38
ST. GEORGE, SC 29477
843-563-0181 or 843-832-0181

EXHIBIT

BBB

BK 5822PG234

1500
Return to:
Mark S. Sharpe
Warren & Sinkler, LLP
P.O. Box 1254
Charleston, South Carolina 29402

Space Above Line for Processing Data

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

State of South Carolina

Dorchester County

RBC Centura

Assignment and Assumption Agreement (Cover Page)

Parties:

EVELYN D. RICE (whether one or more, "Assignor"), with a business address of 32 South Battery, Charleston, SC 29401,

GW DORCHESTER, LLC, a South Carolina limited liability company (whether one or more, "Assignee"), with a business address of 32 South Battery, Charleston, SC 29401; and

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

Date: As of August 30, 2006

Recorded Documents Being Assumed:

Mortgage, Assignment of Rents and Security Agreement from Assignor in favor of Bank recorded in the ROD Office for Dorchester County, South Carolina in Book 5046, page 049,



DAVIDSON & BRADSHAW, LLC
ATTORNEYS AT LAW
125-H WAPPOO CREEK DRIVE
CHARLESTON, SC 29412

RALEIGH/357212 v.2 03/10/05

Customer No. 2070553
Note No. 102

RBC Centura

Assignment and Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is entered into as of the 30th day of August, 2006, by and between EVELYN D. RICE ("Assignor", whether one or more) with a mailing address of 32 South Battery, Charleston, SC 29401, and GW DORCHESTER, LLC, a South Carolina limited liability company ("Assignee", whether one or more), with a mailing address of 32 South Battery, Charleston, SC 29401, and RBC CENTURA BANK ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220.

A. Assignor has made and issued to Bank its promissory note or notes ("Note", whether one or more) described on Attachment 1 to this Agreement.

B. If so indicated on Attachment 1, the Note is secured and the security documents are generally as described on Attachment 1.

C. The Note, any security documents described on Attachment 1 and any other loan and security documents that are outstanding with respect to the extension of credit evidenced by the Note, even if not listed on Attachment 1, are hereinafter collectively referred to as the "Contract" and the Contract is hereby incorporated herein as a part of this Agreement.

D. Assignee desires to assume all of the obligations of Assignor under the Contract and Bank is willing to permit Assignee to so do, all as provided in and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises aforesaid, the transfers between the Assignor and Assignee, the mutual covenants and agreements hereinafter contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant, contract and agree as follows:

Section 1. Assignment. Assignor hereby transfers, sets over and assigns to Assignee all of Assignor's rights, responsibilities, liabilities, obligations and interests in, to and under the Contract, and Assignee hereby unconditionally accepts all of Assignor's rights, responsibilities, liabilities, obligations and interests in, to and under the Contract. Unless otherwise specifically provided in this Agreement, the assignment and assumption of the Contract under this Agreement shall not extend the maturity date of the Note and shall not extend any other dates and times for performance under the Note; and, the assignment and assumption shall not extend any of the dates and times for performance under or in connection with the other instruments, documents, agreements, certificates and statements which make up and form the Contract.

Section 2. Assumption. Assignee hereby unconditionally assumes each and all the responsibilities, liabilities and obligations of the Assignor in, to and under the Contract, including both those that now exist and those that arise hereafter. In accordance with the foregoing but without limiting the generality of the foregoing, Assignee agrees: (1) to pay to Bank all amounts that are presently due under the Contract and agrees to pay to Bank all amounts that may in the future become due under the Contract at the time, in the manner and in all other respects as provided in the Contract, (2) to perform all the other obligations required to be performed by Assignor under and in connection with the Contract at the time, in the manner and in all other respects as provided in the Contract, and (3) to be bound by all of the representations, terms, conditions, covenants and provisions of the Contract as fully and to the same extent as though such Contract and each of the instruments, documents, agreements, certificates and statements which are a part of the Contract had originally been made, executed and delivered by Assignee to Bank, all without regard to any right of setoff, counterclaim or other defense which Assignee may now have against Assignor or any other person (inclusive of Bank) and without regard to any right of setoff, counterclaim or other defense which Assignee may hereafter have against Assignor or any other person (inclusive of Bank). Assignee agrees to execute and deliver all financing statements, certifications, authorizations, instruments, documents and agreements, and to take all actions which the Bank may reasonably request in order that Bank shall obtain the full benefit of this Agreement and in order

that Bank shall have the rights and powers herein created.

Section 3. Collateral. Except as provided in Attachment 1 under the heading "Released Collateral", all of the property and property rights ("Collateral") which now secure and all of the property and property rights which may in the future secure the obligations evidenced by and arising under the Contract are and shall remain subject to the liens, charges and encumbrances of Bank's security interests and liens as created by or established in the Contract, and the Bank shall retain its lien priority in such Collateral. Nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges and encumbrances of the Contract or the priority thereof over other liens, charges and encumbrances.

Section 4. Liability of Assignor and other Persons. Except as provided in Attachment 1 under the heading "Released Parties", this Agreement does not release, discharge or affect the liability of, and nothing contained or done pursuant to this Agreement shall release, discharge or affect the liability of any person who is now liable under or on account of the Contract or any one or more of the instruments, documents, agreements, certificates and statements which are a part of the Contract, including, without limitation, the Assignor, any guarantor and any person who has pledged, hypothecated or otherwise granted to Bank a security interest or lien in any property owned by such person; and this Agreement does not release, discharge or affect the liability of, and nothing contained or done pursuant to this Agreement shall release, discharge or affect the liability of any person who may in the future be liable under or on account of the Contract or any one or more of the instruments, documents, agreements, certificates and statements which are a part of the Contract, including, without limitation, the Assignor, any guarantor and any person who has pledged, hypothecated or otherwise granted to Bank a security interest or lien in any property owned by such person. Unless otherwise specifically provided in Attachment 1, each and all of the foregoing persons shall continue to remain liable under the Contract to the same extent and with the same force and effect as set forth in the instrument, document or agreement creating or establishing their liability under or on account of the Contract.

Section 5. Transfer of Collateral. In connection with the assumption of liability by Assignee, Assignor has transferred to Assignee, or will transfer contemporaneously herewith to the Assignee, title to the Collateral, subject to the security interests and liens of Bank in and to such Collateral. At the time of transfer, Assignor and Assignee shall execute and deliver to Bank and Assignor and Assignee shall execute and deliver to other persons on Bank's behalf, as instructed by Bank, such documents and agreements, and pay such fees as may be required to ensure continuation of the Bank's security interests and liens in and to the Collateral, including, without limitation, amendments to existing financing statements or new financing statements, as appropriate. Bank agrees that the transfers described herein shall not be a default under the terms of the Contract and shall not accelerate the balance due and payable thereunder.

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

Section 7. Costs and Expenses. All of the costs and expenses incurred by Bank in connection with this Agreement and the assignment and assumption which is the subject of this Agreement shall be paid by Assignee upon the request of and at the time of demand for payment thereof made by Bank on Assignee. As used herein, "costs and expenses" include, without limitation, reasonable attorneys' fees and fees of legal assistants, and reasonable fees of accountants, engineers, surveyors, appraisers and other professionals or experts - and all references to attorneys' fees or fees of legal assistants, or fees of accountants, engineers, surveyors, appraisers or other professionals or experts shall mean reasonable fees.

Section 8. Usury; Invalidity of Provisions. Bank does not intend to and shall not reserve, charge and collect interest, fees and charges under the Contract in excess of the maximum rates and amounts permitted by applicable law. If any interest, fees and charges are reserved, charged and collected in excess of the maximum rates and amounts, it shall be construed as a mutual mistake, appropriate adjustments shall be made by Bank and to the extent paid, the excess shall be returned to the person making such a payment. Wherever possible each provision of the Contract shall be interpreted and applied in such manner as to be effective and valid under applicable law, but if any provision of the Contract shall be prohibited or invalid under such law, or the application thereof shall be prohibited or invalid under

such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision and the remaining provisions of the Contract, or the application thereof shall be in a manner and to an extent permissible under applicable law.

Section 9. Notices. The address to which notices to Assignee should be sent under the Contract is the address for Assignee set forth above. Changes in Assignee's address must be given in accordance with the provisions of the Contract relating to providing notice of a change in an address to which notices should be sent.

Section 10. Maintenance of Records. Bank is authorized to maintain, store and otherwise retain this Agreement and the other documents constituting the Contract in their original, inscribed tangible forms or records thereof in an electronic medium or other non-tangible medium which permits such records to be retrieved in perceivable forms.

Section 11. Credit Investigations; Bank's Responsibilities. Bank is irrevocably authorized to make and have made such credit investigations as it deems appropriate to evaluate the credit, personal and financial standing and employment of any person primarily or secondarily obligated under the Contract, and Bank is authorized to share with consumer reporting agencies and creditors its experiences with any of such persons and other information in Bank's possession relative to any of such persons. Bank shall not have any obligation or responsibility to do any of the following: (1) protect and preserve any of the Collateral and other security given or to be given in connection with the Contract against the rights of third persons having an interest therein; (2) provide information to third persons relative to the Contract, Bank's liens and security interests in any of the Collateral, or otherwise with respect to any person primarily or secondarily obligated under the Contract; and (3) subordinate its liens and security interests in any of the Collateral to the interests of any third persons or to enter into control agreements relative to any of the Collateral.

Section 12. Waiver of Jury Trial. Assignor and Assignee to the extent permitted by law, waive any right to a trial by jury in any action arising from or related to this Agreement and they each waive any right to a trial by jury in any action arising from or related to the Contract.

Section 13. Anti-Money Laundering and Anti-Terrorism. Assignor and Assignee, each for itself but not for the other, represent, warrant and covenant to Bank as follows: (1) neither Assignor nor Assignee (a) is or shall become a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (b) engage in or shall engage in any dealings or transactions prohibited by Section 2 of such executive order, or is or shall become otherwise associated with any such person in any manner violative of Section 2, or (c) is or shall become a person on the list of Specially Designated Nationals and Blocked Persons or is subject to or shall become subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order; (2) Assignor and Assignee are and shall remain in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) the Uniting And Strengthening America By Providing Appropriate Tools Required To Intercept And Obstruct Terrorism (USA Patriot Act of 2001); and (3) neither Assignor nor Assignee has or shall use all or any part of the proceeds of or related to the loan evidenced by or secured by the Contract, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

Section 14. Use and Application of Terms. To the end of achieving the full realization by Bank of its rights and remedies under this Agreement, including payment in full of the Note, in using and applying the various terms, provisions and conditions in this Agreement, the following shall apply: (1) the terms "hereby", "hereof", "herein", "hereunder", and any similar words, refer to this Agreement; (2) words in the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular numbered meaning include the plural number, and vice versa; (3) words importing persons include firms, companies, associations, general partnerships, limited partnerships, limited liability partnerships, limited liability companies, limited liability limited partnerships, trusts, business trusts, corporations and other legal organizations, including public and quasi-public bodies, as well as individuals; (4) the use of the terms "including" or "included in", or the use of examples generally, are not intended to be limiting, but shall mean, without limitation, the examples provided and others that are not listed, whether similar or dissimilar; and (5) as the context requires, the word "and" may have a joint meaning or a

several meaning and the word "or" may have an inclusive meaning or an exclusive meaning.

Section 15. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State whose laws govern the Contract, excepting, however, its conflict of law and choice of law provisions.

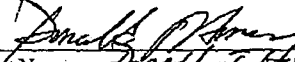
Section 16. Entire Agreement. This Agreement shall become a part of the Contract and the Contract, inclusive of this Agreement, contains the entire agreement of the parties to the Contract. Assignor, Assignee and Bank do hereby ratify and confirm the terms of the Contract, all of which shall remain in full force and effect, as modified by this Agreement. The Contract, inclusive of this Agreement, shall be binding upon any assignee and successor in interest of the parties hereto. Assignor and Assignee waive and will not assert against any transferee and assignee of Bank any claims, defenses, set-offs and rights of recoupment which either of them could assert against Bank, except defenses which cannot be waived. All references herein to the "Agreement" include any supplemental agreements that must be filed or recorded to reflect modifications to any of the instruments, documents and agreements making up the Contract that are of record.

Section 17. WAIVER OF APPRAISAL RIGHTS. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the Property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. **THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE PROPERTY.** The undersigned has executed this Modification as of the date first set forth above.

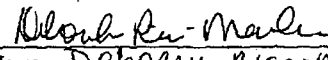
ASSIGNEE:

Signed, sealed and delivered in the presence of:

Witness:


Print Name: Donald S. Ferris

GW DORCHESTER, LLC, a South Carolina limited liability company

By: 
Print Name: DEBORAH RICE-MARKS
Title: Manager

Witness:


Print Name: Elizabeth B. Dabney

BK 5822PG239

SOUTH CAROLINA,

CHARLESTON COUNTY.

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

Witness my hand and official seal this the 28 day of December, 2006.

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

BK 5822PG240

ASSIGNOR:

Signed, sealed and delivered in the presence of:

Witness:

Donald J. Horner
Print Name: Donald J. Horner

Evelyn D. Rice
my Deborah B. Rice - Marko
Evelyn D. Rice her atty in fact
Print Name: EVELYN D. RICE

Witness:

Elizabeth B. Daburg
Print Name: Elizabeth B. Daburg

SOUTH CAROLINA,

CHARLESTON COUNTY.

I, Elizabeth B. Daburg, Notary Public for South Carolina, do hereby certify that Evelyn D. Rice, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 28 day of December, 2006.

*by Deborah B. Rice - Marko
her attorney-in-fact

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

BK 5822PG241

The undersigned has executed this Modification as of the date first set forth above.

BANK:

Signed, sealed and delivered in the presence of:

RBC CENTURA BANK

Witness:

Print Name:

Phyllis Mitchell

By:

Michael E. Baker

Title: Banking Officer

Witness:

Print Name:

BRAD RUSSELL

SOUTH CAROLINA,

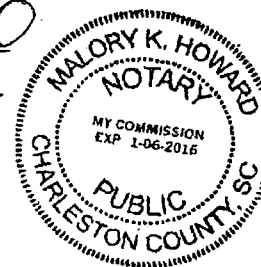
CHARLESTON COUNTY.

I, Malory Howard, Notary Public for South Carolina, do hereby certify that RBC Centura Bank, by Michael E. Baker, its Banking Officer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 28 day of December, 2006.

Malory Howard
Notary Public for South Carolina

My Commission Expires: 01-06-2012



8K 5822PG242

Attachment 1
to
Assignment and Assumption Agreement

Description of Promissory Note:	Promissory Note dated November 18, 2005, in the face amount of Two Million Three Hundred Fifty Thousand and No/100 Dollars (\$2,350,000.00) executed by Evelyn D. Rice, in favor of RBC Centura Bank, as amended by a Modification Agreement dated of even date herewith between Evelyn D. Rice and Bank.	
Description of Security Documents:	1.	Mortgage, Assignment of Rents, and Security Agreement executed by Evelyn D. Rice, recorded November 23, 2005, in Book 5046, page 049, in the ROD Office for Dorchester County, S.C., as amended by a Modification Agreement dated of even date herewith between Evelyn D. Rice and Bank.
Released Collateral:		None
Released Parties:		None

Bank Use Only:	Customer Number _____
	Account Number _____

RBC Bank

Amended and Restated Promissory Note (Variable Rate - NPF)

\$2,327,500.00

Charleston, South Carolina
July 15, 2011

This Note amends and restates that certain Commercial Promissory Note dated November 18, 2005, made by Borrower, as the assignee of Evelyn D. Rice, in favor of Bank (as successor in interest to RBC Centura Bank) in the original principal amount of \$2,350,000 (as amended, modified, replaced or restated prior to the date hereof, the "Original Note")

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to RBC BANK (USA) ("Bank"), or order, the principal sum of Two Million Three Hundred Twenty-Seven Thousand Five Hundred Dollars (\$2,327,500.00), together with interest, fees, premiums, charges and costs and expenses as set forth in this Note. Payments by Borrower under this Note will be made as provided in this Note and will be payable at any banking office of Bank in the city or town indicated above, or such other place as the holder of this Note may designate.

Interest Rates

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

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

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

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

interest under this Note will be contract rates of interest, whether a pre-default rate or a default rate, and references to contract rates in any Loan Documents executed and delivered by Borrower or others to Bank in connection with this Note will be to such contract rates.

Payment Terms

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

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

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

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

Supporting Documents

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

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

Late Charges and Expenses

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

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

Default and Acceleration

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

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

General Terms

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

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

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

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

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

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

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

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

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

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

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

Anti-Money Laundering

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

Definitions

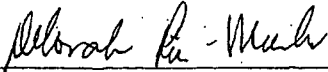
In this Note: (1) "Borrower" refers to all signatories of this Note collectively and severally, as the context of this Note requires, and all signatories of this Note will be and the same are jointly and severally liable hereunder; (2) "Loan" refers to the loan or other credit facility evidenced by this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

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

Notice –Waiver of Right of Appraisal

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

GW DORCHESTER, LLC

By:  [SEAL]
Name:
Title:

Customer No. 3149854

Note Number _____

RBC Bank

UNCONDITIONAL
GUARANTY AGREEMENT
(Single Loan)

82

THIS SINGLE LOAN GUARANTY AGREEMENT ("Guaranty Agreement"), entered into as of the 27 day of July, 2009, by DEBORAH G. RICE-MARKO ("Guarantor", whether one or more), with a mailing address of 32 South Battery, Charleston, South Carolina 29401, to RBC BANK (USA) ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220.

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

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

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Bank to make the loan and to otherwise extend the credit requested by Customer, Guarantor, jointly and severally, if more than one, hereby absolutely and unconditionally guarantees to Bank, its successors and assigns: (1) the punctual payment when due (whether by acceleration or otherwise) of all outstanding principal under that certain promissory note (the "Note") dated November 18, 2005, in the original principal amount of Two Million Three Hundred Fifty Thousand and No/100 Dollars (\$2,350,000.00), executed in favor of Bank by Evelyn D. Rice, the obligations of whom under the Note were assumed by Customer pursuant an Assignment and Assumption Agreement dated as of August 30, 2006, by and among Bank, Evelyn D. Rice, and Customer, as such Note was modified by (i) a Modification Agreement between Evelyn D. Rice and Bank dated as of August 30, 2006, (ii) a Modification Agreement dated December 28, 2006, by and between Bank and Customer, pursuant to the terms of which the principal amount of the Note was decreased to \$2,337,500.00, (iii) a an extension letter dated January 16, 2008, (iv) a Modification Agreement dated February 26, 2008, by and between Bank and Customer, and (v) a Modification Agreement dated of even date herewith by and between Bank and Customer, together with all due and unpaid interest (to include default interest), finance charges, late payment fees and other fees and charges, prepayment premiums and all costs and expenses (to include reasonable attorneys' fees and fees of legal assistants, reasonable fees of accountants, appraisers, adjusters, engineers, surveyors or other professionals employed or retained by and on behalf of Bank, and intangible personal property taxes, documentary stamp taxes, excise taxes and other similar taxes) payable and to be payable thereunder, and incurred and to be incurred in connection therewith (the "Credit Agreement"); (2) the punctual payment and performance by Customer and other persons of all of their covenants, agreements and obligations under any security agreements, deeds of trust, mortgages, security deeds, trust deeds, deeds to secure debt, pledge agreements, assignments, commitments, loan agreements and other agreements, statements and records executed and delivered to Bank or others on Bank's behalf in connection with the indebtedness evidenced by the Credit Agreement (the Credit Agreement and the other agreements and documents executed and delivered in connection with the Credit Agreement shall be referred to herein collectively as the "Loan Documents", and the Loan Documents may be in a written or tangible medium, electronic medium or some other medium and includes all renewals, extensions, amendments, modifications, replacements and substitutions thereof and therefor); and (3) the punctual payment of any and all sums advanced and paid by Bank, at its option, under the Loan Documents, including, but not limited to, sums advanced and paid by Bank for taxes and insurance premiums and sums advanced and paid by Bank to protect any collateral and other security given for said indebtedness (all of the foregoing, including, without limitation, the principal, interest, fees, charges, premiums and costs and expenses under the Credit Agreement, Customer's and

EXHIBIT

DDD

other persons' covenants, agreements and obligations and the sums advanced and paid by the Bank, being hereinafter collectively termed "Obligations of Customer").

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

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

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

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

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

3.2. Release or Surrender of Rights. Guarantor covenants and agrees that Bank may at any time, and from time to time, in its sole discretion, do or cause to be done any one or more of the following: (1) renew, extend and otherwise change the time, manner, place and terms of payment of any and all of the Obligations of Customer, and otherwise modify the Obligations of Customer; (2) grant indulgences generally from time to time to Customer and any other person liable for the Obligations of Customer; (3) exchange, release and surrender any and all of the collateral and other security, or any part thereof or interest therein, by whomsoever deposited, given or made, which is or may hereafter be held by Bank or others on its behalf, or in which it has a lien and security interest in connection with any and all of the Obligations of Customer and any liabilities and obligations of Guarantor hereunder; (4) sell and otherwise dispose of, and purchase all or parts of, or interests in, such collateral and other security at public and private sale, or to or through any securities intermediary or other person, and after deducting all costs and expenses of every kind for collection, preparation for sale, sale and delivery, the net proceeds of any such sales and other dispositions may be applied by Bank toward payment and satisfaction of the Obligations of Customer, in such order as Bank in its discretion may elect, or in such order as Bank may be required to apply the proceeds under applicable law - if applicable law directs a specific manner of application of proceeds; or (5) settle and compromise with the Customer, any insurance carrier and any other person liable thereon, any and all of the Obligations of Customer, or subordinate the payment of all and any part of same to the payment of any other debts and claims which may at any time be due and owing to Bank or any other persons, all in such manner and upon such terms as Bank may deem proper or desirable, and without notice to or further assent from Guarantor, it being agreed that Guarantor shall be and remain bound by this Guaranty Agreement irrespective of the existence, value and condition of any collateral and other security, or the impairment of any collateral and other security (to include, without limitation, impairment due to any failure to perfect or continue perfection of a lien and a security interest and any other act or inaction by Bank or other persons relative to the administration of this Guaranty Agreement, the

Obligations of Customer and any collateral and other security), or the unenforceability of any of the Obligations of Customer or the discharge and release of Customer from liability for any of the Obligations of Customer and notwithstanding any such change, exchange, settlement, compromise, surrender, release, failure to perfect or continue perfection and other act or inaction relative to administration, sale and other disposition, application, renewal or extension and notwithstanding also that the Obligations of Customer may at any time exceed the aggregate principal sum hereinabove prescribed (if any such limiting sum appears). If Bank should request Guarantor to consent to any of the foregoing, such request by Bank or consent by Guarantor shall not constitute a waiver by Bank of the provisions of this Section which permit such actions without Guarantor's consent, nor of any other provision of this Guaranty Agreement relating to acts and inactions of Bank and such request or consent shall not create a course of dealing between Bank and Guarantor that would require the consent of Guarantor to any of the foregoing in the future. Furthermore, this Guaranty Agreement shall not be construed to impose any obligation on Bank to extend or continue to extend credit, to otherwise deal with Customer at any time, or to take or refrain from taking any acts relative to the administration of any of the Obligations of Customer and any collateral and other security for the Obligations of Customer or this Guaranty Agreement.

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

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

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

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

4.3. Security; Set-off. As security for any and all liabilities of Guarantor hereunder, now existing and hereafter arising, Guarantor hereby grants Bank a security interest in any and all moneys, furniture, fixtures, equipment, inventory, documents, investment property, financial assets, promissory notes and other instruments, chattel paper, accounts, payment intangibles and other general intangibles, deposit accounts, supporting obligations, including guarantees, letters-of-credit and letters-of-credit rights and any and all other forms of property and things of value (real, personal or mixed) and any right, title and interest of Guarantor therein and thereto and the proceeds thereof, which have been and may hereafter be deposited or left with Bank (or with any agent or other third person acting on Bank's behalf) by or for the account or credit of Guarantor, including, without limitation, any property in which Guarantor may have an interest. Furthermore, where any obligation of Guarantor is due and unpaid Bank hereunder, Bank is herewith authorized to exercise its right of set-off or "bank lien" as to any demand, checking, time, savings, and other deposit accounts of any nature maintained in and with it by Guarantor, without advance notice. Such right of set-off shall also be applicable and exercised by Bank, in its sole discretion, where Bank is indebted to any Guarantor by reason of any certificate of deposit, bond, instrument or otherwise. Bank also is granted and shall otherwise have recoupment rights and may exercise such recoupment rights where any obligation of Guarantor is due and unpaid to Bank hereunder. If Guarantor or others have executed and delivered to Bank any separate deeds of trust, mortgages, security deeds, deeds to secure debts, trust deeds, security agreements, assignments or other security documents in connection with this Guaranty Agreement, the property and property rights therein described shall secure this Guaranty Agreement and Guarantor's payment and performance obligations hereunder to the extent and all as provided herein and in said separate security documents. If Guarantor or others

have so executed and delivered security documents as aforesaid, some or all of them may be listed or described on Exhibit A attached hereto, but, the failure of any or all of such security documents to be listed or described thereon shall not limit this Guaranty Agreement, the effectiveness and enforceability of any security documents not listed or described on Exhibit A and the liabilities of Guarantor and others hereunder or under such security documents.

Section 5. Financial Information on Guarantor; Bank's Records Controlling. Guarantor shall provide Bank with such financial information as Bank may from time to time request. Any statement of account or records that bind the Customer shall be binding against the Guarantor and the records of Bank maintained in the ordinary course of its business with respect to the Obligations of Customer shall be binding on Guarantor in all respects, including, without limitation, the extent and nature of the Obligations of Customer and the liabilities of Guarantor under this Guaranty Agreement.

Section 6. Customer's Organization Status.

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

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

Section 7. Guarantor's Waiver of Rights.

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

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

the Obligations of Customer to which any such payments, transfers and set-off were credited, costs of court, and the reasonable attorneys' fees incurred by Bank in connection therewith.

7.3. Waiver of Subrogation. Guarantor expressly waives, for Bank's benefit and the benefit of Customer and any other guarantor, maker, endorser, obligor and debtor on the Obligations of Customer, any and all rights of recourse against Customer, and any other guarantor, maker, endorser, obligor and debtor on the Obligations of Customer, and property and assets of the same, arising out of any payment made under or pursuant to this Guaranty Agreement, including any claim of subrogation, reimbursement, exoneration, contribution and indemnity that Guarantor may have against the Customer, any other guarantor, maker, endorser, obligor and debtor on the Obligations of Customer. Guarantor will not enter into any contract or agreement in violation of the provisions hereinabove, and any such purported contract or agreement shall be void ab initio.

Section 8. Events of Default; Remedies.

8.1. Events of Default. Guarantor shall be in default under this Guaranty Agreement upon the happening of any of the following events, circumstances and conditions, or the occurrence of an event which, with the giving of notice or a lapse of time, or both, would become an event of default hereunder, to wit:

- (a) default in the payment or performance of any of the obligations or of any covenant, warranty or liability contained or referred to herein, or contained in any other contract, agreement or record of Customer or Guarantor with Bank, whether now existing or hereafter arising;
- (b) any warranty, representation or statement made or furnished, or hereafter made or furnished, to Bank or others for the benefit of Bank, by or on behalf of Customer or Guarantor, in connection with this Guaranty Agreement, or to induce Bank to extend credit or deal with Customer or Guarantor or otherwise with respect to the Obligations of Customer proving to have been false or inaccurate in any material respect when made or furnished;
- (c) the death or mental incompetency of a Guarantor or Customer who is an individual and the dissolution, liquidation, termination of existence, merger or change in control of or in a Guarantor or Customer that is a registered organization or other organization;
- (d) insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any state or federal bankruptcy or insolvency laws by or against Guarantor or Customer;
- (e) failure of a Customer or Guarantor that is a registered organization to maintain its existence in good standing;
- (f) the entry of any monetary judgment or the assessment or filing of any tax lien against either Customer or Guarantor or the issuance of any writ of garnishment or attachment against any property of, debts due or rights of Customer or Guarantor, to specifically include the commencement of any action or proceeding to seize moneys of Customer or Guarantor on deposit in any deposit account with Bank;
- (g) if Customer or Guarantor is a registered organization or other organization, the default in the payment or performance of any indebtedness or other obligation which is now owing to Bank or any indebtedness or other obligation which arises in the future and is owing to Bank by any subsidiary of Guarantor or the Customer; or
- (h) if Bank should otherwise deem itself, any security interests, its collateral or other security, or the Obligations of Customer guaranteed hereby and hereunder or the liability of Guarantor hereunder unsafe or insecure, or should Bank, in good faith, believe that the prospect of payment or other performance by Customer or Guarantor is impaired.

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

Section 9. Miscellaneous.

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

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

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

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

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

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

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

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

9.9. Waiver of Notice and Presentment; Defenses. Guarantor hereby waives to the extent permitted by law: (1) notice of acceptance of this Guaranty Agreement; (2) notice of extensions of credit and continuations of credit extensions to Customer by Bank; (3) notice of entering into and engaging in business transactions and contractual relationships and any other dealings between Customer and Bank; (4) presentment and demand for payment of any of the Obligations of Customer; (5) protest and notice of dishonor or default to Guarantor and to any other person with

respect to any of the Obligations of Customer and with respect to any security therefor; (6) all other notices to which Guarantor might otherwise be entitled; (7) any demand for payment under this Guaranty Agreement; (8) any defense of any kind which the Customer might have; and (9) application of any other defenses available to Guarantor.

9.10. Jury, Venue, Jurisdiction. This Guaranty Agreement shall be governed by and construed in accordance with the substantive laws of the State of South Carolina, excluding, however, the conflict of law and choice of law provisions thereof. Guarantor: (a) to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Guaranty Agreement or any of the Obligations of Customer; (b) irrevocably submits to the jurisdiction of either (1) the state courts of the jurisdiction identified above in this Section or (2) a United States District Court for any federal district in such jurisdiction over any action or proceeding arising from or related to this Guaranty Agreement or any of the Obligations of Customer; and (c) irrevocably waives, to the fullest extent Guarantor may effectively do so, the defense of improper venue or an inconvenient forum to the maintenance of any such action or proceeding. Nothing in this Section shall affect or impair Bank's right to serve legal process in any manner permitted by law or Bank's right to bring any action or proceeding against Guarantor or Guarantor's property in the courts of any other jurisdiction.

9.11. No Usury; No Illegal Provisions. Anything contained herein to the contrary notwithstanding, if for any reason the effective rate of interest on any of the Obligations of Customer should exceed the maximum lawful contract rate, the effective rate of such obligations shall be deemed reduced to and shall be such maximum lawful contract rate. Any sums of interest which have been collected in excess of such maximum lawful contract rate shall be applied, at Bank's election – if permitted by applicable law, as a credit against the unpaid principal balance due on the Obligations of Customer, or hereunder, or returned to the person who paid the interest that exceeded the maximum lawful contract rate. Wherever possible each provision of this Guaranty Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty Agreement.

9.12. Joint and Several Liability; Use of Terms. If more than one person has signed this Guaranty Agreement, such parties are jointly and severally obligated hereunder. Further, (1) words in the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular numbered meaning include the plural number, and vice versa; (2) words importing persons include firms, companies, associations, general partnerships, limited partnerships, limited liability partnerships, limited liability limited partnerships, limited liability companies, trusts, business trusts, corporations and other organizations, including public and quasi-public bodies, as well as individuals; (3) as the context requires, the word "and" may have a joint meaning or a several meaning and the word "or" may have an inclusive meaning or an exclusive meaning; (4) the term "Guarantor", as used herein, shall (if signed by more than one person) mean the "Guarantors and each of them"; (5) the term "subsidiary" means any registered organization or other organization (i) the majority (by number of votes) of the outstanding voting interests of which is at the time owned or controlled by Guarantor or Customer, or by one or more Subsidiaries of Guarantor or Customer, or Guarantor or Customer and one or more Subsidiaries of Guarantor or Customer, or (ii) otherwise controlled by or within the control of Guarantor, Customer or any Subsidiary of either; (6) terms used in this Guaranty Agreement which are not defined herein shall have the meaning ascribed thereto in the Uniform Commercial Code in effect from time to time in the jurisdiction whose laws govern this Guaranty Agreement; (7) all references to "Guaranty Agreement" mean this Guaranty Agreement and all amendments, modifications, renewals, extensions, replacements and substitutions thereof and therefor; and (8) this Guaranty Agreement shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Guaranty Agreement.

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

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

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

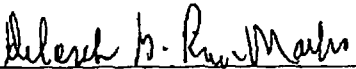
9.16. Guarantor's Acknowledgment. Guarantor acknowledges that Guarantor has read this Guaranty and fully understands the rights granted to Bank herein, and the waiver of rights of Guarantor. Guarantor further acknowledges that each of the terms contained herein is a material inducement to Bank to extend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

9.17. Incorporation of Exhibits and Attachments. Exhibit A (Description of Security Documents) and Attachment 1 (Changes to Guaranty) are by this reference incorporated herein and made a part hereof as if fully set forth in the body of this Guaranty.

Notice - Waiver of Right of Appraisal

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

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


DEBORAH G. RICE-MARKO

Witness:


Print Name: Elizabeth B. Dasburg

[Exhibit A and Attachment 1 follow]

EXHIBIT A
Attached
to
Unconditional Guaranty Agreement
(Single Loan)

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

ATTACHMENT 1
to
Unconditional Guaranty Agreement (Single Loan)
(Changes in Guaranty)

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

Section 1. Reasonable Attorneys Fees. The first sentence of Section 9.8 of the Guaranty is hereby deleted and the following sentence substituted in its stead: "Without limiting any other provision of this Guaranty Agreement relating to Guarantor's payment of costs and expenses incurred by and on behalf of Bank, but in addition thereto, Guarantor shall pay to Bank on demand any and all costs and expenses of collection, including reasonable attorneys' fees."

STATE OF SOUTH CAROLINA)

COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

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

Plaintiff,

vs.

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

Defendants.

Civil Action No. 2013-CP-18-

825

LIS PENDENS

(Non-Jury)

CLERK OF COURT
DORCHESTER COUNTY

2013 MAY -8 PM 3:55

CERTIFIED COPY

NOTICE IS HEREBY GIVEN that an action has been commenced and is pending in the above referred to Court upon the Complaint of the above-named Plaintiff against the above-named Defendant for the foreclosure of a certain Mortgage of real estate given by GW Dorchester, LLC to RBC Centura Bank, dated November 18, 2005, and recorded on November 23, 2005, in the Office of the Register of Deeds for Dorchester County in Mortgage Book 5046 at Page 49, said Mortgage securing the original amount of Two Million Three Hundred Fifty Thousand and 00/100 (\$2,350,000.00) Dollars, and encumbering the following described property:

ALL that certain lot, piece or parcel of land, together with the improvements thereon, situate, lying and being in the County of Dorchester, State of South Carolina, containing approximately 2.572 acres, more or less, shown and designated as "Parcel A" on a plat prepared by Trico Engineering Consultants, Inc., entitled "PLAT SHOWING PARCEL A, A 2.572 ACRE TRACT OF LAND, PROPERTY OF HOFDEN, LLC, LOCATED IN THE CITY OF NORTH CHARLESTON, DORCHESTER COUNTY,

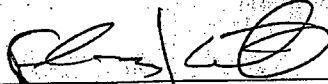
SOUTH CAROLINA" dated October 11, 2005, recorded in Plat Cabinet K at page 176 in the RMC Office for Dorchester County, South Carolina; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

This being the same property conveyed to Evelyn D. Rice by deed of Hofden, LLC, recorded in the Office of the RMC for Dorchester County on November 23, 2005 in Book 5046 at Page 41. Thereafter conveyed to GW Dorchester, LLC by deed of Evelyn D. Rice, recorded in the Office of the RMC for Dorchester County on September 19, 2006 in Book 5598 at Page 92.

TMS No. 171-00-00-185-000C

Property Address: Dorchester Road

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Frank B. B. Knowlton

SC Bar No. 003588

E-Mail: frank.knowlton@nelsonmullins.com

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

April 30, 2013

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

PNC BANK, N.A.

Plaintiff(s)

VS.

GW DORCHESTER, LLC, et. al.

Defendant(s)

(Please Print)

Submitted By: FRANK B.B. KNOWLTON

Address: NELSON MULLINS RILEY & SCARBOROUGH, LLP

P.O. BOX 11070

COLUMBIA, SC 29211

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2013

-CP - 18

825

SC Bar #:

3588

Telephone #:

803-799-2000

Fax #:

803-255-9844

Other:

E-mail:

frank.knowlton@nelsonmullins.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
- ☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☒ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

☐ Contracts	☐ Torts - Professional Malpractice	☐ Torts - Personal Injury	☐ Real Property
☐ Constructions (100)	☐ Dental Malpractice (200)	☐ Assault/Slander/Libel (300)	☐ Eminent Domain (410)
☐ Debt Collection (110)	☐ Legal Malpractice (210)	☐ Conversion (310)	☐ Partition (440)
☐ Employment (120)	☐ Medical Malpractice (220)	☐ Motor Vehicle Accident (320)	☐ Possession (450)
☐ General (130)	☐ Previous Notice of Intent Case #	☐ Premises Liability (330)	☐ Building Code Violation (460)
☐ Breach of Contract (140)	20____-CP-____	☐ Products Liability (340)	☐ Other (499)
☐ Other (199)	☐ Notice/ File Med Mal (230)	☐ Personal Injury (350)	
	☐ Other (299)	☐ Wrongful Death (360)	
		☐ Other (399)	
-
☐ Inmate Petitions	☐ Administrative Law/Relief	☐ Judgments/Settlements	☐ Appeals
☐ PCR (500)	☐ Reinstate Drv. License (800)	☐ Death Settlement (700)	☐ Arbitration (900)
☐ Mandamus (520)	☐ Judicial Review (810)	☐ Foreign Judgment (710)	☐ Magistrate-Civil (910)
☐ Habeas Corpus (530)	☐ Relief (820)	☐ Magistrate's Judgment (720)	☐ Magistrate-Criminal (920)
☐ Other (599)	☐ Permanent Injunction (830)	☐ Minor Settlement (730)	☐ Municipal (930)
	☐ Forfeiture-Petition (840)	☐ Transcript of Judgment (740)	☐ Probate Court (940)
	☐ Forfeiture-Consent Order (850)	☐ Lis Pendens (750)	☐ SCDOT (950)
	☐ Other (899)	☐ Transfer of Structured Settlement	☐ Worker's Comp (960)
		☐ Payment Rights Application (760)	☐ Zoning Board (970)
		☐ Confession of Judgment (770)	☐ Public Service Commission (990)
		☐ Petition for Workers	☐ Employment Security Commission
		☐ Compensation Settlement	(991)
		☐ Approval (780)	
		☐ Other (799)	☐ Other (999)
-
☐ Special/Complex /Other	☐ Environmental (600)	☐ Pharmaceuticals (630)
	☐ Automobile Arb. (610)	☐ Unfair Trade Practices (640)
	☐ Medical (620)	☐ Foreign Subpoenas (650)
	☐ Other (699)	☐ Motion to Quash Subpoena
		☐ in Out-of-County Action
		☐ (660)
	☐ Sexual Predator (510)	

Submitting Party Signature: Frank B.B. Knowlton

Date: April 26, 2013

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCF, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

SCCA / 234 (04/2012)

Page 1 of 2

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

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

vs.

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

Civil Action No. 2013-CP-18-

825

CERTIFICATE OF EXEMPTION
FROM ADR

CERTIFIED COPY
2013 MAY -8 PM 3:58
CLERK OF COURT
DORCHESTER COUNTY

I certify that this action is exempt from mediation because:

- _____ this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
- _____ this action is appellate in nature;
- _____ this is a post-conviction relief matter;
- _____ this is a forfeiture proceeding brought by the State;
- X this is a case involving a mortgage foreclosure;
- _____ this is a contempt of court proceeding; or
- _____ the parties submitted the case to voluntary mediation with a certified mediator prior to the filing of this civil action.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: Frank B. B. Knowlton
Frank B. B. Knowlton
E-Mail: frank.knowlton@nelsonmullins.com

SC Bar No. 003588
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

April 20, 2013

STATE OF SOUTH CAROLINA)

COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

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

Plaintiff,

vs.

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

Defendants.

Civil Action No. 2013-CP-18-

825

CERTIFICATION OF EXEMPTION
FROM ADMINISTRATIVE ORDER

2011-05-02-01

(Non-Owner Occupied Dwelling)

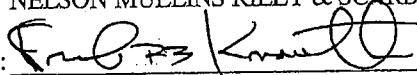
CERTIFIED COPY
2013 MAY - 8 PM 3:55
JUDICIAL CIRCUIT
DORCHESTER COUNTY

The Plaintiff by and through it undersigned attorney does hereby certify as follows:

- 1) That this is an action for the foreclosure of real property located in Dorchester County, South Carolina.
- 2) That the Administrative Order of the Supreme Court of South Carolina dated May 2nd, 2011 (2011-05-02-01) does not apply to this foreclosure, in that the real property that is the subject of this foreclosure is not an "Owner-Occupied dwelling" as defined in the Order.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By:



Frank B. B. Knowlton

E-Mail: frank.knowlton@nelsonmullins.com

SC Bar No. 003588

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

April 30, 2013

STATE OF SOUTH CAROLINA)

COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

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

Plaintiff,

vs.

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

Defendants.

Civil Action No. 2013-CP-18-

825

SUMMONS
(Non-Jury)

CERTIFIED COPY
2013 MAY -8 PM 3:56
CLERK OF COURT
DORCHESTER COUNTY

TO: THE DEFENDANTS ABOVE-NAMED:

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

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

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

NELSON MULLINS RILEY & SCARBOROUGH LLP

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

ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

April 30, 2013

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER) FIRST JUDICIAL CIRCUIT

PNC Bank, N.A., successor to RBC) Civil Action No. 2013-CP-18-825
Bank (USA);)

Plaintiff,)

COMPLAINT

vs.)

Foreclosure/Collection on
Guaranty/Appointment of Receiver

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

Defendants.)

Judgment Demanded Pursuant to
S.C. Code § 29-3-550
(Non-)

CERTIFIED COPY
2013 MAY -8 PM 3:56
J. J. Duffin
CLERK OF COURT
DORCHESTER COUNTY

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

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

State of South Carolina and doing business in the County of Charleston, State of South Carolina.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Simultaneously with the execution of the above referred to Dorchester Note, and in order to secure the payment thereof, the Defendant Evelyn D. Rice, executed and delivered to RBC Centura Bank that certain Mortgage, Assignment of Rents and Security Agreement ("Dorchester Mortgage") dated November 18, 2005, and recorded in the Office of the RMC for Dorchester County on November 23, 2005, in Mortgage Book 5046 at Page 49, wherein and whereby said Defendant mortgaged to Plaintiff the real property ("Real Property") more fully described herein as follows:

ALL that certain lot, piece or parcel of land, together with the improvements thereon, situate, lying and being in the County of Dorchester, State of South Carolina, containing approximately 2.572 acres, more or less, shown and

designated as "Parcel A" on a plat prepared by Trico Engineering Consultants, Inc., entitled *"PLAT SHOWING PARCEL A, A 2.572 ACRE TRACT OF LAND, PROPERTY OF HOFDEN, LLC, LOCATED IN THE CITY OF NORTH CHARLESTON, DORCHESTER COUNTY, SOUTH CAROLINA"* dated October 11, 2005, recorded in Plat Cabinet K at page 176 in the RMC Office for Dorchester County, South Carolina; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

This being the same property conveyed to Evelyn D. Rice by deed of Hofden, LLC, recorded in the Office of the RMC for Dorchester County on November 23, 2005 in Book 5046 at Page 41. Thereafter conveyed to GW Dorchester, LLC by deed of Evelyn D. Rice, recorded in the Office of the RMC for Dorchester County on September 19, 2006 in Book 5598 at Page 92.

TMS No. 171-00-00-185-000C

Property Address: Dorchester Road

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

20. Simultaneously with the execution of the above referred to Dorchester Mortgage, and in order to secure the payment thereof, GW Dorchester, LLC executed and delivered to RBC Bank (USA) that certain Assignment of Leases, Rents and Profits dated July 15, 2011, and recorded in the Office of the ROD for Dorchester County on July 29, 2011 in Book 7961 at Page 1, wherein and whereby said Defendant assigned to Plaintiff the leases and rents as to the Real Property. A copy of said Assignment of Leases, Rents and Profits is attached hereto as Exhibit C and incorporated herein by reference.

21. The Dorchester Mortgage was modified from time to time. On or about August 30, 2006, the Evelyn D. Rice executed an Assignment and Assumption Agreement, recorded in the RMC Office for Charleston County on January 26, 2007 in Book 5822 at Page 233, in which GW Dorchester, LLC assumed the Dorchester Note,

Dorchester Mortgage and all subsequent modifications. The terms of the Assignment and Assumption Agreement are more fully explained by reference thereto. A copy of said Assignment and Assumption Agreement is attached hereto as Exhibit D and incorporated herein by reference.

22. On or about July 15, 2011, the Defendant GW Dorchester, LLC executed a Modification of Mortgage, recorded on July 29, 2011 in the Office of the ROD for Dorchester County in Book 7960 at Page 340, in which the Dorchester Mortgage was amended to increase the principal sum secured by the Dorchester Mortgage to Twenty-Five Million and 00/100 (\$25,000,000) Dollars and secure additional indebtedness and obligations as set forth in the subsequent causes of action and as follows:

- a) Amended and Restated Promissory Note made by Deborah Rice-Marko in favor of Mortgagor dated July 15, 2011, in the principal amount of \$1,595,983.91
- b) Amended and Restated Promissory note made by Royal Beach Properties, LLC dated July 15, 2011, in the principal amount of \$3,262,500.00
- c) Amended and Restated Promissory note made by USS Clarksville, LLC dated July 15, 2011, in the principal amount of \$430,324.41
- d) Amended and Restated Promissory Note made by Liberty Cottages Land, LLC dated July 15, 2011, in the principal amount of \$1,271,220.00
- e) Amended and Restated Promissory Note made by ROA, LLC dated July 15, 2011, in the principal amount of \$1,294,197.25
- f) Amended and Restated Promissory Note made by ROA, LLC dated July 15, 2011, in the principal amount of \$3,396,459.83
- g) Amended and Restated Promissory Note made by The Brothers of SC, LLC dated July 15, 2011, in the principal amount of \$1,087,495.68
- h) Amended and Restated Promissory Note made by The Brothers of SC, LLC dated July 15, 2011, in the principal amount of \$4,900,000.00.

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

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

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

- a) Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County.
- b) Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County.
- c) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the RMC for Florence County.
- d) Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County.
- e) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Florence County.

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

24. In order to further perfect its security interest in certain of the fixtures and proceeds located upon the Real Property, RBC Bank (USA) recorded a UCC Financing Statement ("UCC") with the South Carolina Secretary of State as

Document Number 110721-1543570 on July 21, 2011. The UCC was also recorded in the RMC Office for Dorchester County on July 29, 2011 in Book 2011 at Page 98. A copy of said UCC is attached hereto as Exhibit G and incorporated herein by reference.

25. The Plaintiff reserves all rights to all other collateral that secures the Dorchester Note.

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

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

28. The Dorchester Mortgage is a valid first lien on the Real Property.

29. There is due and unpaid on the Dorchester Note and Dorchester Mortgage as of April 8, 2013, the principal sum of Two Million One Hundred Eighty-Five Thousand Five Hundred Forty and 00/100 (\$2,185,540.00) Dollars, plus interest in the amount of Two Hundred Ninety-One Thousand Six Hundred Seventy-Eight and

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

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

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

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

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

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

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

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

36. Plaintiff has declared the entire balance of the Dorchester Note and Unconditional Guaranty Agreement due and payable and hereby demands payment of the same, but Defendants Deborah Rice-Marko, Evan R. Marko and John E. Marko,

Jr. have refused to pay, and therefore is in default under the terms of the Unconditional Guaranty Agreement.

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

38. Plaintiff hereby expressly seeks a judgment against the Defendants, Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr., pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Dorchester Note and Unconditional Guaranty Agreement in the amount of Two Million Four Hundred Seventy-Nine Thousand Two Hundred Twenty-Seven and 62/100 (\$2,479,227.62) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action. The judgment entered against Defendants shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Real

Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendants after crediting the bid.

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

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

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

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

42. On or about January 26, 2009, the Defendant Deborah Rice-Marko executed a Modification Agreement, in which the Commercial Pledge Agreement was deleted as security for the loan and the following mortgages amended to secure the DRM Line of Credit Note:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the Clerk of Court for Florence County.

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

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

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

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

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

c) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the ROD for Florence County.

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

17. The Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County, is to be foreclosed herein as set forth in the First Cause of Action. The other mortgages securing the DRM Line of Credit Note are the subject of related foreclosure actions filed contemporaneously herewith in Charleston, and Florence Counties.

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

44. There is due and unpaid on the DRM Line of Credit Note, as of April 8, 2013, the principal sum of One Million Five Hundred Forty-Five Thousand Seven Hundred Forty-Eight and 91/100 (\$1,545,748.91) Dollars, plus interest in the amount of Two Hundred Twenty-Seven Thousand Four Hundred Forty-Six and 03/100

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

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

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

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

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

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

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

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

51. There is due and unpaid on the DRM Line of Credit Note and Continuing Guaranty Agreement, as of April 8, 2013, the principal sum of One Million Five Hundred Forty-Five Thousand Seven Hundred Forty-Eight and 91/100 (\$1,545,748.91) Dollars, plus interest in the amount of Two Hundred Twenty-Seven Thousand Four Hundred Forty-Six and 03/100 (\$227,446.03) Dollars and late fees in the amount of Twelve Thousand Two Hundred Ninety-Three and 29/100 (\$12,293.29) Dollars. Demand has been made upon Defendant Deborah Rice-Marko to pay said

amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of One Million Seven Hundred Eighty-Five Thousand Four Hundred Eighty-Eight and 23/100 (\$1,785,488.23) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the DRM Line of Credit Note.

52. Plaintiff hereby expressly seeks a judgment against the Defendant Deborah Rice-Marko pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the DRM Line of Credit Note and Continuing Guaranty Agreement in the amount of One Million Seven Hundred Eighty-Five Thousand Four Hundred Eighty-Eight and 23/100 (\$1,785,488.23) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action. The judgment entered against Defendant shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendant after crediting the bid.

FOR A FIFTH CAUSE OF ACTION

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

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

54. On or about January 24, 2005, the Deborah Rice-Marko for value received, executed and delivered to RBC Centura Bank a promissory note in the principal sum of Five Hundred Fifty Thousand Four Hundred and 00/100 (\$550,400.00) Dollars, with interest thereon, the terms of which note are more fully

explained by reference thereto ("Clarksville Note"). A copy of said Clarksville Note is attached hereto as Exhibit M and incorporated herein by reference.

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

56. The loan was thereafter modified by that certain Modification Agreement dated February 25, 2008 wherein that certain Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded on March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County, and Assignment of Leases, Rents and Profits, executed by Liberty Cottages Land, LLC, recorded on March 20, 2008 in Book N654 at Page 045 in the Office of the RMC for Charleston County, were added as security for the Clarksville Note. A copy of said Modification Agreement is attached hereto as Exhibit O and incorporated herein by reference.

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

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

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

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

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

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

58. The Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County, is to be foreclosed herein as set forth in the First Cause of Action. The other mortgages securing the Clarksville Note are the subject of related foreclosure actions filed contemporaneously herewith in Charleston, and Florence Counties.

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

60. There is due and unpaid on the Clarksville Note, as of April 8, 2013, the principal sum of Three Hundred Sixty-Eight Thousand Eighty-Four and 41/100 (\$368,084.41) Dollars, plus interest in the amount of Fifty-Seven Thousand One Hundred Twenty-Three and 31/100 (\$57,123.31) Dollars and late fees in the amount of Three Thousand One Hundred Seven and 64/100 (\$3,107.64) Dollars. Demand has been made upon the Defendant USS Clarksville, LLC to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Four Hundred Twenty-

Eight Thousand Three Hundred Fifteen and 36/100 (\$428,315.36) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Clarksville Note.

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

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

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

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

64. In consideration of the above referenced Clarksville Note, the Defendant, Deborah Rice-Marko, executed a Unconditional Guaranty of Payment ("Clarksville Guaranty 1") dated March 22, 2007 whereby she individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the Clarksville

Note to Plaintiff and all extensions and renewals thereof. A true and correct copy of the Clarksville Guaranty 1 is attached hereto as Exhibit R and is incorporated herein by reference.

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

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

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

68. There is due and unpaid on Clarksville Note and Unconditional Guaranty Agreement, as of April 8, 2013, the principal sum of Three Hundred Sixty-Eight Thousand Eighty-Four and 41/100 (\$368,084.41) Dollars, plus interest in the amount of Fifty-Seven Thousand One Hundred Twenty-Three and 31/100 (\$57,123.31) Dollars and late fees in the amount of Three Thousand One Hundred Seven and 64/100 (\$3,107.64) Dollars. Demand has been made upon Defendant Deborah Rice-Marko to

pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Four Hundred Twenty-Eight Thousand Three Hundred Fifteen and 36/100 (\$428,315.36) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Clarksville Note.

69. Plaintiff hereby expressly seeks a judgment against the Defendant Deborah Rice-Marko pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Clarksville Note and Continuing Guaranty Agreement in the amount of Four Hundred Twenty-Eight Thousand Three Hundred Fifteen and 36/100 (\$428,315.36) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action. The judgment entered against Defendant shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendant after crediting the bid.

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

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

71. On or about March 22, 2007, the Defendant Liberty Cottages, LLC for value received, executed and delivered to RBC Centura Bank, a promissory note in the principal sum of Two Million, Five Hundred Thousand and no/100 (\$2,500,000.00) Dollars, with interest thereon, the terms of which note are more fully

explained by reference thereto (the "Cottages Note"). A copy of said Cottages Note is attached hereto as Exhibit S and incorporated herein by reference.

72. The Cottages Note is secured by that certain Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded on March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County, and Assignment of Leases, Rents and Profits, executed by Liberty Cottages Land, LLC, recorded on March 20, 2008 in Book N654 at Page 045 in the Office of the RMC for Charleston County.

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

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

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

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

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

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

75. The Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County, is to be foreclosed herein as set forth in the First Cause of Action. The other mortgages securing the Cottages Note are the subject of related foreclosure actions filed contemporaneously herewith in Charleston, and Florence Counties.

76. The Defendant Liberty Cottages, LLC has defaulted in the payment of the Cottages Note given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due under said documents, and all interest due thereon. Said

Cottages Note is therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

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

78. Plaintiff hereby expressly seeks a judgment against the Defendant Liberty Cottages, LLC pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Cottages Note in the amount of One Million Four Hundred Twenty-One Thousand Twenty-Five and 45/100 (\$1,421,025.45) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Cottages Note.

79. The Plaintiff also hereby expressly seeks the foreclosure and sale of the Real Property pursuant to S.C. Code Ann. § 29-3-650. The judgment entered against the parties shall be credited by the amount of the high bid entered at any

subsequent foreclosure sale of the Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

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

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

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

82. In consideration of the above referenced Cottages Note, the Defendant, Evan R. Marko, executed an Unconditional Guaranty Agreement (“Cottages Guaranty 2”) dated March 22, 2007, whereby he individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the Cottages Note to Plaintiff and all extensions and renewals thereof. A true and correct copy of Cottages Guaranty 2 is attached hereto as Exhibit W and is incorporated herein by reference.

83. In consideration of the above referenced Cottages Note, the Defendant, John E. Marko, Jr., executed an Unconditional Guaranty Agreement

("Cottages Guaranty 3") dated March 22, 2007, whereby he individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the Cottages Note to Plaintiff and all extensions and renewals thereof. A true and correct copy of Cottages Guaranty 3 is attached hereto as Exhibit X and is incorporated herein by reference.

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

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

86. Plaintiff has declared the entire balance of the Cottages Note and Continuing Guaranty Agreement due and payable and hereby demands payment of the same, but Defendant has refused to pay, and therefore is in default under the terms of Continuing Guaranty Agreement.

87. There is due and unpaid on the Cottages Note and Continuing Guaranty Agreement, as of April 8, 2013, the principal sum of One Million Two Hundred Thirty-Nine Thousand Four Hundred Twenty and 00/100 (\$1,239,420.00) Dollars, plus interest in the amount of One Hundred Eighty-One Thousand One

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

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

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

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

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

91. ROA Note #1 is secured by that certain Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded on March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County, and Assignment of Leases, Rents and Profits, executed by Liberty Cottages Land, LLC, recorded on March 20, 2008 in Book N654 at Page 045 in the Office of the RMC for Charleston County.

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

- a) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the Clerk of Court for Florence County.
- b) Assignment of Leases, Rents and Profits, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 738 in the Office of the Clerk of Court for Florence County.
- c) Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County.

d) Assignment of Leases, Rents and Profits, executed by ROA, LLC, recorded November 14, 2007 in Book B644 at Page 505 in the Office of the RMC for Charleston County.

e) Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County.

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

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

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

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

94. The Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County, is to be foreclosed herein as set forth in the First Cause of Action. The other mortgages securing ROA Note #1 are the

subject of related foreclosure actions filed contemporaneously herewith in Charleston and Florence Counties.

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

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

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

attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to ROA Note #1.

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

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

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

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

101. In consideration of the above referenced ROA Note #1, the Defendant, Liberty Cottages Land, LLC, executed a Unconditional Guaranty Agreement ("ROA Note #1 Guaranty 2") dated February 25, 2008 whereby it individually, jointly and severally, absolutely and unconditionally guaranteed the

payment of ROA Note #1 to Plaintiff and all extensions and renewals thereof. A true and correct copy of ROA Note #1 Guaranty 2 is attached hereto as Exhibit CC and is incorporated herein by reference.

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

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

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

105. There is due and unpaid on ROA Note #1 and Continuing Guaranty Agreement, as of April 8, 2013, the principal sum of One Million Two Hundred Fifty-Seven Thousand Four Hundred Seventy-Seven and 25/100 (\$1,257,477.25) Dollars, plus interest in the amount of One Hundred Eighty-Four Thousand Thirty and 84/100 (\$184,030.84) Dollars and late fees in the amount of One

Thousand One Hundred Seventy-Six and 16/100 (\$1,176.16) Dollars. Demand has been made upon Defendants Deborah Rice-Marko and Liberty Cottages Land, LLC to pay said amounts but said Defendants have refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of One Million Four Hundred Forty-Two Thousand Six Hundred Eighty-Four and 25/100 (\$1,442,684.25) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to ROA Note #1.

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

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

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

108. On or about November 9, 2007, the Defendant, ROA, LLC, for value received, executed and delivered to RBC Centura Bank a commercial promissory

note in the principal sum of Three Million, Nine Hundred Twenty Thousand and no/100 (\$3,920,000.00) Dollars, with interest thereon, the terms of which note are more fully explained by reference thereto ("ROA Note #2"). A copy of said ROA Note #2 is attached hereto as Exhibit DD and incorporated herein by reference.

109. ROA Note #2 is secured by that certain Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded on November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County, and Assignment of Leases, Rents and Profits, executed by ROA, LLC, recorded on November 14, 2007 in Book B644 at Page 505 in the Office of the RMC for Charleston County.

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

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

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

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

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

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

112. The Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County, is to be foreclosed herein as set forth in the First Cause of Action. The other mortgages securing ROA Note #2 are the subject of related foreclosure actions filed contemporaneously herewith in Charleston and Florence Counties.

113. The Defendant has defaulted in the payment of the ROA Note #2 given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due

under said documents, and all interest due thereon. Said ROA Note #2 is therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

114. There is due and unpaid on the ROA Note #2 as of April 8, 2013, the principal sum of Three Million Two Hundred Ninety-Eight Thousand Eighty Hundred Seventy-Nine and 83/100 (\$3,298,879.83) Dollars, plus interest in the amount of Three Hundred Sixty-Eight Thousand Five Hundred Five and 15/100 (\$368,505.15) Dollars and late fees in the amount of Four Thousand Three Hundred Ninety-Four and 37/100 (\$4,394.37) Dollars. Demand has been made upon the Defendant ROA, LLC to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Three Million Six Hundred Seventy-One Thousand Seven Hundred Seventy-Nine and 35/100 (\$3,671,779.35) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to ROA Note #2.

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

116. The Plaintiff also hereby expressly seeks the foreclosure and sale of Real Property pursuant to S.C. Code Ann. § 29-3-650. The judgment entered

against the parties shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

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

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

118. In consideration of the above referenced Note, the Defendant Deborah Rice-Marko executed an Unconditional Guaranty Agreement dated November 9, 2007 whereby he individually, jointly and severally, absolutely and unconditionally guaranteed the payment of ROA Note #2 to Plaintiff and all extensions and renewals thereof. A true and correct copy of the Unconditional Guaranty Agreement is attached hereto as Exhibit GG and is incorporated herein by reference.

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

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

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

122. There is due and unpaid on ROA Note #2 and Continuing Guaranty Agreement, as of April 8, 2013, the principal sum of Three Million Two Hundred Ninety-Eight Thousand Eighty Hundred Seventy-Nine and 83/100 (\$3,298,879.83) Dollars, plus interest in the amount of Three Hundred Sixty-Eight Thousand Five Hundred Five and 15/100 (\$368,505.15) Dollars and late fees in the amount of Four Thousand Three Hundred Ninety-Four and 37/100 (\$4,394.37) Dollars. Demand has been made upon the Defendant ROA, LLC to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Three Million Six Hundred Seventy-One Thousand Seven Hundred Seventy-Nine and 35/100 (\$3,671,779.35) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to ROA Note #2.

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

Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendant after crediting the bid.

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

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

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

126. The Royal Note is secured by that certain Mortgage executed by Deborah Rice-Marko, recorded on May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County.

127. On or about August 26, 2008, the Defendant Deborah Rice-Marko executed an Assignment and Assumption Agreement, recorded in the RMC Office for Charleston County on September 4, 2008 in Book 0008 at Page 71, in which Royal Beach Properties, LLC assumed the Royal Note and all subsequent modifications. The terms of the Assignment and Assumption Agreement are more fully explained by reference thereto. A copy of said Assignment and Assumption Agreement is attached hereto as Exhibit II and incorporated herein by reference.

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

- a) Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County.
- b) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Florence County.
- c) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the Clerk of Court for Florence County.
- d) Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County.

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

129. The Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County, is to be foreclosed herein as set forth in the First Cause of Action. The other mortgages securing the Royal Note are the subject of related foreclosure actions filed contemporaneously herewith in Charleston and Florence Counties.

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

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

132. Plaintiff hereby expressly seeks a judgment against the Defendant Royal Beach Properties, LLC pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Note in the amount of Three Million Six Hundred Forty-Eight Thousand Twelve and 16/100 (\$3,648,012.16) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Royal Note.

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

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

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

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

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

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

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

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

140. Plaintiff hereby expressly seeks a judgment against the Defendants, Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr., pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Royal Note and

Continuing Guaranty Agreement in the amount of Three Million Six Hundred Forty-Eight Thousand Twelve and 16/100 (\$3,648,012.16) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action.

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

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

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

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

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

145. On August 3, 2004, The Brothers of NC, LLC filed Articles of Merger with the South Carolina Secretary of State in which The Brothers of NC, LLC merged with The Brothers of SC, LLC. The Articles of Merger were filed with the

ROD Office for Horry County on September 18, 2007 in Book 3277 at Page 724. A copy of said Articles of Merger are attached hereto as Exhibit MM and incorporated herein by reference.

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

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

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

147. The Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page

49 in the Office of the ROD for Dorchester County, is to be foreclosed herein as set forth in the First Cause of Action. The other mortgages securing Brothers Note #1 are the subject of related foreclosure actions filed contemporaneously herewith in Charleston and Florence Counties.

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

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

150. There is remaining due and unpaid on Brothers Note #1 as of April 8, 2013, the principal sum of Two Hundred Fifty-Nine Thousand Nine Hundred Five and 43/100 (\$259,905.43) Dollars, plus interest in the amount of Twenty Thousand Nine Hundred Fourteen and 16/100 (\$20,914.16) Dollars and late fees in the amount of Two Thousand Three Hundred Nine and 90/100 (\$2,309.90) Dollars. Demand has been made upon the Defendant The Brothers of SC, LLC to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said

refusal is continuing, all to Plaintiff's injury and damage in the sum of Two Hundred Eighty-Three Thousand One Hundred Twenty-Nine and 49/100 (\$283,129.49) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to Brothers Note #1.

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

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

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

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

154. In consideration of the above referenced Brothers Note #1, the Defendant, John Edward Marko, Jr., executed an Unconditional Guaranty Agreement dated December 28, 2001 whereby he individually, jointly and severally, absolutely and

unconditionally guaranteed the payment of Brothers Note #1 to Plaintiff and all extensions and renewals thereof. A true and correct copy of Unconditional Guaranty Agreement is attached hereto as Exhibit OO and is incorporated herein by reference.

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

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

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

158. There is due and unpaid on Brothers Note #1 and Continuing Guaranty Agreement, as of April 8, 2013, the principal sum of Two Hundred Fifty-Nine Thousand Nine Hundred Five and 43/100 (\$259,905.43) Dollars, plus interest in the amount of Twenty Thousand Nine Hundred Fourteen and 16/100 (\$20,914.16) Dollars and late fees in the amount of Two Thousand Three Hundred Nine and 90/100 (\$2,309.90) Dollars. Demand has been made upon Defendants John E. Marko, Jr. and

Evan R. Marko to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Two Hundred Eighty-Three Thousand One Hundred Twenty-Nine and 49/100 (\$283,129.49) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to Brothers Note #1.

159. Plaintiff hereby expressly seeks a judgment against the Defendants John E. Marko, Jr. and Evan R. Marko pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under Brothers Note #1 and the Continuing Guaranty Agreement in the amount of Two Hundred Eighty-Three Thousand One Hundred Twenty-Nine and 49/100 (\$283,129.49) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action. The judgment entered against the Defendants shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendants after crediting the bid.

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

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

161. On or about October 11, 2007, the Defendant The Brothers of SC, LLC for value received, executed and delivered to RBC Centura Bank a promissory note in the principal sum of Four Million, Nine Hundred Thousand and 00/100 (\$4,900,000.00) Dollars, with interest thereon, the terms of which note are more fully

explained by reference thereto ("Brothers Note #2"). A copy of said Brothers Note #2 is attached hereto as Exhibit PP and incorporated herein by reference.

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

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

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

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

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

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

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

165. The Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County, is to be foreclosed herein as set forth in the First Cause of Action. The other mortgages securing Brothers Note #2 are the subject of related foreclosure actions filed contemporaneously herewith in Charleston, and Florence Counties.

166. The Defendant has defaulted in the payment of Brothers Note #2 given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due under said documents, and all interest due thereon. Said Brothers Note #2 is therefore

in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

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

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

169. The Plaintiff also hereby expressly seeks the foreclosure and sale of the Real Property pursuant to S.C. Code Ann. § 29-3-650. The judgment entered against the parties shall be credited by the amount of the high bid entered at any

subsequent foreclosure sale of the Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

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

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

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

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

173. In consideration of the above referenced Brothers Note #2, the Defendants, Evan R. Marko and John E. Marko, Jr. executed a Continuing Guaranty

Agreement dated July 15, 2011, whereby each individually, jointly and severally, absolutely and unconditionally guaranteed the payment of Brothers Note #2 to Plaintiff and all extensions and renewals thereof. A true and correct copy of the Continuing Guaranty Agreement is previously attached hereto as Exhibit I.

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

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

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

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

FOR A NINETEENTH CAUSE OF ACTION
(Receiver)

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

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

WHEREFORE, the Plaintiff prays as follows:

1. A Receiver be appointed for the Real Property.
2. That the amount due Plaintiff on the above-referred to the DRM Line of Credit Note, Dorchester Note, Clarksville Note, Cottages Note, ROA Note #1, ROA Note #2, Royal Note, Brothers Note #1, Brothers Note #2, Dorchester Mortgage, and

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

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

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

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

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

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

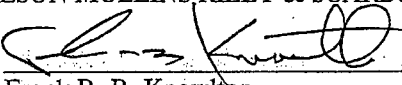
- a. to the costs, disbursements, and expenses of this action, including a reasonable attorney's fee for the plaintiff's attorney;
- b. to the amount due Plaintiff; and
- c. the surplus, if any, be held subject to the further order of this Court.

8. That the Plaintiff be granted judgment against the Defendants for the full amount due under the DRM Line of Credit Note, Dorchester Note, Clarksville Note,

Cottages Note, ROA Note #1, ROA Note #2, Royal Note, Brothers Note #1, Brothers Note #2, Dorchester Mortgage, and Continuing Guaranty Agreement at the hearing on the matter, with subsequent credit to be entered against said judgment after the foreclosure sale of the Real Property pursuant to S.C. Code Ann. § 29-3-350.

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

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Frank B. B. Knowlton

E-Mail: frank.knowlton@nelsonmullins.com

SC Bar No. 003588

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

April 30, 2013

STATE OF PENNSYLVANIA)
)
COUNTY OF NORTHAMPTON) VERIFICATION

RE: Dorchester County Real Property

PERSONALLY appeared before me the undersigned, who, being first duly sworn, deposes and says: That she/he is the authorized representative for PNC Bank, N.A., successor to RBC Bank (USA), and as such is authorized to verify the foregoing Complaint and the matters and things therein stated are accurate based on his review of the books and records maintained by the Plaintiff in the ordinary course of business, except those matter and things therein stated on information and belief, and those she/he believes to be true.

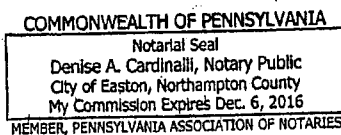
PNC Bank, N.A., successor to RBC Bank
(USA)

By: [Signature]
Print Name: SEBASTIAN WILSON JR
Its: Senior Vice President

SWORN to and subscribed before me

this 15th day of APRIL, 2013

Denise A. Cardinalli (L.S.)
Notary Public for Pennsylvania
My Commission Expires: 12/06/2016



CERTIFIED COPY
2013 MAY -8 PM 3:56
[Signature]
CLERK OF COURT
DORCHESTER COUNTY

-#4812-1861-9923 v.1 - 17104/01517-

BK 5046PG049

DT/SA

FILED-RECORDED
RMC / ROD

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MARGARET L. BAILEY
DORCHESTER COUNTY, SC

28.00

Space Above Line for Processing Data

Return To:
Davidson & Associates, LLC
125-H Wappoo Creek Drive, Building H
Charleston, SC 29412

Prepared By:
Mark S. Sharpe
Post Office Box 1254
Charleston, South Carolina 29401

CERTIFIED COPY
2013 MAY - 8 PM 3:56
DORCHESTER COUNTY

State of South Carolina

County of Dorchester

RBC Centura

Mortgage, Assignment of Rents and
Security Agreement
(Future Advance; Non-Consumer)

This record, in addition to covering other property is filed as a fixture filing and covers goods that are or are to become fixtures. The real property to which the foregoing is related is described hereinbelow. The "Secured Party" is the Bank identified below and the "Debtor" is the Mortgagor identified below. The record owner is the Mortgagor. This document serves as a fixture filing under the South Carolina Uniform Commercial Code (S.C. Code §36-9-502).

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT ("Mortgage"), entered into as of the effective date as stated in the Mortgage Supplement & Information Schedule ("Information Schedule") attached to this Mortgage, by EVELYN D. RICE (whether one or more, "Mortgagor") with a mailing address of #32 South Battery, Charleston, South Carolina 29401, to RBC CENTURA BANK, a North Carolina banking corporation ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220, which address is the place to which all notices and communications should be sent to Bank regarding this Mortgage.

A. Mortgagor desires to secure (1) the payment of the Obligations (as defined in the Information Schedule), with interest thereon, and all extensions, renewals, modifications, amendments, substitutions and replacements thereof and therefor, in whole or in part, (2) the payment of all other sums, with interest thereon, advanced in accordance with the Obligations or herewith to protect the security of this Mortgage, or advanced to protect the rights of Bank hereunder or under the Obligations, (3) the performance of the covenants and agreements contained herein and (4) the performance of the covenants and agreements contained in the Obligations and those in all documents

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evidencing, securing or relating to the Obligations, by a conveyance of Mortgagor's interest in the lands and improvements and a grant of the security interests hereinafter described.

B. The maximum principal amount of the Obligations, including present and future advances and obligations, that may be secured by this Mortgage at any one time is an amount up to Four Million and No/100 Dollars (\$4,000,000.00). The current principal amount of the Obligations outstanding which are secured by this Mortgage as of the date hereof (including any amounts which have been advanced prior to the date hereof) is Two Million Three Hundred Fifty Thousand and No/100 Dollars (\$2,350,000.00).

C. The period within which any and all future advances and obligations may be incurred under the Obligations is set forth in the Obligations, but in no event shall such period exceed fifteen (15) years from the effective date of this Mortgage. No written instrument or notation shall be required to evidence or secure any future advances and obligations hereunder.

D. Subject to the terms of the Obligations, the maximum amount available under the Obligations may be borrowed and repaid or reduced by partial payment and from time to time reborrowed and repaid (i.e., decrease or increase from time to time), provided the unpaid balance of the principal outstanding under the Obligations shall never exceed the maximum principal amount, including present and future advances and obligations, stated above. Nothing contained herein shall obligate Bank to make any advances to or extend credit to or for the benefit of any person obligated on the Obligations, and any such advances and extensions shall be under the terms and conditions contained in the Obligations or otherwise in the discretion of Bank.

E. The Obligations, including those presently in existence and those which may in the future come into existence, shall be evidenced by one or more instruments (to include promissory notes), chattel paper, general intangibles (to include payment intangibles), accounts, letters of credit, supporting obligations (to include guarantees), commitment letters, loan agreements, credit agreements, agreements relating to derivatives transactions (e.g. interest rate swaps, caps, floors or collar transactions, or other similar transactions made pursuant to an International Swap Dealers Association, Inc. Master Agreement or similar agreement) and other evidences of an indebtedness or other obligation owing to Bank by the person identified on the Information Schedule under the heading "Obligations" as the obligor or other person obligated on the Obligations, such evidences of indebtedness or other obligation and all extensions, renewals, modifications, amendments, substitutions and replacements thereof and therefor to be in a written or tangible medium, an electronic medium or in some other medium which is retrievable in a perceivable form, the terms and conditions (including the maturity dates of the Obligations) of which are incorporated herein by reference, and which Obligations may contain provisions for the adjustment of the interest rate or rates, adjustments in payments, extension or renewal of the term or terms, among other things.

NOW, THEREFORE, in consideration of the premises and for the purpose of securing the Obligations and the other indebtedness and obligations as aforesaid, and in further consideration of the sum of Ten Dollars (\$10) paid to Mortgagor by Bank, receipt of which is hereby acknowledged, Mortgagor has given, granted, bargained, sold, conveyed and mortgaged, and by these presents does give, grant, bargain, sell, convey and mortgage to Bank, its successors and assigns, upon the representations, warranties, covenants, terms and conditions set forth in this Mortgage, all of Mortgagor's right, title and interest in and to (1) the parcels of land described on Exhibit A, (2) the rights and benefits appurtenant to said parcels of land and (3) the buildings and other improvements (to include manufactured homes) now located thereon and thereunder and those which in the future may be or may come to be located thereon and thereunder (collectively, the "Property"), together with all equipment, fixtures, standing timber (to include timber to be cut, but this inclusion does not permit cutting of timber unless Bank agrees to such cutting in advance thereof), crops grown, growing and to be grown on the Property (to include crops that are produced on trees, vines and bushes, and aquatic goods) and other farm products (to include livestock - born and unborn, supplies and products of crops and livestock), oil, gas and other minerals and as-extracted collateral (but inclusion of as-extracted collateral does not permit extraction unless Bank agrees to such extraction in advance thereof) owned by Mortgagor and that in which the Mortgagor has any rights and interests, both now existing and located in, on, over and under the Property and that which may be hereafter acquired and located as aforesaid, whether used in connection with the ownership, possession, operation and maintenance of the Property, or otherwise (collectively, the "Collateral" and the Collateral includes any and all of the proceeds and products thereof, including insurance and condemnation proceeds, accessions and additions thereto, and replacements and substitutions therefor). AND,

IF THIS MORTGAGE SECURES A LEASEHOLD INTEREST, Mortgagor expressly agrees that if Mortgagor shall, at any time prior to payment in full of the Obligations and other indebtedness and obligations secured hereby, acquire fee simple title or any other greater estate to the premises described in whole or in part in this Mortgage and subject to such leasehold interest, the lien of this Mortgage shall attach to, extend to, cover and be a lien upon such fee simple title or such greater estate.

TO HAVE AND TO HOLD the Property and Collateral, with all the rights, privileges and appurtenances thereunto belonging or appertaining, to Bank, its successors and assigns, forever.

Mortgagor covenants with Bank that it is seized of the Property in fee, or if Mortgagor's interest in the Property is or includes a leasehold estate, that it holds a valid leasehold estate and interest in the Property, and in either case, that it is seized of the Collateral in fee, and has the right to convey its interest in the Property and Collateral as provided herein; that title is marketable and free and clear of all encumbrances; and that it will warrant and defend the title to the Property and Collateral against the lawful claims of all persons whomsoever, except for the exceptions set forth in the Information Schedule under the heading "Permitted Liens", or such other exhibit or schedule, if any, attached to this Mortgage.

Mortgagor represents, warrants, covenants and agrees with Bank as set forth above and in the Sections set forth hereinbelow:

Section 1. Future Advances. All terms and conditions under which future advances may be made, if any, are set forth in the Obligations. Bank shall make, and be obligated to make, future advances only in accordance with the terms and conditions of the Obligations, as the same may be amended or modified, from time to time.

Section 2. Ground Lease Provisions. If Mortgagor's interest in and to the Property is in whole or in part a leasehold interest, the provisions in Section 2.1 through Section 2.4 shall apply, in addition to the other terms and conditions hereof.

2.1 Performance of Leasehold Covenants. Mortgagor will: (1) pay the rent reserved by any and all leases under which it holds a leasehold interest in the Property, and through which it holds a leasehold interest in the Property if its leasehold interest is a subleasehold interest (collectively, the "Ground Lease"), as the same becomes due and payable; (2) promptly perform and observe all of the covenants, agreements, obligations and conditions required to be performed or observed by the tenant under the Ground Lease, and do all things necessary to preserve and keep unimpaired its rights thereunder; (3) promptly notify Bank in writing of the exercise of any options to renew, extend or purchase under the Ground Lease, or of the commencement of a proceeding under the federal bankruptcy laws by or against the landlord under the Ground Lease; (4) in case any proceeds of insurance upon the Property or any part thereof are deposited with any person other than Bank pursuant to the requirements of the Ground Lease or the Obligations, promptly notify Bank in writing of the name and address of the person with whom such proceeds have been deposited and the amount so deposited; (5) promptly notify Bank in writing of (i) any default under the Ground Lease by any party thereto, including, without limitation, Mortgagor, (ii) the nature of any default and the steps being taken to cure said default, and (iii) any action taken or threatened to be taken by any party to the Ground Lease on account of the default; and (6) promptly notify Bank in writing of any request made by any party to the Ground Lease to the other party or parties thereto for arbitration or appraisal proceedings pursuant to the Ground Lease, and of the institution of any arbitration or appraisal proceedings, and promptly deliver to Bank a copy of the determination of the arbitrators or appraisers in each such proceeding.

2.2 Surrender of Leasehold Interest. So long as there is any balance due under the Obligations secured hereby, or any other indebtedness or obligations secured hereby, Mortgagor will not surrender nor permit the Ground Lease or any leasehold estate and interest therein to be surrendered, nor terminate or cancel or permit the termination or cancellation of the Ground Lease, and will not, without the prior written consent of Bank, modify, change, supplement, alter or amend the Ground Lease, either orally, in writing or electronically, and as further security for the repayment of the Obligations and other indebtedness and obligations hereby secured and for the performance of the covenants, agreements, obligations and conditions herein or in the Ground Lease contained, Mortgagor hereby assigns to Bank all of its rights, privileges and prerogatives under the Ground Lease to terminate,

cancel, modify, change, supplement, alter and amend the Ground Lease and any such termination, cancellation, modification, change, supplement, alteration or amendment of the Ground Lease, without the prior written consent thereto by Bank, shall not be binding upon Bank or enforceable against Bank.

2.3 Defaults under Leasehold Interest. Mortgagor expressly grants to Bank and its authorized representatives and agrees that Bank and its authorized representatives shall have the absolute and immediate right, in Bank's sole discretion, to prevent or to cure any default by Mortgagor under the Ground Lease and in connection therewith, contact, negotiate and settle with the landlord and other parties to the Ground Lease, or enter in and upon the property identified in the Ground Lease or any part thereof to such extent and as often as Bank, in its sole discretion, deems necessary or desirable in order to prevent or to cure any such default by Mortgagor. Bank may pay and expend such sums of money as Bank, in its sole discretion, deems necessary for any purpose related to the Ground Lease, including, without limitation, all those listed in this Section 2, and Mortgagor hereby agrees to pay to Bank, immediately and without demand, all such sums so paid or expended by Bank, together with interest thereon from the date of each payment at the contract rate at which interest accrues from time to time on the Obligations hereby secured, or if interest accrues at different contract rates, any one of the contract rates which interest accrues as selected by Bank, in its sole discretion, which rate may be fixed or variable (the "Contract Rate"), with all sums so paid and expended by Bank, and the interest thereon at the Contract Rate, being added to and secured by the lien of this Mortgage.

2.4 Merger of Estates. Unless Bank shall otherwise expressly consent in writing, the title to the property demised by the Ground Lease and the leasehold estate thereunder shall not merge, but shall always remain separate and distinct, notwithstanding the union of such estates either in Mortgagor or in a third person by purchase or otherwise.

Section 3. Payment of Amounts Due under the Obligations. Mortgagor shall pay when due all amounts owing by it, and perform all other obligations required to be performed from time to time by it, under each and all of the Obligations and this Mortgage.

Section 4. Payment of Taxes, Assessments and other Amounts; Maintenance of Insurance.

4.1 Payment of Taxes, etc. Mortgagor covenants and agrees that it will pay when due, all taxes, assessments, levies and charges upon or against the Property and upon or against the Collateral, of every character which are now liens thereon and any which may hereafter become liens thereon; and immediately deliver to Bank official receipts therefor. Bank may, at its option, pay any such taxes, assessments, levies and charges against the Property and those against the Collateral, and the official receipts therefor shall be conclusive evidence of payment, the amount due and validity thereof. Any amounts so expended shall immediately become debts due by Mortgagor payable on demand, shall bear interest at the Contract Rate, and their payment shall be secured by this Mortgage.

4.2 Insurance. Mortgagor covenants and agrees that it will keep the Property and Collateral insured against loss and damage by fire, tornado and windstorm, and against such other hazards, events and circumstances as Bank may require, including, without limitation, business interruption, in amounts satisfactory to Bank, plus an amount sufficient to prevent any co-insurance liability against the owner of the Property or Bank, for the benefit of Bank, loss, if any, to be made payable in the policy or policies of insurance to Bank as its interest may appear, the loss payable clauses to be in such form as Bank may require. All insurance shall be in companies approved by Bank, the policies and renewals thereof shall, when issued, be immediately delivered to Bank to be held by it, and all insurance policies shall provide for at least thirty (30) days prior written notice of cancellation to Bank. Mortgagor will pay all premiums for such insurance when due and immediately deliver to Bank official receipts therefor. To the extent Mortgagor does not so pay, Bank may, at its option, pay the same and any amounts so expended shall immediately become debts due by Mortgagor payable on demand, shall bear interest at the Contract Rate, and their payment shall be secured by this Mortgage. In the event of loss, Mortgagor will give immediate notice by mail to Bank, who may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment of such loss directly to Bank, instead of Mortgagor and Bank jointly. The proceeds of any insurance, or any part thereof, may be applied by Bank, at its option, either to the reduction of the indebtedness hereby secured in such order as Bank so determines in its discretion, or to the

restoration or repair of the Property and the Collateral – unless applicable law prohibits Bank from electing between those two options, in which event the proceeds shall be applied as applicable law mandates.

4.3 Escrow Accounts. If required by Bank, Mortgagor agrees to pay and shall pay on the first day of each month or such other day as Bank may direct, to Bank or to its duly authorized representative, a sum equal to one-twelfth of the known or estimated (by Bank) yearly taxes, assessments and insurance premiums on or against the Property and the Collateral. Bank shall be under no obligation to pay interest on such payments, unless payment of interest is mandated under applicable law and then only the minimum amount required under applicable law. Bank shall hold and apply such payments to the payment of taxes, assessments and insurance premiums as and when due. If the total of such monthly payments shall exceed the amount needed, the excess shall be held for future needs, unless a different application is mandated under applicable law; but, should such monthly payments at any time fail to provide sufficient funds to pay taxes, assessments and insurance premiums when due, then Mortgagor shall, upon written demand, pay to Bank, within ten (10) days of receipt of such demand, the amount necessary to cover the deficiency. In the event of a foreclosure sale or deed-in-lieu thereof, Bank may apply any balance remaining of the funds accumulated for the above purposes to the payment of the indebtedness secured by this Mortgage, unless such application is prohibited under applicable law.

Section 5. Maintenance of the Property. Mortgagor covenants and agrees that (1) it will not commit or permit any waste to the Property and the Collateral, and will keep the Property and Collateral in as good order, repair and condition as it is now, reasonable wear and tear excepted, and (2) it will do and cause to be done – and refrain from doing and causing to be done – such acts relating to the Property and the Collateral as Bank may, from time to time, request. Bank shall have the right to inspect, at all reasonable times, the Property and Collateral, together with the books and records maintained and kept in connection therewith; and unhindered access thereto shall be permitted for that purpose to Bank and its authorized representatives, and Bank and its authorized representatives shall have the right to make such copies or other extracts of the aforementioned books and records as Bank and its representatives deem necessary and shall have the right to take possession of and remove the aforementioned books and records from the place or places at which they are kept by Mortgagor to such other place or places as Bank may select. In the event that such investigation reveals any matter constituting a breach of this covenant made by Mortgagor to Bank, then the costs of such investigation shall be reimbursed to Bank by Mortgagor, shall immediately become a debt due by Mortgagor payable on demand, shall bear interest at the Contract Rate, and shall be secured by this Mortgage.

Section 6. Financial Statements. Mortgagor covenants and agrees that it will from time to time furnish or cause to be furnished to Bank, without cost to Bank, such financial and operating statements and reports, in form and certified in a manner satisfactory to Bank, as may be required or otherwise requested by Bank.

Section 7. Assignment of Rents, Leases and Profits; Management of Property; Appointment of Receiver. As further security for the payment of the Obligations and the other indebtedness and obligations secured by this Mortgage, Mortgagor assigns to Bank all rents, profits, revenues, royalties, accounts, moneys, contract rights, leases, intangible rights and other benefits arising from, related to and otherwise connected to or flowing from the Property and the Collateral, all of which are a part of and included as a subset within the terms "Property" and "Collateral" (the rents, profits, etc. are collectively, the "Rents and Profits"); and Bank shall have the absolute and unconditional right, upon the occurrence of an Event of Default hereunder, or the occurrence of an event which, with the giving of notice or a lapse of time, or both, would become an Event of Default hereunder, either by entering upon and taking possession of either or both the Property and the Collateral, or otherwise, to rent or continue renting the same, at any reasonable rate of rent determined by Bank and to otherwise manage and operate the Property and the Collateral in such manner as it deems necessary or appropriate, to collect the Rents and Profits, and, after deducting from any Rents and Profits actually collected from the management and operation of the Property and the Collateral the costs and expenses thereof (including, without limitation, payment of all expenses related to the Property and the Collateral as may be required or permitted under this Mortgage or which may be necessary to protect the security of this Mortgage, as Bank in its discretion deems appropriate), to apply the remainder to payment of the Obligations secured hereby and any other indebtedness and obligations secured hereby, in such order as Bank may determine, unless a specific order of application is mandated under applicable law. Also, Bank shall have the absolute and unconditional right to apply for and to obtain the appointment of a receiver or similar official for all or a portion of the Property and the Collateral, to, among other things, manage and operate the Property and the Collateral, or any

part thereof or interest therein, and to collect and apply the Rents and Profits as provided above. In the event of such application, Mortgagor consents to the appointment of such receiver or similar official and agrees that such receiver or similar official may be appointed without notice to Mortgagor (unless notice is mandated under applicable law and then with only such minimum notice as may be mandated under applicable law), without regard to the adequacy of any security for the indebtedness secured hereby and without regard to the solvency of Mortgagor or any other person who may be liable for the payment of the Obligations or any other indebtedness or obligations secured hereunder — unless thresholds for adequacy of security or solvency are mandated by applicable law and then with only the minimum thresholds so mandated. All expenses related to the appointment of a receiver or other similar official hereunder shall be the responsibility of Mortgagor, but if paid by Bank, Mortgagor hereby agrees to pay to Bank, immediately and without demand, all such expenses, together with interest thereon from the date of payment of the same at the Contract Rate. All sums so paid by Bank, and the interest thereon, shall be added to and be secured by the lien of this Mortgage.

Section 8. Condemnation. Unless otherwise prohibited by applicable law, Mortgagor covenants and agrees that the condemnation, or other taking by eminent domain or other proceeding, of the Property and the Collateral, or any part of or interest, right or estate in either or both, shall be an Event of Default under this Mortgage and shall entitle Bank to exercise, at its option, any and all rights and remedies provided to Bank under this Mortgage upon the occurrence of an Event of Default; and, in addition to its other rights and remedies upon the occurrence of an Event of Default, Bank is hereby authorized and empowered and shall have the right and option to apply for, collect and receive the awards or payments made in connection with such condemnation or other proceeding and to apply them in whole or in part in reduction of the Obligations and the other indebtedness and obligations secured by this Mortgage in such order as Bank, in its discretion, may elect, or such order as may be otherwise mandated by applicable law, if any. Mortgagor agrees to execute such further assignments of any such awards or payments as Bank may require and agrees that notwithstanding anything herein to the contrary, the liens and security interests created and established by this Mortgage shall extend to and encumber the awards or payments made in connection with such condemnation or other proceeding.

Section 9. Sale or Transfer of Property; Junior Liens. Except as provided in the Information Schedule under the heading "Jurisdiction Specific Provisions", Mortgagor covenants and agrees that the sale, conveyance-in-lieu-of-condemnation, lease, demise, further encumbrance (including, without limitation, by way of mortgage, deed of trust, security deed, deed to secure debt, declaration of trust, assignment, pledge or security agreement), transfer or other disposition by Mortgagor, either directly or indirectly, voluntarily or involuntarily, of all or any part of the Property or the Collateral, or any interest, right or estate in either or both, without Bank's prior written consent, which may be withheld in Bank's sole discretion, shall be an Event of Default under this Mortgage and shall entitle Bank to exercise, at its option, any and all rights and remedies provided to Bank under this Mortgage upon the occurrence of an Event of Default.

Section 10. Security Agreement; Harmonization of Conflicts. Mortgagor hereby grants to Bank a security interest in the Collateral and any of the Property constituting personal property for the purpose of securing the payment of the Obligations, with interest thereon, and extensions, renewals, modifications and amendments thereof, or substitutions and replacements therefor, in whole or in part, the payment of all other sums, with interest thereon, at the Contract Rate, advanced in accordance with the Obligations or hereunder to protect the security of this Mortgage, or advanced to protect the rights of Bank hereunder or under the Obligations, and to secure the performance of the covenants and agreements contained herein and in the Obligations. This Mortgage constitutes a "security agreement" with respect to the Collateral and the Property constituting personal property as that term is now or hereafter used in the Uniform Commercial Code as enacted in the jurisdiction whose laws govern this Mortgage, and Bank shall have all of the rights and remedies provided to a secured party now or hereafter under the Uniform Commercial Code as enacted in such jurisdiction, including, without limitation, the right to proceed against the Collateral and the Property constituting personal property in accordance with the provisions of the Uniform Commercial Code relating to default and enforcement of a security interest by a secured party, or to proceed as to the Collateral and the Property, including, without limitation, that which constitutes personal property, in accordance with laws applicable to foreclosure of real estate interests in the jurisdiction whose laws govern this Mortgage, as provided herein. If Mortgagor has executed and delivered to Bank a separate security agreement or agreements in connection with any or all of the Obligations, that security agreement or those security agreements and the security interests created therein shall be in addition to and not in substitution of this Mortgage and the liens

and security interests created hereby and this Mortgage shall be in addition to and not in substitution of the other security agreement or agreements and the security interests created thereby. In all cases this Mortgage and the aforesaid security agreement or agreements, as well as all other evidences and records of any and all of the Obligations and agreements of other persons who may be obligated on any of the Obligations, shall be applied and enforced in harmony with and in conjunction with each other to the end that Bank realizes fully upon its rights and remedies in each and the liens and security interests created by each; and, to the extent conflicts exist between this Mortgage and the other security agreements or records, they shall be resolved in favor of Bank for the purpose of achieving the full realization of Bank's rights and remedies and the liens and security interests as aforesaid.

Section 11. Hazardous Substances: Public Health and Safety.

11.1 Compliance with Laws. Mortgagor represents and warrants to Bank, after due inquiry and investigation, that while Bank has any interest in or lien upon the Property, the Property and Collateral is and at all times hereafter will continue to be in substantially full compliance with all applicable federal, state and local laws, regulations, ordinances, directives, orders, guidelines and advisory opinions, including, without limitation, (i) environmental laws, regulations, ordinances, directives, orders, guidelines and advisory opinions; (ii) laws, regulations, ordinances, directives, orders, guidelines and advisory opinions relating to access to, from, in, around and over the Property by persons with physical or other disabilities (e.g. Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder and any similarly motivated state and local laws and regulations) and (iii) other laws, regulations, ordinances, directives, orders, guidelines and advisory opinions relating to public health, welfare and safety. Mortgagor further represents and warrants to Bank, after due inquiry and investigation: (1) as of the date hereof, (i) there are no hazardous materials, substances, wastes or other environmentally regulated, controlled or sensitive materials or substances, including, without limitation, any oil, gas or other petroleum related products, any lead based paints, any materials containing asbestos or any biological, chemical or nuclear contaminated materials or substances, located on, in or under the Property or used in connection with the Property or the Collateral, and (ii) there are no harmful or hazardous levels or concentrations of mold, spores or other fungi on, in or under the Property and there are no harmful or hazardous levels or concentrations of radon or other similar gases on, in or under the Property (collectively (i) and (ii), "hazardous substances"); or (2) Mortgagor has fully disclosed to Bank, in writing, the existence, extent and nature of any such hazardous substances, and (i) Mortgagor is legally authorized and empowered to maintain such hazardous substances on, in or under the Property or use them in connection with the Property or the Collateral, (ii) as represented in the first sentence of this Section, such hazardous substances are being used, maintained and controlled in substantially full compliance with all applicable federal, state and local laws, regulations, ordinances, directives, orders, guidelines and advisory opinions and (iii) Mortgagor has obtained and will constantly maintain all licenses, permits and approvals required with respect thereto, and is and will remain in substantially full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals.

11.2 Notices. Mortgagor represents and warrants to Bank that it will promptly notify Bank of the existence of, or any change in the nature or extent of any hazardous substances located or maintained on, in or under the Property or used in connection with the Property or Collateral. Mortgagor has, as of the date hereof, delivered to Bank copies of any citations, orders, notices and other correspondence or communication (collectively, the "regulatory notices") received by Mortgagor with respect to any hazardous substances affecting the Property or Collateral and copies of any regulatory notices known to Mortgagor and received by any other present or former owner or occupant of the Property or Collateral with respect to any hazardous substances affecting the Property or Collateral. Mortgagor covenants and agrees to immediately transmit to Bank copies of any regulatory notices received with respect to any hazardous substances affecting the Property or Collateral.

11.3 Indemnification. Mortgagor shall indemnify and hold Bank harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including, without limitation, clean-up costs), judgments and expenses (including, without limitation, attorneys' fees and experts' fees and expenses) of every kind and nature suffered by or asserted against Bank as a direct or indirect result of: (1) any warranty or representation made by Mortgagor in this Section 11 being false or untrue in any material respect; (2) any breach by Mortgagor of a covenant or agreement in this Section 11; or (3) any requirement under any federal, state or local law, regulation, ordinance, directive, order, guideline or advisory opinion which requires the elimination, removal, containment or control of any hazardous substances. Mortgagor's obligations hereunder to Bank shall not be

limited by the term of the Obligations secured hereby, and, as to any act or event occurring prior to payment in full and satisfaction of the Obligations and all other indebtedness and obligations under this Mortgage, Mortgagor's obligations hereunder shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of the Obligations and this Mortgage or foreclosure under this Mortgage or delivery of a deed-in-lieu of foreclosure.

Section 12. Anti-Money Laundering and Anti-Terrorism. Mortgagor represents, warrants and covenants to Bank as follows: (1) Mortgagor (a) is not and shall not become a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (b) does not engage in and shall not engage in any dealings or transactions prohibited by Section 2 of such executive order, and is not and shall not otherwise become associated with any such person in any manner violative of Section 2, (c) is not and shall not become a person on the list of Specially Designated Nationals and Blocked Persons, and (d) is not and shall not become subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order; (2) Mortgagor is and shall remain in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) the Uniting And Strengthening America By Providing Appropriate Tools Required To Intercept And Obstruct Terrorism (USA Patriot Act of 2001); and (3) Mortgagor has not and shall not use all or any part of the proceeds, advances or other amounts or sums constituting or evidenced by the Obligations, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

Section 13. Third Party Mortgages. Any Mortgagor who executes this Mortgage but is not a party to or obligated on any of the Indebtedness included in the Obligations, is executing this Mortgage to mortgage, grant and convey Mortgagor's interest in the Property and the Collateral under the terms of this Mortgage and, except as otherwise provided in this Mortgage with respect to obligations of Mortgagor hereunder or referred to in this Mortgage, is not personally obligated to pay the sums secured by this Mortgage over and above the value of the Property and the Collateral and the loss such Mortgagor will incur from a foreclosure thereon or from delivery of a deed-in-lieu of foreclosure.

Section 14. Events of Default; Remedies upon Default

14.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder: (1) the occurrence of an event of default or other default condition under any or all of the Obligations; (2) Mortgagor's breach of any of the terms, conditions or covenants contained in this Mortgage or the occurrence of some other default under this Mortgage; (3) the actual or threatened demolition, injury or waste to the Property, the Collateral, or any part of either or both, which, in the sole opinion of Bank, may impair its value, or the actual or threatened decline in value of the Property or the Collateral; (4) the Property, the Collateral, or any part of either or both, or interest therein, is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes into the possession of any trustee, receiver or person acting in a similar capacity and such attachment, seizure, writ or distress warrant or levy has not been removed, discharged or rescinded within ten (10) days, or if Mortgagor is enjoined, restrained or in any way prevented by court order from continuing to conduct all or any material part of its business affairs, or if a judgment or other claim becomes a lien or encumbrance upon all or any part of the Property or Collateral or any interest therein, or if a notice of lien, levy or assessment is filed of record with respect to the Property or Collateral, or any part thereof or interest therein, by any person, and the same is not paid within ten (10) days after Mortgagor receives notice thereof, provided that none of the foregoing shall constitute an Event of Default where such action or event is stayed or an adequate bond has been posted pending a good faith contest by Mortgagor; (5) the insolvency of Mortgagor or any other person obligated on any of the Obligations, or the appointment of a receiver for, or the filing of a petition of bankruptcy by or against Mortgagor or any person obligated on any of the Obligations; (6) Mortgagor's default in or breach of the Ground Lease, if applicable, or any of the terms, conditions, covenants or agreements contained in any separate assignment of leases given as additional security for the Obligations; (7) Mortgagor's default under the terms of any instrument or other

agreement to which this Mortgage is subordinate or which is subordinate to this Mortgage, or the execution or foreclosure on, or the giving of any notice relative to the execution or foreclosure on any security interest in or lien upon the Property or the Collateral, or any part thereof or any interest therein, to which the security interest and lien of this Mortgage is subordinate or which is subordinate to the security interest and lien of this Mortgage; (8) default by Mortgagor, or any other person obligated thereon (other than Bank), in keeping, performing or observing any term, covenant, agreement or condition of any commitment letter upon which all or any portion of any of the Obligations was predicated, or the default by Mortgagor, or any other person obligated thereunder, under any other loan document executed or delivered by Mortgagor or on behalf of Mortgagor, or such other person, to or in favor of Bank in connection with any of the Obligations; (9) any past, present or future false statement, misrepresentation or withholding of facts by Mortgagor, or any other person obligated on any of the Obligations, to or from Bank in connection with any of the Obligations or this Mortgage, including, without limitation, any false statement, misrepresentation or withholding of facts relative to the Property or the Collateral or in any loan application or other document provided by Mortgagor or such other person to Bank or its representatives, or in any presentation made by Mortgagor or such other person to Bank or its representatives, as to any matter relied upon by Bank in evaluating whether to extend financing to Mortgagor or such other person; (10) default by Mortgagor, or any other person obligated on any of the Obligations, under any indebtedness or other obligation that is not included within the term "Obligations", now owing or which hereafter arises and is owing by Mortgagor or such other person to Bank, or if Mortgagor is an organization and not an individual, default by any subsidiary of Mortgagor under any indebtedness or other obligation now owing or which hereafter arises and is owing by any such subsidiary to Bank regardless of whether such subsidiary is or may in the future be obligated on any of the Obligations; or (11) a determination by Bank that the prospect of payment or performance by Mortgagor, or any other person obligated on any of the Obligations, under all or any of the Obligations is insecure or that a material adverse change in the financial condition of Mortgagor or such other person has occurred since the effective date of this Mortgage.

14.2 Rights and Remedies. Upon the occurrence of an Event of Default under Section 14.1 or any other event defined in this Mortgage as an "Event of Default", or the occurrence of an event which, with the giving of notice or a lapse of time, or both, would become an Event of Default hereunder, Bank shall have the rights and remedies set forth in Sections 14.2.1 through 14.2.4, in addition to its other rights and remedies set forth in this Mortgage.

14.2.1 Accelerate Obligations. Bank shall have the right, at its option, to declare all amounts payable under any or all of the Obligations, as well as any or all of the other indebtedness and obligations secured hereby that are not already due hereunder, to be immediately due and payable without demand or any notice (unless notice is required under any of the Obligations or by law, then such notice as may be required under the Obligations or by law), whereupon the same shall become immediately due and payable, regardless of the maturity date thereof.

14.2.2 Protection of Security. Bank, without any obligation on its part to determine the validity or necessity thereof, may do and cause to be done any one or more of the following: (1) pay the sums for which Mortgagor is obligated, (2) perform or cause to be performed the obligations of Mortgagor or (3) take such other actions as Bank deems necessary to maintain, protect, repair, restore and preserve the Property and the Collateral, and the lien created by this Mortgage, and, in connection therewith, Bank may advance, pay or expend such sums as may be proper or necessary for the maintenance, protection, repair, restoration and preservation of the Property and the Collateral, to maintain insurance (including, without limitation, title insurance), to provide security guards and systems to protect the Property and the Collateral and intervene in any condemnation, foreclosure and other proceedings or disputes affecting the Property or the Collateral. Mortgagor hereby agrees to pay to Bank, immediately and without demand, all such sums so advanced, paid or expended, together with interest thereon from the date of each payment at the Contract Rate. All sums so advanced, paid or expended by Bank, and the interest thereon, shall be added to and be secured by the lien of this Mortgage. Any amounts advanced, paid or expended shall be at Bank's sole option and shall not constitute a waiver of any Event of Default or right arising from the occurrence of an Event of Default.

14.2.3 Foreclosure. Bank shall have the right, at its option, to exercise the rights and remedies set forth in the Information Schedule under the heading "Jurisdiction Specific Provisions". In any foreclosure sale or sales, the Bank shall have the right to sell or cause to be sold either or both the Property and the Collateral, or parts thereof or interests therein, subject to any liens, security interests and other encumbrances and rights which are

subordinate to the lien and security interest hereof, including, without limitation, any leases which may be subordinate hereto; and any such sale or sales shall not release Mortgagor or any other person obligated on the Obligations or the other indebtedness and obligations secured hereby, and shall not provide to them any claim or defense in any action or proceeding brought hereunder by Bank or otherwise brought by Bank to collect full payment of the indebtedness and other obligations secured hereby.

14.2.4 Discontinuance of Proceedings; Position of Parties Restored. If Bank shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise and such proceedings shall have been discontinued or abandoned for any reason, or such proceedings shall have resulted in a final determination adverse to Bank, then and in every such case Mortgagor and Bank shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Bank shall continue as if no such proceedings had occurred or had been taken.

Section 15. Miscellaneous.

15.1 Incorporation of Exhibits. All exhibits, supplements, schedules, addenda and other attachments to this Mortgage are by this reference incorporated herein and made a part hereof as if fully set forth in the body of this Mortgage. The recitals set forth in this Mortgage are also a part of this Mortgage.

15.2 Maintenance of Records by Bank. Bank is authorized to maintain, store and otherwise retain evidences of the Obligations, this Mortgage, any separate security agreements and other agreements executed or delivered or to be executed or delivered by Mortgagor or others on Mortgagor's behalf to Bank in their original, inscribed tangible form or a record thereof in an electronic medium or other non-tangible medium which permits such record to be retrieved in a perceivable form.

15.3 Accuracy of Information Regarding Mortgagor. Mortgagor represents to Bank the information contained in this Mortgage and other information provided to Bank by or on behalf of Mortgagor is true, accurate and correct and Mortgagor agrees to promptly inform Bank in writing of any changes therein or any inaccuracies thereto, such notices to be addressed to Bank and mailed, postage prepaid, to Bank's address set forth herein.

15.4 Credit Investigations; Sharing of Information; Control Agreements. Bank is irrevocably authorized by Mortgagor to make or have made such credit investigations as it deems appropriate to evaluate Mortgagor's credit, personal and financial standing and employment. Mortgagor authorizes Bank to share with consumer reporting agencies and creditors its experiences with Mortgagor and other information in Bank's possession relative to Mortgagor, the Property and the Collateral, but Bank shall not have any obligation to (1) provide information to third persons relative to any of the foregoing or otherwise, (2) subordinate its liens and security interests in the Property and in the Collateral and (3) enter into control agreements and other agreements relative thereto.

15.5 No Deductions for Taxes or Withholdings; Documentary Taxes. All payments made by Mortgagor under this Mortgage shall be made by Mortgagor free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings, and if any present or future applicable law requires such deduction or imposes a tax, levy or charge on this Mortgage or Bank's interest hereunder which is required to be paid by Bank, the same shall be an Event of Default and Bank may exercise, at its option, any and all rights and remedies provided to Bank hereunder upon the occurrence of an Event of Default. In addition, to the extent not prohibited by applicable law and notwithstanding who is liable for payment of the taxes or fees, Mortgagor shall pay upon demand any stamp tax, documentary tax, intangible tax and other taxes, levies and charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Mortgage.

15.6 Marshalling of Assets. Mortgagor hereby waives, to the extent permitted by law, the benefit of all homestead, appraisalment, valuation, stay, extension, reinstatement and redemption laws now in force and any hereafter arising and in force and all rights of marshalling in the event of any sale hereunder of the Property, the Collateral or any part or any interest in either or both. Further, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor,

and on behalf of each and every person acquiring any interest in or title to the Property or the Collateral subsequent to the date of this Mortgage and on behalf of all other persons to the extent permitted by law.

15.7 Waiver of Statutory Rights. Mortgagor waives any right to require Bank to bring any action against any other person or to require that resort be had to any security or to any balances of any deposit or other accounts on the books of Bank in favor of any other person; and, without limiting the foregoing, but in furtherance thereof, Mortgagor waives any rights Mortgagor otherwise might have or have had under the statutory provisions identified in the Information Schedule under the heading "Jurisdiction Specific Provisions", or any other laws that require or may require Bank to recover against some other person, or to realize upon any security which Bank holds for the Obligations. Mortgagor also waives any and all right of subrogation, contribution, reimbursement and indemnity whatsoever or any right of recourse to or with respect to the assets or property of any person that is or may be security for the Obligations.

15.8 Jury; Venue; Jurisdiction. This Mortgage shall be deemed to have been executed and delivered in the jurisdiction listed on the Information Schedule as the jurisdiction whose laws govern this Mortgage, regardless of where the signatories may be located at the time of execution and shall be governed by and construed in accordance with the substantive laws of such jurisdiction, excluding, however, the conflict of law and choice of law provisions thereof. Mortgagor, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Mortgage.

15.9 Cumulative Rights, etc. The rights, powers and remedies of Bank under this Mortgage shall be in addition to all rights, powers and remedies given to Bank at law and in equity, and in any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised by Bank from time to time and at any number of times successively, concurrently and alternatively without impairing Bank's rights under this Mortgage.

15.10 No Waiver; No Course of Dealing; No Invalidity. Bank, at any time or times, may grant extensions of time for payment or other indulgences or accommodations to any person obligated on any of the Obligations, or permit the renewal, amendment or modification thereof or substitution or replacement therefor, or permit the substitution, exchange or release of any property securing any of the Obligations and may add or release any person primarily or secondarily liable on any of the Obligations, all without releasing Mortgagor from any of its liabilities and obligations under this Mortgage and without Bank waiving any of its rights and remedies under this Mortgage, or otherwise. No delay or forbearance by Bank in exercising any or all of its rights and remedies hereunder or rights and remedies otherwise afforded by law or in equity shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any Event of Default as set forth herein or in the event of any subsequent Event of Default hereunder. Also, no act or inaction of Bank under this Mortgage shall be deemed to constitute or establish a "course of performance or dealing" that would require Bank to so act or refrain from acting in any particular manner at a later time under similar or dissimilar circumstances. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

15.11 No Oral Change. Subject to the exercise by Bank of its rights and remedies as set forth in this Mortgage and without limiting any of such rights and remedies, this Mortgage, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Mortgagor or Bank, but only by an agreement in writing, signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

15.12 No Usury. Bank does not intend to and shall not reserve, charge or collect interest, fees or charges hereunder in excess of the maximum rates or amounts permitted by applicable law. If any interest, fees or charges are reserved, charged or collected in excess of the maximum rates or amounts, it shall be construed as a mutual mistake by Bank, Mortgagor and the person making the payment if different from Mortgagor, and appropriate adjustments shall be made by Bank and to the extent paid, the excess shall be returned to the person making such a payment.

15.13 Power of Attorney; Financing Statements. Mortgagor does hereby irrevocably constitute and appoint Bank its true and lawful attorney with full power of substitution, for it and in its name, place and stead, to execute, deliver or file such agreements, documents, notices, financing statements and records as Bank, in its sole discretion, deems necessary or advisable to effect the terms and conditions of this Mortgage and to otherwise protect the security of the liens and security interests created by this Mortgage; and, to the extent Bank deems necessary or appropriate, to make public in financing statements or other public filings such information regarding Mortgagor as Bank deems necessary or appropriate, including, without limitation, federal tax identification numbers, social security numbers and other identifying information. The foregoing appointment is and the same shall be coupled with an interest in favor of Bank.

15.14 Payment of Expenses. Without limiting any other provision of this Mortgage relating to Mortgagor's payment of costs and expenses incurred by Bank and those incurred on behalf of Bank, but in addition thereto, Mortgagor shall pay to Bank, on demand, any and all costs and expenses, including, without limitation, legal expenses and attorneys' fees, fees of legal assistants and fees and expenses of other professionals and service providers, incurred or paid by Bank and those incurred or paid on behalf of Bank in doing any one or more of protecting its interest in the Property and the Collateral, collecting any amount payable hereunder or secured hereby, and enforcing its rights hereunder with respect to the Property and the Collateral (including, without limitation, commencing any foreclosure action or prosecuting or defending any legal or equitable proceeding), together with interest thereon at the Contract Rate from the date paid or incurred by or on behalf of Bank until such costs and expenses are paid by Mortgagor. All sums so paid or expended by Bank, and the interest thereon, shall be added to and be secured by the lien of this Mortgage.

15.15 Relationship of Parties; Successors and Assigns. The relationship of Bank to Mortgagor is that of a creditor to an obligor or debtor; and in furtherance thereof and in explanation thereof, Bank has no fiduciary, trust, guardian, representative, partnership, joint venturer or other similar relationship to or with Mortgagor and no such relationship shall be drawn or implied from this Mortgage or any of Bank's actions or inactions hereunder or with respect hereto - and, Bank has no obligation to Mortgagor or any other person relative to administration of the Obligations secured by this Mortgage or the Property or Collateral, or any part or parts thereof or interests therein. The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto, as well as any persons who become bound to this Mortgage as a debtor, but nothing herein contained shall alter or negate the provisions of Section 9. If two or more persons have joined as Mortgagor, each of the persons shall be jointly and severally obligated to perform the obligations herein contained. The term "Bank" shall include any payee of the Obligations or other indebtedness or obligations hereby secured and any transferee or assignee thereof, whether by operation of law or otherwise, and Bank may transfer, assign or negotiate all or any of the Obligations or other indebtedness or obligations secured by this Mortgage from time to time without the consent of Mortgagor and without notice to Mortgagor and any transferee or assignee of Bank or any transferee or assignee of another may do the same without Mortgagor's consent and without notice to Mortgagor. Mortgagor waives and will not assert against any transferee or assignee of Bank any claims, defenses, set-offs or rights of recoupment which Mortgagor could assert against Bank, except defenses which Mortgagor cannot waive.

15.16 Notices. All notices, certificates, requests for information and other communications hereunder shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses of the parties as set forth in this Mortgage. Mortgagor and the Bank may, by written notice given hereunder, designate a different address where communications should be sent and Bank may direct, by notice to Mortgagor, for communications to be sent electronically or in some other non-tangible medium.

15.17 Use and Application of Terms. To the end of achieving the full realization by Bank of its rights and remedies under this Mortgage, including payment in full of the Obligations, in using and applying the various terms, provisions and conditions in this Mortgage, the following shall apply: (1) the terms "hereby", "hereof", "herein", "hereunder", and any similar words, refer to this Mortgage; (2) words in the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular numbered meaning include the plural number, and vice versa; (3) words importing persons include firms, companies, associations, general partnerships, limited partnerships, limited liability partnerships, limited liability limited partnerships, limited liability companies, trusts, business trusts, corporations and other legal organizations, including public and quasi-

public bodies, as well as individuals; (4) the use of the terms "including" or "included in", or the use of examples generally, are not intended to be limiting, but shall mean, without limitation, the examples provided and others that are not listed, whether similar or dissimilar; (5) the phrase "costs and expenses", or variations thereof, shall include, without limitation, reasonable attorneys' fees and fees of legal assistants, and reasonable fees of accountants, engineers, surveyors, appraisers and other professionals or experts - and all references to attorneys' fees or fees of legal assistants, or fees of accountants, engineers, surveyors, appraisers or other professionals or experts shall mean reasonable fees; (6) as the context requires, the word "and" may have a joint meaning or a several meaning and the word "or" may have an inclusive meaning or an exclusive meaning; (7) the term "subsidiary" means any registered organization or other organization (i) the majority (by number of votes) of the outstanding voting interests of which is at the time owned or controlled by Mortgagor, or by one or more subsidiaries of Mortgagor, or Mortgagor and one or more subsidiaries of Mortgagor, or (ii) otherwise controlled by or within the control of Mortgagor or any subsidiary; (8) all terms used in this Mortgage that are not defined in this Mortgage or in the Obligations secured hereby, but are defined in the Uniform Commercial Code in effect in the jurisdiction whose laws govern this Mortgage, shall have the meaning ascribed to such terms from time to time in said Uniform Commercial Code; (9) any reference contained in this Mortgage to specific statutes or laws shall include any successor statutes or laws, as the case may be; (10) headings and captions used in this Mortgage are for convenience only, and shall not be used to interpret, construe, define, limit or expand the terms and conditions of this Mortgage; (11) this Mortgage shall not be applied, interpreted and construed more strictly against a person because that person or that person's attorney drafted this Mortgage; and (12) "Mortgage" means this Mortgage, Assignment of Rents and Security Agreement, together with any and all extensions, renewals, amendments, modifications, restatements, substitutions and replacements hereof or herefor.

15.18 **Cancellation and Period of Mortgage.** If at any time during the period of this Mortgage there is no indebtedness outstanding under any of the Obligations, no obligation of Bank to make any further or additional advances to any person under the Obligations, and all indebtedness and other obligations due and owing under this Mortgage and the Obligations, whether by Mortgagor, some other person or Mortgagor and some other person (jointly and severally), have been paid and satisfied in full, Bank will, upon written request of Mortgagor and at Mortgagor's costs and expense (including, without limitation, attorneys' fees) if permitted by applicable law, execute and deliver to Mortgagor a reconveyance or satisfaction of this Mortgage. Unless earlier cancelled as provided in the preceding sentence and without extending the due date of any payment and the date of performance of any obligation under any of the Obligations and under this Mortgage as set forth herein and therein, and assuming no other provision in this Mortgage specifically provides to the contrary, the period of this Mortgage (including its lien and security interest) and the period by which all of the terms and conditions of this Mortgage are required to be finally and fully performed shall be a date thirty (30) years from the effective date of this Mortgage.

(Signatures Begin on the Next Page, Followed by Information Schedule, Attachments, Etc.)

BK 5046PG062

Notice - Waiver of Right of Appraisal

The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.

The undersigned has executed this Mortgage as of the effective date stated in the Information Schedule.

MORTGAGOR:

Signed, sealed and delivered in the presence of:

Witness:

Print Name: Eric J. Davidson

Witness:

Print Name: Zan Suren-Deitz

Avelyn A. Rice
by Deborah Rice-Marko, attorney-in-fact
EVERLYN D. RICE
by Deborah Rice-Marko,
Attorney-in-Fact

BK 5046PG063

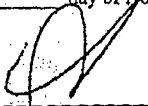
Acknowledgments to
Mortgage

SOUTH CAROLINA,

CHARLESTON COUNTY.

I, Zan Suren-Deitz, Notary Public for South Carolina, do hereby certify that Evelyn D. Rice, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 18 day of November, 2005.


Notary Public for South Carolina
My Commission Expires: _____

ZAN SUREN DEITZ
NOTARY PUBLIC, STATE OF SOUTH CAROLINA
QUALIFIED IN CHARLESTON COUNTY
COMMISSION EXPIRES JUNE 13, 2015

EXHIBIT 'A'

ALL that certain lot, piece or parcel of land, together with the improvements thereon, situate, lying and being in the County of Dorchester, State of South Carolina, containing approximately 2.572 acres, more or less, shown and designated as "Parcel A" on a plat prepared by Trico Engineering Consultants, Inc. entitled "*PLAT SHOWING PARCEL A, A 2.572 ACRE TRACT OF LAND, PROPERTY OF HOFDEN, LLC, LOCATED IN THE CITY OF NORTH CHARLESTON, DORCHESTER COUNTY, SOUTH CAROLINA*" dated October 11, 2005, recorded in Plat Cabinet K at page 176 in the RMC Office for Dorchester County, South Carolina; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

THIS BEING the same property conveyed to the Mortgagor(s) herein by Deed of Hofden, LLC, dated the 18th day of November 2005 and recorded simultaneously herewith in the aforesaid RMC Office.

Handwritten signature

BK 5046PG065

Mortgage Supplement
& Information Schedule

Subject	Information
Effective Date:	Date: November , 2005
Mortgagor:	Full Legal Name: Evelyn D. Rice Street Address: #32 South Battery P.O. Box: City: Charleston State: South Carolina Zip Code: 29401 Type of Organization: N/A State of Organization: N/A Jurisdiction Organization No.: N/A Chief Executive Office: N/A
Bank:	Full Name: RBC Centura Bank Street Address: 100 Calhoun Street, Second Floor P.O. Box: City: Charleston State: South Carolina Zip Code: 29401
Obligations:	In this Mortgage the term "Obligations" shall mean, and this Mortgage secures payment and performance of, among other indebtedness and obligations as provided herein, each and all of the following: the promissory note dated of even date with this Mortgage executed by Debtor in favor of Secured Party in the face amount of Two Million Three Hundred Fifty Thousand and No/100 Dollars (\$2,350,000.00), and any and all extensions, renewals, modifications, amendments, substitutions and replacements therefor and thereof, in whole and in part.
Permitted Liens:	1. None
Jurisdiction whose Laws Govern Mortgage:	State of South Carolina
Changes to Mortgage	See Attachment dated as of the effective date of this Mortgage

RALEIGH/555096 v.3 04/14/05

Jurisdiction Specific Provisions	
1.	Future Advance Mortgage. This is a Mortgage for future advances as provided in Section 29-3-50 of the Code of South Carolina (1976), as amended from time to time, or any successor statute ("S.C. Code"); and this Mortgage and the parties hereto shall be subject to such statute and receive all of the rights, privileges and benefits afforded by such statute. In accordance with S.C. Code §29-3-50, the total principal amount of existing indebtedness and future advances outstanding under the Obligations at any one time may not exceed the maximum principal amount of present and future obligations stated in Recital B to this Mortgage.
2.	Remedies – Foreclosure. (a) Foreclosure. Upon the occurrence of an Event of Default under Section 14.1 or any other event defined in this Mortgage as an "Event of Default", or the occurrence of an event which, with the giving of notice or a lapse of time, or both, would become an Event of Default hereunder, Bank is authorized and shall have the power to foreclose this Mortgage through one or more suits at law, proceedings in equity or any other proceedings relating to foreclosure of mortgages or collection of indebtedness secured by a mortgage which are permissible at the time of the occurrence of the Event of Default (or the event which, with the giving of notice or a lapse of time, or both, would become an Event of Default), including power of sale if such remedy is available or becomes available or judicial foreclosure, without declaration of such option and without notice to Mortgagor, unless notice is required by applicable law. In any proceeding to foreclose this Mortgage or otherwise to collect on the indebtedness and obligations secured hereby, Bank may sell or cause to be sold at one or more sales the Property (together with the Collateral if Bank so chooses), or such part or parts thereof or interests therein as Bank may select, in order to pay the Obligations and all other indebtedness and obligations secured hereby, together with all expenses of sale and of all proceedings in connection therewith, including reasonable attorneys' fees actually incurred and all costs of such sale or sales. (b) Separate Sales. In furtherance of the provisions in (a) above and in order to provide Bank the widest possible discretion permitted by law with respect to all aspects of any sale or sales – which Mortgagor agrees Bank is entitled, in the event of any sale under this Mortgage pursuant to any order in any judicial proceedings or otherwise, the Property may be sold as an entirety or in separate parcels at one or more sales and in such manner or order as Bank in its sole discretion may elect, and if Bank so elects, Bank may sell the Collateral covered by this Mortgage with the Property, or at one or more separate sales in any manner permitted by the Uniform Commercial Code of the State of South Carolina, and one or more exercises of the rights and remedies herein granted shall not extinguish nor exhaust such rights and remedies until the entire Property is sold or the Obligations and other indebtedness and obligations secured hereby are paid in full. Without limiting the foregoing, but in furtherance thereof, if the Obligations or any of them, or any of the other indebtedness or obligations secured hereby are secured by any other mortgage, deed to secure debt, deed of trust, security deed, security agreement, pledge, assignment, guaranty or other supporting obligation or other security document, Bank may at its option exhaust the remedies granted under any of said security documents either concurrently, alternately, successively or independently, and in such order and at such time or times as Bank may determine in its discretion. (c) Application of Proceeds. Unless a different order of application is mandated under applicable law, proceeds derived from any sale as provided above shall be applied to pay, <u>first</u>, costs and expenses of the foreclosure proceeding, including court costs, reasonable attorneys' fees and fees of legal assistants, fees of other professionals such as accountants, reasonable auctioneers' fees if such expenses have been incurred, and any other expenses or advances made or incurred in the protection of the rights of Bank or in the pursuit of any remedy hereunder; <u>second</u>, to taxes and assessments due and unpaid, if Bank deems it appropriate to do so; <u>third</u>, to the payment of any indebtedness and other obligations (including, without limitation, principal, interest, fees, premiums, penalties, charges and costs and expenses on the Obligations)

BK 5046PG067

	secured by this Mortgage in such order as may be directed by Bank; and <u>fourth</u> , the balance, if any, to the person or persons entitled thereto, or if a conflict exists as to the person or persons entitled thereto, the same shall be held by or paid to the appropriate court in the county in which the foreclosure was held. (d) <u>Purchase by Bank.</u> Upon any foreclosure sale or sales of all or any portion of the Property or Collateral as provided herein, Bank may bid for and purchase the Property and Collateral through a credit bid against the Obligations and other indebtedness and obligations secured hereby, or otherwise.
3.	Deficiency Judgment. Mortgagor acknowledges that in any foreclosure proceeding or thereafter, Bank may seek a deficiency judgment against Mortgagor pursuant to S.C. Code §29-3-660 or other applicable law.
4.	Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. <u>THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.</u> (S.C. Code Ann. §29-3-680 through 760).

Mortgagor's Initials: _____

RALEIGH/355096 v.3 04/14/05

ATTACHMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

This Attachment to the Mortgage, Assignment of Rents and Security Agreement (the "Mortgage"), executed on the date hereof, is entered into between RBC Centura Bank and Evelyn D. Rice as of November 18, 2005. This Addendum amends and supplements the Mortgage. In the event of any conflict between the terms of the Mortgage and this Attachment, the terms of this Attachment shall control.

Section 1. Cure Periods. Notwithstanding any provision in the Promissory Note to the contrary:

(a) Payment Defaults. The Bank shall not exercise any remedy resulting from the occurrence of an Event of Default described in Section 14.1(1) of the Mortgage, consisting of the failure of Borrower to make when due any payment described in the Obligations, whether of principal, interest or otherwise, unless the Bank shall have first given the Borrower notice of such failure, and such failure shall have continued unremedied thereafter for ten (10) days; provided, however, that if the Bank shall have previously given notice of such failure any one or more times, then any additional such failure by the Borrower which continues unremedied for a period of ten (10) days shall constitute an Event of Default without any requirement of notice;

(b) Other Defaults. The Bank shall not exercise any remedy resulting from the occurrence of an Event of Default described in Section 14.1(1) of the Mortgage (other than the failure to make when due any payment described in the Obligations, whether of principal, interest or otherwise), unless the failure giving rise to such Event of Default continues unremedied for a period of thirty (30) days after written notice thereof is given by Bank to the Borrower; provided, however, that if such failure is susceptible of being cured by the Borrower, but not reasonably within thirty (30) days, no Event of Default shall be deemed to have occurred so long as the Borrower commences cure within such thirty (30) days and diligently pursues such cure to completion and such cure is completed within ninety (90) days;

(c) Other Defaults. The Bank shall not exercise any remedy resulting from the occurrence of an Event of Default described in any of Subsections 14.1(2), 14.1(6), 14.1(7), or 14.1(8), unless the failure giving rise to such Event of Default continues unremedied for a period of thirty (30) days after written notice thereof is given by Bank to the Borrower; provided, however, that if such failure is not a failure to pay an obligation, covenant or agreement for the payment of money and is susceptible of being cured by the Borrower, but not reasonably within thirty (30) days, no Event of Default shall be deemed to have occurred so long as the Borrower commences cure within such thirty (30) days and diligently pursues such cure to completion and such cure is completed within ninety (90) days;

(d) Default on Death of the Borrower. The Bank shall not exercise any remedy resulting from the occurrence of an Event of Default consisting solely of death of the Borrower so long as (i) the terms of the Obligations are being satisfied and no other Event of Default has occurred, (ii) within 90 days after the Borrower's death, other family member(s) having a financial condition, credit history, and liquidity satisfactory to Bank in its sole discretion, including all heirs or devisees to whom title to the property securing repayment of the Obligations will pass, sign new loan documents assuming the obligations of the Borrower. Until the obligation to repay the note is assumed by a successor to the Borrower satisfactory to Bank in its sole discretion as set forth above, then at Bank's option no additional advances need be made by Bank under the Obligations. Notwithstanding the death of the Borrower, all payments required to be made shall be made under the Obligations as and when due.

(e) Other Obligations; Material Adverse Change; Insecurity. Subsection 14.1(10) and 14.1(11) of the Mortgage are hereby deleted in their entirety.

Section 2. Full Force and Effect. Except as expressly amended herein, the Mortgage shall remain in full force and effect.

BK 5046PG069

The undersigned have executed this Attachment to Mortgage as of the day and year first above stated.

RBC CENTURA BANK

Witness:

By: _____

Print Name: _____

Michael E. Baker

Title: Banking Officer

Evelyn D. Rice

By Deborah Rice Marko attorney-in-fact

Print Name: Evelyn D. Rice
by Deborah Rice Marko,
Attorney-in-Fact

Witness:

Eric J. Davidson

Print Name: Eric J. Davidson

Print Name: Zan Suren-Deitz

BK 5046PG070

The undersigned have executed this Attachment to Mortgage as of the day and year first above stated.

RBC CENTURA BANK

By: Michael B. Baker
Michael B. Baker
Title: Banking Officer

Witness:

Marie Towling
Print Name: Marie Towling
Phyllis Mitchell
Print Name: Phyllis Mitchell

Witness:

Print Name: _____

Print Name: _____

Print Name: Evelyn D. Rice

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 29th
Day of March 2023
at 1:03 P M and recorded
in book 5046 page 49
MARGARET L. BAILEY
REGISTER OF DEEDS



Recording Date: 07/29/2011

Instrument: 96

Book: 7961 Page: 1-10

FILED-RECORDED
RMC / ROD

2011 Jul 29 PM 2:36:08

DORCHESTER COUNTY
SC Deed Rec Fee: .00
Dor Co Deed Rec Fee: .00
Filing Fee: 15.00
Exemption #:
MARGARET L. BAILEY
Register of Deeds

CERTIFIED COPY

2013 MAY -8 PM 3:56

Cheryl Parker
CLERK OF COURT
DORCHESTER COUNTY



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS
NOT TO BE DETACHED OR REMOVED AND MUST BE
CITED AS THE FIRST PAGE OF THE RECORDED
DOCUMENT. THE TOP OF THE PAGE IS TO BE USED FOR
RECORDING PURPOSES AND IS NOT TO BE USED FOR
ANY OTHER PURPOSE.

REGISTER OF DEEDS
DORCHESTER COUNTY SOUTH CAROLINA
MARGARET L. BAILEY, REGISTER
POST OFFICE BOX 38
ST. GEORGE, SC 29477
843-563-0181 or 843-832-0181

FILED/RECORDED
July 29, 2011
DORCHESTER COUNTY
REGISTER OF DEEDS

Space Above Line for Processing Data

RBC Bank

Assignment of Leases, Rents and Profits

Prepared by and after recording return
to:

Nathan C. Fuller, Esq.
Nelson Mullins Riley & Scarborough
LLP
100 North Tryon Street
Suite 4200
Charlotte, North Carolina 28202

State of South Carolina ;

County of Dorchester

THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS ("Assignment"), entered into as of July 15, 2011 ("Effective Date"), by GW DORCHESTER, LLC, a South Carolina limited liability company ("Assignor") with a mailing address of 32 South Battery, Charleston, South Carolina 29401, to RBC BANK (USA), a North Carolina banking corporation ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220.

NOW THEREFORE, for value received, and as additional security for the indebtedness and other obligations referred to below in the Section entitled "Absolute Assignment Given as Security", Assignor hereby sells, transfers and assigns unto Bank all of Assignor's presently existing right, title and interest and all of Assignor's right, title and interest which may arise in the future in and to each and all of the following: (1) the Leases; (2) the Rents; and (3) the Security Deposits.

This Assignment is subject to the following terms and conditions:

Forbearance Agreement

Assignor, certain affiliates of Assignor and Bank have entered into that certain Forbearance Agreement dated as of July 15, 2011 ("Forbearance Agreement"). The Forbearance Agreement is by this reference incorporated in this Assignment and made a part of this Assignment.

Absolute Assignment Given as Security

This Assignment is absolute and is given as additional security for the payment and performance of the Obligations, those obligations described in and secured by that certain Mortgage (as amended or modified from time to time, the "Mortgage"), dated on or about November 18, 2005, from Assignor (as assignee of Evelyn D. Rice) to Bank, which Mortgage is incorporated herein by this reference, and those obligations evidenced by, secured by or otherwise described in the other Loan Documents (the foregoing indebtedness and other obligations, collectively the "Collateral Obligations").

The amounts collected under this Assignment will be applied first to the costs and expenses incurred by Bank and those incurred on behalf of Bank under this Assignment in collecting and receiving Rents, or as otherwise provided herein, and then in reduction of the Collateral Obligations from time to time outstanding. The order of application of amounts collected to reduction of the Collateral Obligations will be as provided in the Forbearance Agreement or if no order is provided therein, in such order as selected by Bank, in its discretion. The term of this Assignment will be until the Collateral Obligations have been fully paid and satisfied and the cancellation of the Mortgage will constitute a release hereof.

Management and Collection of Rents and Profits

Until release of this Assignment by Bank as provided above in the Section entitled "Absolute Assignment Given as Security", but subject to the revocable license granted by Bank to Assignor as provided below in the Section entitled "Revocable License Given to Assignor", the sole right and authority to collect the Rents will be with and will lie with Bank and such right, authority and power may be exercised by Bank and may be exercised by either or both Bank's designee or a receiver or other official appointed as provided below, from time to time and in such manner as Bank deems necessary or appropriate, in its sole discretion; and, in connection with such right of collection, Assignor hereby directs each and all of the lessees and tenants of the Collateral or any part or parts thereof or interests therein, and any other person obligated to pay Rents on account of the Collateral, to pay Rents as may now be due and as may hereafter become due to Bank, its designee or a receiver or other official appointed for such purpose, upon demand for payment thereof by Bank or such other person or persons from time to time and at any time. Without limiting the foregoing, but in furtherance thereof, Bank, itself or through its designee or a receiver or other official appointed as provided below, will have the additional rights and powers set forth in the three subsections immediately below.

Communications.

Bank, at any time and from time to time, may give notice in writing of this Assignment to any and all of the lessees and tenants under the Leases and to any other persons in possession of the Collateral, or any part or parts thereof or interests therein; and, Bank, for the purpose of fully enforcing its rights and powers under this Assignment, may otherwise communicate with such lessees, tenants and other persons regarding this Assignment and Bank's rights, authority and powers hereunder.

Management.

Bank, at its option and at any time or times, will have the right to enter and take possession of all or any part or parts of the Collateral and to manage and operate the Collateral, to let or re-let the Collateral and any part or parts thereof or interests therein, to cancel and modify any one or more of the Leases, to grant rent concessions and other inducements, to evict any one or more lessees, tenants and other persons, to bring and defend any suits in connection with possession of all or any of the Collateral in its own name or Assignor's name, to make repairs as Bank deems appropriate, and to perform such other acts in

connection with the management and operation of the Collateral as Bank, in its discretion, may deem proper, all at the cost and expense of Assignor.

Security Deposits.

Bank will have the right to hold and possess, and Assignor will turn over to Bank immediately upon demand of Bank, the Security Deposits held by Assignor, and those held by its employees or agents, under and pursuant to the Leases. Bank will hold and apply the Security Deposits received in connection with the Leases to the purposes specified in the Leases, in accordance with the terms and conditions thereof. Except to the extent required by law or otherwise required in the Leases, Bank will not be obligated for the payment of interest on Security Deposits delivered to it.

Revocable License Given to Assignor

Revocable License. Until the occurrence of a Default or an Event of Default or the breach of or default under this Assignment by Assignor, Assignor will have a license and Bank hereby grants to Assignor a revocable license to continue collecting Rents in the normal and ordinary course of Assignor's business; provided, however, (1) Assignor will not collect any rental installments under any Leases more than one month in advance of their scheduled payment date without the prior written consent of Bank -- and if Assignor does so do in contravention hereof, Assignor will promptly remit such advanced rental installments to Bank for application by Bank against the Collateral Obligations secured hereby, such installments to be applied as provided in the Section of this Assignment entitled "Absolute Assignment Given as Security", (2) Assignor will pay to Bank, upon receipt by Assignor and in the same form as received (with any necessary endorsements), (i) any award made after the Effective Date in any court procedure involving any of the Leases in any bankruptcy, insolvency or reorganization proceedings in any state court and in any federal court and (ii) any payments made and consideration given by tenants and lessees in lieu of rental payments under any of the Leases, or in settlement of or on account of a claim or dispute under or with respect to any Leases, and (3) Assignor will promptly comply with such other directives as Bank may from time to time give to Assignor regarding collection of Rents.

Termination of Revocable License. If Assignor should breach this Assignment or default hereunder, or if a Default or an Event of Default occurs, Bank may, at its option, terminate the privilege and license granted to Assignor by Bank in the subsection above entitled "Revocable License", and upon a determination by Bank to terminate, the privilege and license granted to Assignor will automatically terminate without any notice from Bank to Assignor and without any further or additional acts on the part of Bank, unless notice is required under any of the Loan Documents or under applicable law, and then only such minimum notice as may be required. Upon such termination, Assignor will cease all collection activities and will pay over to Bank all Rents received by it on and after such termination. All amounts which are received by Assignor from and after the termination of Assignor's license will be received in trust for the benefit of Bank, will be segregated from other funds of Assignor and will be immediately paid over to Bank in the same form as received (with any necessary endorsements).

Additional Provisions Relating to Collection of Rents and Profits

Limitation on Accountability of Bank. Bank will not be liable for laches and will not be liable for the failure to collect the Rents. Bank is obligated to account only for such sums as are actually collected and will not be obligated to perform and will not be obligated to discharge any obligation to be performed or discharged by Assignor under any of the Leases. Assignor hereby agrees to indemnify Bank for, and to save Bank harmless from, any and all liability arising from the Leases and any and all liability arising from this Assignment. This Assignment will not place responsibility for the control, care, management

and repair of the Collateral, or any part or parts thereof or interests therein, upon Bank, and will not make Bank responsible or liable for any negligence or willful misconduct in the management, operation, upkeep, repair and control of any or all of the Collateral resulting in loss or injury or death to any lessee, tenant, licensee, employee, guest, invitee or stranger.

Consequences of Receipt of Rents. The receipt by Bank of any Rents pursuant to this Assignment after acceleration of the Collateral Obligations secured hereby will not cure any Default or Event of Default nor will the receipt thereof at any subsequent time cure any Default or Event of Default, affect Bank's right to institute foreclosure or collection proceedings under the Mortgage or any of the other Loan Documents or affect any sale pursuant thereto or any other action taken by Bank or others on Bank's behalf. Neither the existence of this Assignment nor the exercise of Bank's privilege to collect the Rents, will be construed as a waiver by Bank of the right to enforce payment of the Collateral Obligations hereby secured in accordance with the terms and provisions of the Forbearance Agreement, the Mortgage and the other Loan Documents.

Waiver of Rights by Assignor. If there is any case law, statute or regulation requiring Bank to take actual possession of the Collateral (or some action equivalent thereto, such as securing the appointment of a receiver) in order for Bank to perfect or activate its rights and remedies as set forth herein, then Assignor waives the benefits of such law and agrees that such requirement of law may be satisfied solely by (1) Bank sending Assignor written notice that Bank intends to enforce, and is enforcing, its rights in and to the Collateral and Rents assigned herein and (2) Bank sending written notice to any one or more of the lessees and tenants of the Collateral, and any other person in possession of all or part of either or both, to commence making payments directly to Bank or its designee as provided herein.

Appointment of Receiver. Bank will have the absolute and unconditional right to apply for and to obtain the appointment of a receiver or similar official for any part of and for all of the Collateral, to, among other things, manage and operate the Collateral, and any part of and interest therein, and to collect and apply Rents as provided above. In the event of such application, Assignor consents to the appointment of such receiver or similar official and agrees that such receiver or similar official may be appointed without notice to Assignor, without Bank having to post a bond or other security, without regard to the adequacy of any security for the Collateral Obligations secured hereby and without regard to the solvency of Assignor and without regard to the solvency of any other person who or which may be liable for the payment of the Collateral Obligations secured hereby. All costs and expenses related to the appointment of a receiver or other similar official hereunder will be the responsibility of Assignor, but if paid by Bank, Assignor hereby agrees to pay to Bank, immediately and without demand, all such costs and expenses, together with interest thereon from the date of each payment by Bank at the rate of interest applicable to the Loans. All sums so paid by Bank, and the interest thereon, will be added to and be secured by this Assignment, the Mortgage and the other Loan Documents securing the Collateral Obligations secured hereby.

Power of Attorney. Assignor does hereby irrevocably constitute and appoint Bank its true and lawful attorney with full power of substitution, for it and in its name, place and stead, to do or cause to be done such acts as Bank, in its sole discretion, deems necessary and advisable to effect the terms and conditions of this Assignment and to otherwise realize Bank's rights, authority and powers hereunder, and the benefits provided to Bank herein; and in connection therewith, Bank may appear in any action and collect any award or payments relating to the Collateral (including the Leases and Rents). The foregoing appointment is and the same will be coupled with an interest in favor of Bank.

Representations and Warranties

Assignor represents and warrants to Bank as follows, which representations and warranties will be continuing representations and warranties from Assignor to Bank: (1) Assignor has full right, title and authority to assign to Bank the Leases and Rents due or to become due thereunder or with respect to the Collateral; (2) the terms of the Leases have not been amended, modified, replaced or changed from the terms in the copies of the Leases submitted to Bank for approval, which copies are true and exact copies of the Leases currently outstanding with respect to the Collateral; (3) no other assignment of any interest in the Leases has been made by Assignor or any other person to anyone other than Bank; (4) there are no existing defaults under any of the Leases by any party thereto; and (5) there has been no anticipation or prepayment of any rental installments by any lessees or tenants occupying or possessing the Collateral or by any of the lessees or tenants in any of the Leases.

Covenants Regarding Leases

Assignor will not enter into any new Leases after the Effective Date without Bank's prior written approval.

Assignor will fully perform its obligations under the Leases in a timely manner and will take such actions as may be reasonably necessary to ensure that all lessees and tenants under any of the Leases fully and timely perform their respective obligations thereunder, all at Assignor's sole cost and expense.

Assignor will provide to Bank such information with respect to the Leases and Rents as Bank may from time to time request; such information to be delivered to Bank promptly by Assignor and in a form and medium directed by Bank.

Assignor will not after the Effective Date, without the prior written consent of Bank: (1) cancel any of the Leases, surrender any of the Leases or terminate any of the Leases; (2) exercise any option which might lead to a cancellation, surrender or termination of any of the Leases; (3) except for changes that would reasonably be deemed to have only a minimal affect on the overall value of a Lease as security for the Collateral Obligations, amend, alter, modify or otherwise change any of the Leases; (4) consent to the release of any party liable under any of the Leases; or (5) consent to the assignment and subletting of the lessee's or tenant's interest in any of the Leases.

Assignor will maintain the Security Deposits in a separate agency account maintained by Assignor with Bank, if so requested by Bank, and designated as the account for the deposit of Security Deposits with respect to the Collateral. Assignor will provide to Bank within thirty (30) days of the end of each of Assignor's fiscal years, or more frequently if so requested by Bank, a written verification of the amount of Security Deposits maintained in the account together with a list of the Leases with respect to which the deposits are maintained.

General Terms

The recitals are part of this Assignment. All exhibits and other attachments to this Assignment are incorporated herein.

This Assignment and the other Loan Documents, including the Forbearance Agreement and the Mortgage, are incorporated into each other and they are each a part of the other. All of the Loan Documents will be applied and enforced in harmony with and in conjunction with each other to the end that Bank realizes fully upon its rights and remedies in each and the liens and security interests created by each; and, to the extent conflicts exist between this Assignment and the other Loan Documents, they will be resolved in favor of Bank for the purpose of achieving the full realization of Bank's rights and remedies and the liens and security interests as aforesaid.

Assignor waives the benefit of all present and future homestead, appraisal, valuation, stay, extension, reinstatement and redemption laws, and all rights to require marshalling. Assignor waives any rights

Assignor might have or have had under any law requiring Bank to pursue remedies against the Borrowers or any collateral provided by any Borrower or any other similar laws.

This Assignment will be governed by and construed in accordance with the laws of the State of South Carolina, excluding, however, the conflict of law and choice of law provisions thereof.

Except as otherwise provided in this Assignment, the terms and conditions of this Assignment may be changed only by an agreement in writing signed by Bank and Assignor.

Subject to the limitations on Assignor's right to assign contained herein and any other limitations on assignment in any of the other Loan Documents, the covenants, terms and conditions contained in this Assignment will bind, and the benefits and powers will inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto, including Bank's authorized representatives and any administrative or servicing agents for Bank or any holder of or participant in all or any part of the Collateral Obligations.

All notices and other communications under this Assignment will be given in accordance with the applicable provisions of the Forbearance Agreement. Assignor and Bank may, by written notice given hereunder, designate a different address where communications should be sent and Bank may direct, by notice to Assignor, for communications to be sent electronically or in some other non-tangible medium.

Definitions

In this Assignment: (1) "Assignment" means this Assignment, as amended or modified from time to time; (2) "Collateral" means the Land and the Personalty, and the Collateral includes the Leases, Rents, any and all general intangibles relating to or arising from the Land, Personalty, Leases or Rents, the proceeds and products of all the foregoing, including insurance and condemnation proceeds, accessions and additions thereto, replacements and substitutions therefor and the books and records related thereto or used in connection therewith; (3) "Land" means the real property described on Exhibit A attached hereto, together with all buildings and other improvements now located thereon and all buildings and improvements located thereon in the future, and all rights now or in the future appurtenant thereto; (4) "Leases" means all leases, rental agreements and other demising agreements with respect to the Collateral or any part or parts thereof or interests therein, now existing or hereafter made, executed and delivered (whether written, electronic or verbal), together with all present and future extensions, renewals, modifications and amendments thereof, and substitutions and replacements therefor, and the Leases include the leases, rental agreements or other demising agreements, if any, listed on an attachment to this Assignment; (5) "Personalty" means all furnishings, equipment and fixtures owned by Assignor and in which Assignor has any rights and interests, both now existing and located in, on, over and under the Land and which may be acquired in the future and located as aforesaid, whether used in connection with the ownership, possession, operation or maintenance of the Land, or otherwise; (6) "Rents" means all present and future rents, issues, profits, revenues, royalties, accounts, moneys, rights and other benefits arising from or related to all, or any part or parts of the Collateral or interests therein; (7) "Security Deposits" means all security deposits and other deposits or escrows now held or hereafter acquired and held in connection with the Collateral, including the Leases or Rents; and (8) any terms or phrases used in this Assignment that are not defined herein or whose uses are not explained herein but that are defined in the Forbearance Agreement, or the uses thereof are explained in the Forbearance Agreement, will have the meanings/uses given them in the Forbearance Agreement.

EXECUTED by the undersigned under SEAL as of the date of this Assignment.

ASSIGNOR:

GW DORCHESTER, LLC

Witness Kathy Murray
 Witness [Signature]

By: Deborah Rice-Marino
 Name: DEBORAH RICE-MARINO
 Title: manager

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Acknowledgment

I, the undersigned Notary Public for the State and County, so hereby certify that Deborah Rice-Marino, is the manager of GW Dorchester, LLC, whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn To and Subscribed Before Me

This 25th day of July, 2011.

George E. [Signature] (L.S.) (SEAL)
 Notary Public of South Carolina

My commission expires: 7/24/2019

EXHIBIT A
The Land

See attached.

BK 504696064

EXHIBIT 'A'

ALL that certain lot, piece or parcel of land, together with the improvements thereon, situate, lying and being in the County of Dorchester, State of South Carolina, containing approximately 2.572 acres, more or less, shown and designated as "Parcel A" on a plat prepared by Trico Engineering Consultants, Inc., entitled "PLAT SHOWING PARCEL A, A 2.572 ACRE TRACT OF LAND, PROPERTY OF HOFDEN, LLC, LOCATED IN THE CITY OF NORTH CHARLESTON, DORCHESTER COUNTY, SOUTH CAROLINA" dated October 11, 2005, recorded in Plat Cabinet K at page 176 in the RMC Office for Dorchester County, South Carolina; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

THIS BEING the same property conveyed to the Mortgagor(s) herein by Deed of Hofden, LLC, dated the 18th day of November 2005 and recorded simultaneously herewith in the aforesaid RMC Office.



Recording Date: 07/29/2011 Instrument: 95 Book: 7960 Page: 340-349

FILED-RECORDED
RMC / ROD

2011 Jul 29 PM 2:34:56

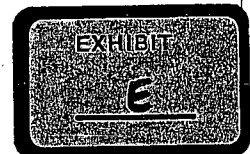
DORCHESTER COUNTY
SC Deed Rec Fee: .00
Dor Co Deed Rec Fee: .00
Filing Fee: 14.00
Exemption #:
MARGARET L. BAILEY
Register of Deeds

CERTIFIED COPY
2013 MAY - 8 PM 3:57
Margaret Bailey
CLERK OF COURT
DORCHESTER COUNTY



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS
NOT TO BE DETACHED OR REMOVED AND MUST BE
CITED AS THE FIRST PAGE OF THE RECORDED
DOCUMENT. THE TOP OF THE PAGE IS TO BE USED FOR
RECORDING PURPOSES AND IS NOT TO BE USED FOR
ANY OTHER PURPOSE.

REGISTER OF DEEDS
DORCHESTER COUNTY SOUTH CAROLINA
MARGARET L. BAILEY, REGISTER
POST OFFICE BOX 38
ST. GEORGE, SC 29477
843-563-0181 or 843-832-0181



14-
**RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:**

**Cross reference to:
Book 5046, Page 49
Dorchester County Records**

**Nathan C. Fuller, Esq.
Nelson Mullins Riley & Scarborough LLP
100 North College Street, Suite 4200
Charlotte, NC 28202**

MODIFICATION OF MORTGAGE

by and from

GW Dorchester, LLC, "Mortgagor"

to

RBC Bank (USA), "Mortgagee"

(the successor in interest to RBC Centura Bank and Centura Bank)

Dated as of July 15, 2011

**Location: Parcel A, 2.572 Acres
City: City of North Charleston
County: Dorchester
State: South Carolina**

MODIFICATION OF MORTGAGE
(City of North Charleston, Dorchester County, South Carolina)

THIS MODIFICATION OF MORTGAGE (this "Modification"), is dated as of this 15th day of July, 2011, by GW Dorchester, LLC, having an address of 32 South Battery, Charleston, South Carolina 29401 (as assignee of Evelyn D. Rice, "Mortgagor"), and RBC Bank (USA), having an office at 4961 Long Beach Road, Southport, North Carolina 28461 (the successor in interest to RBC Centura Bank and Centura Bank, together with its successors and assigns, "Mortgagee").

WITNESSETH:

WHEREAS, the Obligors (hereinafter defined) and Mortgagee are party to certain Loan Documents (as defined in the Forbearance Agreement, hereinafter defined);

WHEREAS, **DEBORAH RICE-MARKO**, a resident of the State of South Carolina ("**DRM**"), **GW DORCHESTER, LLC**, a South Carolina limited liability company ("**Dorchester**"), **LIBERTY COTTAGES, LLC**, a South Carolina limited liability company ("**Liberty Cottages**"), **ROA, LLC**, a South Carolina limited liability company ("**ROA**"), **ROYAL BEACH PROPERTIES, LLC**, a South Carolina limited liability company ("**Royal**"), **THE BROTHERS OF SC, LLC**, a South Carolina limited liability company (as successor in interest to The Brothers of NC, LLC, "**Brothers**"), and **USS CLARKSVILLE, LLC**, a South Carolina limited liability company ("**Clarksville**") (**DRM**, **Dorchester**, **Liberty Cottages**, **ROA**, **Royal**, **Brothers** and **Clarksville** are each referred to herein as a "**Borrower**" and collectively as the "**Borrowers**"), **DRM** (in her capacity as a guarantor), **LIBERTY COTTAGES LAND, LLC**, a South Carolina limited liability company ("**Liberty Land**"), **JOHN E. MARKO, JR.**, a resident of the State of South Carolina ("**JEM**"), **EVAN R. MARKO**, a resident of the State of South Carolina ("**ERM**"), and **THE ESTATE OF EVELYN D. RICE** ("**Estate**") (**DRM**, **Liberty Land**, **JEM**, **ERM** and **Estate** are each referred to herein as a "**Guarantor**" and collectively as the "**Guarantors**"), the Borrowers and the Guarantors are collectively referred to herein as the "**Obligors**" and individually as an "**Obligor**") and Mortgagee are entering into that certain Forbearance Agreement dated as of the date hereof (the "**Forbearance Agreement**"; all capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Forbearance Agreement);

WHEREAS, to secure the indebtedness described in each Original Mortgage (as defined below), Mortgagor (Evelyn D. Rice and thereafter assigned to GW Dorchester, LLC) executed a mortgage dated as of November 18, 2005, in favor of Mortgagee and recorded on November 23, 2005 in the Office of the ROD for Dorchester County in Book 5046, Page 49 (as amended or modified prior to the date hereof, individually and collectively, each an "**Original Mortgage**" and collectively, the "**Original Mortgages**"), encumbering the real property described therein;

WHEREAS, pursuant to the Forbearance Agreement, the Mortgagee has agreed to continue to provide certain financial accommodations to the Obligor;

WHEREAS, Mortgagor is receiving a good and valuable benefit, the sufficiency and receipt of which is hereby acknowledged, from the Mortgagee in its continuing to extend credit and provide financial accommodations under the Forbearance Agreement and the other Loan Documents;

WHEREAS, Mortgagor and Mortgagee wish to further modify each Original Mortgage to secure the additional obligations of the Obligor with respect to the financial accommodations provided pursuant to the Forbearance Agreement and the other Loan Documents; and

WHEREAS, each Original Mortgage, as modified hereby, is referred to herein as the "Modified Mortgage."

NOW, THEREFORE, in consideration of mutual covenants contained herein, the indebtedness secured by each Original Mortgage, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Modification of Mortgage.

a. In order to have each Original Mortgage secure the additional indebtedness, liabilities and obligations presently or hereafter extended to the Obligor pursuant to the Forbearance Agreement and the other Loan Documents, in addition to all indebtedness, liabilities and obligations secured thereunder as of the date of such Original Mortgage, the indebtedness, liabilities and obligations secured by each Original Mortgage are hereby modified to add and include the indebtedness described below (without duplication):

All Loans, and other indebtedness, advances, debts, liabilities, obligations, covenants and duties owing by any Obligor to the Mortgagee or any other person or entity required to be indemnified, that arises under any Loan Document, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, guaranty, indemnification or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired, including without limitation (i) payment of all sums, with interest thereon, now or hereafter advanced under any Loan Document to maintain, protect, repair, restore, preserve and enforce the Collateral and the liens and security interests created by any Loan Document; (ii) payment of all sums, with interest thereon, now or hereafter advanced to protect and enforce the rights and remedies of Mortgagee hereunder or under any one or more of the other Loan Documents; (iii) payment of any and all present and future indebtedness and other obligations under each one of and all of the Loan Documents that are not encompassed in the foregoing,

including payment of any and all premiums and other obligations relating to any Rate Management Transaction; (iv) performance of the covenants, terms and conditions contained in each one of and all of the Loan Documents; and (v) payment of all monetary obligations incurred by or accrued to the Mortgagee during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, relative to a Loan Party or any one or more of the Loan Documents.

2. Increase to the Maximum Aggregate Principal Sum Secured by the Mortgage. All references in each Original Mortgage to a maximum amount indebtedness secured thereby are hereby deleted and replaced with the amount of \$25,000,000.00.

3. Maturity Date. All references in each Original Mortgage to a maturity date are hereby deleted and replaced with the date of July 15, 2013.

4. Additional Modifications to Mortgage. Notwithstanding anything in the recitals to the Original Mortgages or any other provision of the Original Mortgages to the contrary, each Original Mortgage is hereby amended and modified to provide that (a) wherever in such Original Mortgage reference is made to any promissory note or notes such reference shall be to the promissory notes set forth on Exhibit A, as amended or modified from time to time; (b) wherever in such Original Mortgage reference is made to any borrower, such reference shall be to the Obligors, as defined herein; (c) wherever in such Original Mortgage reference is made to any loan document, such reference shall include the Loan Documents, as defined in the Forbearance Agreement; and (d) wherever in such Original Mortgage reference is made to any default or event of default, such reference shall include each Event of Default, as defined in the Forbearance Agreement, and (i) any default (and the expiration of all applicable cure periods) or event of default under each Modified Mortgage shall be an Event of Default under the Forbearance Agreement, and (ii) any Event of Default under the Forbearance Agreement shall be an event of default under each Modified Mortgage. In the event of any inconsistency or conflict between the terms of any Original Mortgage and the terms of this Modification, the terms of this Modification shall control. In the event of any inconsistency or conflict between the terms of any Modified Mortgage and the terms of the Forbearance Agreement, the terms of the Forbearance Agreement shall control.

5. Ratification. Except as modified hereby, the terms and conditions of the Original Mortgages shall remain in full force and effect, and Mortgagor hereby ratifies the terms and conditions thereof and reaffirms the covenants, representations and warranties given therein.

6. No Release or Novation. This Modification does not extinguish the outstanding indebtedness or any other obligation or discharge or release the lien of any Original Mortgage or any other security. Nothing herein contained shall be construed as a substitution or novation of any Original Mortgage or the indebtedness secured thereby,

which shall remain in full force and effect, except as modified hereby. Each Modified Mortgage constitutes a binding obligation of the Mortgagor and a continuing lien over and security interest in the property encumbered thereby.

7. Successors and Assigns. This Modification shall be binding upon and inure to the benefit of the Mortgagor and Mortgagee and their respective successors and assigns.

8. Multiple Counterparts. This Modification may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

9. General Terms. Each Modified Mortgage and the other Loan Documents, including the Obligations and the Forbearance Agreement, are incorporated into each other and they are each a part of the other. The terms and conditions of one or more of the Loan Documents may include, among other things, provisions for the increase or decrease in the principal amount of the Obligations, adjustment of the interest rate or rates applicable to the Obligations, adjustments in payments relative to the Obligations and extension or renewal of the maturity date or dates of the Obligations. One or more of the Loan Documents may also contain provisions permitting other adjustments in the Obligations. All of the Loan Documents will be applied and enforced in harmony with and in conjunction with each other to the end that Mortgagee realizes fully upon its rights and remedies in each and the liens and security interests created by each; and, to the extent conflicts exist between any Modified Mortgage and the other Loan Documents, including conflicts relative to the meanings/use of terms, they will be resolved in favor of Mortgagee for the purpose of achieving the full realization of Mortgagee's rights and remedies and the liens and security interests as aforesaid. The recitals are part of each Modified Mortgage. All exhibits and other attachments to each Modified Mortgage are incorporated herein. Mortgagor waives the benefit of all present and future homestead, appraisal, valuation, stay, extension, reinstatement and redemption laws, and all rights to require marshalling. Mortgagor, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to each Modified Mortgage. Each Modified Mortgage will be governed by and construed in accordance with the laws of the State of South Carolina, excluding, however, the conflict of law and choice of law provisions thereof. Except as otherwise provided in each Modified Mortgage, the terms and conditions of each Modified Mortgage may be changed only by an agreement in writing signed by Mortgagee and Mortgagor. Mortgagor does hereby irrevocably constitute and appoint Mortgagee its true and lawful attorney with full power of substitution, for it and in its name, place and stead, to do or cause to be done such acts as Mortgagee, in its sole discretion, deems necessary and advisable to effect the terms and conditions of each Modified Mortgage and the other Loan Documents and to otherwise realize Mortgagor's rights, authority and powers hereunder and thereunder, and the benefits provided to Mortgagor herein and therein. The foregoing appointment is and the same will be coupled with an interest in

Mortgagee's favor. Subject to the limitations on Mortgagor's right to assign set forth herein and any other limitations on assignment in any of the other Loan Documents, the covenants, terms and conditions contained in each Modified Mortgage will bind, and the benefits and powers will inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. At any time or times and without notice to Mortgagor or any other person, Mortgagor may assign any or all of the Obligations or sell or transfer one or more participations in any of the Obligations, and in connection with any such assignments, sales or other transfers, may assign Mortgagor's rights and benefits under each Modified Mortgage and any of the Loan Documents in whole or in part; and, each Modified Mortgage will apply to, be binding upon and inure to the benefit of each one of and all of Mortgagor's participants, successors and assigns, including any agent that may administer or service any of the Obligations for any holder of any of the Loan Documents, or any assignees, transferees or participants. All notices and other communications under each Modified Mortgage will be given in accordance with the applicable provisions of the Forbearance Agreement. Mortgagor and Mortgagee may, by written notice given hereunder, designate a different address where communications should be sent and Mortgagee may direct, by notice to Mortgagor, for communications to be sent electronically or in some other non-tangible medium.

10. Deficiency Judgment. Mortgagor acknowledges that in any foreclosure proceeding or thereafter, Mortgagee may seek a deficiency judgment against Mortgagor pursuant to S.C. Code §29-3-660 or other applicable law.

[SIGNATURES BEGIN ON NEXT PAGE]

WAIVER OF APPRAISAL. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the premises apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE PREMISES.

IN WITNESS WHEREOF, the undersigned have executed this Modification as of the day first above written.

MORTGAGOR:

GW DORCHESTER, LLC

Witness

Witness

By:

Name:

Title:

STATE OF

South Carolina

COUNTY OF

Charleston

Acknowledgment

Deborah R. [Signature] the undersigned Notary Public for the State and County, so hereby certify that Mark [Signature] is the Manager of GW Dorchester, LLC, whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn To and Subscribed Before Me

This 15th day of July, 2011.

Notary Public of

My commission expires: 7-24-2019

(L.S.) (SEAL)

MORTGAGEE:

RBC BANK (USA)

Witness Allison A. WilliamsWitness Jesse WattBy: [Signature]
Name: William H. Harrington
Title: Bank OfficerSTATE OF North CarolinaCOUNTY OF Brunswick

Acknowledgment

I, the undersigned Notary Public for the State and County, so hereby certify that William H. Harrington is the Bank Officer of RBC Bank (USA), whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn To and Subscribed Before Me.

This 1st day of July, 2011.

[Signature] (L.S.) (SEAL)
Notary Public of Brunswick County

My commission expires: 4/24/2016

MIRANDA POTTER
NOTARY PUBLIC
BRUNSWICK COUNTY, NC

EXHIBIT A

Promissory Notes

1. Amended and Restated Promissory note made by DRM in favor of Mortgagor dated July 15, 2011, in the principal amount of \$1,595,983.91,
2. Amended and Restated Promissory note made by Dorchester dated July 15, 2011, in the principal amount of \$2,327,500.00,
3. Amended and Restated Promissory note made by Clarksville dated July 15, 2011, in the principal amount of \$430,324.41,
4. Amended and Restated Promissory Note made by Liberty Cottages dated July 15, 2011, in the principal amount of \$1,271,220.00,
5. Amended and Restated Promissory Note made by ROA dated July 15, 2011, in the principal amount of \$1,294,197.25,
6. Amended and Restated Promissory Note made by ROA dated July 15, 2011, in the principal amount of \$3,396,459.83,
7. Amended and Restated Promissory Note made by Royal dated July 15, 2011, in the principal amount of \$3,262,500.00,
8. Amended and Restated Promissory Note made by Brothers dated July 15, 2011, in the principal amount of \$1,087,495.68, and
9. Amended and Restated Promissory Note made by Brothers dated July 15, 2011, in the principal amount of \$4,900,000.00.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Nathan Fuller 704-417-3000

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Nelson Mullins Riley & Scarborough LLP
Bank of America Corporate Center
100 North Tryon Street - Suite 4200
Charlotte, NC 28202-4000

nathan.fuller@nelsonmullins.com

SC Secretary of State

File ID: 110721-15

Lapse Date: 07/21/2013

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

2013 MAY -8 PM 3:57
CERTIFIED COPY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

GW Dorchester, LLC

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

32 S. Battery

CITY
Charleston

STATE
SC

POSTAL CODE
29401

COUNTRY

1d. SEE INSTRUCTIONS

ADDL INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION
LLC

1f. JURISDICTION OF ORGANIZATION
South Carolina

1g. ORGANIZATIONAL ID #, if any

☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADDL INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

RBC Bank (USA)

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

4961 Long Beach Rd.

CITY

Southport

STATE

POSTAL CODE

COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

All assets of Debtor, now or hereafter acquired, wherever located.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT (s) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Filed with: SC - Secretary of State

F#311100

A#456981

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC-1) (REV. 05/22/02)

EXHIBIT

G

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Nathan Fuller 704-417-3000	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Please Return To: National Corporate Research, Ltd. 41 State Street, Suite 600 Albany, New York 12207 (800)828-0938 (518)434-0938	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME GW Dorchester, LLC				
OR 1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS 32 South Battery		CITY Charleston	STATE SC	POSTAL CODE 29401
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION South Carolina	1g. ORGANIZATIONAL ID #, if any ☒ NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any ☐ NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME RBC Bank (USA)				
OR 3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS 4961 Long Beach Road		CITY Southport	STATE NC	POSTAL CODE 28461

4. This FINANCING STATEMENT covers the following collateral:
All fixtures and proceeds thereof.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]	All Debtors Debtor 1 Debtor 2				
8. OPTIONAL FILER REFERENCE DATA Filed with: SC - Dorchester County F#311290 A#457204						

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY.

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

GW Dorchester, LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONSADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE**12. ☐ ADDITIONAL SECURED PARTY'S ☐ OR ☐ ASSIGNOR S/P'S - NAME - Insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

8730 Dorchester Rd.
North Charleston, SC 29420

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate
(if Debtor does not have a record interest):17. Check only if applicable, and check only one box.Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate18. Check only if applicable and check only one box.☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction☐ Filed in connection with a Public-Finance Transaction

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

BK 5046PG064

EXHIBIT 'A'

ALL that certain lot, piece or parcel of land, together with the improvements thereon, situate, lying and being in the County of Dorchester, State of South Carolina, containing approximately 2.572 acres, more or less, shown and designated as "Parcel A" on a plat prepared by Trico Engineering Consultants, Inc., entitled "PLAT SHOWING PARCEL A, A 2.572 ACRE TRACT OF LAND, PROPERTY OF HOFDEN, LLC, LOCATED IN THE CITY OF NORTH CHARLESTON, DORCHESTER COUNTY, SOUTH CAROLINA" dated October 11, 2005, recorded in Plat Cabinet K at page 176 in the RMC Office for Dorchester County, South Carolina; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

THIS BEING the same property conveyed to the Mortgagor(s) herein by Deed of Hofden, LLC, dated the 18th day of November 2005 and recorded simultaneously herewith in the aforesaid RMC Office.

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT

PNC Bank, N.A., successor to RBC
Bank (USA)

Plaintiff,

vs.

The Brothers of SC, LLC; GW
Dorchester, LLC; USS Clarksville, LLC;
Liberty Cottages, LLC; Liberty Cottages
Land, LLC; ROA, LLC; Royal Beach
Properties, LLC; The Brothers of SC,
LLC; Deborah Rice-Marko a/k/a
Deborah G. Rice-Marko; Evan R. Marko
and John E. Marko, Jr.,

Defendants.

Civil Action No. 2013-CP-21-

LIS PENDENS
(Non-Jury)

20 13 -LP-21- 176

2013 MAY -2 PM 1:20
CONNIE REEL-SHEARN
CCJP & G.S.
FLORENCE COUNTY, SC

NOTICE IS HEREBY GIVEN that an action has been commenced and is pending in the above referred to Court upon the Complaint of the above-named Plaintiff against the above-named Defendant for the foreclosure of a certain Mortgage, Assignment of Rents and Security Agreement given by The Brothers of SC, LLC to RBC Centura Bank, dated October 11, 2007, and recorded on October 12, 2007, in the Office of the Register of Deeds for Florence County in Mortgage Book B139 at Page 715, said Mortgage securing the original amount of Four Million Nine Hundred Thousand and 00/100 (\$4,900,000.00) Dollars, and encumbering the following described property:

PARCEL A:

ALL that certain piece, parcel or tract of land, situate, lying and being in the City of Florence, County of Florence, State of South Carolina, being shown on a plat prepared for West Evans-Florence Venture by A&S of Columbia, Inc., dated October 6, 1995, recorded in Plat Book __ at page __, in the Office of the Clerk of Court for Florence County, South Carolina, and according to said plat having the following metes and bounds, to wit:

CERTIFIED: A TRUE COPY

Connie Reel-Shearn

CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

Beginning at an iron pin along the eastern boundary of the right of way of North Cashua Drive at its intersection with the right-of-way of West Evans Street and running N19-57-40E along the right of way of North Cashua Drive for a distance of 357.85 feet to an iron; then turning and running S88-39-55E along property now or formerly of Daniel W. Tyler et al., for a distance of 328.45 feet to an iron; then turning and running S01-21-40W along said property for a distance of 190.01 feet to an iron; then turning and running N88-36-05W along property now or formerly of Jane R. Lingle and Elizabeth W. Lingle and along property now or formerly of Southern National Bank of S.C. for a distance of 163.93 feet to an iron; then turning and running S19-58-40W along property now or formerly of Southern National Bank of S.C. for a distance of 207.60 feet to an iron; then turning and running N88-37-45W along the right of way of West Evans Street for a distance of 178.42 feet to an iron; then turning and running N34-19-25W for a distance of 58.23 feet to an iron at the point of beginning, be all measurements a little more or less.

PARCEL B:

A permanent, non-exclusive easement appurtenant to the property described as Parcel A above, for the purposes of ingress and egress over and across the property denoted on the aforementioned plat as "Easement No.1", contained in instrument recorded in Book A315, page 513, aforesaid records, and more particularly described as follows:

Beginning at an iron located on the eastern edge of the right-of-way of North Cashua Drive, said iron being approximately 357.85 feet north of its point of intersection with the right-of-way of West Evans Street, then turning North 19 degrees 57 minutes 40 seconds East, for a distance of 27.44 feet to a point; then turning and running South 88 degrees 39 minutes 55 seconds East, for a distance of 319.80 feet to a point; then turning and running South 01 degrees 21 minutes 40 seconds West for a distance of 26.00 feet to a hole in concrete curb; then turning and running North 88 degrees 39 minutes 55 seconds West for a distance of 328.45 feet to the point of beginning, be all measurements a little more or less.

PARCEL C:

A permanent, non-exclusive easement appurtenant to the property described as Parcel A above, for the purposes of ingress and egress over and across the property denoted on the aforementioned plat as "Easement No. 3" contained in instrument recorded in Book A315, page 513, aforesaid records, and more particularly described as follows:

Beginning at an iron located on the northern edge of the right-of-way of West Evans Street, said iron being approximately 178.42 feet east of its point of intersection with the right-of-way of North Cashua Drive, then running North 19 degrees 58 minutes 40 seconds East, for a distance of 207.60 feet to an iron; then turning and running South 88 degrees 36 minutes 05 seconds East, for a distance of 15.83 feet to a point, then turning and running South 19 degrees 58 minutes 40 seconds West, for a distance of 207.60 feet to a point, then turning and running North 88 degrees

37 minutes 45 seconds West, for a distance of 15.83 feet to the point of beginning, be all measurements a little more or less.

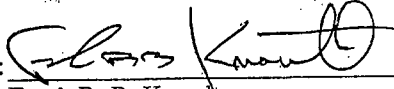
PARCEL D:

A permanent, non-exclusive easement appurtenant to the property described as Parcel A above, as shown on plat entitled "Final As-Built Survey for West Evans-Florence Venture, a Partnership", prepared by Ervin Engineering Company, Inc., recorded in the Office of the Clerk of Court for Florence County, South Carolina in Plat Book 42, page 445, for the purposes of installation, operation and maintenance of an underground sanitary sewer line, in accordance with the terms and conditions of the instrument creating the easement, the same being that certain Easement among Daniel W. Tyler, Jack S. Tyler, Jr., Peggy T. Broach, Marjorie W. Tyler as Trustee under the Family Trust created under the Will of Walter D. Tyler, Jr., and West Evans-Florence Venture, recorded in Book A451, page 1945, aforesaid records.

This is the same property conveyed to The Brothers of NC, LLC, by deed of conveyance of Edens & Avant Properties Limited Partnership dated November 11, 2002, and recorded November 12, 2002, in Book A706, page 1565, in the office of the RMC for Florence County. Subsequent to this conveyance, The Brothers of NC, LLC merged with The Brothers of SC, LLC as evidenced by the Articles of Merger filed on November 26, 2007 in Book B148 at Page 1791, in the office of the RMC for Florence County.

TMS No. 90024-02-006

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 
Frank B. B. Knowlton
SC Bar No. 003588
E-Mail: frank.knowlton@nelsonmullins.com
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

April 20, 2013

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

IN THE COURT OF COMMON PLEAS

PNC BANK, N.A.

CIVIL ACTION COVERSHEET

2013 MAY 2 PM 1:20
Plaintiff(s)
CONNIE REEL-SHEARIN
CCCP & OS
FLORENCE COUNTY, SC

2013 -CP- 21 - 1193

VS.

THE BROTHERS OF SC, LLC, et al.

Defendant(s)

(Please Print)

Submitted By: FRANK B.B. KNOWLTON

Address: NELSON MULLINS RILEY & SCARBOROUGH, LLP

P.O. BOX 11070

COLUMBIA, SC 29211

SC Bar #:

3588

Telephone #:

803-799-2000

Fax #:

803-255-9844

Other:

E-mail:

frank.knowlton@nelsonmullins.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts ☐ Constructions (100) ☐ Debt Collection (110) ☐ Employment (120) ☐ General (130) ☐ Breach of Contract (140) ☐ Other (199)	Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) Previous Notice of Intent Case # 20 -CP- ☐ Notice/ File Med Mal (230) ☐ Other (299)	Torts - Personal Injury ☐ Assault/Slander/Libel (300) ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Other (399)	Real Property ☐ Claim & Delivery (400) ☐ Condemnation (410) ☒ Foreclosure (420) ☐ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499)
Inmate Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599)	Administrative Law/Relief ☐ Reinstate Dry. License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture-Petition (840) ☐ Forfeiture-Consent Order (850) ☐ Other (899)	Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript of Judgment (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760) ☐ Confession of Judgment (770) ☐ Petition for Workers Compensation Settlement Approval (780) ☐ Other (799)	Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Public Service Commission (990) ☐ Employment Security Commission (991) ☐ Other (999)
☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620) ☐ Other (699) ☐ Sexual Predator (510)	☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Foreign Subpoenas (650) ☐ Motion to Quash Subpoena in Out-of-County Action (660)		

Special/Complex /Other:

Submitting Party Signature:

Date:

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et seq.

SCCA / 234 (04/2012)

Page 1 of 2

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only); Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS

TWELFTH JUDICIAL CIRCUIT

PNC Bank, N.A., successor to RBC
Bank (USA)

Plaintiff,

vs.

The Brothers of SC, LLC; GW
Dorchester, LLC; USS Clarksville,
LLC; Liberty Cottages, LLC; Liberty
Cottages Land, LLC; ROA, LLC;
Royal Beach Properties, LLC; The
Brothers of SC, LLC; Deborah Rice-
Marko a/k/a Deborah G. Rice-Marko;
Evan R. Marko and John E. Marko,
Jr.,

Defendants.

Civil Action No. 2013-CP-21-

**CERTIFICATE OF EXEMPTION
FROM ADR**

2013 MAY -2 PM 1:20
CONNIE REEL-SHEARIN
CCCP & GS
FLORENCE COUNTY, SC

FILED

I certify that this action is exempt from mediation because:

_____ this is a special proceeding or action seeking extraordinary relief such as
mandamus, habeas corpus, or prohibition;

_____ this action is appellate in nature;

_____ this is a post-conviction relief matter;

_____ this is a forfeiture proceeding brought by the State;

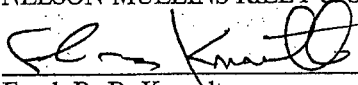
X this is a case involving a mortgage foreclosure;

_____ this is a contempt of court proceeding; or

_____ the parties submitted the case to voluntary mediation with a
mediator prior to the filing of this civil action.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Frank B. B. Knowlton

CERTIFIED: A TRUE COPY
Diana H. Spivey
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

E-Mail: frank.knowlton@nelsonmullins.com
SC Bar No. 003588
1320 Main Street / 17th Floor
Post Office Box 11070 (29211-1070)
Columbia, SC 29201
(803) 799-2000

ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

April 30, 2013

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE) TWELFTH JUDICIAL CIRCUIT

PNC Bank, N.A., successor to RBC Bank) Civil Action No. 2013-CP-21-
(USA))

Plaintiff,)

vs.)

The Brothers of SC, LLC; GW Dorchester,)
LLC; USS Clarksville, LLC; Liberty)
Cottages, LLC; Liberty Cottages Land,)
LLC; ROA, LLC; Royal Beach Properties,)
LLC; The Brothers of SC, LLC; Deborah)
Rice-Marko a/k/a Deborah G. Rice-Marko;)
Evan R. Marko and John E. Marko, Jr.,)

Defendants.)

**CERTIFICATION OF EXEMPTION
FROM ADMINISTRATIVE ORDER**

2011-05-02-01

(Non-Owner Occupied Dwelling)

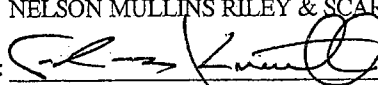
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CONNIE REEL-SHEARMAN
CCCP & GS
FLORENCE COUNTY, SC

FILED

The Plaintiff by and through it undersigned attorney does hereby certify as follows:

- 1) That this is an action for the foreclosure of real property located in Florence County, South Carolina.
- 2) That the Administrative Order of the Supreme Court of South Carolina dated May 2nd, 2011 (2011-05-02-01) does not apply to this foreclosure, in that the real property that is the subject of this foreclosure is not an "Owner-Occupied dwelling" as defined in the Order.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Frank B. B. Knowlton

E-Mail: frank.knowlton@nelsonmullins.com

SC Bar No. 003588

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

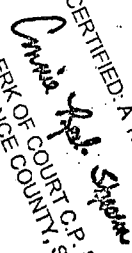
Columbia, SC 29201

(803) 799-2000

ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

April 30, 2013

CERTIFIED: A TRUE COPY
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.


STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE) TWELFTH JUDICIAL CIRCUIT

PNC Bank, N.A., successor to RBC) Civil Action No. 2013-CP-21-
Bank (USA))

Plaintiff,)

vs.)

SUMMONS
(Non-Jury)

The Brothers of SC, LLC; GW)
Dorchester, LLC; USS Clarksville,)
LLC; Liberty Cottages, LLC; Liberty)
Cottages Land, LLC; ROA, LLC;)
Royal Beach Properties, LLC; The)
Brothers of SC, LLC; Deborah Rice-)
Marko a/k/a Deborah G. Rice-Marko;)
Evan R. Marko and John E. Marko,)
Jr.,)

Defendants.)

FILED
2013 MAY -2 PM 1:20
CONNIE REEL-SHEARIN
COP & GS
FLORENCE COUNTY, SC

TO: THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to the said Complaint upon the subscribers at 1320 Main Street, Post Office Box 11070, Columbia, South Carolina 29211, within thirty (30) days after service hereof except as to the United States of America, which shall have sixty (60) days, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that pursuant to Rule 53(b), of the South Carolina Rules of Civil Procedure, as amended effective September 1, 2002, the Plaintiff will move for a general Order of Reference to the Master in Equity for Florence County, which Order shall,

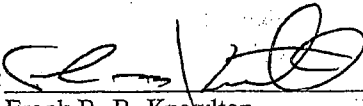
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Connie Reel-Shearin

CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

pursuant to Rule 53(b) of the SCRCF, specifically provide that the said Master in Equity is authorized and empowered to enter a final judgment in this action.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Frank B. B. Knowlton

E-Mail: frank.knowlton@nelsonmullins.com

SC Bar No. 003588

1320 Main Street / 17th Floor

Post Office Box 11070 (29211-1070)

Columbia, SC 29201

(803) 799-2000

ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

April 30, 2013

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE) TWELFTH JUDICIAL CIRCUIT

PNC Bank, N.A., successor to RBC
Bank (USA)

Plaintiff,

vs.

The Brothers of SC, LLC; GW
Dorchester, LLC; USS Clarksville,
LLC; Liberty Cottages, LLC; Liberty
Cottages Land, LLC; ROA, LLC;
Royal Beach Properties, LLC; The
Brothers of SC, LLC; Deborah Rice-
Marko a/k/a Deborah G. Rice-Marko;
Evan R. Marko and John E. Marko,
Jr.,

Defendants.

Civil Action No. 2013-CP-21-

1193

COMPLAINT

Foreclosure/Collection on
Guaranty/Appointment of Receiver

Judgment Demanded Pursuant to

S.C. Code § 29-3-550

(Non-Jury)

REEL-SHEARIN
POPC & GS
FLORENCE COUNTY, S.C.

2013 MAY -2 PM 1:20

FILED

The Plaintiff above-named, complaining of the Defendants herein, would respectfully show:

1. Plaintiff is a banking corporation organized and existing under and pursuant to the laws of the United States.
2. Upon information and belief, the Defendant, The Brothers of SC, LLC, is a limited liability company organized and existing under and pursuant to the laws of the State of South Carolina and doing business in the County of Florence, State of South Carolina.
3. Upon information and belief, the Defendant, GW Dorchester, LLC, is a limited liability company organized and existing under and pursuant to the laws of the

CERTIFIED: A TRUE COPY

Amie R. Spain

CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

State of South Carolina and doing business in the County of Dorchester, State of South Carolina.

4. Upon information and belief, the Defendant, USS Clarksville, LLC, is a limited liability company organized and existing under and pursuant to the laws of the State of South Carolina and doing business in the County of Charleston, State of South Carolina.

5. Upon information and belief, the Defendant, Liberty Cottages, LLC, is a limited liability company organized and existing under and pursuant to the laws of the State of South Carolina and doing business in the County of Charleston, State of South Carolina.

6. Upon information and belief, the Defendant, Liberty Cottages Land, LLC, is a limited liability company organized and existing under and pursuant to the laws of the State of South Carolina and doing business in the County of Charleston, State of South Carolina.

7. Upon information and belief, the Defendant, ROA, LLC, is a limited liability company organized and existing under and pursuant to the laws of the State of South Carolina and doing business in the County of Charleston, State of South Carolina.

8. Upon information and belief, the Defendant, Royal Beach Properties, LLC, is a limited liability company organized and existing under and pursuant to the laws of the State of South Carolina and doing business in the County of Charleston, State of South Carolina.

9. Upon information and belief, the Defendant, Deborah Rice-Marko a/k/a Deborah G. Rice-Marko, is a citizen and resident of the State of South Carolina and doing business in the County of Charleston, State of South Carolina.

10. Upon information and belief, the Defendant, Evan R. Marko, is a citizen and resident of the State of South Carolina and doing business in the County of Charleston, State of South Carolina.

11. Upon information and belief, the Defendant, John E. Marko, Jr., is a citizen and resident of the State of South Carolina and doing business in the County of Charleston, State of South Carolina.

12. Any defendant described herein as a judgment creditor has, by filing the judgment, designated the attorney entering the judgment as its agent for service of process pursuant to the provisions of Section 15-35-840 of the S.C. Code of Law (1976) as amended.

13. This Court has jurisdiction over the above captioned matter.

14. The real property which is the subject of the within mortgage foreclosure action is located in Florence County, South Carolina.

15. Pursuant to the South Carolina Supreme Court's Administrative Order filed on May 22, 2009, the mortgage loan identified herein is a commercial loan which is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac nor is any servicer of the loan participating in the Home Affordable Modification Program (HMP), as referenced in the above Administrative Order. As such, the Administrative Order is not applicable to the loans and mortgages identified herein.

16. Pursuant to South Carolina Supreme Court's Administrative Order filed on May 2, 2011, the real property involved herein is commercial property and is not an "Owner-Occupied Dwelling" as defined in that Order. As such, the Administrative Order is not applicable to this foreclosure.

FOR A FIRST CAUSE OF ACTION
(Foreclosure of Property and Judgment as to the Borrower – Brothers Note #2)

17. Each and every allegation in the above-numbered paragraphs is repeated and incorporated herein as if stated verbatim.

18. On or about October 11, 2007, the Defendant The Brothers of SC, LLC for value received, executed and delivered to RBC Centura Bank a promissory note in the principal sum of Four Million, Nine Hundred Thousand and 00/100 (\$4,900,000.00) Dollars, with interest thereon, the terms of which note are more fully explained by reference thereto ("the Note"). A copy of said Note is attached hereto as Exhibit A and incorporated herein by reference.

19. Simultaneously with the execution of the above referred to Note, and in order to secure the payment thereof, the Defendant, The Brothers of SC, LLC, executed and delivered to Plaintiff that certain Mortgage, Assignment of Rents and Security Agreement ("Brothers Mortgage") dated October 11, 2007, and recorded in the Office of the ROD for Florence County on October 12, 2007, in Mortgage Book B139 at Page 715, wherein and whereby said Defendant mortgaged to Plaintiff the real property ("Real Property") more fully described herein as follows:

PARCEL A:

ALL that certain piece, parcel or tract of land, situate, lying and being in the City of Florence, County of Florence, State of South Carolina, being shown on

a plat prepared for West Evans-Florence Venture by A&S of Columbia, Inc., dated October 6, 1995, recorded in Plat Book __ at page __, in the Office of the Clerk of Court for Florence County, South Carolina, and according to said plat having the following metes and bounds, to wit:

Beginning at an iron pin along the eastern boundary of the right of way of North Cashua Drive at its intersection with the right-of-way of West Evans Street and running N19-57-40E along the right of way of North Cashua Drive for a distance of 357.85 feet to an iron; then turning and running S88-39-55E along property now or formerly of Daniel W. Tyler et al., for a distance of 328.45 feet to an iron; then turning and running S01-21-40W along said property for a distance of 190.01 feet to an iron; then turning and running N88-36-05W along property now or formerly of Jane R. Lingle and Elizabeth W. Lingle and along property now or formerly of Southern National Bank of S.C. for a distance of 163.93 feet to an iron; then turning and running S19-58-40W along property now or formerly of Southern National Bank of S.C. for a distance of 207.60 feet to an iron; then turning and running N88-37-45W along the right of way of West Evans Street for a distance of 178.42 feet to an iron; then turning and running N34-19-25W for a distance of 58.23 feet to an iron at the point of beginning, be all measurements a little more or less.

PARCEL B:

A permanent, non-exclusive easement appurtenant to the property described as Parcel A above, for the purposes of ingress and egress over and across the property denoted on the aforementioned plat as "Easement No.1", contained in instrument recorded in Book A315, page 513, aforesaid records, and more particularly described as follows:

Beginning at an iron located on the eastern edge of the right-of-way of North Cashua Drive, said iron being approximately 357.85 feet north of its point of intersection with the right-of-way of West Evans Street, then turning North 19 degrees 57 minutes 40 seconds East, for a distance of 27.44 feet to a point; then turning and running South 88 degrees 39 minutes 55 seconds East, for a distance of 319.80 feet to a point; then turning and running South 01 degrees 21 minutes 40 seconds West for a distance of 26.00 feet to a hole in concrete curb; then turning and running North 88 degrees 39 minutes 55 seconds West for a distance of 328.45 feet to the point of beginning, be all measurements a little more or less.

PARCEL C:

A permanent, non-exclusive easement appurtenant to the property described as Parcel A above, for the purposes of ingress and egress over and across the

property denoted on the aforementioned plat as "Easement No. 3" contained in instrument recorded in Book A315, page 513, aforesaid records, and more particularly described as follows:

Beginning at an iron located on the northern edge of the right-of-way of West Evans Street, said iron being approximately 178.42 feet east of its point of intersection with the right-of-way of North Cashua Drive, then running North 19 degrees 58 minutes 40 seconds East, for a distance of 207.60 feet to an iron; then turning and running South 88 degrees 36 minutes 05 seconds East, for a distance of 15.83 feet to a point, then turning and running South 19 degrees 58 minutes 40 seconds West, for a distance of 207.60 feet to a point, then turning and running North 88 degrees 37 minutes 45 seconds West, for a distance of 15.83 feet to the point of beginning, be all measurements a little more or less.

PARCEL D:

A permanent, non-exclusive easement appurtenant to the property described as Parcel A above, as shown on plat entitled "Final As-Built Survey for West Evans-Florence Venture, a Partnership", prepared by Ervin Engineering Company, Inc., recorded in the Office of the Clerk of Court for Florence County, South Carolina in Plat Book 42, page 445, for the purposes of installation, operation and maintenance of an underground sanitary sewer line, in accordance with the terms and conditions of the instrument creating the easement, the same being that certain Easement among Daniel W. Tyler, Jack S. Tyler, Jr., Peggy T. Broach, Marjorie W. Tyler as Trustee under the Family Trust created under the Will of Walter D. Tyler, Jr., and West Evans-Florence Venture, recorded in Book A451, page 1945, aforesaid records.

This is the same property conveyed to The Brothers of NC, LLC, by deed of conveyance of Edens & Avant Properties Limited Partnership dated November 11, 2002, and recorded November 12, 2002, in Book A706, page 1565, in the office of the RMC for Florence County. Subsequent to this conveyance, The Brothers of NC, LLC merged with The Brothers of SC, LLC as evidenced by the Articles of Merger filed on November 26, 2007 in Book B148 at Page 1791, in the office of the RMC for Florence County.

TMS No. 90024-02-006

A copy of said Brothers Mortgage is attached hereto as Exhibit B and incorporated herein by reference.

20. On or about January 26, 2009, the Defendant The Brothers of SC, LLC executed a Modification Agreement Supplement, recorded January 30, 2009 in Book B227 at Page 970, in which the Brothers Mortgage was amended to secure additional indebtedness and obligations as follows:

- a) Note executed by Deborah Rice-Marko, dated January 11, 2007, in the amount of \$6,500,000.00.
- b) Note executed by ROA, LLC dated June 24, 2005, in the amount of \$1,763,000.00.
- c) Note executed by ROA, LLC dated November 9, 2007, in the amount of \$3,920,000.00.
- d) Note executed by USS Clarksville, LLC dated June 24, 2005 in the amount of \$550,400.00.
- e) Note executed by Liberty Cottages, LLC dated March 22, 2007 in the amount of \$2,500,000.00.
- f) Note executed by Royal Beach Properties, LLC dated May 19, 2000 in the amount of \$2,500,000.00.

A copy of said Modification Agreement Supplement is attached hereto as Exhibit C and incorporated herein by reference.

21. On our about January 26, 2009, the Defendant The Brothers of SC, LLC executed a Modification Agreement, in which Brothers Note #2 was modified to be secured by additional mortgages:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County.
- b) Assignment of Leases, Rents and Profits, executed by ROA, LLC, recorded November 14, 2007 in Book B644 at Page 505 in the Office of the RMC for Charleston County.
- c) Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County.
- d) Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County.

- e) Assignment of Leases, Rents and Profits, executed by Liberty Cottages Land, LLC, recorded March 20, 2008 in Book N654 at Page 045 in the Office of the RMC for Charleston County.

A copy of said Modification Agreement is attached hereto as Exhibit D and incorporated herein by reference.

22. Brothers Note #2 was thereafter amended by the parties pursuant to that Amended and Restated Promissory Note dated July 15, 2011, in the amount of Four Million Nine Hundred Thousand and 00/100 (\$4,900,000.00) Dollars ("Brothers Amended Note #2"). Brothers Amended Note #2 added the following mortgages as security for Brothers Note #2:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County.
- b) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Florence County.

A true and correct copy of the Brothers Amended Note #2 is attached hereto as Exhibit E and incorporated herein by reference. The Brothers Note #2 and Brothers Amended Note #2 are collectively referred to as the "Brothers Note #2."

23. On or about July 15, 2011, the Defendant The Brothers of SC, LLC executed a Modification of Mortgage, recorded on July 26, 2011 in Book B361 at Page 466, in which the Brothers Mortgage was amended to increase the principal sum secured by the Mortgage to Twenty-Five Million and 00/100 (\$25,000,000) Dollars and secure additional indebtedness and obligations as follows:

- a) Amended and Restated Promissory Note made by Deborah Rice-Marko in favor of Mortgagor dated July 15, 2011, in the principal amount of \$1,595,983.91

- b) Amended and Restated Promissory note made by GW Dorchester, LLC dated July 15, 2011, in the principal amount of \$2,327,500.00
- c) Amended and Restated Promissory note made by USS Clarksville, LLC dated July 15, 2011, in the principal amount of \$430,324.41
- d) Amended and Restated Promissory Note made by Liberty Cottages Land, LLC dated July 15, 2011, in the principal amount of \$1,271,220.00
- e) Amended and Restated Promissory Note made by ROA, LLC dated July 15, 2011, in the principal amount of \$1,294,197.25
- f) Amended and Restated Promissory Note made by ROA, LLC dated July 15, 2011, in the principal amount of \$3,396,459.83
- g) Amended and Restated Promissory Note made by The Brothers of SC, LLC dated July 15, 2011, in the principal amount of \$1,087,495.68
- h) Amended and Restated Promissory Note made by Royal Beach Properties, LLC dated July 15, 2011, in the principal amount of \$3,262,500.00.

A copy of said Modification of Mortgage is attached hereto as Exhibit F and incorporated herein by reference. As security for these notes, these borrowers executed various mortgages recorded in Charleston and Dorchester Counties. These mortgages are the subject of related foreclosure actions and filed contemporaneously herewith.

24. In order to further perfect its security interest in certain of the fixtures and proceeds located upon the Real Property, RBC Bank (USA) also recorded a UCC Financing Statement with the South Carolina Secretary of State as Document Number 110721-1545378 filed on July 21, 2011. The Plaintiff also filed this UCC Financing Statement in the Florence County Register of Deeds Office on July 22, 2011 in Book B360 at page 1491. A copy of said UCC is attached hereto as Exhibit G and incorporated herein by reference.

25. In order to secure payment of the above referred to Brothers Mortgage, The Brothers of SC, LLC executed and delivered to RBC Bank (USA) that certain Assignment of Leases, Rents and Profits ("Assignment") dated July 15, 2011, and recorded in the Office of the ROD for Florence County on July 29, 2011 in Book

B361 at Page 1461, wherein and whereby said Defendant assigned to Plaintiff the leases and rents as to the Real Property. A copy of said Assignment is attached hereto as Exhibit H and incorporated herein by reference.

26. The Plaintiff reserves all rights to all other collateral that secures the Brothers Note #2.

27. Subsequent to the signing of the Brothers Note #2 and Brothers Mortgage, RBC Centura Bank changed its name to RBC Bank (USA). On or about March 3, 2012, RBC Bank (USA) merged with PNC Bank, National Association. The Plaintiff is the owner and holder of the Brothers Note #2 and Brothers Mortgage it is seeking to foreclose.

28. The Defendant has defaulted in the payment of the Brothers Note #2 and Brothers Mortgage given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due under said documents, and all interest due thereon. Said Brothers Note #2 and Brothers Mortgage are therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

29. The Brothers Mortgage is a valid first lien on Real Property.

30. There is due and unpaid on the Brothers Note #2 and Brothers Mortgage as of April 8, 2013, the principal sum of Four Million Seven Hundred Eighty-Five Thousand Six Hundred Twenty and 00/100 (\$4,785,620.00) Dollars, plus interest in the amount of Six Hundred Ten Thousand Four Hundred Sixty and 33/100 (\$610,460.33) Dollars and late fees in the amount of Three Thousand Six Hundred Seventy-Six and 50/100 (\$3,676.50) Dollars. Demand has been made upon the Defendant The Brothers of SC, LLC to pay said amounts but said Defendant has

refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Five Million Three Hundred Ninety-Nine Thousand Seven Hundred Fifty-Six and 83/100 (\$5,399,756.83) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Brothers Note #2 and Brothers Mortgage.

31. Plaintiff hereby expressly seeks a judgment against the Defendant pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under Brothers Note #2 in the amount of Five Million Three Hundred Ninety-Nine Thousand Seven Hundred Fifty-Six and 83/100 (\$5,399,756.83) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Brothers Note #2 and Brothers Mortgage.

32. The Plaintiff also hereby expressly seeks the foreclosure and sale of the Real Property pursuant to S.C. Code Ann. § 29-3-650. The judgment entered against the parties shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

FOR A SECOND CAUSE OF ACTION

(Judgment on Guaranty – Continuing Guaranty Agreement)

33. Each and every allegation in the above-numbered paragraphs is repeated herein as if stated verbatim.

34. In consideration of the above referenced Brothers Note #2, the Defendant, John E. Marko, Jr., executed an Unconditional Guaranty Agreement ("Brothers Note #2 Guaranty 1") dated October 11, 2007 whereby he individually,

jointly and severally, absolutely and unconditionally guaranteed the payment of the Brothers Note #2 to Plaintiff and all extensions and renewals thereof. A true and correct copy of Brothers Note #2 Guaranty 1 is attached hereto as Exhibit I and is incorporated herein by reference.

35. In consideration of the above referenced Brothers Note #2, the Defendant, Evan R. Marko, executed an Unconditional Guaranty Agreement ("Brothers Note #2 Guaranty 2") dated October 11, 2007 whereby he individually, jointly and severally, absolutely and unconditionally guaranteed the payment of Brothers Note #2 to Plaintiff and all extensions and renewals thereof. A true and correct copy of Brothers Note #2 Guaranty 2 is attached hereto as Exhibit J and is incorporated herein by reference.

36. In consideration of the above referenced Brothers Note #2, the Defendants, Evan R. Marko and John E. Marko, Jr. executed a Continuing Guaranty Agreement dated July 15, 2011, whereby each individually, jointly and severally, absolutely and unconditionally guaranteed the payment of Brothers Note #2 to Plaintiff and all extensions and renewals thereof. A true and correct copy of the Continuing Guaranty Agreement is attached hereto as Exhibit K and is incorporated herein by reference.

37. As further consideration for Brothers Note #2, Defendants, John E. Marko, Jr. and Evan R. Marko, agreed to pay all costs of collection, including reasonable attorney's fees.

38. Plaintiff has declared the entire balance of Brothers Note #2 and Continuing Guaranty Agreement due and payable and hereby demands payment of the

same, but Defendants have refused to pay, and therefore are in default under the terms of the Continuing Guaranty Agreement.

39. There is due and unpaid on Brothers Note #2 and Continuing Guaranty Agreement, as of April 8, 2013, the principal sum of Four Million Seven Hundred Eighty-Five Thousand Six Hundred Twenty and 00/100 (\$4,785,620.00) Dollars, plus interest in the amount of Six Hundred Ten Thousand Four Hundred Sixty and 33/100 (\$610,460.33) Dollars and late fees in the amount of Three Thousand Six Hundred Seventy-Six and 50/100 (\$3,676.50) Dollars. Demand has been made upon Defendants Evan R. Marko and John E. Marko, Jr. to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Five Million Three Hundred Ninety-Nine Thousand Seven Hundred Fifty-Six and 83/100 (\$5,399,756.83) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to Brothers Note #2.

40. Plaintiff hereby expressly seeks a judgment against the Defendants Evan R. Marko and John E. Marko, Jr. pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Note and Continuing Guaranty Agreement in the amount of Five Million Three Hundred Ninety-Nine Thousand Seven Hundred Fifty-Six and 83/100 (\$5,399,756.83) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action. The judgment entered against Defendant shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendant after crediting the bid.

FOR A THIRD CAUSE OF ACTION
**(Foreclosure of Property and Judgment as to the Borrower –
DRM Line of Credit Note)**

41. Each and every allegation in the above-numbered paragraphs is repeated and incorporated herein as if stated verbatim.

42. On or about January 13, 2005, the Borrower, Deborah Rice-Marko, for consideration, executed in favor of RBC Centura Bank a promissory note in the total amount of Five Million and 00/100 (\$5,000,000.00) Dollars ("DRM Line of Credit Note"), with interest and payments as stated in said DRM Line of Credit Note. A copy of said DRM Line of Credit Note is attached hereto and incorporated herein as Exhibit L.

43. Simultaneously with the execution of the above-referred to DRM Line of Credit Note, and in order to secure the payment thereof, the Defendant, Deborah Rice-Marko, executed and delivered to RBC Centura Bank that certain Commercial Pledge Agreement dated January 13, 2005.

44. On or about January 26, 2009, the Defendant Deborah Rice-Marko executed a Modification Agreement, in which the Commercial Pledge Agreement was deleted as security for the loan and the following mortgages amended to secure the DRM Line of Credit Note:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the Clerk of Court for Florence County.
- b) Assignment of Leases, Rents and Profits, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 738 in the Office of the Clerk of Court for Florence County.

- c) Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County.
- d) Assignment of Leases, Rents and Profits, executed by Liberty Cottages Land, LLC, recorded March 20, 2008 in Book N654 at Page 045 in the Office of the RMC for Charleston County.
- e) Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County.
- f) Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County.
- g) Assignment of Leases, Rents and Profits, executed by ROA, LLC, recorded November 14, 2007 in Book B644 at Page 505 in the Office of the RMC for Charleston County.

A copy of said Modification Agreement is attached hereto as Exhibit M and incorporated herein by reference.

16. The DRM Line of Credit Note was thereafter amended by the parties pursuant to that Amended and Restated Promissory Note dated July 15, 2011, in the amount of One Million Five Hundred Ninety-Five Thousand Nine Hundred Eighty-Three and 91/100 (\$1,595,983.91) Dollars ("DRM Amended Note"). The DRM Amended Note added the following mortgages as security for the DRM Line of Credit Note:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County.
- b) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Florence County.

- c) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the ROD for Florence County.

A true and correct copy of the DRM Amended Note is attached hereto as Exhibit N and incorporated herein by reference. The DRM Line of Credit Note and DRM Amended Note are collectively referred to as the "DRM Line of Credit Note."

17. The Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the ROD for Florence County, is to be foreclosed herein as set forth in the First Cause of Action. The other mortgages securing the DRM Line of Credit Note are the subject of related foreclosure actions filed contemporaneously herewith in Charleston and Dorchester Counties.

45. The Defendant Deborah Rice-Marko has defaulted in the payment of the DRM Line of Credit Note given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due under said document, and all interest due thereon. Said DRM Line of Credit Note is therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

46. There is due and unpaid on the DRM Line of Credit Note, as of April 8, 2013, the principal sum of One Million Five Hundred Forty-Five Thousand Seven Hundred Forty-Eight and 91/100 (\$1,545,748.91) Dollars, plus interest in the amount of Two Hundred Twenty-Seven Thousand Four Hundred Forty-Six and 03/100 (\$227,446.03) Dollars and late fees in the amount of Twelve Thousand Two Hundred Ninety-Three and 29/100 (\$12,293.29) Dollars. Demand has been made upon Defendant Deborah Rice-Marko to pay said amounts but said Defendant has refused to

pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of One Million Seven Hundred Eighty-Five Thousand Four Hundred Eighty-Eight and 23/100 (\$1,785,488.23) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the DRM Line of Credit Note.

47. Plaintiff hereby expressly seeks a judgment against the Defendant Deborah Rice-Marko pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the DRM Line of Credit Note in the amount of One Million Seven Hundred Eighty-Five Thousand Four Hundred Eighty-Eight and 23/100 (\$1,785,488.23) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the DRM Line of Credit Note.

48. The Plaintiff also hereby expressly seeks the foreclosure and sale of Real Property pursuant to S.C. Code Ann. § 29-3-650. The judgment entered against the parties shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

FOR A FOURTH CAUSE OF ACTION
(Judgment on Guaranty – Continuing Guaranty Agreement)

49. Each and every allegation in the above-numbered paragraphs is repeated and incorporated herein as if stated verbatim.

50. In consideration for the above referenced DRM Line of Credit Note, Deborah Rice-Marko executed in favor of Plaintiff a Continuing Guaranty Agreement whereby she individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the DRM Line of Credit Note to Plaintiff and all extensions and renewals thereof. A copy of said Continuing Guaranty Agreement is previously attached hereto as Exhibit K.

51. As further consideration for the DRM Line of Credit Note, Defendant Deborah Rice-Marko agreed to pay all costs of collection, including reasonable attorney's fees.

52. Plaintiff has declared the entire balance of the DRM Line of Credit Note and Continuing Guaranty Agreement due and payable and hereby demands payment of the same, but Defendant Deborah Rice-Marko has refused to pay, and therefore is in default under the terms of the Continuing Guaranty Agreement.

53. There is due and unpaid on the DRM Line of Credit Note and Continuing Guaranty Agreement, as of April 8, 2013, the principal sum of One Million Five Hundred Forty-Five Thousand Seven Hundred Forty-Eight and 91/100 (\$1,545,748.91) Dollars, plus interest in the amount of Two Hundred Twenty-Seven Thousand Four Hundred Forty-Six and 03/100 (\$227,446.03) Dollars and late fees in the amount of Twelve Thousand Two Hundred Ninety-Three and 29/100 (\$12,293.29) Dollars. Demand has been made upon Defendant Deborah Rice-Marko to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of One Million Seven Hundred Eighty-Five Thousand Four Hundred Eighty-Eight and 23/100

(\$1,785,488.23) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the DRM Line of Credit Note.

54. Plaintiff hereby expressly seeks a judgment against the Defendant Deborah Rice-Marko pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the DRM Line of Credit Note and Continuing Guaranty Agreement in the amount of One Million Seven Hundred Eighty-Five Thousand Four Hundred Eighty-Eight and 23/100 (\$1,785,488.23) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action. The judgment entered against Defendant shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendant after crediting the bid.

FOR A FIFTH CAUSE OF ACTION
(Foreclosure of Property and Judgment as to the Borrower – Clarksville Note)

55. Each and every allegation in the above-numbered paragraphs is repeated and incorporated herein as if stated verbatim.

56. On or about January 24, 2005, the Deborah Rice-Marko for value received, executed and delivered to RBC Centura Bank a promissory note in the principal sum of Five Hundred Fifty Thousand Four Hundred and 00/100 (\$550,400.00) Dollars, with interest thereon, the terms of which note are more fully explained by reference thereto ("Clarksville Note"). A copy of said Clarksville Note is attached hereto as Exhibit O and incorporated herein by reference.

57. On or about March 22, 2007, the Defendant Deborah Rice-Marko executed an Assignment and Assumption Agreement, recorded in the Office of the RMC for Charleston County on March 23, 2007 in Book R619 at Page 503, in which USS Clarksville, LLC assumed the Clarksville Note and all subsequent modifications. The terms of the Assignment and Assumption Agreement are more fully explained by reference thereto. A copy of said Assignment and Assumption Agreement is attached here to as Exhibit P and incorporated herein by reference.

58. The loan was thereafter modified by that certain Modification Agreement dated February 25, 2008 wherein that certain Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded on March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County, and Assignment of Leases, Rents and Profits, executed by Liberty Cottages Land, LLC, recorded on March 20, 2008 in Book N654 at Page 045 in the Office of the RMC for Charleston County, were added as security for the Clarksville Note. A copy of said Modification Agreement is attached hereto as Exhibit Q and incorporated herein by reference.

59. On our about January 26, 2009, the Defendant USS Clarksville, LLC executed a Modification Agreement, in which the Clarksville Note was modified to be secured by additional mortgages:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the Clerk of Court for Florence County.
- b) Assignment of Leases, Rents and Profits, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 738 in the Office of the Clerk of Court for Florence County.

- c) Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County.
- d) Assignment of Leases, Rents and Profits, executed by ROA, LLC, recorded November 14, 2007 in Book B644 at Page 505 in the Office of the RMC for Charleston County.
- e) Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County.

A copy of said Modification Agreement is attached hereto as Exhibit R and incorporated herein by reference.

18. The Clarksville Note was thereafter amended by the parties pursuant to that Amended and Restated Promissory Note dated July 15, 2011 ("Clarksville Amended Note") in the amount of Four Hundred Thirty Thousand Three Hundred Twenty-Four and 41/100 (\$430,324.41) Dollars. The Clarksville Amended Note added the following mortgages as security for the Clarksville Note:

- d) Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County.
- e) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Florence County.

A true and correct copy of the Clarksville Amended Note is attached hereto as Exhibit S and incorporated herein by reference. Clarksville Note and Clarksville Amended Note are collectively referred to as "Clarksville Note."

60. The Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the ROD for Florence County, is to be foreclosed herein as

set forth in the First Cause of Action. The other mortgages securing the Clarksville Note are the subject of related foreclosure actions filed contemporaneously herewith in Charleston and Dorchester Counties.

61. The Defendant USS Clarksville, LLC has defaulted in the payment of the Clarksville Note given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due under said documents, and all interest due thereon. Said Clarksville Note is therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

62. There is due and unpaid on the Clarksville Note, as of April 8, 2013, the principal sum of Three Hundred Sixty-Eight Thousand Eighty-Four and 41/100 (\$368,084.41) Dollars, plus interest in the amount of Fifty-Seven Thousand One Hundred Twenty-Three and 31/100 (\$57,123.31) Dollars and late fees in the amount of Three Thousand One Hundred Seven and 64/100 (\$3,107.64) Dollars. Demand has been made upon the Defendant USS Clarksville, LLC to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Four Hundred Twenty-Eight Thousand Three Hundred Fifteen and 36/100 (\$428,315.36) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Clarksville Note.

63. Plaintiff hereby expressly seeks a judgment against the Defendant USS Clarksville, LLC pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under Clarksville Note in the amount of Four Hundred Twenty-Eight Thousand Three Hundred Fifteen and 36/100 (\$428,315.36) Dollars, plus interest thereon, plus

reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Clarksville Note.

64. The Plaintiff also hereby expressly seeks the foreclosure and sale of the Real Property pursuant to S.C. Code Ann. § 29-3-650. The judgment entered against the parties shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

FOR A SIXTH CAUSE OF ACTION
(Judgment on Guaranty – Continuing Guaranty Agreement)

65. Each and every allegation in the above-numbered paragraphs is repeated herein as if stated verbatim.

66. In consideration of the above referenced Clarksville Note, the Defendant, Deborah Rice-Marko, executed a Unconditional Guaranty of Payment ("Clarksville Guaranty 1") dated March 22, 2007 whereby she individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the Clarksville Note to Plaintiff and all extensions and renewals thereof. A true and correct copy of the Clarksville Guaranty 1 is attached hereto as Exhibit T and is incorporated herein by reference.

67. In consideration of the above referenced Clarksville Note, the Defendant, Deborah Rice-Marko executed a Continuing Guaranty Agreement dated July 15, 2011, whereby she individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the Clarksville Note to Plaintiff and all

extensions and renewals thereof. A true and correct copy of the Continuing Guaranty Agreement is previously attached hereto as Exhibit K.

68. As further consideration for the Clarksville Note, Defendant, Deborah Rice-Marko agreed to pay all costs of collection, including reasonable attorney's fees.

69. Plaintiff has declared the entire balance of the Clarksville Note and Unconditional Guaranty Agreement due and payable and hereby demands payment of the same, but Defendant, Deborah Rice-Marko, has refused to pay, and therefore is in default under the terms of the Unconditional Guaranty Agreement.

70. There is due and unpaid on Clarksville Note and Unconditional Guaranty Agreement, as of April 8, 2013, the principal sum of Three Hundred Sixty-Eight Thousand Eighty-Four and 41/100 (\$368,084.41) Dollars, plus interest in the amount of Fifty-Seven Thousand One Hundred Twenty-Three and 31/100 (\$57,123.31) Dollars and late fees in the amount of Three Thousand One Hundred Seven and 64/100 (\$3,107.64) Dollars. Demand has been made upon Defendant Deborah Rice-Marko to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Four Hundred Twenty-Eight Thousand Three Hundred Fifteen and 36/100 (\$428,315.36) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Clarksville Note.

71. Plaintiff hereby expressly seeks a judgment against the Defendant Deborah Rice-Marko pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Clarksville Note and Continuing Guaranty Agreement in the amount of Four

Hundred Twenty-Eight Thousand Three Hundred Fifteen and 36/100 (\$428,315.36) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action. The judgment entered against Defendant shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendant after crediting the bid.

FOR A SEVENTH CAUSE OF ACTION
(Foreclosure of Property and Judgment as to the Borrower – Cottages Note)

72. Each and every allegation in the above-numbered paragraphs is repeated and incorporated herein as if stated verbatim.

73. On or about March 22, 2007, the Defendant Liberty Cottages, LLC for value received, executed and delivered to RBC Centura Bank, a promissory note in the principal sum of Two Million, Five Hundred Thousand and no/100 (\$2,500,000.00) Dollars, with interest thereon, the terms of which note are more fully explained by reference thereto (the "Cottages Note"). A copy of said Cottages Note is attached hereto as Exhibit U and incorporated herein by reference.

74. The Cottages Note is secured by that certain Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded on March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County, and Assignment of Leases, Rents and Profits, executed by Liberty Cottages Land, LLC, recorded on March 20, 2008 in Book N654 at Page 045 in the Office of the RMC for Charleston County.

75. On our about January 26, 2009, the Defendant Liberty Cottages, LLC executed a Modification Agreement, in which the Cottages Note was modified to be secured by additional mortgages:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the Clerk of Court for Florence County.
- b) Assignment of Leases, Rents and Profits, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 738 in the Office of the Clerk of Court for Florence County.
- c) Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County.
- d) Assignment of Leases, Rents and Profits, executed by ROA, LLC, recorded November 14, 2007 in Book B644 at Page 505 in the Office of the RMC for Charleston County.
- e) Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County.

A copy of said Modification Agreement is attached hereto as Exhibit V and incorporated herein by reference.

76. The Cottages Note was thereafter amended by the parties pursuant to that Amended and Restated Promissory Note dated July 15, 2011 in the amount of One Million Two Hundred Seventy-One Thousand Two Hundred Twenty-Two and 00/100 (\$1,271,220.00) Dollars ("Cottages Amended Note"). The Cottages Amended Note added the following mortgages as security for the Cottages Note:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County.

- b) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Florence County.

A true and correct copy of the Cottages Amended Note is attached hereto as Exhibit W and incorporated herein by reference. The Cottages Note and Cottages Amended Note are collectively referred to as the "Cottages Note."

77. The Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the ROD for Florence County, is to be foreclosed herein as set forth in the First Cause of Action. The other mortgages securing the Cottages Note are the subject of related foreclosure actions filed contemporaneously herewith in Charleston and Dorchester Counties.

78. The Defendant Liberty Cottages, LLC has defaulted in the payment of the Cottages Note given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due under said documents, and all interest due thereon. Said Cottages Note is therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

79. There is due and unpaid on the Cottages Note as of April 8, 2013, the principal sum of One Million Two Hundred Thirty-Nine Thousand Four Hundred Twenty and 00/100 (\$1,239,420.00) Dollars, plus interest in the amount of One Hundred Eighty-One Thousand One Hundred Eighty-One and 45/100 (\$181,181.45) Dollars, and late fees in the amount of Four Hundred Twenty-Four and 00/100 (\$424.00) Dollars. Demand has been made upon the Defendant Liberty Cottages, LLC to pay said amounts but said Defendant has refused to pay the same, or any part

thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of One Million Four Hundred Twenty-One Thousand Twenty-Five and 45/100 (\$1,421,025.45) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Cottages Note.

80. Plaintiff hereby expressly seeks a judgment against the Defendant Liberty Cottages, LLC pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Cottages Note in the amount of One Million Four Hundred Twenty-One Thousand Twenty-Five and 45/100 (\$1,421,025.45) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Cottages Note.

81. The Plaintiff also hereby expressly seeks the foreclosure and sale of the Real Property pursuant to S.C. Code Ann. § 29-3-650. The judgment entered against the parties shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

FOR A EIGHTH CAUSE OF ACTION
(Judgment on Guaranty – Continuing Guaranty Agreement)

82. Each and every allegation in the above-numbered paragraphs is repeated herein as if stated verbatim.

83. In consideration of the above referenced Cottages Note, the Defendant, Deborah Rice-Marko, executed an Unconditional Guaranty Agreement

("Cottages Guaranty 1") dated March 22, 2007, whereby she individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the Cottages Note to Plaintiff and all extensions and renewals thereof. A true and correct copy of Cottages Guaranty 1 is attached hereto as Exhibit X and is incorporated herein by reference.

84. In consideration of the above referenced Cottages Note, the Defendant, Evan R. Marko, executed an Unconditional Guaranty Agreement ("Cottages Guaranty 2") dated March 22, 2007, whereby he individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the Cottages Note to Plaintiff and all extensions and renewals thereof. A true and correct copy of Cottages Guaranty 2 is attached hereto as Exhibit Y and is incorporated herein by reference.

85. In consideration of the above referenced Cottages Note, the Defendant, John E. Marko, Jr., executed an Unconditional Guaranty Agreement ("Cottages Guaranty 3") dated March 22, 2007, whereby he individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the Cottages Note to Plaintiff and all extensions and renewals thereof. A true and correct copy of Cottages Guaranty 3 is attached hereto as Exhibit Z and is incorporated herein by reference.

86. In consideration of the above referenced Cottages Note, the Defendants, Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr. executed a Continuing Guaranty Agreement dated July 15, 2011, whereby each individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the

Cottages Note to Plaintiff and all extensions and renewals thereof. A true and correct copy of the Continuing Guaranty Agreement is attached previously hereto as Exhibit K.

87. As further consideration for Cottages Note, Defendants, Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr. agreed to pay all costs of collection, including reasonable attorney's fees.

88. Plaintiff has declared the entire balance of the Cottages Note and Continuing Guaranty Agreement due and payable and hereby demands payment of the same, but Defendant has refused to pay, and therefore is in default under the terms of Continuing Guaranty Agreement.

89. There is due and unpaid on the Cottages Note and Continuing Guaranty Agreement, as of April 8, 2013, the principal sum of One Million Two Hundred Thirty-Nine Thousand Four Hundred Twenty and 00/100 (\$1,239,420.00) Dollars, plus interest in the amount of One Hundred Eighty-One Thousand One Hundred Eighty-One and 45/100 (\$181,181.45) Dollars, and late fees in the amount of Four Hundred Twenty-Four and 00/100 (\$424.00) Dollars. Demand has been made upon Defendants Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr. to pay said amounts but said Defendants have refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of One Million Four Hundred Twenty-One Thousand Twenty-Five and 45/100 (\$1,421,025.45) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Cottages Note.

90. Plaintiff hereby expressly seeks a judgment against the Defendants Deborah Rice-Marko, Evan R. Marko and John E. Marko, Jr. pursuant to S.C. Code

Ann. § 29-3-650 for the full amount due under the Cottages Note and Continuing Guaranty Agreement in the amount of One Million Four Hundred Twenty-One Thousand Twenty-Five and 45/100 (\$1,421,025.45) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action. The judgment entered against Defendants shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendant after crediting the bid.

FOR A NINTH CAUSE OF ACTION

(Foreclosure of Property and Judgment as to the Borrower - ROA Note #1)

91. Each of the allegations in the above numbered paragraphs are repeated and incorporated herein as if stated verbatim.

92. On or about January 24, 2005, the Defendant ROA, LLC for value received, executed and delivered to RBC Centura Bank a promissory note in the principal sum of One Million, Seven Hundred Sixty-Three Thousand and no/100 (\$1,763,000.00) Dollars, with interest thereon, the terms of which note are more fully explained by reference thereto ("ROA Note #1"). A copy of said ROA Note #1 is attached hereto as Exhibit AA and incorporated herein by reference.

93. ROA Note #1 is secured by that certain Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded on March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County, and Assignment of Leases, Rents and Profits, executed by Liberty Cottages

Land, LLC, recorded on March 20, 2008 in Book N654 at Page 045 in the Office of the RMC for Charleston County.

94. On or about January 26, 2009, the Defendant ROA, LLC executed a Modification Agreement, in which ROA Note #1 was modified to be secured by additional mortgages:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the Clerk of Court for Florence County.
- b) Assignment of Leases, Rents and Profits, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 738 in the Office of the Clerk of Court for Florence County.
- c) Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County.
- d) Assignment of Leases, Rents and Profits, executed by ROA, LLC, recorded November 14, 2007 in Book B644 at Page 505 in the Office of the RMC for Charleston County.
- e) Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County.

A copy of said Modification Agreement is attached hereto as Exhibit BB and incorporated herein by reference.

95. ROA Note #1 was thereafter amended by the parties pursuant to that Amended and Restated Promissory Note dated July 15, 2011 ("Amended ROA Note #1") in the amount of One Million Two Hundred Ninety-Four Thousand One Hundred Ninety-Seven and 25/100 (\$1,294,197.25). ROA Amended Note #1 added the following mortgages as security for ROA Note #1:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County.
- b) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Florence County.

A true and correct copy of the Amended ROA Note #1 is attached hereto as Exhibit CC and incorporated herein by reference. ROA Note #1 and Amended ROA Note #1 are collectively referred to as "ROA Note #1."

96. The Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the ROD for Florence County, is to be foreclosed herein as set forth in the First Cause of Action. The other mortgages securing ROA Note #1 are the subject of related foreclosure actions filed contemporaneously herewith in Charleston and Dorchester Counties.

97. The Defendant ROA, LLC has defaulted in the payment of ROA Note #1, given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due under said documents, and all interest due thereon. Said ROA Note #1 is therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

98. There is due and unpaid on ROA Note #1 as of April 8, 2013, the principal sum of One Million Two Hundred Fifty-Seven Thousand Four Hundred Seventy-Seven and 25/100 (\$1,257,477.25) Dollars, plus interest in the amount of One Hundred Eighty-Four Thousand Thirty and 84/100 (\$184,030.84) Dollars and late fees

in the amount of One Thousand One Hundred Seventy-Six and 16/100 (\$1,176.16) Dollars. Demand has been made upon the Defendant ROA, LLC to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of One Million Four Hundred Forty-Two Thousand Six Hundred Eighty-Four and 25/100 (\$1,442,684.25) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to ROA Note #1.

99. Plaintiff hereby expressly seeks a judgment against the Defendant ROA, LLC pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under ROA Note #1 in the amount of One Million Four Hundred Forty-Two Thousand Six Hundred Eighty-Four and 25/100 (\$1,442,684.25) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to ROA Note #1.

100. The Plaintiff also hereby expressly seeks the foreclosure and sale of Real Property pursuant to S.C. Code Ann. § 29-3-650. The judgment entered against the parties shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

FOR A TENTH CAUSE OF ACTION
(Judgment on Guaranty – Continuing Guaranty Agreement)

101. Each and every allegation in the above-numbered paragraphs is repeated herein as if stated verbatim.

102. In consideration of the above referenced ROA Note #1, the Defendant, Deborah G. Rice-Marko, executed a Unconditional Guaranty of Payment ("ROA Note #1 Guaranty 1") dated June 24, 2005 whereby she individually, jointly and severally, absolutely and unconditionally guaranteed the payment of ROA Note #1 to Plaintiff and all extensions and renewals thereof. A true and correct copy of ROA Note #1 Guaranty 1 is attached hereto as Exhibit DD and is incorporated herein by reference.

103. In consideration of the above referenced ROA Note #1, the Defendant, Liberty Cottages Land, LLC, executed a Unconditional Guaranty Agreement ("ROA Note #1 Guaranty 2") dated February 25, 2008 whereby it individually, jointly and severally, absolutely and unconditionally guaranteed the payment of ROA Note #1 to Plaintiff and all extensions and renewals thereof. A true and correct copy of ROA Note #1 Guaranty 2 is attached hereto as Exhibit EE and is incorporated herein by reference.

104. In consideration of the above referenced ROA Note #1, the Defendants, Deborah Rice-Marko and Liberty Cottages Land, LLC executed a Continuing Guaranty dated July 15, 2011, whereby each individually, jointly and severally, absolutely and unconditionally guaranteed the payment of ROA Note #1 to Plaintiff and all extensions and renewals thereof. A true and correct copy of the Continuing Guaranty Agreement is previously attached hereto as Exhibit K.

105. As further consideration for ROA Note #1, Defendants, Deborah Rice Marko and Liberty Cottages Land, LLC, agreed to pay all costs of collection, including reasonable attorney's fees.

106. Plaintiff has declared the entire balance of ROA Note #1 and Continuing Guaranty Agreement due and payable and hereby demands payment of the same, but Defendant, Deborah Rice-Marko and Liberty Cottages Land, LLC, has refused to pay, and therefore is in default under the terms of the Continuing Guaranty Agreement.

107. There is due and unpaid on ROA Note #1 and Continuing Guaranty Agreement, as of April 8, 2013, the principal sum of One Million Two Hundred Fifty-Seven Thousand Four Hundred Seventy-Seven and 25/100 (\$1,257,477.25) Dollars, plus interest in the amount of One Hundred Eighty-Four Thousand Thirty and 84/100 (\$184,030.84) Dollars and late fees in the amount of One Thousand One Hundred Seventy-Six and 16/100 (\$1,176.16) Dollars. Demand has been made upon Defendants Deborah Rice-Marko and Liberty Cottages Land, LLC to pay said amounts but said Defendants have refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of One Million Four Hundred Forty-Two Thousand Six Hundred Eighty-Four and 25/100 (\$1,442,684.25) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to ROA Note #1.

108. Plaintiff hereby expressly seeks a judgment against the Defendants Deborah Rice- Marko and Liberty Cottages Land, LLC pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under ROA Note #1 and Continuing Guaranty Agreement in the amount of One Million Four Hundred Forty-Two Thousand Six Hundred Eighty-Four and 25/100 (\$1,442,684.25) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action. The judgment

entered against Defendant Deborah Rice-Marko and Liberty Cottages Land, LLC shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendant after crediting the bid.

FOR AN ELEVENTH CAUSE OF ACTION
(Foreclosure of Property and Judgment as to the Borrower – ROA Note #2)

109. Each and every allegation in the above-numbered paragraphs is repeated and incorporated herein as if stated verbatim.

110. On or about November 9, 2007, the Defendant, ROA, LLC, for value received, executed and delivered to RBC Centura Bank a commercial promissory note in the principal sum of Three Million, Nine Hundred Twenty Thousand and no/100 (\$3,920,000.00) Dollars, with interest thereon, the terms of which note are more fully explained by reference thereto ("ROA Note #2"). A copy of said ROA Note #2 is attached hereto as Exhibit FF and incorporated herein by reference.

111. ROA Note #2 is secured by that certain Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded on November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County, and Assignment of Leases, Rents and Profits, executed by ROA, LLC, recorded on November 14, 2007 in Book B644 at Page 505 in the Office of the RMC for Charleston County.

112. On our about January 26, 2009, the Defendant ROA, LLC executed a Modification Agreement, in which ROA Note #2 was modified to be secured by additional mortgages:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the Clerk of Court for Florence County.
- b) Assignment of Leases, Rents and Profits, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 738 in the Office of the Clerk of Court for Florence County.
- c) Mortgage, Assignment of Rents and Security Agreement, executed by Liberty Cottages Land, LLC, recorded March 20, 2008 in Book L654 at Page 631 in the Office of the RMC for Charleston County.
- d) Assignment of Leases, Rents and Profits, executed by ROA, LLC, recorded March 20, 2008 in Book N654 at Page 045 in the Office of the RMC for Charleston County.
- e) Mortgage, executed by Deborah Rice-Marko, recorded May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County.

A copy of said Modification Agreement is attached hereto as Exhibit GG and incorporated herein by reference.

113. The ROA Note #2 was thereafter amended by the parties pursuant to that Amended and Restated Promissory Note dated July 15, 2011 ("ROA Amended Note #2") in the amount of Three Million Three Hundred Ninety-Six Thousand Four Hundred Fifty-Nine and 83/100 (\$3,396,459.83) Dollars. ROA Amended Note #2 added the following mortgages as security for ROA Note #2:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County.
- b) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Florence County.

A true and correct copy of the ROA Amended Note #2 is attached hereto as Exhibit HH and incorporated herein by reference. The ROA Note #2 and ROA Amended Note #2 are collectively referred to as the "ROA Note #2."

114. The Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the ROD for Florence County, is to be foreclosed herein as set forth in the First Cause of Action. The other mortgages securing ROA Note #2 are the subject of related foreclosure actions filed contemporaneously herewith in Charleston and Dorchester Counties.

115. The Defendant has defaulted in the payment of the ROA Note #2 given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due under said documents, and all interest due thereon. Said ROA Note #2 is therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

116. There is due and unpaid on the ROA Note #2 as of April 8, 2013, the principal sum of Three Million Two Hundred Ninety-Eight Thousand Eighty Hundred Seventy-Nine and 83/100 (\$3,298,879.83) Dollars, plus interest in the amount of Three Hundred Sixty-Eight Thousand Five Hundred Five and 15/100 (\$368,505.15) Dollars and late fees in the amount of Four Thousand Three Hundred Ninety-Four and 37/100 (\$4,394.37) Dollars. Demand has been made upon the Defendant ROA, LLC to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Three Million Six Hundred Seventy-One Thousand Seven Hundred Seventy-Nine and

35/100 (\$3,671,779.35) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to ROA Note #2.

117. Plaintiff hereby expressly seeks a judgment against the Defendant ROA, LLC pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under ROA Note #2 in the amount of Three Million Six Hundred Seventy-One Thousand Seven Hundred Seventy-Nine and 35/100 (\$3,671,779.35) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to ROA Note #2.

118. The Plaintiff also hereby expressly seeks the foreclosure and sale of Real Property pursuant to S.C. Code Ann. § 29-3-650. The judgment entered against the parties shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

FOR A TWELFTH CAUSE OF ACTION
(Judgment on Guaranty – Continuing Guaranty Agreement)

119. Each and every allegation in the above-numbered paragraphs is repeated herein as if stated verbatim

120. In consideration of the above referenced Note, the Defendant Deborah Rice-Marko executed an Unconditional Guaranty Agreement dated November 9, 2007 whereby he individually, jointly and severally, absolutely and unconditionally guaranteed the payment of ROA Note #2 to Plaintiff and all extensions and renewals

thereof. A true and correct copy of the Unconditional Guaranty Agreement is attached hereto as Exhibit II and is incorporated herein by reference.

121. In consideration of the above referenced Note, the Defendant, Deborah Rice-Marko executed a Continuing Guaranty Agreement dated July 15, 2011, whereby she individually, jointly and severally, absolutely and unconditionally guaranteed the payment of ROA Note #2 to Plaintiff and all extensions and renewals thereof. A true and correct copy of the Continuing Guaranty Agreement is previously attached hereto as Exhibit K.

122. As further consideration for ROA Note #2, Defendant Deborah Rice-Marko agreed to pay all costs of collection, including reasonable attorney's fees.

123. Plaintiff has declared the entire balance of ROA Note #2 and Continuing Guaranty Agreement due and payable and hereby demand payment of the same, but Defendant has refused to pay, and therefore is in default under the terms of the Continuing Guaranty Agreement.

124. There is due and unpaid on ROA Note #2 and Continuing Guaranty Agreement, as of April 8, 2013, the principal sum of Three Million Two Hundred Ninety-Eight Thousand Eighty Hundred Seventy-Nine and 83/100 (\$3,298,879.83) Dollars, plus interest in the amount of Three Hundred Sixty-Eight Thousand Five Hundred Five and 15/100 (\$368,505.15) Dollars and late fees in the amount of Four Thousand Three Hundred Ninety-Four and 37/100 (\$4,394.37) Dollars. Demand has been made upon the Defendant ROA, LLC to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Three Million Six

Hundred Seventy-One Thousand Seven Hundred Seventy-Nine and 35/100 (\$3,671,779.35) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to ROA Note #2.

125. Plaintiff hereby expressly seeks a judgment against the Defendant Deborah Rice-Marko pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under ROA Note #2 and the Continuing Guaranty Agreement in the amount of Three Million Six Hundred Seventy-One Thousand Seven Hundred Seventy-Nine and 35/100 (\$3,671,779.35) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action. The judgment entered against Defendant shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of the Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment as to Defendant after crediting the bid.

FOR A THIRTEENTH CAUSE OF ACTION
(Foreclosure of Property and Judgment as to the Borrower – Royal Note)

126. Each and every allegation in the above-numbered paragraphs is repeated herein as if stated verbatim.

127. On or about May 19, 2000, the Defendant Deborah Rice-Marko for value received, executed and delivered to Centura Bank a promissory note in the principal sum of Two Million, Five Hundred Thousand and no/100 (\$2,500,000.00) Dollars, with interest thereon, the terms of which note are more fully explained by reference thereto (the "Royal Note"). A copy of said Note is attached hereto as Exhibit JJ and incorporated herein by reference.

128. The Royal Note is secured by that certain Mortgage executed by Deborah Rice-Marko, recorded on May 23, 2000 in Book A348 at Page 632 in the Office of the RMC for Charleston County.

129. On or about August 26, 2008, the Defendant Deborah Rice-Marko executed an Assignment and Assumption Agreement, recorded in the RMC Office for Charleston County on September 4, 2008 in Book 0008 at Page 71, in which Royal Beach Properties, LLC assumed the Royal Note and all subsequent modifications. The terms of the Assignment and Assumption Agreement are more fully explained by reference thereto. A copy of said Assignment and Assumption Agreement is attached hereto as Exhibit KK and incorporated herein by reference.

130. The Note was thereafter amended by the parties pursuant to that Amended and Restated Promissory Note in the amount of Three Thousand Two Hundred Sixty-Two Thousand Five Hundred and 00/100 (\$3,262,500.00) Dollars, dated July 15, 2011 ("Royal Amended Note"). The Royal Amended Note added the following mortgages as security for the Royal Note:

- a) Mortgage, Assignment of Rents and Security Agreement, executed by GW Dorchester, LLC, recorded November 23, 2005 in Book 5046 at Page 49 in the Office of the ROD for Dorchester County.
- b) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded August 9, 2001 in Book 2778 at Page 676 in the Office of the ROD for Florence County.
- c) Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the Clerk of Court for Florence County.
- d) Mortgage, Assignment of Rents and Security Agreement, executed by ROA, LLC, recorded November 14, 2007 in Book A644 at Page 387 in the Office of the RMC for Charleston County.

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A true and correct copy of the Royal Amended Note is attached hereto as Exhibit LL and incorporated herein by reference. The Royal Note and Royal Amended Note are collectively referred to as the "Royal Note."

131. The Mortgage, Assignment of Rents and Security Agreement, executed by The Brothers of SC, LLC, recorded October 12, 2007 in Book B139 at Page 715 in the Office of the ROD for Florence County, is to be foreclosed herein as set forth in the First Cause of Action. The other mortgages securing the Royal Note are the subject of related foreclosure actions filed contemporaneously herewith in Charleston and Dorchester Counties.

132. The Defendant Royal Beach Properties, LLC has defaulted in the payment of the Royal Note given to Plaintiff by failing to pay Plaintiff, on demand, the principal and interest due under said documents, and all interest due thereon. Said Royal Note is therefore in default and Plaintiff has declared the entire balance of principal and interest to be immediately due and payable.

133. There is due and unpaid on the Royal Note as of April 8, 2013, the principal sum of Three Million One Hundred Seventy Thousand Twenty and 00/100 (\$3,170,020.00) Dollars, plus interest in the amount of Four Hundred Seventy-Five Thousand Twenty-Eight and 25/100 (\$475,028.25) Dollars and late fees in the amount of Two Thousand Nine Hundred Sixty-Three and 91/100 (\$2,963.91) Dollars. Demand has been made upon the Defendant Royal Beach Properties, LLC to pay said amounts but said Defendant has refused to pay the same, or any part thereof, and said refusal is continuing, all to Plaintiff's injury and damage in the sum of Three Million Six

Hundred Forty-Eight Thousand Twelve and 16/100 (\$3,648,012.16) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Royal Note.

134. Plaintiff hereby expressly seeks a judgment against the Defendant Royal Beach Properties, LLC pursuant to S.C. Code Ann. § 29-3-650 for the full amount due under the Note in the amount of Three Million Six Hundred Forty-Eight Thousand Twelve and 16/100 (\$3,648,012.16) Dollars, plus interest thereon, plus reasonable attorney's fees and the costs and expenses of this action, plus all other amounts due pursuant to the Royal Note.

135. The Plaintiff also hereby expressly seeks the foreclosure and sale of Real Property pursuant to S.C. Code Ann. § 29-3-650. The judgment entered against the parties shall be credited by the amount of the high bid entered at any subsequent foreclosure sale of Real Property, as provided in the statute. Plaintiff reserves the right to any deficiency judgment against said Defendant after crediting the bid.

FOR A FOURTEENTH CAUSE OF ACTION
(Judgment on Guaranty - Continuing Guaranty Agreement)

136. Each and every allegation in the above-numbered paragraphs is repeated herein as if stated verbatim.

137. In consideration of the above referenced Royal Note, the Defendant, Deborah Rice-Marko, executed an Unconditional Guaranty Agreement dated August 26, 2008, whereby he individually, jointly and severally, absolutely and unconditionally guaranteed the payment of the Royal Note to Plaintiff and all extensions