

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

W. Jeffrey Young, Circuit Court Judge

Case No. 2011-CP-22-01330

Appellate Case No. 2013-000384

Branch Banking and Trust
Company,

Respondent,

v.

P. Jason Luquire

Appellant.

RECORD ON APPEAL

James Derrick Jackson
Tobias G. Ward, Jr.
Tobias G. Ward, Jr. PA
Post Office Box 6138
Columbia, South Carolina 29260
(803) 708-4200
tw@tobywardlaw.com
Attorney for Appellant

Clay Robinson, Esquire
Robinson, McFadden & Moore, P.C.
P.O. Box 944
Columbia, SC 29202
(803) 779-8900
clay@robinsonlaw.com
Attorney for Respondent

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SC Court of Appeals

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STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

)
) IN THE COURT OF COMMON PLEAS
)

Branch Banking and Trust Company,

Case No.: 2011-CP-22-01330

Plaintiff,

v.

ORDER

P. Jason Luquire,

Defendant.

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ALMA Y. WHITE
CLERK OF COURT

This matter came before the Court for trial on November 28, 2012. Appearing as counsel for Plaintiff Branch Banking and Trust Company ("BB&T") was Clay Robinson. Appearing as counsel for Defendant P. Jason Luquire ("Luquire") was Tobias G. Ward, Jr.

This case arises from BB&T's effort to obtain a judgment against Luquire as a personal guarantor of a commercial loan. On behalf of Indigo Limited, LLC, Luquire, its sole member, executed a promissory note in 2007 in the amount of \$250,000 in favor of BB&T. (Plaintiff's Exhibit 1) Luquire executed a personal guaranty agreement (Plaintiff's Exhibit 2) and a mortgage on unimproved Lot 207 in the Georgetown County development Cravens Grant. During the one year term of the note, Luquire made, or caused to be made, the monthly installment interest payments due.

BB&T modified the promissory note on September 22, 2008, to extend the maturity of the note another twelve months. The borrower's name on the modification is "Indigo Ltd, LLC." (Plaintiff's Exhibit 3) Luquire executed the loan modification documents as the sole member of Indigo Ltd., LLC. Luquire executed another personal

guaranty on behalf of Indigo Ltd., LLC. (Plaintiff's Exhibit 4) Luquire made, or caused to be made, the required interest payments during the extended period.

BB&T and Indigo Ltd., LLC modified the promissory note again on October 13, 2009, to extend maturity until January 13, 2010. (Plaintiff's Exhibit 5) Again, Luquire made, or caused to be made, the required interest payments during the extended period.

Indigo Ltd., LLC defaulted on the promissory note at its maturity in 2010. BB&T commenced a foreclosure proceeding against only Indigo Limited, LLC. Luquire concedes that he received notice of the foreclosure action. He retained counsel to defend the action, but chose not to file an Answer.

Default judgment was ordered. Lot 207 was sold at an auction. BB&T obtained a deficiency judgment (2010-CP-22-0952) against Indigo Limited, LLC in the amount of \$231,665.27. (Plaintiff's Exhibit 6) Luquire made no further payments to BB&T on behalf of Indigo Ltd., LLC.

BB&T's Amended Complaint asserts the following claims:

- (1) breach of the guaranty agreement pertaining to Indigo Limited, LLC's note (Plaintiff's Exhibit 2);
- (2) promissory estoppel that Indigo Limited, LLC and Indigo Ltd., LLC were the same entity;
- (3) equitable estoppel barring Luquire from now contending that his guaranty was void based on the nonexistence of Indigo Limited, LLC;
- (4) unjust enrichment; and
- (5) breach of the guaranty agreement pertaining to Indigo Ltd., LLC's modification of the earlier promissory note (Plaintiff's Exhibit 4).

Luquire's Amended Answer and Counterclaim asserts the following defenses and counterclaims:

- (1) invalidity of the note and modifications as contrary to law and policy;
- (2) unenforceable obligations due to BB&T's unclean hands;
- (3) the merger of loan obligations as solely enforceable against a non-existent entity; and
- (4) lack of delivery, rendering the guaranty agreement unenforceable.

None of the allegations of Luquire's responsive pleading constituted a counterclaim in which relief was sought. Each of the matters raised there are treated as defenses to BB&T's attempts to enforce collection rights.

Findings of Facts and Conclusions of Law

A. Insignificance of discrepancy between Indigo Limited and Indigo Ltd.

Much of Luquire's opposition to enforcement of the guaranty agreements hinges upon the difference between "Indigo *Limited*, LLC" and "Indigo *Ltd.*, LLC" (italics added). Luquire executed affidavits identifying the same Employer Identification Number ("EIN") for each name. (Plaintiff's Exhibits 11 and 12) He used the EIN provided by the United States Department of Treasury. (Plaintiff Exhibit 13) Indigo Limited, LLC, at times, used the same address as Indigo Ltd, LLC. (Compare addresses on Exhibits 1, 3, and 16) Luquire used the names interchangeably in email messages he authored to BB&T following the maturity of the subject loan. (Plaintiff Exhibit 17)

The Court takes judicial notice of the fact that "Ltd." is a widely recognized abbreviation for "Limited." "For a fact to be subject to judicial notice, it must be so notorious that the court may properly assume its existence without proof." *Masters v. Rodgers Development Group*, 283 S.C. 251, 255, 321 S.E.2d 194, 196 (Ct. App. 1984). Courts are free to take judicial notice of the meaning of abbreviations, symbols, and initials as commonly used and generally known. 31A C.J.S. *Evidence* § 144 (2012). Under the Uniform Limited Liability Act, adopted in South Carolina, "limited" may be abbreviated "Ltd." S.C. Code Ann. § 33-44-105(a).

Therefore, putting aside the insignificant variance, the promissory note and guaranty agreements appear to be fully enforceable. Luquire identifies no other legal impediment to the enforceability of these instruments.

B. If borrower improperly identified, still enforceable.

Assuming "Ltd." is not an insignificant abbreviation for "Limited," the error in identification of the borrower does not excuse Luquire's obligations as guarantor.

Although South Carolina case law does not provide much assistance, other courts have addressed improper corporate identities in corporate transactions. In doing so, the courts have held that "slight departures from the name used by the corporation, such as the omission of a part of its name or the inclusion of additional words, generally will not affect the validity of contracts or other business transactions as long as the identity of the corporation can be reasonably established from the evidence...Error in the use of the corporate name will not be permitted to frustrate the intent that the name was meant to convey." 6 Fletcher Cyc. Corp. §244 (2012); *Johnson v. Unified*

Residential Dev. Co., Inc., 285 Ga.App. 852, 648 S.E.2d 163 (Ct. App. 2007) (finding that a mere misnomer in a written instrument is not material if the identity of the corporation intended is clear or can be ascertained by proof; an omission of one or more words is not likely to confuse or mislead); *Meek v. U.S. Rubber Tire Co.*, 244 Ark. 359, 425 S.W.2d 323 (S.C. 1968) (finding that some slight elaboration of the plaintiff's exact corporate name is immaterial when no separate party is actually involved").

Recently, the Georgia Court of Appeals reviewed a case factually similar to this case. *L. Henry Enterprises, Ltd. v. Verifone, Inc.*, 273 Ga.App. 195, 614 S.E.2d 841 (Ct. App. 2005). The court had to determine whether a note and guaranty agreement were unenforceable because the corporate maker's name on the note and the guaranty differed slightly and both were different from the name registered for the corporation. *Id.* at 195-96, 614 S.E.2d at 842-43. The court held that parol evidence could be introduced to explain ambiguities in descriptions. *Id.* at 198, 614 S.E.2d at 844. Applying the parol evidence rule, the court read the note and the guaranty together to determine the intent of the parties. *Id.* Furthermore, the court found that the guarantor's argument defied logic because the guarantor admitted to guaranteeing a note but did not present any evidence showing that more than one note was executed. *Id.* As such, the court found that the note referred to in the guaranty must be the same note the guarantor signed. *Id.*

Even if there is some meaningful distinction between Indigo Limited, LLC and Indigo Ltd., LLC, it is clear that BB&T and Luquire intended for the loan to be made, to be secured by a mortgage on Lot 207 in Cravens Grant, to be repaid by the borrower, and, if not repaid, resort to the guaranty obligation expressed by Luquire in writing for both named entities. (Plaintiff's Exhibits 2 and 4)

Luquire testified repeatedly that he did not understand any difference in the names until 2010 after the foreclosure action was commenced. By all appearances, Luquire simply desired to have his wholly-owned entity borrow funds. If he did this incorrectly, the parties' intentions should not be violated by such an immaterial distinction. The promissory note, as modified, and the guaranty agreements, remain enforceable.

C. Any error cured by modification.

Luquire admits that he signed both guaranty agreements, one for "Indigo Limited" and one for "Indigo Ltd." There was no evidence of revocation of either guaranty agreement. Both guaranty agreements provide that Luquire's obligation was primary, rather than secondary, to relief against the borrower:

This obligation and liability on the part of [Luquire] shall be primary and not a secondary, obligation and liability, payable immediately upon demand without recourse first having been had by Bank against the Borrower . . . and without first resorting to any property held by Bank as collateral security.

(Plaintiff's Exhibits 2 and 4, p. 1)

Luquire concedes that he executed multiple documents associated with the loan, each of which represented that Indigo Limited, LLC was at the time of the loan a legal entity. When Luquire agreed to modify the note in 2008, he executed a modification on behalf of Indigo, Ltd, LLC. The modification agreement (Plaintiff's Exhibit 3) provides that "[t]he original obligation of the Borrower(s) as evidenced by the Promissory Note above described is not extinguished hereby." (Plaintiff's Exhibit 3, p. 2) Luquire's

personal guaranty obligations of debts of Indigo Limited, LLC and of Indigo Ltd., LLC remained enforceable after the deficiency judgment was rendered.

A guaranty of payment is an absolute or unconditional promise to pay a particular debt if it is not paid by the debtor at maturity. *AMA Management Corp. v. Strasburger*, 309 S.C. 213, 420 S.E.2d 868 (Ct. App. 1992) citing *Greene County v. National Bank of Snow Hill*, 193 N.C. 524, 137 S.E. 593 (1927). It is a personal obligation running directly from the guarantor to the creditor which is immediately enforceable against the guarantor upon default of the debtor. *Id.* citing *Peoples Federal S & L v. Myrtle Beach Retirement Group*, 300 S.C. 277, 387 S.E.2d 672 (1989).

Luquire agreed that the promissory note was never satisfied. When served with a copy of the foreclosure suit as an agent of Indigo Limited, LLC, Luquire retained counsel to defend the foreclosure action, but instead asserted no defense. After a court-ordered sale of Lot 207, a deficiency judgment was entered against Indigo Limited, LLC for the amount owing as of December 10, 2010. Any recovery by BB&T in the foreclosure action has inured to the benefit of Luquire. This action seeks recovery of the deficiency amount, not the principal. Under the guaranty agreements, BB&T could have first proceeded to seek judgment against Luquire on the entire principal rather than pursuing a foreclosure first. As guarantor under these terms, Luquire is liable for all of the obligations owed by Indigo Limited, LLC and by Indigo Ltd., LLC.

D. No merger of remedies.

Luquire argues that by commencing a foreclosure action against Indigo Limited, LLC, BB&T's rights against Luquire were merged into the foreclosure action. Luquire cites *Schuler v. Israel*, 120 U.S. 506 (1887) for authority that an earlier judgment upon a

note merges other relief sought on the indebtedness, thus barring the subsequent action. In *Schuler*, the Court ruled that an action to collect on a note against the borrower, once reduced to a judgment, barred a subsequent claim on the note *against the borrower*. The circumstances of this case are quite different. BB&T sought a judgment against the initial borrower, Indigo Limited, LLC, to avail itself of the equitable remedy of foreclosure using the mortgage in the borrower's name. This action is a separate action involving a different claim and party. This case presents a claim for breach of a personal guaranty agreement against a personal guarantor. The borrower and the guarantor stand in different positions in relation to the debt. A creditor seeking remedies against each has different claims against each. See *Citizens and Southern National Bank of South Carolina v. Lanford*, 313 S.C. 540, 443 S.E.2d 549 (1994).

Luquire also argues that the guaranty is unenforceable because the underlying debt was void or otherwise unenforceable. Luquire cites *Carroll Co. Sav. Bank of Uniontown v. Strother*, 22 S.C. 552 (1885). In *Strother*, the underlying debt was hotly disputed. The maker was mysteriously "discontinued" from the case. There was no liability for the borrower. To the contrary in this action, there is no contest of the underlying debt. Luquire admits the underlying obligation; receiving the loan proceeds; intending to repay the loan proceeds; and paying or causing to be paid interest payments on the obligation throughout its two and a half years existence. Further, Luquire admits executing a loan modification which imposed liability under the promissory note for Indigo Ltd., LLC, an entity wholly owned by Luquire.

E. Enforcement of the guaranty agreements is not barred by unclean hands.

Luquire asserts various theories to show that BB&T should be precluded from enforcement of its rights under the guaranty agreements by the doctrine of unclean hands. Luquire offers multiple theories in support of this argument, none of which lead to a finding of unclean hands against BB&T on the evidence submitted.

If "Indigo Limited, LLC" was a mistaken name, fault lies with Luquire who used this name in multiple other contexts. (See Plaintiff's Exhibits 8, 14 and 16) The Court is not persuaded by Luquire's testimony that responsibility for the wrong name lies with Luquire's previous transactional attorney. Luquire executed numerous documents using "Indigo Limited, LLC," related and unrelated to this loan. Even if the mistake was made by Luquire's previous attorney, any error by the attorney is not imputable to BB&T.

Luquire contends that some of the documents he executed were not completed at the time of his execution. If so, he is bound by the documents in the absence of fraud, which he has not alleged. "A person signing a document is responsible for reading the document and making sure of its contents. Every contracting party owes a duty to the other party to the contract and to the public to learn the contents of a document before he signs it." *Regions Bank v. Schmauch*, 354 S.C. 648, 663, 582 S.E.2d 432, 440 (Ct. App. 2003). With professional experience in wealth management, insurance, residential loans and real estate development, Luquire's execution of partially completed documents does not constitute unclean hands by BB&T.

Luquire challenges the propriety of BB&T's waiver of appraisal rights document associated with this loan. On behalf of Indigo Limited, LLC, Luquire executed a waiver

of right to an appraisal at a foreclosure sale. First, the defense is untimely as the foreclosure was concluded without any responsive pleading filed on behalf of Indigo Limited, LLC. Second, Luquire lacks standing to assert such a challenge. See *Citizens and Southern National Bank of South Carolina v. Lanford*, 313 S.C. 540, 443 S.E.2d 549 (1994). Third, the use of waiver of appraisal rights by BB&T under the circumstances of this loan does not constitute unclean hands. See S.C. Code Ann. § 29-3-680(b) (authorizing the use of waiver of appraisal rights for loans of this type).

Luquire challenges the accuracy of the terms of the loan as reflected in the documents he executed. He alleges different terms were promised by BB&T. Further he contends that BB&T's refusal to extend the loan beyond two modifications/extensions is also a basis for a finding of unclean hands. Neither of these arguments is supported by the law. See S.C. Code Ann. § 37-10-107 (barring defense or claims to enforce unwritten promises associated with loans of this type).

Lastly, unclean hands, even if present, could only be effective with an equitable claim. *Matrix Financial Services Corp. v. Frazer*, 394 S.C. 134, 714 S.E.2d 532 (2009). The breach of a guaranty agreement is legal in nature, not equitable. *Crafton v. Brown*, 346 S.C. 347, 351, 550 S.E.2d 904, 905 (Ct. App. 2001).

Luquire offered no evidence as to the lack of delivery defense.

Accrued Interest

I find that, under the guaranty agreement, Luquire is liable to BB&T for the amount owed by Indigo Limited, LLC. As of December 10, 2010, judgment was entered against Indigo Limited, LLC in favor of BB&T in the amount of \$231,665.27 and

thereafter accrued post judgment interest at 7.25% (\$46.02/day). The post judgment interest through the hearing totals \$264,017.33.

Attorney's Fees

Attorney fees are recoverable when provided for by the terms of the parties' contract. *Clardy v. Bodolosky*, 383 S.C. 418, 428, 679 S.E.2d 527, (Ct. App. 2009); *Cullen v. McNeal*, 390 S.C. 470, 428, 702 S.E.2d 378, (Ct. App. 2010). The terms of the first paragraph on page two of the guaranty agreement provide:

....The undersigned shall be responsible for and shall reimburse the Bank for all costs and expenses incurred by the Bank in connection with the enforcement of this Guaranty or the protection or preservation of any right or claim of the Bank in connection herewith, including without limitation costs and expenses incurred by the Bank in connection with its attempts to collect the indebtedness, obligations, and liabilities guaranteed hereby. Costs and expenses shall include reasonable attorneys' fees which the undersigned agrees shall be equal to 15% of the principal and interest outstanding at the time of action by Lender described above, unless the actual attorney fees incurred, based upon Bank's counsel's normal hourly fees chargeable to Bank, shall be greater than 15% of principal and interest in which case such billed amount based on such hourly rate shall be the attorneys' fee payable hereunder.

The amount of attorney's fees sought by BB&T is more than the 15% formula specified in the guaranty agreement, however, the fees and costs submitted to the Court following the trial are represented to be the normal hourly fees and was billed except for the fees incurred in December, which counsel intends to bill.

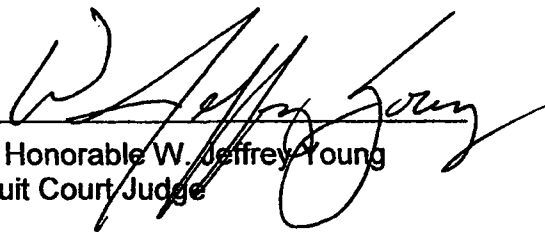
To determine what constitutes a reasonable attorney fee, the trial court should consider the following six factors: (1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the case; (3) professional standing of counsel; (4) contingency of compensation; (5) beneficial results obtained; and (6) customary legal

fees for similar services. *Clardy*, supra at 491. An award for attorney fees will be affirmed so long as sufficient evidence in the record supports each factor. *Clardy*, supra at 491. BB&T's request for attorney fees and costs is \$45,000 and consists of over 218 hours of time by lawyers and paralegals based on hourly rates of \$175-\$260 for attorneys and \$100 for paralegals and expenses of \$1,639.70. Each of the cited factors appears to be satisfied.

Conclusion

After considering the matters set forth in the record, I find that BB&T is entitled to judgment against the Defendant P. Jason Luquire in the amount of \$231,665.27 plus post-judgment interest through November 28, 2012, as set out above totaling \$264,017.33, plus costs and attorney's fees of \$48,030.37, for a total judgment amount of \$312,047.77, plus interest which continues to accrue hereafter.

Date: 3 January 2013
Sumter, South Carolina


The Honorable W. Jeffrey Young
Circuit Court Judge

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

Branch Banking and Trust Company,

Plaintiff,

v.

P. Jason Luquire,

Defendant.

)
) IN THE COURT OF COMMON PLEAS
)

Case No.: 2011-CP-22-01330

VERIFIED COMPLAINT
(NON-JURY)

2011 OCT 17 AM 11:34
ALMA Y. WHITE
CLERK OF COURT

FILED
GEORGETOWN COUNTY, S.C.

The Plaintiff alleges that:

1. Branch Banking and Trust Company ("BB&T") is a banking institution duly organized and existing under and by virtue of the laws of the United States.
2. Venue is proper in Georgetown County as the Defendant is a resident of Georgetown County.
3. Approximately October 2, 2007, Indigo Limited, LLC executed and delivered to Branch Banking and Trust Company a Promissory Note ("the Note") promising to pay Branch Banking and Trust Company the principal sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), plus interest; with principal being due at maturity and interest being payable in monthly installments until the Note is fully paid. A true copy of the Note is attached as Exhibit A.
4. At Defendant's request or for the benefit of Indigo Limited, LLC, the Note was subsequently modified on September 22, 2008 and on October 13, 2009 to change the maturity date and interest rate. A true copy of both Note Modification Agreements are attached as Exhibit B.

5. Indigo Limited, LLC defaulted under the terms of the Note and foreclosure was ordered and the property sold.

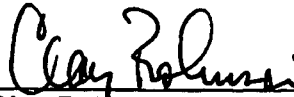
6. BB&T obtained a deficiency judgment (2010-CP-22-0952) against Indigo Limited, LLC in the sum of Two Hundred Thirty-One Thousand Six Hundred Sixty-Five and 27/100 Dollars (\$231,665.27). A copy of the Order for Deficiency Judgment is attached hereto as **Exhibit C**.

7. Pursuant to the terms and conditions contained in two separate guaranty agreements dated October 2, 2007 and November 22, 2008, Defendant P. Jason Luquire individually, unconditionally and personally guaranteed payment of all amounts due and owing under the Note. A copy of his Guaranty Agreements are attached as **Exhibit D**.

8. BB&T attempted to make demand upon the Defendant pursuant to the personal guaranty for payment but to date no payment has been received.

9. BB&T is entitled to judgment against the Defendant on the Note in the amount of \$231,665.27, plus interest, costs and attorneys' fees, all of which continue to accrue.

WHEREFORE, Plaintiff demands judgment against the Defendant P. Jason Luquire, jointly and severally, in the amount of Two Hundred Thirty-One Thousand Six Hundred Sixty-Five and 27/100 Dollars (\$231,665.27), plus interest, costs, and attorneys' fees, plus such other and further relief as the Court deems just and proper.



Clay Robinson
ROBINSON, MCFADDEN & MOORE, P.C.
Post Office Box 944
Columbia, SC 29202
(803) 779-8900
(803) 744-1546 (facsimile)
E-mail: clay@robinsonlaw.com
S.C. Bar No. 7956

October 13, 2011

For Branch Banking and Trust Company

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF GEORGETOWN)

Branch Banking and Trust
Company,

CA No.: 2011-CP-22-01330

Plaintiff(s),

ANSWER OF DEFENDANT
P. JASON LUQUIRE

vs.

P. Jason Luquire,

Defendant(s).

The Defendant P. Jason Luquire ("Luquire"), answering the Plaintiff's Complaint dated October 13, 2011, alleges that:

1. The Defendant Luquire denies each and every allegation of the Complaint not hereinafter specifically admitted.
2. The Defendant Luquire admits the allegations of paragraphs 1, 2, 3, 4, 5, 6, 7 and 8.
3. The Defendant Luquire denies the allegations of paragraph 9.

FOR A SECOND DEFENSE

AND BY WAY OF COUNTERCLAIM

4. The Plaintiff's waiver of right to appraisal obtained as a part of the loan transaction was contrary to law and against public policy.
5. The Plaintiff's note and mortgage contracts, and deficiency judgment, should be deemed invalid as contrary to law and policy.

WHEREFORE, the Defendant Luquire prays that no judgment be entered against him personally.

TOBIAS G. WARD, JR., PA



Tobias G. Ward, Jr., SC Bar No.: 5826
J. Derrick Jackson, SC Bar No.: 15192
P.O. Box 6138
Columbia, SC 29260
803-708-4200
Fax 803-403-8754
tw@tobywardlaw.com

Dated: Feb. 14, 2012

COPY

FILED
GEORGETOWN COUNTY, S.C.
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ALMA J. WHITE
CLERK OF COURT

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

Branch Banking and Trust Company,

Plaintiff,

v.

P. Jason Luquire,

Defendant.

) IN THE COURT OF COMMON PLEAS

) Case No.: 2011-CP-22-01330

) AMENDED COMPLAINT

) (NON-JURY)

FILED
GEORGETOWN COUNTY, S.C.
2012 SEP 18 AM 10:34
ALMA Y. WHITE
CLERK OF COURT

The Plaintiff alleges that:

1. Branch Banking and Trust Company ("BB&T") is a banking institution duly organized and existing under and by virtue of the laws of the United States.

2. Venue is proper in Georgetown County as the Defendant is a resident of Georgetown County.

3. Approximately October 2, 2007, Indigo Limited, LLC executed and delivered to Branch Banking and Trust Company a Promissory Note ("the Note") promising to pay Branch Banking and Trust Company the principal sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), plus interest; with principal being due at maturity and interest being payable in monthly installments until the Note is fully paid. A true copy of the Note is attached as Exhibit A.

4. At Defendant's request or for the benefit of Indigo Limited, LLC, the Note was subsequently modified on September 22, 2008 and on October 13, 2009 to change the maturity date and interest rate. A true copy of both Note Modification Agreements are attached as Exhibit B.

5. Indigo Limited, LLC defaulted under the terms of the Note and foreclosure was ordered and the property sold.

6. BB&T obtained a deficiency judgment (2010-CP-22-0952) against Indigo Limited, LLC in the sum of Two Hundred Thirty-One Thousand Six Hundred Sixty-Five and 27/100 Dollars (\$231,665.27). A copy of the Order for Deficiency Judgment is attached hereto as **Exhibit C**.

7. Pursuant to the terms and conditions contained in his October 2, 2007 guaranty agreement, Defendant P. Jason Luquire ("Luquire") individually, unconditionally and personally guaranteed payment of all amounts due and owing under the Note. A copy of his October 2, 2007 Guaranty Agreement is attached as **Exhibit D**.

8. BB&T attempted to make demand upon the Luquire pursuant to the personal guaranty for payment but to date no payment has been received.

9. BB&T is entitled to judgment against the Luquire on the Note in the amount of \$231,665.27, plus interest, costs and attorneys' fees, all of which continue to accrue.

AS A SECOND CAUSE OF ACTION

10. Paragraphs 1 through 9 are incorporated here.

11. To the extent Luquire challenges the validity of the Note based on the argument that "Indigo Limited, LLC" was not a valid entity, BB&T alternatively argues that Luquire represented that "Indigo Limited, LLC" was a valid entity.

12. Luquire represented to BB&T that Indigo Limited, LLC and Indigo LTD, LLC both share the same taxpayer identification number.

13. BB&T lacked knowledge that Luquire considered "Indigo Limited, LLC" and "Indigo LTD, LLC" to be two different entities.

14. BB&T reasonably and justifiably relied on Luquire's representations regarding "Indigo Limited, LLC"; BB&T had a right to rely thereon; and Luquire intended that reliance by BB&T.

15. BB&T prejudicially changed its position by making the loan to Indigo Limited, LLC.

16. Luquire, directly or indirectly, received benefit from the loan to "Indigo Limited, LLC."

17. For Luquire to evade responsibility under his guaranty agreements in favor of BB&T would be inequitable and would cause damage to BB&T.

18. Luquire is estopped from denying responsibility under the guaranty agreements as a result of Indigo Limited, LLC's status.

AS A THIRD CAUSE OF ACTION

19. Paragraphs 1 through 18 are incorporated here.

20. Luquire is equitably estopped from evading liability under his guaranty agreements by arguing that Indigo Limited, LLC is a different entity from Indigo LTD, LLC.

AS A FOURTH CAUSE OF ACTION

21. Paragraphs 1 through 20 above are incorporated here.

22. If the Court concludes that Indigo Limited, LLC is not a legal entity, then Luquire has been unjustly enriched by receipt of loan proceeds from the Note and BB&T

should receive the benefit of a constructive trust which requires repayment from Luquire.

AS A FIFTH CAUSE OF ACTION

23. Paragraphs 1 through 22 above are incorporated here.

24. To the extent that "Indigo Limited, LLC" and "Indigo LTD, LLC" are determined by the Court to be different entities, Luquire executed two note modifications on behalf of Indigo LTD, LLC ("LTD Notes") under which Indigo LTD, LLC became responsible to pay BB&T \$250,000 as described in these note modifications, copies of which are attached as Exhibit B.

25. Indigo LTD, LLC is in default on the LTD Notes in the amount of Two Hundred Thirty-One Thousand Six Hundred Sixty-Five and 27/100 Dollars (\$231,665.27), plus interest.

26. Luquire executed a guaranty agreement in which he agreed to pay sums due BB&T under the LTD Notes, a copy of which is attached as Exhibit E.

27. BB&T has made demand upon Luquire to pay Indigo LTD, LLC's debt.

28. Luquire is liable to BB&T for the amount due under the LTD Notes plus interest, costs and attorney's fees as provided in the guaranty agreement attached as Exhibit E

WHEREFORE, Plaintiff demands judgment against the Defendant P. Jason Luquire, jointly and severally, in the amount of Two Hundred Thirty-One Thousand Six Hundred Sixty-Five and 27/100 Dollars (\$231,665.27), plus interest, costs, and attorneys' fees, plus such other and further relief as the Court deems just and proper.



Clay Robinson
ROBINSON, McFADDEN & MOORE, P.C.
Post Office Box 944
Columbia, SC 29202
(803) 779-8900
(803) 744-1546 (facsimile)
E-mail: clay@robinsonlaw.com
S.C. Bar No. 7956

September 10, 2012

For Branch Banking and Trust Company

Borrower: INDIGO LIMITED, LLC

Account Number:

Note Number: 00001

Address: 325 PINCKNEY ROAD

BB&T

MYRTLE BEACH

South Carolina

GEORGETOWN, SC 29440-0000

Date: October 2, 2007

PROMISSORY NOTE

BORROWER(S) REPRESENTS HERewith THAT THE LOAN EVIDENCED HEREBY IS BEING OBTAINED FOR BUSINESS/COMMERCIAL PURPOSES. For value received, the undersigned, jointly and severally, if more than one, promises to pay to BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (the "Bank"), or order, at said bank at any of its offices in the above referenced city (or such other place or places that may be hereafter designated by Bank), the sum of

TWO HUNDRED FIFTY THOUSAND DOLLARS & 00/100

Dollars (\$ 250,000.00), in immediately available coin or currency of the United States of America.☐ Borrower shall pay a prepayment penalty as set forth in the Prepayment Penalty Addendum attached hereto.

Interest shall accrue from the date hereof on the unpaid balance outstanding from time to time at the:

☐ Fixed rate of % per annum.

☒ Variable rate of the Bank's Prime Rate plus 0.500 % per annum to be adjusted Daily as the Bank's Prime Rate changes. If checked here ☐ , the interest rate will not exceed a(n) ☐ fixed ☐ average maximum rate of % or a ☐ floating maximum rate of the greater of % or the Bank's Prime Rate; and the interest rate will not decrease below a fixed minimum rate of % . If an average maximum rate is specified, a determination of any required reimbursement of interest by Bank

will be made: ☐ when Note is repaid in full by Borrower ☐ annually beginning on which automatically converts on Fixed rate of % per annum through to a variable rate equal to the Bank's Prime Rate plus % per annum which shall be adjusted as such Prime Rate changes.

☐

Principal and interest is payable as follows

☒ Principal (plus any accrued interest not otherwise scheduled herein) } is due in full at maturity on 09/25/2008

☐ Principal plus accrued interest

☐ Payable in consecutive installments of ☐ Principal ☐ Principal and interest } commencing on

and continuing on the same day of each calendar period thereafter, in equal payments of \$, with one final payment of all remaining principal and accrued interest due on

☐ ChoiceLine Payment Option: 2% of outstanding balance is payable monthly commencing on and continuing on the same day of each calendar period thereafter, with one final payment of all remaining principal and accrued interest due on

☒ Accrued interest is payable Monthly commencing on October 25, 2007 and continuing on the same day of each calendar period thereafter, with one final payment of all remaining interest due on September 25, 2008

☐ Bank reserves the right in its sole discretion to adjust the fixed payment due hereunder on and continuing on the same day of each calendar period thereafter, in order to maintain an amortization period of no more than months from the date of the initial principal payment due hereunder. Borrower understands the payment may increase if interest rates increase.

☒ Prior to an event of default, Borrower may borrow, repay, and reborrow hereunder pursuant to the terms of the Loan Agreement, hereinafter defined.

☐

☒ Borrower hereby authorizes Bank to automatically draft from its demand deposit or savings account(s) with Bank or other bank, any payment(s) due under this Note on the date(s) due. Borrower shall provide appropriate account number(s) for account(s) at Bank or other bank.

The undersigned shall pay to Bank a late fee in the amount of five percent (5%) of any installment past due for fifteen (15) or more days. When any installment payment is past due for fifteen (15) or more days, subsequent payments shall first be applied to the past due balance. In addition, the undersigned shall pay to Bank a returned payment fee if the undersigned or any other obligor hereon makes any payment at any time by check or other instrument, or by any electronic means, which is returned to Bank because of nonpayment due to nonsufficient funds.

All interest shall be computed and charged for the actual number of days elapsed on the basis of a year consisting of three hundred sixty (360) days. In the event periodic accruals of interest shall exceed any periodic fixed payment amount described above, the fixed payment amount shall be immediately increased, or additional supplemental interest payments required on the same periodic basis as specified above (increased fixed payments or supplemental payments to be determined in the Bank's sole discretion); in such amounts and at such times as shall be necessary to pay all accruals of interest for the period and all accruals of unpaid interest from previous periods. Such adjustments to the fixed payment amount or supplemental payments shall remain in effect for so long as the interest accruals shall exceed the original fixed payment amount and shall be further adjusted upward or downward to reflect changes in the variable interest rate; provided that unless elected otherwise above, the fixed payment amount shall not be reduced below the original fixed payment amount. However, Bank shall have the right, in its sole discretion, to lower the fixed payment amount below the original payment amount.

This Note is given by the undersigned in connection with the following agreements (if any) between the undersigned and the Bank:

Mortgage(s) / Deed of Trust(s) granted in favor of Bank as mortgagee / beneficiary:

☒ dated 10/02/2007 in the maximum principal amount of \$ granted by

☐ dated in the maximum principal amount of \$ granted by

ACCOUNTS / NOTES
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Security Agreement(s) granting a security interest to Bank:

☐ dated _____, given by _____

☐ dated _____, given by _____

☐ Securities Account Pledge and Security Agreement dated _____, executed by _____

☐ Control Agreement(s) dated _____, covering ☐ Deposit Account(s) ☐ Investment Property
☐ Letter of Credit Rights ☐ Electronic Chattel Paper

☐ Assignment of Certificate of Deposit, Security Agreement, and Power of Attorney (for Certificated Certificates of Deposit) dated _____, executed by _____

☐ Pledge and Security Agreement for Publicly Traded-Certificated Securities dated _____, executed by _____

☐ Assignment of Life Insurance Policy as Collateral dated _____, executed by _____

☐ Loan Agreement dated _____, executed by Borrower and ☐ Guarantor(s).

☐

☐

All of the terms, conditions and covenants of the above described agreements (the "Agreements") are expressly made a part of this promissory note (the "Note") by reference in the same manner and with the same effect as if set forth herein at length and any holder of this Note is entitled to the benefits of and remedies provided in the Agreements and any other agreements by and between the undersigned and the Bank.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or of any other right on any future occasion. Every one of the undersigned and every endorser or guarantor of this Note regardless of the time, order or place of signing waives presentment, demand, protest and notices of every kind and assents to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions, exchanges or releases of collateral if at any time there be available to the holder collateral for this Note, and to the additions or releases of any other parties or persons primarily or secondarily liable.

The failure to pay any part of the principal or interest when due on this Note or to fully perform any covenant, obligation or warranty on this or on any other liability to the Bank by any affiliate (as defined in 11 USC Section (101) (2)), or by any guarantor or surety of this Note (said affiliate, guarantor, and surety are herein called "Obligor"); or if any financial statement or other representation made to the Bank by any of the undersigned or any Obligor shall be found to be materially incorrect or incomplete; or if any of the undersigned shall fail to furnish information to the Bank sufficient to verify the identity of the undersigned as required under the USA Patriot Act; or in the event of a default pursuant to any of the Agreements or any other obligation of any of the undersigned or any Obligor in favor of the Bank; or in the event the Bank demands that the undersigned secure or provide additional security for its obligations under this Note and security deemed adequate and sufficient by the Bank is not given when demanded; or in the event one or more of the undersigned or any Obligor shall die, terminate its existence, allow the appointment of a receiver for any part of its property, make an assignment for the benefit of creditors, or where a proceeding under bankruptcy or insolvency laws is initiated by or against any of the undersigned or any Obligor; or in the event the Bank should otherwise deem itself, its security interest, or any collateral unsafe or insecure; or should the Bank in good faith believe that the prospect of payment or other performance is impaired; or if there is an attachment, execution, or other judicial seizure of all or any portion of the Borrower's or any Obligor's assets, including an action or proceeding to seize any funds on deposit with the Bank, and such seizure is not discharged within 20 days; or if final judgment for the payment of money shall be rendered against the Borrower or any Obligor which is not covered by insurance or debt cancellation and shall remain undischarged for a period of 30 days unless such judgment or execution thereon is effectively stayed; or the termination of any guaranty agreement given in connection with this Note, then any one of the same shall be a material default hereunder and this Note and other debts due the Bank by any one or more of undersigned shall immediately become due and payable without notice, at the option of the Bank. From and after any event of default hereunder, interest shall accrue on the sum of the principal balances and accrued interest then outstanding at the variable rate equal to the Bank's Prime Rate plus 5% per annum ("Default Rate"), provided that such rate shall not exceed at any time the highest rate of interest permitted by the laws of the State of South Carolina; and further provided that such rate shall apply after judgement. In the event of any default, the then remaining unpaid principal amount and accrued but unpaid interest then outstanding shall bear interest at the Default Rate called for hereunder until such principal and interest have been paid in full. In addition, upon default, the Bank may pursue its full legal remedies at law or equity, and the balance due hereunder may be charged against any obligation of the Bank to any party, including any Obligor. Bank shall not be obligated to accept any check, money order, or other payment instrument marked "payment in full" on any disputed amount due hereunder, and Bank expressly reserves the right to reject all such payment instruments. Borrower agrees that tender of its check or other payment instrument so marked will not satisfy or discharge its obligation under this Note, disputed or otherwise, even if such check or payment instrument is inadvertently processed by Bank unless in fact such payment is in fact sufficient to pay the amount due hereunder.

WAIVER OF TRIAL BY JURY. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS NOTE OR ANY LOAN DOCUMENT EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN THE UNDERSIGNED AND BANK. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BANK TO MAKE THE LOAN EVIDENCED BY THIS NOTE. FURTHER, THE UNDERSIGNED HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BANK WOULD NOT SEEK TO ENFORCE THIS WAIVER OR RIGHT TO JURY TRIAL PROVISION IN THE EVENT OF LITIGATION. NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

Unless otherwise required under a Loan Agreement, if applicable, and as long as any indebtedness evidenced by this Note remains outstanding or as long as Bank remains obligated to make advances, the undersigned shall furnish annually an updated financial statement in a form satisfactory to Bank, which, when delivered shall be the property of the Bank.

The term "Prime Rate," if used herein, means the rate of interest per annum announced by the Bank from time to time and adopted as its Prime Rate. The Prime Rate is one of several rate indexes employed by the Bank when extending credit. Any change in the interest rate resulting from a change in the Bank's Prime Rate shall become effective as of the opening of business on the effective date of the change. If this Note is placed with an attorney for collection, the undersigned agrees to pay, in addition to principal and interest, all costs of collection, including reasonable attorneys' fees which the undersigned agrees shall be equal to 15% of the principal and interest outstanding at the time of acceleration or other action by Lender to collect the sums due hereunder, unless the actual attorneys' fees incurred, based upon Bank's counsel's normal hourly fees chargeable to Bank, shall be greater than 15% of principal and interest, in which case such billed amount based on such hourly rate shall be the attorneys' fee payable hereunder. All obligations of the undersigned and of any Obligor shall bind his heirs, executors, administrators, successors, and/or assigns. Use of the masculine pronoun herein shall include the feminine and the neuter, and also the plural. If more than one party shall execute this Note, the term "undersigned" as used herein shall mean all the parties signing this Note and each of them, and all such parties shall be jointly and severally obligated hereunder. Whenever possible, each provision of this Note shall be interpreted in such a manner to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under such law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note. All of the undersigned hereby waive all exemptions and homestead laws. The proceeds of the loan evidenced by this Note may be paid to any one or more of the undersigned. No waivers and modifications shall be valid unless in writing and signed by the Bank. In case of conflict between the terms of this Note and the Loan Agreement or Commitment Letter issued in connection herewith, the priority of controlling terms shall be first this Note, then the Loan Agreement, and then the Commitment Letter. This Note shall be governed by and construed in accordance with the laws of South Carolina.

(SIGNATURES ON FOLLOWING PAGE)



PROMISSORY NOTE SIGNATURE PAGE

Borrower: INDIGO LIMITED, LLC

Account Number: 000000007

Note Amount: \$ 250,000.00

Note Number: 00001

Date: 10/02/2007

Notice of Right to Copy of Appraisal: If a 1-4 family residential dwelling is pledged as collateral for this Note, you, the undersigned, have a right to a copy of the real estate appraisal report used in connection with your application for credit. If you wish to receive a copy, please notify in writing the branch office where you applied for credit. You must forward your request to the Bank no later than 90 days after the date of this Note. In your request letter, please provide your name, mailing address, appraised property address, the date of this Note, and the Account and Note Numbers shown on the front of this Note.

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. TO THE FULLEST EXTENT PERMITTED BY LAW AND AS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN, MORTGAGOR HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.

IN WITNESS WHEREOF, the undersigned, on the day and year first written above, has caused this Note to be executed under seal.

If Borrower is a Corporation:

WITNESS:

NAME OF CORPORATION

By: _____ (SEAL)

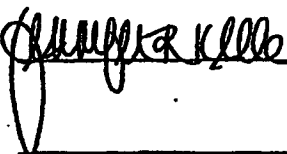
Title: _____

By: _____ (SEAL)

Title: _____

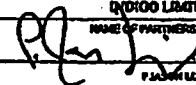
If Borrower is a Partnership, Limited Liability Company, or Limited Liability Partnership:

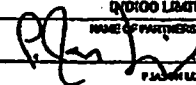
WITNESS:



INDIGO LIMITED, LLC

NAME OF PARTNERSHIP, LLC, OR LLP

By:  (SEAL)

Title:  Member & Manager

By: _____ (SEAL)

Title: _____

By: _____ (SEAL)

Title: _____

If Borrower is an individual:

WITNESS:

(SEAL)

Additional Co-makers:

WITNESS:

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Maker INDIGO LTD LLC
 Address 321 BONNYNECK DR
GEORGETOWN, SC 29440-7214
 Customer Number 00001
 Note Number

BB&T

NOTE MODIFICATION AGREEMENT

\$ 250,000.00 Original Amount of Note 10/02/2007 Original Date \$ 250,000.00 Modification Amount 09/22/2008 Modification Date

This Note Modification Agreement (hereinafter Agreement) is made and entered into this 22nd day of September, 2008, by and between INDIGO LTD LLC, maker(s), co-maker(s), endorser(s), or other obligor(s) on the Promissory Note (as defined below), hereinafter also referred to jointly and severally as Borrower(s); Branch Banking and Trust Company, a North Carolina banking corporation, hereinafter referred to as Bank; and

owners other than Borrower(s) (if any) of any property pledged to secure performance of Borrower(s)'s obligations to Bank, hereinafter referred to jointly and severally as Debtor(s)/Grantor(s).
 Whereas, Borrower(s) has previously executed a Promissory Note payable to Bank, which Promissory Note includes the original Promissory Note and all renewals, extensions and modifications thereof, collectively "Promissory Note", said Promissory Note being more particularly identified by description of the original note above; and Borrower(s) and Bank agree that said Promissory Note be modified only to the limited extent as is hereinafter set forth; that all other terms, conditions, and covenants of said Promissory Note remain in full force and effect, and that all other obligations and covenants of Borrower(s), except as herein modified, shall remain in full force and effect, and binding between Borrower(s) and Bank; and Whereas Debtor(s)/Grantor(s), if different from Borrower(s), has agreed to the terms of this modification; NOW THEREFORE, in mutual consideration of the premises, the sum of Ten Dollars (\$10) and other good and valuable consideration, each to the other parties paid, the parties hereto agree that said Promissory Note is amended as hereinafter described:

☐ Borrower shall pay a prepayment penalty as set forth in the Prepayment Penalty Addendum attached hereto.

INTEREST RATE, PRINCIPAL AND INTEREST PAYMENT TERM MODIFICATIONS (To the extent no change is made, existing terms continue. Sections not completed are deleted.)

Interest shall accrue from the date hereof on the unpaid principal balance outstanding from time to time at the:

☐ Fixed Rate of _____ % per annum.

☒ Variable rate of the Bank's Prime Rate plus 0.500 % per annum to be adjusted Daily as the Bank's Prime Rate changes.

☐ As of the Modification Date, any fixed, floating, or average maximum rate and fixed minimum rate in effect by virtue of the Promissory Note(s) are hereby deleted. If checked here ☐ the interest rate will not exceed a(n) ☐ fixed ☐ average maximum rate of _____ % or a floating maximum rate of the greater of _____ % or the Bank's Prime Rate; and the interest rate will not decrease below a fixed minimum rate of _____ %. If an average maximum rate is specified, a determination of any required reimbursement of interest by Bank will be made: ☐ when the Note is repaid in full by Borrower ☐ annually beginning on _____.

Principal and interest are payable as follows:

☒ Principal (plus any accrued interest not otherwise scheduled herein) is due in full at maturity on 09/25/2009.
☐ Principal plus accrued interest }
☐ Payable in consecutive _____ installments of ☐ Principal } commencing on _____
☐ Principal and interest }

and continuing on the same day of each calendar period thereafter, in _____ equal payments of \$ _____ with one final payment of all remaining principal and accrued interest due on _____.

☐ ChoiceLine Payment Option: 2% of outstanding balance is payable monthly commencing on _____ and continuing on the same day of each month thereafter, with one final payment of all remaining principal and accrued interest due on _____.

☒ Accrued interest is payable Monthly commencing on October 25, 2008 and continuing on the same day of each calendar period thereafter, with one final payment of all remaining interest due on September 25, 2009.

☐ Bank reserves the right in its sole discretion to adjust the fixed payment due hereunder on _____ and continuing on the same day of each calendar period thereafter, in order to maintain an amortization period of no more than _____ months from the date of the initial principal payment due hereunder. Borrower understands the payment may increase if interest rates increase.

☐ At the Borrower's request, the Bank has agreed to advance the principal amount of \$ _____, The outstanding principal balance under the Promissory Note prior to the advance is \$ _____, making the total outstanding principal balance now due under the Promissory Note and this Agreement to be \$ _____ ("Modification Amount").

☐ _____
☐ _____

☐ Borrower hereby authorizes Bank to automatically draft from its demand deposit or savings account(s) with Bank or other bank, any payment(s) due under this Note on the date(s) due. Borrower shall provide appropriate account number(s) for account(s) at Bank or other bank.

The following scheduled payment(s) is (are) deferred:

☐ \$ _____ principal } payment(s) due on _____
☐ \$ _____ interest }

is (are) hereby deferred. Payments will resume on _____ according to the schedule contained herein or to the existing schedule (if no other changes are made herein).

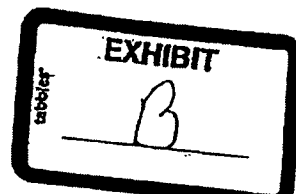
ACCOUNTS / NOTES

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13733C (page)



Page 1 of 4



The Borrower(s) promises to pay Bank, or order, a late fee in the amount of five percent (5%) of any installment past due for ten (10) or more days. Where any installment payment is past due for ten (10) or more days, subsequent payments shall first be applied to the past due balance. In addition, the undersigned shall pay to Bank a returned payment fee if the undersigned or any other obligor hereon makes any payment at any time by check or other instrument, or by any electronic means, which is returned to Bank because of nonpayment due to non-sufficient funds.

COLLATERAL: ☐ The Promissory Note, as modified, and the performance of the terms of any agreement or instrument relating to, evidencing, or securing the Promissory Note, as modified, shall be additionally secured by collateral hereinafter described, a new security instrument shall be executed by Borrower(s), and/or Debtor(s)/Grantor(s), and all other steps necessary to perfect or record the Bank's lien with priority acceptable to Bank shall be taken.

Deed(s) of Trust / Mortgage(s) granted in favor of Bank as beneficiary / mortgagee:

- ☐ dated _____ in the maximum principal amount of \$ _____
granted by _____
- ☐ dated _____ in the maximum principal amount of \$ _____
granted by _____

Security Agreement(s) granting a security interest to Bank:

- ☐ dated _____ given by _____
- ☐ dated _____ given by _____
- ☐ Securities Account Pledge and Security Agreement dated _____, executed by _____
- ☐ Control Agreement(s) dated _____, covering ☐ Deposit Account(s) ☐ Investment Property
☐ Letter of Credit Rights ☐ Electronic Chattel Paper
- ☐ Assignment of Certificate of Deposit, Security Agreement, and Power of Attorney (for Certified Certificates of Deposit) dated _____, executed by _____
- ☐ Pledge and Security Agreement for Publicly Traded Securities dated _____, executed by _____
- ☐ Assignment of Life Insurance Policy as Collateral dated _____, executed by _____
- ☐ Loan Agreement dated _____, executed by Borrower and ☐ Guarantor(s).
- ☐ _____
- ☐ _____
- ☐ The collateral hereinafter described shall be and hereby is declared as security interest for payment of the aforesaid Promissory Note:

OTHER:

If the Promissory Note being modified by this Agreement is signed by more than one person or entity, the modified Promissory Note shall be the joint and several obligation of all signers and the property and liability of each and all of them. It is expressly understood and agreed that this Agreement is a modification only and not a novation. The original obligation of the Borrower(s) as evidenced by the Promissory Note above described is not extinguished hereby. It is also understood and agreed that except for the modification(s) contained herein said Promissory Note, and any other Loan Documents or Agreements evidencing, securing or relating to the Promissory Note and all singular terms and conditions thereof, shall be and remain in full force and effect. This Agreement shall not release or affect the liability of any co-makers, obligors, endorser or guarantors of said Promissory Note. Borrower and Debtor(s)/Grantor(s), if any, jointly and severally consent to the terms of this Agreement, waive any objection thereto, affirm any and all obligations to Bank and certify that there are no defenses or offsets against said obligations or the Bank, including without limitation the Promissory Note. Bank expressly reserves all rights as to any party with right of recourse on the aforesaid Promissory Note.

In the event periodic accruals of interest shall exceed any periodic fixed payment amount described above, the fixed payment amount shall be immediately increased or supplemental interest payments required on the same periods' basis as specified above (increased fixed payments or supplemental payments to be determined in the Bank's sole discretion). In such amounts and at such times as shall be necessary to pay all accruals of interest for the period and all accruals of unpaid interest from previous periods. Such adjustments to the fixed payment amount or supplemental payments shall remain in effect for as long as any interest accruals shall exceed the original fixed payment amount and shall be further adjusted upward or downward to reflect changes in any variable interest rate based on an index such as the Bank's Prime Rate; provided that unless elected otherwise above, the fixed payment amount shall not be reduced below the original fixed payment amount. However, Bank shall have the right, in its sole discretion, to lower the fixed payment amount below the original payment amount. Notwithstanding any other provision contained in this agreement, in no event shall the provisions of this paragraph be applicable to any Promissory Note which requires disclosures pursuant to the Consumer Protection Act (Truth-in-Lending Act), 15 USC § 1601, et seq., as implemented by Regulation Z.

Borrower agrees that the only interest charge is the interest actually stated in this Note, and that any loan or origination fee shall be deemed charges rather than interest, which charges are fully earned and non-refundable. It is further agreed that any late charges are not a charge for the use of money but are imposed to compensate Bank for some of the administrative services, costs and losses associated with any delinquency or default under this Note, and said charges shall be fully earned and non-refundable when assessed. All other charges imposed by Bank upon Borrower in connection with this Note and the loan including, without limitation, any commitment fee, loan fees, facility fees, origination fees, discount points, default and late charges, prepayment fees, statutory attorneys' fees and reimbursements for costs and expenses paid by Bank to third parties or for damages incurred by Bank are and shall be deemed to be charges made to compensate Bank for underwriting and administrative services and costs, other services, and costs or losses incurred and to be incurred by Bank in connection with this Note and the loan and shall under no circumstances be deemed to be charges for the use of money. All such charges shall be fully earned and non-refundable when due.

The Bank may, at its option, charge any fees for the modification, renewal, extension, or amendment of any of the terms of the Promissory Note(s) as permitted by applicable law.

In the words "Prime Rate", "Bank Prime Rate", "BBB-T Prime Rate", "Bank's Prime Rate" or "BBB-T's Prime Rate" are used in this Agreement, they shall refer to the rate announced by the Bank from time to time as its Prime Rate. The Bank makes loans both above and below the Prime Rate and uses indexes other than the Prime Rate. Prime Rate is the name given a rate index used by the Bank and does not in itself constitute a representation of any preferred rate or treatment.

Unless otherwise provided herein, it is expressly understood and agreed by and between Borrower(s), Debtor(s)/Creditor(s) and Bank that any and all collateral (including but not limited to real property, personal property, fixtures, inventory, accounts, instruments, general intangibles, documents, chattel paper, and equipment) given as security to insure faithful performance by Borrower(s) and any other third party of any and all obligations to Bank, however created, whether now existing or hereafter arising, shall remain as security for the Promissory Note as modified hereby.

It is understood and agreed that if Bank has released collateral herein, it shall not be required or obligated to take any further steps to release said collateral from any lien or security interest unless Bank determines, in its sole discretion, that it may do so without consequence to its secured position and relative priority in other collateral; and unless Borrower(s) bears the reasonable cost of such action. No delay or extension on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Bank, nor shall any delay, extension or waiver on any one occasion be deemed a bar to or waiver of the same, or of any other right on any further occasion. Each of the parties signing this Agreement regardless of the time, order or place of signing waives presentment, demand, protest, and notices of every kind, and assents to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions, exchanges or releases of collateral if at any time there is available to the Bank collateral for the Promissory Note, its amendment, and to the addition or release of any other parties or persons primarily or secondarily liable. Whenever possible the provisions of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement prohibited by or invalid under such law, such provisions shall be ineffective to the extent of any such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All rights and obligations arising hereunder shall be governed by and construed in accordance with the laws of the same state which governs the interpretation and enforcement of the Promissory Note.

From and after any event of default under this Agreement, the Promissory Note, or any related deed of trust, security agreement or loan agreement, interest shall accrue on the sum of the principal balance and accrued interest then outstanding at the variable rate equal to the Bank's Prime Rate plus 5% per annum ("Default Rate"), provided that such rate shall not exceed at any time the highest rate of interest permitted by the laws of the State of South Carolina; and further that such rate shall apply after judgment. In the event of any default, the then remaining unpaid principal amount and accrued but unpaid interest then outstanding shall bear interest at the Default Rate until such principal and interest have been paid in full. Bank shall not be obligated to accept any check, money order, or other payment instrument marked "payment in full" on any disputed amount due hereunder, and Bank expressly reserves the right to reject all such payment instruments. Borrower agrees that tender of its check or other payment instrument so marked will not satisfy or discharge its obligation under this Note, disputed or otherwise, even if such check or payment instrument is inadvertently processed by Bank unless in fact such payment is in fact sufficient to pay the amount due hereunder.

WAIVER OF TRIAL BY JURY. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS AGREEMENT, THE PROMISSORY NOTE OR ANY LOAN DOCUMENT EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN THE UNDERSIGNED AND BANK. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BANK TO MAKE THE LOAN EVIDENCED BY THE PROMISSORY NOTE AND THIS AGREEMENT. FURTHER, THE UNDERSIGNED HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BANK WOULD NOT SEEK TO ENFORCE THIS WAIVER OR RIGHT TO JURY TRIAL PROVISION IN THE EVENT OF LITIGATION. NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

Unless otherwise required under a Loan Agreement, if applicable, and as long as any indebtedness evidenced by this Promissory Note, as modified by this Agreement remains outstanding or as long as Bank remains obligated to make advances, the undersigned shall furnish annually an updated financial statement in a form satisfactory to Bank, which, when delivered shall be the property of the Bank. Further, the undersigned agree to provide any and all documentation requested by the Bank in order to verify the identity of the undersigned in accordance with the USA Patriot Act.

(SIGNATURES ON FOLLOWING PAGE)

NOTE MODIFICATION SIGNATURE PAGE

Account Number: 938920427

Note Number: 0001

Modification Amount 281,000.00

Modification Date: 09/22/2008

Notice of Right to Copy of Appraisal: If a 1-4 family residential dwelling is pledged as collateral for this Agreement, you, the undersigned, have a right to copy of the real estate appraisal report used in connection with your application for credit. You must forward your request to the Bank no later than 90 days after the date of this Agreement. In your request letter, please provide your name, mailing address, appraised property address, the date of this Agreement, and the account and note numbers shown on the front of this Agreement.

IN WITNESS WHEREOF, the undersigned, on the day and year first written above, has caused this instrument to be executed under seal.

If Borrower Is a Corporation:

WITNESS:

NAME OF CORPORATION

By: _____ (SEAL)

Title: _____

By: _____ (SEAL)

Title: _____

If Borrower is a Partnership, Limited Liability Company, or Limited Liability Partnership:

WITNESS:

Samuel Dan

RYDIGO LTD LLC

NAME OF PARTNERSHIP, LLC, OR LLP

By: [Signature] (SEAL)

Title: Manager

By: _____ (SEAL)

Title: _____

By: _____ (SEAL)

Title: _____

If Borrower is an individual:

WITNESS:

(SEAL)

Additional Borrowers and Debtors/Grantors/Guarantors:

WITNESS:

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Mailed INDIGO LTD LLCAddress P.O. BOX 4567PAWLEYS ISLAND, SC 29585-0000000000427

Customer Number

00001

Note Number

BB&T

NOTE MODIFICATION AGREEMENT

\$ 250,000.00
Original Amount of Note10/22/2007
Original Date\$ 250,000.00
Modification Amount10/13/2009
Modification Date

This Note Modification Agreement (hereinafter Agreement) is made and entered into this 13th day of October, 2009, by and between INDIGO LTD LLC, master(s), co-maker(s), endorser(s), or other obligor(s) on the Promissory Note (as defined below), hereinafter also referred to jointly and severally as Borrower(s); Branch Banking and Trust Company, a North Carolina banking corporation, hereinafter referred to as Bank; and

owners other than Borrower(s) (if any) of any property pledged to secure performance of Borrower(s)'s obligations to Bank, hereinafter referred to jointly and severally as Debtor(s)/Grantor(s).

Witnesseth: Whereas, Borrower(s) has previously executed a Promissory Note payable to Bank, which Promissory Note includes the original Promissory Note and all renewals, extensions and modifications thereof, collectively "Promissory Note", said Promissory Note being more particularly identified by description of the original note above; and Borrower(s) and Bank agree that said Promissory Note be modified only to the limited extent as is hereinafter set forth; that all other terms, conditions, and covenants of said Promissory Note remain in full force and effect, and that all other obligations and covenants of Borrower(s), except as herein modified, shall remain in full force and effect, and binding between Borrower(s) and Bank; and Whereas Debtor(s)/Grantor(s), if different from Borrower(s), has agreed to the terms of this modification; NOW THEREFORE, in mutual consideration of the premises, the sum of Ten Dollars (\$10) and other good and valuable consideration, each to the other parties paid, the parties hereto agree that said Promissory Note is amended as hereinafter described:

☐ Borrower shall pay a prepayment fee as set forth in the Prepayment Fee Addendum attached hereto.

INTEREST RATE, PRINCIPAL AND INTEREST PAYMENT TERM MODIFICATIONS (To the extent no change is made, existing terms continue. Sections not completed are deleted.)

Interest shall accrue from the date hereof on the unpaid principal balance outstanding from time to time at the:

☐ Fixed Rate of _____ % per annum.

☒ Variable rate of the Bank's Prime Rate plus 0.000 % per annum to be adjusted _____ Daily as the Bank's Prime Rate changes.

☒ As of the Modification Date, any fixed, floating, or average maximum rate and fixed minimum rate in effect by virtue of the Promissory Note(s) are hereby deleted. If checked here ☒ the interest rate will not exceed a(n) ☒ fixed ☐ average maximum rate of 99.000 % or a ☐ floating maximum rate of the greater of _____ % or the Bank's Prime Rate; and the interest rate will not decrease below a fixed minimum rate of 4.000 %. If an average maximum rate is specified, a determination of any required reimbursement of interest by Bank will be made: ☐ when the Note is repaid in full by Borrower ☐ annually beginning on _____.

Principal and interest are payable as follows:

☒ Principal (plus any accrued interest not otherwise scheduled herein) } is due in full at maturity on 01/13/2010
☐ Principal plus accrued interest }
☐ Payable in consecutive _____ installments of ☐ Principal } commencing on _____
☐ Principal and interest }

and continuing on the same day of each calendar period thereafter, in _____ equal payments of \$ _____, with one final payment of all remaining principal and accrued interest due on _____.

☐ Choice Line Payment Option: 2% of outstanding balance is payable monthly commencing on _____ and continuing on the same day of each month thereafter, with one final payment of all remaining principal and accrued interest due on _____.

☒ Accrued interest is payable Monthly commencing on November 13, 2009 and continuing on the same day of each calendar period thereafter, with one final payment of all remaining interest due on January 13, 2010.

☐ Bank reserves the right in its sole discretion to adjust the fixed payment due hereunder _____ on _____ and continuing on the same day of each calendar period thereafter, in order to maintain an amortization period of no more than _____ months from the date of the initial principal payment due hereunder. Borrower understands the payment may increase if interest rates increase.

☐ At the Borrower's request, the Bank has agreed to readvance the principal amount of \$ _____. The outstanding principal balance under the Promissory Note prior to the readvance is \$ _____, making the total outstanding principal balance now due under the Promissory Note and this Agreement to be \$ _____ ("Modification Amount").

☐ _____
☐ _____
☐ Borrower hereby authorizes Bank to automatically debit from its demand deposit or savings account(s) with Bank or other bank, any payment(s) due under this Note on the date(s) due. Borrower shall provide appropriate account number(s) for account(s) at Bank or other bank.

The following scheduled payment(s) is (are) deferred:

☐ \$ _____ principal } payment(s) due on _____
☐ \$ _____ interest }

is (are) hereby deferred. Payments will resume on _____ according to the schedule contained herein or to the existing schedule (if no other changes are made herein).

ACCOUNTS / NOTES

9521820427 00001

1373SC (0000)



Page 1 of 4

The Borrower(s) promises to pay Bank, or order, a late fee in the amount of five percent (5%) of any installment past due for ten (10) or more days. Where any installment payment is past due for ten (10) or more days, subsequent payments shall first be applied to the past due balance. In addition, the undersigned shall pay to Bank a returned payment fee if the undersigned or any other obligor hereon makes any payment at any time by check or other instrument, or by any electronic means, which is returned to Bank because of nonpayment due to non-sufficient funds.

COLLATERAL: ☐ The Promissory Note, as modified, and the performance of the terms of any agreement or instrument relating to, evidencing, or securing the Promissory Note, as modified, shall be additionally secured by collateral hereinafter described. A new security instrument shall be executed by Borrower(s), and/or Debtor(s)/Grantor(s), and all other steps necessary to perfect or record the Bank's lien with priority acceptable to Bank shall be taken. In addition to Bank's right of off-set and to any liens and security interests granted to Bank in the Agreements, the undersigned hereby grants to Bank a security interest in all of its depository accounts with and investment property held by Bank, which shall serve as collateral for the indebtedness and obligations evidenced by this Note.

Deed(s) of Trust / Mortgage(s) granted in favor of Bank as beneficiary / mortgagee:

☐ dated _____ in the maximum principal amount of \$ _____
granted by _____

☐ dated _____ in the maximum principal amount of \$ _____
granted by _____

Security Agreement(s) granting a security interest to Bank:

☐ dated _____ given by _____

☐ dated _____ given by _____

☐ Securities Account Pledge and Security Agreement dated _____, executed by _____

☐ Control Agreement(s) dated _____, covering ☐ Deposit Account(s) ☐ Investment Property
☐ Letter of Credit Rights ☐ Electronic Chattel Paper

☐ Assignment of Certificate of Deposit, Security Agreement, and Power of Attorney (for Certificated Certificates of Deposit) dated _____, executed by _____

☐ Pledge and Security Agreement for Publicly Traded Certificated Securities dated _____, executed by _____

☐ Assignment of Life Insurance Policy as Collateral dated _____, executed by _____

☐ Loan Agreement dated _____, executed by Borrower and ☐ Guarantor(s).

☐ _____

☐ _____

☐ The collateral hereinafter described shall be and hereby is deleted as security interest for payment of the aforesaid Promissory Note:

OTHER:

If the Promissory Note being modified by this Agreement is signed by more than one person or entity, the modified Promissory Note shall be the joint and several obligation of all signers and the property and liability of each and all of them. It is expressly understood and agreed that this Agreement is a modification only and not a novation. The original obligation of the Borrower(s) as evidenced by the Promissory Note above described is not extinguished hereby. It is also understood and agreed that except for the modification(s) contained herein said Promissory Note, and any other Loan Documents or Agreements evidencing, securing or relating to the Promissory Note and all singular terms and conditions thereof, shall be and remain in full force and effect. This Agreement shall not release or affect the liability of any co-makers, obligors, endorsers or guarantors of said Promissory Note. Borrower and Debtor(s)/Grantor(s), if any, jointly and severally consent to the terms of this Agreement, waive any objection thereto, affirm any and all obligations to Bank and certify that there are no defenses or offsets against said obligations or the Bank, including without limitation the Promissory Note. Bank expressly reserves all rights as to any party with right of recourse on the aforesaid Promissory Note.

In the event periodic accruals of interest shall exceed any periodic fixed payment amount described above, the fixed payment amount shall be immediately increased or supplemental interest payments required on the same periodic basis as specified above (increased fixed payments or supplemental payments to be determined in the Bank's sole discretion), in such amounts and at such times as shall be necessary to pay all accruals of interest for the period and all accruals of unpaid interest from previous periods. Such adjustments to the fixed payment amount or supplemental payments shall remain in effect for so long as any interest accruals shall exceed the original fixed payment amount and shall be further adjusted upward or downward to reflect changes in any variable interest rate based on an index such as the Bank's Prime Rate; provided that unless elected otherwise above, the fixed payment amount shall not be reduced below the original fixed payment amount. However, Bank shall have the right, in its sole discretion, to lower the fixed payment amount below the original payment amount. Notwithstanding any other provision contained in this agreement, in no event shall the provisions of this paragraph be applicable to any Promissory Note which requires disclosures pursuant to the Consumer Protection Act (Truth-in-Lending Act, 15 USC § 1601, et seq., as implemented by Regulation Z.

Borrower agrees that the only interest charge is the interest actually stated in this Note, and that any loan or origination fee shall be deemed charges rather than interest, which charges are fully earned and non-refundable. It is further agreed that any late charges are not a charge for the use of money but are imposed to compensate Bank for some of the administrative services, costs and losses associated with any delinquency or default under this Note, and said charges shall be fully earned and non-refundable when accrued. All other charges imposed by Bank upon Borrower in connection with this Note and the loan including, without limitation, any commitment fees, loan fees, facility fees, origination fees, discount points, default and late charges, prepayment fees, statutory attorneys' fees and reimbursements for costs and expenses paid by Bank to third parties or for damages incurred by Bank are and shall be deemed to be charges made to compensate Bank for underwriting and administrative services and costs, other services, and costs or losses incurred and to be incurred by Bank in connection with this Note and the loan and shall under no circumstances be deemed to be charges for the use of money. All such charges shall be fully earned and non-refundable when due.

The Bank may, at its option, charge any fee for the modification, renewal, extension, or amendment of any of the terms of the Promissory Note(s) as permitted by applicable law.

In the words "Prime Rate", "Bank Prime Rate", "BB&T Prime Rate", "Bank's Prime Rate" or "BB&T's Prime Rate" are used in this Agreement, they shall refer to the rate announced by the Bank from time to time as its Prime Rate. The Bank makes loans both above and below the Prime Rate and uses indexes other than the Prime Rate. Prime Rate is the name given a rate index used by the Bank and does not in itself constitute a representation of any preferred rate or treatment.

Unless otherwise provided herein, it is expressly understood and agreed by and between Borrower(s), Debtor(s)/Grantor(s) and Bank that any and all collateral (including but not limited to real property, personal property, fixtures, inventory, accounts, instruments, general intangibles, documents, chattel paper, and equipment) given as security to insure faithful performance by Borrower(s) and any other third party of any and all obligations to Bank, however created, whether now existing or hereafter arising, shall remain as security for the Promissory Note as modified hereby.

It is understood and agreed that if Bank has released collateral herein, it shall not be required or obligated to take any further steps to release said collateral from any lien or security interest unless Bank determines, in its sole discretion, that it may do so without consequence to its secured position and relative priority in other collateral; and unless Borrower(s) bears the reasonable cost of such action. No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Bank, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same, or of any other right on any further occasion. Each of the parties signing this Agreement regardless of the time, order or place of signing waives presentment, demand, protest, and notices of every kind, and assents to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions, exchanges or releases of collateral if at any time there is available to the Bank collateral for the Promissory Note, as amended, and to the additions or releases of any other parties or persons primarily or secondarily liable. Whenever possible the provisions of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is prohibited by or invalid under such law, such provision shall be ineffective to the extent of any such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All rights and obligations arising hereunder shall be governed by and construed in accordance with the laws of the same state which governs the interpretation and enforcement of the Promissory Note.

From and after any event of default under this Agreement, the Promissory Note, or any related deed of trust, security agreement or loan agreement, interest shall accrue on the sum of the principal balance and accrued interest then outstanding at the variable rate equal to the Bank's Prime Rate plus 5% per annum ("Default Rate"), provided that such rate shall not exceed at any time the highest rate of interest permitted by the laws of the State of South Carolina; and further that such rate shall apply after judgment. In the event of any default, the then remaining unpaid principal amount and accrued but unpaid interest then outstanding shall bear interest at the Default Rate until such principal and interest have been paid in full. Bank shall not be obligated to accept any check, money order, or other payment instrument marked "payment in full" on any disputed amount due hereunder, and Bank expressly reserves the right to reject all such payment instruments. Borrower agrees that tender of its check or other payment instrument so marked will not satisfy or discharge its obligation under this Note, disputed or otherwise, even if such check or payment instrument is inadvertently processed by Bank unless in fact such payment is in fact sufficient to pay the amount due hereunder.

WAIVER OF TRIAL BY JURY. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS AGREEMENT, THE PROMISSORY NOTE OR ANY LOAN DOCUMENT EXECUTED IN CONNECTION HEREWITH OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN THE UNDERSIGNED AND BANK. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BANK TO MAKE THE LOAN EVIDENCED BY THE PROMISSORY NOTE AND THIS AGREEMENT. FURTHER, THE UNDERSIGNED HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BANK WOULD NOT SEEK TO ENFORCE THIS WAIVER OR RIGHT TO JURY TRIAL PROVISION IN THE EVENT OF LITIGATION. NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

Unless otherwise required under a Loan Agreement, if applicable, and as long as any indebtedness evidenced by this Promissory Note, as modified by this Agreement remains outstanding or as long as Bank remains obligated to make advances, the undersigned shall furnish annually an updated financial statement in a form satisfactory to Bank, which, when delivered shall be the property of the Bank. Further, the undersigned agree to provide any and all documentation requested by the Bank in order to verify the identity of the undersigned in accordance with the USA Patriot Act.

(SIGNATURES ON FOLLOWING PAGE)

NOTE MODIFICATION SIGNATURE PAGEBorrower: INDIGOLD LTD LLC

Note Number: 00001

Modification Date: 10/13/2009

Notice of Right to Copy of Appraisal: If a 1-4 family residential dwelling is pledged as collateral for this Agreement, you, the undersigned, have a right to copy of the real estate appraisal report used in connection with your application for credit. You must forward your request to the Bank no later than 90 days after the date of this Agreement. In your request letter, please provide your name, mailing address, appraised property address, the date of this Agreement, and the account and note numbers shown on the front of this Agreement.

IN WITNESS WHEREOF, the undersigned, on the day and year first written above, has caused this instrument to be executed under seal.

If Borrower is a Corporation:

WITNESS:

NAME OF CORPORATION

By: _____ (SEAL)

Title: _____

By: _____ (SEAL)

The _____

If Borrower is a Partnership, Limited Liability Company, or Limited Liability Partnership:

WITNESS:

90100 LTD LLC

NAME OF PARTNER: SP. LLC, OR L.P.

By: [Signature] (SEAL)

FLANNERY
Member & Manager

Title: Member & Manager

By: _____ : _____ (SEAL)

Title: _____

By: _____ (SEAL)

Title: _____

If Borrower is an individual:

WITNESS:

(SEAL)

Additional Borrowers and Debtors/Grantors/Guarantors:

WITNESS:

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

COPY

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

)
) IN THE COURT OF COMMON PLEAS
)

Branch Banking and Trust Company,
Plaintiff,

Case No.: 10-CP-22-00952

v.

Indigo Limited, LLC,

Defendant.

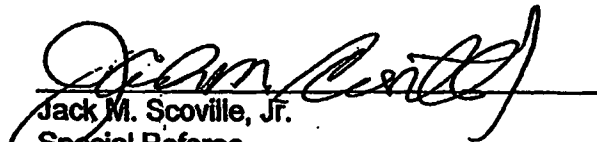
ORDER FOR DEFICIENT
JUDGMENT

ALMA Y. WHITE
CLERK OF COURT

FILED
GEORGETOWN COUNTY, S.C.
2010 DEC 21 PM 1:49

Upon considering the Report on Sale and Disbursement filed by The Honorable Jack M. Scoville, Jr., as Special Referee in the above case, and upon considering the Order of this court dated December 10, 2010, confirming said Report,

IT IS ORDERED that the Plaintiff have judgment against the Defendant Indigo Limited, LLC in the sum of Two Hundred Thirty-One Thousand Six Hundred Sixty-Five and 27/100 Dollars (\$231,665.27), which amount includes the costs of this action.


Jack M. Scoville, Jr.
Special Referee

Georgetown, South Carolina.

December 10, 2010

Calculation of Deficiency Amount

Total Debt:	\$	256,098.19
Plus: Commission	+	250.00
Publication Costs	+	262.08
Bid Fee	+	55.00
Less: Bid Amount	-	25,000.00
Deficiency	\$	231,665.27



GUARANTY AGREEMENT

BRANCH BANKING AND TRUST COMPANY

10/02/2007

MYRTLE BEACH, SC

Dear Sirs:

As an inducement to Branch Banking and Trust Company ("Bank") to extend credit to and to otherwise deal with

INDIGO LIMITED, LLC

("Borrower").

and in consideration thereof, the undersigned (and each of the undersigned jointly and severally if more than one) hereby absolutely and unconditionally guarantees to Bank and its successors and assigns the due and punctual payment of any and all notes, drafts, debts, obligations and liabilities, primary or secondary (whether by way of endorsement or otherwise), of Borrower, at any time, now or hereafter, incurred with or held by Bank, together with interest, as and when the same become due and payable, whether by acceleration or otherwise, in accordance with the terms of any such notes, drafts, debts, obligations or liabilities or agreements evidencing any such indebtedness, obligation or liability including all renewals, extensions and modifications thereof. The obligation of the undersigned is a guarantee of payment and not of collection.

The undersigned is Bank's debtor for all indebtedness, obligations and liabilities for which this Guaranty is made, and Bank shall also at all times have a lien on and security interest in all stocks, bonds and other securities of the undersigned at any time in Bank's possession and the same shall at Bank's option be held, administered and disposed of as collateral to any such indebtedness, obligation or liability of the Borrower, and Bank shall also at all times have the right of set-off against any deposit account of the undersigned with Bank in the same manner and to the same extent that the right of set-off may exist against the Borrower.

It is understood that any such notes, drafts, debts, obligations and liabilities may be accepted or created by or with Bank at any time and from time to time without notice to the undersigned, and the undersigned hereby expressly waives presentment, demand, protest, and notice of dishonor of any such notes, drafts, debts, obligations and liabilities or other evidences of any such indebtedness, obligation or liability.

Bank may receive and accept from time to time any securities or other property as a collateral to any such notes, drafts, debts, obligations and liabilities, and may surrender, compromise, exchange and release absolutely the same or any part thereof at any time without notice to the undersigned and without in any manner affecting the obligation and liability of the undersigned hereby created. The undersigned agrees that Bank shall have no obligation to protect, perfect, secure or insure any security interests, liens or encumbrances now or hereafter held for the indebtedness, obligations and liabilities for which this Guaranty is made.

This obligation and liability on the part of the undersigned shall be a primary, and not a secondary, obligation and liability, payable immediately upon demand without recourse first having been had by Bank against the Borrower or any other guarantor, person, firm or corporation, and without first resorting to any property held by Bank as collateral security; and the undersigned hereby waives the benefits of all provisions of law, for stay or delay of execution or sale of property or other satisfaction of judgment against the undersigned on account of obligation and liability hereunder until judgment be obtained therefor against the Borrower and execution thereon returned unsatisfied, or until it is shown that the Borrower has no property available for the satisfaction of the indebtedness, obligation or liability guaranteed hereby, or until any other proceedings can be had; and the undersigned further agrees that the undersigned is responsible for any obligation or debt, or portion thereof, of the Borrower to the Bank which has been paid by the Borrower to the Bank and which the Bank is subsequently required to return to the Borrower or a trustee for the Borrower in any bankruptcy or insolvency proceeding; and the undersigned further agrees that none of the undersigned shall have any right of subrogation, reimbursement or indemnity whatsoever, nor any right of recourse to security for the debts and obligations of the Borrower to Bank unless and until all of the debts and obligations of the Borrower to Bank have been paid in full. The undersigned hereby waives any claim or right to be a creditor of the Borrower's bankruptcy estate which may arise upon payment by the undersigned of any obligation under this Guaranty.

Check applicable box:

- ☒ This Guaranty is unlimited and applies to all indebtedness of Borrower, whether now existing or hereafter arising.
- ☐ This Guaranty applies to all indebtedness of Borrower evidenced by its promissory note/line number _____ dated _____ (including all extensions, renewals, and modifications thereof) in the principal amount of \$ _____.
- ☐ This Guaranty is limited to an amount of \$ _____ plus accrued interest, late fees, costs of collection (including attorneys' fees) and all other obligations and indebtedness which may accrue or be incurred with respect to the Borrower's indebtedness and obligations to Bank.

To secure the payment of all obligations of the undersigned hereunder, the undersigned hereby grants a security interest and lien in the following goods and property owned by the undersigned:

("Collateral").

The undersigned hereby agrees to execute and deliver to Bank any security agreement, deed of trust, mortgage, UCC financing statement, or other document required by the Bank in order to protect its security interest or lien in the Collateral. This document shall constitute a security agreement under the Uniform Commercial Code of South Carolina ("Code"), and in addition to having all other legal rights and remedies, the Bank shall have all rights and remedies of a secured party under the Code.

ACCOUNT# / NOTE#
 9521820427 00001

1457SC (0704)



eh
 Initials

Page 1 of 4

This agreement shall inure to the benefit of Bank, its successors and assigns, and the owners and holders of any of the indebtedness, obligations and liabilities hereby guaranteed, and shall remain in force until a written notice revoking it has been received by Bank; but such revocation shall not release the undersigned from liability to Bank, its successors and assigns, or the owners and holders of any of the indebtedness, obligations and liabilities hereby guaranteed, for any indebtedness, obligation or liability of the Borrower which is hereby guaranteed and then in existence or from any renewals, extensions or modifications thereof in whole or in part, whether such renewals, extensions or modifications are made before or after such revocation, with or without notice to the undersigned. The undersigned waives presentment, demand, protest and notices of every kind and assents to any one or more extensions, modifications, renewals or postponements of the time or amount of payment or any other indulgences given to Borrower. The undersigned shall be responsible for and shall reimburse the Bank for all costs and expenses incurred by the Bank in connection with the enforcement of this Guaranty or the protection or preservation of any right or claim of the Bank in connection herewith, including without limitation costs and expenses incurred by the Bank in connection with its attempts to collect the indebtedness, obligations, and liabilities guaranteed hereby. Cost and expenses shall include reasonable attorneys' fees which the undersigned agrees shall be equal to 15% of the principal and interest outstanding at the time of action by Lender described above, unless the actual attorney fees incurred, based upon Bank's counsel's normal hourly fees chargeable to Bank, shall be greater than 15% of principal and interest in which case such billed amount based on such hourly rate shall be the attorneys' fee payable hereunder.

If the Borrower is a corporation, this instrument covers all indebtedness, obligations and liabilities to Bank purporting to be made or undertaken on behalf of such corporation by any such officer or agent of said corporation without regard to the actual authority of such officer or agent. The term "corporation" shall include associations of all kinds and all purported corporations, whether correctly and legally chartered and organized.

The undersigned warrants, and represents to the Bank that: (i) this Guaranty is its legally binding obligation, enforceable against the undersigned in accordance with its terms; (ii) the execution and delivery of this Guaranty does not violate or constitute a breach of any agreement to which the undersigned is a party; (iii) that there is no litigation, claim, action or proceeding pending or, to the best knowledge of the undersigned, threatened against the undersigned which would materially adversely affect the financial condition of the undersigned or his/her ability to fulfill his/her obligations hereunder; (iv) that the undersigned has knowledge of the Borrower's financial condition and affairs; and (v) unless otherwise required in a Loan Agreement, if applicable, as long as any Obligations remain outstanding or as long as Bank remains obligated to make advances, the undersigned shall furnish annually an updated financial statement in a form satisfactory to Bank, which, when delivered shall be the property of Bank.

This Guaranty is made in and shall be construed in accordance with the laws and judicial decisions of the State of South Carolina. The undersigned agrees that any dispute arising out of this Guaranty shall be adjudicated in either the state or federal courts of South Carolina and in no other forum. For that purpose, the undersigned hereby submits to the jurisdiction of the state and/or federal courts of South Carolina. The undersigned waives any defense that venue is not proper for any action brought in any federal or state court in the State of South Carolina.

WAIVER OF TRIAL BY JURY. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS GUARANTY OR THE BORROWER'S NOTE(S), AND THE RELATED LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN THE UNDERSIGNED AND THE BANK OR THE BORROWER AND THE BANK. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BANK TO ACCEPT THIS GUARANTY AND TO MAKE THE LOAN(S) TO THE BORROWER. FURTHER, THE UNDERSIGNED HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BANK WOULD NOT SEEK TO ENFORCE THIS WAIVER OR RIGHT TO JURY TRIAL PROVISION IN THE EVENT OF LITIGATION. NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

SIGNATURES ON FOLLOWING PAGE

Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgement 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. **TO THE FULLEST EXTENT PERMITTED BY LAW AND AS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN, GUARANTOR 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.**

Witness the signature and seal of each of the undersigned.

If Guarantor is a Corporation:

WITNESS:

_____	NAME OF CORPORATION
_____	By: _____ (SEAL)
_____	Title: _____
_____	By: _____ (SEAL)
_____	Title: _____

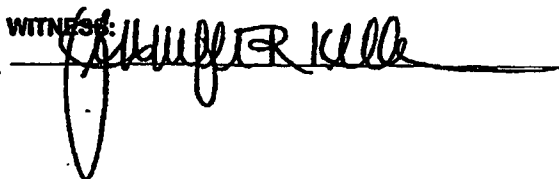
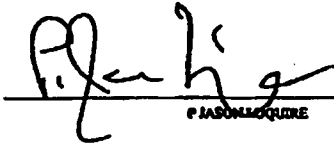
If Guarantor is a Partnership, Limited Liability Company, or Limited Liability Partnership :

WITNESS:

_____	NAME OF PARTNERSHIP, LLC OR LLP
_____	By: _____ (SEAL)
_____	GENERAL PARTNER OR MANAGER
_____	By: _____ (SEAL)
_____	GENERAL PARTNER OR MANAGER
_____	By: _____ (SEAL)
_____	GENERAL PARTNER OR MANAGER

If Guarantor is an Individual

WITNESS:

	
	_____ JASON MCGUIRE

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw the within-named _____, a South Carolina corporation, by _____, its _____, sign, seal and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned and that s/he together with the other witness that witnessed the execution thereof.

SWORN TO and subscribed before me this _____ day of _____.

Witness

(SEAL)

Notary Public for South Carolina

My commission expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw the within-named _____, a South Carolina general partnership, by _____, its general partner, sign, seal and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned and that s/he together with the other witness whose signature appears above, witnessed the execution thereof.

SWORN TO and subscribed before me this _____ day of _____.

Witness

(SEAL)

Notary Public for South Carolina

My commission expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw _____, a South Carolina limited liability company / limited partnership that by _____, its member or manager / general partner, sign, seal and as its act and deed, and deliver the foregoing within-written instrument for the uses and purposes therein mentioned and that s/he together with the other witness witnessed the execution thereof.

SWORN TO and subscribed before me this _____ day of _____.

Witness

(SEAL)

Notary Public for South Carolina

My commission expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF Georgetown

PROBATE

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw the within-named P. Jason Lugline, sign, seal and as his/her act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he together with the other witness whose signature appears above, witnessed the execution thereof.

SWORN TO and subscribed before me this 2nd day of Oct., 2007.

Witness

(SEAL)

Notary Public for South Carolina

My commission expires: 6/10/2012



GUARANTY AGREEMENT

BRANCH BANKING AND TRUST COMPANY
BB&T FINANCIAL, FSB

09/22/2008

MURRELLS INLET, SC

Dear Sirs:

As an inducement to Branch Banking and Trust Company and/or BB&T Financial, FSB (collectively "Bank") to extend credit to and to otherwise deal with
INDIGO LTD LLC

("Borrower"), and in consideration thereof, the undersigned (and each of the undersigned jointly and severally if more than one) hereby absolutely and unconditionally guarantees to Bank and its successors and assigns the due and punctual payment of any and all notes, drafts, debts, obligations and liabilities, primary or secondary (whether by way of endorsement or otherwise), of Borrower, at any time, now or hereafter, incurred with or held by Bank, together with interest, as and when the same become due and payable, whether by acceleration or otherwise, in accordance with the terms of any such notes, drafts, debts, obligations or liabilities or agreements evidencing any such indebtedness, obligation or liability including all renewals, extensions and modifications thereof. The obligation of the undersigned is a guarantee of payment and not of collection.

The undersigned is Bank's debtor for all indebtedness, obligations and liabilities for which this Guaranty is made, and Bank shall also at all times have a lien on and security interest in all stocks, bonds and other securities of the undersigned at any time in Bank's possession and the same shall at Bank's option be held, administered and disposed of as collateral to any such indebtedness, obligation or liability of the Borrower, and Bank shall also at all times have the right of set-off against any deposit account of the undersigned with Bank in the same manner and to the same extent that the right of set-off may exist against the Borrower.

It is understood that any such notes, drafts, debts, obligations and liabilities may be accepted or created by or with Bank at any time and from time to time without notice to the undersigned, and the undersigned hereby expressly waives presentment, demand, protest, and notice of dishonor of any such notes, drafts, debts, obligations and liabilities or other evidences of any such indebtedness, obligation or liability.

Bank may receive and accept from time to time any securities or other property as a collateral to any such notes, drafts, debts, obligations and liabilities, and may surrender, compromise, exchange and release absolutely the same or any part thereof at any time without notice to the undersigned and without in any manner affecting the obligation and liability of the undersigned hereby created. The undersigned agrees that Bank shall have no obligation to protect, perfect, secure or insure any security interests, liens or encumbrances now or hereafter held for the indebtedness, obligations and liabilities for which this Guaranty is made.

This obligation and liability on the part of the undersigned shall be a primary, and not a secondary, obligation and liability, payable immediately upon demand without recourse first having been had by Bank against the Borrower or any other guarantor, person, firm or corporation, and without first resorting to any property held by Bank as collateral security; and the undersigned hereby waives the benefits of all provisions of law, for stay or delay of execution or sale of property or other satisfaction of judgment against the undersigned on account of obligation and liability hereunder until judgment be obtained therefor against the Borrower and execution thereon returned unsatisfied, or until it is shown that the Borrower has no property available for the satisfaction of the indebtedness, obligation or liability guaranteed hereby, or until any other proceedings can be had; and the undersigned further agrees that the undersigned is responsible for any obligation or debt, or portion thereof, of the Borrower to the Bank which has been paid by the Borrower to the Bank and which the Bank is subsequently required to return to the Borrower or a trustee for the Borrower in any bankruptcy or insolvency proceeding; and the undersigned further agrees that none of the undersigned shall have any right of subrogation, reimbursement or indemnity whatsoever, nor any right of recourse to security for the debts and obligations of the Borrower to Bank unless and until all of the debts and obligations of the Borrower to Bank have been paid in full. The undersigned hereby waives any claim or right to be a creditor of the Borrower's bankruptcy estate which may arise upon payment by the undersigned of any obligation under this Guaranty.

Check applicable box:

- ☒ This Guaranty is unlimited and applies to all indebtedness of Borrower, whether now existing or hereafter arising.
- ☐ This Guaranty applies to all indebtedness of Borrower evidenced by its promissory note/line number _____ dated _____ (including all extensions, renewals, and modifications thereof) in the principal amount of \$ _____.
- ☐ This Guaranty is limited to an amount of \$ _____ plus accrued interest, late fees, costs of collection (including attorneys' fees) and all other obligations and indebtedness which may accrue or be incurred with respect to the Borrower's promissory note/line number _____ dated _____ (including all extensions, renewals, and modifications thereof) in the principal amount of \$ _____.
- ☐ This Guaranty is limited to an amount of \$ _____ plus accrued interest, late fees, costs of collection (including attorneys' fees) and all other obligations and indebtedness which may accrue or be incurred with respect to the Borrower's indebtedness and obligations to Bank.

To secure the payment of all obligations of the undersigned hereunder, the undersigned hereby grants a security interest and lien in the following goods and property owned by the undersigned:

(*Collateral)

ACCOUNT# / NOTE#
9521820427 00001

1457SC (0804)



Initials:

AKH

Page 1 of 4

The undersigned hereby agrees to execute and deliver to Bank any security agreement, deed of trust, mortgage, UCC financing statement, or other document required by the Bank in order to protect its security interest or lien in the Collateral. This document shall constitute a security agreement under the Uniform Commercial Code of South Carolina ("Code"), and in addition to having all other legal rights and remedies, the Bank shall have all rights and remedies of a secured party under the Code.

This agreement shall inure to the benefit of Bank, its successors and assigns, and the owners and holders of any of the indebtedness, obligations and liabilities hereby guaranteed, and shall remain in force until a written notice revoking it has been received by Bank; but such revocation shall not release the undersigned from liability to Bank, its successors and assigns, or the owners and holders of any of the indebtedness, obligations and liabilities hereby guaranteed, for any indebtedness, obligation or liability of the Borrower which is hereby guaranteed and then in existence or from any renewals, extensions or modifications thereof in whole or in part, whether such renewals, extensions or modifications are made before or after such revocation, with or without notice to the undersigned. The undersigned waives presentment, demand, protest and notices of every kind and assents to any one or more extensions, modifications, renewals or postponements of the time or amount of payment or any other indulgences given to Borrower. The undersigned shall be responsible for and shall reimburse the Bank for all costs and expenses incurred by the Bank in connection with the enforcement of this Guaranty or the protection or preservation of any right or claim of the Bank in connection herewith, including without limitation costs and expenses incurred by the Bank in connection with its attempts to collect the indebtedness, obligations, and liabilities guaranteed hereby. Cost and expenses shall include reasonable attorneys' fees which the undersigned agrees shall be equal to 15% of the principal and interest outstanding at the time of action by Lender described above, unless the actual attorney fees incurred, based upon Bank's counsel's normal hourly fees chargeable to Bank, shall be greater than 15% of principal and interest in which case such billed amount based on such hourly rate shall be the attorneys' fees payable hereunder.

If the Borrower is a corporation, this instrument covers all indebtedness, obligations and liabilities to Bank purporting to be made or undertaken on behalf of such corporation by any such officer or agent of said corporation without regard to the actual authority of such officer or agent. The term "corporation" shall include associations of all kinds and all purported corporations, whether correctly and legally chartered and organized.

The undersigned warrants, and represents to the Bank that: (i) this Guaranty is its legally binding obligation, enforceable against the undersigned in accordance with its terms; (ii) the execution and delivery of this Guaranty does not violate or constitute a breach of any agreement to which the undersigned is a party; (iii) that there is no litigation, claim, action or proceeding pending or, to the best knowledge of the undersigned, threatened against the undersigned which would materially adversely affect the financial condition of the undersigned or his/her ability to fulfill his/her obligations hereunder; (iv) that the undersigned has knowledge of the Borrower's financial condition and affairs; and (v) unless otherwise required in a Loan Agreement, if applicable, as long as any Obligations remain outstanding or as long as Bank remains obligated to make advances, the undersigned shall furnish annually an updated financial statement in a form satisfactory to Bank, which, when delivered shall be the property of Bank.

This Guaranty is made in and shall be construed in accordance with the laws and judicial decisions of the State of South Carolina. The undersigned agrees that any dispute arising out of this Guaranty shall be adjudicated in either the state or federal courts of South Carolina and in no other forum. For that purpose, the undersigned hereby submits to the jurisdiction of the state and/or federal courts of South Carolina. The undersigned waives any defense that venue is not proper for any action brought in any federal or state court in the State of South Carolina.

WAIVER OF TRIAL BY JURY. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS GUARANTY OR THE BORROWER'S NOTE(S), AND THE RELATED LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN THE UNDERSIGNED AND THE BANK OR THE BORROWER AND THE BANK. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BANK TO ACCEPT THIS GUARANTY AND TO MAKE THE LOAN(S) TO THE BORROWER. FURTHER, THE UNDERSIGNED HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BANK WOULD NOT SEEK TO ENFORCE THIS WAIVER OR RIGHT TO JURY TRIAL PROVISION IN THE EVENT OF LITIGATION. NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

SIGNATURES ON FOLLOWING PAGE

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw the within-named _____, a South Carolina corporation, by _____, its _____, sign, seal and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned and that s/he together with the other witness that witnessed the execution thereof.

SWORN TO and subscribed before me this _____ day of _____, _____
Witness

(SEAL)
Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw the within-named _____, a South Carolina general partnership, by _____, its general partner, sign, seal and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned and that s/he together with the other witness whose signature appears above, witnessed the execution thereof.

SWORN TO and subscribed before me this _____ day of _____, _____
Witness

(SEAL)
Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw _____, a South Carolina limited liability company / limited partnership that by _____, its member or manager / general partner, sign, seal and as its act and deed, and deliver the foregoing within-written instrument for the uses and purposes therein mentioned and that s/he together with the other witness witnessed the execution thereof.

SWORN TO and subscribed before me this _____ day of _____, _____
Witness

(SEAL)
Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw the within-named _____, sign, seal and as his/her act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he together with the other witness whose signature appears above, witnessed the execution thereof.

SWORN TO and subscribed before me this _____ day of _____, _____
Witness

(SEAL)
Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF GEORGETOWN)

Branch Banking and Trust) CA No.: 2011-CP-22-01330
Company,)

Plaintiff(s),)

vs.)

P. Jason Luquire,)

Defendant(s).)

AMENDED ANSWER BY
DEFENDANT P. JASON
LUQUIRE TO AMENDED
COMPLAINT

ALMA Y. WHITE
CLERK OF COURT

2012 OCT 22 AM 10:15

FILED
GEORGETOWN COUNTY, S.C.

The Defendant Jason Luquire ("Luquire"), by way of Amended Answer to the Plaintiff's Amended Complaint, alleges that:

1. Any allegation¹ not specifically admitted herein is denied.
2. Luquire admits the allegations of paragraphs 1, 2, 3, 4, 5, 6, 7 and 8.
3. The Defendant Luquire denies the allegations of paragraph 9.
4. The allegations of paragraphs 10, 19, 21 and 23 are procedural in nature, to the extent the allegations require a response, the allegations are denied.
5. The allegations of paragraphs 11-18 are denied.
6. The allegations of paragraph 20 are denied.
7. The allegations of paragraph 22 are denied.
8. Answering the allegations of paragraph 24, Luquire admits executing the two note modification agreements on behalf of Indigo Ltd., LLC, reference is craved to the actual documents for their terms.
9. The allegations of paragraph 25 are admitted.

COPY

¹ Any references to allegation(s) or paragraphs are to the Plaintiff's Amended Complaint unless otherwise stated.

10. Answering the allegations of paragraph 26, Luquire admits executing the guaranty agreements, and reference is craved thereto for their terms.
11. The allegations of paragraph 27 are admitted.
12. The allegations of paragraph 29 are denied.
13. The Plaintiff's prayer for relief is denied.

FOR A SECOND DEFENSE
AND BY WAY OF COUNTERCLAIM

14. The Plaintiff's waiver of right to appraisal obtained as a part of the loan transaction was contrary to law and against public policy.
15. The Plaintiff's note and mortgage contracts, and deficiency judgment, should be deemed invalid as contrary to law and policy.

FOR A THIRD DEFENSE
UNCLEAN HANDS

16. BB&T's loan documents included an invalid an illegal waiver of appraisal rights which is contrary to law and public policy.
17. BB&T has unclean hands by willfully including such a provision in its loan documents when it knew or should have known it violated public policy and the laws of the State of South Carolina.
18. BB&T took a lot valued at \$600,000 as collateral for a \$250,000 loan.
19. BB&T's officer, Chris Clark originally represented that no personal guarantee would be required.
20. BB&T also has unclean hands because its representatives misrepresented to Luquire their willingness to renew the note.
21. BB&T's unclean hands touch and concern this matter.
22. This court should bar enforcement of the guaranty because of BB&T's unclean hands.

FOR A FOURTH DEFENSE
MERGER/NONEXISTENT ENTITY

23. The Plaintiff brought a separate action (2010-CP-22-0952) and obtained a deficiency judgment against Indigo Limited, LLC which is not a legal entity. A copy of this judgment is attached to the Plaintiff's Amended Complaint as Exhibit C.

24. The Plaintiff was informed prior to obtaining this judgment that Indigo Limited, LLC was not a valid legal entity, but despite this, the Plaintiff proceeded with the foreclosure judgment, sale and obtained a deficiency judgment.

25. Luquire is informed and believes any liability on the note merged into the judgment against Indigo Limited, LLC and that Luquire cannot be held liable for any guaranty of a debt of a nonexistent entity.

26. The Plaintiff in this civil action is seeking a judgment on a personal guaranty allegedly applicable to an indebtedness which was the subject of civil action number 2010-CP-22-952.

27. The Plaintiff's judgment in civil action number 2010-CP-22-952 was rendered and entered only against Indigo Limited, LLC, formerly known as Indigo Mortgage, LLC, and that judgment merged any debt or claim due the Plaintiff on the indebtedness which was the subject of that civil action into that deficiency judgment against Indigo Limited, LLC.

28. The mortgage foreclosed in civil action number 2010-CP-22-952 has been cancelled and satisfied by judicial order and operation of law.

29. Any guarantee by the Defendant of the debt of Indigo Ltd, LLC, the existence and validity of which is denied, is void or of no effect because there is no debt due the Plaintiff by Indigo Ltd, LLC.

30. The Plaintiff is barred by judicial estoppel from maintaining that it is due any debt on account of the promissory note which was the subject of civil action number

2010-CP-22-952 other than that which may exist by virtue of the deficiency judgment entered on that note in civil action number 2010-CP-22-952.

31. The Defendant pleads the doctrines of merger and judicial estoppel as complete defenses to the Plaintiff's action to collect any indebtedness due on the note or mortgage which were the subject of civil action number 2010-CP-22-952.

FOR A FIFTH DEFENSE
(Lack of Delivery)

32. Upon information and belief that at closing, Luquire complained about the requirement for a personal guarantee and the closing attorney agreed after execution to "set aside" the personal guarantee until the dispute was resolved.

33. Upon information and belief that Luquire never gave his consent to delivery and therefore the guaranty is invalid.

WHEREFORE, having answered the Amended Complaint, Luquire prays that it be dismissed with prejudice.

TOBIAS G. WARD, JR., PA



Tobias G. Ward, Jr., SC Bar No.: 5826

P.O. Box 6138

Columbia, SC 29260

803-708-4200

Fax 803-403-8754

tw@tobywardlaw.com

October 17, 2012

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GEORGETOWN	)	
Branch Banking and Trust Company,	)	Case No.: 2011-CP-22-01330
	)	
Plaintiff,	)	
	)	
v.	)	
	)	REPLY TO AMENDED ANSWER
P. Jason Luquire,	)	AND COUNTERCLAIM
	)	
Defendant.	)	
	)	

Plaintiff Branch Banking and Trust Company ("BB&T") replies to the Amended Answer filed by Defendant P. Jason Luquire ("Luquire") as follows:

AS A FIRST DEFENSE

1. The allegations of the Amended Complaint are reiterated here.
2. Answering the allegations of paragraph 14, BB&T alleges that Luquire properly executed a waiver of appraisal rights as provided under S.C. Code Ann. § 29-3-680. BB&T denies any remaining allegations of paragraph 14.
3. BB&T denies the allegations of paragraph 15.
4. BB&T denies the allegations of paragraph 16. The waiver of appraisal rights executed by Luquire was valid.
5. BB&T denies the allegations of paragraph 17.
6. Answering the allegations of paragraph 18, BB&T refers to its note, mortgage and other loan documents and denies factual allegations inconsistent with those documents. BB&T admits accepting a mortgage on undeveloped land as security for the loan and a personal guaranty as further security.

7. BB&T denies the allegations of paragraph 19.
8. Answering the allegations of paragraph 20, BB&T admits the loan was modified, but denies any remaining allegations.
9. BB&T denies the allegations of paragraphs 21 and 22.
10. Answering the allegations of paragraph 23, BB&T admits it brought a separate action and obtained a deficiency judgment against Indigo Limited, LLC. BB&T denies that it is a not a legal entity and contends it is intended to be the same entity as Indigo LTD, LLC as represented by P. Jason Luquire. BB&T admits a copy of the deficiency judgment rendered in Docket No. 2010-CP-22-0952 as attached to the Amended Complaint as Exhibit C.
11. Answering the allegations of paragraph 24, BB&T admits its counsel received an unsigned note from counsel for Indigo Limited, LLC stating that it was not a valid legal entity. BB&T admits it proceeded with the foreclosure action, the sale and obtained a deficiency judgment.
12. BB&T denies any factual allegations of paragraph 25.
13. Answering the allegations of paragraph 26, BB&T admits seeking collection against Luquire for obligations he undertook in documents attached to the Amended Complaint. BB&T admits further that Luquire executed multiple notes and guaranty agreements thereby obligating himself to satisfy the indebtedness of Indigo Limited, LLC and , if different, Indigo LTD, LLC.
14. Answering the allegations of paragraph 27, BB&T admits only that the judgment entered in the foreclosure action was against Indigo Limited, LLC and denies any remaining allegations.

15. Answering the allegations of paragraph 28, BB&T admits the mortgage has been satisfied but denies the promissory notes executed by Luquire have been satisfied.

16. BB&T denies paragraphs 29, 30, 31, 32 and 33.

AS A SECOND DEFENSE

17. To the extent that Luquire contends someone at BB&T waived the requirement of his guaranty of the loan to Indigo Ltd., LLC, or the modification of the loan, Defendant is precluded from this contention by S.C. Code Ann. § 37-10-107.

AS A THIRD DEFENSE

18. The language in Luquire's guaranty fully complies with S.C. Code Ann. § 29-3-680 (1996). The language in the "Notice that Waiver of Appraisal Rights will be Required" executed by Luquire on behalf of Indigo Limited, LLC, the borrower for the subject loan, fully complies with S.C. Code Ann. § 29-3-680 (1996).

AS A FOURTH DEFENSE

19. Luquire lacks standing to assert any challenge to the waiver of right to demand an appraisal of the secured property in a foreclosure action as he is not a defendant in a foreclosure action.

AS A FIFTH DEFENSE

20. To the extent Luquire contends any documents reflecting a loan to Indigo Ltd., LLC contained an incorrect name of the borrower, he is barred from challenging his guaranty on this basis by the doctrine of waiver.

AS A SIXTH DEFENSE

21. To the extent Luquire contends any documents reflecting a loan to Indigo Ltd., LLC contained an incorrect name of the borrower, he is barred from challenging his guaranty on this basis by the doctrine of estoppel.

AS A SEVENTH DEFENSE

22. To the extent Luquire contends any documents reflecting a loan to Indigo Ltd., LLC contained an incorrect name of the borrower, he is barred from challenging his guaranty on this basis by the doctrine ratification.

AS AN EIGHTH DEFENSE

23. Luquire cannot avail himself of equitable claims for relief because he has acted with unclean hands.

AS A NINTH DEFENSE

24. Luquire cannot now challenge the determination of Indigo Ltd., LLC's liability to BB&T under its promissory note as this matter has been adjudicated to finality.

AS A TENTH DEFENSE

25. Luquire's "Lack of Delivery" defense is barred by his affirmations and warranties in the guaranty agreements he executed.

AS AN ELEVENTH DEFENSE

26. Luquire's "Lack of Delivery" defense is barred by the integration clause contained in the guaranty agreements.

WHEREFORE, having replied to the Defendant's Amended Answer and Counterclaim, BB&T hereby prays that judgment be entered in its favor in this action on the Amended Complaint, that the Amended Counterclaim be dismissed, and for such other and further relief in favor of BB&T as is appropriate.



Clay Robinson
ROBINSON, MCFADDEN & MOORE, P.C.
Post Office Box 944
Columbia, SC 29202
(803) 779-8900
(803) 744-1546 (facsimile)
E-mail: clay@robinsonlaw.com

October 26, 2012

For Branch Banking and Trust Company

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF GEORGETOWN)

2011-CP-22-01330

BRANCH BANKING AND TRUST)
COMPANY,)

Plaintiff,)

Transcript of Record

(Non-Jury Trial)

vs.)

November 28, 2012

P. JASON LUQUIRE,)

Defendant.)

B E F O R E:

Honorable W. Jeffrey Young
Georgetown County Courthouse
Georgetown, South Carolina

A P P E A R A N C E S:

Clay Robinson, Esquire
Attorney for Plaintiff

Tobias G. Ward, Jr., Esquire
Attorney for Defendant

Kay H. Richardson, CVR
Circuit Court Reporter

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BY THE COURT

1 **(November 28, 2013)**

2 THE COURT: All right. This is the case of Branch
3 Banking and Trust Company, Plaintiff, versus P. Jason Luquire
4 -- is that ---

5 MR. ROBINSON: Luquire.

6 THE COURT: Luquire. Docket number 2011-CP-22-1330.
7 Present and appearing is Mr. Clay Robinson with the Plaintiff;
8 and Mr. Tobias "Toby" Ward for the Defendant; is that correct?

9 MR. WARD: That's correct; thank you, Your Honor.

10 THE COURT: Okay. Anything before we begin? I
11 understand it's gonna take probably most of the morning to
12 hear this; is that correct?

13 MR. ROBINSON: I think so. I don't -- I honestly don't
14 think there's whole heck of a lot we disagree on, Judge.

15 THE COURT: Okay. Well, what stipulations would y'all
16 like to put onto the record?

17 MR. ROBINSON: Well, I don't know if we're prepared to
18 begin with stipulations but we do have some admissions to the
19 -- admissions to the Amended Complaint and that's where I'll
20 begin when you chose to.

21 THE COURT: Okay. All right. Well, let's go ahead and
22 start then.

23 MR. ROBINSON: Thank you. May it please the Court?

24 THE COURT: Yes, sir.

25 MR. ROBINSON: Clay Robinson, Branch Bank and Trust. We

1 have an Amended Complaint that had various exhibits attached
2 to it and those allegations have been admitted and I think
3 that seems like a logical place to start, if I may and I can
4 proceed?

5 THE COURT: Yes, sir.

6 MR. ROBINSON: Certainly proceed however you would have
7 me, Your Honor, but we've passed up a notebook that has
8 certain exhibits attached to it, tabbed exhibits, and I'd like
9 to introduce certain of those exhibits at this time based on
10 these admissions to the Amended Complaint.

11 THE COURT: All right.

12 MR. ROBINSON: BB&T's Amended Complaint, Paragraph 3
13 provides -- and this has been admitted -- approximately
14 October 2nd, 2007. Indigo Limited, LLC executed and delivered
15 to Branch Bank and Trust Company a promissory note promising
16 to pay Branch Bank and Trust Company the principle sum of
17 \$250,000 plus interest with principle being due at maturity
18 and interest being payable in monthly installments until the
19 note is fully paid. And that note was attached as Exhibit A
20 to the Amended Complaint. It's admitted, you have it in the
21 notebook in front of you as Exhibit One.

22 THE COURT: All right.

23 MR. ROBINSON: Paragraph 4 of the Amended Complaint is
24 admitted and it provides a pertinent part -- that note was
25 subsequently modified on September 22nd, 2008 and October

1 13th, 2009, to change the maturity date and interest rate and
2 a copy of those note modification agreements are attached.
3 You have them as Exhibits Three and Five.

4 THE COURT: All right.

5 MR. ROBINSON: Paragraph 4 -- excuse me, 5 of the Amended
6 Complaint has been admitted and it is that Indigo Limited, LLC
7 defaulted under the terms of the note and foreclosure was
8 ordered and the property sold. Paragraph 6 of the Amended
9 Complaint has been admitted. BB&T obtained a deficiency
10 judgment against Indigo Limited, LLC in the sum of \$231,665.27
11 and a copy of the Order of Deficiency Judgment is attached.
12 You have that in your notebook as Exhibit Six, Plaintiff's
13 Exhibit Six.

14 THE COURT: All right.

15 MR. ROBINSON: Paragraph 7 of the Amended Complaint has
16 been admitted Defendant Jason Luquire individually,
17 unconditionally and personally guarantied payments of all
18 amounts due and owing under the note and a copy of the October
19 7 -- excuse me, October 2nd, 2007 Guaranty Agreement is
20 attached. You have that as Exhibit Two.

21 THE COURT: Yes, sir.

22 MR. ROBINSON: Paragraph 8 of the Amended Complaint has
23 been admitted. BB&T attempted to make demand upon Mr. Luquire
24 pursuant to the personal guaranty of payment but, to date, no
25 payment has been received.

1 Paragraph 24 of the Amended Complaint, Mr. Luquire
2 executed two note modifications on behalf of Indigo LTD, LLC
3 and has been admitted -- you have those modifications as
4 Exhibits Three and Five.

5 Paragraph 25 of the Amended Complaint has been admitted.
6 Indigo, LTD, LLC is in default on the LTD note in amount of
7 \$231,665.27.

8 Paragraph 26 of the Amended Complaint has been admitted.
9 Mr. Luquire executed a Guaranty Agreement, a copy of which is
10 attached as Exhibit E and that is your Plaintiff's Exhibit
11 Number Four.

12 And lastly, an Amended Complaint, Paragraph Number 27,
13 BB&T has made demand upon Mr. Luquire to pay Indigo, LTD,
14 LLC's debt and that has been admitted.

15 And at this time, I offer into evidence Plaintiff's
16 Exhibits One, Two, Three, Four, Five and Six as just recited
17 based on those admissions.

18 THE COURT: Any objection?

19 MR. WARD: No objection with the admission of those
20 documents.

21 THE COURT: All right. And they are admitted as
22 Plaintiff's Exhibits One, Two, Three, Four, Five, Six.

23 MR. WARD: Shall I leave those here, Your Honor?

24 THE COURT: That's good.

25 PLAINTIFF'S EXHIBIT NUMBERS ONE, TWO, THREE, FOUR,

1 FIVE, AND SIX ADMITTED INTO EVIDENCE

2 MR. ROBINSON: Your Honor, at this time, BB&T calls Mr.
3 Luquire.

4 THE COURT: Okay. Please come forward and be sworn.

5 PHILLIP JASON LUQUIRE, HAVING BEEN
6 SWORN, TESTIFIED AS FOLLOWS:

7 CLERK: Please state your name.

8 MR. LUQUIRE: Phillip Jason Luquire.

9 CLERK: And have a seat, please.

10 MR. LUQUIRE: Thank you.

11 THE COURT: You may proceed.

12 MR. ROBINSON: Thank you, Your Honor.

13 DIRECT EXAMINATION OF PHILLIP JASON LUQUIRE BY MR. ROBINSON:

14 Q: Mr. Luquire, we've met before, Clay Robinson, on behalf of
15 BB&T. You currently work as a wealth advisor; is that
16 correct, stock broker?

17 A: I -- financial consultant and an insurance agent.

18 Q: And you hold certain designations or certificates as a
19 financial advisor?

20 A: Yes, sir.

21 Q: What all are those?

22 A: Series 7, which is a industry license and an insurance
23 agent license.

24 Q: And how long have you held those licenses?

25 A: Well, I first received them in 1986. In about 2006, they

1 lapsed and I -- they were reinstated in 2009, 2010, I retook
2 the examinations then.

3 Q: Are you a college graduate?

4 A: Yes, sir, Citadel 1985.

5 Q: Okay. You -- between 1985 and the late 1990s you worked
6 as a real estate developer?

7 A: I was part of the development group between 2006 and it's
8 ongoing in one development now.

9 Q: And what -- sir, I'm sorry, what was the end of that?

10 A: In one development is not -- it's idle right now.

11 Q: But there have been other real estate developments in
12 addition to the one that's idle now?

13 A: Two. One other.

14 Q: And bought and sold some houses or property?

15 A: Have I?

16 Q: Yes, sir.

17 A: Yes, I have.

18 Q: As a commercial developer -- as part of your commercial
19 endeavor?

20 A: I built to spec houses in 2004, I believe it was.

21 Q: And you've also operated for a while in association with a
22 entity as a mortgage broker or something along those lines?

23 A: Yes.

24 Q: And you're also active in a family business, I believe?

25 A: I contribute some to my wife's -- to a food business we

1 have, yes.

2 Q: Okay. You and your wife and family live on DeBordieu; is
3 that right?

4 A: Yes, sir.

5 Q: You formed up Merryville Partners with some other
6 individuals; is that correct?

7 A: Merryville Partners had twelve shareholders, I think is
8 right.

9 Q: And I'm a little directionally challenged, Merryville
10 Partners just south of us?

11 A: Well, the development that Merryville Partners developed
12 is, yes.

13 Q: That's what I'm meant, the name Merryville, it's a little
14 part outside -- a little area just outside of Georgetown,
15 isn't it?

16 A: Merryville Community is, but I think the development
17 you're referring to is Craven's Grant.

18 Q: And where is it located?

19 A: It's just south of Georgetown a mile or two from here on
20 17.

21 Q: Is this -- is this south (indicating)?

22 A: I think so, yes, sir.

23 Q: I'm a little turned around in here. Is this what we have
24 a picture of back here? Is this the Craven's Grant
25 Development?

1 A: That is a lot layout of Craven's Grant Development, right.

2 Q: In association with these other twelve investors that you
3 all formed an entity known as Craven's Grant, II, LLC?

4 A: The shareholders did not, no. The Craven's Grant II was
5 formed, yes.

6 Q: Okay. But you were part of Merryville Partners and they
7 bought the land and were gonna develop it to sell individual
8 lots?

9 A: I was a six percent owner of Merryville Partners, Inc.

10 Q: And was it Merryville that was gonna make some
11 distributions to its members of individual lots?

12 A: No, sir.

13 Q: Who was gonna do that?

14 A: Craven's Grant II, LLC, which owned different land than
15 Merryville Partners.

16 Q: Okay. And you -- you through another LLC owned some
17 interest in Craven's Grant?

18 A: No, sir.

19 Q: Did Craven's Grant ---

20 A: In Craven's Grant II?

21 Q: Yes, sir.

22 A: Craven's Grant II was owned by two different LLCs.

23 Q: And did you own one of those LLCs?

24 A: No, sir. I owned part of one of the LLCs.

25 Q: Okay. And somehow, did the LLC that you owned an interest

1 in get some lot distribution from Craven's Grant II, LLC?

2 A: Yes, sir.

3 Q: And what was the entity that you owned some interest in?

4 A: Indigo LTD, LLC.

5 Q: And the lot distribution was like a -- some form of a
6 member distribution or something like that that came to Indigo
7 or how did that happen?

8 A: It was a distribution to members, yes, sir. Could I get
9 a glass of water?

10 Q: Sure absolutely. Let me -- I'll pour you one. Certainly.

11 A: Sorry.

12 Q: Did anybody other than you own an interest in Indigo LTD,
13 LLC?

14 A: No, sir.

15 Q: So, this lot distribution was a distribution indirectly to
16 you through an entity that only you owned?

17 A: The lot distribution was to Indigo LTD, LLC.

18 Q: And you were the only one that owned any part of that?

19 A: Yes, sir.

20 Q: Two lots, Number 215 and Number 207; is that correct?

21 A: Yes, sir. And that was the distribution of those two
22 lots.

23 Q: And those two -- that lot distribution occurred in 2007?

24 A: Yes, sir, I believe it did.

25 Q: And on behalf of Indigo, LTD, you wanted to get loans

- 1 based on the value of these lots; is that right?
- 2 A: I used them for collateral, yes, sir.
- 3 Q: And you went to various financial institutions and on
- 4 behalf of Indigo, LTD, LLC, you made some requests for loans?
- 5 A: I made a request to BB&T for a lot loan with -- or Indigo
- 6 did.
- 7 Q: And did Indigo also make a request to Wachovia for a lot
- 8 loan on one of the lots?
- 9 A: No, sir.
- 10 Q: Did you subsequently seek some loan from Wachovia on one
- 11 of the other lots?
- 12 A: Yes, sir.
- 13 Q: We've been talking about Indigo LTD, LLC, but actually
- 14 these lot distributions were made to Indigo Limited,
- 15 Incorporated, weren't they?
- 16 A: Yes, we -- I now know that, yes.
- 17 Q: And you described in your deposition, I think you used the
- 18 words, this is a confusing scenario for you?
- 19 A: It was up until 2000 -- late 2010, yes, sir.
- 20 Q: And Lot 215 was conveyed to you individually by Indigo
- 21 Limited, LLC; is that correct?
- 22 A: I -- I'm not sure of that but ---
- 23 Q: These were unimproved lots, weren't they?
- 24 A: Yes, sir.
- 25 Q: You used Lot 207 to secure a loan from BB&T for \$250,000;

1 is that correct?

2 A: A line of credit, yes, sir.

3 Q: Line of credit. And you used Lot 215 to obtain a \$450,000
4 loan from Wachovia; is that correct?

5 A: Yes, sir.

6 Q: Let me ask you to take a look at a couple of documents.
7 May I approach, Your Honor?

8 THE COURT: You may.

9 Q: Starting if we can with Plaintiff's Exhibit Number Nine.

10 A: Part of it is cut off, Mr. Robinson.

11 Q: Do you recognize the part of it that you can see, Mr.
12 Luquire?

13 A: I can read everything that's on it except for the bottom
14 right part, yes, sir.

15 Q: Okay. I won't ask you about that. Is that your signature
16 on the -- in the middle -- in the bottom of the page?

17 A: Yes, sir.

18 Q: On behalf of Indigo Limited, LLC?

19 A: Yes, sir.

20 Q: And do you recognize this as representing a HUD-1
21 statement from the closing on the loan that Indigo Limited,
22 LLC obtained from BB&T?

23 A: Yes, sir. It looks like a HUD-1.

24 Q: I'm sorry. I was gonna get those exhibits from you. May I
25 borrow Exhibit Number One. Thank you.

1 And this Plaintiff's Exhibit Number One, Mr. Luquire
2 that's already into evidence, that's your signature on that
3 document on behalf of Indigo Limited, LLC, also, is it not?

4 A: Yes, sir, on Page 4.

5 Q: And Plaintiff's Exhibit Number Two on that personal
6 guaranty, that's your signature on behalf of Indigo Limited,
7 LLC, isn't it? Excuse me. Not on behalf of Indigo Limited,
8 that's a personal guaranty, that's your signature?

9 A: Yes, sir, on Page 3 of the 4, yes, sir.

10 Q: Reflecting on Page 1, it'll be on behalf of Indigo
11 Limited, LLC?

12 A: Yes, sir.

13 Q: And let me show you Plaintiff's Exhibit Number Seven and
14 ask you if you recognize that document.

15 A: It's a Notice of Waiver of Appraisal Rights.

16 Q: And what's the date on it?

17 A: Second day of October of 2007.

18 MR. ROBINSON: We'd offer that document into evidence.

19 THE COURT: Any objection?

20 MR. WARD: We have no objection, Your Honor.

21 THE COURT: All right. Number -- I guess that would be
22 Plaintiff's Exhibit Seven is admitted into evidence.

23 PLAINTIFF'S EXHIBIT NUMBER SEVEN

24 ADMITTED INTO EVIDENCE

25 MR. ROBINSON: And failed to offer Plaintiff's Exhibit

1 Number Nine into evidence. I'd like to go ahead and do that,
2 Judge.

3 THE COURT: Any objection?

4 MR. WARD: Without objection.

5 THE COURT: Without objection, Number Nine is in as well.

6 PLAINTIFF'S EXHIBIT NUMBER NINE

7 ADMITTED INTO EVIDENCE

8 BY MR. ROBINSON:

9 Q: Let me show you Plaintiff's Exhibit Number Eleven, please,
10 Mr. Luquire. Is that your signature as well on that, Mr.
11 Luquire?

12 A: Yes, sir.

13 PLAINTIFF'S EXHIBIT NUMBER ELEVEN

14 MARKED FOR IDENTIFICATION

15 Q: And it reflects at the top of the page that it is a
16 Declaration of Limited Liability Company known as Indigo
17 Limited, LLC?

18 A: Yes, sir.

19 Q: And dated October 2nd, 2007?

20 A: Yes, sir.

21 Q: And that you were the sole owner of Indigo Limited, LLC at
22 that time?

23 A: I'm not sure of that, sir.

24 Q: Okay. You see that under Item Number 2, P. Jason Luquire?

25 A: Yes, sir, I do.

- 1 Q: You see that now where I was referring to?
- 2 A: I see what you're referring to, yes, sir, but I -- yes,
3 sir, I do.
- 4 Q: Were you the hundred percent owner of Indigo Limited, LLC
5 in October of 2007?
- 6 A: In 2007, Indigo Limited, LLC didn't exist.
- 7 Q: But you signed all these documents that I've just handed
8 you indicating that they did exist, didn't you?
- 9 A: I signed documents that the attorney and the bank
10 prepared, yes, sir.
- 11 Q: You signed these documents in conjunction with a request
12 for a \$250,000 loan to an entity that you owned?
- 13 A: Yes, sir, I've signed it and that's what my attorney and
14 the bank provided and I -- I did sign it, yes, sir.
- 15 Q: And Indigo Limited, LLC gave BB&T a mortgage to secure
16 this loan on Lot 207 in Craven's Grant; is that right?
- 17 A: I think so, yes, sir. I think you probably have the
18 mortgage.
- 19 Q: I have not handed you that document yet. You will not
20 find it in that file.
- 21 A: Okay.
- 22 Q: Do you recall signing a mortgage for Indigo Limited, LLC?
- 23 A: I don't recall it but I imagine I did, yes, sir.
- 24 Q: Because Lot 207 was titled in the name of Indigo Limited,
25 LLC; is that correct?

1 A: Yes, sir. We know that now.

2 Q: And this loan or credit line or however we should be
3 referring to it with no principle payments, interest only,
4 every month for one year; is that right?

5 A: I don't recall the specifics but I would -- it was an
6 interest only note; yes, sir.

7 Q: For one year?

8 A: I think that's correct; yes, sir.

9 Q: And you got the loan proceeds, they were disbursed to you,
10 were they not?

11 A: They were disbursed for working capital.

12 Q: I'm sorry?

13 A: They were dispersed for working capital in the
14 development.

15 Q: In what development?

16 A: Turkey Creek Development.

17 Q: Unrelated to Craven's Grant? I'm pointing over here
18 because of this poster board. We'll get to that, I'm sure,
19 it's very bright looking. The working capital that you used
20 these proceeds had nothing to do with Craven's Grant or Lot
21 207?

22 A: No, sir.

23 Q: None of the proceeds from this loan were put back into Lot
24 207 to build a house or a deep-water dock or anything like
25 that?

1 A: No, sir.

2 Q: Do you remember in the deposition my asking you what you
3 did with the loan proceeds?

4 A: Yes, sir.

5 Q: Do you remember telling me that you didn't know what
6 happened to the loan proceeds?

7 A: On that specific day, I did not have a record to show
8 that, no, sir.

9 Q: But now you remember that it was working capital for
10 another residential or another real estate development?

11 A: Yes, sir.

12 Q: When we were last together in July, I asked you when you
13 had last been to Craven's Grant if there were any homes there.
14 Were -- are there any homes there as far as you know?

15 A: I haven't been since we last met and at that time I think
16 the only thing out there was the clubhouse, the swimming pool,
17 some of the amenities, the marina parking lot and a foundation
18 started on a home.

19 Q: Approximately 200 home sites?

20 A: I think there are more than that.

21 Q: Laid out in 2007, 2006?

22 A: I think it was 2007 when they were ready for -- could've
23 been constructed upon.

24 Q: And at this point, you think that one home has a
25 foundation -- was it actively being built or was it abandoned?

1 A: I saw the foundation and I don't -- I haven't been back
2 since we met.

3 Q: You asked BB&T to modify or renew this loan after a year,
4 did you not?

5 A: Yes, sir.

6 Q: And BB&T did, didn't they?

7 A: Yes, sir.

8 Q: Let's look at Exhibit Three, please. This is already in
9 evidence, Mr. Luquire. Do you recognize that document, sir?

10 A: It's a Note Modification Agreement.

11 Q: And is that your signature on it?

12 A: Yes, sir. On Page 4, that's my signature; yes, sir.

13 They're not numbered but in your order -- oh, yes, I'm sorry;
14 they are numbered, 4 of 4.

15 Q: And the modification date is identified as ---

16 A: September 22nd, 2008.

17 Q: And the modification amount is \$250,000; is that right?

18 A: Yes, sir.

19 Q: And over the twelve -- roughly twelve months between the
20 initial loan and this modification, you'd been making interest
21 payments, hadn't you?

22 A: Yes, sir.

23 Q: And do you see just under the word -- on Page 1 of the
24 Note Modification, do you see the original date of this loan?

25 A: Yes, sir.

- 1 Q: October 2nd, 2007; is that correct?
- 2 A: Yes, sir.
- 3 Q: And that was the date you signed these other exhibits on
- 4 behalf of Indigo Limited that we were looking at, isn't it?
- 5 A: Yes, sir.
- 6 Q: And this time, the borrower's name is identified in
- 7 Exhibit Three as Indigo LTD, LLC; do you see that?
- 8 A: I see maker Indigo LTD, LLC in the top left.
- 9 Q: Yes, sir. Was it your understanding that was the
- 10 borrower?
- 11 A: That's what the Note Modification says, yes, sir.
- 12 Q: Was that your understanding?
- 13 A: From this document, yes, sir.
- 14 Q: Okay. And once again, interest only loan stretched out
- 15 another year; is that correct?
- 16 A: Yes, sir, that's what it says about midway down the page,
- 17 yes, sir.
- 18 Q: All right. And you caused those payments to be made, did
- 19 you not, Mr. Luquire?
- 20 A: The payments were made.
- 21 Q: You made them, didn't you?
- 22 A: I don't know how -- what entity paid them; I don't know
- 23 that right now, but the interest payments were paid.
- 24 Q: You don't know who made those interest payments?
- 25 A: Not sitting here today, no, sir.

1 Q: Were you the sole owner on September 22nd, 2008 of Indigo
2 LTD, LLC?

3 A: Yes, sir; I was the sole owner of Indigo LTD.

4 Q: Let me ask you please take a look at Plaintiff's Exhibit
5 Number Twelve. Do you recognize your signature on that
6 document, Mr. Luquire?

7 A: Yes, sir, on September 23rd.

8 Q: Does it refer at the top of it to members or partners in
9 Indigo LTD, LLC?

10 A: Yes, sir.

11 Q: And does it indicate that you were at that time 100
12 percent owner of Indigo LTD, LLC?

13 A: Yes, sir.

14 Q: And did you sign this document in conjunction with the
15 modification or renewal of the note that we've just been
16 looking at?

17 A: It looks like the day after we did, yes.

18 MR. ROBINSON: All right. Plaintiff moves Plaintiff's
19 Exhibit Number Twelve into evidence.

20 THE COURT: Any objection, Mr. Ward?

21 MR. WARD: Without objection, Your Honor.

22 THE COURT: Twelve is admitted without objection.

23 PLAINTIFF'S EXHIBIT NUMBER TWELVE

24 ADMITTED INTO EVIDENCE

25 BY MR. ROBINSON:

1 Q: Mr. Luquire, let me please ask you to take a look at
2 Plaintiff's Exhibit Number Four already in evidence. Is that
3 your signature on Page 3, Mr. Luquire?

4 A: Yes, sir.

5 Q: And your initials on that bottom of Page 1?

6 A: Can I peel the sticker off?

7 Q: Oh, I'm so sorry, I didn't realize there was a sticker
8 right over it. Don't worry about it. I'll withdraw that
9 question.

10 Do you recognize this as a personal guaranty you signed
11 for Indigo LTD, LLC?

12 A: Yes, sir.

13 Q: Approximately September 22nd, 2008?

14 A: The front page is dated September 22nd, 2008.

15 Q: Okay. And is the box checked about halfway down Page 1
16 that this Guaranty is unlimited and applies to all
17 indebtedness of borrower whether now existing or hereafter
18 arising?

19 A: Yes, sir; that box is checked.

20 Q: And does the definition just below Indigo LTD, LLC that we
21 just looked at does that have ("borrower") right underneath
22 it?

23 A: Yes, sir.

24 Q: You understood then that you were guarantying obligations
25 owed by Indigo LTD, LLC at the time you signed this document?

1 A: I signed the document for the LTD, yes, sir. I was
2 provided that by the bank and I signed it.

3 Q: Let me ask you to look at Plaintiff's Exhibit Number Five,
4 please, Mr. Luquire. You see your signature on Page 4 of
5 Exhibit Five, Mr. Luquire?

6 A: Yes, sir.

7 Q: And this is a Note Modification to extend that loan yet
8 again, isn't it, sir?

9 A: Yes, sir.

10 Q: The loan was started in '07 extended to '08, and then
11 extended to '09, and this is an extension into January of
12 2010; is that correct?

13 A: I'm sorry; I'm just trying to find the one here but I
14 think so. I think it was for one year; I just don't see that
15 here.

16 Q: Well, this one is not one year. This Exhibit Five that
17 we're looking at is -- if you look in the very middle of the
18 page and it says it's mature at January 13, 2010; do you see
19 that, sir?

20 A: Yeah, I see that now.

21 Q: And those boxes that are checked just beneath that
22 indicate that once again no principle payments are owed during
23 this time; is that right?

24 A: Yes, sir. It says accrued interest is payable monthly.

25 Q: Interest -- you've been making those interest payments

1 then during this time; is that correct?

2 A: Interest payments were being made, yes, sir.

3 Q: Do you know whether or not you were making them?

4 A: They were being made.

5 Q: Do you know whether or not you were making the interest
6 payments ---

7 A: Personally or Indigo LTD or ---

8 Q: At all, under any circumstances. I said -- let me break
9 it down; let me go slower. Were you individually causing
10 interest payments to be made to service these -- this
11 obligation that we're looking at in Exhibit Five?

12 A: I don't know what checkbook paid the interest sitting
13 right here, sir.

14 Q: Do you know whether Indigo LTD, LLC made the interest
15 payments that we're looking at on this Exhibit Five?

16 A: I don't know back to 2009 what -- how that interest
17 payment was paid.

18 Q: But regardless from which checkbook it was coming out of,
19 you, Mr. Luquire, were causing those payments to be made, were
20 you not?

21 A: Yes, sir. I agreed with that; the interest payments were
22 being paid.

23 Q: By you, either individually or on behalf of some other
24 entity?

25 A: Yes, sir. The interest payments were being paid.

1 Q: Thank you. That's all -- thank you; that's very helpful.
2 I'm not trying to make it ---

3 A: I thought I had answered that but -- I'm sorry.

4 Q: I -- no, I didn't hear you quite answer it but thank you
5 so much. You on behalf of Indigo LTD, LLC, wanted to renew
6 this loan beyond January of 2010, did you not?

7 A: Yes, sir.

8 Q: But the bank declined; is that correct?

9 A: Yes, sir.

10 Q: And after January of 2010 and some discussions that
11 followed between you and the bank, the note did not get
12 renewed yet again; is that correct?

13 A: Yes, sir.

14 Q: BB&T commenced a foreclosure lawsuit against Indigo
15 Limited, LLC and served you with it; is that correct?

16 A: I think they served my agent, but yes, sir, we got served;
17 Indigo Limited, LLC was served.

18 Q: Let me ask you please to take a look at Plaintiff's
19 Exhibit Number Eight.

20 MR. WARD: Mr. Robinson, did we admit -- Four and Five
21 are already in; I'm sorry.

22 MR. ROBINSON: Yes, they are.

23 THE COURT: Yes, they are.

24 MR. ROBINSON: Thank you. I appreciate you looking after
25 me. I'm liable to forget all that kind of thing.

1 BY MR. ROBINSON:

2 Q: I don't want to rush you, Mr. Luquire but I will wait
3 until I see you look up so tell me when you're ready.

4 A: Okay.

5 Q: Do you recognize Plaintiff's Exhibit Number Eight?

6 A: Title to Real Estate, not examined, title not examined.

7 Q: Do you see on Page Two what purports to be your signature,
8 do you recognize that as your signature?

9 A: Yes, sir.

10 Q: And flipping over to Page 4, do you recognize that as your
11 signature?

12 A: Yes, sir.

13 Q: And both those signatures were on behalf of Indigo
14 Limited, Incorporated?

15 A: As we -- as I discovered in 2010 when I hired Mr. Ward.

16 Q: I'm sorry, I didn't understand that. Were the signatures
17 on Page 2 and 4 made on behalf of Indigo Limited,
18 Incorporated?

19 A: They were and -- but at the time -- I just was provided
20 documents by the bank and my attorney, we signed them, we
21 didn't know of all the -- all the -- these different name
22 changes you've been passing documents about until I engaged
23 Mr. Ward to help me get through this and we provided a letter
24 to BB&T in October of 2010 trying to set the record straight.

25 Q: And if we can return just for a moment to Plaintiff's

1 Exhibit Number Eight, you signed this document in both places
2 on October 2nd, 2007, did you not?

3 A: Yes, sir.

4 Q: And this was the date that this BB&T loan we've been
5 talking about was closed, was it not?

6 A: Yes, sir.

7 Q: The attorney that you're referring to, is that Jennifer
8 Kellahan?

9 A: Yes, sir.

10 Q: And she's a lawyer in Kingstree, South Carolina?

11 A: Yes, sir.

12 Q: And she signed as the witness -- as the notary public
13 rather for your signatures on this document; is that correct?

14 A: Yes, sir.

15 Q: And she's the one that closed this BB&T loan we've been
16 talking about?

17 A: Yes, sir.

18 Q: And she's the sister-in-law to one of the other owners of
19 the Craven's Grant development, Kenneth Kellahan; is that
20 correct?

21 A: She's Kenneth Kellahan's sister-in-law but Mr. Kellahan
22 doesn't own any of Craven Marital Partners, Inc. or Craven's
23 Grant II.

24 Q: He may not now but he was one of the developers with you
25 at the time it was developed, was he not?

1 A: He was never an owner; no, sir.
2 Q: He was a co-manager?
3 A: He was a manager; yes, sir.
4 Q: With you?
5 A: Yes, sir.
6 Q: And there were three co-managers?
7 A: Yes, sir.
8 Q: Jennifer Kellahan was well-known to you?
9 A: Yes, sir.
10 Q: And you had been in her office many times for closings and
11 other legal matters?
12 A: No, sir.
13 MR. ROBINSON: This Plaintiff's Exhibit Number Eight, we
14 offer into evidence.
15 MR. WARD: Without objection.
16 THE COURT: Without objection, Number Eight is admitted.
17 PLAINTIFF'S EXHIBIT NUMBER EIGHT
18 ADMITTED INTO EVIDENCE
19 BY MR. ROBINSON:
20 Q: Do you see in the lower half of Page 1 of Exhibit Eight
21 the reference to Lot 207 in ---
22 A: Yes, sir.
23 Q: --- a lot within Craven's Grant on Winyah Bay? Do you see
24 that, Mr. Luquire?
25 A: I see Lot 207 Subdivision plat entitled -- and so forth

1 ---

2 Q: And this was a deed that conveyed ownership of that Lot
3 207 from Indigo Limited, Incorporated to Indigo Limited, LLC;
4 is that correct?

5 A: Yes. Indigo -- Indigo Limited, Inc. which is not and
6 never was an existing company, it's never -- Indigo Limited,
7 Inc. has never existed and it -- but it says that it
8 transferred interest to Indigo Limited, LLC, which also didn't
9 exist.

10 Q: But you took care of that on the day of this loan closing?

11 A: I don't know -- I don't know.

12 Q: You executed the documents at that ---

13 A: I signed the document; yes, sir.

14 Q: Let me ask you to take a look at Plaintiff's Exhibit
15 Number Ten.

16 A: Oh, yes, sir.

17 Q: Do you recognize your signature on Page 2?

18 A: Yes, sir.

19 Q: Also dated October 2nd, 2007?

20 A: Yes, sir.

21 MR. ROBINSON: We move that Plaintiff's Exhibit Ten be
22 admitted into evidence.

23 THE COURT: Any objection, Mr. Ward?

24 MR. WARD: Without objection, Your Honor.

25 THE COURT: Number Ten is admitted without objection.

PLAINTIFF'S EXHIBIT NUMBER TEN

ADMITTED INTO EVIDENCE

BY MR. ROBINSON:

Q: And referring to Page 2, you signed this document on behalf of Indigo Limited, Incorporated as its member/manager; is that correct?

A: Yes, sir, I did sign that and it was prepared and provided by the attorney.

Q: And do you having now had a moment to look at the document, do you understand this as a document in which you are vouching for the existence of Indigo Limited, LLC, as a viable Limited Liability Company?

A: I do now; yes, sir.

Q: When BB&T began this foreclosure suit that I asked you about a minute ago, they didn't name you as a defendant as a guarantor, did they?

A: No, sir.

Q: They brought it against Indigo Limited, LLC; is that correct?

A: Yes, sir.

Q: And that was the only defendant; is that correct?

A: That was the only one named as defendant ---

Q: Yes, sir. Yes, sir.

A: Yes, sir.

Q: And Indigo Limited, LLC owned Lot 207, did they not?

1 A: The paperwork would say that.

2 Q: And when you received a copy of the Summons and Complaint
3 for the foreclosure, you engaged Mr. Ward who filed an
4 appearance on behalf of Indigo Limited, LLC?

5 A: I engaged Mr. Ward; I'm not positive what he prepared. I
6 know we prepared a letter that we sent to BB&T's attorney
7 before that.

8 Q: But you did not file an Answer or otherwise contest in
9 record filing the foreclosure relief sought by BB&T?

10 A: I think the letter reserved that right but I don't
11 remember what else Mr. Ward may've filed.

12 Q: Let me ask you to take a look at Plaintiff's Exhibit
13 Number Six which is already in evidence. Have you seen that
14 document before, Mr. Luquire?

15 A: Yes, sir.

16 Q: You recognize that as a judgment entered in Georgetown
17 County against Indigo Limited, LLC arising from this note,
18 this debt that we've been talking about?

19 A: Yes, sir. I -- it was Report of Sale and Disbursement.

20 Q: And since that time, December 2010, you have not caused
21 any other payments to be made on this debt, individually or on
22 behalf of Indigo Limited or on behalf of Indigo LTD?

23 A: No, sir, no payments have been made since December 10th,
24 2010 that I'm aware of.

25 Q: Now, prior to this foreclosure action, you treated Indigo

1 Limited, LLC as the same entity as Indigo LTD, LLC, did you
2 not, Mr. Luquire?

3 A: No, sir, not intentionally.

4 Q: Let me show you please, Plaintiff's Exhibit Number
5 Fourteen. Do you recognize your signature in the bottom left
6 corner of what's been marked as Plaintiff's Exhibit Number
7 Fourteen?

8 A: Yes, sir.

9 Q: Do you recognize the name of the entity on this document
10 J3H, LLC?

11 A: I recognize it in relation to the others you've provided
12 and it's a document prepared by corporate counsel.

13 MR. ROBINSON: BB&T moves for admission of Exhibit
14 Fourteen.

15 THE COURT: Any objection?

16 MR. WARD: No objection, Your Honor.

17 THE COURT: Without objection, Exhibit Number Fourteen is
18 admitted.

19 PLAINTIFF'S EXHIBIT NUMBER FOURTEEN

20 ADMITTED INTO EVIDENCE

21 BY MR. ROBINSON:

22 Q: Who was corporate counsel, Mr. Luquire?

23 A: Jennifer Kellahan and there was another attorney in
24 Florence, John Chase, I believe it is but Jennifer was primary

25 ---

1 Q: Back in October of 2006, Jennifer Kellahan was the primary
2 corporate attorney for what corporation?

3 A: Jennifer and John -- back in '06, John Chase and Jennifer
4 -- I think John Chase was tax counsel and Jennifer was
5 attorney for Merryville Partners.

6 Q: Did J3H, LLC have anything to do with Merryville Partners
7 or Craven's Grant?

8 A: J3H had something to do with Craven's Grant II, LLC.

9 Q: Okay. And you in '06 owned all of Indigo Limited, LLC,
10 did you not?

11 A: No, sir.

12 Q: Who else owned Indigo Limited, LLC, in 2006?

13 A: In 2006, Indigo Limited, LLC didn't exist.

14 Q: Well, you executed this document on behalf of J3H, did you
15 not, sir?

16 A: Yes, sir; I signed an incorrect document.

17 Q: What was your relationship to J3H, LLC, in October of
18 2006?

19 A: J3H -- I was Indigo -- my relationship, Indigo Limited
20 owned twenty-five percent of J3H.

21 Q: Even though it doesn't exist?

22 A: Excuse me, Indigo LTD, LLC. Indigo LTD, LLC owned twenty-
23 five percent of J3H.

24 Q: But you signed this document October '06 indicating that
25 that was Indigo Limited, LLC; is that correct?

1 A: I discovered all this in October -- yes, sir -- October of
2 2007 when we -- excuse me -- October 2010.

3 Q: Let me ask you to take a look at Plaintiff's Exhibit
4 Number Fifteen.

5 A: Yes, sir.

6 Q: Do you recognize this document?

7 A: My -- it's an operating agreement of J3H, updated August
8 2008.

9 Q: And the pages aren't numbered except by reference to
10 Jennifer Kellahan's law firm, so they're numbered JJ&K in the
11 lower right-hand corner, do you see that and this number?

12 A: Yes, sir.

13 Q: If you flip over to Page 47, 4-7 ---

14 A: Yes, sir.

15 Q: Is that your signature on behalf of Indigo LTD, LLC?

16 A: Yes, sir.

17 MR. ROBINSON: BB&T moves Exhibit Number Fifteen into
18 evidence.

19 THE COURT: Any objection?

20 MR. WARD: That's without objection, Your Honor.

21 THE COURT: Fifteen is admitted without objection.

22 PLAINTIFF'S EXHIBIT NUMBER FIFTEEN

23 ADMITTED INTO EVIDENCE

24 BY MR. ROBINSON:

25 Q: So, in August of '08, you signed this operating agreement

1 saying that Indigo LTD, LLC, is in fact a member of J3H and
2 not Indigo Limited, LLC; is that correct?

3 A: Yes, sir.

4 Q: Let me ask you to look at Plaintiff's Exhibit Number
5 Sixteen, please.

6 A: Yes, sir.

7 Q: Do you recognize your signature on Exhibit Sixteen, Mr.
8 Luquire?

9 A: Yes, sir.

10 MR. ROBINSON: BB&T moves for admission of Plaintiff's
11 Exhibit Number Sixteen.

12 THE COURT: Any objection?

13 MR. WARD: Without objection, Your Honor.

14 THE COURT: Number Sixteen is admitted without objection.

15 PLAINTIFF'S EXHIBIT NUMBER SIXTEEN

16 ADMITTED INTO EVIDENCE

17 BY MR. ROBINSON:

18 Q: And you signed Exhibit Sixteen less than a month after
19 Exhibit Fifteen in September of '08; is that correct?

20 A: Yes, sir. One was August 5th, '08 and this one is dated
21 9\18.

22 Q: Six weeks, excuse me, a little over a month.

23 A: Yes, sir. I wasn't trying to ---

24 Q: No, that's okay; I want to be accurate. Thank you; I
25 appreciate you straightening me out.

1 And you signed this on behalf of Indigo Limited, LLC?

2 A: I -- that's my signature. I assume corporate counsel,
3 Jennifer Kellahan, prepared the document.

4 Q: Which you signed it as the dissociating member, you were
5 pulling Indigo Limited, LLC out of J3H, LLC six weeks after
6 signing an operating agreement?

7 A: That's what it says -- I sold my interest on that date,
8 9/18/2008 in LTD and those records reflect the sale of my
9 interest Indigo Limited -- Indigo LTD interest, I sold it on,
10 I think, it was September 18th and LTD was the selling entity
11 because it was the rightful owner of the J3 -- twenty-five
12 percent of J3H, Indigo LTD was.

13 Q: Exhibit Fifteen, we have you signing on behalf of Indigo
14 Limited, LLC, in relation to this entity.

15 A: Say that -- I'm sorry; say that one more time.

16 Q: Exhibit Fifteen that we looked at just a minute ago ---

17 A: Yes, sir; yes, sir; yes, sir.

18 Q: You're signing on behalf of Indigo Limited; Exhibit
19 Sixteen, you're signing on behalf of Indigo LTD; and six weeks
20 later in Exhibit Seventeen, you're signing on behalf of Indigo
21 Limited, again.

22 A: Right and those documents were prepared by Jennifer
23 Kellahan and I hired another attorney from Myrtle Beach to put
24 the documents together for me to sell my interest in Indigo
25 LTD, LLC, and all those documents correctly reflect the

1 rightful owner Indigo LTD, LLC. Mr. Trask, he's passed away
2 now but Anthony Trask prepared all those documents because I
3 needed representation and Jennifer prepared this document
4 incorrectly.

5 Q: And in your dealings when this got started was my question
6 to you of whether or not you treated Indigo LTD and Indigo
7 Limited interchangeably, remember that?

8 A: I did not treat them interchangeably.

9 Q: You treated them interchangeably in your dealings with
10 BB&T as well, didn't you?

11 A: No, sir, not intentionally.

12 Q: Let me ask you to look at Plaintiff's Exhibit Number
13 Seventeen, please.

14 A: Yes, sir.

15 Q: Do you recognize that as the internet address that you
16 used in 2010, Luquire@sccoast.net?

17 A: Yes, sir.

18 MR. ROBINSON: BB&T offers Plaintiff's Exhibit Number
19 Seventeen into evidence.

20 THE COURT: Any objection?

21 MR. WARD: Without objection, Your Honor.

22 THE COURT: Seventeen is admitted without objection.

23 PLAINTIFF'S EXHIBIT NUMBER SEVENTEEN

24 ADMITTED INTO EVIDENCE

25 BY MR. ROBINSON:

1 Q: Reading as we must in email streams, Mr. Luquire, from the
2 bottom of the page up, your first email is to Cmclark@BB&T.com
3 (spelled phonetically) dated February dated February 12, 2010;
4 is that correct?

5 A: That's -- yes, sir; that's what your document says.

6 Q: And this would've been after the last modification or
7 renewal of this note had expired; is that correct?

8 A: Yes, sir; I think that's right. You showed me that on the
9 other documents.

10 Q: The last one expired in January of 2010; is that correct?
11 You can look at Plaintiff's Exhibit Number Five if you want
12 to.

13 A: Yeah, I think it was January -- I think you pointed out it
14 was a shorter term renewal than the year.

15 Q: You were in discussions in February of 2010 with BB&T to
16 see if they would issue some kind of type of new loan or renew
17 this loan that had already matured; is that correct?

18 A: Mr. Clark had indicated they were going to renew it for a
19 year.

20 Q: But that was the purpose of your discussion to try to get
21 this loan stretched out longer; is that correct?

22 A: Yes, sir, to renew the line of credit; yes, sir.

23 Q: And in your reference, in the lower email, in Exhibit
24 Seventeen, you signed just beneath your name, Indigo Limited,
25 LLC; do you see that?

1 A: Yes, sir.

2 Q: And thirteen days later, if we move our eye up the page,
3 we see that you're writing Chris Clark again and this time you
4 refer to it as Indigo LTD, LLC; do you see that, sir?

5 A: Yes, sir.

6 Q: Would you please look at Exhibits Eleven and Twelve that
7 you have there on the table in front of you and let me know
8 when you find it.

9 THE COURT: I'm looking at my notes, has Eleven been
10 admitted yet? It has not.

11 MR. ROBINSON: Oh, I'm sorry, excuse me, Your Honor, I'd
12 love to move that into evidence. I'm ---

13 THE COURT: Any objection?

14 MR. WARD: No objection.

15 THE COURT: I'm just writing them down as ---

16 MR. ROBINSON: I appreciate it so much.

17 THE COURT: Eleven is admitted.

18 PLAINTIFF'S EXHIBIT NUMBER ELEVEN

19 ADMITTED INTO EVIDENCE

20 A: Okay, I see it.

21 BY MR. ROBINSON:

22 Q: Do you have both those documents, Mr. Luquire?

23 A: I do.

24 Q: Do you see that Eleven makes reference to Indigo Limited,
25 LLC and Exhibit Twelve makes reference to Indigo LTD, LLC?

1 A: Yes, sir.

2 Q: And you see from the dates, it appears, I believe based on
3 your testimony earlier that Eleven was made about the time of
4 the initial loan, October 07?

5 A: Yes, sir.

6 Q: And Twelve was made on the renewal, September 2008?

7 A: Yes, sir.

8 Q: And these were signed by you and submitted on your behalf
9 to BB&T; is that correct?

10 A: Yes, sir. I'm -- it looks like I signed it at Jennifer's
11 for one and I don't know where we signed the other one.

12 Q: I'm sorry; are you referring to Exhibit Twelve?

13 A: Eleven is -- has Jennifer Kellahan. ---

14 Q: Right.

15 A: --- for the October 2nd and the other one ---

16 Q: And don't recognize the witness; is that right?

17 A: Sir?

18 Q: You don't recognize the witness of Exhibit Twelve; is that
19 correct?

20 A: No, sir, I don't.

21 Q: Okay.

22 A: But it doesn't look like -- I don't know if Jennifer
23 prepared that document or not.

24 Q: Look if you will at the very top line of text all the way
25 at the top of the page on ---

1 A: Of Twelve?

2 Q: Either of them, Eleven -- let's look at Eleven first.

3 A: Okay, they both have the same thing.

4 Q: The undersigned hereby certified Branch Banking and Trust
5 Company and BB&T Bank -- this -- no doubt in your mind this
6 was a bank document that was submitted on your behalf to the
7 bank, isn't it?

8 A: No, sir. I think it's a bank document.

9 Q: Okay. Do you see at the bottom of Paragraph 1, on
10 Paragraph 11 there's a -- there is a employer identification
11 number there?

12 A: Yes, sir; I see a ID number on both documents.

13 Q: Okay. Is it (REPORTER'S NOTE: EIN number redacted at
14 direction of the Court.)

15 A: The number listed on both sheets is the same, yes, sir.

16 MR. ROBINSON: Your Honor, Mr. Ward -- excuse me for
17 interrupting the examination. Mr. Ward correctly pointed out
18 to me when I gave him my exhibits that we have some
19 obligations to the Court to be sensitive about perhaps
20 redacting and EIN. Perfectly glad to do that but one of the
21 points of these exhibits is to make sure the Court is aware of
22 the employer identification number. I'll be glad to proceed
23 in any manner that you direct.

24 THE COURT: We will redact that.

25 MR. WARD: Yes, sir. At the appropriate time we can do

1 it in an appropriate manner. Perhaps if we left off --
2 blocked out everything but the last four or however the Court
3 wants to do it but let's just not forget to do it before we
4 close this record.

5 THE COURT: Very well.

6 MR. WARD: Thank you.

7 MR. ROBINSON: Perfectly acceptable.

8 BY MR. ROBINSON:

9 Q: Let me ask you, Mr. Luquire, to please take a look at
10 Plaintiff's Exhibit Number Thirteen. Do you recognize that
11 document, sir?

12 A: Yes, sir.

13 Q: And this is addressed to Indigo LTD, LLC?

14 A: Yes, sir.

15 Q: To you as the sole member?

16 A: Yes, sir.

17 Q: In 2004?

18 A: Yes, sir.

19 Q: And the employer identification number is the same number
20 we were looking at on Exhibits Eleven and Twelve; is it not,
21 Mr. Luquire?

22 A: It is the same number.

23 MR. ROBINSON: Your Honor, this would be another document
24 that we would submit ---

25 THE COURT: Any objection, Mr. Ward?

1 MR. WARD: No objection, Your Honor. Mr. Robinson and I
2 and the Court, I think, understand before we close the
3 records, we'll ---

4 THE COURT: We'll black out the number.

5 MR. WARD: Thank you, Your Honor; no objection.

6 THE COURT: Yes, sir. All right.

7 MR. ROBINSON: I'd move Exhibit Thirteen into evidence.

8 THE COURT: It's in.

9 PLAINTIFF'S EXHIBIT NUMBER THIRTEEN

10 ADMITTED INTO EVIDENCE

11 MR. ROBINSON: I beg the Court's indulgence.

12 I don't have any other questions for Mr. Luquire right
13 now.

14 THE COURT: How long do you think your cross examination
15 will take?

16 MR. WARD: Well, he's -- I'm gonna -- I don't know that I
17 would call it cross of my own witness ---

18 THE COURT: Right.

19 MR. WARD: --- but I'm gonna say ten or fifteen minutes.

20 THE COURT: Why don't we go ahead and take a short break.

21 MR. WARD: Yes, sir, I was gonna as if we could. Thank
22 you, Your Honor.

23 THE COURT: Let's take a ten-minute recess.

24 MR. WARD: Thank you.

25 THE COURT: And, sir, for all practical purposes you're

1 still on the stand. You can't speak to your attorney about
2 your testimony.

3 MR. LUQUIRE: Yes, sir.

4 THE COURT: All right. Thank you.

5 MR. LUQUIRE: Should I leave these documents here, sir?

6 THE COURT: Yes, please. You're to come back to the
7 stand but you can go to restroom or do whatever you want but
8 you can't speak to your attorney at this time. Thank you.

9 MR. WARD: Thank you.

10 THE COURT: The Court will be in recess until -- for ten
11 minutes.

12 *****OFF THE RECORD*****

13 (On the Record.)

14 THE COURT: All right, Mr. Ward, are you ready to
15 proceed?

16 MR. WARD: Yes, sir, Your Honor.

17 THE COURT: All right.

18 CROSS EXAMINATION OF PHILLIP JASON LUQUIRE BY MR. WARD:

19 Q: Jason, do you have the stack of documents there in front
20 of you that Mr. Robinson referred to during his examination?

21 A: I do. They're not in order necessarily; I can get them in
22 order?

23 Q: I don't know that they really need to be in order. Are
24 you familiar with a limited liability company called Indigo
25 Mortgage?

1 A: Yes.

2 Q: And when did Indigo Mortgage come into existence?

3 A: July of 2003, I believe it was.

4 Q: And when Indigo Mortgage was created, what was the name of
5 Indigo Mortgage?

6 A: Indigo Limited, LLC.

7 Q: And at some point in time, did the name of Indigo Limited,
8 LLC change?

9 A: Yes.

10 Q: And why was that?

11 A: Change of business.

12 Q: And what did Indigo Limited change its name to?

13 A: Indigo Mortgage, LLC.

14 Q: And were those changes noted at the Secretary of State's
15 Office, to your knowledge?

16 A: Yes, sir.

17 Q: I'm gonna hand you a document that's got numerous numbers
18 on it and ask you if you can identify that document? It says
19 South Carolina Secretary of State, Mark Hammond at the top.

20 A: Right. It says Indigo Mortgage, LLC and then some other
21 information.

22 Q: And does it bear a bold number in the bottom right-hand
23 corner, TGWdocs1?

24 A: 00-1, yes.

25 MR. WARD: I'd like to offer that as a -- as an exhibit.

1 THE COURT: Any objection, Mr. Robinson?

2 MR. ROBINSON: No objection.

3 THE COURT: Without objection, this will be Defendant's
4 Exhibit Number One.

5 DEFENDANT'S EXHIBIT NUMBER ONE

6 ADMITTED INTO EVIDENCE

7 THE COURT: Do you have a copy for the Court?

8 MR. WARD: I do.

9 BY MR. WARD:

10 Q: What year was Indigo Limited formed?

11 A: 9/23/2002, Domestic Limited Liability at will.

12 Q: That's correct. And then what year did it change its name?

13 A: It's had two name changes.

14 Q: Can you give us both of those?

15 A: June 3, 2003, name change from Indigo Adventures to Indigo
16 Limited, LLC; and on 7/14/2003 name change from Indigo
17 Limited, LLC to Indigo Mortgage, LLC.

18 Q: So, in October of 2007, what was the name of the company
19 that -- the Limited Liability Company that was originally
20 established in 2002?

21 A: Indigo Mortgage, LLC.

22 Q: I'm going to hand you another document that's marked
23 TGWdocs00-3 and ask you if you can identify that document.

24 A: It's a Secretary of State document, as the other one was,
25 with Indigo LTD., LLC.

1 MR. WARD: I'd offer that as my next -- the next exhibit.

2 THE COURT: Any objection, Mr. Robinson?

3 MR. ROBINSON: No objection.

4 THE COURT: Without objection.

5 DEFENDANT'S EXHIBIT NUMBER TWO

6 ADMITTED INTO EVIDENCE

7 BY MR. WARD:

8 Q: And when was Indigo, LTD, LLC established?

9 A: 6/25/2004.

10 Q: And did Indigo Limited, LLC exist in October of 2007?

11 A: Yes.

12 MR. WARD: I was wondering why I had that in my hands.

13 THE COURT: Thank you.

14 BY MR. WARD:

15 Q: Now, when -- when you signed the promissory note in
16 October of 2007 that's marked Plaintiff's Exhibit One, who
17 prepared that note? Do you know?

18 A: Exhibit One?

19 Q: Yes, sir. It's the Promissory Note Indigo Limited, LLC,
20 dated October 2nd, 2007?

21 A: I would assume the bank or Jennifer Kellahan's law firm.

22 Q: Did you have any role in the preparation of the note?

23 A: No, sir.

24 Q: If you look at Plaintiff's Exhibit Two, that's the
25 Guaranty Agreement dated October 2nd, 2007, did you prepare

1 that Guaranty Agreement?

2 A: No, sir.

3 Q: Do you know who did?

4 A: No, sir, I assume BB&T or Jennifer Kellahan.

5 Q: Now that Note and that Guaranty Agreement that we just
6 referred to Plaintiff's Exhibits One and Two, where did you
7 sign those?

8 A: I would -- I think at Jennifer Kellahan's office either in
9 Andrews or Kingstree.

10 Q: And would that have been in conjunction with the
11 Plaintiff's Exhibit Nine, Settlement Statement?

12 A: Yes, sir.

13 Q: And if you look at the Plaintiff's Exhibit Nine,
14 Settlement Statement, whose signature is on the bottom right-
15 hand side above settlement agent?

16 A: Jennifer R. Kellahan, Jenkinson, Jarrett & Kellahan. Now,
17 I can answer your question. I see 120 West Main Street,
18 Kingstree, says the place of the settlement.

19 Q: Do you know what's at 120 West Main Street in Kingstree?

20 A: Jenkinson, Jarrett & Kellahan, I believe.

21 Q: Now, if we turn to what's been marked Plaintiff's Exhibit
22 Seven, do you have that document in front of you?

23 A: Yes, sir.

24 Q: Did you fill in the information at the top of that page?

25 A: No, sir.

1 Q: Do you know who did?

2 A: No, sir.

3 Q: Was that information on that document when you signed it?

4 A: No, sir.

5 Q: When you signed the Note and the Guaranty and the
6 Settlement Statement and this Waiver on October 2nd, 2007, did
7 Indigo Limited, LLC exist?

8 A: No, sir.

9 Q: Can you find Plaintiff's Exhibit Twelve, which is the LLC
10 Authority Declaration of Indigo LTD?

11 A: Yes, sir. I have it.

12 Q: Did you prepare that document?

13 A: No, sir.

14 Q: Where did you sign that document?

15 A: I believe I signed it in the Pawleys Island BB&T office.

16 Q: And the witness to your signature, do you recognize that
17 signature?

18 A: No, sir.

19 Q: In your dealings with BB&T, who was your principal point
20 of contact?

21 A: Chris Clark.

22 Q: Is he here today?

23 A: No, sir.

24 Q: Was he present when you signed this document?

25 A: I don't recall.

1 Q: Is that your handwriting where it says P. Jason Luquire,
2 one hundred percent?

3 A: No, sir.

4 Q: Do you recall whether or not that information P. Jason
5 Luquire, one hundred percent was in this document when you
6 signed it?

7 A: Not that I recall.

8 Q: Did Indigo LTD, LLC exist on September 23rd, 2008?

9 A: Indigo Limited on what date; I'm sorry.

10 Q: Did Indigo LTD, LLC exist on September 23rd, 2008?

11 A: Yes.

12 Q: And turning your attention to Plaintiff's Exhibit Four, do
13 you know who prepared this document?

14 A: No, sir.

15 Q: Did you sign it at the same place as you signed
16 Plaintiff's Exhibit Twelve?

17 A: I believe so.

18 Q: And that would've been at the offices of BB&T?

19 A: Yes, sir.

20 Q: And do you recognize the signature, the witness signature
21 to the left of your signature on Page 3?

22 A: No, sir.

23 Q: I turn your attention to Plaintiff's Exhibit Five.

24 Actually, strike that, Plaintiff's Exhibit Three. Do you have
25 that?

1 A: Yes, sir.

2 Q: Is that a Note Modification Agreement?

3 A: It says Note Modification Agreement.

4 Q: And did Indigo LTD, LLC exist at the time this was
5 executed?

6 A: Yes, sir.

7 Q: I'm gonna call your attention to Page 2 of that document.
8 Are you on Page 2?

9 A: Yes, sir.

10 Q: And then if you'll look at the document up towards the top
11 you'll see a lot of lines and boxes, none of which are filled
12 in.

13 A: Yes, sir.

14 Q: Then if you'll come down with me to the phrase beginning,
15 If the Promissory note...

16 A: Yes, sir. The first paragraph, first sentence?

17 Q: Yes, sir. Read the first sentence for me.

18 A: If the Promissory Note being modified by this agreement is
19 signed by more than one person or entity, the modified
20 Promissory Note shall be the joint and several obligation of
21 all signors and the property and liability of each and all of
22 them.

23 Q: Then read the next sentence.

24 A: It is expressly understood and agreed that this agreement
25 is a modification only and not a novation.

1 Q: Then read the next sentence.

2 A: The original obligation of the borrower or, with an S,
3 borrowers as evidenced by the Promissory Note above described
4 is not extinguished hereby.

5 Q: When you signed this Note Modification on September 22nd,
6 2008 at the offices of BB&T, was Mr. Clark present?

7 A: I believe so.

8 Q: Did anyone explain to you why you were signing a Note
9 Modification for Indigo LTD, LLC rather than Indigo Limited,
10 LLC?

11 MR. ROBINSON: I'm gonna object, Your Honor, to the --
12 straying outside the document or its terms. I think it's
13 integrated into the document.

14 THE COURT: I'm -- since I'm trying it, it's not like
15 you've got a jury here to confuse but I see what's going on.

16 MR. ROBINSON: I understand.

17 BY MR. WARD:

18 Q: Did anyone explain it to you?

19 A: No, sir.

20 Q: Did you, in September of 2008, did you then understand
21 that the first note was signed by Indigo Limited, LLC but this
22 Note Modification you were signing it as Indigo LTD, LLC?

23 MR. ROBINSON: Same objection, Your Honor. We -- may I
24 have an understanding that that objection will be continued
25 through this line of ---

1 THE COURT: It can be continuing.

2 MR. ROBINSON: Thank you.

3 A: Please ask me again, Toby, thank you.

4 BY MR. WARD:

5 Q: When you signed this document, the Note Modification
6 Agreement for Indigo LTD, LLC, in September of 2008, were you
7 aware that it was different than the -- the party was
8 different than the October 2nd, 2007 Indigo Limited, LLC note?

9 A: No, sir.

10 Q: Did the bank make the modification requested by this Note
11 Modification Agreement?

12 A: Did they make the -- did they extend the line of credit?

13 Q: Yes, sir.

14 A: Yes, they did.

15 Q: And did you pay or caused to be paid the payments called
16 for in the Note Modification Agreement?

17 A: Yes.

18 Q: Now turning your attention to Plaintiff's Exhibit Five.
19 At the time of the execution of Plaintiff's Exhibit Five --
20 well, first of all, who prepared that document Plaintiff's
21 Exhibit Five?

22 A: I'm not sure. I think the bank did.

23 Q: Did you sign it at the bank?

24 A: Yes.

25 Q: And if you go to the last page, do you recognize the

1 witness next to your name, that signature?

2 A: I don't recognize the signature or I can't tell you what
3 it says.

4 Q: Did the bank give you the modification that is reflected
5 in this Modification Agreement?

6 A: Yes.

7 Q: And did you make the payments called for in this
8 Modification Agreement until the note matured?

9 A: Yes, sir.

10 Q: And then turning your attention to the second page, the
11 same language I think appears in the paragraph we reviewed
12 earlier, it's the same language in this paragraph; do you
13 agree with me?

14 A: It is.

15 Q: In preparation for the closing of the October 2nd, 2000
16 loan, did Jennifer Kellahan represent you in that closing?

17 A: Yes.

18 Q: And did she bring to your attention a mistake that had
19 occurred with the title to Lot 207?

20 MR. ROBINSON: Object, Your Honor, to testimony now being
21 offered through Ms. Kellahan.

22 THE COURT: Sustained.

23 BY MR. WARD:

24 Q: I turn your -- call your attention to Plaintiff's Exhibit
25 Eight. Do you have that in front of you?

1 A: Yes.

2 Q: Do you know why this deed was prepared?

3 A: I do now.

4 Q: And what is that?

5 A: It was -- it was transferring a lot with Indigo Limited,
6 Inc. to Indigo Limited, LLC.

7 Q: And why was that being done?

8 A: To correct an error.

9 Q: Do you understand what the error was?

10 A: I do now.

11 Q: And what is -- what was the error?

12 A: Well, Indigo Limited, Inc. did not exist, while it says it
13 was a corporation existing under the laws, it didn't exist,
14 and to move it into Indigo Limited, LLC, which also did not
15 exist. So, one error led to another error, I guess.

16 Q: Looking at the first Line 3 of that document, Page 1, I'm
17 curious. It says that the consideration was \$5 love and
18 affection. Do you know why those words were chosen?

19 A: No, sir.

20 Q: To your knowledge, was there any love and affection that
21 exist between Indigo Limited, Inc. and Indigo Limited, LLC?

22 A: No, sir.

23 Q: How did the title to the lot come to be placed in Indigo
24 Limited, Inc.?

25 A: I don't know.

1 Q: Is -- did you ---

2 A: Jennifer -- Jennifer drafted it out that way and -- and
3 Kenneth Kellahan, I think, executed a document I've seen
4 somewhere.

5 Q: And that would be a deed from Craven's Grant to Indigo
6 Limited, Inc. or do you know?

7 A: Well, the corporate records would reflect that it
8 should've been to Indigo LTD, LLC.

9 Q: Now, on October 2nd, 2007, at -- was this document signed
10 by you at the same closing as the Note and Mortgage and
11 Guaranty to BB&T?

12 A: I believe it was.

13 Q: I turn your attention to Plaintiff's Exhibit Ten. Do you
14 have that?

15 A: Yes, sir.

16 Q: In the second -- in the second paragraph which is marked
17 Arabic Numeral I in parenthesis on the first page, read that
18 for me, that first sentence.

19 A: That Deponent makes this affidavit on behalf of Limited
20 Liability Company whose name is Indigo Limited, LLC and said
21 Limited Liability Company is located in the State of South
22 Carolina and Deponent's official position with said Limited
23 Liability Company is member/manager.

24 Q: And who prepared this document?

25 A: Jennifer Kellahan.

1 Q: Now, turning your attention to the next page, the
2 signature line, who signed this -- what entity signed this
3 affidavit?

4 A: I signed for Indigo Limited, Inc.

5 Q: To your knowledge, does Indigo -- has there ever been a
6 corporation that you're involved with called Indigo Limited,
7 Inc.?

8 A: No, sir. Indigo Limited, Inc. has never -- it never has
9 been a company. Above that that says name of Limited
10 Liability Company, Indigo Limited, LLC.

11 Q: I'm gonna turn your attention to the first page, Paragraph
12 Arabic Numeral II in parenthesis.

13 A: Yes, sir.

14 Q: It says that the Limited Liability Company has been in
15 possession of Lot 207 since September 23rd, 2002. Do you see
16 that?

17 A: Yes.

18 Q: To your knowledge, when did any Indigo named Limited
19 Liability Company come into ownership or the right to possess
20 Lot 207?

21 A: Any Indigo company?

22 Q: Any Indigo company whether it's Indigo Limited or Indigo,
23 LTD, either one of those?

24 A: I think the disbursements were made in August.

25 Q: Of what year?

1 A: 2007.

2 Q: So, Paragraph II would appear to be correct or incorrect
3 to your knowledge?

4 A: Right now that I focus on it, incorrect 2002.

5 Q: I'm gonna call your attention to Plaintiff's Exhibit
6 Fifteen. Do you have that in front of you?

7 A: Yes, sir.

8 Q: Do you know who prepared this Operating Agreement?

9 A: No, sir.

10 Q: Who does that say is ---

11 A: Is that ---

12 Q: I beg your pardon?

13 A: It's got reference JJ&K. I don't know what that means.
14 Maybe Jennifer prepared it.

15 Q: Well, we're only asking today what you know; we're not
16 asking you to guess or assume.

17 A: I'm not certain who prepared it.

18 Q: I think we've had that discussion before, haven't we?

19 A: Correct.

20 Q: And does this Operating Agreement say that Indigo LTD, LLC
21 owns twenty-five percent of J3H, LLC?

22 A: Yes, on Page JJ&K0049.

23 Q: And is that accurate?

24 A: Indigo LTD, LLC owned twenty-five percent of J3H, yes,
25 sir.

1 Q: One more document, I'm sorry. Plaintiff's Exhibit
2 Sixteen, the Statement of Disassociation, do you have that?

3 A: Yes, sir.

4 Q: Do you know who prepared that document?

5 A: No, sir.

6 Q: Did you prepare it?

7 A: No, sir.

8 Q: Do you know who filed it with the Secretary of State?

9 A: No, sir.

10 MR. WARD: Your Honor, at this point, reserving my right
11 to call him in my case in chief, that's all the questions I
12 have of him in response to what was elicited by Mr. Robinson.

13 THE COURT: Well, Mr. Robinson will get another
14 opportunity ---

15 MR. WARD: Yes, sir and -- but I am gonna call him as my
16 witness at that point.

17 THE COURT: All right.

18 MR. WARD: Thank you, Your Honor.

19 THE COURT: Mr. Robinson?

20 MR. ROBINSON: Thank you.

21 REDIRECT EXAMINATION OF PHILLIP JASON LUQUIRE BY MR. ROBINSON:

22 Q: Mr. Luquire, have there been any other owners that you can
23 identify for us or members of any of these Indigo entities
24 other than yourself from their inception?

25 A: I believe my wife is on Indigo Limited, which became

1 Indigo Mortgage.

2 Q: And she's been your wife since when?

3 A: 1996.

4 Q: And she's still your wife?

5 A: Yes.

6 Q: Right?

7 A: Yes.

8 Q: So, no other owner is running around making name changes
9 from Indigo Adventure to Indigo Limited to Indigo Mortgage
10 other than you?

11 A: Or my wife -- other than us, right.

12 Q: You'd know about it? Nobody is making these name changes
13 without your knowledge?

14 A: Not that I'm aware of; no, sir. I'm not ---

15 Q: You haven't given anybody power of attorney to act on your
16 behalf?

17 A: I have in the past.

18 Q: Do you have any reason to believe from any of your
19 dealings with any of these Limited Liability Companies that
20 someone else has been manipulating the names?

21 A: Well, I think that counsel did, on a number of these
22 documents, made mistakes; I don't know about manipulating.

23 Q: I'm sorry. I'm not making myself clear, Mr. Luquire. I'm
24 sure the problem is mine. You're not -- you have no reason to
25 believe that some business partner has taken unilateral action

1 without your knowledge to change any of the names of the
2 Indigo Limited Liability Companies?

3 A: No, sir.

4 Q: Have any of these Indigo Limited Liability Companies
5 operated out of some office other than your home?

6 A: Yeah, Indigo Mortgage did and Indigo LTD. I don't know
7 what the physical corporate registered location but it did
8 operate out of office location in Pawleys Island.

9 Q: Did you -- did you work in the office, wherever Indigo
10 Mortgage was located or wherever Indigo LTD was located?

11 A: Yes.

12 Q: Did Ms. Kellahan assist you with the legal work to effect
13 the various name changes?

14 A: No.

15 Q: Did some other lawyer?

16 A: I imagine so.

17 Q: Who?

18 A: I don't remember. I've had a few.

19 Q: You've had a few different lawyers?

20 A: Yes.

21 Q: To help you with the name changes for these Limited
22 Liability Companies?

23 A: I would assume one helped me but I can't identify who that
24 might've been back in 2003; no, sir.

25 Q: Or 2006 or any of these other dates? Can you identify any

1 lawyers that helped you with these changes?

2 A: Well, I think the only name change occurred in -- last
3 name change occurred in 2003, nine years ago.

4 Q: How about the creation of Indigo LTD, LLC? Did you have a
5 lawyer help you with that?

6 A: I imagine I did.

7 Q: Who?

8 A: I don't know -- I don't remember.

9 Q: All of the documents that you and I looked at were all
10 after 2003, were they not, Mr. Luquire?

11 A: Except for that one with the 2002 on it.

12 Q: The loan documents associated with this loan?

13 A: The loan documents, I'm sorry, no, sir, all since 2000--
14 October 2007.

15 Q: The various documents related to J3H, LLC, all these
16 documents were all much more recent than your name change
17 event; is that correct?

18 A: I'd have to go back through every one to identify that but
19 the only one that surprised me was this one signed on October
20 2nd of '07 that referenced a 2002 date.

21 Q: Isn't it true, Mr. Luquire, that when you were deposed,
22 when I deposed you in July of 2012, you didn't remember -- did
23 not remember whether or not there was a loan application that
24 you submitted to BB&T for this loan?

25 A: I think I -- I hope I said, I imagine there was.

1 Q: But you didn't specifically remember it, did you?

2 A: I didn't remember the specific document but I assumed
3 there was a process we went through to do that.

4 Q: And you didn't remember the specific loan terms; is that
5 correct?

6 A: I think -- no, sir. I -- I mean, to this -- I'd have to
7 look at the documents to look at the interest rates and all
8 that right now.

9 Q: But you didn't remember at the deposition specifically
10 setting up the terms of this loan?

11 A: Well, the bank, I think set the terms out and I agreed ---

12 Q: You didn't remember, did you, Mr. Luquire, the location of
13 the closing for the loan or the circumstances?

14 A: I think I said I imagine it was Pawleys Island.

15 Q: You didn't recall what you intended to do with the loan
16 proceeds?

17 A: I didn't recall?

18 Q: You didn't recall what you intended to do with the loan
19 proceeds?

20 A: No, sir. We now -- now, gathered all the documents back
21 from that date and I now can reflect on that.

22 Q: And you did not recall the renewal process with BB&T?

23 A: The process ---

24 Q: Renewal of the loans in 2008 and again in 2009?

25 A: I knew we renewed loans on those three years.

- 1 Q: Yes, sir. But didn't recall the details of that?
- 2 A: Not the interest rates and the -- I knew it was interest
3 only.
- 4 Q: You testified to some ownership interest of J3H, LLC and a
5 sale that occurred?
- 6 A: Yes, sir.
- 7 Q: And told us just a minute ago that that was not Indigo
8 Limited, that was Indigo LTD that was the owner; is that
9 correct?
- 10 A: That's correct.
- 11 Q: When I asked you for tax returns involving any of these
12 Limited Liability Companies that you had an ownership is, you
13 objected, didn't you, in this lawsuit?
- 14 A: Counsel may've objected.
- 15 Q: Did you instruct counsel -- I'll withdraw that question.
16 You, I believe, explained to Mr. Ward, that at the time
17 you applied for this loan on behalf of Indigo Limited, it
18 didn't exist; is that right?
- 19 A: That's right, in 2007, Indigo Limited, LLC did not exist.
- 20 Q: Who did you think was gonna pay the money back?
- 21 A: Indigo LTD, LLC, the proceeds from the entity that we were
22 using it for.
- 23 Q: You thought that the entity that you were putting the
24 money into might pay the loan back; was that Turkey Creek?
- 25 A: That was working capital that went into Turkey Creek,

1 correct, Turkey Creek Development, LLC.

2 Q: But that name doesn't appear on any of the loan documents?

3 A: None of the loan documents, no, sir.

4 Q: You've identified a Jennifer Kellahan as a witness in this
5 case, haven't you?

6 A: As a witness?

7 Q: Yes, sir, somebody who has knowledge of the facts that
8 might be called as a witness.

9 A: Yes, I think Jennifer could testify on these documents.

10 Q: Nothing further.

11 THE COURT: Any recross?

12 MR. WARD: Nothing further, Your Honor.

13 THE COURT: Thank you, you may step down.

14 MR. LUQUIRE: Take these with me, sir?

15 THE COURT: Just hand them to the court reporter.

16 MR. LUQUIRE: I can't swear they're all gonna be in
17 order.

18 THE COURT: She'll get them in order.

19 MR. WARD: We're more interested in them all being there.

20 COURT REPORTER: Thank you.

21 MR. ROBINSON: May I approach?

22 THE COURT: Yes, sir.

23 PLAINTIFF'S EXHIBIT NUMBER EIGHTEEN

24 MARKED FOR IDENTIFICATION

25 MR. ROBINSON: I've got an Affidavit for Attorney's Fees

1 that I would like to submit.

2 The note provides for recovery of attorney's fees against
3 the guarantor as to each of the modified notes and I think the
4 Guaranty Agreement also speaks to this issue of recovery of
5 attorney's fees and costs.

6 THE COURT: Do you have any objection to the affidavit
7 coming in?

8 MR. WARD: I don't have any objection to this document
9 coming in. I see that -- my copy is not notarized. I don't
10 care about that; he's an officer of the court.

11 THE COURT: He's telling me as an officer of the court.

12 MR. WARD: Yes, and that is -- I agree with that. And if
13 -- my objection would be that in order for you to award
14 attorney's fees, he's got to submit the stuff hourly and I
15 don't think we need to do that here today. I understand that
16 if he prevails, he'd be entitled to an attorney's fee. The
17 two things I would ask the Court to bear in mind are that,
18 number one, the judgment in the foreclosure action would have
19 some bearing upon this. That is whatever ---

20 THE COURT: Well, I mean, it took in the cost of the
21 foreclosure action. I mean, it says the \$231,000 including
22 the costs but I don't know that that's the attorney's fees
23 involved.

24 MR. WARD: I would ---

25 THE COURT: I thinking that's costs, that's not

1 attorney's fees.

2 MR. WARD: I think that in awarding attorney's fees, they
3 can't have a double recovery, so we need to pars that out and
4 understand whether or not that is an attorney's fee under the
5 Guaranty which I will submit I have read and it has an
6 attorney's fee provision in the Guaranty independent of the
7 note. And then, second ---

8 THE COURT: We know attorney's fees have been paid to
9 date; is that correct?

10 MR. WARD: That's correct.

11 THE COURT: I mean, your client is not alleging that he's
12 already paid ---

13 MR. WARD: Once they got into -- no payments were made
14 after it matured. Second of all, and probably more
15 importantly and it would touch upon the first issue, I don't
16 think the Court can award attorney's fees without, you know,
17 the hourly time statements especially an attorney's fee in the
18 amount of \$45,000. And I think that the cases of the Supreme
19 Court, Court of Appeals are pretty clear on that. But I have
20 no -- I do not dispute that if they prevail, they're entitled
21 to an attorney's fee but I don't believe that on this record
22 you can award it and I don't think we need to litigate that.
23 I think the Court should get his affidavit, itemized billings,
24 let me have a copy and then we may not disagree with that.

25 THE COURT: Mr. Robinson, can you provide the Court with

1 ---

2 MR. ROBINSON: I'll be glad to do that. And, Your Honor,
3 I ---

4 THE COURT: And what I'll do is in essence, leave the
5 record open for that to be submitted.

6 MR. ROBINSON: Thank you, Your Honor. I will be glad to
7 do that and I apologize about the overlooking the notary
8 public. That certainly wasn't -- certainly wasn't intended.

9 THE COURT: Your signature and telling me this is yours
10 in open court is all I need. Thank you.

11 MR. ROBINSON: I do not intend to offer any more live
12 testimony. At this time, we'd move for a judgment as a matter
13 of law on behalf of BB&T based on the documents that have been
14 introduced and the testimony of Mr. Luquire and the admissions
15 in response to our pleadings.

16 THE COURT: At this point in time I'm gonna respectfully
17 deny your motion.

18 MR. ROBINSON: Yes, sir.

19 MR. WARD: I'd like to call Mr. Luquire.

20 THE COURT: Come on back up, Mr. Luquire.
21 You're still under oath.

22 MR. LUQUIRE: Yes, sir.

23 DIRECT EXAMINATION OF PHILLIP JASON LUQUIRE BY MR. WARD:

24 Q: Jason, I'm gonna hand you a document marked TGWdocs00-6
25 and ask you if you've ever seen that document before?

1 A: Yes.

2 Q: And what is that document?

3 A: It's a Title of Real Estate General Warranty Deed.

4 MR. WARD: I'd like to offer that as Defendant's Exhibit
5 Three.

6 THE COURT: Three. Any objection?

7 MR. ROBINSON: No objection.

8 THE COURT: Without objection.

9 DEFENDANT'S EXHIBIT NUMBER THREE

10 ADMITTED INTO EVIDENCE

11 BY MR. WARD:

12 Q: What was taking place in that deed?

13 A: Craven's Grant II, LLC was -- a partial liquidation
14 distributing Lot 207 to Indigo Limited, Inc. -- LLC is
15 stricken and Inc. is written in.

16 Q: And was there another lot also being ---

17 THE COURT: I'm sorry. Excuse me, Mr. Ward. Could you
18 repeat that last answer; I didn't get the very end of that.

19 A: Inc. -- Indigo Limited, Inc. with initials out beside,
20 Inc.

21 THE COURT: I apologize, I'm working from the wrong
22 document. All right.

23 Q: And tell us again why that document was being -- that deed
24 was prepared?

25 A: Craven's Grant II, LLC was partial liquidation of the

1 Grantor in consideration for the reduction of Grantee's
2 interest therein presents Indigo Limited, Inc., hereinafter
3 referred to as Grantee.

4 Q: Do you know who prepared that deed?

5 A: Jennifer Kellahan.

6 Q: Do you know who signed it?

7 A: Kenneth R. Kellahan.

8 Q: And was this something that you were aware of that was
9 occurring?

10 A: Yes.

11 Q: And did you see that deed before it was signed and later
12 recorded?

13 A: I don't believe so; no, sir.

14 Q: Do you know why the LLC was stricken out and the Inc. was
15 handwritten in?

16 A: No, sir.

17 Q: What entity was rightfully entitled to those two lots?

18 A: Indigo LTD, LLC.

19 Q: Do you have any knowledge of whether or not that -- do you
20 have any knowledge of whether or not the deed that's
21 Plaintiff's Exhibit Eight -- if I may have that one -- I'm
22 gonna hand you Plaintiff's Exhibit Eight. Is there any
23 relationship between Defendant's Exhibit Three and Plaintiff's
24 Exhibit Eight?

25 A: There's Indigo Limited, Inc. on both.

1 Q: But do you know why -- do you know whether or not
2 Plaintiff's Exhibit Eight ---

3 A: It appears that it was correcting or changing it from
4 Indigo Limited, Inc. to Indigo Limited, LLC.

5 Q: At or near the time of the maturation of the second note
6 and modification, which if I'm remembering correctly was in
7 January of 2010, did you begin having discussions with BB&T to
8 renew the note yet again?

9 A: Yes.

10 Q: Did you have an agreement with BB&T that the note would be
11 renewed?

12 MR. ROBINSON: Object, Your Honor.

13 THE COURT: Sustained.

14 Q: Who did you have those discussions with at BB&T?

15 A: Chris Clark.

16 Q: And were they before or after the note matured in January
17 of 2010?

18 A: Before and after.

19 Q: Was the note renewed?

20 A: No, sir.

21 Q: Were you given a reason?

22 A: I believe the collateral, they had the collateral
23 appraised and they had declined and they wanted to -- me to
24 add cash into the -- to do a renewal, add cash or reduce the
25 line of credit.

1 Q: Did you then have an exchange of communication with the
2 bank's law firm?

3 A: Yes.

4 Q: And what was the -- what was that communication about?

5 A: Continuing to -- first of all, I was surprised when I --
6 when Chris Clark notified to me that it'd been turned over to
7 ---

8 THE COURT: Didn't I just sustain an objection that you
9 weren't to bring that up, the negotiations?

10 MR. WARD: Yes, you did, and I wasn't exactly listening,
11 I was counting my documents but he ---

12 THE COURT: He made an objection, I sustained it and you
13 have gone right on into it. So, I'm just -- unless you --
14 unless you have -- are withdrawing your objection?

15 MR. ROBINSON: No, sir. I'm not withdrawing the
16 objection.

17 MR. WARD: And I was referring to the communications
18 between Mr. Luquire and the bank's then counsel. Chris Clark
19 was a loan officer, not a lawyer.

20 THE COURT: All right.

21 MR. WARD: And I'm gonna hand ---

22 THE COURT: Is there an objection to that?

23 MR. ROBINSON: I don't know whether he's going -- how far
24 ---

25 THE COURT: I have no idea what relevance it would have

1 it was after the maturation date. I mean it's just
2 irrelevant; he didn't make the payment. They didn't have to
3 give him another loan.

4 MR. WARD: I'm sorry, Your Honor. My point in offering
5 this next group of letters or five of them, is to show that
6 the back was dealing with Indigo LTD, LLC not Indigo Limited,
7 LLC.

8 THE COURT: Do you have any objection to ---

9 MR. ROBINSON: I don't have any objection to that. I
10 just don't know what else he's going into in terms of
11 settlement ---

12 THE COURT: Well, listen carefully then as he proceeds.
13 BY MR. WARD:

14 Q: And so, I'm gonna hand you five letters and ask you if
15 those are the letters where you attempted to work out
16 something after maturation with the bank's counsel?

17 MR. ROBINSON: Which letters are we talking about?

18 Q: Oh, I'm sorry. Give us the numbers on the bottom right-
19 hand side, Jason.

20 A: BBT000220, 221, 222, 238, 223 and 225.

21 MR. ROBINSON: Your Honor, I don't have an objection to
22 the point that Mr. Ward just referenced. That was that the
23 bank or its agents interacted with Mr. Luquire with reference
24 to an entity named Indigo LTD. I do object to the substantive
25 discussions that may exchange about whatever else might happen

1 in effect to settlement prior to the foreclosure action.

2 THE COURT: Hang on.

3 MR. WARD: It's not being offered ---

4 THE COURT: It's not offered for that purpose other than
5 to show that there were -- I'll let them in for that limited
6 purpose.

7 MR. WARD: Yes, sir.

8 THE COURT: In essence, what I would do is I'm just gonna
9 look at the top part, I'm won't even read the contents of the
10 letters.

11 MR. WARD: Yes, sir. That's fine.

12 THE COURT: So, these would be altogether or you want ---

13 MR. WARD: Yes, sir, a group.

14 THE COURT: Be Number Four for the limited purpose.

15 MR. WARD: If you want to you can just staple them
16 together so they won't get away from us.

17 DEFENDANT'S EXHIBIT NUMBER FOUR

18 ADMITTED INTO EVIDENCE

19 BY MR. WARD:

20 Q: You and Indigo Limited and Indigo LTD were unable to reach
21 any resolution with the bank; is that correct?

22 A: That's correct.

23 Q: And did the bank bring a civil action against Indigo
24 Limited, LLC to foreclose the mortgage?

25 A: Indigo ---

1 Q: Limited, LLC?

2 A: Yes.

3 Q: And is this a copy of that civil action?

4 A: Yes, sir.

5 MR. WARD: I'd like to offer that as Plaintiff's Exhibit
6 Five?

7 THE COURT: Any objection?

8 MR. ROBINSON: No, sir.

9 THE COURT: This is just the beginning document that
10 you've already got the end document in; is that correct?

11 MR. ROBINSON: That's my understanding, Your Honor.

12 MR. WARD: That's correct, Your Honor.

13 DEFENDANT'S EXHIBIT NUMBER FIVE

14 ADMITTED INTO EVIDENCE

15 BY MR. WARD:

16 Q: After you got served with that civil action to foreclose
17 the Indigo Limited, LLC mortgage, did you hire an attorney?

18 A: Yes.

19 Q: And was that me?

20 A: Yes, it was.

21 Q: And did you and I together try to understand what your
22 rights were and what the rights of Indigo Limited and what the
23 rights of Indigo LTD were with respect to this matter?

24 A: Yes, we did.

25 Q: And did you send me certain information that you got from

1 your records?

2 A: Yes.

3 Q: And this is TGW97, October of 2010. Did I prepare a
4 memorandum to the bank's then attorney in the foreclosure
5 action that was Plaintiff's Exhibit Five?

6 A: Yes, sir.

7 Q: Or Defendant's Exhibit Five.

8 A: You did.

9 Q: And is that what you're holding in your hands?

10 A: Yes, sir.

11 Q: And where did I get that information from?

12 A: From me.

13 Q: And did we review it together?

14 A: Yes.

15 Q: Do you believe the information in that memorandum to be
16 accurate?

17 A: Yes, sir.

18 Q: What did you tell me to do with that information?

19 A: Pass it along to the bank.

20 Q: And to your knowledge, did I do so?

21 A: You did.

22 MR. WARD: I'd like to offer this as Defendant's Exhibit
23 Six.

24 THE COURT: Any objection?

25 MR. ROBINSON: I object to this document. I do not

1 object to the testimony but I do object to the document.

2 THE COURT: Okay. I'm gonna sustain the objection, this
3 is an internal memo.

4 MR. WARD: Well, Your Honor, if I could be heard on that.

5 THE COURT: Yes, I mean, that's just y'all's position on
6 that. I mean, he can testify as to what it is but I'm not
7 gonna let the document in.

8 MR. WARD: But we delivered it to the bank, they received
9 it in the normal course of ---

10 THE COURT: This is a self-serving statement.

11 MR. WARD: Well, I -- if we can just revisit that later.

12 THE COURT: All right.

13 BY MR. WARD:

14 Q: So, if you would ---

15 THE COURT: I mean, the bottom line is an Answer was not
16 filed by anyone in this matter; is that correct?

17 MR. WARD: That is correct, absolutely.

18 THE COURT: I mean, I'm not gonna let you treat this as
19 an Answer when you didn't -- when nobody filed an Answer,
20 that's what I think you're trying to do.

21 MR. WARD: No, sir.

22 THE COURT: Okay. Well, it's out right now; you might
23 convince me later.

24 MR. WARD: Yes, sir, I understand.

25 BY MR. WARD:

1 Q: In preparing this information, what did we determine or
2 what did you discover about whether -- about Indigo Limited at
3 the time that you closed the loan in October of 2007?

4 MR. ROBINSON: I'm gonna object based on lack of
5 foundation.

6 THE COURT: Sustained.

7 Q: In October of 2007, when you closed the loan, it was in
8 the name of Indigo Limited, LLC, correct?

9 A: Correct.

10 Q: By October 2010, did you have an understanding about what
11 the name of the borrower should have been on that loan?

12 A: Yes.

13 MR. ROBINSON: Same objection.

14 THE COURT: Sustained.

15 Q: Did Indigo LTD ---

16 THE COURT: The documents speak for themselves.

17 Q: Did Indigo LTD, LLC exist in October 2007?

18 A: Yes.

19 Q: Did you believe that that was the borrower when you sat
20 down to close in October of 2007?

21 MR. ROBINSON: I object, Your Honor, as to the witness
22 testifying about that.

23 THE COURT: Sustained.

24 Q: Who should've been the borrower in October of 2007 ---

25 THE COURT: Sustained, the documents speak for

1 themselves.

2 Q: Did BB&T send you reports about the interest that was paid
3 on the October 2007 loan?

4 A: Yes.

5 Q: And who did BB&T report was -- the interest was being paid
6 by?

7 A: From 2007 forward Indigo LTD, LLC.

8 Q: And was that correct?

9 A: Yes.

10 MR. WARD: And if we could mark that one as an exhibit
11 being offered but ---

12 THE COURT: Just for identification.

13 MR. WARD: Yes, sir.

14 THE COURT: All right.

15 DEFENDANT'S EXHIBIT NUMBER SIX

16 MARKED FOR IDENTIFICATION

17 BY MR. WARD:

18 Q: I'm gonna hand you the document marked as Plaintiff's
19 Exhibit Seven. Were you ever told by BB&T for the closing
20 attorney prior to the closing that Indigo Limited, Indigo LTD
21 or you personally would be required to waive your right to
22 appraisalment?

23 MR. ROBINSON: Object to the question.

24 THE COURT: Overruled, I'll allow that.

25 Q: Is the first time you saw that document or knew about the

1 requirement of a Waiver of Right to Appraisement at the
2 closing?

3 A: Yes.

4 Q: When you sat down to close it that day on October 2nd,
5 2007, did you have any idea what the right to an appraisement
6 was?

7 A: No.

8 Q: How much did you borrow when you -- in October of 2007?

9 A: The line of credit was for \$250,000.

10 Q: What was the -- and the line of credit was secured by a
11 piece of property?

12 A: Lot 207, Craven's Grant.

13 Q: And when you closed on the loan, October 2007, did you
14 have any opinion about what the property was worth?

15 MR. ROBINSON: I object. He's not the property owner and
16 no basis has been laid for his opinion on what the lot was
17 worth.

18 THE COURT: Sustained.

19 Q: Did the bank have the property appraised?

20 A: Yes.

21 Q: And do you know what the result of that appraisal was?

22 MR. ROBINSON: I object based on hearsay.

23 THE COURT: Sustained.

24 Q: Is this a mock up of Craven's Grant?

25 A: It is.

1 Q: And were you involved with marketing in Craven's Grant in
2 2006 and 2007?

3 A: I was an owner in Craven's Grant and we hired marketing
4 firms.

5 Q: If a lot sold in 2006 and 2007, would you know what it
6 sold for?

7 A: Yes.

8 Q: And are you aware of the sale of any lots in Craven's
9 Grant in 2006 and 2007?

10 MR. ROBINSON: I object based on relevance and ---

11 THE COURT: Sustained. It doesn't matter because it
12 could've been an entirely different lot, it could've been
13 different acreage, it could've been waterfront or not, so I'm
14 going to sustain the objection.

15 Q: Were there any lots in Craven's Grant that sold in 2006
16 and 2007 that were similar to Lot 207 that we're here today
17 about?

18 A: Yes.

19 Q: And do you remember what lots those were?

20 MR. ROBINSON: I object on the lack of foundation and the
21 lack of qualification for this witness to offer testimony on
22 that subject.

23 THE COURT: Sustained, sustained.

24 Q: Do you know what the Lot 207 sold for at the foreclosure?

25 A: Yes.

1 Q: What was that?

2 A: \$25,000.

3 Q: Do you have knowledge of any other similarly situated lots
4 in Craven's Grant selling for that price?

5 MR. ROBINSON: Same objection.

6 THE COURT: Sustained, irrelevant.

7 MR. WARD: That would violate the rule -- walking off
8 with the exhibit.

9 THE COURT: Believe me, the court reporter will always
10 track you down till the day you die.

11 MR. WARD: That's all the questions I have of this
12 witness.

13 THE COURT: All right. Mr. Robinson.

14 MR. ROBINSON: No questions, Your Honor.

15 THE COURT: All right. Thank you. You may step down.

16 MR. WARD: I will call Mr. Jordan.

17 THE COURT: All right. Why don't we talk about a ten-
18 minute recess before we go into -- how long do you think it
19 will take?

20 MR. WARD: Thirty minutes.

21 THE COURT: Okay. Let's take a ten-minute recess.

22 MR. ROBINSON: Yes, sir.

23 *****OFF THE RECORD*****

24 (On the Record)

25 THE COURT: Mr. Jordan.

1 KIP JORDAN, HAVING BEEN SWORN,
2 TESTIFIED AS FOLLOWS:

3 CLERK: Please be seated and state your name and spell it
4 for the record, please.

5 MR. JORDAN: Kip Jordan, K-I-P J-O-R-D-A-N.

6 DIRECT EXAMINATION OF KIP JORDAN BY MR. WARD:

7 Q: Mr. Jordan, how long have you been with BB&T?

8 A: Sixteen and a half years.

9 Q: And are you familiar with the loan file of Indigo Limited,
10 LLC and Indigo LTD, LLC?

11 A: Yes, sir.

12 Q: And did you review it before today?

13 A: Yes, sir.

14 Q: And did the bank have -- in 2007 when the bank made this
15 loan was it based on an appraisal?

16 A: I don't know the answer to that.

17 Q: What -- did you look at the bank's file before you came
18 here today?

19 A: Yes, but as far as what that loan was based on, it
20 could've been based on a credit history, cash flow in addition
21 to appraised value. At BB&T, we do not call ourselves
22 collateral lenders.

23 Q: Yes, sir. Was there an appraisal in the file on or about
24 the time of the loan in October of 2007?

25 A: You could -- I mean, I just looked at some appraisals but

1 I don't recall the dates.

2 Q: Was there one in the bank's file that you looked at before
3 coming here today to testify?

4 A: I don't -- I don't remember. I mean, I -- I don't
5 remember.

6 Q: You don't remember whether there were any appraisals in
7 the bank's file?

8 A: I mean, prior to coming, I mean, I just didn't focus on
9 that part.

10 Q: Were there any records in the bank's file that indicated
11 to you that the -- in 2007 when the loan originated that the
12 bank obtained an appraisal?

13 A: Like I said, I didn't -- I just don't remember looking at
14 that part as far as the file. I mean, I would assume there
15 would be but I don't know that.

16 MR. WARD: That's all I have, Your Honor.

17 THE COURT: All right. Mr. Robinson?

18 MR. ROBINSON: No questions.

19 THE COURT: Thank you. You may step down.

20 THE COURT: That didn't take you thirty minutes, did it?

21 MR. WARD: No, sir. Well, in looking at what I had and
22 understanding his limited knowledge, we were going to be
23 wasting our time.

24 So, that is the Defendant's case. We haven't had an
25 argument -- a chance to explain to you what we believe our

BY THE COURT

1 case is about.

2 BY THE COURT:

3 THE COURT: What I'm gonna do is I will take it under
4 advisement and I will give y'all both fifteen days to submit
5 proposed orders which will basically be your argument on that
6 as well.

7 MR. WARD: Thank you, Your Honor.

8 THE COURT: And I'll give you -- why don't you go --
9 before I get those orders, Mr. Robinson, if you could in ten
10 days give me the updated attorney's fee affidavit concerning
11 just this matter.

12 MR. ROBINSON: Yes, sir.

13 THE COURT: All right. Okay, and redaction issues, we
14 need to take care of those documents and have the tax ID
15 number or social security number ---

16 MR. WARD: My ---

17 THE COURT: What -- I'm sorry, go ahead.

18 MR. WARD: My suggestion would be that we get a black
19 magic marker and either draw a line through all of it or all
20 of but the last three or four digits.

21 THE COURT: I think most banks do it, it seems like the
22 last four, at least -- you're pretty much talking the same
23 documents.

24 MR. ROBINSON: Exhibits Eleven, Twelve and Seventeen that
25 we offered.

1 THE COURT: right.

2 MR. ROBINSON: I don't know if there were any that you
3 offered.

4 MR. WARD: And then I don't know the actual the
5 transcript if -- when if we -- maybe the court reporter could
6 be directed that when she -- if she types it up to do the same
7 drill.

8 THE COURT: Yes, ma'am, if you'll please do that, just
9 kind of redact that part out of it. If anybody orders the
10 transcript, they're gonna have the full document.

11 MR. WARD: And, Your Honor, if I could, I'd like to hand
12 up the two cases that our case is really based upon.

13 THE COURT: All right. And I'll give you the five days
14 if you have any other law that you want to submit. You've
15 already given me a pre-trial brief, which most likely it
16 already has that information.

17 MR. ROBINSON: I have not -- Mr. Ward and I have not
18 discussed and I have not reviewed the two cases he handed up.
19 I don't know if you want any argument on that.

20 THE COURT: If you want to send me something by email,
21 you're welcome to do so.

22 Again, I won't be making a decision probably for thirty
23 days because I'm gonna get your proposed briefs and review
24 them and then I'll make my ruling.

25 MR. ROBINSON: Ten days from today on the affidavit?

1 THE COURT: Correct. Now, I want to have that before the
2 proposed order.

3 MR. ROBINSON: And then fifteen days after that or
4 fifteen days starting today on the proposed orders?

5 THE COURT: Fifteen -- just whatever y'all feel
6 comfortable with. I don't know what your workload is. If you
7 need fifteen days after that, that would be fine. I'm -- I'm
8 gonna -- I want to get this over with in 2012 if at all
9 possible.

10 MR. ROBINSON: Yes, sir.

11 MR. WARD: Why don't we pick a date so that we don't get
12 into a discussion ---

13 THE COURT: Why don't we say you have your affidavit to
14 me by the 10th of December and the proposed orders by the 15th
15 of December. Are any of those days a Saturday or Sunday?
16 Make it the 17th.

17 MR. ROBINSON: May I ask please, Your Honor, for input on
18 how much detail you want in the itemized entries of timing?

19 THE COURT: I need to know your hours, that's what I need
20 ---

21 MR. ROBINSON: Okay.

22 THE COURT: --- on an hourly basis.

23 MR. ROBINSON: I'd be able to then be a little gentle on
24 the description of specifically what was done on that
25 occasion?

1 THE COURT: Yeah, I don't need to know exactly what you
2 did, I just need -- you're an officer of the court, I -- if
3 you would never give me an hour and say you did an hour and a
4 half and not do it, so I don't have to know what you did on it
5 as long as it's put to this case.

6 MR. ROBINSON: Thank you.

7 MR. WARD: Your Honor, the 15th is a Saturday ---

8 THE COURT: Let's make -- that's what I'm saying, let's
9 make it the 17th.

10 MR. WARD: Could we make it the 21st?

11 THE COURT: That's fine.

12 MR. WARD: And then, Your Honor, the last document that I
13 offered that the court ruled against. Under the authority of
14 those cases, I think it is pertinent and not ---

15 THE COURT: I get it. She's got it. Madam Court
16 Reporter, may I ---

17 MR. WARD: And I will -- in my proposed order, I'm gonna
18 address that issue. We don't need to talk about it anymore.

19 THE COURT: All right.

20 MR. WARD: I just wanted you to not forget that in my
21 opinion, we're leaving that thing hanging and I'm gonna argue
22 to you about it in my proposed order.

23 THE COURT: You know what I'm -- since I'm ruling on this
24 thing and it's not a jury, I'm gonna go ahead and let it in.
25 I'll put the weight on it that I deem appropriate. So, I'm

1 gonna go ahead and let it in and then I'll review it.

2 So, that's now Number Six is in evidence as well.

3 DEFENDANT'S EXHIBIT NUMBER SIX

4 ADMITTED INTO EVIDENCE

5 THE COURT: Let me make sure we've got what I'm gonna
6 have. For the Plaintiff, I've got Exhibits One, Two, Three,
7 Four, Five, Six, Seven, Eight, Nine, Ten, Eleven, Twelve,
8 Thirteen, Fourteen, Fifteen, Sixteen and Seventeen. For the
9 Defense, I've got One, Two, Three, Four for just the limited
10 purpose of showing dealings, Number Five and Number Six. Is
11 that correct, gentlemen?

12 MR. ROBINSON: It is for Plaintiff.

13 MR. WARD: And then Number Four was what? I've already
14 forgotten what that ---

15 THE COURT: That was these letters that I said I was only
16 gonna look at for the fact of those dealings.

17 MR. WARD: Yes, sir.

18 THE COURT: He objected that there may've been
19 negotiations involved.

20 MR. WARD: And I agreed to that, I've got my numbers
21 mixed up. Thank you.

22 THE COURT: Very well, thank you very much.

23 MR. WARD: Thank you, Your Honor.

24 MR. ROBINSON: Thank you, Your Honor. And thank you for
25 the accommodation of the date certain. That's a rare -- good

1 fortune.

2 THE COURT: Well, it worked out well. It certainly
3 needed a half day and sometimes it's hard to get them.

4

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(Adjourned.)

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C E R T I F I C A T E

I, the undersigned, Kay H. Richardson, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the hearing held in the case of Branch Banking and Trust versus P. Jason Luquire, held in the Court of Common Pleas for Georgetown County, Georgetown County Courthouse, Georgetown, South Carolina, on November 28, 2012.

I do hereby certify that I am neither of kin, counsel, nor interest to any party hereto.

A handwritten signature in dark ink, appearing to read "Kay H. Richardson", is written over a horizontal line.

Kay H. Richardson, CVR

Official Reporter

April 3, 2013.

Borrower: INDIGO LIMITED, LLC

Account Number: 00427

Note Number: 00001

Address: 325 PINCKNEY ROAD
GEORGETOWN, SC 29440-0000

BB&T

MYRTLE BEACH, South Carolina
Date: October 2, 2007

PROMISSORY NOTE

BORROWER(S) REPRESENTS HERewith THAT THE LOAN EVIDENCED HEREBY IS BEING OBTAINED FOR BUSINESS/COMMERCIAL PURPOSES. For value received, the undersigned, jointly and severally, if more than one, promises to pay to BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (the "Bank"), or order, at said bank at any of its offices in the above referenced city (or such other place or places that may be hereafter designated by Bank), the sum of

TWO HUNDRED FIFTY THOUSAND DOLLARS & 00/100

Dollars (\$ 250,000.00), in immediately available coin or currency of the United States of America.

☐ Borrower shall pay a prepayment penalty as set forth in the Prepayment Penalty Addendum attached hereto.

Interest shall accrue from the date hereof on the unpaid balance outstanding from time to time at the:

☐ Fixed rate of _____ % per annum.

☒ Variable rate of the Bank's Prime Rate plus 0.500 % per annum to be adjusted _____ Daily as the Bank's Prime Rate changes. If checked here ☐ , the interest rate will not exceed a(n) ☐ fixed ☐ average maximum rate of _____ % or a ☐ floating maximum rate of the greater of _____ % or the Bank's Prime Rate; and the interest rate will not decrease below a fixed minimum rate of _____ % . If an average maximum rate is specified, a determination of any required reimbursement of interest by Bank will be made: ☐ when Note is repaid in full by Borrower ☐ annually beginning on _____

☐ Fixed rate of _____ % per annum through _____ which automatically converts on _____ to a variable rate equal to the Bank's Prime Rate plus _____ % per annum which shall be adjusted _____ as such Prime Rate changes.

Principal and Interest is payable as follows

☒ Principal (plus any accrued interest not otherwise scheduled herein)

☐ Principal plus accrued interest

☐ Payable in consecutive _____

Installments of ☐ Principal

☐ Principal and Interest

Is due in full at maturity on 09/25/2008

commencing on _____

and continued on the same day of each calendar period thereafter, in _____ equal payments of \$ _____, with one final payment of all remaining principal and accrued interest due on _____

☐ ChoiceLine Payment Option: 2% of outstanding balance is payable monthly commencing on _____

and continuing on the same day of each calendar period thereafter, with one final payment of all remaining principal and accrued interest due on _____

☒ Accrued interest is payable _____ Monthly commencing on October 25, 2007 and continuing on the same day of each calendar period thereafter, with one final payment of all remaining interest due on September 25, 2008

☐ Bank reserves the right in its sole discretion to adjust the fixed payment due hereunder _____ on _____ and continuing on the same day of each calendar period thereafter, in order to maintain an amortization period of no more than _____ months from the date of the initial principal payment due hereunder. Borrower understands the payment may increase if interest rates increase.

☒ Prior to an event of default, Borrower may borrow, repay, and reborrow hereunder pursuant to the terms of the Loan Agreement, hereinafter defined.

☒ Borrower hereby authorizes Bank to automatically draft from its demand deposit or savings account(s) with Bank or other bank, any payment(s) due under this Note on the date(s) due. Borrower shall provide appropriate account number(s) for account(s) at Bank or other bank.

The undersigned shall pay to Bank a late fee in the amount of five percent (5%) of any installment past due for fifteen (15) or more days. When any installment payment is past due for fifteen (15) or more days, subsequent payments shall first be applied to the past due balance. In addition, the undersigned shall pay to Bank a returned payment fee if the undersigned or any other obligor hereon makes any payment at any time by check or other instrument, or by any electronic means, which is returned to Bank because of nonpayment due to nonsufficient funds.

All interest shall be computed and charged for the actual number of days elapsed on the basis of a year consisting of three hundred sixty (360) days. In the event periodic accruals of interest shall exceed any periodic fixed payment amount described above, the fixed payment amount shall be immediately increased, or additional supplemental interest payments required on the same periodic basis as specified above (increased fixed payments or supplemental payments to be determined in the Bank's sole discretion); in such amounts and at such times as shall be necessary to pay all accruals of interest for the period and all accruals of unpaid interest from previous periods. Such adjustments to the fixed payment amount or supplemental payments shall remain in effect for so long as the interest accruals shall exceed the original fixed payment amount and shall be further adjusted upward or downward to reflect changes in the variable interest rate; provided that unless elected otherwise above, the fixed payment amount shall not be reduced below the original fixed payment amount. However, Bank shall have the right, in its sole discretion, to lower the fixed payment amount below the original payment amount.

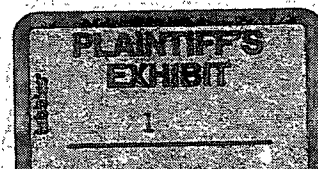
This Note is given by the undersigned in connection with the following agreements (if any) between the undersigned and the Bank:

Mortgage(s) / Deed of Trust(s) granted in favor of Bank as mortgagee / beneficiary:

☒ dated 10/02/2007 in the maximum principal amount of \$ _____ granted by _____

☐ dated _____ in the maximum principal amount of \$ _____ granted by _____

ACCOUNT# / NOTE#
9521820427 00001



Security Agreement(s) granting a security interest to Bank:

☐ dated _____ given by _____

☐ dated _____ given by _____

☐ Securities Account Pledge and Security Agreement dated _____, executed by _____

☐ Control Agreement(s) dated _____, covering ☐ Deposit Account(s) ☐ Investment Property
☐ Letter of Credit Rights ☐ Electronic Chattel Paper

☐ Assignment of Certificate of Deposit, Security Agreement, and Power of Attorney (for Certificated Certificates of Deposit dated _____, executed by _____

☐ Pledge and Security Agreement for Publicly Traded-Certificated Securities dated _____, executed by _____

☐ Assignment of Life Insurance Policy as Collateral dated _____, executed by _____

☐ Loan Agreement dated _____, executed by Borrower and ☐ Guarantor(s).

☐ _____
☐ _____

All of the terms, conditions and covenants of the above described agreements (the "Agreements") are expressly made a part of this promissory note (the "Note") by reference in the same manner and with the same effect as if set forth herein at length and any holder of this Note is entitled to the benefits of and remedies provided in the Agreements and any other agreements by and between the undersigned and the Bank.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or of any other right on any future occasion. Every one of the undersigned and every endorser or guarantor of this Note regardless of the time, order or place of signing waives presentment, demand, protest and notices of every kind and assents to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions, exchanges or releases of collateral if at any time there be available to the holder collateral for this Note, and to the additions or releases of any other parties or persons primarily or secondarily liable.

The failure to pay any part of the principal or interest when due on this Note or to fully perform any covenant, obligation or warranty on this or on any other liability to the Bank by any affiliate (as defined in 11USC Section (101) (2)), or by any guarantor or surety of this Note (said affiliate, guarantor, and surety are herein called "Obligor"); or if any financial statement or other representation made to the Bank by any of the undersigned or any Obligor shall be found to be materially incorrect or incomplete; or if any of the undersigned shall fail to furnish information to the Bank sufficient to verify the identity of the undersigned as required under the USA Patriot Act; or in the event of a default pursuant to any of the Agreements or any other obligation of any of the undersigned or any Obligor in favor of the Bank; or in the event the Bank demands that the undersigned secure or provide additional security for its obligations under this Note and security deemed adequate and sufficient by the Bank is not given when demanded; or in the event one or more of the undersigned or any Obligor shall die, terminate its existence, allow the appointment of a receiver for any part of its property, make an assignment for the benefit of creditors, or where a proceeding under bankruptcy or insolvency laws is initiated by or against any of the undersigned or any Obligor; or in the event the Bank should otherwise deem itself, its security interest, or any collateral unsafe or insecure; or should the Bank in good faith believe that the prospect of payment or other performance is impaired; or if there is an attachment, execution, or other judicial seizure of all or any portion of the Borrower's or any Obligor's assets, including an action or proceeding to seize any funds on deposit with the Bank, and such seizure is not discharged within 20 days; or if final judgment for the payment of money shall be rendered against the Borrower or any Obligor which is not covered by insurance or debt cancellation and shall remain undischarged for a period of 30 days unless such judgment or execution thereon is effectively stayed; or the termination of any guaranty agreement given in connection with this Note, then any one of the same shall be a material default hereunder and this Note and other debts due the Bank by any one or more of undersigned shall immediately become due and payable without notice, at the option of the Bank. From and after any event of default hereunder, interest shall accrue on the sum of the principal balance and accrued interest then outstanding at the variable rate equal to the Bank's Prime Rate plus 5% per annum ("Default Rate"), provided that such rate shall not exceed at any time the highest rate of interest permitted by the laws of the State of South Carolina; and further provided that such rate shall apply after judgement. In the event of any default, the then remaining unpaid principal amount and accrued but unpaid interest then outstanding shall bear interest at the Default Rate called for hereunder until such principal and interest have been paid in full. In addition, upon default, the Bank may pursue its full legal remedies at law or equity, and the balance due hereunder may be charged against any obligation of the Bank to any party, including any Obligor. Bank shall not be obligated to accept any check, money order, or other payment instrument marked "payment in full" on any disputed amount due hereunder, and Bank expressly reserves the right to reject all such payment instruments. Borrower agrees that tender of its check or other payment instrument so marked will not satisfy or discharge its obligation under this Note, disputed or otherwise, even if such check or payment instrument is inadvertently processed by Bank unless in fact such payment is in fact sufficient to pay the amount due hereunder.

WAIVER OF TRIAL BY JURY. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS NOTE OR ANY LOAN DOCUMENT EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN THE UNDERSIGNED AND BANK. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BANK TO MAKE THE LOAN EVIDENCED BY THIS NOTE. FURTHER, THE UNDERSIGNED HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BANK WOULD NOT SEEK TO ENFORCE THIS WAIVER OR RIGHT TO JURY TRIAL PROVISION IN THE EVENT OF LITIGATION. NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

Unless otherwise required under a Loan Agreement, if applicable, and as long as any indebtedness evidenced by this Note remains outstanding or as long as Bank remains obligated to make advances, the undersigned shall furnish annually an updated financial statement in a form satisfactory to Bank, which, when delivered shall be the property of the Bank.

The term "Prime Rate," if used herein, means the rate of interest per annum announced by the Bank from time to time and adopted as its Prime Rate. The Prime Rate is one of several rate indexes employed by the Bank when extending credit. Any change in the interest rate resulting from a change in the Bank's Prime Rate shall become effective as of the opening of business on the effective date of the change. If this Note is placed with an attorney for collection, the undersigned agrees to pay, in addition to principal and interest, all costs of collection, including reasonable attorneys' fees which the undersigned agrees shall be equal to 15% of the principal and interest outstanding at the time of acceleration or other action by Lender to collect the sums due hereunder, unless the actual attorneys' fees incurred, based upon Bank's counsel's normal hourly fees chargeable to Bank, shall be greater than 15% of principal and interest, in which case such billed amount based on such hourly rate shall be the attorneys' fee payable hereunder. All obligations of the undersigned and of any Obligor shall bind his heirs, executors, administrators, successors, and/or assigns. Use of the masculine pronoun herein shall include the feminine and the neuter, and also the plural. If more than one party shall execute this Note, the term "undersigned" as used herein shall mean all the parties signing this Note and each of them, and all such parties shall be jointly and severally obligated hereunder. Whenever possible, each provision of this Note shall be interpreted in such a manner to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under such law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note. All of the undersigned hereby waive all exemptions and homestead laws. The proceeds of the loan evidenced by this Note may be paid to any one or more of the undersigned. No waivers and modifications shall be valid unless in writing and signed by the Bank. In case of conflict between the terms of this Note and the Loan Agreement or Commitment Letter issued in connection herewith, the priority of controlling terms shall be first this Note, then the Loan Agreement, and then the Commitment Letter. This Note shall be governed by and construed in accordance with the laws of South Carolina.

(SIGNATURES ON FOLLOWING PAGE)



PROMISSORY NOTE SIGNATURE PAGE

Borrower: INDIGO LIMITED, LLC

Account Number: 000000127

Note Number: 00001

Note Amount: \$ 250,000.00

Date: 10/02/2007

Notice of Right to Copy of Appraisal: If a 1-4 family residential dwelling is pledged as collateral for this Note, you, the undersigned, have a right to a copy of the real estate appraisal report used in connection with your application for credit. If you wish to receive a copy, please notify in writing the branch office where you applied for credit. You must forward your request to the Bank no later than 90 days after the date of this Note. In your request letter, please provide your name, mailing address, appraised property address, the date of this Note, and the Account and Note Numbers shown on the front of this Note.

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. **TO THE FULLEST EXTENT PERMITTED BY LAW AND AS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN, MORTGAGOR HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.**

IN WITNESS WHEREOF, the undersigned, on the day and year first written above, has caused this Note to be executed under seal.

If Borrower is a Corporation:

WITNESS:

NAME OF CORPORATION

By: _____ (SEAL)

Title: _____

By: _____ (SEAL)

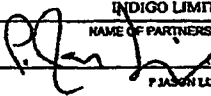
Title: _____

If Borrower is a Partnership, Limited Liability Company, or Limited Liability Partnership:

WITNESS:

INDIGO LIMITED, LLC

NAME OF PARTNERSHIP, LLC, OR LLP

By:  (SEAL)

P. JASON LAQUIERE

Title: Member & Manager

By: _____ (SEAL)

Title: _____

By: _____ (SEAL)

Title: _____

If Borrower is an Individual:

WITNESS:

(SEAL)

Additional Co-makers:

WITNESS:

(SEAL)

(SEAL)

(SEAL)

(SEAL)



GUARANTY AGREEMENT

BRANCH BANKING AND TRUST COMPANY

10/02/2007

MYRTLE BEACH, SC

Dear Sirs:

As an inducement to Branch Banking and Trust Company ("Bank") to extend credit to and to otherwise deal with

INDIGO LIMITED, LLC

("Borrower"),

and in consideration thereof, the undersigned (and each of the undersigned jointly and severally if more than one) hereby absolutely and unconditionally guarantees to Bank and its successors and assigns the due and punctual payment of any and all notes, drafts, debts, obligations and liabilities, primary or secondary (whether by way of endorsement or otherwise), of Borrower, at any time, now or hereafter, incurred with or held by Bank, together with interest, as and when the same become due and payable, whether by acceleration or otherwise, in accordance with the terms of any such notes, drafts, debts, obligations or liabilities or agreements evidencing any such indebtedness, obligation or liability including all renewals, extensions and modifications thereof. The obligation of the undersigned is a guarantee of payment and not of collection.

The undersigned is Bank's debtor for all indebtedness, obligations and liabilities for which this Guaranty is made, and Bank shall also at all times have a lien on and security interest in all stocks, bonds and other securities of the undersigned at any time in Bank's possession and the same shall at Bank's option be held, administered and disposed of as collateral to any such indebtedness, obligation or liability of the Borrower, and Bank shall also at all times have the right of set-off against any deposit account of the undersigned with Bank in the same manner and to the same extent that the right of set-off may exist against the Borrower.

It is understood that any such notes, drafts, debts, obligations and liabilities may be accepted or created by or with Bank at any time and from time to time without notice to the undersigned, and the undersigned hereby expressly waives presentment, demand, protest, and notice of dishonor of any such notes, drafts, debts, obligations and liabilities or other evidences of any such indebtedness, obligation or liability.

Bank may receive and accept from time to time any securities or other property as a collateral to any such notes, drafts, debts, obligations and liabilities, and may surrender, compromise, exchange and release absolutely the same or any part thereof at any time without notice to the undersigned and without in any manner affecting the obligation and liability of the undersigned hereby created. The undersigned agrees that Bank shall have no obligation to protect, perfect, secure or insure any security interests, liens or encumbrances now or hereafter held for the indebtedness, obligations and liabilities for which this Guaranty is made.

This obligation and liability on the part of the undersigned shall be a primary, and not a secondary, obligation and liability, payable immediately upon demand without recourse first having been had by Bank against the Borrower or any other guarantor, person, firm or corporation, and without first resorting to any property held by Bank as collateral security, and the undersigned hereby waives the benefits of all provisions of law, for stay or delay of execution or sale of property or other satisfaction of judgment against the undersigned on account of obligation and liability hereunder until judgment be obtained therefor against the Borrower and execution thereon returned unsatisfied, or until it is shown that the Borrower has no property available for the satisfaction of the indebtedness, obligation or liability guaranteed hereby, or until any other proceedings can be had; and the undersigned further agrees that the undersigned is responsible for any obligation or debt, or portion thereof, of the Borrower to the Bank which has been paid by the Borrower to the Bank and which the Bank is subsequently required to return to the Borrower or a trustee for the Borrower in any bankruptcy or insolvency proceeding; and the undersigned further agrees that none of the undersigned shall have any right of subrogation, reimbursement or indemnity whatsoever, nor any right of recourse to security for the debts and obligations of the Borrower to Bank unless and until all of the debts and obligations of the Borrower to Bank have been paid in full. The undersigned hereby waives any claim or right to be a creditor of the Borrower's bankruptcy estate which may arise upon payment by the undersigned of any obligation under this Guaranty.

Check applicable box:

- ☒ This Guaranty is unlimited and applies to all indebtedness of Borrower, whether now existing or hereafter arising.
- ☐ This Guaranty applies to all indebtedness of Borrower evidenced by its promissory note/line number _____ dated _____ (including all extensions, renewals, and modifications thereof) in the principal amount of \$ _____.
- ☐ This Guaranty is limited to an amount of \$ _____ plus accrued interest, late fees, costs of collection (including attorneys' fees) and all other obligations and indebtedness which may accrue or be incurred with respect to the Borrower's indebtedness and obligations to Bank.

To secure the payment of all obligations of the undersigned hereunder, the undersigned hereby grants a security interest and lien in the following goods and property owned by the undersigned:

("Collateral").

The undersigned hereby agrees to execute and deliver to Bank any security agreement, deed of trust, mortgage, UCC financing statement, or other document required by the Bank in order to protect its security interest or lien in the Collateral. This document shall constitute a security agreement under the Uniform Commercial Code of South Carolina ("Code"), and in addition to having all other legal rights and remedies, the Bank shall have all rights and remedies of a secured party under the Code.

ACCOUNT# / NOTE#

9521820427 00001

1457SC (0704)



This agreement shall inure to the benefit of Bank, its successors and assigns, and the owners and holders of any of the indebtedness, obligations and liabilities hereby guaranteed, and shall remain in force until a written notice revoking it has been received by Bank; but such revocation shall not release the undersigned from liability to Bank, its successors and assigns, or the owners and holders of any of the indebtedness, obligations and liabilities hereby guaranteed, for any indebtedness, obligation or liability of the Borrower which is hereby guaranteed and then in existence or from any renewals, extensions or modifications thereof in whole or in part, whether such renewals, extensions or modifications are made before or after such revocation, with or without notice to the undersigned. The undersigned waives presentment, demand, protest and notices of every kind and assents to any one or more extensions, modifications, renewals or postponements of the time or amount of payment or any other indulgences given to Borrower. The undersigned shall be responsible for and shall reimburse the Bank for all costs and expenses incurred by the Bank in connection with the enforcement of this Guaranty or the protection or preservation of any right or claim of the Bank in connection herewith, including without limitation costs and expenses incurred by the Bank in connection with its attempts to collect the indebtedness, obligations, and liabilities guaranteed hereby. Cost and expenses shall include reasonable attorneys' fees which the undersigned agrees shall be equal to 15% of the principal and interest outstanding at the time of action by Lender described above, unless the actual attorney fees incurred, based upon Bank's counsel's normal hourly fees chargeable to Bank, shall be greater than 15% of principal and interest in which case such billed amount based on such hourly rate shall be the attorneys' fee payable hereunder."

If the Borrower is a corporation, this instrument covers all indebtedness, obligations and liabilities to Bank purporting to be made or undertaken on behalf of such corporation by any such officer or agent of said corporation without regard to the actual authority of such officer or agent. The term "corporation" shall include associations of all kinds and all purported corporations, whether correctly and legally chartered and organized.

The undersigned warrants, and represents to the Bank that: (i) this Guaranty is its legally binding obligation, enforceable against the undersigned in accordance with its terms; (ii) the execution and delivery of this Guaranty does not violate or constitute a breach of any agreement to which the undersigned is a party; (iii) that there is no litigation, claim, action or proceeding pending or, to the best knowledge of the undersigned, threatened against the undersigned which would materially adversely affect the financial condition of the undersigned or his/her ability to fulfill his/her obligations hereunder; (iv) that the undersigned has knowledge of the Borrower's financial condition and affairs; and (v) unless otherwise required in a Loan Agreement, if applicable, as long as any Obligations remain outstanding or as long as Bank remains obligated to make advances, the undersigned shall furnish annually an updated financial statement in a form satisfactory to Bank, which, when delivered shall be the property of Bank.

This Guaranty is made in and shall be construed in accordance with the laws and judicial decisions of the State of South Carolina. The undersigned agrees that any dispute arising out of this Guaranty shall be adjudicated in either the state or federal courts of South Carolina and in no other forum. For that purpose, the undersigned hereby submits to the jurisdiction of the state and/or federal courts of South Carolina. The undersigned waives any defense that venue is not proper for any action brought in any federal or state court in the State of South Carolina.

WAIVER OF TRIAL BY JURY. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS GUARANTY OR THE BORROWER'S NOTE(S), AND THE RELATED LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN THE UNDERSIGNED AND THE BANK OR THE BORROWER AND THE BANK. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BANK TO ACCEPT THIS GUARANTY AND TO MAKE THE LOAN(S) TO THE BORROWER. FURTHER, THE UNDERSIGNED HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BANK WOULD NOT SEEK TO ENFORCE THIS WAIVER OR RIGHT TO JURY TRIAL PROVISION IN THE EVENT OF LITIGATION. NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

SIGNATURES ON FOLLOWING PAGE

Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgement 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. **TO THE FULLEST EXTENT PERMITTED BY LAW AND AS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN, GUARANTOR 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.**

Witness the signature and seal of each of the undersigned.

If Guarantor is a Corporation:

WITNESS:

_____	NAME OF CORPORATION
_____	By: _____ (SEAL)
_____	Title: _____
_____	By: _____ (SEAL)
_____	Title: _____

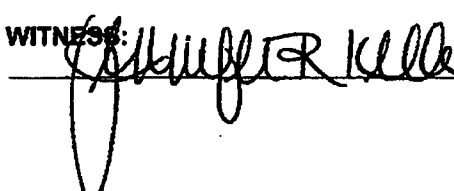
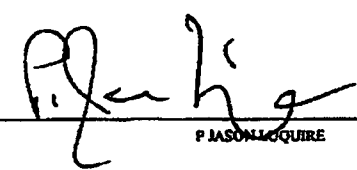
If Guarantor is a Partnership, Limited Liability Company, or Limited Liability Partnership :

WITNESS:

_____	NAME OF PARTNERSHIP, LLC OR LLP
_____	By: _____ (SEAL)
_____	GENERAL PARTNER OR MANAGER
_____	By: _____ (SEAL)
_____	GENERAL PARTNER OR MANAGER
_____	By: _____ (SEAL)
_____	GENERAL PARTNER OR MANAGER

If Guarantor is an Individual

WITNESS:

	
_____	_____
	P. JASON LOQUIRE

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw the within-named _____, a South Carolina corporation, by _____, its _____, sign, seal and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned and that s/he together with the other witness that witnessed the execution thereof.

SWORN TO and subscribed before me this _____ day of _____.

Witness

(SEAL)

Notary Public for South Carolina

My commission expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw the within-named _____, a South Carolina general partnership, by _____, its general partner, sign, seal and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned and that s/he together with the other witness whose signature appears above, witnessed the execution thereof.

SWORN TO and subscribed before me this _____ day of _____.

Witness

(SEAL)

Notary Public for South Carolina

My commission expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw _____, a South Carolina limited liability company / limited partnership that by _____, its member or manager / general partner, sign, seal and as its act and deed, and deliver the foregoing within-written instrument for the uses and purposes therein mentioned and that s/he together with the other witness witnessed the execution thereof.

SWORN TO and subscribed before me this _____ day of _____.

Witness

(SEAL)

Notary Public for South Carolina

My commission expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF Georgetown

PROBATE

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw the within-named P. Jason Luquine, sign, seal and as his/her act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he together with the other witness whose signature appears above, witnessed the execution thereof.

SWORN TO and subscribed before me this 2nd day of Oct., 2007.

Mary Ann M. Low
Witness

[Signature]
(SEAL)

Notary Public for South Carolina

My commission expires: 6/10/2012

Maker INDIGO LTD LLCAddress 211 BONNYNECK DRGEORGETOWN, SC 29402-7214

Customer Number

00001

Note Number

BB&T

NOTE MODIFICATION AGREEMENT

\$ 250,000.00
Original Amount of Note10/02/2007
Original Date\$ 250,000.00
Modification Amount09/22/2008
Modification Date

This Note Modification Agreement (hereinafter Agreement) is made and entered into this 22nd day of September, 2008, by and between INDIGO LTD LLC (hereinafter, co-maker(s), endorser(s), or other obligor(s) on the Promissory Note (as defined below), hereinafter also referred to jointly and severally as Borrower(s); Branch Banking and Trust Company, a North Carolina banking corporation, hereinafter referred to as Bank; and

owners other than Borrower(s) (if any) of any property pledged to secure performance of Borrower(s)'s obligations to Bank, hereinafter referred to jointly and severally as Debtor(s)/Grantor(s).

Witnesseth: Whereas, Borrower(s) has previously executed a Promissory Note payable to Bank, which Promissory Note includes the original Promissory Note and all renewals, extensions and modifications thereof, collectively "Promissory Note", said Promissory Note being more particularly identified by description of the original note above; and Borrower(s) and Bank agree that said Promissory Note be modified only to the limited extent as is hereinafter set forth; that all other terms, conditions, and covenants of said Promissory Note remain in full force and effect, and that all other obligations and covenants of Borrower(s), except as herein modified, shall remain in full force and effect, and binding between Borrower(s) and Bank; and Whereas Debtor(s)/Grantor(s), if different from Borrower(s), has agreed to the terms of this modification; NOW THEREFORE, in mutual consideration of the premises, the sum of Ten Dollars (\$10) and other good and valuable consideration, each to the other parties paid, the parties hereto agree that said Promissory Note is amended as hereinafter described:

☐ Borrower shall pay a prepayment penalty as set forth in the Prepayment Penalty Addendum attached hereto.

INTEREST RATE, PRINCIPAL AND INTEREST PAYMENT TERM MODIFICATIONS (To the extent no change is made, existing terms continue. Sections not completed are deleted.)

Interest shall accrue from the date hereof on the unpaid principal balance outstanding from time to time at that:

☐ Fixed Rate of _____ % per annum.

☒ Variable rate of the Bank's Prime Rate plus 0.500 % per annum to be adjusted _____ Daily _____ as the Bank's Prime Rate changes.

☐ As of the Modification Date, any fixed, floating, or average maximum rate and fixed minimum rate in effect by virtue of the Promissory Note(s) are hereby deleted. It is hereby agreed that the interest rate will not exceed ☐ fixed ☐ average maximum rate of _____ % or a ☐ floating maximum rate of the greater of _____ % or the Bank's Prime Rate; and the interest rate will not decrease below a fixed minimum rate of _____ %. If an average maximum rate is specified, a determination of any required reimbursement of interest by Bank will be made: ☐ when the Note is repaid in full by Borrower ☐ annually beginning on _____

☐

Principal and interest are payable as follows:

☒ Principal (plus any accrued interest not otherwise scheduled herein)

☐ Principal plus accrued interest

☐ Payable in consecutive

installments of

☐ Principal

☒ Principal and interest

is due in full at maturity on 09/25/2009

commencing on

and continuing on the same day of each calendar period thereafter, in _____ equal payments of \$ _____, with one final payment of all remaining principal and accrued interest due on _____

☐ Checkline Payment Option: 2% of outstanding balance is payable monthly commencing on _____

and continuing on the same day of each month thereafter, with one final payment of all remaining principal and accrued interest due on _____

☒ Accrued interest is payable _____ Monthly _____ commencing on October 25, 2008 and continuing on the same day of each calendar period thereafter, with one final payment of all remaining interest due on September 25, 2009

☐ Bank reserves the right in its sole discretion to adjust the fixed payment due hereunder _____ on _____ and continuing on the same day of each calendar period thereafter, in order to maintain an amortization period of no more than _____ months from the date of the initial principal payment due hereunder. Borrower understands the payment may increase if interest rates increase.

☐ At the Borrower's request, the Bank has agreed to advance the principal amount of \$ _____, The outstanding principal balance under the Promissory Note prior to the advance is \$ _____, making the total outstanding principal balance now due under the Promissory Note and this Agreement to be \$ _____ ("Modification Amount").

☐

☐

☐ Borrower hereby authorizes Bank to automatically draft from its demand deposit or savings account(s) with Bank or other bank, any payment(s) due under this Note on the date(s) due. Borrower shall provide appropriate account number(s) for account(s) at Bank or other bank.

The following scheduled payment(s) is (are) deferred:

☐ \$ _____ principal

☐ \$ _____ interest

} payment(s) due on _____

is (are) hereby deferred. Payments will resume on _____ according to the schedule contained herein or to the existing schedule (if no other changes are made herein).

ACCOUNTS / NOTES

9521830427 00001

1373SC (000)



Page 1 of 4

PLAINTIFF'S
EXHIBIT

3

The Borrower(s) promises to pay Bank, or order, a late fee in the amount of five percent (5%) of any installment past due for ten (10) or more days. Where any installment payment is past due for ten (10) or more days, subsequent payments shall first be applied to the past due balance. In addition, the undersigned shall pay to Bank a returned payment fee if the undersigned or any other obligor hereon makes any payment at any time by check or other instrument, or by any electronic means, which is returned to Bank because of nonpayment due to nonsufficient funds.

COLLATERAL: ☐ The Promissory Note, as modified, and the performance of the terms of any agreement or instrument relating to, evidencing, or securing the Promissory Note, as modified, shall be additionally secured by collateral hereinafter described, a new security instrument shall be executed by Borrower(s), and/or Debtor(s)/Grantor(s), and all other steps necessary to perfect or record the Bank's lien with priority acceptable to Bank shall be taken.

Deed(s) of Trust / Mortgage(s) granted in favor of Bank as beneficiary / mortgagee:

☐ dated _____ in the maximum principal amount of \$ _____
granted by _____
☐ dated _____ in the maximum principal amount of \$ _____
granted by _____

Security Agreement(s) granting a security interest to Bank:

☐ dated _____ given by _____

☐ dated _____ given by _____

☐ Securities Account Pledge and Security Agreement dated _____, executed by _____

☐ Control Agreement(s) dated _____, covering ☐ Deposit Account(s) ☐ Investment Property
☐ Letter of Credit Rights ☐ Electronic Chattel Paper
☐ Assignment of Certificate of Deposit, Security Agreement, and Power of Attorney (for Certificated Certificates of Deposit) dated _____
_____, executed by _____

☐ Pledge and Security Agreement for Publicly Traded Certificated Securities dated _____, executed by _____

☐ Assignment of Life Insurance Policy as Collateral dated _____, executed by _____

☐ Loan Agreement dated _____, executed by Borrower and ☐ Guarantor(s).

☐ _____
☐ _____
☐ The collateral hereinafter described shall be and hereby is deleted as security interest for payment of the aforesaid Promissory Note:

OTHER: _____
If the Promissory Note being modified by this Agreement is signed by more than one person or entity, the modified Promissory Note shall be the joint and several obligation of all signers and the property and liability of each and all of them. It is expressly understood and agreed that this Agreement is a modification only and not a novation. The original obligation of the Borrower(s) as evidenced by the Promissory Note above described is not extinguished hereby. It is also understood and agreed that except for the modification(s) contained herein said Promissory Note, and any other Loan Documents or Agreements evidencing, securing or relating to the Promissory Note and all singular terms and conditions thereof, shall be and remain in full force and effect. This Agreement shall not release or affect the liability of any co-makers, obligors, endorser or guarantors of said Promissory Note. Borrower and Debtor(s)/Grantor(s), if any, jointly and severally consent to the terms of this Agreement, waive any objection thereto, affirm any and all obligations to Bank and certify that there are no defenses or offsets against said obligations or the Bank, including without limitation the Promissory Note. Bank expressly reserves all rights as to any party with right of recourse on the aforesaid Promissory Note.

In the event periodic accruals of interest shall exceed any periodic fixed payment amount described above, the fixed payment amount shall be immediately increased or supplemental interest payments required on the same periodic basis as specified above (increased fixed payments or supplemental payments to be determined in the Bank's sole discretion), in such amounts and at such times as shall be necessary to pay all accruals of interest for the period and all accruals of unpaid interest from previous periods. Such adjustments to the fixed payment amount or supplemental payments shall remain in effect for so long as any interest accruals shall exceed the original fixed payment amount and shall be further adjusted upward or downward to reflect changes in any variable interest rate based on an index such as the Bank's Prime Rate, provided that unless elected otherwise above, the fixed payment amount shall not be reduced below the original fixed payment amount. However, Bank shall have the right, in its sole discretion, to lower the fixed payment amount below the original payment amount. Notwithstanding any other provision contained in this agreement, in no event shall the provisions of this paragraph be applicable to any Promissory Note which requires disclosures pursuant to the Consumer Protection Act (Truth-in-Lending Act), 15 USC § 1601, et seq., as implemented by Regulation Z.

Borrower agrees that the only interest charge is the interest actually stated in this Note, and that any loan or origination fee shall be deemed charges rather than interest, which charges are fully earned and non-refundable. It is further agreed that any late charges are not a charge for the use of money but are imposed to compensate Bank for some of the administrative services, costs and losses associated with any delinquency or default under this Note, and said charges shall be fully earned and non-refundable when accrued. All other charges imposed by Bank upon Borrower in connection with this Note and the loan including, without limitation, any commitment fees, loan fees, facility fees, origination fees, discount points, default and late charges, prepayment fees, statutory attorneys' fees and reimbursements for costs and expenses paid by Bank to third parties or for damages incurred by Bank are and shall be deemed to be charges made to compensate Bank for underwriting and administrative services and costs, other services, and costs or losses incurred and to be incurred by Bank in connection with this Note and the loan and shall under no circumstances be deemed to be charges for the use of money. All such charges shall be fully earned and non-refundable when due.

The Bank may, at its option, charge any fees for the modification, renewal, extension, or amendment of any of the terms of the Promissory Note(s) as permitted by applicable law.

In the words "Prime Rate", "Bank Prime Rate", "BB&T Prime Rate", "Bank's Prime Rate" or "BB&T's Prime Rate" are used in this Agreement, they shall refer to the rate announced by the Bank from time to time as its Prime Rate. The Bank makes loans both above and below the Prime Rate and uses indexes other than the Prime Rate. Prime Rate is the name given a rate index used by the Bank and does not in itself constitute a representation of any preferred rate or treatment.

Unless otherwise provided herein, it is expressly understood and agreed by and between Borrower(s), Debtor(s)/Grantor(s) and Bank that any and all collateral (including but not limited to real property, personal property, fixtures, inventory, accounts, instruments, general intangibles, documents, chattel paper, and equipment) given as security to insure faithful performance by Borrower(s) and any other third party of any and all obligations to Bank, however created, whether now existing or hereafter arising, shall remain as security for the Promissory Note as modified hereby.

It is understood and agreed that if Bank has released collateral herein, it shall not be required or obligated to take any further steps to release said collateral from any lien or security interest unless Bank determines, in its sole discretion, that it may do so without consequence to its secured position and relative priority in other collateral; and unless Borrower(s) bears the reasonable cost of such action. No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Bank, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same, or of any other right on any further occasion. Each of the parties signing this Agreement regardless of the time, order or place of signing waives presentment, demand, protest, and notices of every kind, and assents to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions, exchanges or releases of collateral if at any time there is available to the Bank collateral for the Promissory Note, as amended, and to the additions or releases of any other parties or persons primarily or secondarily liable. Whenever possible the provisions of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement prohibited by or invalid under such law, such provisions shall be ineffective to the extent of any such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All rights and obligations arising hereunder shall be governed by and construed in accordance with the laws of the same state which governs the interpretation and enforcement of the Promissory Note.

From and after any event of default under this Agreement, the Promissory Note, or any related deed of trust, security agreement or loan agreement, interest shall accrue on the sum of the principal balance and accrued interest then outstanding at the variable rate equal to the Bank's Prime Rate plus 5% per annum ("Default Rate"), provided that such rate shall not exceed at any time the highest rate of interest permitted by the laws of the State of South Carolina; and further that such rate shall apply after judgement. In the event of any default, the then remaining unpaid principal amount and accrued but unpaid interest then outstanding shall bear interest at the Default Rate until such principal and interest have been paid in full. Bank shall not be obligated to accept any check, money order, or other payment instrument marked "payment in full" on any disputed amount due hereunder, and Bank expressly reserves the right to reject all such payment instruments. Borrower agrees that tender of its check or other payment instrument so marked will not satisfy or discharge its obligation under this Note, disputed or otherwise, even if such check or payment instrument is inadvertently processed by Bank unless in fact such payment is in fact sufficient to pay the amount due hereunder.

WAIVER OF TRIAL BY JURY. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS AGREEMENT, THE PROMISSORY NOTE OR ANY LOAN DOCUMENT EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN THE UNDERSIGNED AND BANK. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BANK TO MAKE THE LOAN EVIDENCED BY THE PROMISSORY NOTE AND THIS AGREEMENT. FURTHER, THE UNDERSIGNED HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BANK WOULD NOT SEEK TO ENFORCE THIS WAIVER OR RIGHT TO JURY TRIAL PROVISION IN THE EVENT OF LITIGATION. NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

Unless otherwise required under a Loan Agreement, if applicable, and as long as any indebtedness evidenced by this Promissory Note, as modified by this Agreement remains outstanding or as long as Bank remains obligated to make advances, the undersigned shall furnish annually an updated financial statement in a form satisfactory to Bank, which, when delivered shall be the property of the Bank. Further, the undersigned agree to provide any and all documentation requested by the Bank in order to verify the identity of the undersigned in accordance with the USA Patriot Act.

(SIGNATURES ON FOLLOWING PAGE)



GUARANTY AGREEMENT

BRANCH BANKING AND TRUST COMPANY
BB&T FINANCIAL, FSB

09/22/2008

MURRELLS INLET, SC

Dear Sirs:

As an inducement to Branch Banking and Trust Company and/or BB&T Financial, FSB (collectively "Bank") to extend credit to and to otherwise deal with INDIGO LTD LLC

("Borrower"), and in consideration thereof, the undersigned (and each of the undersigned jointly and severally, if more than one) hereby absolutely and unconditionally guarantees to Bank and its successors and assigns the due and punctual payment of any and all notes, drafts, debts, obligations and liabilities, primary or secondary (whether by way of endorsement or otherwise), of Borrower, at any time, now or hereafter, incurred with or held by Bank, together with interest, as and when the same become due and payable, whether by acceleration or otherwise, in accordance with the terms of any such notes, drafts, debts, obligations or liabilities or agreements evidencing any such indebtedness, obligation or liability including all renewals, extensions and modifications thereof. The obligation of the undersigned is a guarantee of payment and not of collection.

The undersigned is Bank's debtor for all indebtedness, obligations and liabilities for which this Guaranty is made; and Bank shall also at all times have a lien on and security interest in all stocks, bonds and other securities of the undersigned at any time in Bank's possession and the same shall at Bank's option be held, administered and disposed of as collateral to any such indebtedness, obligation or liability of the Borrower, and Bank shall also at all times have the right of set-off against any deposit account of the undersigned with Bank in the same manner and to the same extent that the right of set-off may exist against the Borrower.

It is understood that any such notes, drafts, debts, obligations and liabilities may be accepted or created by or with Bank at any time and from time to time without notice to the undersigned, and the undersigned hereby expressly waives presentment, demand, protest, and notice of dishonor of any such notes, drafts, debts, obligations and liabilities or other evidences of any such indebtedness, obligation or liability.

Bank may receive and accept from time to time any securities or other property as a collateral to any such notes, drafts, debts, obligations and liabilities, and may surrender, compromise, exchange and release absolutely the same or any part thereof at any time without notice to the undersigned and without in any manner affecting the obligation and liability of the undersigned hereby created. The undersigned agrees that Bank shall have no obligation to protect, perfect, secure or insure any security interests, liens or encumbrances now or hereafter held for the indebtedness, obligations and liabilities for which this Guaranty is made.

This obligation and liability on the part of the undersigned shall be a primary, and not a secondary, obligation and liability, payable immediately upon demand without recourse first having been had by Bank against the Borrower or any other guarantor, person, firm or corporation, and without first resorting to any property held by Bank as collateral security; and the undersigned hereby waives the benefits of all provisions of law, for stay or delay of execution or sale of property or other satisfaction of judgment against the undersigned on account of obligation and liability hereunder until judgment be obtained therefor against the Borrower and execution thereon returned unsatisfied, or until it is shown that the Borrower has no property available for the satisfaction of the indebtedness, obligation or liability guaranteed hereby, or until any other proceedings can be had; and the undersigned further agrees that the undersigned is responsible for any obligation or debt, or portion thereof, of the Borrower to the Bank which has been paid by the Borrower to the Bank and which the Bank is subsequently required to return to the Borrower or a trustee for the Borrower in any bankruptcy or insolvency proceeding; and the undersigned further agrees that none of the undersigned shall have any right of subrogation, reimbursement or indemnity whatsoever, nor any right of recourse to security for the debts and obligations of the Borrower to Bank unless and until all of the debts and obligations of the Borrower to Bank have been paid in full. The undersigned hereby waives any claim or right to be a creditor of the Borrower's bankruptcy estate which may arise upon payment by the undersigned of any obligation under this Guaranty.

Check applicable box:

- ☒ This Guaranty is unlimited and applies to all indebtedness of Borrower, whether now existing or hereafter arising.
- ☐ This Guaranty applies to all indebtedness of Borrower evidenced by its promissory note/line number _____ dated _____ (including all extensions, renewals, and modifications thereof) in the principal amount of \$ _____.
- ☐ This Guaranty is limited to an amount of \$ _____ plus accrued interest, late fees, costs of collection (including attorneys' fees) and all other obligations and indebtedness which may accrue or be incurred with respect to the Borrower's promissory note/line number _____ dated _____ (including all extensions, renewals, and modifications thereof) in the principal amount of \$ _____.
- ☐ This Guaranty is limited to an amount of \$ _____ plus accrued interest, late fees, costs of collection (including attorneys' fees) and all other obligations and indebtedness which may accrue or be incurred with respect to the Borrower's indebtedness and obligations to Bank.

To secure the payment of all obligations of the undersigned hereunder, the undersigned hereby grants a security interest and lien in the following goods and property owned by the undersigned: _____

(Collateral).

ACCOUNT# / NOTE#

9521820427 00001

1457SC (0804)



The undersigned hereby agrees to execute and deliver to Bank any security agreement, deed of trust, mortgage, UCC financing statement, or other document required by the Bank in order to protect its security interest or lien in the Collateral. This document shall constitute a security agreement under the Uniform Commercial Code of South Carolina ("Code"), and in addition to having all other legal rights and remedies, the Bank shall have all rights and remedies of a secured party under the Code.

This agreement shall inure to the benefit of Bank, its successors and assigns, and the owners and holders of any of the indebtedness, obligations and liabilities hereby guaranteed, and shall remain in force until a written notice revoking it has been received by Bank; but such revocation shall not release the undersigned from liability to Bank, its successors and assigns, or the owners and holders of any of the indebtedness, obligations and liabilities hereby guaranteed, for any indebtedness, obligation or liability of the Borrower which is hereby guaranteed and then in existence or from any renewals, extensions or modifications thereof in whole or in part, whether such renewals, extensions or modifications are made before or after such revocation, with or without notice to the undersigned. The undersigned waives presentment, demand, protest and notices of every kind and assents to any one or more extensions, modifications, renewals or postponements of the time or amount of payment or any other indulgences given to Borrower. The undersigned shall be responsible for and shall reimburse the Bank for all costs and expenses incurred by the Bank in connection with the enforcement of this Guaranty or the protection or preservation of any right or claim of the Bank in connection herewith, including without limitation costs and expenses incurred by the Bank in connection with its attempts to collect the indebtedness, obligations, and liabilities guaranteed hereby. Cost and expenses shall include reasonable attorneys' fees which the undersigned agrees shall be equal to 15% of the principal and interest outstanding at the time of action by Lender described above, unless the actual attorney fees incurred, based upon Bank's counsel's normal hourly fees chargeable to Bank, shall be greater than 15% of principal and interest in which case such billed amount based on such hourly rate shall be the attorneys' fee payable hereunder."

If the Borrower is a corporation, this instrument covers all indebtedness, obligations and liabilities to Bank purporting to be made or undertaken on behalf of such corporation by any such officer or agent of said corporation without regard to the actual authority of such officer or agent. The term "corporation" shall include associations of all kinds and all purported corporations, whether correctly and legally chartered and organized.

The undersigned warrants, and represents to the Bank that: (i) this Guaranty is its legally binding obligation, enforceable against the undersigned in accordance with its terms; (ii) the execution and delivery of this Guaranty does not violate or constitute a breach of any agreement to which the undersigned is a party; (iii) that there is no litigation, claim, action or proceeding pending or, to the best knowledge of the undersigned, threatened against the undersigned which would materially adversely affect the financial condition of the undersigned or his/her ability to fulfill his/her obligations hereunder; (iv) that the undersigned has knowledge of the Borrower's financial condition and affairs; and (v) unless otherwise required in a Loan Agreement, if applicable, as long as any Obligations remain outstanding or as long as Bank remains obligated to make advances, the undersigned shall furnish annually an updated financial statement in a form satisfactory to Bank, which, when delivered shall be the property of Bank.

This Guaranty is made in and shall be construed in accordance with the laws and judicial decisions of the State of South Carolina. The undersigned agrees that any dispute arising out of this Guaranty shall be adjudicated in either the state or federal courts of South Carolina and in no other forum. For that purpose, the undersigned hereby submits to the jurisdiction of the state and/or federal courts of South Carolina. The undersigned waives any defense that venue is not proper for any action brought in any federal or state court in the State of South Carolina.

WAIVER OF TRIAL BY JURY. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS GUARANTY OR THE BORROWER'S NOTE(S), AND THE RELATED LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN THE UNDERSIGNED AND THE BANK OR THE BORROWER AND THE BANK. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BANK TO ACCEPT THIS GUARANTY AND TO MAKE THE LOAN(S) TO THE BORROWER. FURTHER, THE UNDERSIGNED HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BANK WOULD NOT SEEK TO ENFORCE THIS WAIVER OR RIGHT TO JURY TRIAL PROVISION IN THE EVENT OF LITIGATION. NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

SIGNATURES ON FOLLOWING PAGE

Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgement 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. **TO THE FULLEST EXTENT PERMITTED BY LAW AND AS A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN, GUARANTOR 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.**

Witness the signature and seal of each of the undersigned.

If Guarantor is a Corporation:

WITNESS:

NAME OF CORPORATION

By: _____ (SEAL)

Title: _____

By: _____ (SEAL)

Title: _____

If Guarantor is a Partnership, Limited Liability Company, or Limited Liability Partnership :

WITNESS:

NAME OF PARTNERSHIP, LLC OR LLP

By: _____ (SEAL)
GENERAL PARTNER OR MANAGER

By: _____ (SEAL)
GENERAL PARTNER OR MANAGER

By: _____ (SEAL)
GENERAL PARTNER OR MANAGER

If Guarantor is an Individual

WITNESS:

P. JASON LUQUIRE

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw the within-named _____, a South Carolina corporation, by _____, its _____, sign, seal and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned and that s/he together with the other witness that witnessed the execution thereof.

SWORN TO and subscribed before me this _____ day of _____, _____

(SEAL) Witness

Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw the within-named _____, a South Carolina general partnership, by _____, its general partner, sign, seal and as its act and deed, deliver the within-written instrument for the uses and purposes therein mentioned and that s/he together with the other witness whose signature appears above, witnessed the execution thereof.

SWORN TO and subscribed before me this _____ day of _____, _____

(SEAL) Witness

Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw _____, a South Carolina limited liability company / limited partnership that by _____, its member or manager / general partner, sign, seal and as its act and deed, and deliver the foregoing within-written instrument for the uses and purposes therein mentioned and that s/he together with the other witness witnessed the execution thereof.

SWORN TO and subscribed before me this _____ day of _____, _____

(SEAL) Witness

Notary Public for South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF _____

PROBATE

PERSONALLY appeared before me, the undersigned witness and made oath that s/he saw the within-named _____, sign, seal and as his/her act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he together with the other witness whose signature appears above, witnessed the execution thereof.

SWORN TO and subscribed before me this _____ day of _____, _____

(SEAL) Witness

Notary Public for South Carolina
My commission expires: _____

Maker INDIGO LTD LLC
 Address P.O. BOX 4567
PAWLEYS ISLAND, SC 29585-0000

00001
 Customer Number
00001
 Note Number

BB&T

NOTE MODIFICATION AGREEMENT

\$ 250,000.00 Original Amount of Note 10/02/2007 Original Date \$ 250,000.00 Modification Amount 10/13/2009 Modification Date

This Note Modification Agreement (hereinafter Agreement) is made and entered into this 13th day of October, 2009, by and between INDIGO LTD LLC, maker(s), co-maker(s), endorser(s), or other obligor(s) on the Promissory Note (as defined below), hereinafter also referred to jointly and severally as Borrower(s); Branch Banking and Trust Company, a North Carolina banking corporation, hereinafter referred to as Bank; and

owners other than Borrower(s) (if any) of any property pledged to secure performance of Borrower(s)'s obligations to Bank, hereinafter referred to jointly and severally as Debtor(s)/Grantor(s).

Witnesseth: Whereas, Borrower(s) has previously executed a Promissory Note payable to Bank, which Promissory Note includes the original Promissory Note and all renewals, extensions and modifications thereof, collectively "Promissory Note", said Promissory Note being more particularly identified by description of the original note above; and Borrower(s) and Bank agree that said Promissory Note be modified only to the limited extent as is hereinafter set forth; that all other terms, conditions, and covenants of said Promissory Note remain in full force and effect, and that all other obligations and covenants of Borrower(s), except as herein modified, shall remain in full force and effect, and binding between Borrower(s) and Bank; and Whereas Debtor(s)/Grantor(s), if different from Borrower(s), has agreed to the terms of this modification; NOW THEREFORE, in mutual consideration of the premises, the sum of Ten Dollars (\$10) and other good and valuable consideration, each to the other parties paid, the parties hereto agree that said Promissory Note is amended as hereinafter described:

☐ Borrower shall pay a prepayment fee as set forth in the Prepayment Fee Addendum attached hereto.

INTEREST RATE, PRINCIPAL AND INTEREST PAYMENT TERM MODIFICATIONS (To the extent no change is made, existing terms continue. Sections not completed are deleted.)

Interest shall accrue from the date hereof on the unpaid principal balance outstanding from time to time at the:

☐ Fixed Rate of _____ % per annum.

☒ Variable rate of the Bank's Prime Rate plus 0.000 % per annum to be adjusted Daily as the Bank's Prime Rate changes.

☒ As of the Modification Date, any fixed, floating, or average maximum rate and fixed minimum rate in effect by virtue of the Promissory Note(s) are hereby deleted. If checked here ☒ the interest rate will not exceed a(n) ☒ fixed ☐ average maximum rate of 99.000 % or a ☐ floating maximum rate of the greater of _____ % or the Bank's Prime Rate; and the interest rate will not decrease below a fixed minimum rate of 4.000 %. If an average maximum rate is specified, a determination of any required reimbursement of interest by Bank will be made: ☐ when the Note is repaid in full by Borrower ☐ annually beginning on _____

Principal and interest are payable as follows:

☒ Principal (plus any accrued interest not otherwise scheduled herein) } is due in full at maturity on 01/13/2010
☐ Principal-plus accrued interest }
☐ Payable in consecutive _____ installments of ☐ Principal } commencing on _____
☐ Principal and interest }

and continuing on the same day of each calendar period thereafter, in _____ equal payments of \$ _____, with one final payment of all remaining principal and accrued interest due on _____.

☐ Check/Line Payment Option: 2% of outstanding balance is payable monthly commencing on _____ and continuing on the same day of each month thereafter, with one final payment of all remaining principal and accrued interest due on _____.

☒ Accrued interest is payable Monthly commencing on November 13, 2009 and continuing on the same day of each calendar period thereafter, with one final payment of all remaining interest due on January 13, 2010.

☐ Bank reserves the right in its sole discretion to adjust the fixed payment due hereunder _____ on _____ and continuing on the same day of each calendar period thereafter, in order to maintain an amortization period of no more than _____ months from the date of the initial principal payment due hereunder. Borrower understands the payment may increase if interest rates increase.

☐ At the Borrower's request, the Bank has agreed to readvance the principal amount of \$ _____ The outstanding principal balance under the Promissory Note prior to the readvance is \$ _____, making the total outstanding principal balance now due under the Promissory Note and this Agreement to be \$ _____ ("Modification Amount").

☐ Borrower hereby authorizes Bank to automatically draft from its demand deposit or savings account(s) with Bank or other bank, any payment(s) due under this Note on the date(s) due. Borrower shall provide appropriate account number(s) for account(s) at Bank or other bank.

The following scheduled payment(s) is (are) deferred:

☐ \$ _____ principal } payment(s) due on _____
☐ \$ _____ interest }

is (are) hereby deferred. Payments will resume on _____ according to the schedule contained herein or to the existing schedule (if no other changes are made herein).

ACCOUNTS / NOTES

9521820427 00001

1373SC (8807)



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Page 1 of 4

PLAINTIFF'S
EXHIBIT

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The Borrower(s) promises to pay Bank, or order, a late fee in the amount of five percent (5%) of any installment past due for ten (10) or more days. Where any installment payment is past due for ten (10) or more days, subsequent payments shall first be applied to the past due balance. In addition, the undersigned shall pay to Bank a returned payment fee if the undersigned or any other obligor hereon makes any payment at any time by check or other instrument, or by any electronic means, which is returned to Bank because of nonpayment due to nonsufficient funds.

COLLATERAL: ☐ The Promissory Note, as modified, and the performance of the terms of any agreement or instrument relating to, evidencing, or securing the Promissory Note, as modified, shall be additionally secured by collateral hereinafter described, a new security instrument shall be executed by Borrower(s), and/or Debtor(s)/Grantor(s), and all other steps necessary to perfect or record the Bank's lien with priority acceptable to Bank shall be taken. In addition to Bank's right of off-set and to any liens and security interests granted to Bank in the Agreements, the undersigned hereby grants to Bank a security interest in all of its depository accounts with and investment property held by Bank, which shall serve as collateral for the indebtedness and obligations evidenced by this Note.

Deed(s) of Trust / Mortgage(s) granted in favor of Bank as beneficiary / mortgagee:

- ☐ dated _____ in the maximum principal amount of \$ _____
granted by _____
- ☐ dated _____ in the maximum principal amount of \$ _____
granted by _____

Security Agreement(s) granting a security interest to Bank:

- ☐ dated _____ given by _____
- ☐ dated _____ given by _____
- ☐ Securities Account Pledge and Security Agreement dated _____, executed by _____
- ☐ Control Agreement(s) dated _____, covering ☐ Deposit Account(s) ☐ Investment Property
☐ Letter of Credit Rights ☐ Electronic Chattel Paper
- ☐ Assignment of Certificate of Deposit, Security Agreement, and Power of Attorney (for Certificated Certificates of Deposit) dated _____, executed by _____
- ☐ Pledge and Security Agreement for Publicly Traded Certificated Securities dated _____, executed by _____
- ☐ Assignment of Life Insurance Policy as Collateral dated _____, executed by _____
- ☐ Loan Agreement dated _____, executed by Borrower and ☐ Guarantor(s).
- ☐ _____
- ☐ _____
- ☐ The collateral hereinafter described shall be and hereby is deleted as security interest for payment of the aforesaid Promissory Note:

OTHER:

If the Promissory Note being modified by this Agreement is signed by more than one person or entity, the modified Promissory Note shall be the joint and several obligation of all signers and the property and liability of each and all of them. It is expressly understood and agreed that this Agreement is a modification only and not a novation. The original obligation of the Borrower(s) as evidenced by the Promissory Note above described is not extinguished hereby. It is also understood and agreed that except for the modification(s) contained herein said Promissory Note, and any other Loan Documents or Agreements evidencing, securing or relating to the Promissory Note and all singular terms and conditions thereof, shall be and remain in full force and effect. This Agreement shall not release or affect the liability of any co-makers, obligors, endorsers or guarantors of said Promissory Note. Borrower and Debtor(s)/Grantor(s), if any, jointly and severally consent to the terms of this Agreement, waive any objection thereto, affirm any and all obligations to Bank and certify that there are no defenses or offsets against said obligations or the Bank, including without limitation the Promissory Note. Bank expressly reserves all rights as to any party with right of recourse on the aforesaid Promissory Note.

In the event periodic accruals of interest shall exceed any periodic fixed payment amount described above, the fixed payment amount shall be immediately increased or supplemental interest payments required on the same periodic basis as specified above (increased fixed payments or supplemental payments to be determined in the Bank's sole discretion), in such amounts and at such times as shall be necessary to pay all accruals of interest for the period and all accruals of unpaid interest from previous periods. Such adjustments to the fixed payment amount or supplemental payments shall remain in effect for so long as any interest accruals shall exceed the original fixed payment amount and shall be further adjusted upward or downward to reflect changes in any variable interest rate based on an index such as the Bank's Prime Rate; provided that unless elected otherwise above, the fixed payment amount shall not be reduced below the original fixed payment amount. However, Bank shall have the right, in its sole discretion, to lower the fixed payment amount below the original payment amount. Notwithstanding any other provision contained in this agreement, in no event shall the provisions of this paragraph be applicable to any Promissory Note which requires disclosures pursuant to the Consumer Protection Act (Truth-in-Lending Act), 15 USC § 1601, et seq., as implemented by Regulation Z.

Borrower agrees that the only interest charge is the interest actually stated in this Note, and that any loan or origination fee shall be deemed charges rather than interest, which charges are fully earned and non-refundable. It is further agreed that any late charges are not a charge for the use of money but are imposed to compensate Bank for some of the administrative services, costs and losses associated with any delinquency or default under this Note, and said charges shall be fully earned and non-refundable when accrued. All other charges imposed by Bank upon Borrower in connection with this Note and the loan including, without limitation, any commitment fees, loan fees, facility fees, origination fees, discount points, default and late charges, prepayment fees, statutory attorneys' fees and reimbursements for costs and expenses paid by Bank to third parties or for damages incurred by Bank are and shall be deemed to be charges made to compensate Bank for underwriting and administrative services and costs, other services, and costs or losses incurred and to be incurred by Bank in connection with this Note and the loan and shall under no circumstances be deemed to be charges for the use of money. All such charges shall be fully earned and non-refundable when due.

The Bank may, at its option, charge any fees for the modification, renewal, extension, or amendment of any of the terms of the Promissory Note(s) as permitted by applicable law.

In the words "Prime Rate", "Bank Prime Rate", "BB&T Prime Rate", "Bank's Prime Rate" or "BB&T's Prime Rate" are used in this Agreement, they shall refer to the rate announced by the Bank from time to time as its Prime Rate. The Bank makes loans both above and below the Prime Rate and uses indexes other than the Prime Rate. Prime Rate is the name given a rate index used by the Bank and does not in itself constitute a representation of any preferred rate or treatment.

Unless otherwise provided herein, it is expressly understood and agreed by and between Borrower(s), Debtor(s)/Grantor(s) and Bank that any and all collateral (including but not limited to real property, personal property, fixtures, inventory, accounts, instruments, general intangibles, documents, chattel paper, and equipment) given as security to insure faithful performance by Borrower(s) and any other third party of any and all obligations to Bank, however created, whether now existing or hereafter arising, shall remain as security for the Promissory Note as modified hereby.

It is understood and agreed that if Bank has released collateral herein, it shall not be required or obligated to take any further steps to release said collateral from any lien or security interest unless Bank determines, in its sole discretion, that it may do so without consequence to its secured position and relative priority in other collateral; and unless Borrower(s) bears the reasonable cost of such action. No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Bank, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same, or of any other right on any further occasion. Each of the parties signing this Agreement regardless of the time, order or place of signing waives presentment, demand, protest, and notices of every kind, and assents to any one or more extensions or postponements of the time of payment or any other indulgences, to any substitutions, exchanges or releases of collateral if at any time there is available to the Bank collateral for the Promissory Note, as amended, and to the additions or releases of any other parties or persons primarily or secondarily liable. Whenever possible the provisions of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is prohibited by or invalid under such law, such provisions shall be ineffective to the extent of any such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All rights and obligations arising hereunder shall be governed by and construed in accordance with the laws of the same state which governs the interpretation and enforcement of the Promissory Note.

From and after any event of default under this Agreement, the Promissory Note, or any related deed of trust, security agreement or loan agreement, interest shall accrue on the sum of the principal balance and accrued interest then outstanding at the variable rate equal to the Bank's Prime Rate plus 5% per annum ("Default Rate"), provided that such rate shall not exceed at any time the highest rate of interest permitted by the laws of the State of South Carolina; and further that such rate shall apply after judgement. In the event of any default, the then remaining unpaid principal amount, and accrued but unpaid interest then outstanding shall bear interest at the Default Rate until such principal and interest have been paid in full. Bank shall not be obligated to accept any check, money order, or other payment instrument marked "payment in full" on any disputed amount due hereunder, and Bank expressly reserves the right to reject all such payment instruments. Borrower agrees that tender of its check or other payment instrument so marked will not satisfy or discharge its obligation under this Note, disputed or otherwise, even if such check or payment instrument is inadvertently processed by Bank unless in fact such payment is in fact sufficient to pay the amount due hereunder.

WAIVER OF TRIAL BY JURY. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS AGREEMENT, THE PROMISSORY NOTE OR ANY LOAN DOCUMENT EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN THE UNDERSIGNED AND BANK. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BANK TO MAKE THE LOAN EVIDENCED BY THE PROMISSORY NOTE AND THIS AGREEMENT. FURTHER, THE UNDERSIGNED HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BANK WOULD NOT SEEK TO ENFORCE THIS WAIVER OR RIGHT TO JURY TRIAL PROVISION IN THE EVENT OF LITIGATION. NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

Unless otherwise required under a Loan Agreement, if applicable, and as long as any indebtedness evidenced by this Promissory Note, as modified by this Agreement remains outstanding or as long as Bank remains obligated to make advances, the undersigned shall furnish annually an updated financial statement in a form satisfactory to Bank, which, when delivered shall be the property of the Bank. Further, the undersigned agree to provide any and all documentation requested by the Bank in order to verify the identity of the undersigned in accordance with the USA Patriot Act.

(SIGNATURES ON FOLLOWING PAGE)

BB&T

NOTE MODIFICATION SIGNATURE PAGE

Borrower: INDIGO LTD LLC
 Account Number: 00427 Note Number: 00001
 Modification Amount: 250,000.00 Modification Date: 10/13/2009

Notice of Right to Copy of Appraisal: If a 1-4 family residential dwelling is pledged as collateral for this Agreement, you, the undersigned, have a right to copy of the real estate appraisal report used in connection with your application for credit. You must forward your request to the Bank no later than 90 days after the date of this Agreement. In your request letter, please provide your name, mailing address, appraised property address, the date of this Agreement, and the account and note numbers shown on the front of this Agreement.

IN WITNESS WHEREOF, the undersigned, on the day and year first written above, has caused this instrument to be executed under seal.

If Borrower is a Corporation:

WITNESS:

 By: _____ (SEAL)
 Title: _____
 By: _____ (SEAL)
 Title: _____

If Borrower is a Partnership, Limited Liability Company, or Limited Liability Partnership:

WITNESS:

 By: INDIGO LTD LLC (SEAL)
NAME OF PARTNERSHIP, LLC, OR LLP
FRASER L. LORRE
Member & Manager
 Title: _____
 By: _____ (SEAL)
 Title: _____
 By: _____ (SEAL)
 Title: _____

If Borrower is an Individual:

WITNESS:

 _____ (SEAL)

Additional Borrowers and Debtors/Grantors/Guarantors:

WITNESS:

 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

COPY

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

IN THE COURT OF COMMON PLEAS

Branch Banking and Trust Company,

Case No.: 10-CP-22-00952

Plaintiff,

v.

ORDER FOR DEFICIENT
JUDGMENT

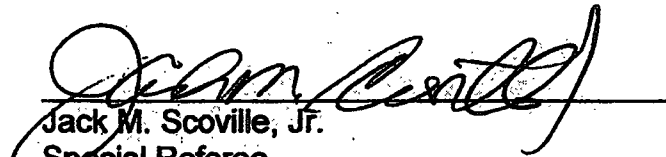
Indigo Limited, LLC,

Defendant.

FILED
GEORGETOWN COUNTY, S.C.
2010 DEC 21 PM 1:49
ALMA Y. WHITE
CLERK OF COURT

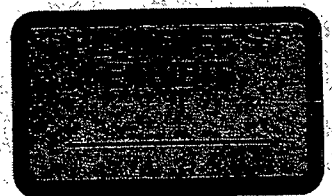
Upon considering the Report on Sale and Disbursement filed by The Honorable Jack M. Scoville, Jr., as Special Referee in the above case, and upon considering the Order of this court dated December 10, 2010, confirming said Report,

IT IS ORDERED that the Plaintiff have judgment against the Defendant Indigo Limited, LLC in the sum of Two Hundred Thirty-One Thousand Six Hundred Sixty-Five and 27/100 Dollars (\$231,665.27), which amount includes the costs of this action.


Jack M. Scoville, Jr.
Special Referee

Georgetown, South Carolina.

December 10, 2010



Calculation of Deficiency Amount

Total Debt:	\$	256,098.19
Plus: Commission	+	250.00
Publication Costs	+	262.08
Bid Fee	+	55.00
Less: Bid Amount	-	25,000.00
Deficiency	\$	231,665.27



NOTICE THAT WAIVER OF APPRAISAL RIGHTS WILL BE REQUIRED

TO: Todigo Limited, LLC
FROM: BB&T, 1256 Sunnyside Ave, Murrells Inlet, SC 29576
RE: 9521820427 Note 00001, LOT 207, Clavans Grant on Highway Bay
DATE: October 2, 2007

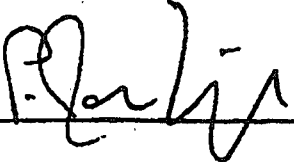
You are hereby notified that a **WAIVER OF APPRAISAL RIGHTS** will be required from you in connection with the above referenced transaction.

As part of that transaction, you will be required to execute one or more documents containing language similar to the following language:

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.**

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE

I acknowledge receipt of this notice on the 2nd day of October, 2007.



ACCOUNT# / NOTES
9521820427 00001



1641SC (0000)



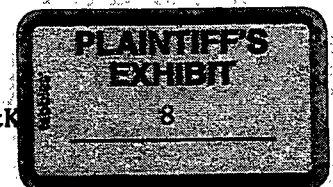
STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN)

TITLE TO REAL ESTATE
 TITLE NOT EXAMINED

KNOW ALL MEN BY THESE PRESENTS, THAT Indigo Limited, Inc.,
 a corporation organized and existing under the laws of the State of South Carolina,
 in consideration of the sum of -----Five and 00/100 (\$5.00) Dollars-----love and
 affection to me in hand paid at and before the sealing by these presents by Indigo
 Limited, LLC, a Limited Liability Company organized and existing under the laws
 of the State of South Carolina, the receipt whereof is hereby acknowledged, have
 granted, bargained, sold and released, and by these Presents do grant, bargain, sell
 and release unto the said, Indigo Limited, LLC, its Successors and Assigns
 forever, all our right, title and interest in and to the following described property,
 to-wit::

All that certain piece, parcel or lot of land lying, being and situate in Tax
 District No. 5, City of Georgetown, County of Georgetown, State of South Carolina,
 shown and designated as Lot No. 207 on the subdivision plat entitled 'Plat of
 several tracts of land located in the City of Georgetown showing a proposed
 subdivision to be known as 'Craven's Grant on Winyah Bay,' surveyed at the
 request of Maryville Partners, Inc., by Kellahan and Associates, William N.
 Kellahan, Jr., RLS, dated March 8, 2006, and revised April 5, 2006, and recorded in
 the Office of the Register of Deeds for Georgetown County in Plat Book 596 at pages
 1-5. Said plat is incorporated herein by reference.

Said lot or lots are also subject to the Declaration of Protective Covenants,
 Restrictions, Easements, Charges and Liens for Craven's Grant on Winyah Bay,
 executed by Maryville Partners, Inc., dated and recorded June 12, 2006, in the
 Office of the Register of Deeds for Georgetown County in Book 57 at page 224, as
 amended by First Amendment to Declaration of Protective Covenants, Restrictions,
 Easements, Charges and Liens for Craven's Grant on Winyah Bay, dated and
 recorded October 27, 2006, in the Office of the Register of Deeds for Georgetown
 County in Book 248 at page 67, and as may from time to time be amended by
 instruments of record. This document is expressly incorporated herein by reference
 as it establishes the community association and includes provisions for property



rights, assessments, association powers, architectural control and the association by-laws.

The above lot being a portion of a larger tract of land conveyed to Indigo Limited, Inc., by deed of CravensGrant II, LLC a South Carolina Limited Liability Company, dated August 31, 2007, and recorded August 31, 2007, in the Office of the Register of Deeds for Georgetown County in Book 668 at page 248.

TMS No.: 05-0037A-207

WHEREAS this sale is subject to all covenants and restrictions of record (provided they do not make the title unmarketable) and to all government statutes, ordinances, rules and regulations.

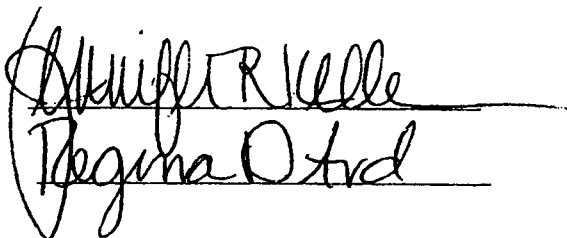
Grantee's Address: 325 Pinckney Road
Georgetown, SC 29440

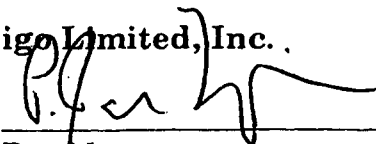
TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Indigo Limited, LLC, its Successors and Assigns forever.

WITNESS my Hand and Seal this 2nd day of October in the year of our Lord two thousand and seven and in the two hundred and thirty second year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Regina O. Ford

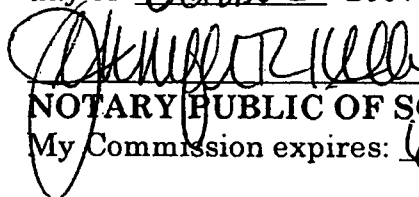
Indigo Limited, Inc.
By:  (L.S.)
Its: President

STATE OF SOUTH CAROLINA

COUNTY OF WILLIAMSBURG

BEFORE me personally appeared the undersigned witness, and made oath that s(he) saw the within named, Indigo Limited, Inc. by P. Jason Luquire, President, sign, seal and as their act and deed, deliver the foregoing written Deed for the uses and purposes therein contained and that s(he) with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me, this 2nd
day of October 2007.

 (SEAL)
NOTARY PUBLIC OF SOUTH CAROLINA
My Commission expires: 6/10/2012

Regina D. Ard

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred located in Georgetown County bearing TMS: 05-0037A-207 was transferred by Indigo Limited, Inc. to Indigo Limited, LLC on October 2nd, 2007.
3. The deed is exempt from the deed recording fee because (See information section of this affidavit): *transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars.*

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check ☐ Yes or ☐ No

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: **grantor**.

5. I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Indigo Limited, Inc.

By: [Signature] (L.S.)
Its: President

SWORN to before me this 2nd
day of October, 2007

[Signature] (SEAL)

Notary Public for South Carolina

My Commission Expires: 6/10/2012

SETTLEMENT STATEMENT

Optional Form for Transactions without Sellers

NAME AND ADDRESS OF BORROWER:

Indigo Limited, LLC
325 Pinckney Road
Georgetown, SC 29440

NAME AND ADDRESS OF LENDER:

Branch Banking and Trust Co.
201 Chartwell Court
Myrtle Beach, SC 29538

PROPERTY LOCATION:

Lot 207 Craven's Grant on Winyah Bay
Georgetown, SC 29440
Georgetown County, South Carolina
05-0037A-207

SETTLEMENT AGENT: Jenkinson, Jarrett, and Kellahan

PLACE OF SETTLEMENT: 120 West Main Street
Kingstree, SC 29556

SETTLEMENT DATE: October 2, 2007

LOAN NUMBER: 20427

I. SETTLEMENT CHARGES

800. ITEMS PAYABLE IN CONNECTION WITH LOAN

801. Loan Origination Fee 0.5000% to Branch Banking and Trust Co.

1,250.00

802. Loan Discount % to

803. Appraisal Fee to Branch Banking and Trust Co.

350.00

804. Credit Report to

805. Lender's Inspection Fee to

806. Mortgage Ins. App. Fee to

807. Mortgage Broker Fee to

808.

809.

810.

811.

812.

813.

814.

815.

816.

817.

818.

819.

820.

900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE

901. Interest 10/02/07 to 11/01/07 @ \$ /day

902. Mortgage Insurance Prem for months to

903. Hazard Insurance Prem for 1.0 yr to

904.

905.

1000. RESERVES DEPOSITED WITH LENDER

1001. Hazard Insurance months @ \$ per month

1002. Mortgage Insurance months @ \$ per month

1003. City/Town Taxes months @ \$ per month

1004. County Taxes months @ \$ per month

1005. Assessments months @ \$ per month

1006. months @ \$ per month

1007. months @ \$ per month

1008. months @ \$ per month

1520. TOTAL DISBURSED
(enter on line 1603)

0.00

1100. TITLE CHARGES

1101. Settlement Fee to

1102. Title Search to T.A. Title Services

52.00

1103. Title Examination to

1104. Title Ins. Binder to Black River Title

75.00

1105. Document Prep. to

1106. Notary Fees to

1107. Attorney's Fees to Jenkinson, Jarrett, and Kellahan

350.00

(includes above item numbers:)

1108. Title Insurance to Black River Title/FNTIC

612.50

(includes above item numbers:)

1109. Lender's Coverage \$ 250,000.00 75.00

1110. Owner's Coverage \$ 250,000.00 537.50

1111.

1112.

1113.

1114.

1115.

1116.

1117.

1118.

1200. GOVERNMENT RECORDING AND TRANSFER CHARGES

1201. Recording fees: Mortgage \$ 14.00 ; Releases \$

14.00

1202. City/County Tax/Stamp: Mortgage \$

1203. State Tax/Stamp: Mortgage \$

1204. Deed Recording Fee to Georgetown County Register of De

11.00

1205.

1300. ADDITIONAL SETTLEMENT CHARGES

1301. Survey

1302. Pest Inspection

1303. Overnight Charges to Branch Banking and Trust Co.

15.00

1304.

1305.

1400. TOTAL SETTLEMENT CHARGES (enter on line 1602)

2,729.50

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein.

Borrower Indigo Limited, LLC
By: [Signature]
Its: Member/Manager

Jenkinson, Jarrett, and Kellahan
Settlement Agent

Certified to be a true copy.

PLAINTIFF'S
EXHIBIT

**FIDELITY NATIONAL TITLE
INSURANCE COMPANY**

OWNER'S AFFIDAVIT

Limited Liability Companies

**STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN**

Before me, the undersigned Notary Public in and for said County and State, personally appeared P. Jason Luquire, known to me and being first duly sworn, deposes and says:

(1) That, Deponent makes this affidavit on behalf of a Limited Liability Company, whose name is Indigo Limited, LLC and said Limited Liability Company is located in the State of South Carolina and Deponent's official position with said Limited Liability Company is Member/Manager.

a. That Deponent is a of the Limited Liability Company named above, and is duly authorized and empowered to make and does make this affidavit in his representative capacity on behalf of said Limited Liability Company as well as in his individual capacity; that said Limited Liability Company is the owner of certain real property described on Exhibit A.

b. That if Deponent makes this affidavit on behalf of a Domestic (S.C.) Limited Liability Company, that (i) said Limited Liability Company is duly organized under the laws of South Carolina; (ii) that articles of Termination have not been filed; (iii) that all fees, taxes and penalties owed to the State have been paid; (iv) that it has delivered its annual report to the Secretary of State.

c. That if Deponent makes this affidavit on behalf of a Foreign Limited Liability Company, that (i) said Limited Liability Company is in good standing in its state of organization; (ii) that said Limited Liability Company has a Certificate of Authority from the Secretary of State to transact business in South Carolina or said Limited Liability Company has not been engaged in activities in this State which warrant obtaining a Certificate of Authority; (iii) that all fees, taxes and penalties owed to the state have been paid; (iv) that is has delivered its annual report to the Secretary of State.

(2) That said Limited Liability Company has been in peaceable and undisturbed possession of the premises known as Lot 207 Craven's Grant on Winyah Bay, Georgetown located in the County of Georgetown, State of South Carolina, since September 23, 2002 and that to the best of the Deponent's knowledge, title to said premises has never been disputed or questioned.

(3) Deponent further states that no person, Limited Liability Company or other entity has any valid contract to purchase any part or all of said premises or holds any unrecorded deeds to said property nor does it know of any facts or other reason by or through which possession or title to said premises might be questioned or of any claim to said premises which might be made adverse to the present title to the property.

(4) Deponent further says that said property or any part of it is not leased to any person, Limited Liability Company or other entity, except:

(5) Deponent further says that all improvements erected on said real estate are fully completed and there are no unpaid bills of any nature for any improvements, surveys, engineering or architectural services, pest control inspections or treatments, or for any other work, labor, materials or services placed upon, applied to, delivered to or rendered to, for, or in connection with the real estate with the 90 day period immediately preceding the date hereof or the period during which the Owner has owned the real estate if owned less than 90 days preceding the date hereof.

(6) Deponent further says that it does not have any judgments, pending suits, court actions, lis pendens, defaulted surety bonds and executions or attachments against Deponent in or from any State or Federal Court and has not been in bankruptcy within the past ten (10) years.

(7) Deponent further says that no security interest under the Uniform Commercial Code has been perfected against the improvements, except:

Owner's Affidavit (LLC)



(8) Deponent further says that it does not have any tax liens or tax claims pending, whether recorded or not, against said property or himself nor does Deponent know of any taxes of any kind or character which may have been assessed against said property now a lien or now due and payable, except: .

(9) That all assessments against the Owner or applicable to the real estate including assessments for street lighting, water and sewer construction, sanitary assessments and other governmental services have been paid in full, except: .

(10) Deponent further says that there is no mortgage indebtedness or other lien against said property, except: .

(11) That the undersigned make(s) this statement for the express purpose of inducing Fidelity National Title Insurance Company to insure title to said property to be free from adverse claims of liens not herein stated, and of enabling said owner(s) to receive the consideration for sale, lease or mortgage of said property. Affiant(s) guarantee and warrant the statements of fact herein, which shall be construed as a continuing contractual obligation in favor of said Company.

The undersigned Deponent (defined as any signatory hereto whether corporate, singular, plural, masculine, or feminine) being first duly sworn on oath does hereby state that the aforesaid facts are true and correct to the best of his knowledge and belief.

WITNESS our signature(s) as of the date hereinbelow. Dated: October 2, 2007

Name of Limited Liability Company: Indigo Limited, LLC

Indigo Limited, Inc.

By: [Signature]
Its: Member/Manager

Address: 325 Pinckney Road, Georgetown, SC 29440

Telephone No.:

Sworn to and subscribed before me this the 2nd day of October, 20 07.

[Signature]

Notary Public for South Carolina

My Commission Expires: 09/14/2014

Owner's Affidavit (LLC)

DECLARATION OF LIMITED LIABILITY COMPANY OR
LIMITED LIABILITY PARTNERSHIP AND AUTHORITY TO BORROW

The undersigned hereby certify to BRANCH BANKING AND TRUST COMPANY ("Bank") and BB&T Bankcard Corporation, a Georgia Corporation ("Bankcard").

1. We are members or partners in INDIGO LIMITED, LLC ("Organization"),
a Limited Liability Company organized under the laws of the State of South Carolina. The executive
offices of the Organization are located at 325 PINCKNEY ROAD, GEORGETOWN, SC 29440-0000
and the telephone number of the Organization is 4774. The taxpayer identification number of the Organization is
2170.

2. The full name and ownership interest of each member or partner is as follows:

NAME	PERCENT OR INTEREST
P JASON LUQUIRE	100.000

3. We, being those members or partners described above, constitute all of the members or partners in the Organization and will promptly notify the Bank and Bankcard if any other person, or legal entity acquires an ownership interest in the Organization. The undersigned also agree that any document, instrument, or undertaking heretofore or hereafter executed on behalf of the Organization shall be as binding on the Organization as though executed by all the members or partners and the undersigned hereby ratify and affirm any such act as binding upon the Organization and all its members or partners.

4. If the Organization has an Operating Agreement, the following persons are designated as Manager(s) in the Operating Agreement (if no designated Manager(s), list all members):
P JASON LUQUIRE

If the Organization does not have an Operating Agreement, the following persons are designated as Manager(s) or Managing Partner(s) by the members or partners:

The persons named above as Managers or Managing Partners whose signature(s) are subscribed hereto (or any one of them unless otherwise limited below) are authorized for and on behalf of the Organization to borrow money from, incur liabilities, and otherwise procure loans from Bank, or from Bankcard under BB&T Business Cards issued under terms and conditions contained in the BB&T Bankcard Corporation Commercial Card Plan, execute or endorse and deliver promissory notes, to make requests for future advances or other obligations, including extensions and modifications thereof, and to mortgage, pledge, or otherwise encumber, transfer, or assign any and/or all of the Organization property including, but not limited to selling, assigning, or discounting its bills, notes, contracts, real property, and accounts receivable or any other asset. Such Managers or Managing Partners or any of them, unless otherwise specifically limited herein, are further authorized to execute and deliver to Bank and/or Bankcard applications for loans and/or financial statements of the Organization, and to purchase, sell, exchange, deliver, receive and receipt for securities in foreign exchange, and to purchase letters of credit, execute guaranties and trust receipts, including renewals, modifications, and extensions thereof in connection herewith. We hereby appoint the above designated persons our attorney(s)-in-fact and hereby empower, authorize and expressly direct them to take all necessary and appropriate action in connection with the above described authority on behalf of the Organization and the undersigned members or partners. We also agree that any document, instrument or undertaking heretofore or hereafter so executed on behalf of the Organization shall be as binding on the Organization as though executed by all its members or partners and we hereby ratify and affirm any such act as binding upon the Organization and all its members or partners.

Limitations:

- We hereby authorize any member or partner designated hereunder to sign, endorse and negotiate any Convenience Checks issued to the Organization in connection with the BB&T Business Card. Bankcard is authorized to honor, receive and pay all Convenience Checks even though drawn or endorsed to the order of any person signing the same or tendered by him for cashing, or in payment of the individual obligation of such persons, or for deposit to his personal accounts, and Bankcard shall not be required or be under any obligation to inquire as to the circumstances of issuance, use or disposition of any Convenience Checks.
- The foregoing borrowing authorization shall remain in full force and effect until written notice of its amendment or rescission shall have been received by the Bank and Bankcard, and receipt of such notice shall not affect any action taken by the Bank or Bankcard prior thereto.
- All borrowing transactions by any of the persons named above on behalf of the Organization, and in its name, with the Bank and/or Bankcard prior to the delivery to the Bank and Bankcard of this certificate are, in all respects, hereby ratified, confirmed, approved and adopted.
- We expressly understand and agree that the Bank and Bankcard, when dealing with any of the persons herein authorized to act for the Organization in dealing with Organization borrowing transactions, shall be entitled to accept the representations of such authorized person or persons that the purpose of exercising the authority herein given is within the scope of the business of the Organization, and neither the Bank nor Bankcard shall be under any obligation to make any inquiries or to verify or confirm any of said representations, or to see to the application of the Organization funds for the purpose so represented. We certify that the signatures appearing hereon are the original, genuine signatures of the members or agents of the Organization herein authorized. The aforescribed power and authority of each of the undersigned shall continue in full force and effect until actual written notice or revocation is received by the Bank and Bankcard from one of the undersigned members, whether the same be brought about by dissolution or otherwise. The rights contained herein are in addition to and not in limitation of the rights inherent in a limited liability company or limited liability partnership. If the Organization has an Operating Agreement, this Declaration constitutes an Amendment to such Operating Agreement. If the Organization does not have an Operating Agreement, this Declaration constitutes the Organization's Operating Agreement and shall be signed by all of its members or partners.

IN WITNESS THEREOF, we have set our hands and seals, this 2nd day of October, 2007

Witness Theresa Kelle P. J. Luquire

Witness Regina D. Ard P JASON LUQUIRE

Witness _____

Witness _____

Witness _____

Witness _____

Witness _____

ACCOUNT# / NOTE#

9521820427 00001

1852 (07/02)



**DECLARATION OF LIMITED LIABILITY COMPANY OR
LIMITED LIABILITY PARTNERSHIP AND AUTHORITY TO BORROW**

The undersigned hereby certify to **BRANCH BANKING AND TRUST COMPANY ("Bank")** and **BB&T FINANCIAL, FSB ("BB&T Financial")**:

1. We are members or partners in INDIGO LTD LLC ("Organization"),
a Limited Liability Company organized under the laws of the State of South Carolina. The executive
offices of the Organization are located at 521 BONNYNECK DR., GEORGETOWN, SC 29440-7214
and the telephone number of the Organization is 252-32170. The taxpayer identification number of the Organization is

2. The full name and ownership interest of each member or partner is as follows:

NAME	PERCENT OR INTEREST
<u>P. Jason Luquire</u>	<u>100%</u>

3. We, being those members or partners described above, constitute all of the members or partners in the Organization and will promptly notify the Bank and BB&T Financial if any other person, or legal entity acquires an ownership interest in the Organization. The undersigned also agree that any document, instrument, or undertaking heretofore or hereafter executed on behalf of the Organization shall be as binding on the Organization as though executed by all the members or partners and the undersigned hereby ratify and affirm any such act as binding upon the Organization and all its members or partners.

4. If the Organization has an Operating Agreement, the following persons are designated as Manager(s) in the Operating Agreement (if no designated Manager(s), list all members):
P. JASON LUQUIRE

If the Organization does not have an Operating Agreement, the following persons are designated as Manager(s) or Managing Partner(s) by the members or partners:

The persons named above as Managers or Managing Partners whose signature(s) are submitted hereto (or any one of them unless otherwise limited below) are authorized for and on behalf of the Organization to borrow money from, incur liabilities, and otherwise procure loans from Bank, or from BB&T Financial under BB&T Business Cards issued under terms and conditions contained in the BB&T Financial, FSB Commercial Card Plan, accounts or evidence and deliver promissory notes, to make requests for future advances or other obligations, including extensions and modifications thereof, and to mortgage, pledge, or otherwise encumber, transfer, or assign any and/or all of the Organization property including, but not limited to, selling, assigning, or discounting its bills, notes, contracts, and property, and accounts receivable or any other asset. Such Managers or Managing Partners or any of them, unless otherwise specifically limited herein, are further authorized to execute and deliver to Bank and/or BB&T Financial applications for loans under financial statements of the Organization, and to purchase, sell, purchase, deliver, receive and receipt for securities in foreign exchange, and to purchase letters of credit, accounts guarantees and trust receipts, including forwards, modifications, and extensions thereof in connection herewith. We hereby appoint the above designated persons our attorney-in-fact and hereby empower, authorize and expressly direct them to take all necessary and appropriate action in connection with the above described authority on behalf of the Organization and the undersigned members or partners. We also agree that any document, instrument or undertaking heretofore or hereafter so executed on behalf of the Organization shall be as binding on the Organization as though executed by all its members or partners and we hereby ratify and affirm any such act as binding upon the Organization and all its members or partners.

Limitations:

- We hereby authorize any member or partner designated hereunder to sign, endorse and negotiate any Convenience Checks issued to the Organization in connection with the BB&T Business Card. BB&T Financial is authorized to honor, receive and pay all Convenience Checks even though drawn or endorsed to the order of any person signing the same or tendered by him for cashing, or in payment of the individual obligation of such persons, or for deposit to his personal accounts, and BB&T Financial shall not be required or be under any obligation to inquire as to the circumstances of issuance, use or disposition of any Convenience Checks.
- The foregoing borrowing authorization shall remain in full force and effect until written notice of its amendment or rescission shall have been received by the Bank and BB&T Financial, and receipt of such notice shall not affect any action taken by the Bank or BB&T Financial prior thereto.
- All borrowing transactions by any of the persons named above on behalf of the Organization, and in its name, with the Bank and/or BB&T Financial prior to the delivery to the Bank and BB&T Financial of this certificate are, in all respects, hereby ratified, confirmed, approved and adopted.
- We expressly understand and agree that the Bank and BB&T Financial, when dealing with any of the persons herein authorized to act for the Organization in connection with borrowing transactions, shall be entitled to accept the representations of such authorized person or persons that the purpose of executing the authority herein given is within the scope of the business of the Organization, and neither the Bank nor BB&T Financial shall be under any obligation to make any inquiries or to verify or confirm any of said representations, or to see to the application of the Organization funds for the purpose so represented. We certify that the signatures appearing hereon are the original, genuine signatures of the members or agents of the Organization herein authorized. The described power and authority of each of the undersigned shall continue in full force and effect until actual written notice of revocation is received by the Bank and BB&T Financial from one of the undersigned members, whether the same be brought about by resolution or otherwise. The rights contained herein are in addition to and not in limitation of the rights inherent in a limited liability company or limited liability partnership. If the Organization has an Operating Agreement, this Declaration constitutes an Amendment to such Operating Agreement. If the Organization does not have an Operating Agreement, this Declaration constitutes the Organization's Operating Agreement and shall be signed by all of its members or partners.

IN WITNESS THEREOF, we have hereunto set our hands and seals, this 13th day of September, 2008.

Witness P. Jason Luquire
Witness _____
Witness _____
Witness _____
Witness _____
Witness _____
Witness _____

ACCOUNTS / NOTES
9521320427 00001

1852 (3/04)





DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
HOLTSVILLE NY 11742-9003

002251.148647.0009.001 1 MB 0.309 705



INDIGO LTD LLC
LUQUIRE JASON SOLE MBR
201 BUSINESS CENTER DR STE A
PAWLEYS ISLAND SC 29585

Date of this notice: 08-11-2004

Employer Identification Number:
2170

Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 20-1422170. This EIN will identify your business account, tax returns, and documents even if you have no employees. Please keep this notice in your permanent records.

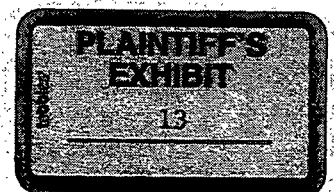
When filing tax documents, please use the label IRS provided. If that isn't possible, you should use your EIN and complete name and address shown above on all federal tax forms, payments and related correspondence. If this information isn't correct, please correct it using the tear off stub from this notice. Return it to us so we can correct your account. If you use any variation of your name or EIN, it may cause a delay in processing and may result in incorrect information in your account. It also could cause you to be assigned more than one EIN.

If you want to apply to receive a ruling or a determination letter recognizing your organization as tax exempt, and have not already done so, you should file Form 1023/1024, Application for Recognition of Exemption, with the IRS Ohio Key District Office. Publication 557, Tax Exempt Status for Your Organization, is available at most IRS offices and has details on how you can apply.

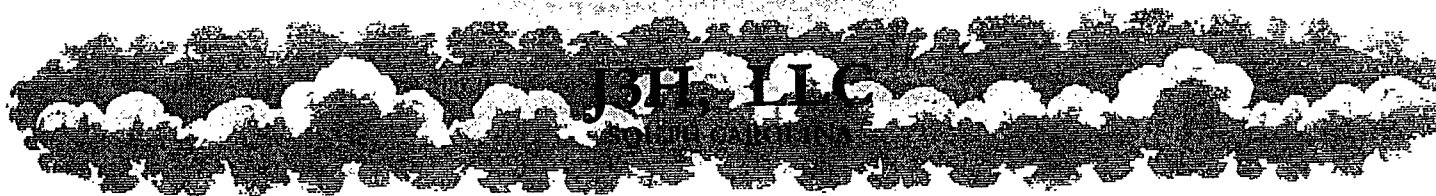
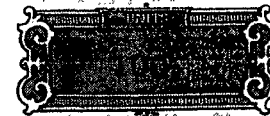
IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records.
- * Use this EIN and your name exactly as they appear above on all your federal tax forms.
- * Refer to this EIN on your tax related correspondence and documents.

Thank you for your cooperation.



INCORPORATED UNDER THE LAWS OF
THE WITHIN NAMED STATE



This Certificate that

Indigo Limited, LLC
One Hundred

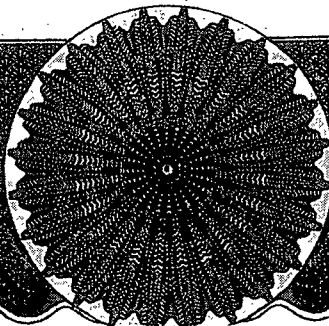
is the owner of
Units of the above

Limited Liability Company transferable only on the books of the Limited Liability Company by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed. Transfer of these Units is subject to restrictions in the Operating Agreement/Company Agreement/Regulations for this Limited Liability Company.

The Company will furnish without charge to each Unit holder who so requests, the powers, designations, preferences and relative participation rights of Unit holders and the qualifications, limitations or restrictions of such rights.

In Witness Whereof, the said Limited Liability Company has caused this Certificate to be signed by its duly authorized Member(s)/Manager(s) and to be sealed with the Seal of the Limited Liability Company.

Dated October 27, 2006



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

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

OCT 08 2008

MEMBERS STATEMENT
OF DISSOCIATION
FROM A LIMITED LIABILITY COMPANY

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

The following member of the Limited Liability Company hereby files this statement of Dissociation in accordance with Section 33-44-704 of the 1976 South Carolina Code of Laws, as amended.

1. Name of the Limited Liability Company from which a member has dissociated:

J3H, LLC

2. Name of member who has dissociated from the Limited Liability Company:

Indigo Limited, LLC

521 Bonnyneck Drive

Street Address

Georgetown

SC

29440

City

State

Zip Code

3. Unless otherwise specified, this statement is effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time:

September 17, 2008

4. This statement is being filed by:

- ☐ a. The dissociating member:

[Signature] 9/17/2008
Signature of member Date

- ☐ b. The Limited Liability Company:

Signature Date

Name Capacity

081008-0072
J3H, LLC

Mark Hammond

FILED: 10/08/2008

Filing Fee: \$2.00



South Carolina



163-70-02-00 Mail Code
cmclark@bbandt.com

From: luquire [mailto:luquire@sccoast.net]
Sent: Thursday, February 25, 2010 3:26 PM
To: Clark, Christopher
Subject: FW: Indigo Limited, LLC Note Renewal
Importance: High

Chris,

Indigo Ltd, LLC is still awaiting the renewal paperwork you promised during our phone conversation Friday afternoon 1/12/2010 following the morning meeting with you and Craig. I look forward to wrapping this up as soon as possible.

Sincerely,

Jason Luquire for
Indigo Ltd, LLC

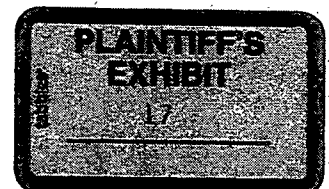
From: luquire [mailto:luquire@sccoast.net]
Sent: Friday, February 12, 2010 9:31 AM
To: 'cmclark@bbandt.com'
Subject: Indigo Limited, LLC Note Renewal
Importance: High

<<...>> <<...>> <<...>>

Chris,

You previously mentioned that we were going to renew the Indigo Limited, LLC note 9521820427-00001. I have paid the interest requested in mail notifications while waiting on the note renewal paperwork. Indigo Limited, LLC would like to wrap this up as soon as possible and is ready to do so under the terms you explained after the meeting with you and Craig in the Pawleys Island branch office. Please let us know at your earliest convenience.

Thanks,
Jason Luquire
Indigo Limited, LLC



STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

IN THE COURT OF COMMON PLEAS

Branch Banking and Trust Company,

Case No.: 2011-CP-22-01330

Plaintiff,

v.

**AFFIDAVIT OF
ATTORNEY'S FEES**

P. Jason Luquire,

Defendant.

Personally appeared before me, Clay Robinson, who being duly sworn states:

1. That I am the attorney of record for Branch Banking and Trust Company ("Bank") in this action;

2. Under the terms of the Promissory Note ("Note") and Guaranty Agreements (attached as Exhibits A, D and E to the Amended Complaint), the Defendant P. Jason Luquire shall pay all costs of collection, including reasonable attorney fees, if the Note is placed in the hands of an attorney for collection after default.

3. That I have been actively involved in litigation since my admission to the South Carolina Bar in 1986;

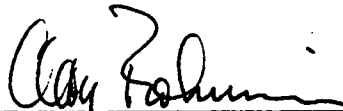
4. Based on my years of experience in handling these types of matters, a reasonable hourly fee is \$260 per hour.

5. Bank's request for fees and costs is \$45,000.00, which consists of fees for professional time and expenses of \$3,000.00.

6. The legal services which I have rendered, or others in our office have rendered, on behalf of BB&T to date in this matter include, but are not limited to,

PLAINTIFF'S EXHIBIT 18

investigation of the nature of the claim, and gathering of essential documents; advising our client about its rights and duties under state; corresponding with the client; preparation, service, and filing of the Summons and Verified Complaint; administrative follow up related to the filing and service of the pleadings; preparation and mailing of this Affidavit; preparation of initial and amended pleadings; preparing discovery requests and responses; conducting a deposition of Luquire and subpoena for documents from the witness Luquire indentified; several appearances at roster meetings; and preparation for and participation in a trial. Anticipated future activities on behalf of this client include preparation of an order and defense of a possible appeal by Luquire.



Clay Robinson
ROBINSON, McFADDEN & MOORE, P.C.
Post Office Box 944
Columbia, SC 29202
(803) 779-8900
(803) 744-1546 (facsimile)
E-mail: clay@robinsonlaw.com
S.C. Bar No. 7956

For Branch Banking and Trust Company

SWORN to and subscribed before me
this 27th day of November, 2012.

Notary Public for South Carolina
My Commission Expires: _____

Return to: Jennifer R. Kellahan, Esquire
Jankelson, Jarrett & Kellahan, P.A.
Post Office Drawer 669
Kingston, SC 29546

200700021467
Filed for Record in
GEORGETOWN SC
MARION PRIVATE
03-31-2007 At 01:49 pm.
DEED 12.00
STATE TAX 1.00
COUNTY TAX 1.00
EXEMPT 10
248 - 233

STATE OF SOUTH CAROLINA) TITLE TO REAL ESTATE
)
) GENERAL WARRANTY DEED
COUNTY OF GEORGETOWN)

LLC, a Limited Liability Company organized and existing under the laws of the State of South Carolina, hereinafter referred to as Grantor, in consideration of the sum of ----- Five and 00/100 (95.00) Dollars ----- and partial liquidation of the grantor, and solely in consideration of the reduction of the grantee's interest therein, to it in hand paid at and before the sealing by these presents by INDIGO INC.

5-37A-207
5-37A-215
SPE

Said lot or lots are also subject to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Craven's Grant on Winyah Bay, executed by Maryville Partners, Inc., dated and recorded June 12, 2008, in the Office of the Register of Deeds for Georgetown County in Book 57 at page 224, as amended by First Amendment to Declaration of Protective Covenants, Restrictions,

TGW DOCS 00-6

Instrument	Book Page
200700021467	668 269

Easements, Charges and Liens for Craven's Grant on Winyah Bay, dated and recorded October 27, 2006, in the Office of the Register of Deeds for Georgetown County in Book 248 at page 67, and as may from time to time be amended by instruments of record. This document is expressly incorporated herein by reference as it establishes the community association and includes provisions for property rights, assessments, association powers, architectural control and the association by-laws.

The above lot being a portion of a larger tract of land conveyed to CravensGrant II, LLC a South Carolina Limited Liability Company, by deed of Will Whit, LLC, a South Carolina Limited Liability Company, dated October 27, 2006, and recorded October 27, 2006, in the Office of the Register of Deeds for Georgetown County in Book 248 at page 68.

TMS No.: 05-0037A-207

All that certain piece, parcel or lot of land lying, being and situate in Tax District No. 5, City of Georgetown, County of Georgetown, State of South Carolina, shown and designated as Lot No. 216 on the subdivision plat entitled "Plat of several tracts of land located in the City of Georgetown showing a proposed subdivision to be known as "Craven's Grant on Winyah Bay," surveyed at the request of Maryville Partners, Inc." by Kellahan and Associates, William N. Kellahan, Jr., RLS, dated March 8, 2006, and revised April 5, 2006, and recorded in the Office of the Register of Deeds for Georgetown County in Plat Book 698 at pages 1-5. Said plat is incorporated herein by reference.

Said lot or lots are also subject to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Craven's Grant on Winyah Bay, executed by Maryville Partners, Inc., dated and recorded June 12, 2006, in the Office of the Register of Deeds for Georgetown County in Book 57 at page 224, as amended by First Amendment to Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Craven's Grant on Winyah Bay, dated and recorded October 27, 2006, in the Office of the Register of Deeds for Georgetown County in Book 248 at page 67, and as may from time to time be amended by instruments of record. This document is expressly incorporated herein by reference as it establishes the community association and includes provisions for property rights, assessments, association powers, architectural control and the association by-laws.

The above lot being a portion of a larger tract of land conveyed to CravensGrant II, LLC a South Carolina Limited Liability Company, by deed of Will Whit, LLC, a South Carolina Limited Liability Company, dated October 27, 2006, and recorded October 27, 2006, in the Office of the Register of Deeds for Georgetown County in Book 248 at page 68.

DEFENDANT'S EXHIBIT 3-2

TGW DOCS 00-7

Instrument Book Page
200700021467 468 259

TMS No.: 05-0037A-215

WHEREAS this sale is subject to all covenants and restrictions of record (provided they do not make the title unmarketable) and to all government statutes, ordinances, rules and regulations.

Grantee's Address: 825 Pinckney Road
Georgetown, SC 29440

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said INDIGO LIMITED, ~~LLC~~ ^{LLC}, its Successors and Assigns its heirs and Assigns forever.

And the Grantor does hereby bind itself and its Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said INDIGO LIMITED, ~~LLC~~ ^{LLC}, its Successors and Assigns, against it and its Successors and Assigns, and all persons whosoever lawfully claiming or to claim the same or any part thereof.

DEFENDANT'S EXHIBIT 3-3

TGW DOCS 00-8

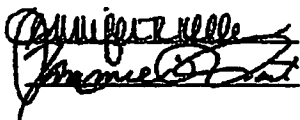
<http://www.landaccess.com/phpviewer3/viewimage.php?id=200700021467&page=3&sys...> 11/27/2012

Instrument Book Page
200700021467 645 251

IN WITNESS WHEREOF CravensGrant II, LLC, has caused these presents to be executed in its name by Kenneth R. Kellahan, its Authorized Manager, and its company seal to be hereto affixed this 31st day of August in the year of our Lord two thousand seven and in the two hundred thirty-second year of the sovereignty and independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CRAVENSGRANT II, LLC



BY: Kenneth R. Kellahan (L.S.)

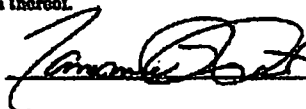
ITS: Authorized Manager

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

BEFORE me personally appeared the undersigned witness, and made oath that (s)he saw the within named, CRAVENSGRANT II, LLC, BY KENNETH R. KELLAHAN, ITS DULY AUTHORIZED MANAGER, sign, seal and as its act and deed, deliver the foregoing written Deed for the uses and purposes therein contained and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me, this 31st
day of AUGUST, 2007.

 (SEAL)
NOTARY PUBLIC OF SOUTH CAROLINA
My Commission expires: 6/10/2012
(SEAL)



DEFENDANT'S EXHIBIT 3-4

TGW DOCS 00-9

Instrument 200700021467 Book Page 668 252

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN) AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred located in Georgetown County bearing TMS: 05-0037A-207 & 215 was transferred by CravensGrant II, LLC to Indigo Limited, Inc. on August 31, 2007.
3. The deed is exempt from the deed recording fee because (See information section of this affidavit): See Exemption #9
If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check ☐ Yes or ☐ No
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: grantor.
5. I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

CravensGrant II, LLC

By: Thomas H. R. R. R. R.
Its: Authorized Manager

SWORN to before me this 31st
day of August, 2007.
Thomas H. R. R. R. (SEAL)
Notary Public for South Carolina
My Commission Expires: 01/19/2016

DEFENDANT'S EXHIBIT 3-5

TGW DOCS 00-10

February 17, 2010

VIA CERTIFIED MAIL AND REGULAR MAIL

Mr. P. Jason Luquire
Registered Agent/Member
Indigo Ltd., LLC
201 Business Center Drive
Pawleys Island, SC 29585

Wilson W. McDonald
1901 MAIN STREET, SUITE 1200
POST OFFICE BOX 944
COLUMBIA, SOUTH CAROLINA 29202
PH
(803) 779-0800 | (803) 227-1140 direct
FAX
(803) 282-0724 | (803) 744-1840 direct
wmcdonald@robinsonlaw.com

Re: NOTICE OF MATURITY AND DEFAULT
Promissory Note dated as of October 2, 2007, as modified, in the
original amount of \$250,000.00 ("Note #1" of the "Note")
Our File No: 02165-0749

Dear Mr. Luquire:

The above-referenced Note matured as of January 13, 2010. As such, the Note is presently due from Indigo Ltd., LLC (the "Borrower") and payable to Branch Banking and Trust Company (the "Bank"). This firm represents the Bank and hereby notifies you of this default. Please note that by specifying an event of default in this letter, the Bank is not waiving its ability in any way to declare other, or subsequent, events of default should they arise or be determined.

Please contact me (or if you are represented by counsel, have your attorney contact me) for the exact amount to pay off this Note, including attorney's fees and costs. The payoff for Note #1 as of February 17, 2010 is \$246,225.06 with an interest per diem thereafter of \$27.22. This amount does not include legal fees and costs to date.

Note #1 is secured by a mortgage on certain real property located in Georgetown County, South Carolina, known as Lot #207, Craven's Grant on Winyah Bay, having TMS# 05-0037A-207, and as further described in the mortgage (the "Real Property").

Unless arrangements can be made by March 1, 2010 to pay the Note in full, Bank will have no choice but to commence legal action to collect on the Note, including, but not limited to, judicial proceedings to foreclose against the Real Property.

Furthermore, the Note provides that in the event of default, the Bank has the right to increase the interest rate to the default rate as defined in the Note. Accordingly, the interest rate accruing on the Note will be increased to the default rate as defined therein effective March 1, 2010 and will remain at this interest rate until such time as the defaults are cured or the Note is paid in full.

DEFENDANT'S EXHIBIT 4-1

BB&T 000220

This letter further is to advise you that all reasonable expenses incurred by us in enforcing the provisions of the Note and enforcing Bank's remedies as provided therein including, but not limited to, reasonable attorneys' fees will continue to accrue as an obligation under the Note. This is the last notification that you will receive from the Bank regarding this matter. We look forward to immediate payment of all amounts due under the Note or an acceptable written proposal.

We are sending this letter to you also in your capacity as the guarantor of the Note as notice of Borrower's defaults and Bank's intent to pursue all available remedies for collection, including the obligations under your guaranty agreement.

Sincerely,

ROBINSON MCFADDEN & MOORE, PC



Wilson W. McDonald

WWM/bhh

cc: Mr. Frank J. Caple (via e-mail)
Senior Credit Officer, BB&T

DEFENDANT'S EXHIBIT 4-2

BB&T 000221

March 5, 2010

Indigo Ltd., LLC
PO Box 4567
Pawleys Island, SC 29585

Robinson McFadden Attorneys and Counselors at Law
Attn: Mr. Wilson W. McDonald
PO Box 944
Columbia, SC 29202

Dear Mr. McDonald,

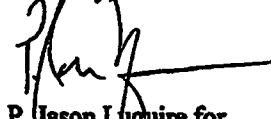
I enjoyed our conversation and I am optimistic that something can be worked out that is satisfactory to all involved.

As expressed in my letter dated February 10, 2010 mailed to the BB&T Processing Center at PO Box 580050 Charlotte, NC 28258-0050 and the BB&T Branch, Attn: Chris Clark at 11403 Ocean Highway Pawleys Island, SC 29585 and other correspondence (see attachments) we believe it is Indigo's right to expect the Bank to keep its promises in everything they do yet to date the representations and promises BB&T made to renew the Indigo Ltd., LLC loan have not been honored. Therefore we believe the loan should be renewed as promised based on the previous renewal terms presented. However we feel that by the time we were prevailed in proving the broken promises we would be destroyed by the bank.

Therefore we propose selling the collateral (lot 207) now for \$130k +/- and financing the balance \$115k +/- over 12 years at 4.5% (\$900.00/month). Indigo Ltd., LLC would be the sole guarantor.

I hope we can come to a mutual agreement soon.

Sincerely,



P. Jason Luquire for
Indigo Ltd., LLC

DEFENDANT'S EXHIBIT 4-3

BB&T 000238



ROBINSON MCFADDEN
ATTORNEYS AND COUNSELORS AT LAW

ROBINSON, MCFADDEN & MOORE, P.C.
COLUMBIA, SOUTH CAROLINA

April 15, 2010

VIA REGULAR MAIL

Wilson W. McDonald
1801 MAIN STREET, SUITE 1200
POST OFFICE BOX 944
COLUMBIA, SOUTH CAROLINA 29202
PB
(803) 779-8900 | (803) 227-1140 direct
FAX
(803) 262-0724 | (803) 744-1640 direct
wmcdonald@robinsonlaw.com

Mr. P. Jason Luquire
Registered Agent/Member
Indigo Ltd., LLC
201 Business Center Drive
Pawleys Island, SC 29585

Re: Indigo Ltd., LLC
Our File No: 02165-0749

Dear Mr. Luquire:

Enclosed please find BB&T's Check No. 0000133874 in the amount of \$814.50 regarding Indigo Ltd., LLC. Because this loan has matured, BB&T will not accept partial payments. Therefore, BB&T is refunding the payment you made on it. Please note that BB&T will not accept further partial payments unless and until BB&T and Indigo Ltd., LLC have come up with a mutually agreeable way to resolve this matter.

Sincerely,

ROBINSON MCFADDEN & MOORE, PC

Wilson W. McDonald

WWM/bhh

Enclosure

DEFENDANT'S EXHIBIT 4-4

BB&T 000223

ROBINSON MCFADDEN
ATTORNEYS AND COUNSELORS AT LAW

ROBINSON, MCFADDEN & MOORE, P.C.

COLUMBIA, SOUTH CAROLINA

April 23, 2010

VIA CERTIFIED MAIL AND REGULAR MAIL

Mr. P. Jason Luquire
Registered Agent/Member
INDIGO LTD, LLC
PO Box 4567
Pawleys Island, SC 29585

Wilson W. McDonald
1901 MAIN STREET, SUITE 1200
POST OFFICE BOX 644
COLUMBIA, SOUTH CAROLINA 29202
PH
(803) 770-0900 | (803) 327-1140 direct
FAX
(803) 362-0724 | (803) 744-1640 direct
wmcdonald@robinsonlaw.com

Re: **BB&T - INDIGO LTD, LLC**
Our File No. 02165-0749

Dear Mr. Luquire:

BB&T recently received the appraisal on your property located on Pinckney Road in Georgetown County. Unfortunately, the value provided was not enough to show sufficient equity over and above what is currently owed on the first mortgage note. As such, the bank cannot consider that property as additional collateral for any work-out proposal regarding Indigo LTD, LLC's indebtedness to BB&T.

Pursuant to earlier e-mails, you have offered at least three options on how you would like to proceed with respect to repayment of Indigo LTD, LLC Note #1 (the "Note"), which matured as of January 13, 2010. Please be advised that none of your proposals are acceptable to the bank. Any work-out scenario that involves a modification, extension and/or renewal of the matured Note will require you (1) to pledge sufficient additional collateral to the bank to secure the indebtedness; and (2) to agree to repayment terms that are satisfactory to the bank and properly documented. If you would like to submit a proposal along the lines set forth above, please do so in writing or, if you are represented by counsel, have your attorney do so. Alternatively, if you determine you want to pay off the Note, I can provide you or your counsel with an exact amount to do so including legal fees and costs to date upon written request.

If I have not received either a complete pay-off of Note #1 or a written proposal acceptable to BB&T by April 30, 2010, we have been instructed to proceed with legal action to collect on the Note, including, but not limited to, judicial proceedings to foreclose against the real property currently serving as collateral.

Sincerely,

ROBINSON, MCFADDEN & MOORE, P.C.



Wilson W. McDonald

WWW/bhh

cc: Mr. Frank J. Caple (via e-mail)
Senior Credit Officer/Coastal Region, BB&T

DEFENDANT'S EXHIBIT 4-5

BB&T 000225

COPY

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

Branch Banking and Trust Company,

Plaintiff,

v.

Indigo Limited, LLC,

Defendant.

IN THE COURT OF COMMON PLEAS

Case No. 10-CP-22-00952

SUMMONS
(Mortgage Foreclosure)
(Deficiency Judgment Demanded)
Non-Jury

TO: THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in the above entitled action, copy of which is herewith served upon you, and to serve copy of your answer upon the undersigned at their offices, Robinson, McFadden & Moore, P.C., 1901 Main Street, Suite 1200, Columbia, South Carolina, within Thirty (30) days after service hereof upon you, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that the undersigned attorney on behalf of the Plaintiff herein, will seek the agreement and stipulation of all parties not in default for an Order of Reference to Master in Equity for Georgetown County stipulating that said Master may enter a final judgment in this case.


J. Kershaw Spong
ROBINSON, MCFADDEN & MOORE, P.C.
Post Office Box 944
Columbia, S.C. 29202
(803) 779-8900

Attorneys for the Plaintiff

Columbia, South Carolina
June 4, 2010

DEFENDANT'S EXHIBIT 5-1

COPY

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN
Branch Banking and Trust Company,
Plaintiff,
v.
Indigo Limited, LLC,
Defendant.

IN THE COURT OF COMMON PLEAS

Case No. 10-CP-22-00952

COMPLAINT
(Mortgage Foreclosure)
(Deficiency Judgment Demanded)
Non-Jury

2010 Jun 16 11:57
CLERK OF COURT

The Plaintiff above named, complaining of the Defendant herein, alleges that:

1. Plaintiff is a banking institution duly organized and existing under and by virtue of the laws of the United States.

2. Upon information and belief, the Defendant Indigo Limited, LLC is a ^{Name Change 7/14/2003} limited liability company organized under the laws of and doing business in the State of ^{Dormant Indigo Mortgage LLC} South Carolina. The subject of this action is real property located in the County of Georgetown, State of South Carolina. This court has jurisdiction over the Defendants by virtue of the aforesaid real estate venture in South Carolina.

3. Heretofore, under date the 2nd day of October, 2007, Defendant Indigo Limited, LLC made, executed, and delivered to Branch Banking and Trust Company a certain Promissory Note in writing, wherein and whereby it promised to pay to Branch Banking and Trust Company the principal sum of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00), together with variable rate interest at the Bank's Prime Rate plus 0.500% per annum on the unpaid balance; said principal and interest being payable in monthly installments on terms as set forth therein until

DEFENDANT'S EXHIBIT 5-2

said note is fully paid. A true copy of the Note is attached as Exhibit A. A Note Modification Agreement was executed on September 22, 2008 changing the maturity date to September 25, 2009 and the interest to be paid monthly beginning October 25, 2008. A Note Modification Agreement was executed on October 13, 2009 changing the interest to a variable rate of the Bank's Prime Rate plus 0.000% per annum, not exceeding a maximum rate of 99.000% or a minimum rate of 4.000%, changing the Maturity date to January 13, 2010 and the interest to be paid monthly beginning November 13, 2009. True copies of the Note Modification Agreements are attached hereto as Exhibit B.

*changed
UC to Indigo
Ltd, LLC
No personal
guarantee
in note
need.*

4. In order to secure the payment of the note, the said Defendant Indigo Limited, LLC did on the same date, to-wit, the 2nd day of October, 2007 make, execute, and deliver to Branch Banking and Trust Company, its successors and assigns, a certain Mortgage covering real property located in the County and State aforesaid. A true copy of the Mortgage is attached as Exhibit C.

5. Thereafter, on the 2nd day of October, 2007, said mortgage was recorded in the Office of the Register of Deeds for Georgetown County in Book 707 at page 171. This mortgage involves commercial property; therefore, the Home Affordable Modification Program does not apply.

6. In and by the terms of said note and the mortgage securing same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements in the mortgage securing the same be not complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.

7. In and by the terms of the said note it is further provided that the maker thereof shall pay a reasonable sum as and for an attorney's fee if the said note be placed in the hands of an attorney for collection after default.

8. Principal and interest was due in full on maturity on January 13, 2010, and has not been paid although demand for the payment thereof has been made and ^{payments were made thru April} the Plaintiff, as the holder of the said note and mortgage, has and does hereby demand the entire balance of said principal and interest due and payable at once; that there is now due and owing and unpaid upon the said note and mortgage the full and just principal sum of Two Hundred Forty-Four Thousand Three Hundred Forty-Six and 73/100 Dollars (\$244,346.73), together with interest at the current rate of 4.000% per annum, together with a reasonable sum as attorney's fees for the collection thereof and the costs of this action.

9. The Plaintiff does not waive but specifically demands judgment against the Defendant Indigo Limited, LLC for the full amount found to be due to Plaintiff on the note and mortgage held by Plaintiff, with the right to enter judgment against the Defendant Indigo Limited, LLC for any deficiency in this action.

WHEREFORE, Plaintiff prays judgment that:

(a) The amount due upon the said note and mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.

(b) Plaintiff's mortgage be declared a first mortgage lien and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or

DEFENDANT'S EXHIBIT 5-4

have been paid by Plaintiff, with a reasonable sum as attorney's fees, and for the costs of this action.

(c) The mortgaged premises be sold according to law and the practice of this Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and said sale;

Second, to the payment and discharge of the amount due on Plaintiff's note and mortgage, together with attorney's fees as aforesaid; and

Third; the surplus, if any, be distributed according to law.

(d) Plaintiff have judgment against the Defendant **Indigo Limited, LLC** for the full amount found to be due Plaintiff on the note and mortgage, with the right to enter judgment against the Defendant **Indigo Limited, LLC** for any deficiency in this action.

(e) For such other and further relief as may be just and proper.



J. Kershaw Spong
ROBINSON, MCFADDEN & MOORE, P.C.
Post Office Box 944
Columbia, S.C. 29202
(803) 779-8900

Attorneys for the Plaintiff

Columbia, South Carolina

June 4, 2010

DEFENDANT'S EXHIBIT 5-5

October 5, 2010

Kirk

The BB&T should be aware of the below facts. My client, the alleged guarantor, will not attend tomorrow's hearing since he is not a party, but expressly reserves the right to assert these facts if some subsequent action is commenced against him on the guaranty.

- Indigo Ltd., LLC is the rightful owner of Cravens Grant lot 207. A partial partnership lot distribution occurred in August 2007 to owners of CravensGrant II, LLC, at which time lot 207 was mistakenly titled to Indigo Limited, LLC, rather than Indigo Ltd., LLC.
- Indigo Limited, LLC is not an existing SC LLC; a name change occurred 7/14/2003 to Indigo Mortgage, LLC.
- Neither Indigo Limited, LLC, or Indigo Mortgage, LLC, should be the record owner of lot 207 owner.
- Exhibit A - BB&T Promissory Note 10/2/2007-The Note signature is witnessed by Jennifer Kellahan, but she did not witness the personal guarantee because she was instructed to pull the guarantee document aside since a personal guarantee was not requested by BB&T, and the appraised value of \$600K substantially covered the \$250k loan.
- Exhibit B Note Modification 9/22/2008 – In name of Indigo Ltd.
- Note Modification 10/2009 – In name of Indigo Ltd., LLC. No personal guarantee offered at 10/2009 note modification.
- Mortgage of Real Estate – In name of Indigo Limited, LLC. Not the rightful owner.
- Exhibit A – A non-existent company, Indigo Limited, Inc. deeded property to another by then non-existent entity, Indigo Limited, LLC.

Thanks

Toby
TODD & WARD, PC

DEFENDANT'S EXHIBIT 6

TGW 000-097

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

W. Jeffrey Young, Circuit Court Judge

Case No. 2011-CP-22-01330

Appellate Case No. 2013-000384

RECEIVED

SEP 27 2013

SC Court of Appeals

Branch Banking and Trust
Company,

Respondent,

v.

P. Jason Luquire

Appellant.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



Tobias G. Ward, Jr.
Tobias G. Ward, Jr. PA
Post Office Box 6138
Columbia, South Carolina 29260
(803) 708-4200
tw@tobywardlaw.com
Attorney for Appellant

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

W. Jeffrey Young, Circuit Court Judge

Case No. 2011-CP-22-01330

Appellate Case No. 2013-000384

Branch Banking and Trust
Company,

Respondent,

v.

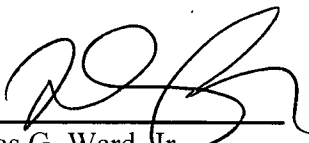
P. Jason Luquire

Appellant.

PROOF OF SERVICE

I certify that I have served the Record on Appeal on Branch Banking and Trust Company by depositing a copy of it in the United States Mail, postage prepaid, on September 9, 2013, addressed to his attorney of record, Clay Robinson, Post Office Box 944, Columbia, South Carolina 29202 .

September 9, 2013


Tobias G. Ward, Jr.
J. Derrick Jackson
Tobias G. Ward, Jr. PA
Post Office Box 6138
Columbia, South Carolina 29260
(803) 708-4200
tw@tobywardlaw.com
Attorney for Appellant

RECEIVED

SEP 11 2013

SC Court of Appeals